

**NOTICE OF MEETING
CITY COUNCIL OF THE CITY OF GALVESTON
THURSDAY - DECEMBER 13, 2018 - 1:15 PM
CITY COUNCIL CHAMBERS
823 ROSENBERG, GALVESTON, TEXAS
TELEPHONE: (409) 797-3510**

REGULAR MEETING

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER
2. ROLL CALL
3. INVOCATION
Reverend Josh Dorrell - Galveston Urban Ministries
4. PLEDGE OF ALLEGIANCE
 - American Flag
 - Texas Flag - *Honor the Texas Flag. I pledge allegiance to thee, Texas, one state, under God, one, and indivisible.*
5. CONFLICTS OF INTEREST
6. PRESENTATIONS/REPORTS OF COUNCIL, OFFICER BOARDS, AND CITY MANAGER
 - 6.A. Pursuant To Texas Government Code Section 551.0415, The City Council May Report On Any Of The Following Items:
 1. Expressions of thanks, gratitude, and condolences
 2. Information regarding holiday schedules
 3. Recognition of individuals
 4. Reminders regarding City Council events
 5. Reminders regarding community events
 6. Health and safety announcement
7. COMMUNICATIONS AND PETITIONS
Claims: 18-106 - Rosa Salmeron; 18-107 - Sonya Walls; 18-108 - David Washington; and 18-109 - Nestor Diaz.
8. PUBLIC HEARINGS
 - 8.A. Conduct A Public Hearing Regarding The City's DR-4332 Community Development Block Grant – Disaster Recovery (CDBG-DR) Application To The Texas General Land Office For Infrastructure Repairs And Improvements. (R. Blackketter)

Documents:

[CITY OF GALVESTON PUBLIC HEARING INFORMATION.DOCX](#)
 - 8.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The

2015 Galveston Land Development Regulations (LDRs), As Amended, To Regulate Excavation And Boat Sales Or Rental Uses, Prohibiting Borrow Pits Within The City And Clarifying Sales Or Rentals Of Kayaks Is Not Included In The Prohibition Of Boat Sales Or Rental; Making Various Findings And Provisions Related To The Subject; Planning Case Number 17ZA-004. (A. Montalvan)

Documents:

[17ZA-004 - STF PKT CC DECEMBER 13.PDF](#)

- 8.C. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The 2015 Galveston Land Development Regulations, Article 2: Table 2.201: Permitted Uses: Commercial Uses; To Reclassify The Medical Office/Clinic/Lab Land Use As Permitted (P) In Residential, Single-Family - Historic (R3) Zoning; Planning Case Number 18ZA-006; Making Various Findings And Provisions Related To The Subject. (D. Lunsford)

Documents:

[18ZA-006 CC STF AND ORDINANCE.PDF](#)

- 8.D. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Prohibiting The Use Of Designated Groundwater As Potable From The Area Commonly Known As 4500 Old Port Industrial Road And Legally Described As "Being A 3.644 Acre (158,744 Square Feet) Tract Of Land Situated In The M.B.Menard Survey, Abstract No. 628, Located In Galveston County, Texas; Supporting Certification Of A Municipal Setting Designation For The Area By The Texas Commission On Environmental Quality (TCEQ); Providing A Penalty Clause; Providing A Severability Clause; Making Various Findings And Provisions Related To The Subject And Providing For An Effective Date. (D. Christodoss)

Documents:

[GALVESTON SULPHUR TERMINAL-STAFF REPORT-12-04-2018.DOCX](#)
[MSD ORDINANCE FOR 4500 OLD PORT INDUSTRIAL ROAD- 10-2018.DOCX](#)
[MSD - 4500 OLD PORT INDUSTRIAL - METES AND BOUNDS - 10-2018.PDF](#)

- 8.E. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Changing The Zoning From Residential, Single Family (R-1) To Commercial (C) Zoning District On Properties Commonly Known As 17516 San Luis Pass Road/FM 3005 And Adjacent Vacant Tract. The Property Is Legally Described As Hall And Jones Survey, Tract 59-1 0.644 Acres; And Hall And Jones Survey Tract 59-2, 1.377 Acres, In The City And County Of Galveston, Texas; Planning Case Number 18P-057; Making Various Findings And Provisions Related To The Subject (C. Gorman)

Documents:

[18P-057 STF RPT PKT WITH ORD.PDF](#)

- 8.F. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Designating The Property Located At 1316 24th Street And Legally Described As The Portion Of Northeast Block 17 (1000-8) Galveston Outlots, In The City And County Of Galveston, Texas As A Historically Or Archeological Significant Site In Need Of Tax Relief To Encourage Its Preservation; Granting A Substantial Rehabilitation For Historic Property Tax Exemption; Designating The City Manager To Execute Those Documents Necessary To Implement The Tax Incentive Program; Planning Case Number 18LC-073; , Making Various Findings And Provisions Related To The Subject. (C. Gorman)

Documents:

[18LC-073 STF RPT PKT WITH ORD.PDF](#)

- 8.G. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Granting A Specific Use Permit To Place A Wireless Telecommunication Antenna On The Roof Of The Structure In A Central Business- Historic- Galveston Landmark, (C-H-GL), Zoning District, On Property Commonly Known As 2102-2104 Strand/Avenue B, And Legally Described As Lot 8, Block 681, In The City And County Of Galveston, Texas; Making Various Findings And Provisions Related To The Subject. Planning Case Number 18P-056.

Documents:

[18P-056 PKT CC.PDF](#)

9. PUBLIC COMMENT

- A. Agenda Items
- B. Non-Agenda Items

10. ORDINANCES (NOT REQUIRING PUBLIC HEARINGS)

- 10.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending "The Code Of The City Of Galveston 1982, As Amended", Chapter 34, "Traffic" By Adding Article X, "Valet Parking" To Allow For Regulations Related To Valet Parking In The City Of Galveston; Making Various Findings And Provisions Related To The Subject; Providing For An Effective Date. (Legal)

Documents:

[TRAFFIC - 34 - VALET PARKING.DOCX](#)

- 10.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending "The Code Of The City Of Galveston 1982, As Amended," Chapter 20.5 "Mardi Gras" By Allowing Overnight Parking And/Or Overnight Camping On Seawall Blvd During The First Weekend Of Mardi Gras; Repealing All Other Ordinances Or Parts Of Ordinances In Conflict Herewith; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date. (Yarbrough)

Documents:

[SEAWALL PARKING MG PACKET.PDF](#)

[AMEND CHAP 20-5, MARDI GRAS - PARKING OVERNIGHT.DOCX](#)

- 10.C. Consider For Approval An Ordinance Amending The Operating Budget For Fiscal Year Ending September 30, 2018 By Adjusting Various Budgeted Accounts In The Total Amount Of \$829,500 To Adjust And Properly Record For Expenses In Connection With Exam Fees, Salary Reimbursements, Cost Of Living Distributions, In Street Department Overtime, Concrete And Aggregate, And Garage Charges, And Operating Transfers To The Island Transit And Technology Improvement Funds. (M. Loftin)

Documents:

[BUDGET AMENDMENT FY18 NO. 2 STAFF REPORT.DOCX](#)

[PRELIM GENERAL FUND SUMMARY FY 2018 11.8.18.PDF](#)

[BUDGET AMENDMENT NO. 2 ORDINANCE.DOCX](#)

[FY18 BUDGET AMENDMENT NO. 2.PDF](#)

11. CONSENT ITEMS

The following items shall be considered for action as a whole, unless one or more Council Members objects. The City Manager is authorized to execute all necessary documents upon final approval by the City Attorney.

- 11.A. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Approving And Authorizing The City Manager To Execute An Interlocal Agreement With Galveston County Emergency Communications District For The Use And Operation Of A Radio System; Providing For Findings Of Fact And Providing For An Effective Date. (R. Simmons)

Documents:

[GCECG DISPATCH SYSTEM INTERLOCAL.DOCX](#)
[STAFF REPORT GCCD ETHERNET 2018.DOC](#)
[GCECD FIBER INTERLOCAL 2018.DOC](#)

- 11.B. Consider For Approval The Federal Excess Personal Property Program (FEPP)/Texas Intrastate Fire Mutual Aid System (TIFMAS) FEPP/TIFMAS Vehicle Assignment Program Agreement. (M. Wisko)

Documents:

[FEPP.TIFMAS VEHICLE ASSIGNMENT PROGRAM AGREEMENT.PDF](#)
[FEPP.TIFMAS VEHICLE STAFF REPORT.PDF](#)

- 11.C. Consider For Approval The Purchase Of Fire Hose From Metro Fire In The Amount Of \$15,510.00. (M. Wisko)

Documents:

[FIRE HOSE PURCHASE STAFF REPORT.PDF](#)
[FIRE HOSE PURCHASE VENDOR QUOTES.PDF](#)

- 11.D. Consider For Approval The Engagement Of Tradition Energy To Perform Electricity Procurement Advisory Services And Assist With Pricing, Contractual Review And Negotiation Of Contract Terms And Conditions For Electrical Service For The City Of Galveston. (M. Loftin)

Documents:

[STAFF REPORT TRADITION ENERGY CONTRACT 2019.PDF](#)
[TRADITION ENERGY ADVISORY AGMT USC 2018.017.PDF](#)
[US COMMUNITIES TRADITION_CONTRACT_RFP_2018-017.PDF](#)

- 11.E. Consider Approving The Renewal Of IGM Technologies Gravity Cloud-Based Solution Tool For Preparing The Comprehensive Annual Financial Report (CAFR). (M. Loftin)

Documents:

[IGM TECHNOLOGIES CAFR REPORTING SOLUTION.PDF](#)

- 11.F. Consider For Approval Allowing The Police Department To Purchase .40 And .223 Caliber Training Ammunition From Precision Delta Corporation Through Texas SmartBuy Contract 680-A1 At A Cost Not To Exceed \$25,000.00. The Funding Source Is The Police Service Support Training Materials Account. (V. Hale)

Documents:

[TRAINING AMMO PRECISION DELTA.PDF](#)

- 11.G. Consider For Approval Allowing The Police Department To Utilize Paragon Southwest Waste Management Facility For The Destruction Of Property And Evidence At A Cost Not To Exceed \$25,000.00; Authorizing The City Manager, Or Designee, To Enter Into And Execute A Contract For This Service. (V. Hale)

Documents:

[WASTE DISPOSAL PARAGON SOUTHWEST 2019.PDF](#)
[PARAGON SOUTHWEST WASTE MGMT CONTRACT.PDF](#)

- 11.H. Consider For Approval Authorizing An Amount Not To Exceed \$40,000.00 To Cover Annual Boon Chapman Administrative Costs Associated With Management Of The Flex Spending Accounts And The Health Reimbursement Accounts For Health Plan Participants With Funding To Be Made From The City's Health Plan Fund For Plan Year January 1, 2019 Through December 31, 2019. (K. Etienne)

Documents:

[STAFF REPORT--ADMINISTRATIVE SERVICES EFF. 01-01-19.PDF](#)
[BOON-CHAPMAN FLEX HRA PROPOSAL.PDF](#)

- 11.I. Consider For Approval The Allocation Of Funds For The Installation Of Decorative Streetlights Along East Beach Drive, Within City Council District 3 As Part Of The Neighborhood Improvement Projects And Initiatives. Funding For The Project Will Come From The Council Projects And Initiatives Fund In The Amount Of \$73,429.00. (P. Milburn)

Documents:

[STF RPT - EAST BEACH DR STREET LIGHTS.PDF](#)
[AGREEMENTLETTER3.PDF](#)
[CUST_SK_31.PDF](#)
[CUST_SK_32.PDF](#)

- 11.J. Consider For Approval A Request Authorizing The City Manager To Execute An Assignment Of Lease Agreement Assigning The Lease Commencing November 27, 2009, Between The City Of Galveston And Lone Star Flight Museum, Inc. To 6702 Broadway, Ltd., Then Terminating The Lease Agreement And Approving A New Lease Agreement, Upon Final Approval By The City Attorney (M. Shahan).

Documents:

[STAFF REPORT - LSFM - ASSIGNMENT OF EXISTING LSFM LEASE AND NEW LEASE AGREEMENT WITH 6702 BROADWAY, LTD..PDF](#)
[12-05-18_LSFM_6702_ASSIGNMENT OF LSFM LEASE_FINAL WITH ATTACHMENTS.PDF](#)

- 11.K. Removal Of The Incinerator (T. Fanning)

1. Consider for Approval Allowing the City to Purchase the Professional Services of JLL Valuation & Advisory Services for Appraisal and Survey Services Related to the Removal of the Incinerator
2. Consider for Approval Allowing the City to Purchase the Professional Services of Colliers International Valuation & Advisory Services, LLC for Appraisal and Survey Services Related to the Removal of the Incinerator

3. Consider for Approval Allowing the City to Purchase the Professional Services of Pyles Whatley Corporation for Appraisal and Survey Services Related to the Removal of the Incinerator

Documents:

[JLL VALUATION AND ADVISORY SERVICES.PDF](#)
[COLLIERS INTERNATIONAL VALUATION AND ADVISORY SERVICES.PDF](#)
[PYLES WHATLEY CORPORATION.PDF](#)

- 11.L. Consider For Approval Authorizing The City Manager To Execute A Contract For Professional Services From Design Workshop, Inc. In The Amount Of \$107,550 For A Project To Improve The Pedestrian Experience In The Downtown Area. (D. Anderson)

Documents:

[DESIGN WORKSHOP.PDF](#)

- 11.M. Consider For Approval A Contract For Construction Services To Pfeiffer & Son, LTD, Bid 19-002, For Traffic Signal Construction/Repair Services Within The City Of Galveston, For A Period Of Three (3) Years With The Option To Extend For Up To Two (2) Additional Years In One (1) Year Intervals. (K. Hockersmith)

Documents:

[PFEIFFER ANNUAL CONTRACT REV12052018.PDF](#)

- 11.N. Consider For Approval The Annual Maintenance Contract For Foxboro A2/PAC System And Equipment At The Main Wastewater Treatment Plant From Sole Source Provider Schneider-Electric Systems USA Inc. The Cost Of The Annual Contracts Are \$35,308.38 For 2019, \$36,351.99 For 2020 And \$37,426.44 For 2021. (A. Grasso)

Documents:

[SCHNEIDER ELECTRIC SYSTEM - ANNUAL MAINTENANCE CONTRACT.PDF](#)

- 11.O. Consider For Approval The Annual Maintenance Contracts For 3 Years On Foxboro A2/PAC System And Equipment At Supply Division Water Pump Stations And Various Elevated Storage Tank Facilities From Sole Source Provider Schneider-Electric Systems USA Inc. The Cost Of The Annual Contracts Are \$59,626.18 For 2019, \$67,231.09 For 2020 And \$69,571.06 For 2021. (A. Grasso)

Documents:

[SCHNEIDER ELECTRIC SYSTEMS - THREE YEAR CONTRACT - MAINTENANCE FOR FOXBORO A2-PAC SYSTEM.PDF](#)

- 11.P. Consider For Approval The Purchase Of Team Furmanite Insert Valves Kits With Plugs From Team Inc. At A Cost Of \$100,618.00. (A. Grasso)

Documents:

[TEAM INC - INSERT VALVE KITS.PDF](#)

- 11.Q. Consider For Approval The Teichman Road Waterline Design Proposal From Arceneaux

Wilson And Cole, LLC (AWC) Of \$248,800.00. (D. Christodoss)

Documents:

[AWC PACKET.PDF](#)

- 11.R. Consider For Approval Of Change Order No. 13 To The Contract With Cardinal Contractors, Inc., For The New 59th Street Pump Station Project, Increasing The Contract By \$36,473.40 To A New Total Amount Of \$17, 904,290.44, Authorizing The City Manager To Execute All Necessary Document Upon Final Approval By The City Attorney. (R. Blackketter)
- 11.S. Consider For Approval Of Engaging Traylor & Associates, Inc. For Community Development Block Grant – Disaster Recovery (CDBG-DR) Grant Administration Services Related To The DR-4332 CDBG-DR Allocation, In An Amount Not To Exceed \$50,880.00. (R. Blackketter)

Documents:

[TRAYLOR AND ASSOC - ENGAGE FOR DR-4332 CDBG-DR ADMIN.PDF](#)

- 11.T. Consider For Approval Of A Contract With Main Lane Industries, Ltd., For The 45th Street Improvements From Broadway To Seawall Boulevard Project (RFP #19-03) In The Amount Of \$8,994,097.00 For The Base Bid Plus Alternate D (Estimated Total Cost Of Project Not To Exceed \$10,146,097.00). (R. Blackketter)

Documents:

[MAIN LANE - 45TH ST IMP.PDF](#)

- 11.U. Receive And File The Following Documents:

1. The Galveston County Cooperative Evacuation Plan
2. The Galveston County Cooperative Reentry Plan
3. A letter from Texas Parks and Wildlife regarding prescribed burns at Galveston Island State Park
4. The Galveston County Emergency Communication District FY 2019 Budget

Documents:

[COOPERATIVE EVACUATION PLAN.PDF](#)
[COOPERATIVE REENTRY PLAN.PDF](#)
[TEXAS PARKS AND WILDLIFE.PDF](#)
[GALVESTON COUNTY EMERGENCY COMMUNICATIONS DISTRICT.PDF](#)

- 11.V. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Establishing The Sister Cities Program Committee; Providing For The Committee's Duties, Term, Membership, Quorum, Voting, Meetings, And Rules Of Procedure; Providing For Findings Of Fact And Providing For An Effect Date. (J. Williams)

Documents:

[EXHIBIT A.PDF](#)
[SISTER CITY RESOLUTION.PDF](#)

- 11.W. Consider For Approval Continued Participation In The League City OSSI GRID

Consortium With Annual Renewal Fee Of \$ 31,599.02 To Maintain Off-Site System Servers, Allowing Full Access To The Multi Agency Records Management System (H.Dean)

Documents:

[FY19 LEAGUE CITY GRID.PDF](#)

- 11.X. Consider For Approval Payment To Superior, Formally SunGard Public Sector, In The Amount Of \$ 111,631.22 For The Police Department's Annual Renewal Of The Police Records Management Software. The Renewal Provides Updates And Technical Support To Ensure That The OSSI Police Records Management System Is Kept In Optimal Running Condition (H. Dean)

Documents:

[FY19 SUPERION SUPPORT RENEWAL.PDF](#)

- 11.Y. Consider Approving The Renewal Of The Kronos Software Maintenance And Support Agreement In The Amount Of \$ 33,684.96 (H. Dean)

Documents:

[FY19 KRONOS SUPPORT RENEWAL.PDF](#)

- 11.Z. Consider For Approval Minutes Of The October 25, 2018 Workshop And Regular Meeting And The November 15, 2018 Workshop And Regular Meeting. (J. Williams)

Documents:

[DOC004.PDF](#)

12. ACTION ITEMS

- 12.A. Discuss And Consider For Action Recommendations Discussed During Executive Session On The Following Items (If Needed) - Legal

1. No. D-1-GN-002497 Texas General Land Office V. CDM Smith And The City Of Galveston, In The 201st District Court Of Travis County Texas and No. 13-CV-0844; CDM Smith Inc. v. City of Galveston, In the 56th Judicial District Court of Galveston County Texas
2. Cardinal Construction Company and PSC Inc. v. City of Galveston vs Dannenbaum Engineering Company

- 12.B. Discuss And Consider For Action A Resolution By The City Council Of The City Of Galveston, Texas, Authorizing Publication Of Notice Of Intention To Issue Certificates Of Obligation; Approving The Preparation Of A Preliminary Official Statement And Notice Of Sale; And Approving Other Matters Incidental Thereto. (M. Loftin)

Documents:

[2019 WATER AND SEWER COS STAFF REPORT.PDF](#)

[WATER AND SEWER COS SCHEDULE.PDF](#)

[2019 WATER AND SEWER COS RESOLUTION.DOCX](#)

[STANTEC RATES MEMO DECEMBER 6 2018.PDF](#)

[WATER AND SEWER CAPITAL FUND CASH ON HAND AND ALLOCATIONS](#)

- 12.C. Discuss And Consider Appointments To H-GAC's Transportation Policy Council And Technical Advisory Committee For 2019. (Yarbrough)

13. ADJOURNMENT

I certify that the above Notice of Meeting was posted in a place convenient to the public in compliance with Chapter 551 of the Texas Government Code on December 6, 2018 at 3:00 P.M.

A handwritten signature in black ink that reads "Manuela 'Nellie' De La Fuente". The signature is written in a cursive, flowing style.

Manuela "Nellie" De La Fuente, TRMC

IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS IN NEED OF A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHALL, WITHIN THREE (3) DAYS PRIOR TO ANY PROCEEDING, CONTACT THE CITY SECRETARY'S OFFICE, SUITE 201, 823 ROSENBERG, GALVESTON, TEXAS 77550 (409-797-3510).

City of Galveston
DR-4332 CDBG-DR Infrastructure Application

Funding Source: U.S. Department of Housing and Urban Development
Community Development Block Grant Program

State Administration: Texas General Land Office
Community Development and Revitalization

Region: Southeast Texas Regional Planning Commission (SETRPC)

Amount of Allocation: \$848,073

Eligible Activities: See attached

National Objectives: At least 70%, or \$593,651.10, of the City's allocation will benefit low to moderate income beneficiary groups

Relocation: No displacement or relocation anticipated

Use of Past Funds: Repairs and improvements to streets, flood and drainage, water/sewer facilities and other critical infrastructure which was damaged or failed to function during prior federally declared disaster events

FLOOD CONTROL AND DRAINAGE REPAIR AND IMPROVEMENTS,
Including the construction or rehabilitation of storm water management systems.

ELIGIBLE ACTIVITIES

- Common drainage projects include reshaping and protecting eroded banks, correcting damaged drainage facilities, construction of water detention ponds, and repairing levees dams and structures. However, the purchasing of floodplain easements will be categorized under the Property Buyout Projects category for this application.
- If CDBG-DR funds are used for levees and dams, the applicant must: (1) register and maintain entries regarding such structures with the U.S. Army Corps of Engineers (USACE) National Levee Database or National Inventory of Dams, (2) ensure that the structure is admitted in the USACE PL 84–99 Program (Levee Rehabilitation and Improvement Program), and (3) ensure that the structure is accredited under the FEMA National Flood Insurance Program.
- Permanent drainage facilities (storm sewer lines, concrete structures, culverts, related ditch grading). Note: The CDBG-DR program considers curb and gutter, when eligible, to be a street improvements activity and not a drainage improvements activity.
- Acquisition of real property (including Right of Ways/easements).

INELIGIBLE ACTIVITIES

- Ditch cleaning and other operation/maintenance activities.
- Dam and Levees are prohibited from being used to enlarge a dam or levee beyond the original footprint of the structure that existed prior to the disaster event.

RESTORATION OF INFRASTRUCTURE

(such as water and sewer facilities, streets, provision of generators, removal of debris, bridges, etc.)

WATER SYSTEM IMPROVEMENTS

ELIGIBLE ACTIVITIES

- Replacement of existing lines (only if damaged or resulted in failure to function as designed).
- Installation of fire hydrants.
- Reconstruction of intake stations.
- Replacement of major equipment (e.g., clarifiers).
- Reconstruction of elevated or ground storage tanks.
- Emergency power generators.
- Acquisition of real property (including ROWs/easements).

INELIGIBLE ACTIVITIES

- Cleaning of lines.

- Maintenance/repair of existing ground and elevated storage tanks (including interior and exterior painting unless the repair extends the useful life of the tank by at least 10 years).
- Improvements made necessary because of poor maintenance or operational practices.
- Replacement of minor equipment.
- Minor facility repairs.
- Any improvements which will result in operations that are not in compliance with applicable state, federal, and local laws and regulations.

WASTEWATER IMPROVEMENTS

ELIGIBLE ACTIVITIES

- Replacement of existing lines (only if damaged or resulted in failure to function as designed).
- Installation of service connections and service reconnections on public property.
- Reconstruction of lift stations.
- Reconstruction of a sewage treatment plant.
- Emergency power generators.
- Acquisition of real property (including ROWs/easements).

INELIGIBLE ACTIVITIES

- Cleaning of lines.
- Rehabilitation of lift stations if no damage or failure to function took place.
- Replacement of minor equipment.
- Minor facility repairs.
- Improvements made necessary because of poor maintenance or operational practices.
- Any improvements which will result in operations that are not in compliance with applicable state, federal, or local laws and regulations.

ROAD/STREET IMPROVEMENTS

The repair of roads under this project type must be directly related to damages sustained as a result of the event and not a lack of maintenance

ELIGIBLE ACTIVITIES

- Construction of roadways at new locations, regardless of surface materials to be used.
- Construction of added width capacity in the form of additional lanes.
- Acquisition of additional right-of-ways for construction at new locations, or for added width capacity.

- Projects that increase the structural strength of the roadway or improve service of the roadway; generally, this refers to improvements in the surface material quality (e.g., caliche to crushed rock, crushed rock to asphalt, etc.).
- Bridge/culvert replacement (where deteriorated or damaged). Bridges within the Texas Department of Transportation Bridge Program may not be eligible. These structures will be reviewed by GLO on a case-by-case basis.
- Curb and gutter, when done in conjunction with other eligible street activities. (Note: The CDBG-DR program considers curb and gutter, when eligible, to be a street improvement activity and not a drainage improvements activity.)

INELIGIBLE ACTIVITIES

- Seal-coating.
- Overlays.
- Level-ups.

DEBRIS REMOVAL

Debris may consist primarily of vegetation, construction and demolition materials from damaged or destroyed structures, and personal property.

The methods by which applicants may choose to collect and store debris prior to proper disposal depends greatly on the type of debris, as well as the capabilities of the jurisdiction. Prior to collecting debris, all pertinent environmental concerns must be taken into consideration; for example, the removal of debris from natural streams will often require a Clean Water Act Section 404 permit from the United States Army Corp of Engineers (USACE).

While construction and demolition debris may be collected and disposed of at an appropriately rated landfill, woody and/or vegetative debris must be stored prior to disposal; this will require the use of a temporary debris storage and reduction sites (TDSR). The preparation and operation of a TDSR site is typically left to the contractor; however, local jurisdictions choosing to conduct their own debris operations may review Chapter 7 of the FEMA Debris Management Guide regarding the use of TDSR sites. This document may be obtained at:

<http://www.fema.gov/pdf/government/grant/pa/demagde.pdf>

Maintaining the life expectancy of landfills in and around the state is of great concern; therefore, applicants proposing to dispose of woody and/or vegetative debris must choose burning, chipping, or grinding as the method of disposal. If the project proposes to dispose of woody and/or vegetative debris by sending it to a landfill, the applicant must provide adequate justification for their decision. These applications will be reviewed on a case-by-case basis. Applicants choosing other forms of disposal for woody and/or vegetative debris must contact GLO prior to submitting their applications for additional direction. All required permits must be acquired prior to beginning debris operations (i.e., TCEQ Burn Permits, Environmental Documents, etc.).

GAS SYSTEM IMPROVEMENTS

ELIGIBLE ACTIVITIES

- Replacement of existing lines (only if damaged or resulted in failure to function).
- Replacement of major equipment.
- Acquisition of real property (including ROWs/easements).

INELIGIBLE ACTIVITIES

- Cleaning of lines.
- Improvements made necessary because of poor maintenance or operational practices.
- Replacement of minor equipment.
- Any improvements which will result in operations that are not in compliance with applicable state, federal, and local laws and regulations.

FIRE PROTECTION FACILITIES

ELIGIBLE ACTIVITIES

- Fire stations; fire trucks; fire equipment.
- Emergency power generators.

INELIGIBLE ACTIVITIES

- Equipment and furnishings not necessary for fire protection.

NEIGHBORHOOD FACILITY/COMMUNITY/SENIOR CENTERS/SHELTERS

ELIGIBLE ACTIVITIES

- Rehabilitation or replacement of existing buildings.
- Acquisition of real property.
- Emergency power generators.
- Fixed equipment.
- Construction of new shelters.

INELIGIBLE ACTIVITIES

- Improvements not directly related to the disaster event, direct or indirect damage.
- Facilities that have a primary and/or sole purpose as a Point of Distribution (POD).
- Emergency Operations Centers (EOCs).
- Fueling stations.

DEMOLITION, REHABILITATION

of Publicly or Privately-Owned Commercial or Industrial building, and Code Enforcement

All demolition activities must be explained within the Project Summary section of the application in terms of how the proposed activity does not overlap those activities requested within the non-infrastructure portion of these funds through GLO; for example, clearance and demolition of a damaged housing structure would be a Housing activity, and not a Clearance and Demolition project under GLO infrastructure activities.

ECONOMIC DEVELOPMENT

(such as microenterprise and small business assistance, commercial rehabilitation, and special economic development activities, including prioritizing assistance to businesses that meet the definition of a small business)

Economic revitalization activities are limited to direct grants or deferred forgivable loans subject to local loan policies approved by GLO. Economic revitalization and new opportunities for affected businesses and industries must be related to losses caused by Hurricane Harvey in designated counties (see eligible counties, page 4) occurring in 2017.

Eligible activities for nonprofit or for-profit businesses include: (1) inventory, (2) operating capital, (3) acquiring, constructing, reconstructing, rehabilitating, or installing commercial or industrial buildings, structures, and other real property equipment and improvements, and (4) providing economic development services in connection with otherwise eligible CDBG-DR economic development activities.

PUBLIC SERVICES

(such as job training and employment services, healthcare, child care, and crime prevention within the 15 percent cap)

CDBG-DR funds may pay for labor, supplies and materials, and operations and maintenance of the facility where the service occurs; payments, however, must be directly related to the provision of eligible services, and costs must be documented and tie back to the event.

ELIGIBLE ACTIVITIES

- Employment/ job training.
- Crime prevention/ public safety.
- Health and substance abuse services.
- Senior services.
- Services for homeless persons.

INELIGIBLE ACTIVITIES

- Income payments.
- Ongoing operations.
- Operational costs not related to the provision of the public service.
- Political activities.
- Religious activities (such as religious events)

ORDINANCE NO. 18-_____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING THE 2015 GALVESTON LAND DEVELOPMENT REGULATIONS (LDRS), AS AMENDED, TO REGULATE EXCAVATION AND BOAT SALES OR RENTAL USES, PROHIBITING BORROW PITS WITHIN THE CITY AND CLARIFYING SALES OR RENTALS OF KAYAKS IS NOT INCLUDED IN THE PROHIBITION OF BOAT SALES OR RENTAL; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; PLANNING CASE NUMBER 17ZA-004.

WHEREAS, on March 5, 2015, the City Council adopted the 2015 Land Development Regulations (LDR) which are comprised of several chapters of the Code of Ordinances of the City of Galveston and several stand-alone ordinances, each of which regulate different aspects of land development in the City; and,

WHEREAS, the Galveston Land Development Regulations (the “LDRs”) have been in effect for approximately three years and while the document has proven to be an effective tool in administering zoning regulations, it requires additional refining to achieve a set of guidelines that more closely align with the needs of the citizens of Galveston; and,

WHEREAS, Staff worked with the general public, design professionals, and other stakeholders and have identified and compiled a list of revisions necessary to better implement and manage the regulations responsible for development activity within the City; and

WHEREAS, as more fully detailed and incorporated in the attached Staff Report, the text amendment proposals serve the purposes outlined for consideration of text amendments as provided in Section 13.2 of the LDRS; and,

WHEREAS, in accordance with Section 13.701 of the LDR’s, the Planning Commission held at least two public hearings on the text amendment proposals. The first public hearing on the matter was held on June 20, 2017, with subsequent hearings and workshops held in order to reach consensus on the proposed revisions. On December 14, 2017, the City Council, by request of the Galveston Regional Chamber of Commerce, granted additional time and public meetings to review the proposed revisions; and,

WHEREAS, the Planning Commission at its regular meeting of May 8, 2018, voted to recommend City Council approve or adopt the Final Revisions List which contain those LDR revisions that have been vetted by the Planning Commission, the Chamber of Commerce and the public, with the exception of provisions regarding Excavation and Boat Sales or Rental; and,

WHEREAS, Staff has modified the proposed language for those revisions in accordance with feedback received from City Council; and,

WHEREAS, the City Council of the City of Galveston finds it in the best interest of the public to amend the 2015 Galveston Land Development Regulations, as amended.

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

SECTION 1. The findings and recitations set out in the preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. In accordance with the City of Galveston 2011 Comprehensive Plan, the City Council of the City of Galveston hereby amends the 2015 Galveston Land Development Regulations, as amended, to prohibit the mining and unregulated excavation of earth material, such as borrow pits, in substantially the same form as more fully described in the staff report, and attached as Attachment A.

SECTION 3. In accordance with the City of Galveston 2011 Comprehensive Plan, the City Council of the City of Galveston hereby amends the 2015 Galveston Land Development Regulations, as amended, to clarify that kayaks are not included in the prohibition of boat sales and rentals, in substantially the same form as more fully described in the staff report, and attached as Attachment B.

SECTION 4. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 5. This Ordinance amends the 2015 Galveston Land Development Regulations and all Ordinances or parts thereof in conflict with this Ordinance are repealed to the extent of this limited conflict only, and all other provisions of the ordinances of the City of Galveston remain in full force and effect.

SECTION 6. In accordance with the City Charter, this Ordinance has been publicly available in the office of the City Secretary for not less than 72 hours prior to its adoption; and that this Ordinance may be read and published by descriptive caption only.

SECTION 7. This Ordinance shall be and become effective from and after its adoption and publication in accordance with the provisions of the Charter of the City of Galveston.

APPROVED AS TO FORM

MEHRAN JADIDI
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its Regular Meeting held on July 26, 2018, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____, 2018.

Secretary for the City Council
of the City of Galveston



City of Galveston

DEVELOPMENT SERVICES DEPARTMENT

823 Rosenberg | Galveston, TX 77550
409-797-3660 planningcounter@galvestonTX.gov

Date: December 4, 2018

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Adriel Montalvan, Senior Projects Manager

RE: **17ZA-004** Request for a text amendment to the Galveston Land Development Regulations to provide for revisions to the document.
Applicant: City Staff

I. Background

The first public hearing for this request was held on June 20, 2017. Subsequent hearings and workshops were held over the following months. On October 3, 2017, the Planning Commission voted unanimously to recommend approval of this text amendment request. However, when the revisions were formally presented to City Council at its regular meeting of December 14, 2017, by request of the Galveston Regional Chamber of Commerce, the Council granted additional time and public meetings to review the proposed revisions. After completing the additional review, on May 8, 2018, the Planning Commission voted unanimously to recommend approval of this text amendment request.

On June 21, 2018, City Council voted unanimously to approve the proposed revisions with the exception of proposed land uses for Excavation and Boat Sales or Rental, and their associated limited use standards.

II. Current Situation

Staff has modified proposed language for the two outstanding revisions described above and detailed in Attachments A and B, respectively, in accordance with the feedback received from City Council.

Staff recommends that City Council approve the proposed land uses for Excavation and Boat Sales or Rental, and their associated limited use standards (Attachments A and B).





City of Galveston

DEVELOPMENT SERVICES DEPARTMENT

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III. Alternatives in Order of Priority

- A. Approval of Staff's recommendation.
- B. Do not accept the proposal.

IV. Recommendation

Approval of the Excavation and Boat Sales or Rental Use with Standards (Attachments A and B)

V. Fiscal Impact

Funding Source: N/A
Total Costs of Implementation: None

VI. Attachments

- A. Excavation Standards
- B. Boat Sales or Rental Standards



EXCAVATION

Industrial Land Uses	R-0	R-1	R-2	R-3	MF	UN	NS	TN	C	CB	RES/REC	LI	HI
Excavation	L	L	L	L	L	L	L	L	L	L	L	L	L

EXCAVATION LIMITED USE STANDARDS**A. In General, Statement of Purpose and Intention:**

The purpose of this Section is to protect the public health, safety and welfare, maintain the physical integrity of the Island, and minimize nuisances associated with excavation operations.

B. Exceptions to the Excavation Permit Requirement:

1. Building foundations, driveways, bulkheads/slope stabilization, landscaping, associated utilities, or approved drainage improvements;
2. Cisterns;
3. Swimming pools or similar installations;
4. Land clearing, leveling, or grading of a lot, site or tract, with proper City of Galveston permits. Topsoil may not be removed from the site;
5. Dredging or routine maintenance of existing canals or boat slips, with applicable Federal and state permits; or,
6. City of Galveston infrastructure projects, such as, but not limited to water/sewer lines, drainage culverts or ditches, public or private roadways, or the installation of private utility lines located within City dedicated easements or rights-of-way.
7. Landscaping excavations not to exceed five feet (5') in depth when measured in the center.
8. Excavation in which all spoil remains on the site of origin.
 - a. Site Plan Requirements and Standards prescribed in subsection H of these regulations shall apply to excavation in which all spoil remains on the site of origin.

C. Definitions:

As used in this subsection, the following words will have the following meanings:

1. Excavation:
 - a. The process of altering the existing grade below the natural contour level by which soil, sand, gravel, or shell is extracted, cut, dug, quarried, removed, displaced, or relocated.
 - b. Any operation in which soil, sand, gravel or shell is excavated on the site of development for the purposes of raising the grade of the site, or construction of lagoons, lakes, canals, roads, berms or other similar land forms. Any resultant material may be used for beach nourishment if it meets beach quality sand criteria.
2. Dredging. The process of removing silt and other material from the bottom of bodies of water.
3. Drainage. Any operation in which soil, sand, gravel or shell is excavated and/or removed from a site for the purpose of providing required drainage for one or more properties, such as drainage culverts or ditches, public or private roadways for one or more tracts of land, as determined by the City of Galveston, Public Works Department. Any resultant material may be used for beach nourishment if it meets beach quality sand criteria.

Attachment A

4. Wetland Mitigation. Any operation in which soil, sand, gravel or shell is excavated and/or removed from a site for the purpose of an approved wetland mitigation project.
5. Landscaping. Any operation for the purpose of landscaping, For the purposes of this Section, the term "Landscaping" shall be the area within the boundaries of a given lot, site or tract that consists of planting materials and treatments; including, but not limited to: trees, shrubs, ground covers, grass, flowers, decorative rock, bark, mulch, and other similar materials. This treatment may also include the use of logs, rocks, fountains, water features (not to exceed five feet (5') in depth in the center), and contouring of the earth.
6. Borrow Pit. An area from which soil or earth material is removed below the grade of surrounding land to be taken/removed off-site.
7. Sand Harvesting. For the purposes of this subsection, the term "sand harvesting" shall be the excavation of beach-quality sand material from a permitted development project, to be deposited on the public beaches of Galveston Island for the sole purpose of beach nourishment and/or dune restoration projects.
8. Beach Quality Sand. Beach quality sand shall be of effective grain size, mineralogy, and quality of the existing beach material, as determined on a case-by-case basis by the Texas General Land Office (GLO).

D. Necessity for Excavation Permit:

1. No person shall engage in Development or Site Excavation of soil, sand, gravel or shell until that person has secured an Excavation Permit.
2. An application for an Excavation Permit for Development or Site Excavation, shall be filed with the Development Services Department. The application shall include a site plan, and an operations plan.
3. The Development Services Department shall consider the following:
 - a. The proposed excavation will not create hazardous conditions or imperil lives or property;
 - b. The proposed excavation is in conformance with specifications approved by the City Engineer and standards adopted by the Planning Commission;
 - c. Conformance with the City of Galveston Comprehensive Plan;
 - d. Conformance with all applicable neighborhood, special area, corridor, or other plans adopted by the City;
 - e. The applicant has addressed any impact to infrastructure, including on- and off-site drainage, public or private utility lines, existing street right-of-way, parks, or other public improvements; and,
 - f. The applicant has addressed the public safety issues, including emergency vehicle and hurricane evacuation access.
4. Such excavation or removal shall be done under the supervision of the City Engineer.
5. Excavation constituting fifty percent (50%) of the development site shall be required to obtain a Specific Use Permit from City Council, in accordance with the Specific Use Permit process.
6. Excavation permits are not required when applicant/project meets the criteria for an exception as allowed in this section.

E. Prohibitions. The following shall be prohibited within the City of Galveston:

1. Mining and unregulated excavation of earth materials, such as a borrow pit.
2. The removal of any excavated earth material off Galveston and Pelican Island.

F. General Location Standards.

1. **Zoning.** As permitted in Table 2.201 of these Land Development Regulations (LDR).
2. **Setbacks.** The minimum setback for excavation work shall be the following:
 - a. In accordance with Section 29-2 of the City of Galveston Code of Ordinances; Development, Preservation and Protection of Sand Dunes.
 - b. Twenty-five feet (25') from any developed public right-of-way.
3. **Location Standards:**
 - a. No excavation south of FM 3005;
 - b. No excavation within one thousand feet (1000') of the mean high tide of the Gulf of Mexico; and,
 - c. No excavation within fifty feet (50') north of the FM 3005 northerly right-of-way line.
4. **Public Improvements .** Excavation shall not endanger any existing street or right-of-way, water line, sewer line, drainage line, any other utility line, public or private, parks or any other public improvement area.

G. Bonds and Insurance Required.

1. Surety Bonds.

Surety Bonds are required for all Development and Site Excavation projects in which material is removed, in part or in whole, from the site.

2. Performance Bonds.

- a. To insure that the City of Galveston's laws, ordinances and regulations are complied with, a performance bond, a cash deposit, a deposit of negotiables, or a letter of credit shall be posted or delivered to the City prior to the issuance of an Excavation Permit. In lieu thereof, the applicant shall deliver to the City an unrestricted irrevocable letter of credit issued by a state or national bank in the amount provided in this subsection. The letter of credit shall provide that the issuer thereof shall pay the full amount of the letter of credit to the City upon the City's demand for payment thereunder. The form and content, including, but not limited to, terms or time for which the letter of credit is valid for, and the identity of the issuer thereof shall be satisfactory to the City in all respects.
- b. The performance bond, a cash deposit, a deposit of negotiables, or a letter of credit shall guarantee conformance with: operation standards, including but not limited to days and hours of operation, noise, dust, traffic, drainage, erosion and public safety.
- c. The performance bond, a cash deposit, a deposit of negotiable or a letter of credit in the amount of one dollar and thirty cents (\$1.30) per cubic yard of material, shall be posted or delivered to the City of Galveston to guarantee completion of the improvements. The amount shall be doubled, two dollars and sixty cents (\$2.60) per cubic yard of excavation over, if the depth of excavation is greater than twenty feet (20') below the existing ground surface elevation.
- d. The City of Galveston, at any time, may enforce the provisions of the performance bond or

retain the cash deposit, negotiables, or proceeds of the letter of credit in the event that the provisions of this section or any other applicable law, ordinance, or regulation have not been complied with by the applicant for the Excavation Permit.

3. A performance bond insuring against excavation damage or permit non-compliance may be included in or combined with a construction bond, or may be issued separately by a surety company.

4. Any other bonds or insurance as determined by the Risk Manager.

H. Site Plan Requirements and Standards.

Applicants for Development and Site Excavation shall include the following written and graphic information and adhere to the following standards:

1. Data Required.

a. Site Plan Requirements.

All planned phases of the development shall be included on the required site plan.

b. Drainage Plan.

A drainage plan for the excavation area shall be submitted, detailing on- and off-site drainage and existing and modified drainage patterns resulting from the proposed excavation.

c. Site Mapping.

1. **Scale.** One inch equals 100 feet (preferable) or one inch equals 200 feet (alternative acceptable)
2. **Contour Interval.** Two feet for slopes thirty percent (30%) or less ten feet (10') for greater slopes.
3. **Cross Sections.** Vertical scale shall be equal to or in exaggeration of horizontal scale to illustrate excavation depth and other conditions.

d. Soil Test Survey (Geotechnical Investigation).

A soil test survey/geotechnical investigation shall be undertaken for all areas to be excavated. Information obtained from the survey shall be utilized in determining excavation material, drainage, slope, depth of excavation area, soil bearing capacity, structural stability and other design factors.

e. **U. S. Army Corps of Engineers (USACE) Jurisdictional Determination.** Applicants shall be required to submit the following, if jurisdictional wetlands are suspected to exist on the property:

1. A Jurisdictional Determination and all supporting documentation provided to the USACE for use in the determination of jurisdictions shall be submitted; or,
2. A copy of the USACE permit application materials required for the proposed excavation project shall be submitted with the application for an Excavation Permit.

f. **Additional Data and Conditions.** As required by this subsection.

I. Excavation Operation Requirements and Standards.

Applicants for Development and Site Excavation shall include the following written information and adhere to the following standards:

1. **Time.**

- a. **Duration.** The approximate date of commencement of the excavation and the length of time of the operation shall be a one (1) year duration following the date of City Council approval for such additional periods as may be specified in the permit by City Council.
- b. **Days.** The days of operation shall be all year long, 365 days a year.
- c. **Hours.** No excavation work shall occur between the hours of 8:00 P.M. or sunset, whichever comes first, and 7:00 A.M. when located within 500-feet of a residential land use.

2. **Excavation Material, Methods and Equipment.**

- a. **Type and Quantity.** The type of material, the volume of material, to be moved, and the excavation area (square yards) shall be specified.
- b. **Methods of Excavating and Processing.** The method, including the disposition of overburden or top soils shall be specified. Any topsoil to remain on Galveston Island. The removal of any excavated earth material off Galveston and Pelican Island shall be prohibited.
- c. **Equipment.** Equipment to be used in the operation of the excavation shall be specified.

3. **Truck Traffic.**

- a. **Volume.** The estimated number of truck trips entering and leaving the job site over a twenty-four (24) hour time period shall be estimated and specified.
- b. **Routes.** The route(s) that trucks follow leaving the site should be the "City Truck Route" whenever possible. From the site, the most direct way to the "City Truck Route," or the route with the least impact on residential neighborhoods, shall be utilized.

4. **Noise.**

Operating Practices: Practices that will be utilized to minimize noise shall be specified. (Suggested practices include equipment in good operating order, adequate buffering of surrounding areas, operations centered on site, etc.)

5. **Dust.**

Operating Practices: Practices that will be utilized to minimize dust shall be specified. All roads within the site shall be maintained in a dust free condition, providing such surfacing or other treatment produces no potential pollution hazards to the surrounding ground or surface waters.

6. **Drainage and Erosion.**

- a. **Drainage:** Practices that will be utilized to protect surrounding land and maintain or improve existing water quality shall be specified.
- b. **Erosion:** Practices that will be utilized to minimize erosion, particularly siltation of adjacent water bodies, shall be specified. Suggested practices include properly designed retarding basins, settling ponds, ditches, dikes, revegetation of slopes, etc.

7. **Public Safety.**

- a. **Fencing.** To prevent the public from wandering onto the site, a fence shall be constructed prior to commencement of operations, enclosing the area to be excavated may be done in phases. Fences shall be at least five and one-half feet (5½') in height, and may be constructed of woven wire fabric or wood. Gates shall be installed at all vehicular and pedestrian entrance points.
- b. **Material.** To prevent potential hazardous conditions, the applicant shall be responsible for

Attachment A

maintaining all project materials and construction debris on-site and out of public right-of-ways.

- c. **Site Access.** Not more than one entrance and one exit to the site shall be provided for the area of operation. Local residential street locations should be avoided.

- 1. **Access Roads.** Access roads shall be constructed and maintained in such a manner that the deposit of earth materials on the public roads is minimized.

8. **Right of Entry.**

City Engineer: During the term of the permit, the City Engineer or other City enforcement official, shall be granted the right of entry upon the property for the purpose of inspecting and bringing enforcement to the property under the terms of this Ordinance.

BOAT SALES OR RENTAL

Commercial Land Uses	R-0	R-1	R-2	R-3	MF	UN	NS	TN	C	CB	RES/REC	LI	HI
Boat Sales or Rental	-	-	-	-	-	-	-	-	L	-	L	L	P

BOAT SALES OR RENTAL LIMITED USE STANDARDS**A. Limited Use Standards.**

1. **Use Limitation in Commercial (C) Districts.** Boat sales or rental shall be prohibited on Seawall, from 6th Street west to 103rd Street/Cove View Boulevard, and on Broadway, from 6th Street west to 59th Street. **This subsection does not apply to the sales or rental of kayaks and other similar equipment comparable in size and design.**
 - a. The use is limited to the sales or rental of boats outside of the geographic area defined above. The use shall not involve boat service or repair unless it can also meet the standards for a Boat Repair Facility as prescribed in Section 2.311.
2. **Hours of Operation near Residential.** When abutting or within 200 feet of a residential use or zoning district boundary, measured as a radius from property lines of the limited use, the use shall not have any outdoor sales or loading and delivery activities between the hours of 10:00 PM and 7:00 AM.
3. **Minimum Setback.**
 - a. Outdoor Display or Sales and Other Outdoor Storage: shall be located 25 feet from any residential property line or zoning district boundary.
 - b. Boat Wash Facility: Accessory boat wash facilities and their incidental functions, including vacuums and air compressors, shall be set back at least 50 feet from the side or rear property line of any adjacent residential use or residential zoning district boundary.
4. **Outdoor Boat Display.** Outdoor boat display shall occur only on paved areas of the site, and the displayed boats shall not occupy or obstruct required parking spaces.
5. **Elevated Boat Display.** No more than one outdoor elevated display boat shall be permitted, and the elevated display shall raise the boat no more than 3 feet off the ground.
6. **Screening.** When the site is located adjacent to a residential use or zoning district boundary, visual screening shall be provided along all common sides and rear property lines. The screening shall consist of a landscaping strip at least 4 feet in width that provides a year-round visual barrier and positioned adjacent to the adjoining property. A solid masonry or concrete wall or a wood fence having a minimum height of 5 feet shall be installed immediately behind the landscaping strip.
7. **Permanent Structure.** The limited use business shall be conducted from a permanent structure located on-site, as permitted and approved by the Development Services Department.
8. **Sidewalks.** Sidewalks, curbs, and curb cuts shall be provided on all street frontages. All on-site sidewalks shall be a minimum width of five feet.
9. **Property maintenance.** The property upon which any boat sales or rental is located must be maintained in a neat and orderly manner with no accumulation of inoperable boats, boat parts, garbage, refuse, or debris on the property.

ORDINANCE NO. 18-____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING THE 2015 GALVESTON LAND DEVELOPMENT REGULATIONS, ARTICLE 2: TABLE 2.201: PERMITTED USES: COMMERCIAL USES; TO RECLASSIFY THE MEDICAL OFFICE/CLINIC/LAB LAND USE AS PERMITTED (P) IN RESIDENTIAL, SINGLE-FAMILY - HISTORIC (R3) ZONING; PLANNING CASE NUMBER 18ZA-006; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, on March 5, 2015, City Council adopted the 2015 Galveston Land Development Regulations, including Article 2: Uses and Supplemental Standards; and,

WHEREAS, the Applicant, Dr. Ramon Sanchez, has operated a dermatology office and clinic at 1501 Broadway / Avenue J for many years. Prior to 2015, the subject parcel was zoned Neighborhood Services – Historic (NS-H), which allowed professional offices such as medical clinics by right in Neighborhood Services (NS) zoning districts; and,

WHEREAS, the applicant is requesting that the Medical Office/Clinic/Lab be permitted in Residential, Single-Family-Historic (R-3) zoning; and,

WHEREAS, under the 2015 Land Development Regulations, the “Medical Office/Clinic/Lab/” land use is not permitted (-) under the Residential, Single-Family – Historic (R3) zoning districts, except as a legally non-conforming (‘grandfathered’) land use; and,

WHEREAS, the Galveston Land Development Regulations allow limited non-residential uses on listed corner lots; including but not limited, to 1501 Broadway / Avenue J, under Article 3: District Yard, Lot, and Setback Requirements, page 3-9; and,

WHEREAS, the Applicant, Dr. Ramon Sanchez, is requesting that the “Medical Office/Clinic/Lab” be reclassified as Permitted (P) in Residential, Single-Family (R-3) zoning districts on those above mentioned listed corner lots; and,

WHEREAS, Staff, recommends in its staff report, attached and incorporated herein as **Exhibit 1**, approval of the text amendment to Article 2, “Uses and Supplemental Standards” of the Galveston Land Development Regulations to allow the “Medical Office/Clinic/Lab” as Permitted (P) in Residential, Single-Family – Historic (R-3) zoning on certain listed corner lots; and,

WHEREAS the Planning Commission, at its regular meeting of November 5, 2018, voted unanimously to recommend approval of the text amendment;

WHEREAS, after public notice and hearing as required by law, the City Council finds that it is in the public's interest to approve the text amendment to amend the Galveston Land Development Regulations to allow limited non-residential uses on listed corner lots.

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

SECTION 1. The findings and recitations set out in the preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. In accordance with the City of Galveston 2011 Comprehensive Plan, the City Council of the City of Galveston hereby amends the 2015 Galveston Land Development Regulations Article 2 "Uses and Supplemental Standards" by amending Table 2.201, to allow for medical clinic/office/lab as a permitted use, as substantially provided in **Exhibit 1**, to read and provide as follows:

Table 2.201

Permitted Uses: Commercial Uses

P = Permitted; L = Limited Use; S = Specific Use Review; "-" = Prohibited Use

Zoning Districts

Residential, Single-Family - Historic	R 0	R 1	R 2	R 3	M F	U N	N S	T N	C	C B	RES/REC	L I	H I	Use Standard
Medical Clinic/Office /Lab	-	-	-	P	P	L	L	P	P	P	P	P	-	Permitted (P)

SECTION 3. The Galveston Land Development Regulations allow limited non-residential uses on the below listed corner lots:

11. COMMERCIAL LAND USES IN CORNER STORES.

- Commercial activity as permitted for R-3 in corner stores shall be limited to the ground floor.
- Signage for corner stores shall be limited to 20 square feet maximum sign face and 15 foot max height.
- Gross floor area limited to 2,500 square feet
- Commercial land uses in corner stores shall be permitted only at the following addresses:

1. 1801 Avenue L - North 67.67 Feet of Lot 7 (7-1), Block 18
2. 1806 Avenue L - Lot 9, Block 78
3. 1827 Avenue L (1206 19th street) - North 73 feet of Lot 1 (1-2), Block 18
4. 1828 Avenue L - Lot 1, JSW Subdivision less north 2 feet
5. 1203 Ball/Avenue H - Northeast part of Lot 7 (7-1), Block 252
6. 1327 Ball/Avenue H - Lot 1, Block 253
7. 902 Broadway/Avenue J - South 74 Feet of Lot 8 & southeast part of Lot 9 (8-1), Block 189
8. 928 Broadway/Avenue J – Lot 14, Block 189
9. 1004 Broadway/Avenue J - South half of Lot 8 (8-2), Block 190
10. 1501 Broadway/Avenue J - Lot 6 & 7, Block 135
11. 1801 Broadway/Avenue J - Lot 7, Block 138
12. 1804 Broadway/Avenue J - Lots 8 through 10 & east half of Lot 11, Block 198
13. 1202 Church/Avenue F - South 84.16 feet of Lot 8 (8-2), Block 432
14. 1301 Church/Avenue F - Lot 7 Replat, Block 373
15. 1427 Church/Avenue F - Northwest part of Lot 1 (1-1), Block 374
16. 1527 Church/Avenue F - Lot 1R, Acres 0.1127, Undivided ½ interest
17. 1602 Church/Avenue F - South 73.17 feet of Lot 8 (8-2), Block 436
18. 1327 Market/Avenue D - Part of Lot 1 (1-1), Block 493
19. 1728 Market/Avenue D - South half of Lot 14 (14-2), Block 557
20. 1801 Market/Avenue D - Lot 7, Block 498
21. 1802 Market/Avenue D - Lot 8, Block 558
22. 902 Postoffice/Avenue E - South 87.67 feet of Lot 8 (8-1), Block 489
23. 927 Postoffice/Avenue E - North 52 feet of Lot 1 (1-1), Block 429
24. 1028 Postoffice/Avenue E - Lot 14 (14-2), Block 490
25. 1127 Postoffice/Avenue E - Lot 1, Block 431
26. 1201 Post Office/Avenue E - North 60 feet of Lot 7 (7-1), Block 432
27. 1202 – 1208 Postoffice/Avenue E - Lots 8 & 9 Block 492
28. 902 Sealy/Avenue I – South 51.5 feet of Lot 8 (8-1), Block 249
29. 1728 Sealy/Avenue I – Lots 12 thru 14, Block 257
30. 1602 Winnie/Avenue G – Lot 8, Block 376
31. 303 – 305 16th Street – Lot 7 & east half of Lot 6, Block 556
32. 302 17th Street - North 37.83 feet of Lot 1 (1-1), Block 556
33. 1127 18th Street – South 79.5 part of Lot 8 (8-1), Block 78
34. 710 19th Street – South 41.25 feet of Lot 1 (1-2), Block 318
35. 1302 21st Street/Moody – North 40 feet of Lot 1 (1-1), northwest Block 19, Galveston Outlots
36. 1124 25th Street/Rosenberg (2428 Avenue L) – Lot 14, Block 84

SECTION 4. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such

invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

SECTION 5. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 6. In accordance with the provisions of Section 12 and 13 of Article II of The City Charter this Ordinance has been publicly available in the office of the City Secretary for not less than 72 hours prior to its adoption; that this Ordinance may be read and published by descriptive caption only.

SECTION 7. This Ordinance shall be and become effective from and after its adoption and publication in accordance with the provisions of The Charter of the City of Galveston.

APPROVED AS TO FORM:

DONNA M. FAIRWEATHER
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its regular meeting held on December 13, 2018, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2018.

Secretary for the City Council
of the City of Galveston



18ZA-006

STAFF REPORT

APPLICANT:

Dr. Ramon Sanchez

REQUEST:

Text Amendment

APPLICABLE ZONING LAND USE

REGULATIONS:

Article 2: Uses and
Supplemental Standards

PROPOSED TEXT AMENDMENT:

To reclassify "Medical Office/Clinic/Lab" as a land use permitted by right in Residential, Single-Family (R-3) zoning districts.

EXHIBITS:

A – Applicant's Narrative
B – Land Development
Regulations, Article 3: District
Yard, Lot, and Setback
Standards

STAFF:

Daniel Lunsford, Planner
409-797-3659
dlunsford@galvestontx.gov

Background:

The Development Services Department has been working on a project for revisions to the Land Development Regulations (17ZA-004). This request is not related to the ongoing LDR Revisions project and has been applied for by a private individual.

Executive Summary:

The property at 1501 Broadway / Ave J has been a medical office for several decades; the applicant indicates that the building was constructed in the 1950s, and Galveston Central Appraisal District records date the building to 1969. Prior to 2015, the subject parcel was zoned Neighborhood Services – Historic (NS-H), which allowed professional offices such as medical clinics by right in Neighborhood Services (NS) zoning districts.

Under the 2015 Land Development Regulations, the property is currently zoned Residential, Single-Family (R-3). This zoning is typically associated with the city's historically significant areas, where the Medical Office/Clinic/Lab land use is not permitted except as a legally non-conforming ('grandfathered') land use.

Current City of Galveston Land Development Regulations Section 11.303(C) prohibits the addition of, or expansion to, any legally non-conforming land uses in the city:

C. Expansion of Nonconforming Uses. Nonconforming uses shall not be expanded, enlarged, extended, increased, or moved to:

1. Occupy an area of land or building that was not occupied on the effective date of these regulations;
2. Occupy any open space, parking or loading area, or landscaped area that is required by these regulations;
3. Exceed building coverage, floor area and/or height limitations of the zoning district in which the use is located;
4. Occupy any land beyond the boundaries of the property or lot as it existed on the effective date of these regulations; or
5. Displace any conforming use in the same building or on the same parcel.

The subject property is a slab-on-grade structure believed to be below base flood elevation, meaning that the structure features a concrete foundation poured directly on the ground. Because the applicant wishes to add a lab above base flood elevation in order to protect expensive medical equipment, the applicant is requesting that the Medical Office/Clinic/Lab be permitted in Residential, Single-Family-Historic (R-3) zoning.

Executive Summary Cont.

Medical Office/Clinic/Lab means office space used by health care professionals for the examination and/or treatment of patients on an outpatient basis, with no overnight stays by patients. A medical office may include a medical lab and/or clinic which is a facility offering diagnostic or pathological testing and analysis of blood, blood fluids, pathological specimens, DNA sampling and analysis, and any other diagnostic test generally recognized in the healthcare industry. The term includes immediate care facilities, where urgent care treatment is the dominant form of care provided at the facility, but does not include a hospital or state-designated trauma center.

Currently Prohibited:

Residential, Restricted (R-0)

Residential, Single-Family (R-1)

Residential, Townhouse (R-2)

Residential, Single-Family-Historic (R-3)

Currently Permitted by Right:

Multifamily (MF)

Traditional Neighborhood (TN)

Commercial (C)

Central Business (CB)

Resort/Recreation (RES-REC)

Light Industrial (LI)

Heavy Industrial (HI)

Per Land Development Regulations, Article 3: District Yard, Lot, and Setback Standards, Residential, Single-Family (R-3) addenda, some commercial activity is currently allowed on certain named traditional corner lots. This list specifically includes 1501 Broadway / Avenue J (Attachment B).

Criteria for Text Amendments

Per Section 13.700: Text Amendments of the Land Development Regulations:

Recommendations and decisions regarding petitions for amendments to the text of these regulations are legislative in nature, but shall be based on consideration of all the following criteria:

1. The proposed amendment will help to implement the adopted City of Galveston 2011 Comprehensive Plan or if it involves a topic that is not addressed or not fully developed in the City of Galveston 2011 Comprehensive Plan, the proposed amendment will not impair the implementation of the adopted City of Galveston 2011 Comprehensive Plan and other adopted special-area and special-topic plans when compared to the existing regulations.
2. The proposed amendment is consistent with the stated purposes of these regulations.

3. The proposed amendment will maintain or advance the public health, safety, or general welfare.
4. The proposed amendment will help to mitigate adverse impacts of the use and development of land on the natural or built environment, including, but not limited to mobility, air quality, water quality, noise levels, storm water management, wildlife protection, and vegetation or will be neutral with respect to these issues.
5. The proposed amendment will advance the strategic objectives of the City Council such as fiscal responsibility, efficient use of infrastructure, public services, and other articulated City objectives.

Consideration for Text Amendments

Per Section 13.700: Text Amendments of the Land Development Regulations:

Purposes: Text amendment proposals shall serve the following purposes:

1. Advancing the goals, objectives and policies of the City's Comprehensive Plan and other adopted special-area and special-topic plans;
2. Securing adequate light, air, convenience of access, and safety from fire, flood and other danger;
3. Lessening or avoiding congestion in public ways; Promoting the public health, safety, comfort, morals, convenience and general welfare; and Otherwise accomplishing the purposes of Texas Local Government Code Chapter 211, Municipal Zoning Authority.

Considerations: In preparation and considering proposals for text amendments, the Planning Commission and City Council shall pay reasonable regard to:

1. The Comprehensive Plan and related plans;
2. Current conditions and the character of current uses and structures in each district;
3. The most desirable use for which the land in each district is adapted;
4. The conservation of property values throughout the jurisdiction; and
5. Responsible development and growth.

Other Reviews

At their regular meeting of November 5, 2018, Planning Commission unanimously recommended approval of the request. City Council has the final decision authority.

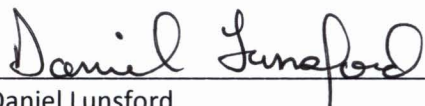
Staff Recommendation

Staff recommends approval of the request. While allowing a generally commercial land use by right in a residential zoning district may normally be intrusive and not in character with the surrounding area, the Residential, Single-Family-Historic (R-3) zoning has included some commercial land uses on listed corner lots. Even if permitted by right in the Residential, Single-Family-Historic (R-3) zoning district, the Medical Office/Clinic/Lab land use would remain limited to those corner lots specifically listed in the Land Development Regulations, Article 3: District Yard, Lot, and Setback Standards, Residential, Single-Family-Historic (R-3) addenda (refer to Attachment C).

Staff recommends approval of the request as submitted with the following conditions:

1. This requested change shall only apply to Medical Office/Clinic/Lab land use in the Residential, Single-Family-Historic (R-3) zoning district.

Respectfully Submitted,



Daniel Lunsford
Planner

11/30/2018
Date



Catherine Gorman, AICP
Assistant Director/HPO

11-30-2018
Date

September 18, 2018

LDR request for
GALVESTON DERMATOLOGY
Ramon L. Sanchez
1501 Broadway
Galveston, TX 77550

NARRATIVE:

The building where Galveston Dermatology is located was build as a Medical Clinic in 1953. Since that date it has continuously operated as a medical clinic up to the present time.

In the year 2000 the Galveston City Council granted a Specific Use Permit to the above referenced property in order to operate a medical clinic in a General Residence / Historic Overlay Zoning District (GR-H).

Most recently, in 2015, the Land Development Regulations were updated and as a result we lost our Specific Use Permit.

My request to the City Planning and City Council is to include the Medical Office / Clinic / Lab as a Permitted Comercial Use for the R-3 zone, where the clinic is located.

Thank you very much for your consideration to my request.

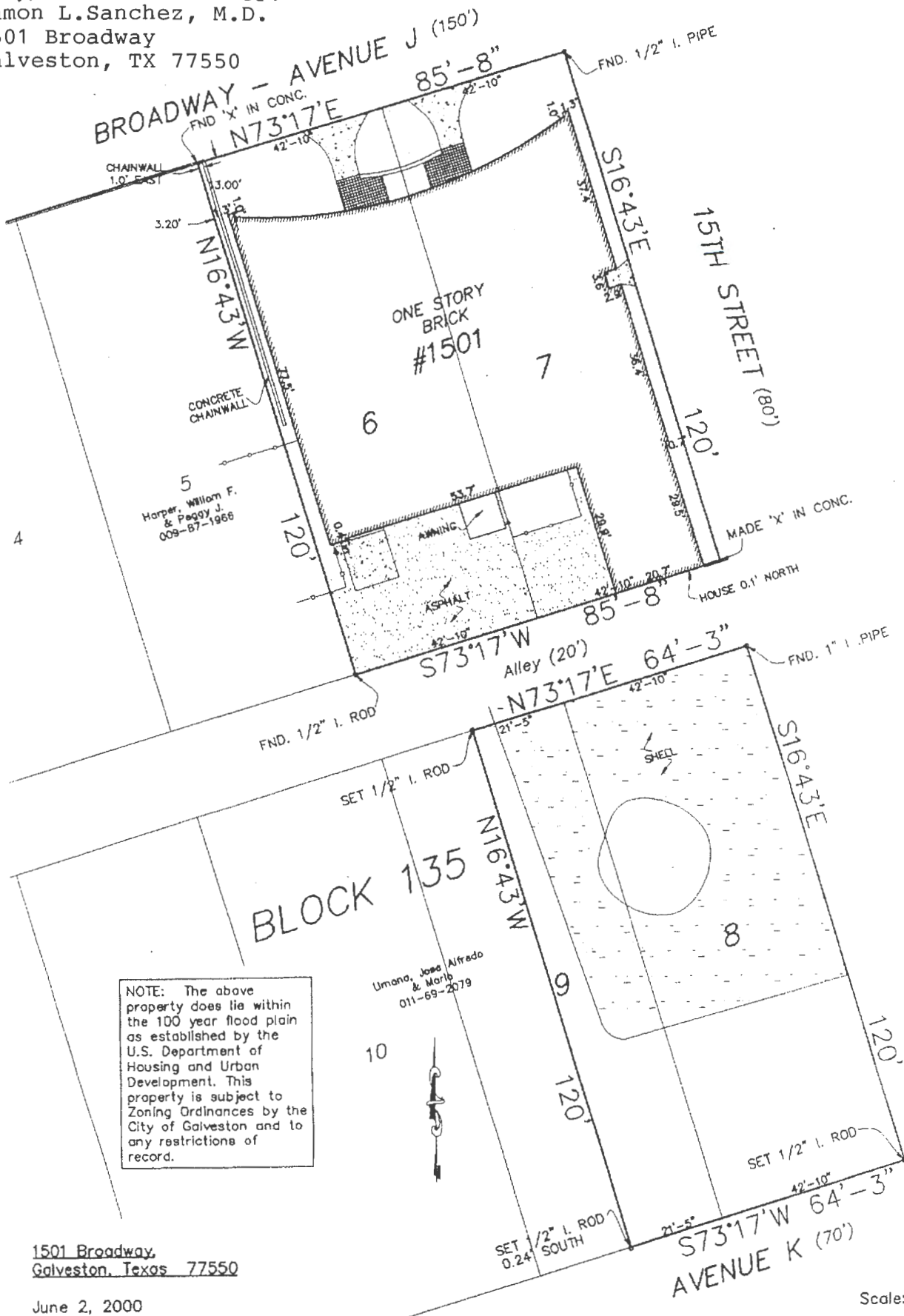
SUPPORTING DOCUMENTATION:

- The request, if granted, will not impair the implementation of the adopted Comprehensive Plan.
- The request is consistent with the stated purposes of Land Development Regulations.
- Will maintain and possibly advance the public health, safety and general welfare.
- Will be neutral with the natural or built environment and it won't have an adverse impact on it.
- Will continue to advance the strategic objectives of the City Council.

Ramon L. Sanchez

Sept 18, 2018

LDR Request
 Galveston Dermatology, P.A.
 Ramon L. Sanchez, M.D.
 1501 Broadway
 Galveston, TX 77550



1501 Broadway,
 Galveston, Texas 77550

June 2, 2000

Survey of all of Lots Six (6), Seven (7), and Eight (8) and the East one-half (1/2) of Lot Nine (9), in Block One Hundred Thirty-five (135), in the City and County of Galveston, Texas. This survey is based on the Map of the City of Galveston in common use.

Single-Family Residential (R-3)

Notes (cont.):

11. COMMERCIAL LAND USES IN CORNER STORES.

- a. Commercial activity as permitted for R-3 in corner stores shall be limited to the ground floor.
- b. Signage for corner stores shall be limited to 20 square feet maximum sign face and 15 foot max height.
- c. Gross floor area limited to 2,500 square feet
- d. Commercial land uses in corner stores shall be permitted only at the following addresses:
 1. **1801 Avenue L** - North 67.67 Feet of Lot 7 (7-1), Block 18
 2. **1806 Avenue L** - Lot 9, Block 78
 3. **1827 Avenue L (1206 19th street)** - North 73 feet of Lot 1 (1-2), Block 18
 4. **1828 Avenue L** - Lot 1, JSW Subdivision less north 2 feet
 5. **1203 Ball/Avenue H** - Northeast part of Lot 7 (7-1), Block 252
 6. **1327 Ball/Avenue H** - Lot 1, Block 253
 7. **902 Broadway/Avenue J** - South 74 Feet of Lot 8 & southeast part of Lot 9 (8-1), Block 189
 8. **928 Broadway/Avenue J** - Lot 14, Block 189
 9. **1004 Broadway/Avenue J** - South half of Lot 8 (8-2), Block 190
 10. **1501 Broadway/Avenue J - Lot 6 & 7, Block 135**
 11. **1801 Broadway/Avenue J** - Lot 7, Block 138
 12. **1804 Broadway/Avenue J** - Lots 8 through 10 & east half of Lot 11, Block 198
 13. **1202 Church/Avenue F** - South 84.16 feet of Lot 8 (8-2), Block 432
 14. **1301 Church/Avenue F** - Lot 7 Replat, Block 373
 15. **1427 Church/Avenue F** - Northwest part of Lot 1 (1-1), Block 374
 16. **1527 Church/Avenue F** - Lot 1R, Acres 0.1127, Undivided ½ interest
 17. **1602 Church/Avenue F** - South 73.17 feet of Lot 8 (8-2), Block 436
 18. **1327 Market/Avenue D** - Part of Lot 1 (1-1), Block 493
 19. **1728 Market/Avenue D** - South half of Lot 14 (14-2), Block 557
 20. **1801 Market/Avenue D** - Lot 7, Block 498
 21. **1802 Market/Avenue D** - Lot 8, Block 558
 22. **902 Postoffice/Avenue E** - South 87.67 feet of Lot 8 (8-1), Block 489
 23. **927 Postoffice/Avenue E** - North 52 feet of Lot 1 (1-1), Block 429
 24. **1028 Postoffice/Avenue E** - Lot 14 (14-2), Block 490
 25. **1127 Postoffice/Avenue E** - Lot 1, Block 431
 26. **1201 Post Office/Avenue E** - North 60 feet of Lot 7 (7-1), Block 432
 27. **1202 – 1208 Postoffice/Avenue E** - Lots 8 & 9 Block 492
 28. **902 Sealy/Avenue I** - South 51.5 feet of Lot 8 (8-1), Block 249
 29. **1728 Sealy/Avenue I** - Lots 12 thru 14, Block 257
 30. **1602 Winnie/Avenue G** - Lot 8, Block 376
 31. **303 – 305 16th Street** - Lot 7 & east half of Lot 6, Block 556
 32. **302 17th Street** - North 37.83 feet of Lot 1 (1-1), Block 556
 33. **1127 18th Street** - South 79.5 part of Lot 8 (8-1), Block 78
 34. **710 19th Street** - South 41.25 feet of Lot 1 (1-2), Block 318
 35. **1302 21st Street/Moody** - North 40 feet of Lot 1 (1-1), northwest Block 19, Galveston Outlots
 36. **1124 25th Street/Rosenberg (2428 Avenue L)** - Lot 14, Block 84



City of Galveston

Water Conservation and Drought Contingency Plan STAFF REPORT

4 December 2018

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Daniel Christodoss, P.E., City Engineer

RE: Consider for adoption an ordinance to support certification of a municipal setting designation (MSD) for the 3.644 acre tract at 4500 Old Port Industrial Road legally described in the attachment. Authorizing the City Secretary to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. The Public Works Engineering Department is responsible for compliance with Texas Commission on Environmental Quality (TCEQ) MSD requirements.
- B. In 2003, the 78th Texas Legislature passed a MSD law, effective September 1, 2003, that relates to the potability of groundwater and the requirements for removing contaminants from groundwater. The law authorized the Texas Commission on Environmental Quality (TCEQ) to receive, process and certify MSD applications for properties with contaminated groundwater that are located in cities or their extraterritorial jurisdiction. The TCEQ can certify an application **only** if there is local city support. The city has the choice to either support or not support an MSD application. Because of this need for city support, city officials can expect to be contacted by persons who wish to pursue state certification of an MSD. Cities can also pursue MSDs for their own use (TCEQ GI-326, 02/2013)
- C. An MSD is an official designation given to property within a municipality or its extraterritorial jurisdiction that certifies that designated groundwater at the property is not used as potable water, and is prohibited from future use as potable water because that groundwater is contaminated in excess of the applicable potable-water protective concentration level. The prohibition must be in the form of a city ordinance, or a restrictive covenant that is enforceable by the city and filed in the property records.
- D. The purpose of the MSD law is to provide a less expensive and faster alternative to the existing state environmental regulations governing the investigation and cleanup of contaminated groundwater. The statute substitutes a municipal ordinance or restrictive covenant in lieu of TCEQ regulations to protect the public against exposure to the contaminated groundwater.
- E. In some city locations, however, no one is using groundwater as potable water in the vicinity of the contaminated groundwater zone, and there is no plan to use that groundwater as potable water in the future because a public water supply that relies





City of Galveston

Water Conservation and Drought Contingency Plan STAFF REPORT

- on another source of water is available. For such instances, the MSD law provides an alternative to the standard TCEQ regulatory requirements. Instead of restoring or controlling the contaminated groundwater zone so it can be used as potable water, a prohibition is placed on the designated groundwater beneath the MSD property to prevent people from using the contaminated groundwater as potable water, as the means to protect the public.
- F. By providing this alternative way to address contaminated groundwater that will not be used as potable water, persons may be more inclined to develop and redevelop properties in municipal areas that have contaminated groundwater. Because people, animals, fish and plants (ecological receptors) can potentially be exposed to the contamination in other ways, the law allows the TCEQ to require the contamination to be investigated and remediated for other concerns unrelated to potable water use.
 - G. The city is not required by statute to accept, process or support MSD applications. However, for an MSD to be certified by TCEQ, municipal support for the application is paramount. Therefore, MSD certification is significantly controlled by the city. Therefore, it is up to the city to decide what is in its best interest regarding each MSD property that is proposed to be located within its border or within a bordering city. The statute does not prohibit a city from imposing additional application procedures and requirements on the applicant.

II. Current Situation

- A. Freeport McMoran, the former owners of the Galveston Sulphur Terminal have submitted an application to the City for consideration of an MSD for the 3.644 acre tract at 4500 Old Port Industrial Road
- B. The City Engineering Department reviewed the application and has initiated the public comment period.
- C. The Director of Utilities has responded that he is concerned with the presence of a potable water transmission main in an easement within the legal boundary of the proposed MSD limits.
- D. The consultant for Freeport McMoran has responded in writing to the letter from the Director of Utilities.
- E. In the event the City Council finds the MSD application acceptable with all concerns addressed in advance, an ordinance to enact the MSD is attached.

III. Impact or ramifications:

If the ordinance is not approved, the applicant will be under obligation to follow all TCEQ guidelines to meet the regulatory limits for cleanup of the contaminated groundwater plume within the MSD boundary.





City of Galveston

Water Conservation and Drought Contingency Plan STAFF REPORT

IV. Alternatives in order of priority

- A. Approve the MSD Ordinance.
- B. Do not approve the MSD Ordinance.

V. Recommendation

Approve the MSD Ordinance.

VI. Fiscal Impact Report

Funding Sources:

N/A

Respectfully Submitted,

Daniel Christodoss, P.E.
City Engineer



ORDINANCE NO. 18 - _____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, PROHIBITING THE USE OF DESIGNATED GROUNDWATER AS POTABLE FROM THE AREA COMMONLY KNOWN AS 4500 OLD PORT INDUSTRIAL ROAD AND LEGALLY DESCRIBED AS “BEING A 3.644 ACRE (158,744 SQUARE FEET) TRACT OF LAND SITUATED IN THE M.B.MENARD SURVEY, ABSTRACT NO. 628, LOCATED IN GALVESTON COUNTY, TEXAS; SUPPORTING CERTIFICATION OF A MUNICIPAL SETTING DESIGNATION FOR THE AREA BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ); PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 361, Subchapter W, of the “Texas Solid Waste Disposal Act,” authorizes the Texas Commission on Environmental Quality (“TCEQ”) to certify Municipal Setting Designations for properties upon receipt and approval of a properly submitted application to TCEQ; and,

WHEREAS, the City adopted Ordinance No. 15-036, which established procedures for the approval of municipal setting designations; and,

WHEREAS, the area commonly known as 4500 Old Port Industrial Road and more legally described as “Being a 3.644 acre (158,744 square feet) tract of land situated in the M.B. Menard Survey, Abstract No. 628, located in Galveston County, Texas, and being out of and a part of that same 71.57 acre tract of land described in the deed executed June 14, 2002 to Gulf Sulphur Services, LTD., LLP., and recorded in Galveston County Clerk’s File No.2002035773, Official Public Records of Real Property, Galveston County, Texas (O.P.R.R.G.C.T.), is not valuable as a source for potable water due to the presence of contaminants of concern in groundwater at concentrations in excess of human ingestion protective concentration levels; and,

WHEREAS, the said 3.644 acre tract is more particularly described by metes and bounds in the exhibit captioned “MSD Boundary, 3.644 Acres, M.B. Menard Survey, Abstract No.628, Galveston County, Texas and labeled herein as “Exhibit A”; and,

WHEREAS, the City does not utilize said groundwater as a source of potable water for its public water system;

WHEREAS, pursuant to Section 551.005(a) of the Texas Local Government Code, for the purpose of establishing and enforcing a municipal setting designation, the governing body of a municipality may regulate the pumping, extraction, or use of groundwater by persons other than retail public utilities, as defined by Section 13.002, Water Code, to prevent the use of or contact with groundwater that presents an actual or potential threat to human health; and

WHEREAS, pursuant to Section 551.005(b) of the Texas Local Government Code, for the purpose of establishing and enforcing a municipal setting designation, the governing body of a municipality by ordinance may extend to the extraterritorial jurisdiction of the municipality the

application of municipal ordinances; and

WHEREAS, the City Council finds that:

- (1) The eligibility criteria of Section 361.803 of the Texas Health and Safety Code have been met;
- (2) This municipal setting designation ordinance will not have an adverse effect on the current or future water resource needs or obligations of the City of Galveston;
- (3) There is a public drinking water supply system that satisfies the requirements of Chapter 341 of the Texas Health and Safety Code and that supplies or is capable of supplying drinking water to the designated property and property within one-half mile of the designated property;
- (4) This municipal setting designation ordinance is necessary because the concentration of chemicals of concern exceed concentrations considered safe for human ingestion; and

WHEREAS, the City Council of the City of Galveston, Texas deems it in the public interest to prohibit the use of designated groundwater as potable from the area located and commonly known as 4500 Old Port Industrial Road and legally described as “Being a 3.644 acre (158,744 square feet) tract of land situated in the M.B. Menard Survey, Abstract No. 628, located in Galveston County, Texas, and being out of and a part of that same 71.57 acre tract of land described in the deed executed on June 14, 2002 to Gulf Sulphur Services, LTD., LLP., and recorded in Galveston County Clerk’s File (G.C.C.F) No. 2002035773, Official Public Records of Real Property, Galveston County, Texas (O.P.R.R.G.C.T.), and supports the certification of a municipal setting designation for the area by the TCEQ as detailed below.

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

SECTION 1. That the recitals and findings in the preamble of this Ordinance are hereby found and determined to be true and correct.

SECTION 2. That for purposes of this municipal setting designation ordinance, the “designated property” means the property described in Exhibit A attached to the Ordinance.

SECTION 3. That for purposes of this municipal setting designation ordinance, “designated groundwater” means water below the surface of the designated property to a depth of 200 feet.

SECTION 4. A municipal setting designation is necessary in the area located and commonly known as 4500 Old Port Industrial Road and legally described as “Being a 3.644 acre (158,744 square feet) tract of land situated in the M.B. Menard Survey, Abstract No. 628, located in Galveston County, Texas, and being out of and a part of that same 71.57 acre tract of land

described in the deed executed on June 14, 2002 to Gulf Sulphur Services, LTD., LLP., and recorded in Galveston County Clerk's File (G.C.C.F) No.2002035773, Official Public Records of Real Property, Galveston County, Texas (O.P.R.R.G.C.T.), because the concentrations of contaminants of concern exceed human ingestion protective concentration levels and the water is not valuable as a source of potable water due to the contamination of the groundwater in excess of applicable regulatory standards.

SECTION 5. That use of the designated groundwater from beneath the designated property and including the public rights-of-way immediately adjacent to the property as potable water, defined in Section 361.801(2) of the Texas Health and Safety Code, is prohibited.

SECTION 6. That the following uses of or contacts with the designated groundwater are prohibited:

- (1) Human consumption or drinking.
- (2) Showering or bathing.
- (3) Cooking.
- (4) Irrigation of crops for human consumption.

SECTION 7. That the city council supports the application to the TCEQ for certification of a municipal setting designation for the designated property.

SECTION 8. That any person owning, operating, or controlling the designated property remains responsible for complying with all applicable federal, state, and local statutes, ordinances, rules, and regulations relating to environmental protection, and that this municipal setting designation ordinance in itself does not change any environmental assessment or cleanup requirements applicable to the designated property.

SECTION 9. That approval of this municipal setting designation ordinance shall not be construed to subject the City of Galveston to any responsibility or liability for any injury to persons or damages to property caused by any chemical of concern.

SECTION 10. That within 60 days after adoption of this municipal setting designation ordinance, the Director of Infrastructure or his/her designee, shall cause to be filed a certified copy of this municipal setting designation ordinance in the deed records of Galveston County.

SECTION 11. That within 60 days after adoption of this municipal setting designation ordinance, the Director of Infrastructure or his/her designee, shall send a certified copy of this municipal setting designation ordinance to the applicant and the TCEQ.

SECTION 12. That the Director of Infrastructure or his/her designee shall notify the TCEQ 60 days prior to any amendment or repeal of this municipal setting designation ordinance.

SECTION 13. That the applicant shall provide the Director of Infrastructure with a copy of the certificate of completion or other documentation issued by the TCEQ showing that any site investigations and response actions required pursuant to Section 361.808 of the Texas

Health and Safety Code have been completed to the satisfaction of the TCEQ within 60 days after receiving such certificate or documentation. The Director of Infrastructure may, for good cause, extend the time for submitting the documentation.

SECTION 14. That any person violating **Section 6** of this municipal setting designation ordinance, upon conviction, is punishable by a fine not to exceed \$2,000.00, and that the TCEQ shall be notified of any violations.

SECTION 15. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 16. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 17. In accordance with the provisions of Sections 12 and 13 of Article II of the City Charter this Ordinance has been publicly available in the office of the City Secretary for not less than 72 hours prior to its adoption; that this Ordinance may be read and published by descriptive caption only.

SECTION 18. This Ordinance shall be and become effective upon its adoption and publication in accordance with the provisions of the Charter of the City of Galveston.

APPROVED AS TO FORM:

DONNA M. FAIRWEATHER
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its Regular Meeting held on December 13, 2018, as the same appears in the records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2018.

Secretary for the City Council
of the City of Galveston

**MSD BOUNDARY
3.644 ACRES
M.B. MENARD SURVEY, ABSTRACT No. 628
GALVESTON COUNTY, TEXAS**

EXHIBIT A

Being a 3.644 acre (158,744 square feet) tract of land situated in the M.B. Menard Survey, Abstract No. 628, located in Galveston County, Texas, and being out of and a part of that same 71.57 acre tract of land described in the deed executed June 14, 2002 to Gulf Sulphur Services, LTD., LLP., and recorded in Galveston County Clerk's File No. 2002035773, Official Public Records of Real Property, Galveston County, Texas (O.P.R.R.P.G.C.T.), said 3.644 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with cap stamped "Tritech" found for the most easterly northeast corner of said 71.57 acre tract, lying on the westerly line of that same tract described as "First Tract" in the deed executed November 29, 1940 to the City of Galveston, and recorded in Volume 619, Page 193 of the Deed Records of Galveston County, Texas (D.R.G.C.T.), said capped iron rod also being the north corner of a residue tract out of that same tract of land described in the deed executed July 11, 1901 to Southern Pacific Terminal Company, and recorded in Volume 186, Page 53, D.R.G.C.T.;

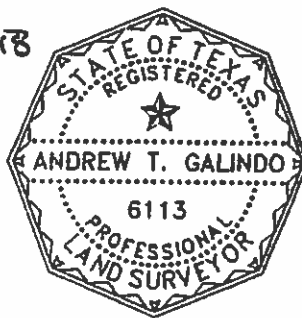
THENCE, South 11 degrees 44 minutes 21 seconds West, with the easterly line of said 71.57 acre tract, 176.51 feet to the **POINT OF BEGINNING** of the herein described tract;

1. **THENCE**, South 11 degrees 44 minutes 21 seconds West, continuing with the easterly line of said 71.57 acre tract, 606.59 feet to the southeast corner of the herein described tract, from which the most easterly southeast corner of said 71.57 acre tract bears South 11 degrees 44 minutes 21 seconds West, passing at 1,166.90 feet a railroad rail found for reference, in all 1,167.80 feet;
2. **THENCE**, North 79 degrees 29 minutes 57 seconds West, 261.46 feet to a point for the southwest corner of the herein described tract;
3. **THENCE**, North 11 degrees 39 minutes 22 seconds East, 605.93 feet to a point for the northwest corner of the herein described tract;
4. **THENCE**, South 79 degrees 38 minutes 27 seconds East, 262.35 feet to the **POINT OF BEGINNING**, and containing 3.644 acres (158,744 square feet) of land.

Basis of Bearings: Redundant RTK GPS observations based on the Texas Coordinate System, South Central Zone, NAD 83, CORS Adjustment. Distances shown are surface datum; to convert to grid multiply by a combined project scale factor of 0.999870017.

A survey exhibit of even date was prepared in conjunction with this property description.

 05/22/2018
Andrew T. Galindo, RPLS
Texas Registration No. 6113



Baseline Corporation
1750 Seamist Drive, Suite 160
Houston, TX 77008
(713) 869-0155
TBPLS Firm No. 10030200

M.B. MENARD SURVEY,
ABSTRACT NO. 628

10' PERMANENT
UTILITY EASEMENT
TO: CITY OF GALVESTON
VOL. 2961, PAGE 540
D.R.G.C.T.

A map of the Galveston area. The map shows the coastline of Galveston, Texas, with labels for 'VIRGINIA POINT' on the left, 'GALVESTON' at the bottom, 'PELICAN ISLAND' in the upper center, and 'BOLIVAR' at the top right. A rectangular box labeled 'PROJECT SITE' is located on the northern shore of Galveston, with a line pointing to a specific area on the island.

VICINITY MAP
(NOT TO SCALE)

— S11° 44' 21"W
176.51'

TO:
CITY OF GALVESTON
(FIRST TRACT)
VOL. 619, PG. 193
D.R.G.C.T.
NOV. 29, 1940

773

S79° 38' 27"E
262.35'

N11° 39' 22"E 605.93'

MSD SITE
3.644 ACRES
OR
158,744 SQ FT

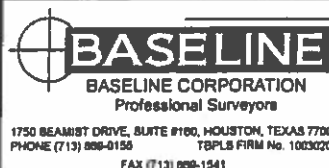
N79° 29' 57"W
261.46'

S11° 44'

TO:
SOUTHERN PACIFIC
TERMINAL COMPANY
RESIDUE OF
VOL. 186, PG. 53
D.R.G.C.T.
JUL. 11, 1901

Diagram illustrating the alignment of a railroad crossing. The diagram shows a track segment with a bearing of $S11^{\circ} 44' 21'' W$ and a distance of $1167.80'$. The track then curves, with the curve bearing labeled as $RR \text{ RAIL FND BEARS } N11^{\circ} 44' 21'' W, 0.90'$. The track continues with a bearing of $S61^{\circ} 22' 00'' W$ and a distance of $139.30'$. The track then crosses a road, with the crossing bearing labeled as $RR \text{ RAIL FND BEARS } N11^{\circ} 25' W, 0.8'$. The road is labeled **PORT INDUSTRIAL ROAD (VARIABLE WIDTH R.O.W.)**.

1. CIRF = CAPPED IRON ROD FOUND
2. D.R.G.C.T = DEED RECORDS OF GALVESTON COUNTY, TEXAS
3. O.P.R.P.G.C.T. = OFFICIAL PUBLIC RECORDS, REAL PROPERTY, GALVESTON COUNTY, TEXAS
4. G.C.C.F = GALVESTON COUNTY CLERK'S FILE
5. MSD=MUNICIPAL SETTINGS DESIGNATION
6. BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM. SOUTH CENTRAL ZONE, NAD83. CORRS ADJUSTMENT COORDINATES AND DISTANCES ARE SURFACE DATUM; TO CONVERT TO GRID MULTIPLY BY A COMBINED SCALE FACTOR OF 0.999870017
7. BEARINGS AND DISTANCES IN PARENTHESES REPRESENT RECORD CALLS
8. ABSTRACTING WAS PERFORMED BY BASELINE CORPORATION.
9. THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. OTHER EASEMENTS OR MATTERS OF RECORD MAY EXIST THAT ARE NOT SHOWN HEREON.
10. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS EXHIBIT.
11. THIS EXHIBIT IS BASED ON A SURVEY MADE ON THE GROUND IN APRIL 2018



NO.	REVISION	DATE
1.	REVISED MSD AREA	05-22-18

ORDINANCE NO. 18-_____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, CHANGING THE ZONING FROM RESIDENTIAL, SINGLE FAMILY (R-1) TO COMMERCIAL (C) ZONING DISTRICT ON PROPERTIES COMMONLY KNOWN AS 17516 SAN LUIS PASS ROAD/FM 3005 AND ADJACENT VACANT TRACT. THE PROPERTY IS LEGALLY DESCRIBED AS HALL AND JONES SURVEY, TRACT 59-1 0.644 ACRES; AND HALL AND JONES SURVEY TRACT 59-2, 1.377 ACRES, IN THE CITY AND COUNTY OF GALVESTON, TEXAS; PLANNING CASE NUMBER 18P-057; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, the Applicant, David M. Herrin and Owners, Betty Boudreaux Bohmler and Nile and Jan Carrothers, are requesting that the City change the zoning on the properties located at 17516 San Luis Pass Road/FM 3005 and adjacent vacant tract, from Residential, Single Family (R-1) zoning district to Commercial (C) zoning district. The properties are legally described as Hall and Jones Survey, Tract 59-1 0.644 Acres; and Hall and Jones Survey Tract 59-2, 1.377 Acres, in the City and County of Galveston, Texas. Planning Staff Report No. 18P-057 (“**Exhibit 1**”), is attached and fully incorporated herein for all purposes; and,

WHEREAS, as set out in the Staff Report, the northern lot of the subject lots is currently vacant and on the southern lot there is a vacant structure. The Applicant’s intent is to operate a landscaping company; and,

WHEREAS, the subject lots are surrounded by properties that are zoned Residential, Single-Family (R-1). Staff finds the change of zoning is compatible with the surrounding land uses. The subject site is in the vicinity of commercial land uses. The change of zoning and proposed use provides a neighborhood-serving commercial center on the West End that is conveniently located to meet the needs of existing and future residents; and,

WHEREAS, due to the lack of vacant land on the West End zoned for comparable development, staff finds the proposed change of zoning provides an opportunity to integrate another commercial center that is conveniently located on the West End, which can serve multiple objectives, while meeting the needs of West End residents and spurring responsible and balanced economic growth city-wide. Staff recommends the request for a change of zoning from Residential, Single Family (R-1) to Commercial (C) be approved; and,

WHEREAS, at its regular meeting of November 6, 2018, the Planning Commission voted to recommend approval of the zoning change; and,

WHEREAS, the City Council finds that the rezoning request meets the demonstrative criteria required for approval, per Division 13.601 (C), of the Land Development Regulations based on the following findings:

- a. The proposed zoning is preferable to the existing zoning in terms of its likelihood of advancing the goals, objective and policies of the City of Galveston 2011 Comprehensive Plan and other adopted plans;
- b. The proposed zoning is consistent with the future land use map prepared by staff and accompanying the staff report for this case;
- c. The proposed change is consistent with the implementation of existing or planned streets, water, wastewater, other utilities and delivery of public services to the area in which the proposed rezoning is located;
- d. The range of uses and character of development allowed by the proposed zone will be compatible with the properties in the immediate vicinity of the parcel proposed for rezoning and the parcel has sufficient dimensions to accommodate reasonable development that complies with the requirements or the Land Development Regulations including parking and buffering requirements;
- e. The pace of development and/or amount of vacant land currently zoned for comparable development in the vicinity suggests a need for the proposed rezoning in order to ensure an appropriate inventory of land to maintain a competitive land market that promotes economic development; and

WHEREAS, after conducting a public hearing, the City Council of the City of Galveston, Texas, deems it in the public interest to grant applicant's request for a change of zoning from Residential, Single Family (R-1) zoning district to Commercial (C), zoning district for the properties commonly known as 17516 San Luis Pass Road/FM 3005 and adjacent vacant tract and legally described as Hall and Jones Survey, Tract 59-1 0.644 Acres; and Hall and Jones Survey Tract 59-2, 1.377 Acres, in the City and County of Galveston, Texas.

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

SECTION 1. The findings and recitations set out in the preamble to this Ordinance are found to be true and correct and they are adopted by the City Council and made a part hereof for all purposes.

SECTION 2. The zoning classification of the properties commonly known as 17516 San Luis Pass Road/FM 3005 and adjacent vacant tract and legally described as Hall and Jones Survey, Tract 59-1 0.644 Acres; and Hall and Jones Survey Tract 59-2, 1.377 Acres, in the City and County of Galveston, Texas is hereby changed from Residential, Single Family (R-1) Zoning District to Commercial (C) Zoning District.

SECTION 3. It is declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable. If any phrase, clause,

sentence, paragraph or section of this Ordinance should be declared invalid by a final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

SECTION 4. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 5. In accordance with the provisions of Sections 12 and 13 of Article II of the City Charter this Ordinance has been publicly available in the office of the City Secretary for not less than 72 hours prior to its adoption; that this Ordinance may be read and published by descriptive caption only.

SECTION 6. This Ordinance shall be and become effective from and after its adoption and publication in accordance with the provisions of the Charter of the City of Galveston.

APPROVED AS TO FORM:

DONNA M. FAIRWEATHER
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its regular meeting held on December 13, 2018, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this ____ day of _____, 2018.

Secretary for the City Council
Of the City of Galveston



18P-057

STAFF REPORT

ADDRESS:

17516 San Luis Pass Road/FM 3005 and
Adjacent Vacant Tract

LEGAL DESCRIPTION:

Properties are legally described as Hall and Jones Survey, Tract 59-1 0.644 Acres; and Hall and Jones Survey Tract 59-2, 1.377 Acres; in the City and County of Galveston Texas

APPLICANT/REPRESENTATIVE:

David M. Herrin

PROPERTY OWNER:

Betty Boudreaux Bohmler and Nile and Jan Carrothers

ZONING:

Residential, Single Family (R-1)

REQUEST:

Change the zoning from Residential, Single Family (R-1) to Commercial (C).

STAFF RECOMMENDATION:

Approval

EXHIBITS:

- A – Zoning Map
- B – Applicant's Narrative
- C – Proposed Site Plan
- D – Zoning Comparison

STAFF:

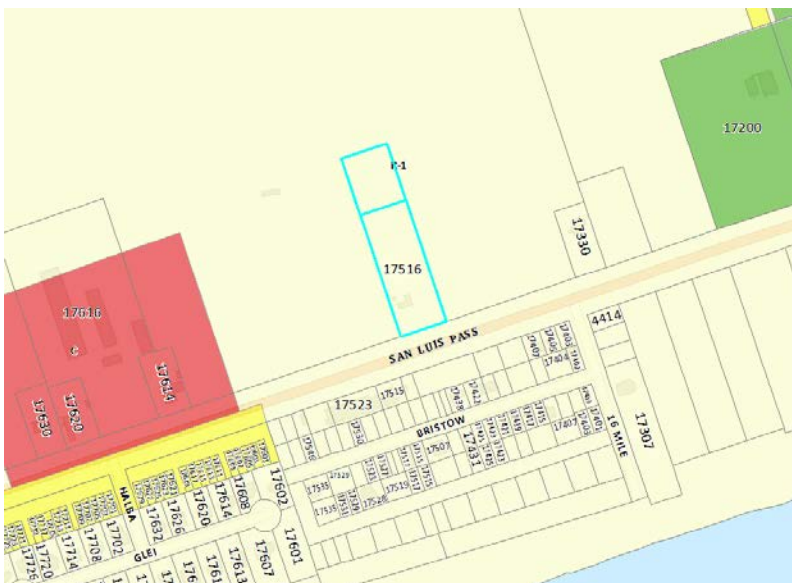
Catherine Gorman, AICP
Assistant Director/HPO
409-797-3665
cgorman@galvestontx.gov

Public Notice and Comment:

Sent	Returned	In Favor	Opposed	No Comment
15	4	3	1	0

City Department Notification Responses:

No Objections



Interpretation of Use Classification

As changes of zoning are of a permanent nature, regardless of the present proposed land use for the property, the Planning Commission and City Council must consider all potential future land uses that will become permitted uses should the request for a change of zoning be approved. Please see Exhibit D for a comparison list of the permitted uses in the Residential, Single Family (R-1) and Commercial (C) zoning districts.

Compatibility with Surrounding Land Use and Zoning

The two subject lots are surrounded by properties that are zoned Residential, Single-Family (R-1). Staff finds the change of zoning and proposed use is compatible with surrounding land uses. The subject site is in the vicinity of commercial land uses. A restaurant and grocery store are located to the south and west. The change of zoning and proposed use provides a neighborhood-serving commercial center on the West End that is conveniently located to meet the needs of existing and future residents.

Zoning and Land Use Chart

Location	Zoning	Land Use
Subject Site	Residential, Single Family (R-1)	Vacant
North	Residential, Single Family (R-1)	Vacant
South	Residential, Single Family (R-1)	Parking
East	Residential, Single Family (R-1)	Vacant
West	Residential, Single Family (R-1)	Vacant

Criteria for Approval

According to Division 13.601 (C) of the Land Development Regulations, the Planning Commission may recommend approval, and City Council may grant the approval of a rezoning request if it is demonstrated that:

1. The proposed zoning is preferable to the existing zoning in terms of its likelihood of advancing the goals, objectives and policies of the City's 2011 Comprehensive Plan and other adopted neighborhood plan, special area plan, redevelopment plan, or other plan applicable to the area;
2. The proposed zoning is consistent with the future land use map of the 2011 Comprehensive Plan (a future land use map amendment may be processed concurrently with the rezoning);
3. The proposed change is consistent with the implementation of existing or pending plans for providing streets, water and wastewater, other utilities and the delivery of public services to the area in which the parcel proposed for rezoning is located;
4. The range of uses and the character of development that is allowed by the proposed zone will be compatible with the properties in the immediate vicinity of the parcel proposed for rezoning, and the parcel proposed for rezoning has sufficient dimensions to accommodate reasonable development that complies with the requirements of these Land Development Regulations, including parking and buffering requirements; and
5. The pace of development and/or the amount of vacant land currently zoned for comparable development in the vicinity suggests a need for the proposed rezoning

in order to ensure an appropriate inventory of land to maintain a competitive land market that promotes economic development.

Conformance

Staff finds this request to be consistent with the change of zoning approval criteria as prescribed in Section 13.601 (C) of the Land Development Regulations. Due to the lack of vacant land on the West End zoned for comparable development, staff finds the proposed change of zoning provides an opportunity to integrate another commercial center that is conveniently located on the West End, which can serve multiple objectives, while meeting the needs of West End residents and spurring responsible and balanced economic growth city-wide.

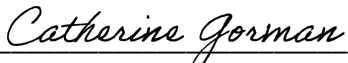
Staff Recommendation

Staff recommends the request for a change of zoning from Residential, Single Family (R-1) to Commercial (C) be approved.

Planning Commission

On November 6, 2018, the Planning Commission voted to recommend approval of this request. The vote was unanimous.

Respectfully Submitted,



Catherine Gorman, AICP
Assistant Planning Director / HPO

11-28-2018

Date



Rezoning from Residential to Commercial

The buyer plans to repair and improve the aesthetics of the current commercial building on the site and fence the property with a wooden fence. Initially the commercial use would be to move his landscape maintenance business there to store his trucks, trailers and mowers, later to set up a part of the building as his own one person office to keep books and answer the phone. The buyer would like the opportunity to expand commercial business uses in the future.

Eventually the buyer may like to open a storefront on the front part of the property to sell mulch, sod, plants, and other landscaping supplies. A commercial business like this is needed on the far west end. Currently most west end residents stop at businesses on the mainland for plants and supplies on their way in. This would be convenient for those weekend projects and bring in sales tax revenue. This location as commercial being across the street from Nate's and Seven Seas Grocery would be a good fit and the storefronts in the same area would attract customers to the other two businesses. Recently two other tracts on FM 3005 were rezoned from residential to commercial as heavy traffic along FM3005 is more conducive to commercial than residential.

This location would allow the buyer to better service their customers on the west end of the island with a property large enough area to store all their equipment; currently they have 5 trucks and trailers, tractors. They have the landscape maintenance contract for Laffite's Cove and other neighborhoods on the west end. In addition to storing landscaping equipment/ tractors mowers, trailers and trucks behind the store front , mulch, sod, landscaping supplies, flagstone and plants may be stored. Setbacks will be observed per LDR's , appropriate screening and appropriate measures shall be taken to contain, cover, or otherwise secure materials that are likely to generate wind-blown dust or debris that may affect adjacent properties, including any bulk mulch, soil, rock, and similar materials.

This property is more conducive to commercial use than residential.

Privacy Fence

Privacy Fence

Privacy Fence

Truck Parking
Equipment
Tractor
Bulk Plants
Trailer Parking
Outdoor Storage
Bulk Material

Privacy Fence

Gate

Privacy Fence

plants

Building

Pergola
shade plants

Parking

Privacy Fence

mulch

Privacy Fence

Gate

Gate

landscaping

landscaping

landscaping

plants

Flagstone

17516 FM 3005

Permitted Uses: Agricultural and Residential Uses		
P = permitted use; L = limited use; S = specific use review; “-” = prohibited use		
Zoning Comparison		
Agricultural Land Use	R-1	C
Agricultural Support	-	-
Agriculture/Urban Farming	-	P
Commercial Stable	-	-
Residential Stable	-	-
Nursery or Greenhouse, Wholesale	-	-
Veterinarian, Large Animal	-	-
Residential Land Uses	R-1	C
Accessory Dwelling Unit	P	L
Bed and Breakfast	-	P
Boarding House, Dormitory, Fraternity or Sorority	-	P
Child Care Facility, Residential (Day Care)	-	P
Community Garden	-	P
Cottage Food Production	P	P
Home Based Occupation/Business	-	P
Home Based Occupation	P	P
Hospital House Establishment	-	P
Live-Work Unit	-	P
Manufactured Housing Development	-	-

Residential Land Uses	R-1	C
Multi-Family Residential	-	P
Personal Care Homes (DADS)	P	P
Short Term Rental Residential Dwelling	P	P
Single-Family Attached	-	P
Single-Family Detached	P	P

Permitted Uses: Commercial Uses		
P = permitted use; L = limited use; S = specific use review; "-" = prohibited use		
Zoning Comparison		
Commercial Land Uses	R-1	C
Adult Day Care	-	P
Adult Use (SOB)	-	S
Alcoholic Beverage Sales, Liquor Store or Package	-	P
Arena / Stadium	-	P
Auto Service/Fueling or Charging Station	-	L
Bar	-	P
Child Care Facility, Day Care (Commercial)	-	P
Cleaning / laundry pick-up station	-	P
Cleaning / laundry-mat self service	-	P
College / University / Vo-Tech	-	P
Commercial Amusement/Recreation Indoor	-	L

Commercial Land Uses	R-1	C
Commercial Amusement/Recreation Outdoor	-	L
Commercial Lodging (Hotel)	-	P
Correctional or Rehabilitation Facility	-	S
Credit Access Business	-	L
Flea Market	-	L
Gun Shop	-	L
Heavy Vehicle, Manufactured Home, Watercraft or Aircraft Sales or Rental	-	-
Homeless Shelter	-	S
Hospital	-	P
Kennel	-	L
Library	-	P
Medical Office / Clinic / Lab	-	P
Music Instruction	P	P
Nursery or Greenhouse, Retail	-	P
Nursery Wholesale	-	L
Nursing / Convalescent Home	-	P
Office	-	P
Parking Lot, Commercial Surface Parking Area	-	-
Parking Structure or Lot Incidental to Main Use	-	L
Parking Structure – Mixed Use	-	L

Commercial Land Uses	R-1	C
Passenger Motor Vehicle Sales or Rental	-	L
Pawn Shop	-	P
Personal Fitness	-	P
Pet Grooming Services	-	P
Place of Private Assembly	-	P
Place of Public Assembly	-	P
Private Club	-	P
Professional Services, Instruction/Counseling	-	P
Public Safety Facility	-	P
Recreation Indoor	-	P
Recreation Outdoor	-	P
Recycling Center	-	L
Restaurant, Drive-In / Through	-	L
Restaurant, No Drive-In / Through	-	P
Retail - Big Box	-	L
Retail - Commercial	-	P
RV Park	-	L
School: Private	-	P
Self Storage	-	P
Short Term Rental Residential Dwelling	P	P
Substance Abuse Facility	-	S
Vehicle Wash	-	P
Vending Kiosk/ATM	-	L
Veterinarian, Small Animal	-	P
Wholesale	-	L

Permitted Uses: Industrial, Public/Private Uses		
P = permitted use; L = limited use; S = specific use review; "-" = prohibited use		
Zoning Comparison		
Industrial Land Use	R-1	C
Automotive Wrecking and Salvage Yard; Junkyard; Recycling Business	-	-
Heavy Industry	-	-
Light Industry	-	-
Mining / Extraction	-	-
Research and Testing Laboratory	-	P
Parking and/or Multimodal Transportation Facility	-	P
Power Generation	-	-
Public Utility Facility, Neighborhood	-	P
Towing Service Facility	-	S
Uses involving Radioactive Material, not including uses related to diagnosis and treatment of illness; and, construction applications; and, academia and scientific research	-	-
Public/Private Land Uses	R-1	C
Airport	-	-
Cemetery	-	S
Heliport	-	-
Helistop	-	L
Marina	-	P
Public Utility Plant	-	P
Rail Yard	-	-
Port and Harbor Facilities	-	-
Wireless Telecommunication Facility	-	S

ORDINANCE NO. 18-__

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, DESIGNATING THE PROPERTY LOCATED AT 1316 24TH STREET AND LEGALLY DESCRIBED AS THE PORTION OF NORTHEAST BLOCK 17 (1000-8) GALVESTON OUTLOTS, IN THE CITY AND COUNTY OF GALVESTON, TEXAS AS A HISTORICALLY OR ARCHEOLOGICAL SIGNIFICANT SITE IN NEED OF TAX RELIEF TO ENCOURAGE ITS PRESERVATION; GRANTING A SUBSTANTIAL REHABILITATION FOR HISTORIC PROPERTY TAX EXEMPTION; DESIGNATING THE CITY MANAGER TO EXECUTE THOSE DOCUMENTS NECESSARY TO IMPLEMENT THE TAX INCENTIVE PROGRAM; PLANNING CASE NUMBER 18LC-073; , MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, City Council adopted Ordinance No. 00-035, a historic preservation tax exemption program encouraging the rehabilitation of commercial structures (predominately large scale - greater than 10,000 square feet in floor area), that are designated as a Galveston Landmark or as contributing to a Galveston Historic Zoning District; and,

WHEREAS, on July 23, 2015, City Council adopted Ordinance No. 15-059, a financial incentives program for Historic Properties. This program extended the current tax exemption program to include residential properties that are rehabilitated or undergo substantial maintenance/repairs to encourage its historic preservation; and,

WHEREAS, property owners may apply to City Council for a Substantial Rehabilitation for Historic Properties Tax Exemption ad valorem property tax exemption when a structure is designated as a Galveston Landmark or is contributing to a Galveston Historic Zoning District as stated in the provisions of the City of Galveston Financial Incentives Program for Historic Properties Ordinance No. 15-059; and,

WHEREAS, Applicant and Property Owners, Ellen Kay, Kell Investment Group, LLC., are requesting that the structure located at 1316 24th Street and legally described as the Portion of Northeast Block 17 (1000-8) Galveston Outlots, in the City and County of Galveston, Texas, be officially designated as a historically or archeologically significant site in need of tax relief to encourage its preservation; and,

WHEREAS, if the tax exemption for the subject property is granted, the assessed value, in whole or in part, will be “frozen” for the requested ten (10) year period associated with the approved tax exemption. This program freezes the City’s portion of the property tax at the pre-improvement value of the property which is currently at \$131,350.00. The exemption shall be effective on **January 1, 2019**, the year following the verification by City Council of substantial rehabilitation of the historic property and grant of the tax exemption (December/2018), and continue for the ten year period thereafter, expiring on **December 31, 2028**. After expiration of the tax exemption, the

City of Galveston shall levy property taxes to the full assessed value as determined by the Galveston Central Appraisal District; and,

WHEREAS, the property meets the criteria of the Substantial Rehabilitation for Historic Properties Tax Exemption program, as set out in the Staff Report, attached as **Exhibit 1** and incorporated herein for all intents and purposes; and,

WHEREAS, at its regular meeting of March 21, 2016, the Landmark Commission certified that the proposed work was in conformance with the Substantial Rehabilitation for Historic Properties Tax exemption program and on December 3, 2018, the Landmark Commission verified that the requirements of the program were met and voted to recommend approval of the request; and,

WHEREAS, Staff recommends approval of the request for Substantial Rehabilitation for Historic Properties Tax Exemption; and,

WHEREAS, after notice and public hearing as required by law, the City Council finds that it is in the public's interest to approve the application, and designate the structure located at 1316 24th Street and legally described as the Portion of Northeast Block 17 (1000-8) Galveston Outlots, in the City and County of Galveston, Texas, as a historically or archeologically significant site in need of tax relief to encourage its preservation and grant a Substantial Rehabilitation for Historic Properties Tax Exemption.

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

SECTION 1. The findings and recitations set out in the preamble to this Ordinance are found true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. After public hearing, the City Council grants a Substantial Rehabilitation for Historic Properties Tax Exemption of the structure located at 1316 24th Street and legally described as the Portion of Northeast Block 17 (1000-8) Galveston Outlots, in the City and County of Galveston, Texas.

SECTION 3. Pursuant to City of Galveston Ordinance Number 15-059, the City Council designates the structure as a “historically or archeologically significant site in need of tax relief to encourage its preservation”. The property is eligible to participate in the City of Galveston’s Substantial Rehabilitation for Historic Properties Tax Exemption Program. The City Manager of the City of Galveston is hereby authorized to execute all necessary documents.

SECTION 4. The exemption shall be effective on **January 1, 2019**, the year following the grant of the Substantial Rehabilitation for Historic Properties Tax

Exemption, and continue for the ten-year period thereafter, expiring on **December 31, 2028**.

SECTION 5. The exemption will freeze the City portion of the property tax for a period of 10 years at the pre-improvement value of \$131,350.00.

SECTION 6. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

SECTION 7. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 8. In accordance with the provisions of Sections 12 and 13 of Article II of The City Charter this Ordinance has been publicly available in the office of the City Secretary for not less than 72 hours prior to its adoption; that this Ordinance may be read and published by descriptive caption only.

SECTION 9. This Ordinance shall become effective upon its adoption and publication in accordance with the provisions of The Charter of the City of Galveston.

APPROVED AS TO FORM:

DONNA M. FAIRWEATHER
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its Regular Meeting held on December 13, 2018, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____, 2018.

Secretary for the City Council
of the City of Galveston



18LC-073

STAFF REPORT

ADDRESS:

1316 24th Street

LEGAL DESCRIPTION:

Property is legally described as the Portion of Northeast Block 17 (1000-8), Galveston Outlots, in the City and County of Galveston, Texas.

APPLICANT/REPRESENTATIVE:

Ellen Kay, Kell Investment Group, LLC

PROPERTY OWNER:

Same

ZONING DISTRICT:

Residential, Single-Family, Historic District (R-3-H)

HISTORIC DISTRICT:

Silk Stocking

REQUEST:

Request for Verification as a participant in the Substantial Rehabilitation for Historic Properties Tax Exemption Program

STAFF RECOMMENDATION:

Approval

EXHIBITS:

A – Itemized List of Costs

STAFF:

Catherine Gorman, AICP
Historic Preservation Officer
409-797-3665
cgorman@galvestontx.gov



Analysis

On March 21, 2016, the Landmark Commission certified that proposed work to the subject property was in conformance with the Substantial Rehabilitation for Historic Properties Tax Exemption Program. The applicant has completed the work and is requesting verification that the requirements of the program have been met. The threshold to participate is \$58,085.00. The applicant has submitted documentation that supports a total expenditure of \$70,945.97.

The City Council has the final authority on the Substantial Rehabilitation for Historic Properties Tax Exemption Program. The tax exemption will freeze the City portion of the property tax for a period of 10 years at the pre-improvement value of \$131,350. City Council will review the request at the December 13, 2018 meeting.

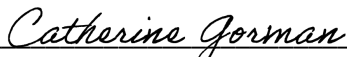
Staff Recommendation

Staff recommends that the Landmark Commission recommend to the City Council that the applicant has successfully completed the requirements of the Substantial Rehabilitation for Historic Properties Tax Exemption Program and that the City Council grant the tax exemption.

Landmark Commission

The Landmark Commission will review at the December 3, 2018 regular meeting.

Respectfully Submitted,



Catherine Gorman, AICP
Assistant Director/HPO

11-28-2018

Date

1316 24th Street, Galveston

Foundation Repairs and Leveling	\$ 4,915.00
Electrical Rewire	\$ 12,400.00
New Roof and Decking	\$ 11,178.24
HVAC 1	\$ 16,800.00
HVAC 2	\$ 17,502.88
Supplies	\$ 149.85
Sheetrock, tape, float, texture, paint, latch	\$ 2,225.00
Hot water heater venting	\$ 325.00
Gas Piping	\$ 2,245.00
Gas line to meter	\$ 880.00
Sewer Venting , Drain and Water Line	\$ 1,350.00
Sewer Drain and permit	<u>\$ 975.00</u>
Total	\$ 70,945.97

ORDINANCE NO. 18-___

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, GRANTING A SPECIFIC USE PERMIT TO PLACE A WIRELESS TELECOMMUNICATION ANTENNA ON THE ROOF OF THE STRUCTURE IN A CENTRAL BUSINESS-HISTORIC-GALVESTON LANDMARK, (CB-H-GL), ZONING DISTRICT, ON PROPERTY COMMONLY KNOWN AS **2102 STRAND/AVENUE B**, AND LEGALLY DESCRIBED AS LOT 8, BLOCK 681, IN THE CITY AND COUNTY OF GALVESTON, TEXAS; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT. PLANNING CASE NUMBER 18P-56.

WHEREAS, Applicant, Mastec Network Solutions, Bianca Ardion – representative, and the Owner, Naya Investments, LLC., M.J. Udawala, request a Specific Use Permit for a wireless telecommunication antenna to be placed on the roof of the structure in a Central Business-Historic-Galveston Landmark (CB-H-GL), zoning district. The property is commonly known as **2102 Strand/Avenue B** and legally described as Lot 8, Block 681, in the City and County of Galveston, Texas; Planning Case Number (18P-56); and,

WHEREAS, the subject site is zoned Central Business-Historic-Galveston Landmark (CB-H-GL). A Specific Use Permit is required in order to install wireless equipment in a designated Historic District; and,

WHEREAS, **2102 Strand/Avenue B** is a .118-acre tract of land located in the Central Business with a Historic overlay (CB-H) zoning district that functions as retail on the street level and residential above. The structure takes up the entire lot. The structure is also a Galveston Landmark; and,

WHEREAS, as set forth in the attached and fully incorporated Staff Report, with Exhibits, (Exhibit A), the applicant submitted a permit to replace cell tower equipment on the roof of the structure located at the above address located in the Strand Mechanic Historic District. According to City records no Specific Use Permit was ever issued for a “Wireless Telecommunication Tower” to be installed at this location. The applicant is requesting a Specific Use Permit (SUP) in order for the wireless telecommunication equipment to remain on the roof of the structure; and,

WHEREAS, the wireless antennas are highly visible on all sides of the structure. The applicant is proposing to utilize stealth technology in order to completely hide the antennas. The Applicant proposes to use faux partial walls above the cornice of the roof to camouflage the antennas as detailed in Exhibit B, attached herein. The proposed modifications will change the appearance of the historic structure; and,

WHEREAS, Staff finds the proposed use on the property to be compatible with surrounding land uses and will not adversely affect the surrounding properties; and, are in compliance with the following SEC. 13.402 standards:

1. The specific use will be consistent with any applicable goals, objectives, and policies of the *City of Galveston 2011 Comprehensive Plan* and any adopted neighborhood or special area plans; and,
2. The specific use will not materially detract from the character of the immediate area or negatively affect the anticipated development or redevelopment trend; and,
3. The specific use is conducted in a manner that is not materially more disruptive to adjacent properties than uses permitted as-of-right in the district, unless the specific use is temporary and its limited duration will help to minimize the impact.

WHEREAS, the Landmark Commission, at their regular meeting of November 5, 2018, voted to recommend approval of this Specific Use Permit; with the omission of condition #3 that the antennas be moved away from the edge of the roof to provide less visibility; and,

WHEREAS, the Planning Commission, at their regular meeting of November 6, 2018, voted to recommend approval of this Specific Use Permit with the omission of condition #3 that the antennas be moved away from the edge of the roof to provide less visibility; and,

WHEREAS, Staff recommends Case 18P-056 be approved with certain conditions specified in Section 3 below; and,

WHEREAS, after notice and public hearing as required by law, the City Council finds it is in the public interest to grant this Specific Use Permit subject to conditions set forth in Section 3 below.

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

SECTION 1. The findings and recitations set out in the preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. Subject to conditions set forth in Section 3, the Applicant is hereby granted a Specific Use Permit for a wireless telecommunication antenna to be placed on the roof of the structure in the Central Business-Historic-Galveston Landmark (CB-H-GL) zoning district. The property is commonly known as **2102 Strand/Avenue B** and legally described as Lot 8, Block 681, in the City and County of Galveston, Texas; Planning Case Number (18P-56).

SECTION 3. This Specific Use Permit shall be issued to the Applicant/Owner subject to the following conditions:

Specific Conditions for Case 18P-56:

1. The applicant must adhere to the design, placement and materials as submitted in “Exhibit C” with the following modifications;
2. The faux walls proposed on the south, east and north elevations shall be omitted;
3. The antennas shall be moved away from the edge of the roof to provide less visibility;

Standard Conditions of a Specific Use Permit:

4. The applicant shall adhere to all comments/conditions received from City departments. Should conformance with the comments/conditions require alterations to the project, as approved, the case must be returned to the Planning Commission for additional review and approval. Failure to comply with all comments/conditions may result in penalties and/or revocation of this permit;
5. Any change to the land use layout shall be submitted to the Development Services Department for possible review by the Planning Commission and City Council;
6. The applicant submit for approval all plans to the Development Services Department for compliance with all City Codes and Standards; and,
7. The applicant must comply with all outdoor lighting requirements per Article 7 of the 2015 *Land Development Regulations*.

SECTION 4. This Specific Use Permit approved in accordance with the provisions of this Ordinance in its original form, and as may be amended, shall be issued to the Applicant whose name appears on the application and shall be valid only as long as the Applicant uses it in accordance with the conditions and standards established herein. Any violation of any of the conditions of this Specific Use Permit enumerated herein shall upon the option of the City Council cause this Specific Use Permit to be canceled and declared void and of no further effect.

SECTION 5. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 6. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 7. In accordance with the provisions of Sections 12 and 13 of Article II of the City Charter this Ordinance has been publicly available in the office of the City Secretary for not less than 72 hours prior to its adoption; that this Ordinance may be read and published by descriptive caption only.

SECTION 8. This Ordinance shall become effective upon its adoption and publication in accordance with the provisions of the Charter of the City of Galveston.

APPROVED AS TO FORM:

DONNA M. FAIRWEATHER
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its regular meeting held on December 13, 2018, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this ____ day of _____, 2018.

Secretary for the City Council
of the City of Galveston

City Council

Planning and Development Division

City of Galveston

December 13, 2018

**18P-056****STAFF REPORT****ADDRESS:**

2102 Strand/Avenue B

LEGAL DESCRIPTION:

Property is legally described as Lot 8, Block 681, in the City and County of Galveston, Texas

APPLICANT:

Mastec Network Solutions, Bianca Ardion

PROPERTY OWNER :

Naya Investments LLC., M.J. Udawala

ZONING:

Central Business – Historic – Galveston
Landmark (CB-H-GL)

REQUEST:

Specific Use Permit for Wireless
Telecommunication Tower

APPLICABLE ZONING LAND USE**REGULATIONS:**

13.203 C. Specific Use Permit

EXHIBITS:

- A – TOWAIR for FAA Heights
- B – Applicants Submittal
- C – LDR 2.368 Wireless Telecommunication Facility
- D – Design Standards for Communications Equipment

STAFF:

Janice Norman, Planning Manager, CFM

jnorman@galvestontx.gov**City Department Notification Responses:**

None

Public Notice and Comment:

Sent	Returned	In Favor	Opposed	No Comment
15				

**Background:**

The applicant submitted a permit to replace cell tower equipment on the roof of the structure located at the above address located in the Strand Mechanic Historic District. According to City records no Specific Use Permit was ever issued for a “Wireless Telecommunication Tower” to be installed at this location. The applicant was informed that a Specific Use Permit is required in order to install wireless equipment in a designated Historic District.

Executive Summary:

The applicant is requesting a Specific Use Permit (SUP) in order for the wireless telecommunication equipment to remain on the roof of the structure. The applicant is proposing to use faux partial walls above the cornice of the roof to camouflage the antennas. See Exhibit B for details.

Site Details: 2102 Strand is a .118-acre tract of land located in the Central Business with a Historic overlay (CB-H) zoning district that functions as retail on the street level and residential above. The structure takes up the entire lot. The wireless antennas are highly visible on all sides of the structure. On the west side of the structure the antennas are especially visible because they are attached to the outside of the building making them stand out.

Ability of the Property to be used under Current Zoning The subject site is zoned Central Business – Historic the structure is also a Galveston Landmark (CB-H-GL). A “Wireless Telecommunication Facility” land use requires a Specific Use Permit in all zoning districts except Heavy Industry (HI). The applicant is proposing to utilize stealth technology in order to completely hide the antennas. However, the proposed modifications will change the appearance of the historic structure.

Zoning and Land Use	Location	Zoning	Land Use
	Subject Site	Central Business - Historic - Galveston Landmark (CB-H-GL)	Commercial
	North	Central Business – Historic (CB-H)	Commercial
	South	Central Business – Historic (CB-H)	Commercial
	East	Central Business – Historic (CB-H)	Commercial
	West	Central Business – Historic (CB-H)	Commercial

Impact on Transportation System There will be no adverse impact on the transportation system.

Parking Requirements There is no parking requirement for the Central Business (CB) zoning district, and the requested antenna will create no new parking demand.

Height The following chart describes the heights of the antennas and the proposed stealth panels. From the chart below the stealth panels will exceed the antennas by as much as 3-feet in order to hide the equipment. According to the drawings the stealth panels will be painted to match the building.

Location	Support	Elevation AGL (Ft-in)			
		B/Support	RAD	Antenna Tip	Top of Stealth Panel
Sector Alpha	Sled	60'-8"	63'-0"	65'-2"	65'-6"
Sector Beta	Platform	60'-10"	64'-0"	66'-2"	69'-0"
Sector Gamma	Sled	60'-11"	64'-0"	66'-2"	66'-6"

Design Standards for Historic Properties The *Design Standards* guide rehabilitation, alteration, expansion and new construction projects involving locally-designated individual historic landmarks and properties in locally-designated historic districts. They also guide Landmark Commission review of such projects, helping the City and property owners maintain the special qualities of Galveston’s historic resources. Please reference below what the Design Standards state

regarding Communications Equipment:

Communications Equipment

Communications equipment includes antennae, satellite dishes, telecommunication dishes and cell phone equipment. Most such equipment has diminished greatly in size in recent years. The placement of communications equipment in a historic district requires prior approval by the Landmark Commission, if the equipment will be visible from the public right-of-way.

Minimize the visual impacts of communications equipment.

Appropriate

- Position communications equipment to be hidden or minimally-visible from public streets (including both streets on corner lots).
- Remove communications equipment that is no longer functional.
- Combine multiple antennae into one array wherever possible.
- Install satellite and telecommunications dishes that are minimal in size.

Inappropriate

- Do not damage exterior woodwork or trim detail during installation of communications equipment.
- Do not print or affix advertising on communications equipment, including satellite dishes.

The Federal Communications Commission (FCC) does not allow a local historic commission to deny the installation of most communications' equipment. However, a commission may regulate the placement of such equipment on a structure. If proper reception can be obtained, the Landmark Commission requires that communications equipment be installed in one of the following locations:
On the rear wall or the rear half of the side walls Behind a chimney

If reception is not possible in one of the above locations, the Commission will evaluate alternatives.

Commercial Building Standards

Historic Commercial Façades

Historic commercial façades in Galveston typically have a number of character-defining features that convey the historic significance of the property and also promote visual interest. Such features should not be altered, obscured or removed.

4.22 Preserve the character-defining elements of a historic commercial façade.

Appropriate Features to Preserve

- **Cornice molding:** A decorative band at the top of the building.

Specific Use Permits

SEC. 13.402 SPECIFIC USES

- A. **Generally.** The standards of this Section are applicable to all uses classified as specific uses by these regulations. Individual specific uses shall also comply with the

applicable standards in Article 2, Permitted Uses and Supplemental Standards. All specific uses shall comply with all of the following standards:

1. The specific use will be consistent with any applicable goals, objectives, and policies of the *City of Galveston 2011 Comprehensive Plan* and any adopted neighborhood or special area plans;
2. The specific use will not materially detract from the character of the immediate area or negatively affect the anticipated development or redevelopment trend; and
3. The specific use is conducted in a manner that is not materially more disruptive to adjacent properties than uses permitted as-of-right in the district, unless the specific use is temporary and its limited duration will help to minimize the impact. Conditions of approval may be attached to the specific use to ensure that this requirement is satisfied.

Conformance

The west wall is in location C: Less Visible Secondary Wall; Preservation is still preferred but additional flexibility exists for compatible replacement or alteration. On the west side of the property a sled mount structure will be mounted on the roof and the existing antennas will be attached then covered with a faux “skin” to match the west wall. Staff finds this does conform since these are the least visible and they are not on a primary façade. Please reference Exhibit D.

The south, east and north elevations are located in Location A: Primary Façade; Preservation and repair of features in place is the priority. The applicant is proposing a faux wall to be on the roof on the southeast corner the northeast corners to hide the communication equipment. These are proposed to be painted to match the existing wall. The Design Standards state Historic commercial façades in Galveston typically have a number of character-defining features that convey the historic significance of the property and also promote visual interest. Such features should not be altered, obscured or removed. Based on the Design Standards the primary facades should not be modified. If possible, the antennas should be moved to the center of the roof or away from the edge where they will be less visible.

Other Reviews

On November 5, 2018, Landmark Commission recommended approval with the omission of condition #3:

The antennas shall be moved away from the edge of the roof to provide less visibility

On November 6, 2018, Planning Commission recommended approval with the omission of condition #3:

The antennas shall be moved away from the edge of the roof to provide less visibility

Staff

Recommendation

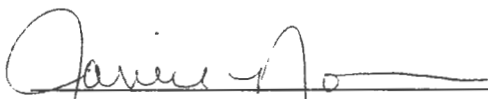
Staff recommends Case 18P-056 be approved with the following modifications:

Specific Conditions to 18P-056;

1. The applicant must adhere to the design, placement and materials submitted in “Exhibit C” with the following modifications:
2. The faux walls proposed on the south, east and north elevations shall be omitted;
3. The antennas shall be moved away from the edge of the roof to provide less visibility;

4. The applicant shall adhere to all comments/conditions received from City departments. Should conformance with the comments/conditions require alterations to the project, as approved, the case must be returned to the Planning Commission for additional review and approval. Failure to comply with all comments/conditions may result in penalties and/or revocation of this permit;
5. Any change to the land use layout shall be submitted to the Development Services Department for possible review by Planning Commission and City Council;
6. The applicant submit for approval all plans to the Development Services Department for compliance with all City Codes and Standards;
7. The applicant must comply with all outdoor lighting requirements per Article 7 of the 2015 *Land Development Regulations*;

Respectfully Submitted,



Janice Norman, Planning Manager

10/30/18
Date



Catherine Gorman, AICP, Assistant Director/HPO
Development Services

10-30-18
Date

TOWAIR Determination Results

A routine check of the coordinates, heights, and structure type you provided indicates that this structure does not require registration.

*** NOTICE ***

TOWAIR's findings are not definitive or binding, and we cannot guarantee that the data in TOWAIR are fully current and accurate. In some instances, TOWAIR may yield results that differ from application of the criteria set out in 47 C.F.R. Section 17.7 and 14 C.F.R. Section 77.13. A positive finding by TOWAIR recommending notification should be given considerable weight. On the other hand, a finding by TOWAIR recommending either for or against notification is not conclusive. It is the responsibility of each ASR participant to exercise due diligence to determine if it must coordinate its structure with the FAA. TOWAIR is only one tool designed to assist ASR participants in exercising this due diligence, and further investigation may be necessary to determine if FAA coordination is appropriate.

DETERMINATION Results

PASS SLOPE(100:1): NO FAA REQ-RWY MORE THAN 10499 MTRS & 7533.74 MTRS (7.53369 KM) AWAY

Type	C/R	Latitude	Longitude	Name	Address	Lowest Elevation (m)	Runway Length (m)
AIRP	R	29-16-25.00N	094-51-33.00W	SCHOLES INTL AT	GALVESTON, GALVESTON TX	1.4	1829.0999999999999

Your Specifications

NAD83 Coordinates

Latitude	29-18-28.5 north
Longitude	094-47-32.0 west

Measurements (Meters)

Overall Structure Height (AGL)	25.6
Support Structure Height (AGL)	17.7
Site Elevation (AMSL)	4

Structure Type

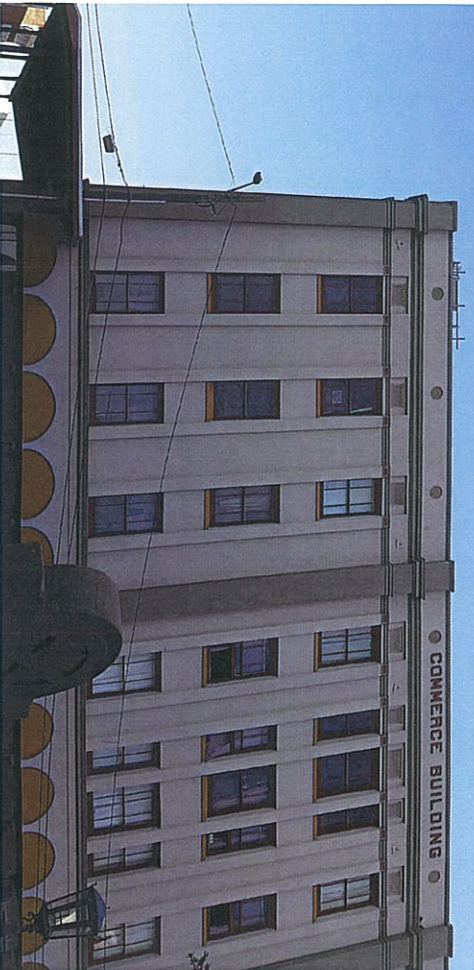
B - Building

Tower Construction Notifications

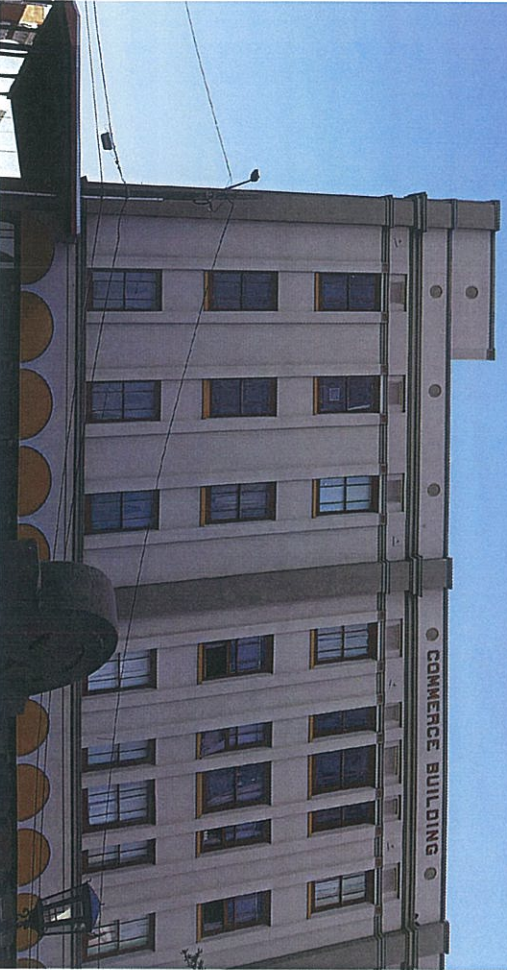
Notify Tribes and Historic Preservation Officers of your plans to build a tower.

CLOSE WINDOW

EXISTING



SIMULATION - A1



STEALTH
GO UNNOTICED

800.755.0689 | stealthconcealment.com

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SIMULATION IS AN APPROXIMATE REPRESENTATION OF OUR PROPOSED CONCEALMENT SOLUTION. ACTUAL CONCEALMENT(S) MAY VARY.

The Strand
HX1024
AT18-00689H-00 G24M

EXISTING



SIMULATION - B1



STEALTH
GO UNNOTICED

800.755.0689

stealthconcealment.com

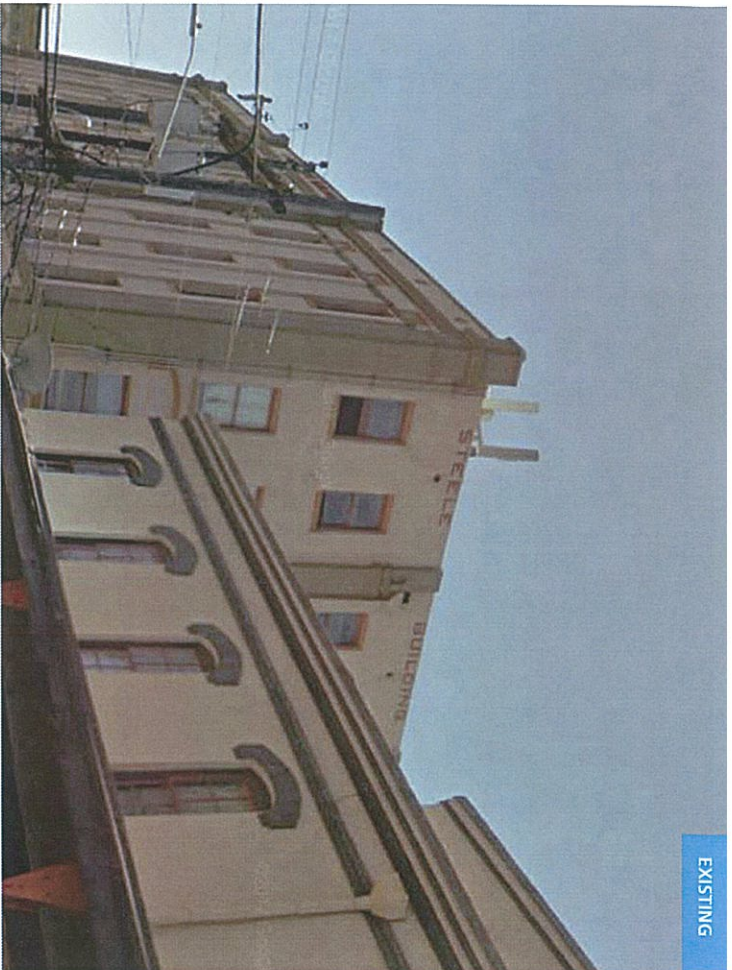
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SIMULATION IS AN APPROXIMATE REPRESENTATION OF OUR TECHNOLOGY. SOLUTION ACTUAL CONCEALMENT IS NOT GUARANTEED.

The Strand

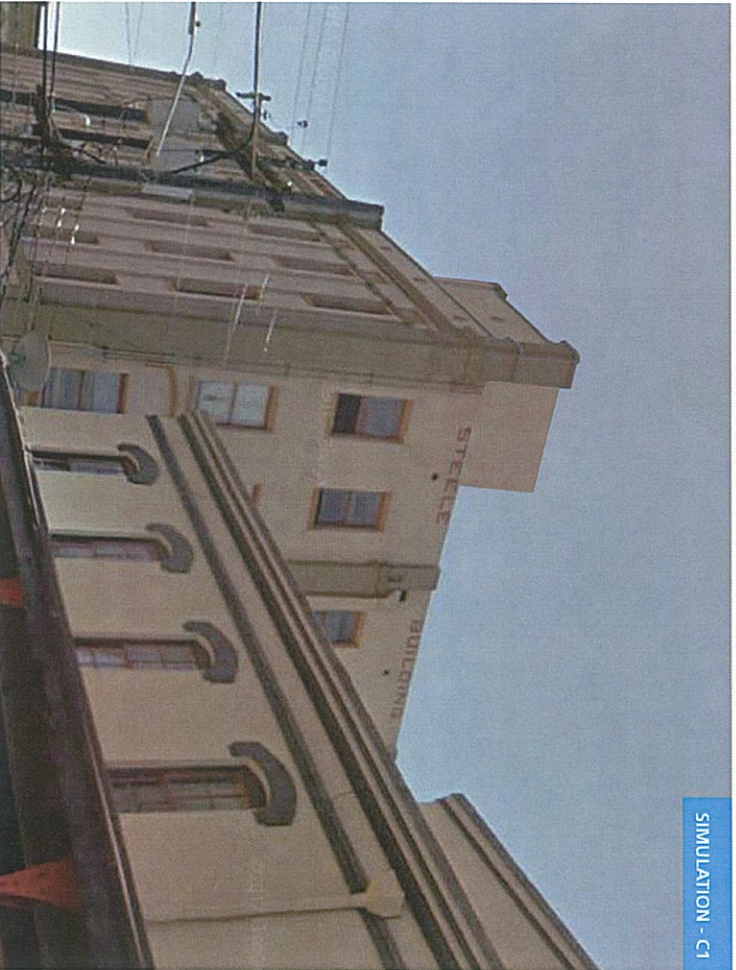
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AT18-00689H-00 G24M

EXISTING



SIMULATION - C1



STEALTH
GO UNNOTICED

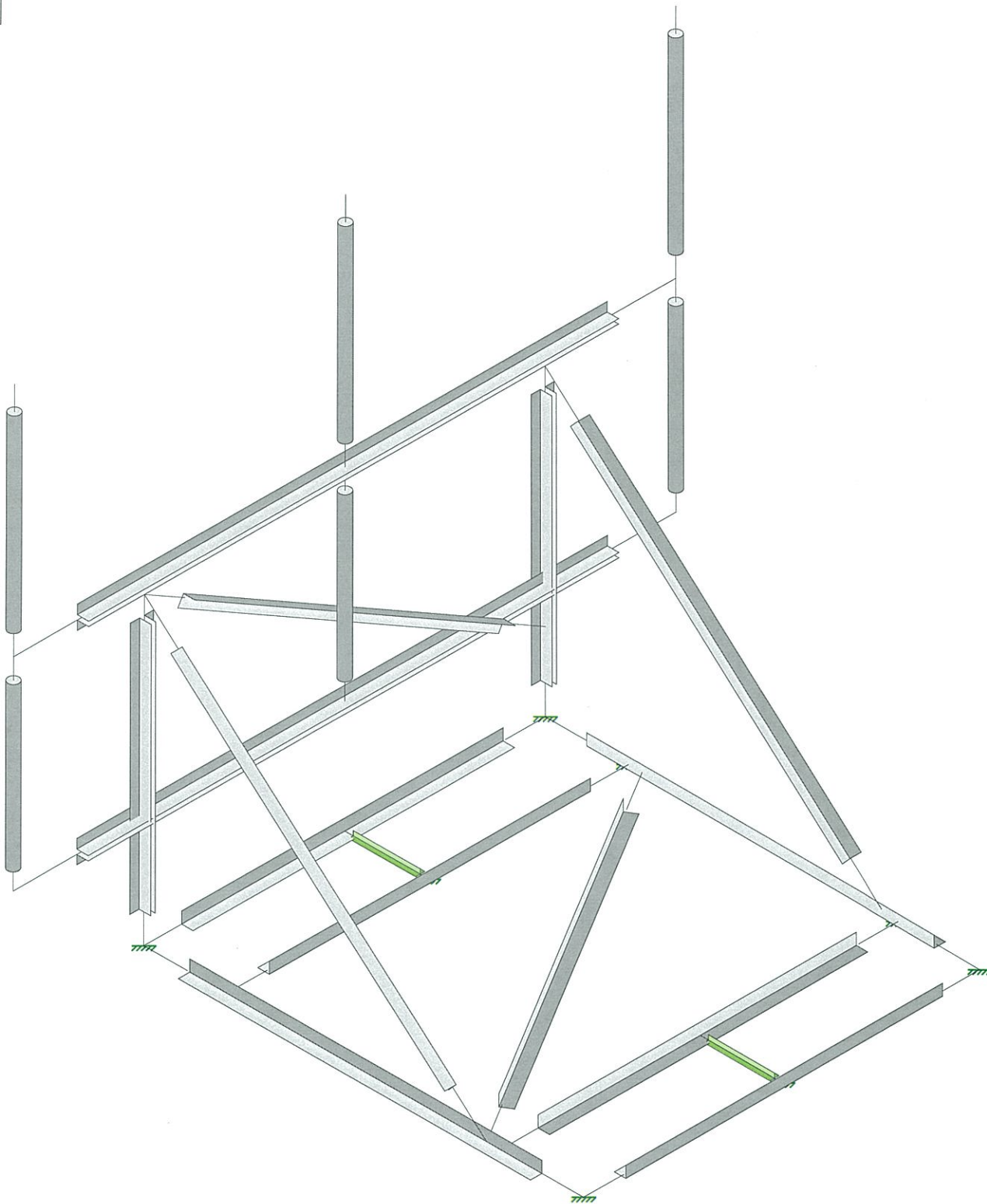
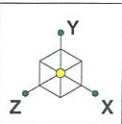
800.755.0689 | stealthconcealment.com

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AT18-00689H-00 G24M

The Strand

HX1024



Envelope Only Solution

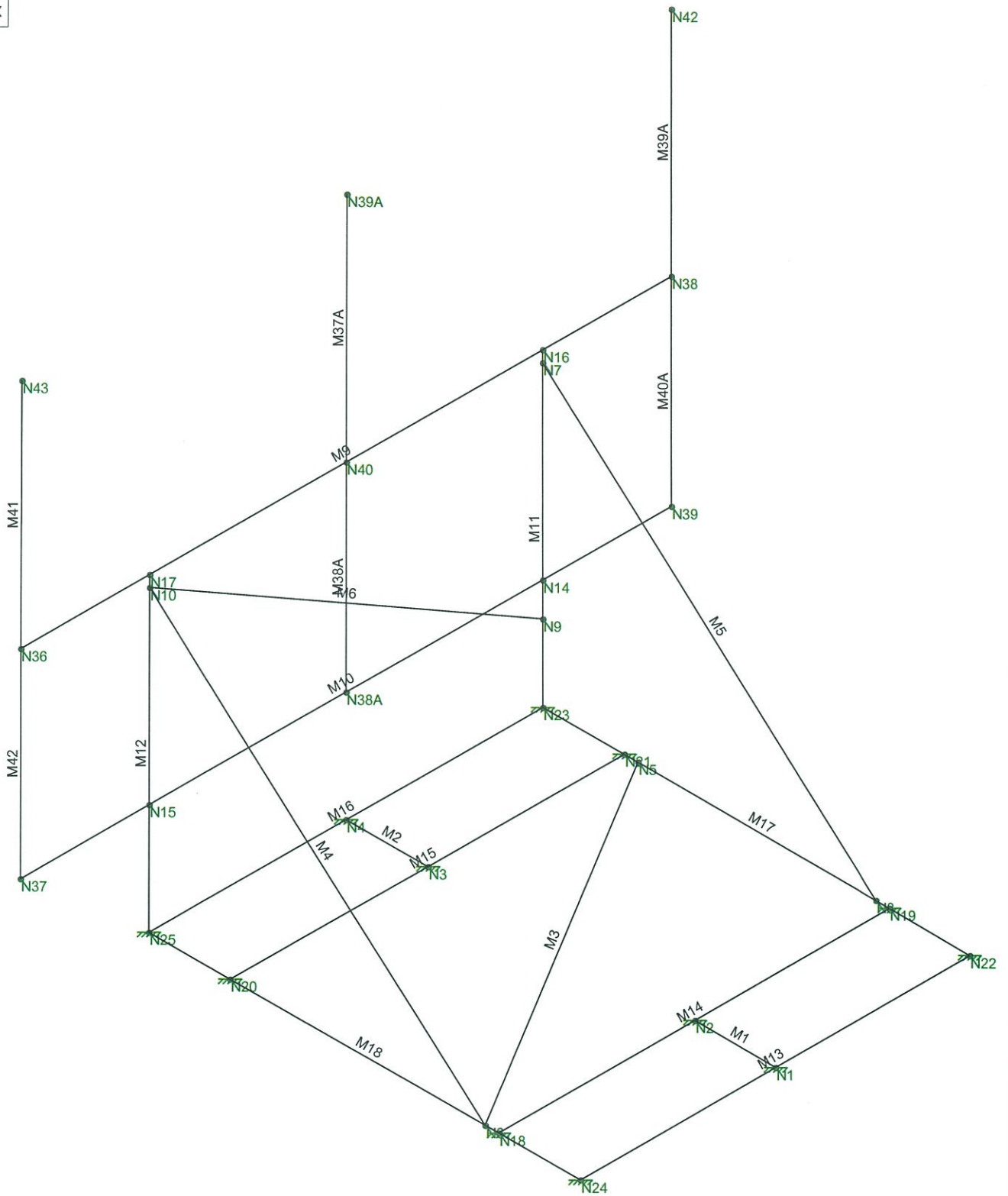
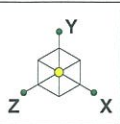
Level 5

Rooftop Sled Mount

SK - 2

June 16, 2017 at 10:34 AM

RTW-12 Mods.r3d



Envelope Only Solution

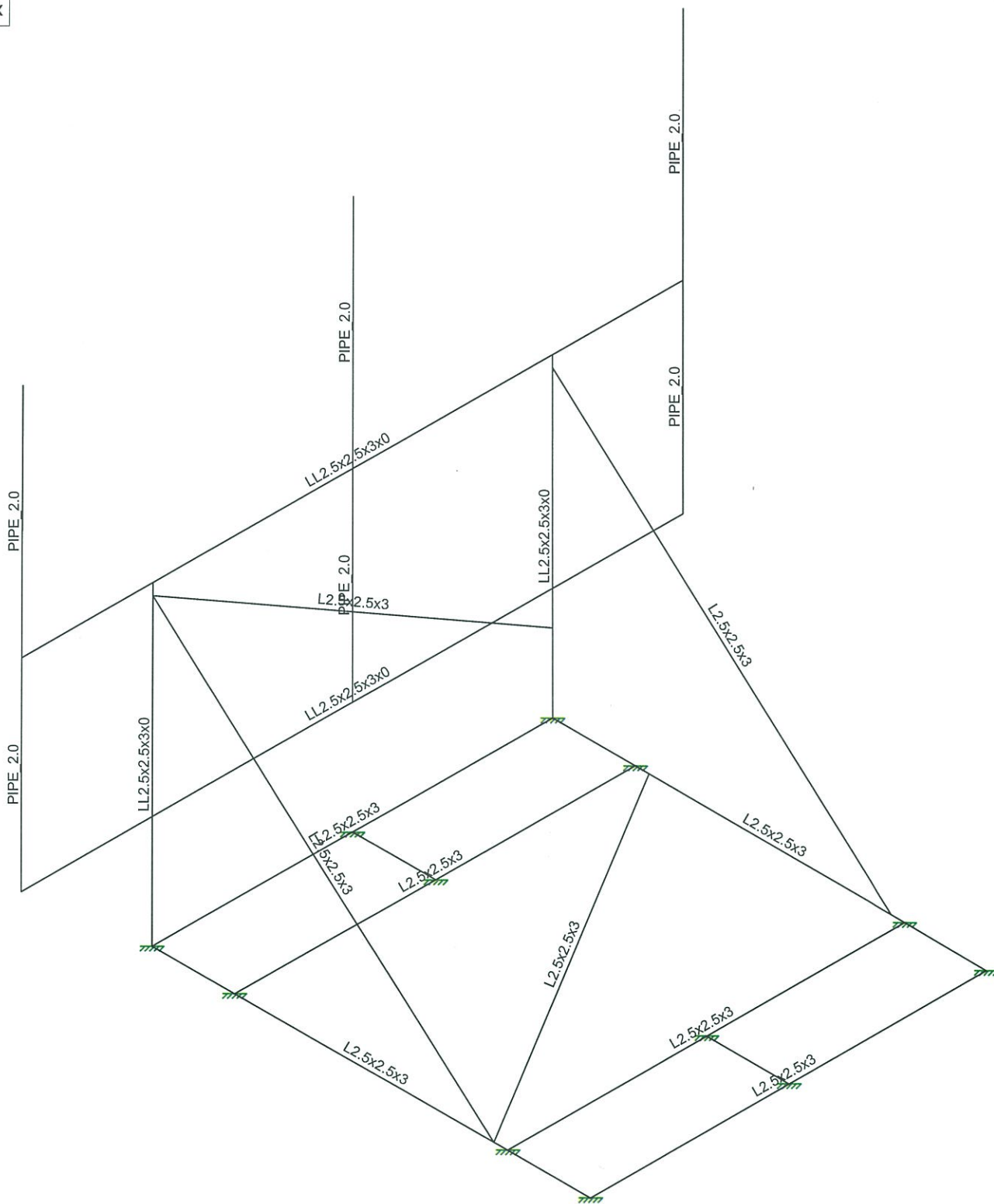
Level 5

Rooftop Sled Mount

SK - 3

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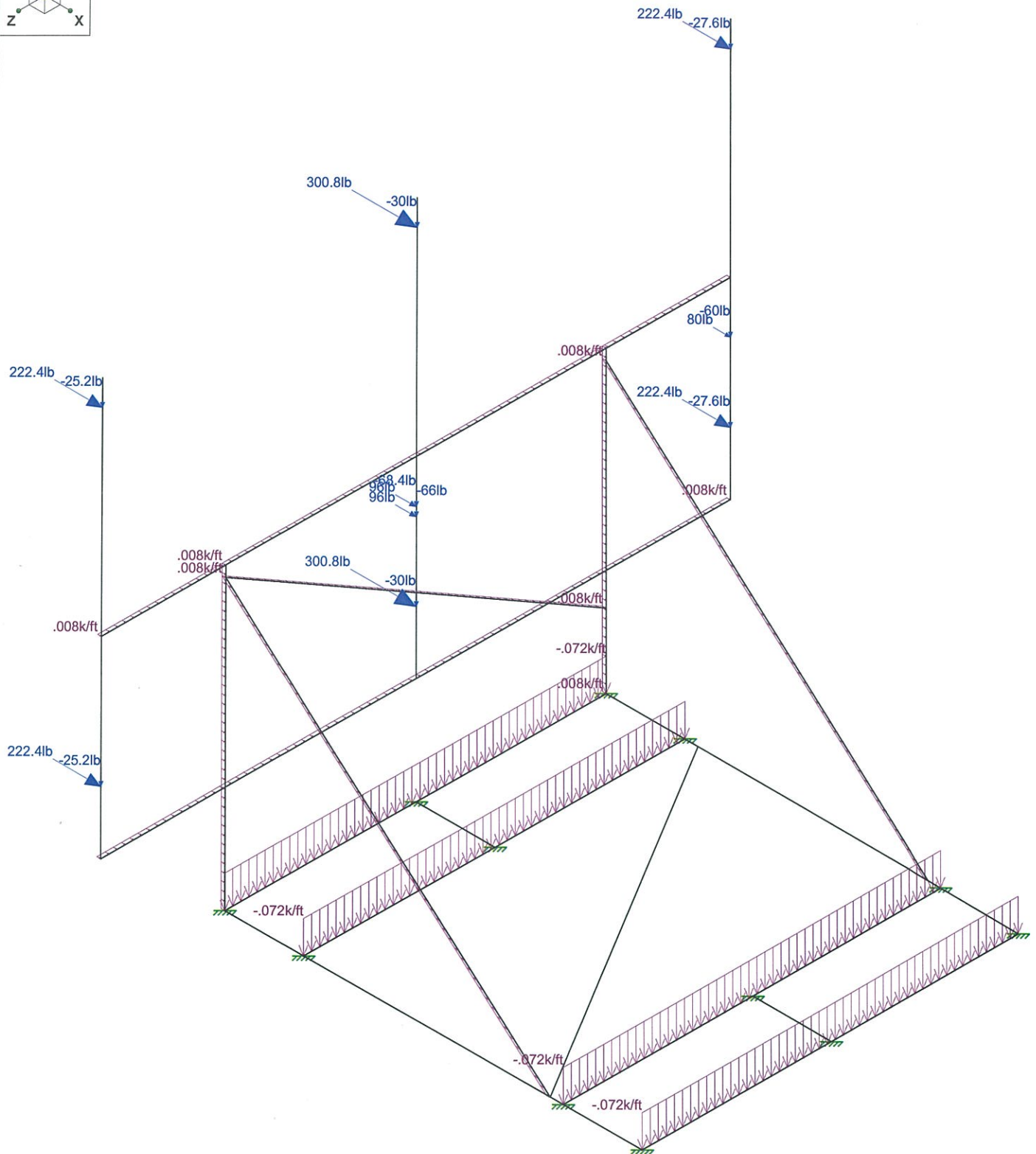
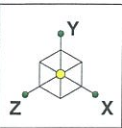
RTW-12 Mods.r3d



Level 5

Rooftop Sled Mount

RTW-12 Mods.r3d



Loads: LC 2, 1.2 Dead + 1.6 Wind 0
Envelope Only Solution

Level 5

Rooftop Sled Mount

SK - 5

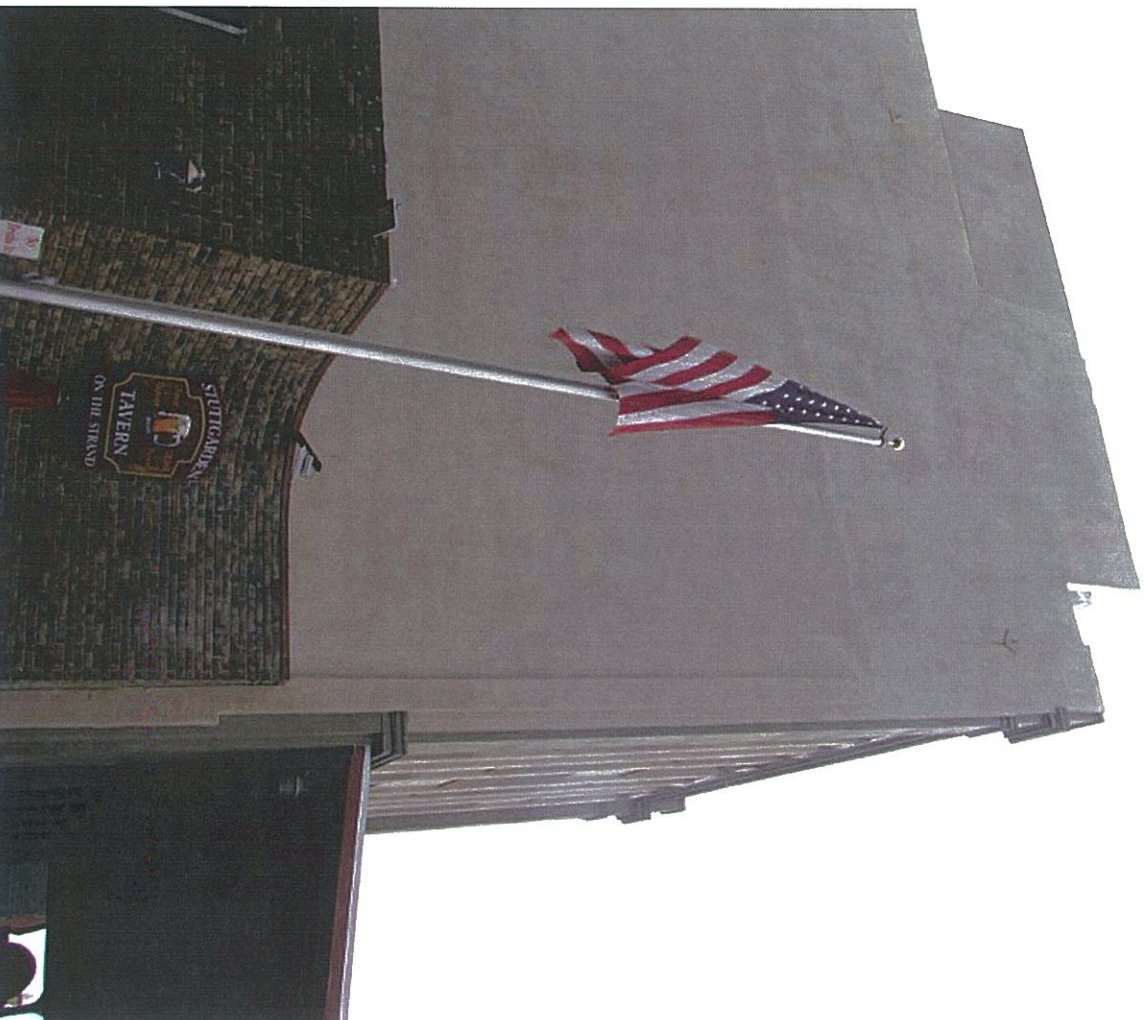
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RTW-12 Mods.r3d

EXISTING



SIMULATION - D2



GO UNNOTICED™

800.755.0689

stealthconcealment.com

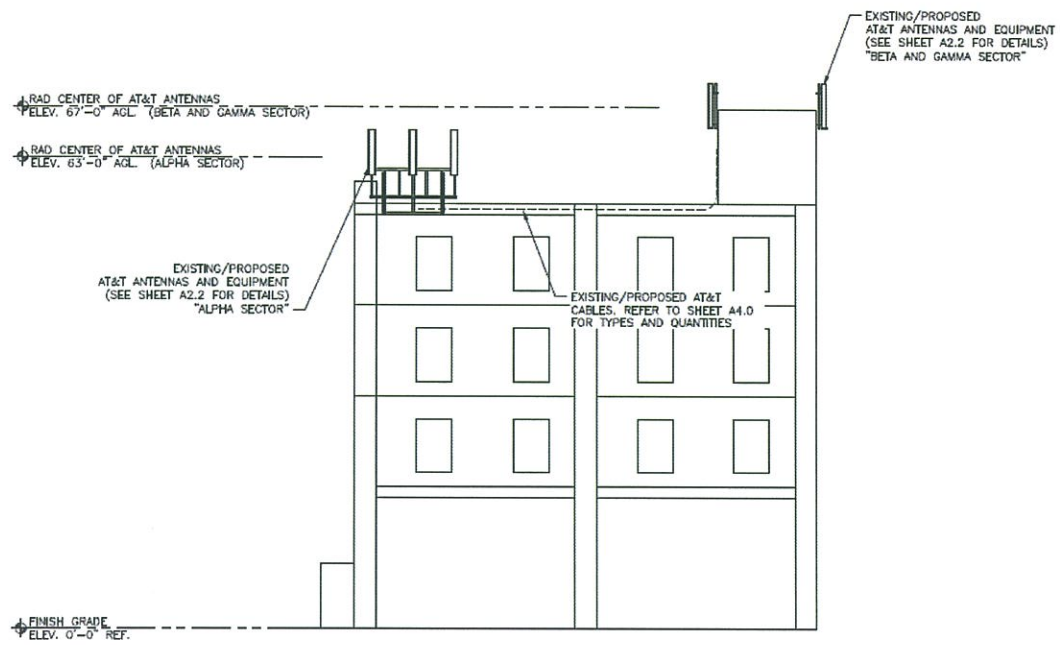
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The Strand

HX1024

AT18-00689H-00 G24M

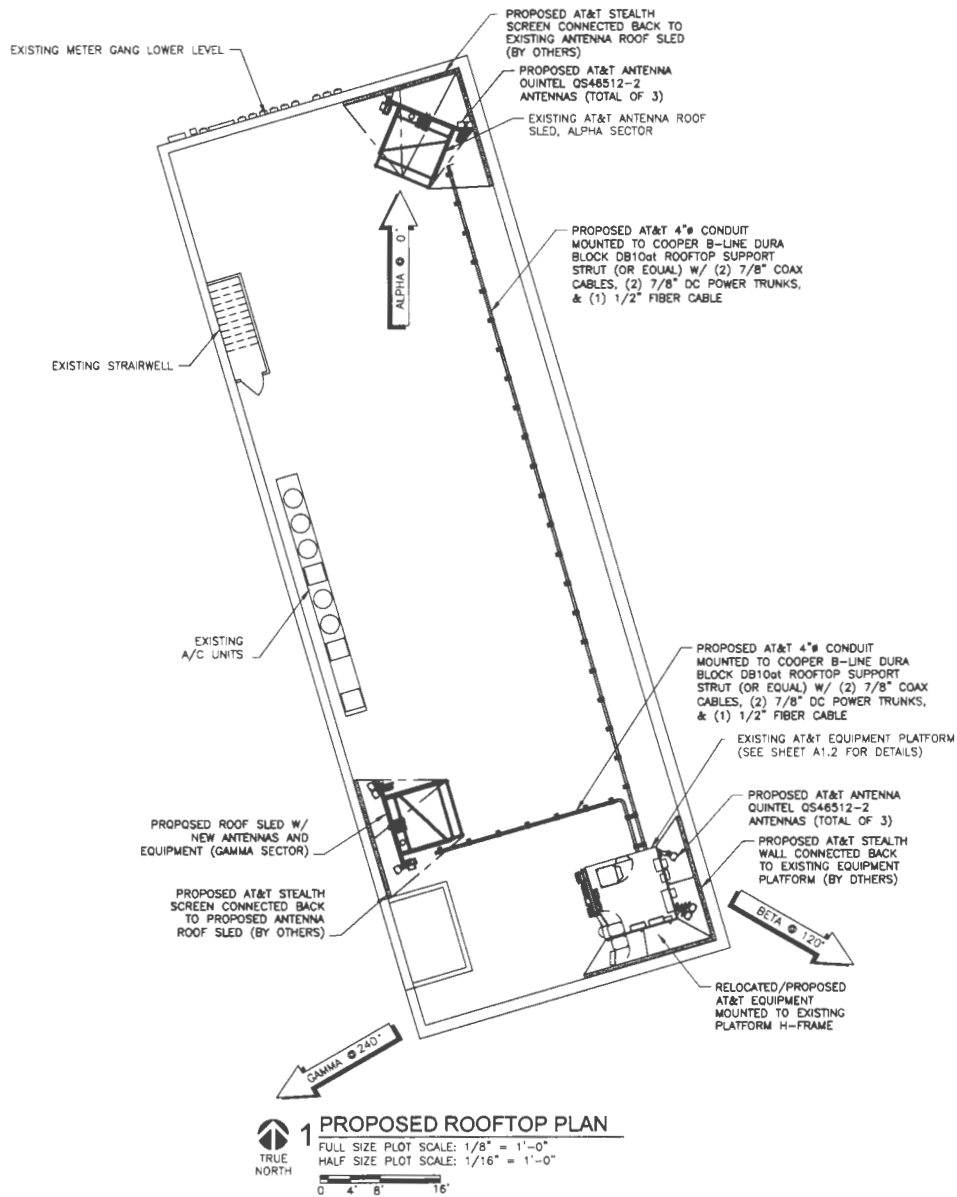
EXHIBITS



1 BUILDING ELEVATION

FULL SIZE PLOT SCALE: 1/8" = 1'-0"
 HALF SIZE PLOT SCALE: 1/16" = 1'-0"





PREPARED FOR:



AT&T MOBILITY
1801 VALLEY VIEW LANE
FARMERS BRANCH, TX 75234



806 DOUGLAS RD.
11TH FLR
CORAL GABLES, FL 33134
Tel: 305-702-9140

SITE NAME:

G24M THE STRAND

SITE NUMBER:

HX1024

SITE ADDRESS:

2104 AVE B "REAR STREET"
GALVESTON, TX 77550
GALVESTON COUNTY



9315 FM 2252, STE. 301
GARDEN HEDGE, TX 76046
PH: (210) 542-1911
F: 13646

DRAWN BY: RS

APPROVED BY: TH

DATE DRAWN: 01/18/18

REVISION

NO DESCRIPTION BY DATE

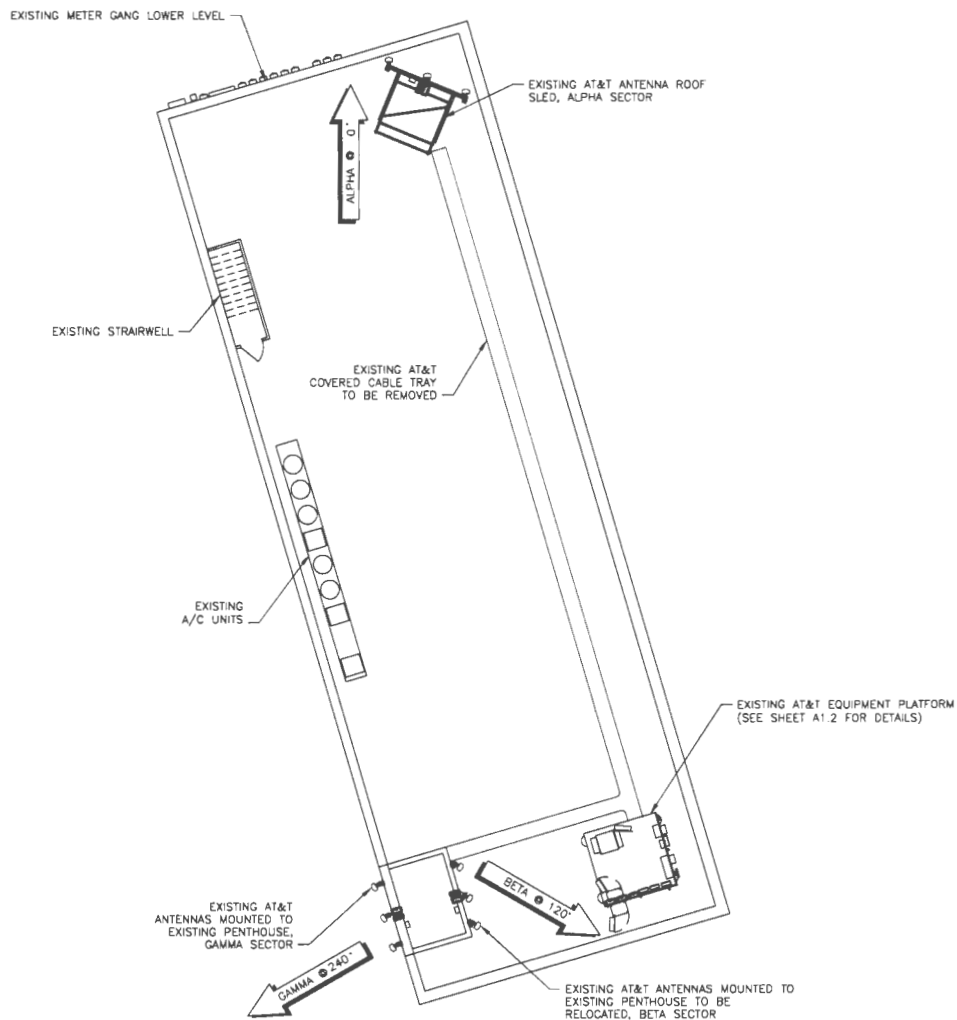
C ISSUED FOR REVIEW RS 01/18/18

SHEET TITLE:

**PROPOSED
ROOFTOP PLAN**

SHEET NUMBER:

A1.1



1 EXISTING ROOFTOP PLAN

FULL SIZE PLOT SCALE: 1/8" = 1'-0"
 HALF SIZE PLOT SCALE: 1/16" = 1'-0"

PREPARED FOR:



AT&T MOBILITY
 1801 VALLEY VIEW LANE
 FARMERS BRANCH, TX 75234



806 DOUGLAS RD.
 11TH FLR
 CORAL GABLES, FL 33134
 Tel: 305-702-9140

SITE NAME:

G24M THE STRAND

SITE NUMBER:

HX1024

SITE ADDRESS:

2104 AVE B "REAR STREET"
 GALVESTON, TX 77550
 GALVESTON COUNTY



9315 FM 2252, STE. 301 PH: (210) 542-5511
 GARDEN RIDGE, TX 76049 F-1306

DRAWN BY: RS

APPROVED BY: TH

DATE DRAWN: 01/18/18

REVISION

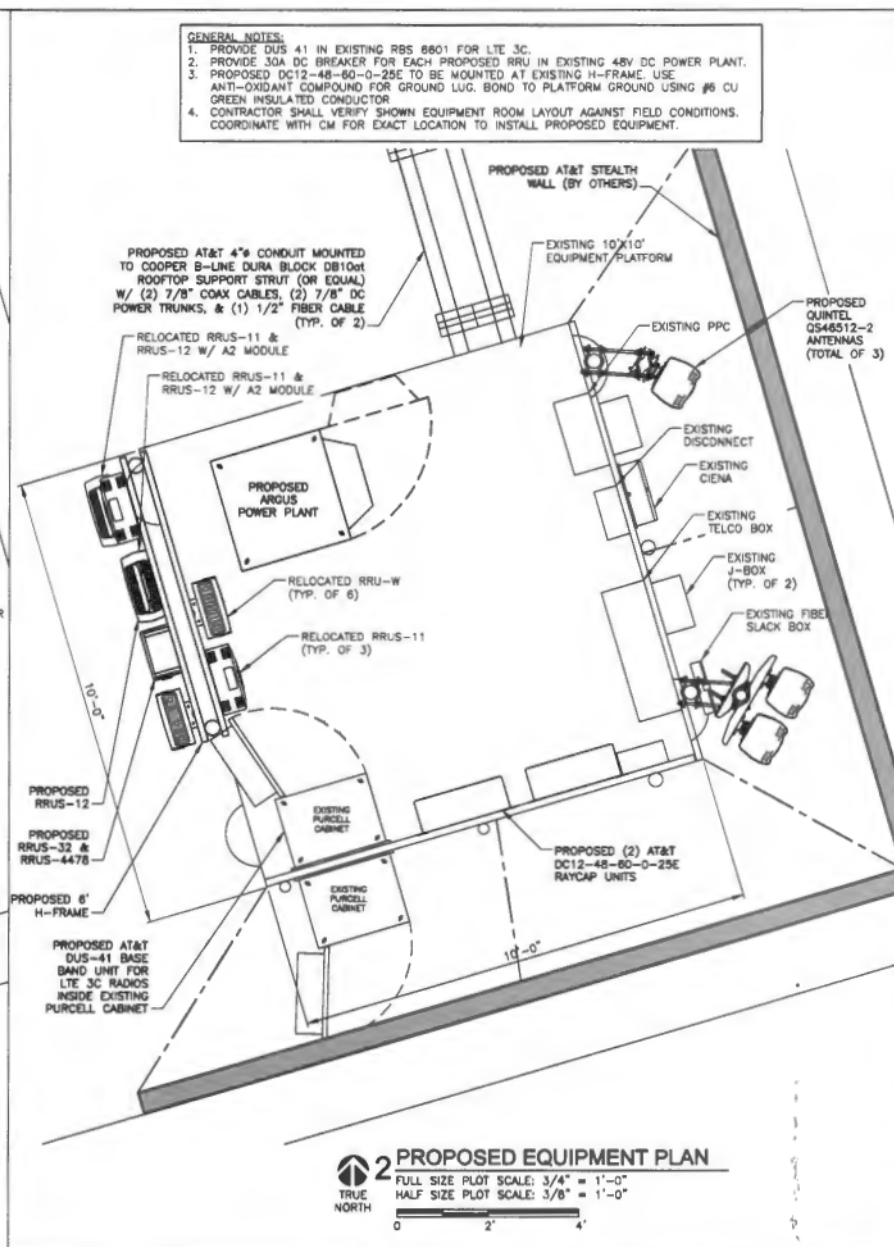
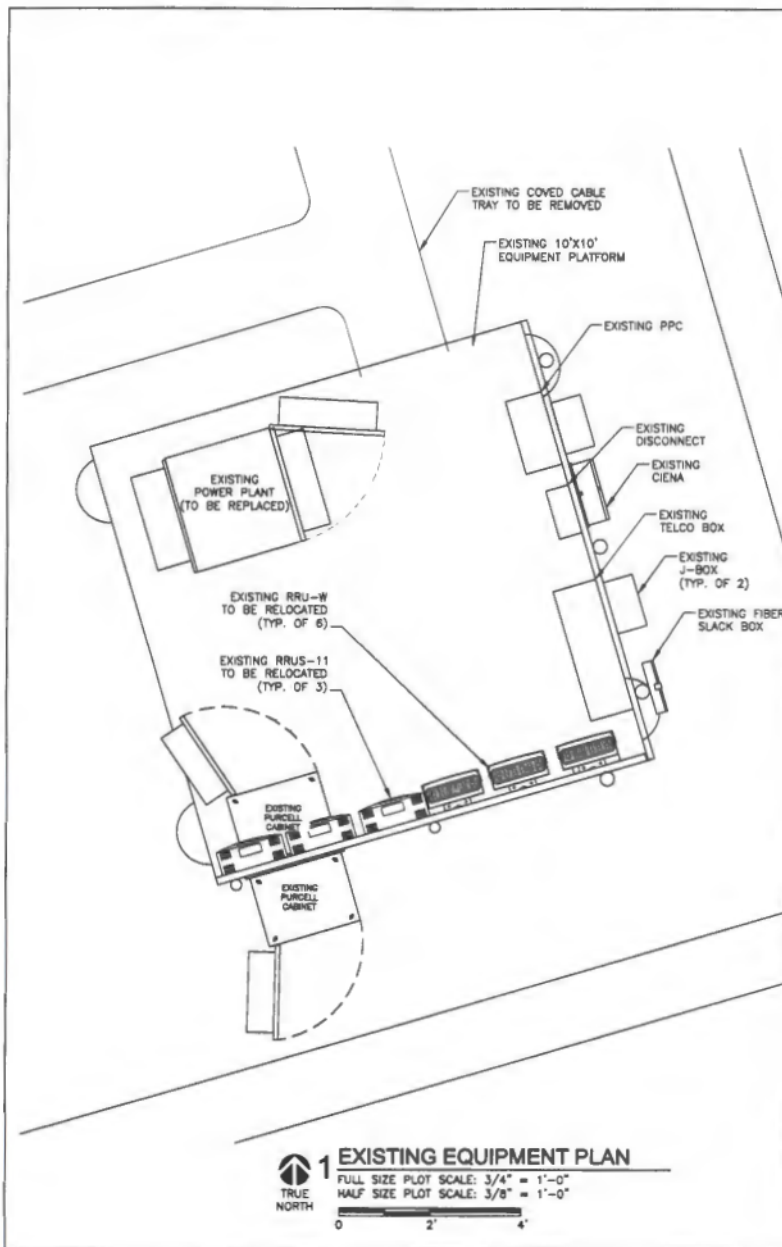
NO.	DESCRIPTION	BY	DATE
0	ISSUED FOR REVIEW	RS	01/18/18

SHEET TITLE:

**EXISTING
 ROOFTOP PLAN**

SHEET NUMBER:

A1.0



- GENERAL NOTES:**
1. PROVIDE DUS 41 IN EXISTING RBS 8601 FOR LTE 3C.
 2. PROVIDE 30A DC BREAKER FOR EACH PROPOSED RRU IN EXISTING 48V DC POWER PLANT.
 3. PROPOSED DC12-48-60-0-25E TO BE MOUNTED AT EXISTING H-FRAME. USE ANTI-OXIDANT COMPOUND FOR GROUND LUG. BOND TO PLATFORM GROUND USING #6 CU GREEN INSULATED CONDUCTOR.
 4. CONTRACTOR SHALL VERIFY SHOWN EQUIPMENT ROOM LAYOUT AGAINST FIELD CONDITIONS. COORDINATE WITH CM FOR EXACT LOCATION TO INSTALL PROPOSED EQUIPMENT.

PREPARED FOR:

 **at&t**

AT&T MOBILITY
 1801 VALLEY VIEW LANE
 FARMERS' BRANCH, TX 75234

 **MasTec**
 Network Solutions

806 DOUGLAS RD.
 11TH FLR
 CORAL GABLES, FL 33134
 Tel: 305-702-9140

SITE NAME:
G24M THE STRAND

SITE NUMBER:
HX1024

SITE ADDRESS:
 2104 AVE B "REAR STREET"
 GALVESTON, TX 77550
 GALVESTON COUNTY

 **LEVEL 5**
 CONSULTING ENGINEERS, INC.

19315 FM 2252, STE. 301
 GARDEN RIDGE, TX 75366
 PH: (214) 542-9911
 F-13646

DRAWN BY: RS
 APPROVED BY: TH
 DATE DRAWN: 01/18/18

REVISION	
NO	DESCRIPTION
0	ISSUED FOR REVIEW
RS	01/18/18

SHEET TITLE:
EQUIPMENT PLAN

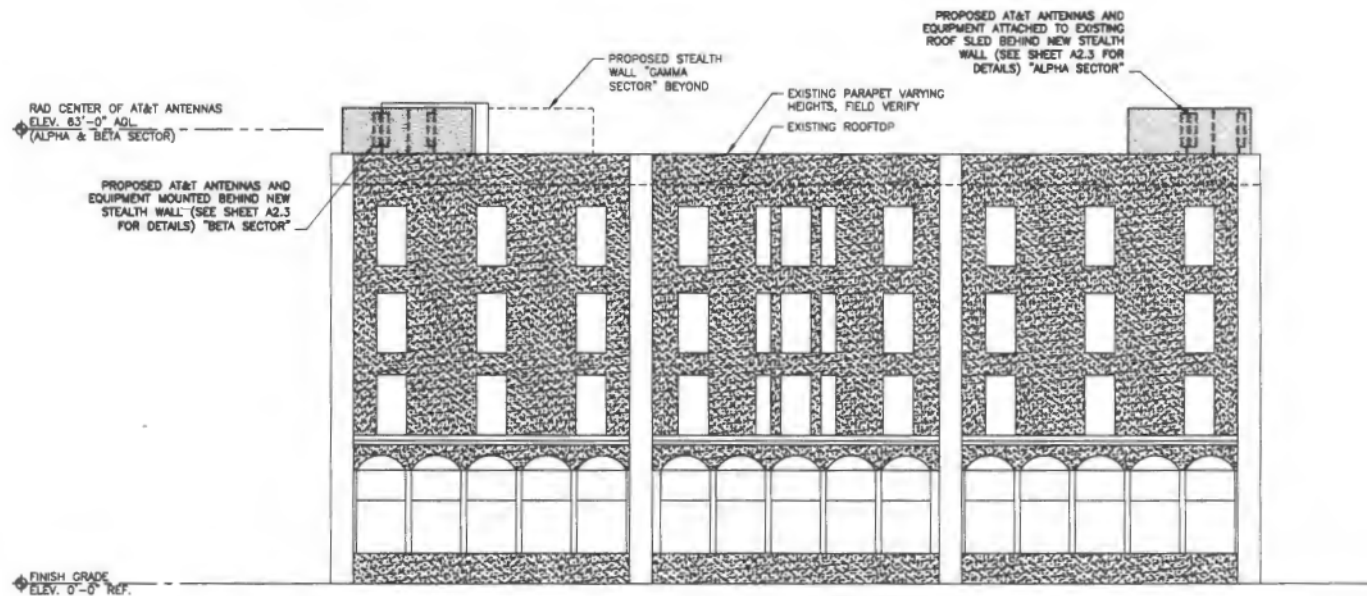
SHEET NUMBER:
A1.2

ANTENNA MOUNTING NOTES:

1. ALL AZIMUTHS ARE TO BE ESTABLISHED CLOCKWISE FROM THE TRUE NORTH HEADING.
2. CONTRACTOR SHALL VERIFY PROPOSED ANTENNA RAD CENTER AND ORIENTATIONS WITH AT&T PRIOR TO INSTALLATION OF ANTENNAS.
3. PRIOR TO ATTACHING ANTENNAS AND MOUNTING SECTIONS, EXISTING TOWER AND TOWER FOUNDATION MUST BE ANALYZED BY A LICENSED STRUCTURAL ENGINEER TO VERIFY TOWER IS CAPABLE OF SUPPORTING THE PROPOSED LOADS. REFER TO STRUCTURAL ANALYSIS BY OTHERS.
4. CONTRACTOR SHALL REFER TO TOWER STRUCTURAL CALCULATIONS FOR ADDITIONAL LOADS. NO ERECTION (WHERE APPLICABLE) OR MODIFICATION OF TOWER SHALL BE MADE WITHOUT APPROVAL OF STRUCTURAL ENGINEER.
5. DESIGN AND CONSTRUCTION OF ANTENNA SUPPORTS SHALL CONFORM TO CURRENT ANSI/TIA/EIA-222-G OR APPLICABLE LOCAL CODES.
6. ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123, UNLESS NOTED OTHERWISE.
7. ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 UNLESS NOTED OTHERWISE.
8. DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED BY COLD GALVANIZING IN ACCORDANCE WITH ASTM A780.
9. ALL ANTENNA MOUNTS SHALL BE INSTALLED PER MANUFACTURER SPECIFICATIONS.
10. MINIMUM HORIZONTAL SPACING SHALL BE 3'-0" BETWEEN ANTENNAS.

COLLOCATION NOTE:

STRUCTURAL ANALYSIS PERFORMED UNDER SEPARATE SCOPE OF WORK. CONTRACTOR SHALL THOROUGHLY REVIEW AND ADHERE TO THE PASSING STRUCTURAL ANALYSIS FOR STRUCTURAL INFORMATION INCLUDING BUT NOT LIMITED TO STRUCTURAL UPGRADES, MOUNTING TYPES, ANTENNA DETAILS AND HEIGHTS, RRU MOUNTING, CABLE ROUTING, ETC. ANY DISCREPANCY BETWEEN THE DRAWINGS AND STRUCTURAL ANALYSIS, AND/OR TOWER PLANS SHOULD BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER PRIOR TO BIDDING AND INSTALLATION.



1 EAST BUILDING ELEVATION

FULL SIZE PLOT SCALE: 1/8" = 1'-0"
HALF SIZE PLOT SCALE: 1/16" = 1'-0"



PREPARED FOR:



AT&T MOBILITY
1801 VALLEY VIEW LANE
FARMERS BRANCH, TX 75234

MasTec
Network Solutions

806 DOUGLAS RD.
11TH FLR
CORAL GABLES, FL 33134
Tel: 305-702-9140

SITE NAME:

G24M THE STRAND

SITE NUMBER:

HX1024

SITE ADDRESS:

2104 AVE B "REAR STREET"
GALVESTON, TX 77550
GALVESTON COUNTY



19315 FM 2232, STE. 301 PH: (210) 542-9911
GARDEN RIDGE, TX 75046 P-13646

DRAWN BY:	RS		
APPROVED BY:	TH		
DATE DRAWN:	01/18/18		
REVISION			
NO	DESCRIPTION	BY	DATE
0	ISSUED FOR REVIEW	RS	01/18/18

SHEET TITLE:

**BUILDING
ELEVATION**

SHEET NUMBER:

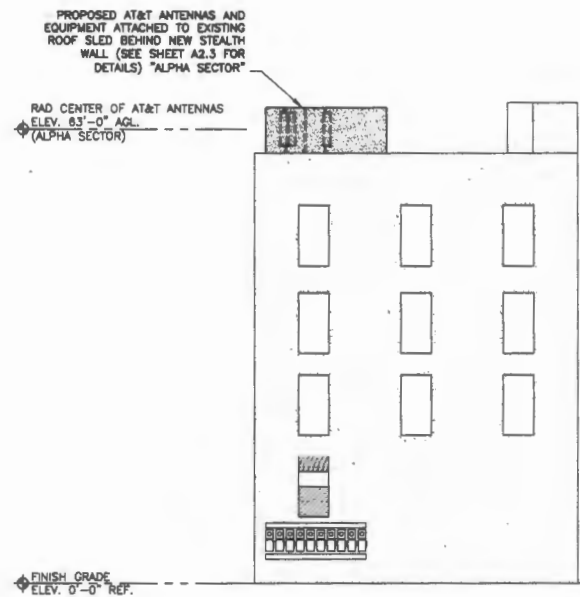
A2.0

COLLOCATION NOTE:
STRUCTURAL ANALYSIS PERFORMED UNDER SEPARATE SCOPE OF WORK. CONTRACTOR SHALL THOROUGHLY REVIEW AND ADHERE TO THE PASSING STRUCTURAL ANALYSIS FOR STRUCTURAL INFORMATION INCLUDING BUT NOT LIMITED TO STRUCTURAL UPGRADES, MOUNTING TYPES, ANTENNA DETAILS AND HEIGHTS, RRU MOUNTING, CABLE ROUTING, ETC. ANY DISCREPANCY BETWEEN THE DRAWINGS AND STRUCTURAL ANALYSIS, AND/OR TOWER PLANS SHOULD BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER PRIOR TO BIDDING AND INSTALLATION.



1 SOUTH BUILDING ELEVATION

FULL SIZE PLOT SCALE: 1/8" = 1'-0"
HALF SIZE PLOT SCALE: 1/16" = 1'-0"



2 NORTH BUILDING ELEVATION

FULL SIZE PLOT SCALE: 1/8" = 1'-0"
HALF SIZE PLOT SCALE: 1/16" = 1'-0"



PREPARED FOR:



AT&T MOBILITY
1801 VALLEY VIEW LANE
FARMERS' BRANCH, TX 75234

MasTec
Network Solutions

806 DOUGLAS RD.
11TH FLR
CORAL GABLES, FL 33134
Tel: 305-702-9140

SITE NAME:

G24M THE STRAND

SITE NUMBER:

HX1024

SITE ADDRESS:

2104 AVE B "REAR STREET"
GALVESTON, TX 77550
GALVESTON COUNTY



19315 FM 2252, STE. 301 PH: (210) 542-9811
GARDEN RIDGE, TX 76026 F-13646

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REVISION			
NO	DESCRIPTION	BY	DATE
0	ISSUED FOR REVIEW	RS	01/18/18

SHEET TITLE:
BUILDING ELEVATION

SHEET NUMBER:
A2.1

PROPOSED AT&T ANTENNAS AND EQUIPMENT ATTACHED TO EXISTING WALL MOUNTS BEHIND NEW STEALTH ENCLOSURE "GAMMA SECTOR"

RAD CENTER OF AT&T ANTENNAS ELEV. 84'-0" AGL (GAMMA SECTOR)

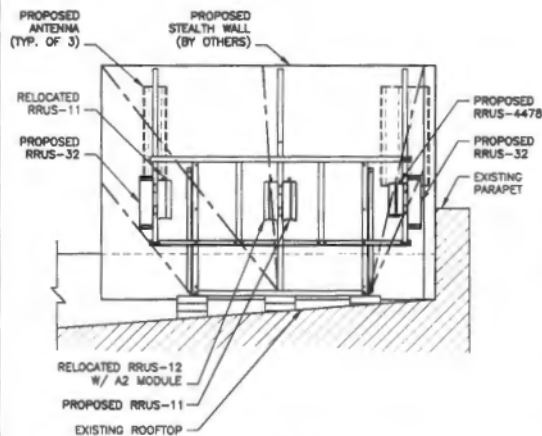
EXISTING ELEVATOR PENTHOUSE
PROPOSED STEALTH WALL "BETA SECTOR" BEYOND
EXISTING PARAPET

FINISH GRADE
ELEV. 0'-0" REF.

1 PARTIAL WEST BUILDING ELEVATION

FULL SIZE PLOT SCALE: 1/8" = 1'-0"
HALF SIZE PLOT SCALE: 1/16" = 1'-0"

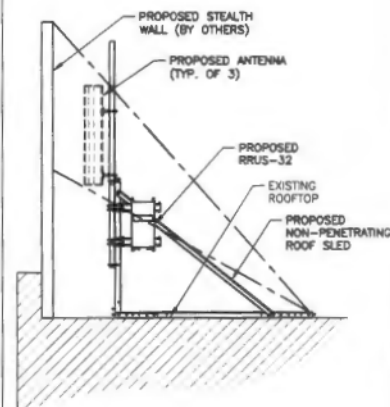
0 4 8 16'



2 ALPHA SECTOR ELEVATION

FULL SIZE PLOT SCALE: 3/8" = 1'-0"
HALF SIZE PLOT SCALE: 3/16" = 1'-0"

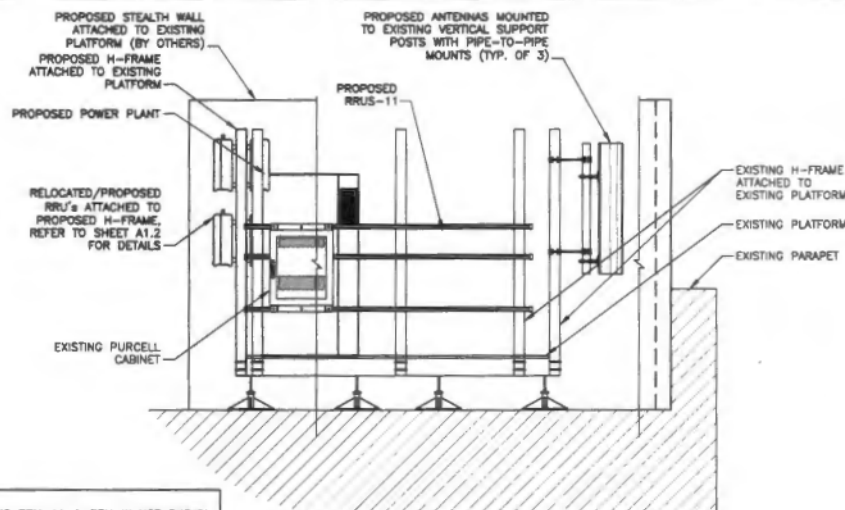
0 2 4 8'



3 GAMMA SECTOR ELEVATION

FULL SIZE PLOT SCALE: 1/2" = 1'-0"
HALF SIZE PLOT SCALE: 1/4" = 1'-0"

0 2 4'



4 BETA SECTOR ELEVATION

FULL SIZE PLOT SCALE: 1/8" = 1'-0"
HALF SIZE PLOT SCALE: 1/16" = 1'-0"

0 4 8 16'

- NOTES:
- EXISTING RRUS-11 & RRUS-W NOT SHOWN FOR DRAWING CLARITY.
 - INSTALL NEW UNISTRUT ATTACHED TO EXISTING H-FRAME AND SPACED ACCORDINGLY.

PREPARED FOR:



AT&T MOBILITY
1801 VALLEY VIEW LANE
FARMERS BRANCH, TX 75234

MasTec
Network Solutions

806 DOUGLAS RD.
11TH FLR
CORAL GABLES, FL 33134
Tel: 305-702-9140

SITE NAME:

G24M THE STRAND

SITE NUMBER:

HX1024

SITE ADDRESS:

2104 AVE B "REAR STREET"
GALVESTON, TX 77550
GALVESTON COUNTY



19315 FM 2252, STE. 301
GARDEN RIDGE, TX 77066
PH: (210) 543-3911
F-13646

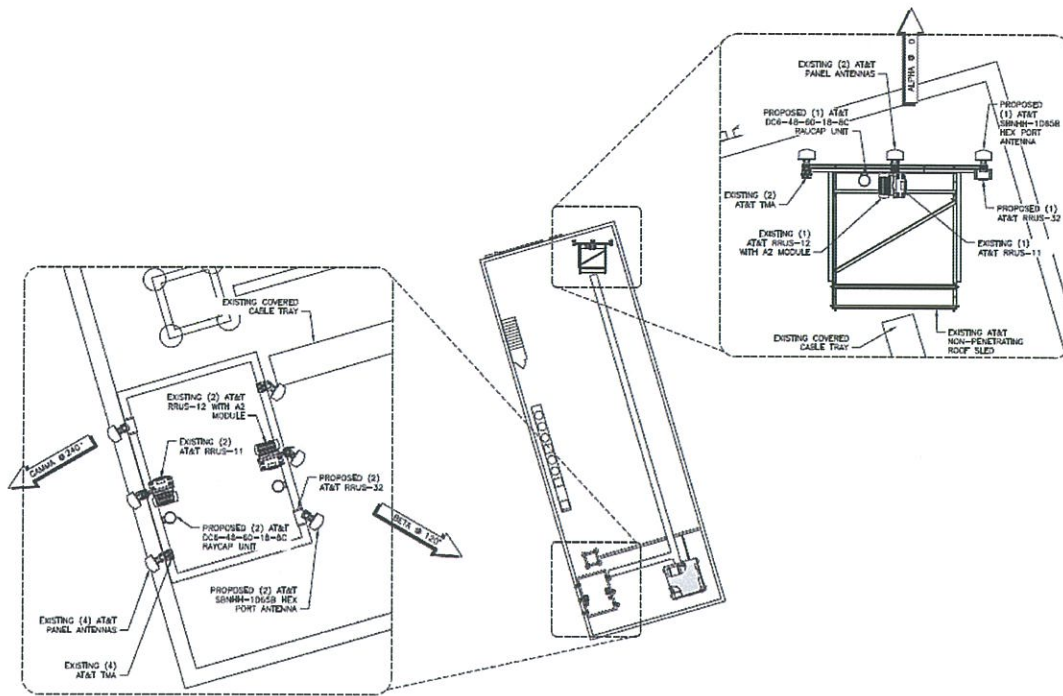
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APPROVED BY:	TH		
DATE DRAWN:	01/18/18		
REVISION			
NO	DESCRIPTION	BY	DATE
0	ISSUED FOR REVIEW	RS	01/18/18

SHEET TITLE:

ELEVATIONS

SHEET NUMBER:

A2.2



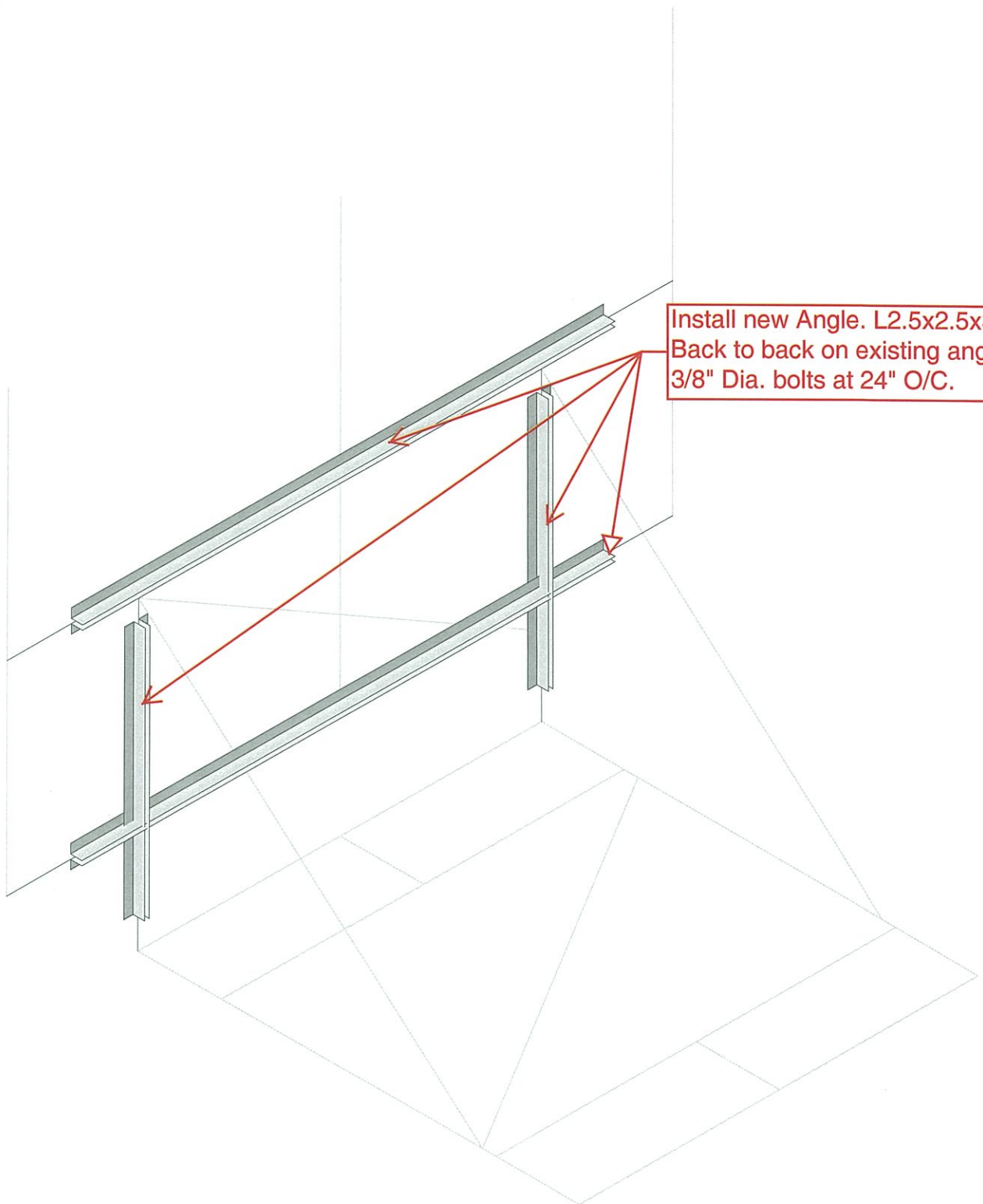
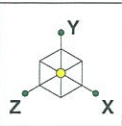

1 PROPOSED ANTENNA PLAN
 FULL SIZE PLOT SCALE: 3/8" = 1'-0"
 HALF SIZE PLOT SCALE: 3/16" = 1'-0"
 0' 2' 4' 8'







ANTENNA MOUNT MODIFICATION



Install new Angle. L2.5x2.5x3/16
Back to back on existing angle w
3/8" Dia. bolts at 24" O/C.

Envelope Only Solution

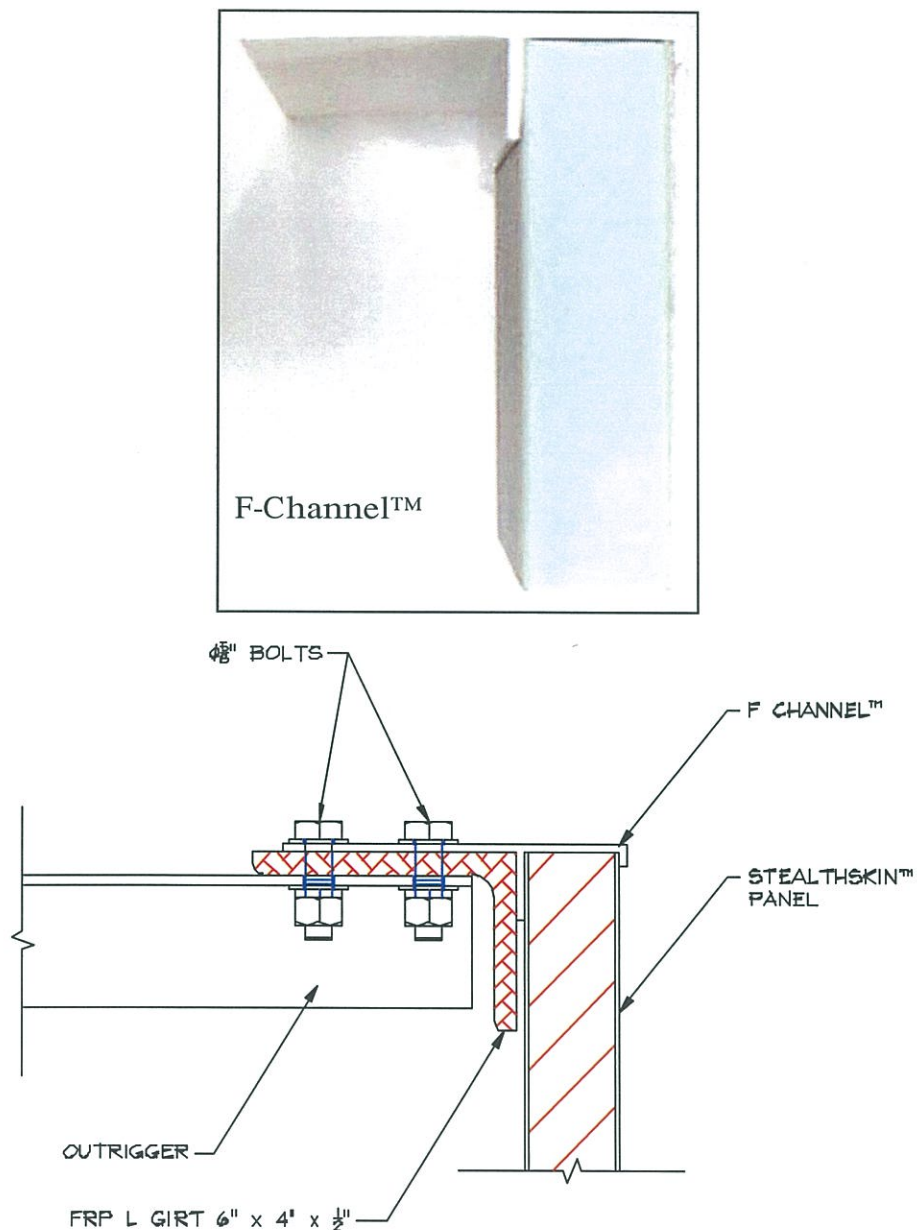
Level 5	Rooftop Sled Mount	SK - 1
		June 16, 2017 at 10:32 AM
		RTW-12 (2.375 x 96).r3d

ANTENNA MOUNT

StealthSkin™ V Panel Attachment Methods Con't

"F-Channel™" Attachment:

Some applications require the total absence of visible exterior fasteners or structural members that result from through-bolting. In such cases, STEALTH employs its new proprietary F-Channel™. The F-Channel™ is generally factory bonded to the top of each panel (the attachment is only done on the bottom when absolutely necessary). This enables the horizontal return flanges of the F-Channel™ to be through-bolted to a horizontal structural member behind the panel face. This attachment method is often used when the STEALTH panel face needs to be aligned with an existing wall's face, or when a "boltless" panel face is required for cosmetic concerns.



StealthSkin™ V Panel Attachment Methods Con't

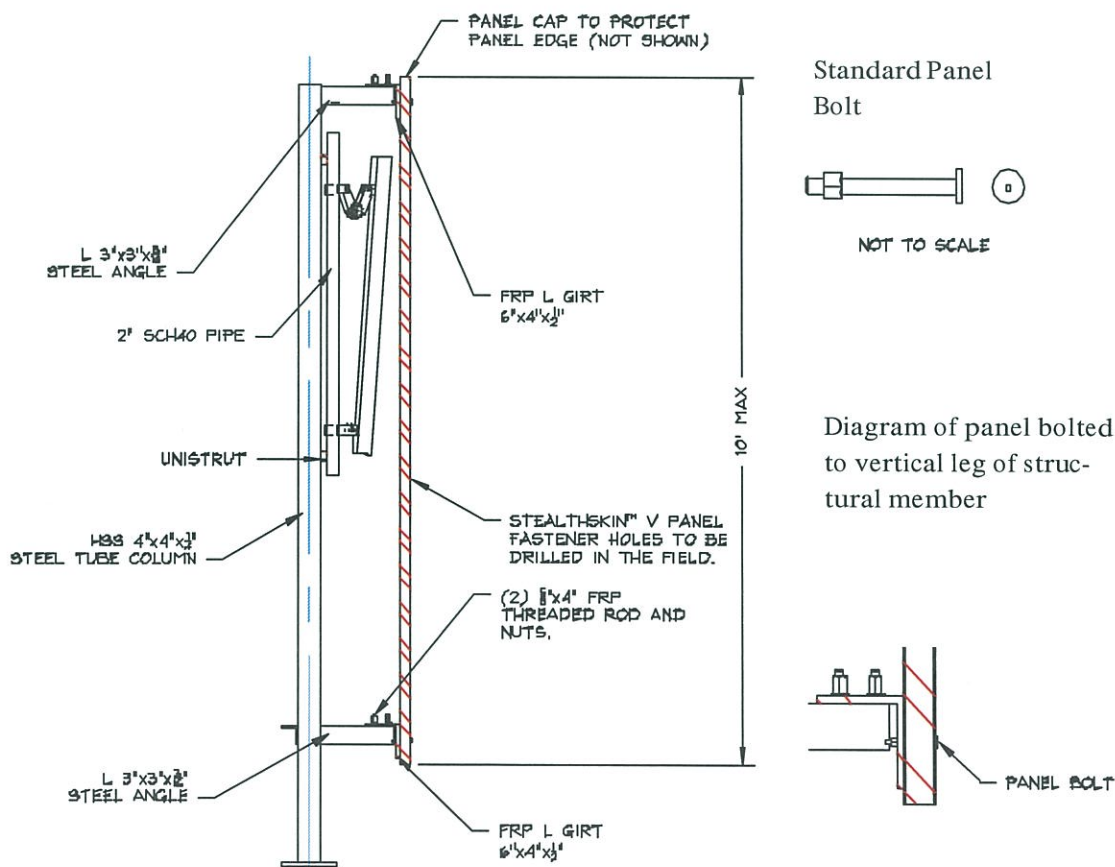
All STEALTH panels have the capability of spanning up to 10 feet vertically in most loading conditions. Panels are typically attached in two ways depending on the parameters of the particular site.

- The panels can be through-bolted to a structural member.
- The panels can be attached via an “F-Channel” that is factory-bonded to the top and/or bottom of each panel in instances when no visible bolt heads are permissible.

Through-Bolting (Panels 10'-0" Tall or Less):

The most common and effective attachment method for STEALTH panels is through-bolting with our standard panel bolt (detailed below).

- Panels must be bolted with a minimum of (3) three $\frac{3}{8}$ " panel bolts at the top and the bottom of each 4' wide panel, and a minimum of (4) four $\frac{3}{8}$ " panel bolts at the top and bottom of each 5' wide panel.
- The panels are most commonly bolted directly to the vertical side of a structural member (depicted below), or less commonly bolted in the channel formed by nesting a FRP wide flange beam with a FRP angle or other shape combination.

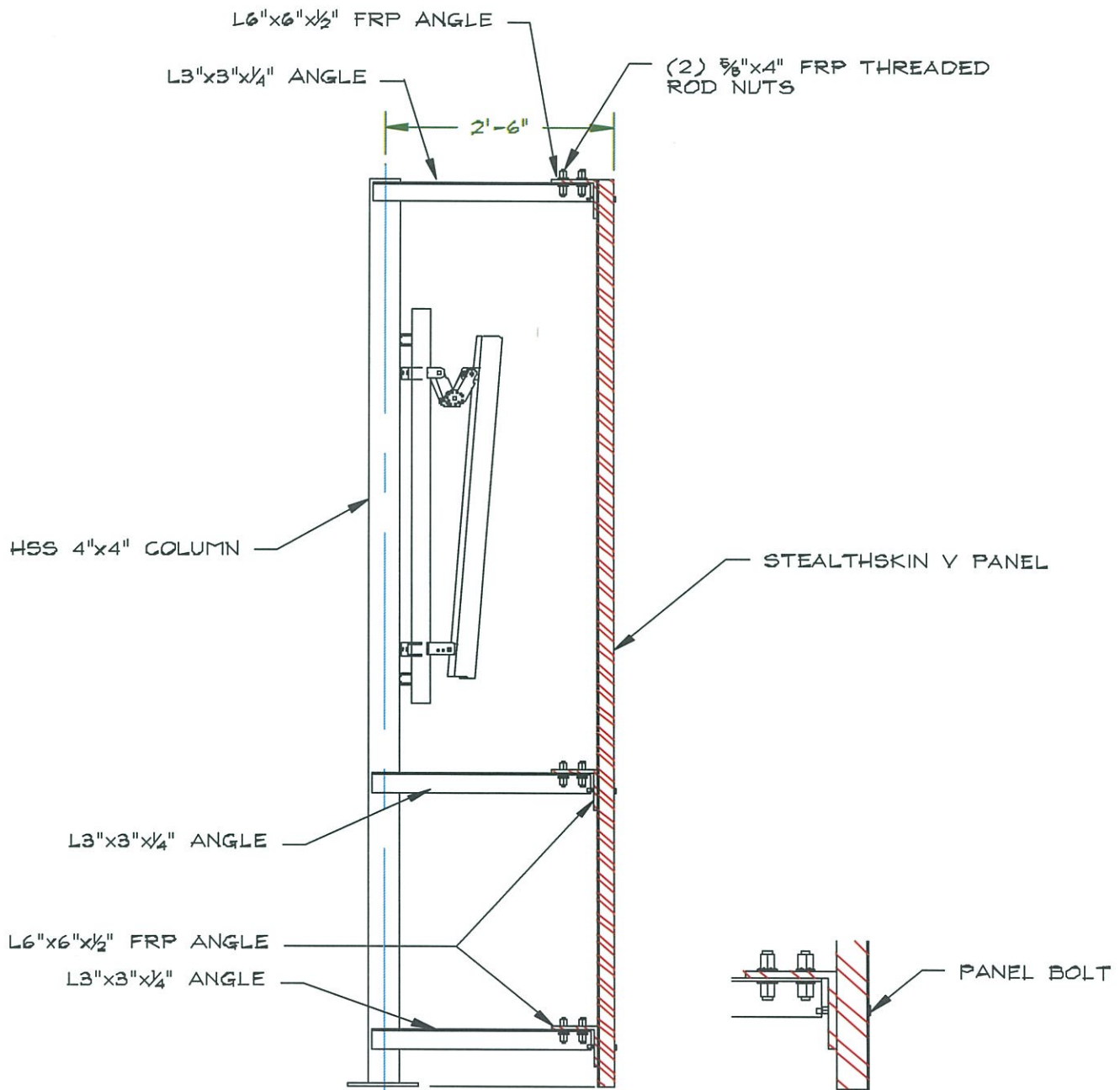


StealthSkin™ V Panel Attachment Methods Con't

Through-Bolting (Panels Taller than 10'-0"):

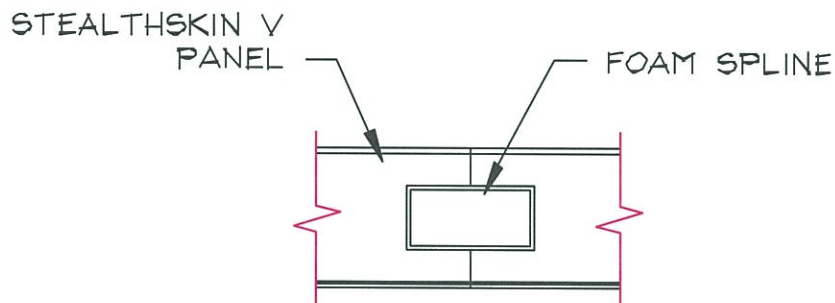
When using a panel with a vertical height greater than 10 feet, the panel must be supported by an additional horizontal mid-span member.

*Please note that additional supports are non-metallic in RF critical areas and should be positioned outside of the antenna's beam-width area for optimum RF performance.



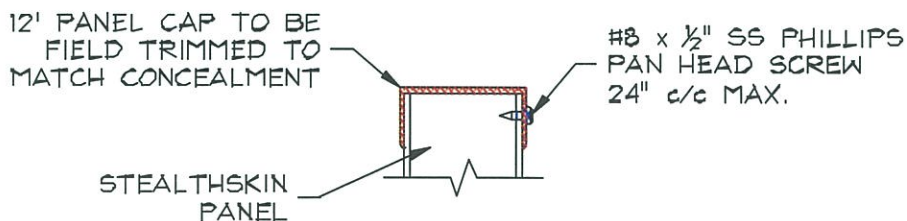
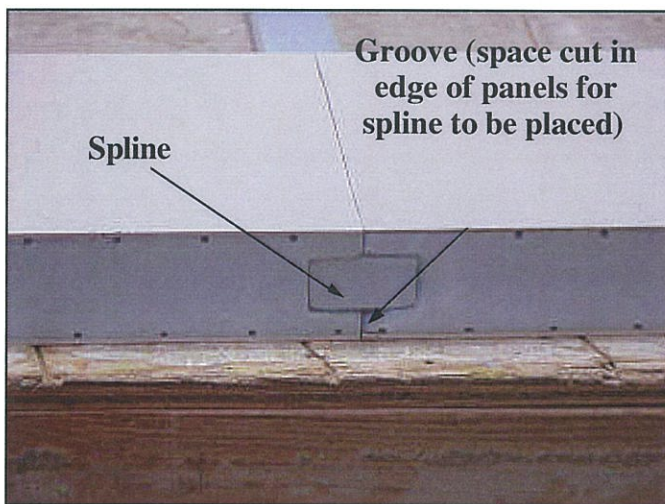
“Spline and Groove” Connection (Vertical Panel Seam)

The standard vertical interface between panels uses a “spline & groove” connection. A foam spline is inserted into the grooves that are cut in the side edges of each panel. The thickness of the spline is dictated by the panel thickness. The standard StealthSkin™ V panel uses a 1” thick by 2” wide spline (thinner panels use smaller splines). This standard connection is detailed to the right.

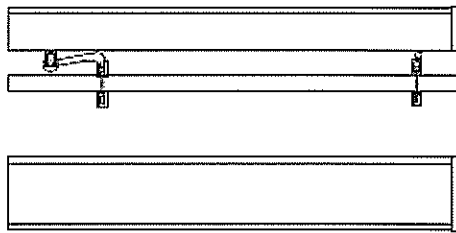


Edge Caps

All exterior foam surfaces of STEALTH panels must be covered to avoid UV deterioration over time and to minimize water penetration between the panels. Edges are either factory sealed with a plastic strip or covered with an extruded edge cap, which is supplied with each order. The detail to the left shows a section view of the StealthSkin™ V panel edge cap. The panel edge cap must be attached to the panel via tec screws or substitute. The panel edge cap prevents water penetration in to the vertical seams between panels which can compromise RF performance.



PANEL CAP DETAIL

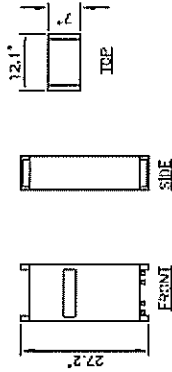


FRONT

SIDE

MANUFACTURER: COMSCOPE
MODEL: SBNHH-1D65B
WEIGHT W/O MOUNTING HARDWARE: 40.6 LBS
DIMENSIONS: HxWxD: 72.8" x 11.9" x 1.1"
FREQUENCY: REFER TO RF DATA SHEET

1 SBNHH-1D65B DETAIL
SCALE: N.T.S.

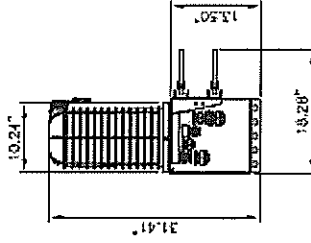


FRONT

SIDE

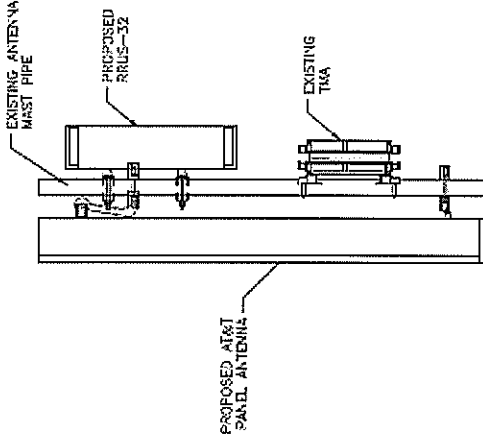
MANUFACTURER: ERICSSON
MODEL: RRUS-32 B3D
WEIGHT: 5.3 LBS
DIMENSIONS: HxWxD: 27.2" x 12.1" x 7"

2 RRUS-32 DETAIL
SCALE: N.T.S.

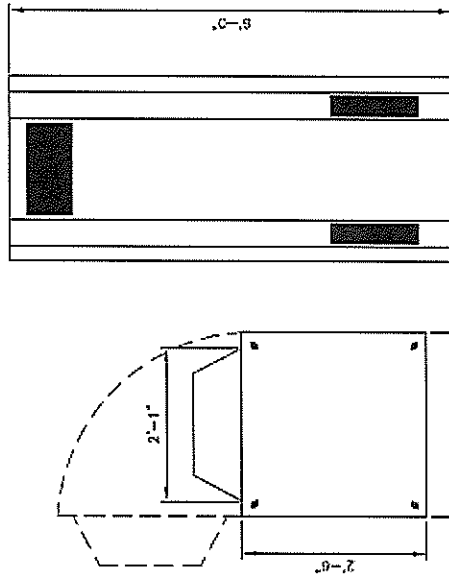


MANUFACTURER: RAYCAP
MODEL: DC6-48-60-18-8C
WEIGHT W/O MOUNTING HARDWARE: 24.2 LBS
DIMENSIONS: LxWxH: 18.17" x 20.05" x 6.37"
FREQUENCY: REFER TO RF DATA SHEET

3 DC6-48-60-18-8C DETAIL
SCALE: N.T.S.



4 ANTENNA & RRU MOUNTING DETAIL
SCALE: N.T.S.

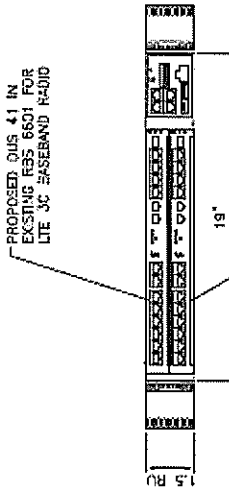


FRONT

TOP

MANUFACTURER: ALPHA
MODEL: Te45v3
HEIGHT: 72"
WIDTH: 30"
DEPTH: 30"
WEIGHT: 650 LBS (W/O BATTERIES)

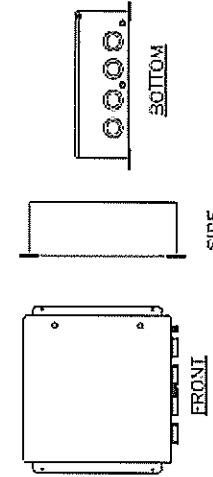
5 Te45v3 POWER PLANT DETAIL
SCALE: N.T.S.



PROPOSED DUS 41 IN
EXISTING RBS 6601 FOR
LTE JC BASEBAND RADIO

MANUFACTURER: ERICSSON
MODEL: RBS6601
WEIGHT: 22 LBS
DIMENSIONS: HxWxD: 2.6" x 19" x 13.78"

6 RBS 6601 W/ DUS-41 DETAIL
SCALE: N.T.S.



MANUFACTURER: RAYCAP
MODEL: DC12-48-60-0-25E
DIMENSIONS: HxWxD: 24" x 24" x 8"
WEIGHT: 56.3 lbs

7 DC12-48-60-0-25E DETAIL
SCALE: N.T.S.

Determine Adequacy of Square Sled Mount

Site Name: G24M The Strand

Site Number: HX1024

Job Description: Assessment of antenna mount for proposed antenna loading.

Define Units:

$$\text{psf} := \frac{\text{lb}}{\text{ft}^2}$$

$$\text{ksf} \equiv 1000 \frac{\text{lb}}{\text{ft}^2}$$

$$\text{psi} := \frac{\text{lb}}{\text{in}^2}$$

$$\text{kip} \equiv 1000\text{lb}$$

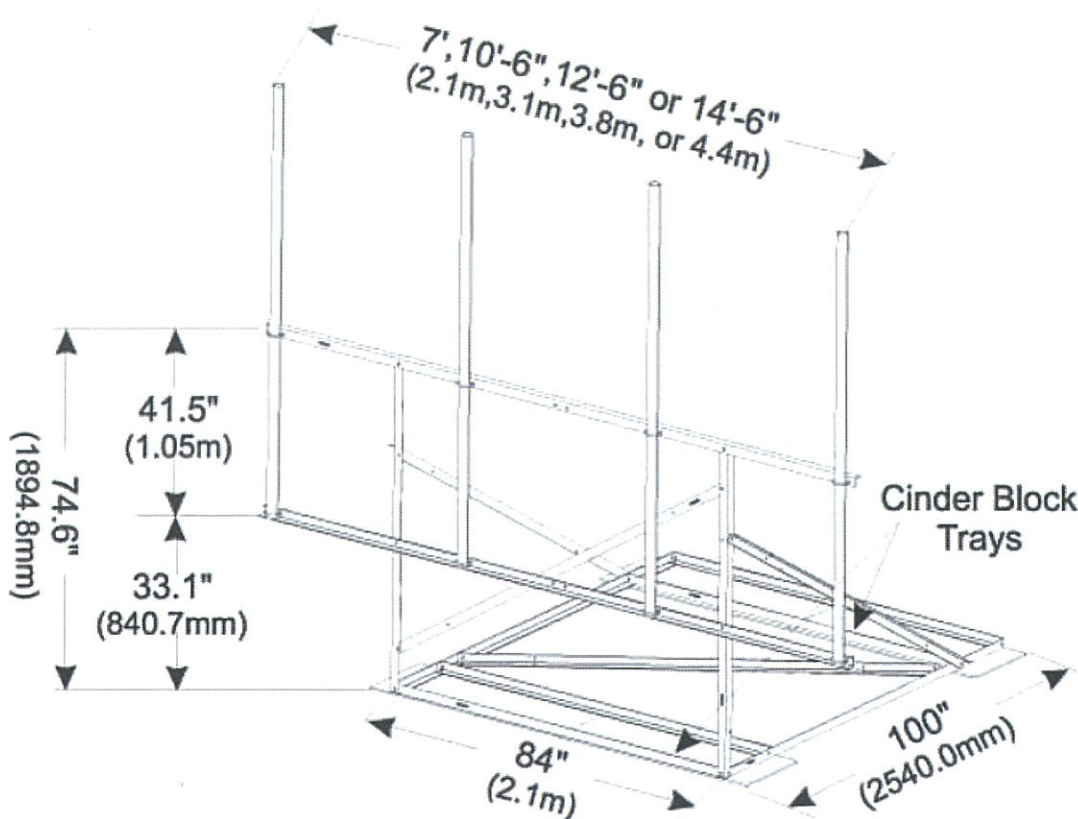
$$\text{ksi} := 1000 \frac{\text{lb}}{\text{in}^2}$$

$$\text{kft} := 1000\text{lb}\cdot\text{ft}$$

$$f_y := 60000\text{psi}$$

$$f_c := 3000\text{psi}$$

$$f_m := 1000\text{psi}$$



Code Requirements:

Wind Direction Probability Factor (Kd) =	$K_d := 0.85$	per ANSI/TIA-222-G (Table 2-2, pg 39) for tubular pole structures
Topographic Factor (Kzt) =	$K_{zt} := 1.0$	per ANSI/TIA-222-G (Section 2.6.6.4, pg 14) for tubular pole structures
Structure Class	II	
Importance Factor (I) =	$I := 1$	per ANSI/TIA-222-G (Table 2-3, pg 39)
Wind Velocity (V):	$V := 116 \text{ mph}$	per ANSI/TIA-222-G (pg 144)
Gust Response Factor (Gh):	$G_h := 0.85$	per ANSI/TIA-222-G (Section 2.6.7, pg 15)
Exposure Type	B	
For Exposure B Use Exp = 1, For Exposure C Use Exp = 2, Exposure D Use Exp = 3		$E_{xp} := 3$
Calculate wind loads at antennas and mounting frame based on TIA-EIA-222 G Standards:		$E_{xp} = 3$

Wind pressure:

Height of Antenna above grade:

$$Z_{ant} := 63\text{ft}$$

Exposure Coefficient (Kz):

$$K_z := \begin{cases} 2.01 \left[\left(\frac{Z_{ant}}{1200 \cdot \text{ft}} \right)^{\frac{2}{7}} \right] & \text{if } (E_{xp} = 1) \\ 2.01 \left[\left(\frac{Z_{ant}}{900 \cdot \text{ft}} \right)^{\frac{2}{9.5}} \right] & \text{if } (E_{xp} = 2) \\ 2.01 \left[\left(\frac{Z_{ant}}{700 \cdot \text{ft}} \right)^{\frac{2}{11.5}} \right] & \text{if } (E_{xp} = 3) \end{cases} = 1.32$$

Check Minimum Values:

$$K_{zmin} := \begin{cases} 0.7 & \text{if } E_{xp} = 1 \\ 0.85 & \text{otherwise} \end{cases} = 0.85 \quad K_{zmax} := 2.01$$

Check Maximum Values:

$$K_z := \begin{cases} \text{if } (K_z < K_{zmin}, K_{zmin}, K_z) & \text{if } K_{zmax} > \text{if } (K_z < K_{zmin}, K_{zmin}, K_z) \\ K_{zmax} & \text{otherwise} \end{cases} \quad K_z = 1.32$$

Velocity Pressure:

$$q_{z1} := \left(0.00256 \cdot K_z \cdot K_{zt} \cdot K_d \cdot V^2 \cdot I \right) \cdot \frac{\text{lb}}{\text{ft}^2} \quad q_{z1} = 38.72 \cdot \text{psf}$$

Wind Force:

Check that design wind pressure (product of Velocity and Gust response factor) is greater than or equal to 20 psf. If the pressure is less than 20 psf, use 20 psf, if not, use the actual value.

Wind pressure: $q_z := \max(q_{z1} \cdot G_h, 20 \cdot \text{psf})$ $q_z = 32.91 \cdot \text{psf}$

Antennas Properties:

DBXNH-6565B-R2M	SBNHH-1D65C	SBNHH-1D65B
Height $H_{ant1} := 72.7\text{in}$	Height $H_{ant2} := 96.1\text{in}$	Height $H_{ant3} := 72.9\text{in}$
Width $D_{ant1} := 11.9\text{in}$	Width $D_{ant2} := 11.9\text{in}$	Width $D_{ant3} := 11.9\text{in}$
Radio	Radio	Radio
Height $H_{rrh1} := 17.8\text{in}$	Height $H_{rrh2} := 18.2\text{in}$	Height $H_{rrh3} := 27.2\text{in}$
Width $D_{rrh1} := 17\text{in}$	Width $D_{rrh2} := 17.8\text{in}$	Width $D_{rrh3} := 12.1\text{in}$

Calculate Wind Coefficient:

Aspect Ratio of Members > 25 Use $C_{aflat1} := 2.0$ (for flat members) $C_{around1} := 1.2$ (for round members)

Aspect Ratio of Members < 7 Use $C_{aflat2} := 1.4$ (for flat members) $C_{around2} := 0.8$ (for round members)

Aspect Ratio for Pipes: $W_{idthsp} := 2.375\text{in}$ $L_{engthsp} := 8\text{ft}$ $A_{spectsp} := \frac{L_{engthsp}}{W_{idthsp}}$ $A_{spectsp} = 40.42$
 Use $C_{around1} = 1.2$

Aspect Ratio for Antenna 1: $A_{spectant1} := \frac{H_{ant1}}{D_{ant1}}$ $A_{spectant1} = 6.11$

$C_{a11} := \text{if} \left[A_{spectant1} \leq 7, 1.4, \left[1.4 + \frac{(A_{spectant1} - 7) \cdot 0.6}{18} \right] \right]$ $C_{a1} := \text{if} (A_{spectant1} \geq 25, 2.0, C_{a11})$ $C_{a1} = 1.4$

Aspect Ratio for Antenna 2: $A_{spectant2} := \frac{H_{ant2}}{D_{ant2}}$ $A_{spectant2} = 8.08$

$C_{a12} := \text{if} \left[A_{spectant2} \leq 7, 1.4, \left[1.4 + \frac{(A_{spectant2} - 7) \cdot 0.6}{18} \right] \right]$ $C_{a2} := \text{if} (A_{spectant2} \geq 25, 2.0, C_{a12})$ $C_{a2} = 1.44$

Aspect Ratio for Antenna 3: $A_{spectant3} := \frac{H_{ant3}}{D_{ant3}}$ $A_{spectant3} = 6.13$

$C_{a13} := \text{if} \left[A_{spectant3} \leq 7, 1.4, \left[1.4 + \frac{(A_{spectant3} - 7) \cdot 0.6}{18} \right] \right]$ $C_{a3} := \text{if} (A_{spectant3} \geq 25, 2.0, C_{a13})$ $C_{a3} = 1.4$

Aspect Ratio for RRH: $A_{\text{spectrrh1}} := \frac{H_{\text{rrh1}}}{D_{\text{rrh1}}} \quad A_{\text{spectrrh1}} = 1.05$

$$C_{a44} := \text{if} \left[A_{\text{spectrrh1}} \leq 7, 1.4, \left[1.4 + \frac{(A_{\text{spectrrh1}} - 7) \cdot 0.6}{18} \right] \right] \quad C_{a4} := \text{if} (A_{\text{spectrrh1}} \geq 25, 2.0, C_{a44}) \quad C_{a4} = 1.4$$

Aspect Ratio for RRH: $A_{\text{spectrrh2}} := \frac{H_{\text{rrh2}}}{D_{\text{rrh2}}} \quad A_{\text{spectrrh2}} = 1.02$

$$C_{a55} := \text{if} \left[A_{\text{spectrrh2}} \leq 7, 1.4, \left[1.4 + \frac{(A_{\text{spectrrh2}} - 7) \cdot 0.6}{18} \right] \right] \quad C_{a5} := \text{if} (A_{\text{spectrrh2}} \geq 25, 2.0, C_{a55}) \quad C_{a5} = 1.4$$

Aspect Ratio for RRH: $A_{\text{spectrrh3}} := \frac{H_{\text{rrh3}}}{D_{\text{rrh3}}} \quad A_{\text{spectrrh3}} = 2.25$

$$C_{a66} := \text{if} \left[A_{\text{spectrrh3}} \leq 7, 1.4, \left[1.4 + \frac{(A_{\text{spectrrh3}} - 7) \cdot 0.6}{18} \right] \right] \quad C_{a6} := \text{if} (A_{\text{spectrrh3}} \geq 25, 2.0, C_{a66}) \quad C_{a6} = 1.4$$

Calculate Wind Pressure:

Wind Load on Angle Members:	$W_{\text{Anglew}} := q_z \cdot C_{\text{aflat1}}$	$W_{\text{Anglew}} = 66 \cdot \text{psf}$
Wind Load on Pipe:	$W_{\text{Pipew}} := q_z \cdot C_{\text{around1}}$	$W_{\text{Pipew}} = 39 \cdot \text{psf}$
Wind load on Antenna 1:	$W_{\text{ant1}} := q_z \cdot C_{a1}$	$W_{\text{ant1}} = 46.07 \cdot \text{psf}$
Wind load on Antenna 2:	$W_{\text{ant2}} := q_z \cdot C_{a2}$	$W_{\text{ant2}} = 47.25 \cdot \text{psf}$
Wind load on Antenna 3:	$W_{\text{ant3}} := q_z \cdot C_{a3}$	$W_{\text{ant3}} = 46.07 \cdot \text{psf}$
Wind load on RRH:	$W_{\text{rrh1}} := q_z \cdot C_{a4}$	$W_{\text{rrh1}} = 46.07 \cdot \text{psf}$
Wind load on RRH:	$W_{\text{rrh2}} := q_z \cdot C_{a5}$	$W_{\text{rrh2}} = 46.07 \cdot \text{psf}$
Wind load on RRH:	$W_{\text{rrh3}} := q_z \cdot C_{a6}$	$W_{\text{rrh3}} = 46.07 \cdot \text{psf}$

Find Wind Loads on the Antenna Frame Mount:

Area of each 2" Pipe Member:	$A_{\text{pipe}} := 3\text{ft} \cdot 2.375\text{in}$	$A_{\text{pipe}} = 0.59\text{ft}^2$
Area of each 3" Angle Member (Horizontal):	$A_{\text{ang1}} := 10.5\text{ft} \cdot 3\text{in}$	$A_{\text{ang1}} = 2.63\text{ft}^2$
Area of each 3" Angle Member (Vertical):	$A_{\text{ang2}} := 6\text{ft} \cdot 3\text{in}$	$A_{\text{ang2}} = 1.5\text{ft}^2$
Area of each Antenna 1:	$A_{\text{ant1}} := H_{\text{ant1}} \cdot D_{\text{ant1}}$	$A_{\text{ant1}} = 6.01\text{ft}^2$
Area of each Antenna 2:	$A_{\text{ant2}} := H_{\text{ant2}} \cdot D_{\text{ant2}}$	$A_{\text{ant2}} = 7.94\text{ft}^2$
Area of each Antenna 3:	$A_{\text{ant3}} := H_{\text{ant3}} \cdot D_{\text{ant3}}$	$A_{\text{ant3}} = 6.02\text{ft}^2$
Area of each RRH:	$A_{\text{rrh1}} := H_{\text{rrh1}} \cdot D_{\text{rrh1}}$	$A_{\text{rrh1}} = 2.1\text{ft}^2$
Area of each RRH:	$A_{\text{rrh2}} := H_{\text{rrh2}} \cdot D_{\text{rrh2}}$	$A_{\text{rrh2}} = 2.25\text{ft}^2$
Area of each RRH:	$A_{\text{rrh3}} := H_{\text{rrh3}} \cdot D_{\text{rrh3}}$	$A_{\text{rrh3}} = 2.29\text{ft}^2$

Find Wind Loads on the Antenna Frame:

Load of each Angle Member (Horizontal):	$F_{\text{ang1}} := W_{\text{Anglew}} \cdot A_{\text{ang1}}$	$F_{\text{ang1}} = 173\text{lb}$
Load of each Angle Member (Vertical):	$F_{\text{ang2}} := W_{\text{Anglew}} \cdot A_{\text{ang2}}$	$F_{\text{ang2}} = 99\text{lb}$
Load of each 2" Pipe Member:	$F_{\text{pipe}} := W_{\text{Pipew}} \cdot A_{\text{pipe}}$	$F_{\text{pipe}} = 23\text{lb}$
Load of each Antenna 1:	$F_{\text{ant1}} := W_{\text{ant1}} \cdot A_{\text{ant1}}$	$F_{\text{ant1}} = 277\text{lb}$
Load of each Antenna 2:	$F_{\text{ant2}} := W_{\text{ant2}} \cdot A_{\text{ant2}}$	$F_{\text{ant2}} = 375\text{lb}$
Load of each Antenna 3:	$F_{\text{ant3}} := W_{\text{ant3}} \cdot A_{\text{ant3}}$	$F_{\text{ant3}} = 278\text{lb}$
Load of each RRH:	$F_{\text{rrh1}} := W_{\text{rrh1}} \cdot A_{\text{rrh1}}$	$F_{\text{rrh1}} = 97\text{lb}$
Load of each RRH:	$F_{\text{rrh2}} := W_{\text{rrh2}} \cdot A_{\text{rrh2}}$	$F_{\text{rrh2}} = 104\text{lb}$
Load of each RRH:	$F_{\text{rrh3}} := W_{\text{rrh3}} \cdot A_{\text{rrh3}}$	$F_{\text{rrh3}} = 105\text{lb}$

Find Max. Overturning Moment:

$$M_{ang1} := 2F_{ang1} \cdot 4.25\text{ft}$$

$$M_{ang1} = 1468.58 \text{ ft} \cdot \text{lb}$$

$$M_{ang2} := 2 \cdot F_{ang2} \cdot 3\text{ft}$$

$$M_{ang2} = 592.37 \text{ ft} \cdot \text{lb}$$

$$M_{ant} := (F_{ant1} + F_{ant2} + F_{ant3}) 7\text{ft}$$

$$M_{ant} = 6507.38 \text{ ft} \cdot \text{lb}$$

$$M_{rrh} := (F_{rrh1} + F_{rrh2} + F_{rrh3}) 4\text{ft}$$

$$M_{rrh} = 1216.48 \text{ ft} \cdot \text{lb}$$

$$M_{pipe} := 3 \cdot F_{pipe} \cdot 4\text{ft}$$

$$M_{pipe} = 281 \text{ ft} \cdot \text{lb}$$

$$M := M_{ang2} + M_{ang1} + M_{ant} + M_{pipe}$$

$$M = 8850 \text{ ft} \cdot \text{lb}$$

$$M_{sf} := 1.5 \cdot M$$

$$M_{sf} = 13274.55 \text{ ft} \cdot \text{lb}$$

Weight of the Frame:

Weight of the 2" std pipe member: $W_{pipe} := 3(8\text{ft}) \cdot \left(3.65 \frac{\text{lb}}{\text{ft}} \right)$

$$W_{pipe} = 87.6 \text{ lb}$$

Weight of the Antennas + RRHs: $W_{ant} := (46 + 50 + 41 + 50 + 55 + 57) \text{lb}$

$$W_{ant} = 299 \text{ lb}$$

Weight of the Frame: $W_{frame} := 380 \text{ lb}$

Ballast Weight on rear ballast tray: $B_{weightr} := \frac{M_{sf}}{8.33 \cdot \text{ft}} - \frac{W_{frame}}{2}$

$$B_{weightr} = 1404 \text{ lb}$$

Ballast Weight on front ballast tray: $B_{weightf} := \frac{M_{sf}}{8.33 \cdot \text{ft}} - \left(\frac{W_{frame}}{2} + W_{pipe} + W_{ant} \right)$

$$B_{weightf} = 1017 \text{ lb}$$

Add 1400 lbs of weight on rear ballast tray and 1000 lbs on front ballast tray.

Determine Adequacy of Antenna Mount

Site Name: G24M The Strand

Site Number: HX1024

Job Description: Assessment of antenna mount for proposed antenna loading.

Define Units:

$$\begin{array}{llllll} \text{psf} := \frac{\text{lb}}{\text{ft}^2} & \text{ksf} = 1000 \frac{\text{lb}}{\text{ft}^2} & \text{psi} := \frac{\text{lb}}{\text{in}^2} & \text{kip} = 1000\text{lb} & \text{ksi} := 1000 \frac{\text{lb}}{\text{in}^2} & \text{kft} := 1000\text{lb}\cdot\text{ft} \\ & f_y := 60000\text{psi} & f_c := 3000\text{psi} & f_m := 1000\text{psi} & & \end{array}$$

Code Requirements:

Wind Direction Probability Factor (Kd) =	$K_d := 0.85$	per ANSI/TIA-222-G (Table 2-2, pg 39) for tubular pole structures
Topographic Factor (Kzt) =	$K_{zt} := 1.0$	per ANSI/TIA-222-G (Section 2.6.6.4, pg 14) for tubular pole structures
Structure Class	II	
Importance Factor (I) =	$I := 1.0$	per ANSI/TIA-222-G (Table 2-3, pg 39)
Wind Velocity (V):	$V := 116 \text{ mph}$	per ANSI/TIA-222-G (pg 144)
Gust Response Factor (Gh):	$G_h := 0.85$	per ANSI/TIA-222-G (Section 2.6.7, pg 15)
Exposure Type	D	
For Exposure B Use Exp = 1, For Exposure C Use Exp = 2, For Exposure D Use Exp = 3	$E_{xp} := 3$	
Calculate wind loads at antennas and mounting frame based on TIA-EIA-222 G Standards:	$E_{xp} = 3$	

Wind pressure:

Height of Antenna above grade:

$$Z_{\text{ant}} := 67\text{ft}$$

Exposure Coefficient (K_z):

$$K_z := \begin{cases} 2.01 \left[\left(\frac{Z_{\text{ant}}}{1200\cdot\text{ft}} \right)^{\frac{2}{7}} \right] & \text{if } (E_{\text{xp}} = 1) \\ 2.01 \left[\left(\frac{Z_{\text{ant}}}{900\cdot\text{ft}} \right)^{\frac{2}{9.5}} \right] & \text{if } (E_{\text{xp}} = 2) \\ 2.01 \left[\left(\frac{Z_{\text{ant}}}{700\cdot\text{ft}} \right)^{\frac{2}{11.5}} \right] & \text{if } (E_{\text{xp}} = 3) \end{cases} = 1.34$$

Check Minimum Values:

$$K_{z\text{min}} := \begin{cases} 0.7 & \text{if } E_{\text{xp}} = 1 \\ 0.85 & \text{otherwise} \end{cases} = 0.85 \quad K_{z\text{max}} := 2.01$$

Check Maximum Values:

$$K_z := \begin{cases} \text{if } (K_z < K_{z\text{min}}, K_{z\text{min}}, K_z) & \text{if } K_{z\text{max}} > \text{if } (K_z < K_{z\text{min}}, K_{z\text{min}}, K_z) \\ K_{z\text{max}} & \text{otherwise} \end{cases} \quad K_z = 1.34$$

Velocity Pressure:

$$q_{z1} := \left(0.00256 \cdot K_z \cdot K_{zt} \cdot K_d \cdot V^2 \cdot I \right) \cdot \frac{\text{lb}}{\text{ft}^2} \quad q_{z1} = 39.13 \cdot \text{psf}$$

Wind Force:

Check that design wind pressure (product of Velocity and Gust response factor) is greater than or equal to 20 psf. If the pressure is less than 20 psf, use 20 psf, if not, use the actual value.

Wind pressure:

$$q_z := \max(q_{z1} \cdot G_h, 20 \cdot \text{psf}) \quad q_z = 33.26 \cdot \text{psf}$$

Antennas Properties:

SBNHH-1D65B

RRU

Height $H_{ant1} := 72.9\text{in}$

Height $H_{ant2} := 27.2\text{in}$

Width $D_{ant1} := 11.9\text{in}$

Width $D_{ant2} := 12.1\text{in}$

Calculate Wind Coefficient:

Aspect Ratio of Members > 25 Use $C_{aflat1} := 2.0$ (for flat members) $C_{around1} := 1.2$ (for round members)

Aspect Ratio of Members < 7 Use $C_{aflat2} := 1.4$ (for flat members) $C_{around2} := 0.8$ (for round members)

Aspect Ratio for Pipes: $W_{idthsp} := 2.375\text{in}$ $L_{engthsp} := 7\text{ft}$ $A_{spectsp} := \frac{L_{engthsp}}{W_{idthsp}}$ $A_{spectsp} = 35.37$
Use $C_{around1} = 1.2$

Aspect Ratio for Antenna 1 $A_{spectant1} := \frac{H_{ant1}}{D_{ant1}}$ $A_{spectant1} = 6.13$

$$C_{a11} := \text{if} \left[A_{spectant1} \leq 7, 1.4, \left[1.4 + \frac{(A_{spectant1} - 7) \cdot 0.6}{18} \right] \right]$$

$$C_{a1} := \text{if} (A_{spectant1} \geq 25, 2.0, C_{a11}) \quad C_{a1} = 1.4$$

Aspect Ratio for Antenna 2 $A_{spectant2} := \frac{H_{ant2}}{D_{ant2}}$

$$A_{spectant2} = 2.25$$

$$C_{a12} := \text{if} \left[A_{spectant2} \leq 7, 1.4, \left[1.4 + \frac{(A_{spectant2} - 7) \cdot 0.6}{18} \right] \right]$$

$$C_{a2} := \text{if} (A_{spectant2} \geq 25, 2.0, C_{a12}) \quad C_{a2} = 1.4$$

Calculate Wind Pressure:

Wind Load on Pipe:	$W_{\text{Pipew}} := q_z \cdot C_{\text{around2}}$	$W_{\text{Pipew}} = 27 \cdot \text{psf}$
Wind load on Antenna 1:	$W_{\text{ant1}} := q_z \cdot C_{a1}$	$W_{\text{ant1}} = 46.57 \cdot \text{psf}$
Wind load on Antenna 2:	$W_{\text{ant2}} := q_z \cdot C_{a2}$	$W_{\text{ant2}} = 46.57 \cdot \text{psf}$

Find Wind Loads on the Antenna Frame Mount:

Area of each Pipe Member:	$A_{\text{pipe}} := \text{Widthsp} \cdot \text{Lengthsp}$	$A_{\text{pipe}} = 1.39 \text{ ft}^2$
Area of each Antenna 1:	$A_{\text{ant1}} := H_{\text{ant1}} \cdot D_{\text{ant1}}$	$A_{\text{ant1}} = 6.02 \text{ ft}^2$
Area of each Antenna 2:	$A_{\text{ant2}} := H_{\text{ant2}} \cdot D_{\text{ant2}}$	$A_{\text{ant2}} = 2.29 \text{ ft}^2$

Find Wind Loads on the Antenna Frame:

Load of each Pipe Member:	$F_{\text{pipe}} := W_{\text{Pipew}} \cdot A_{\text{pipe}}$	$F_{\text{pipe}} = 37 \text{ lb}$
Load of each Antenna 1:	$F_{\text{ant1}} := W_{\text{ant1}} \cdot A_{\text{ant1}}$	$F_{\text{ant1}} = 281 \text{ lb}$
Load of each Antenna 2:	$F_{\text{ant2}} := W_{\text{ant2}} \cdot A_{\text{ant2}}$	$F_{\text{ant2}} = 106 \text{ lb}$

Find Max. Moment:

$$M_{\text{pipe}} := F_{\text{pipe}} \cdot 3\text{ft}$$

$$M_{\text{ant}} := F_{\text{ant1}} \cdot 6\text{ft} + F_{\text{ant2}} \cdot 3\text{ft}$$

$$M := M_{\text{pipe}} + M_{\text{ant}} \quad M = 2113.2\text{ft}\cdot\text{lb}$$

Weight of the Frame:

$$\text{Weight of the pipe member:} \quad W_{\text{pipe}} := L_{\text{engthsp}} \cdot 3.65 \frac{\text{lb}}{\text{ft}} \quad W_{\text{pipe}} = 25.55\text{lb}$$

$$\text{Weight of the Antennas:} \quad W_{\text{ant}} := 46\text{lb} + 55\text{lb}$$

$$\text{Weight of the Frame \& Antennas:} \quad W_{\text{total}} := W_{\text{pipe}} + W_{\text{ant}} \quad W_{\text{total}} = 126.55\text{lb}$$

Find Max. Reaction at Bolt Connection**Bolt Tension**

$$n_{\text{bolts}} := 2$$

$$B_T := \frac{M + W_{\text{total}} \cdot 1\text{ft}}{3\text{ft} \cdot n_{\text{bolts}}} \quad B_T = 373.29\text{lb}$$

Bolt Shear

$$B_S := \frac{\max(F_{\text{ant1}} + F_{\text{ant2}} + F_{\text{pipe}}, W_{\text{total}})}{2n_{\text{bolts}}} \quad B_S = 105.96\text{lb}$$

Use (2) 1/2" Hilti HAS rods with HY-150 MAX adhesive w/ 2-1/4" embedment per connection (from previous analysis)

$$f_A := 0.97 \quad f_{RV1} := 1.0$$

$$f_{RN} := 1.0 \quad f_{RV2} := 1.0$$

$$\text{Allowable Tension} \quad N_{\text{tcapacity}} := 4700\text{lb} \quad N_{\text{rec}} := N_{\text{tcapacity}} \cdot f_A \cdot f_{RN} = 4559\text{lb} \quad > \quad B_T = 373.29\text{lb}$$

$$\text{Allowable Shear} \quad V_{\text{scapacity}} := 2420\text{lb} \quad V_{\text{rec}} := V_{\text{scapacity}} \cdot f_A \cdot \min(f_{RV1}, f_{RV2}) = 2347.4\text{lb} > B_S = 105.96\text{lb}$$

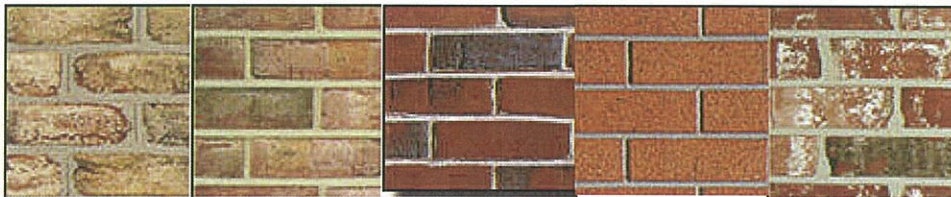
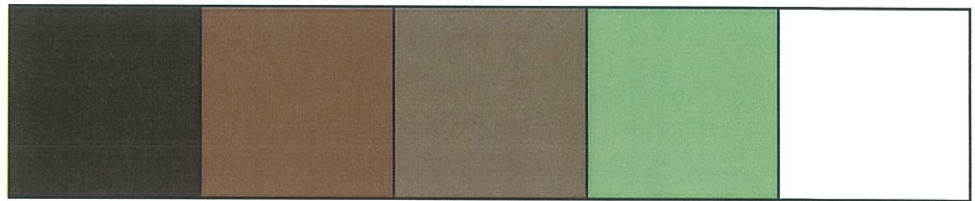
$$\text{Check for unity eq:} \quad \left(\frac{B_T}{N_{\text{rec}}} \right)^{\frac{5}{3}} + \left(\frac{B_S}{V_{\text{rec}}} \right)^{\frac{5}{3}} = 0.021 < 1.0 \dots \text{O.K.}$$

Customized Surface Options

In the STEALTH manufacturing facility, it is possible to replicate and match a color and texture of almost any existing building or structure. We are proud to offer the following customized surface treatments:

Painted:

Used for all smooth surfaces, new or weathered.

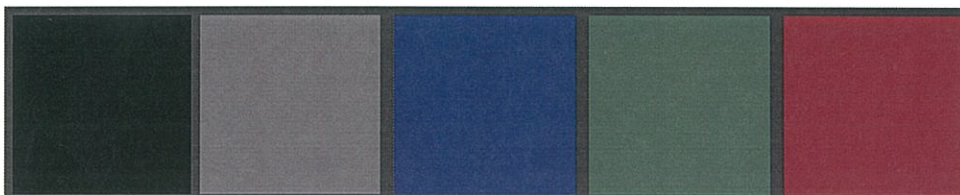
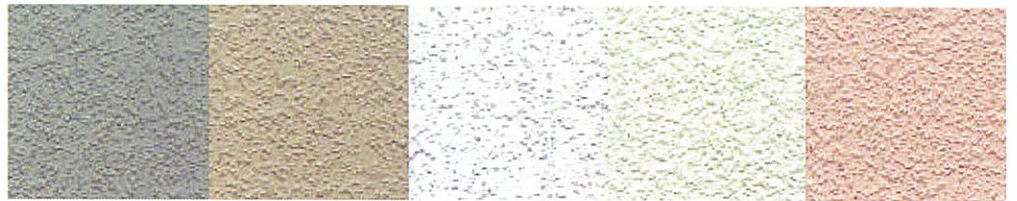


Brick:

Painted or textured to any color or shape required.

Stucco:

Blown or troweled on (many different textures available on request.)



Reflective:

Used to match existing glass panes.

Note:

Metallic or Mirrored finishes not available.



SITE NAME: G24M THE STRAND
SITE NUMBER: HX1024
STRUCTURE TYPE: ROOFTOP
FA CODE: 10024614

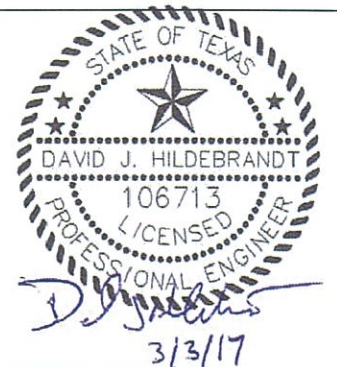
2017 LTE 3C PTN: 3065A07T0P

PREPARED FOR:

AT&T MOBILITY
1801 VALLEY VIEW LANE
FARMERS BRANCH, TX 75234


Network Solutions
806 DOUGLAS RD,
11TH FLR
CORAL GABLES, FL 33134
Tel: 305-702-9140

SITE NAME:
G24M THE STRAND
SITE NUMBER:
HX1024
SITE ADDRESS:
2104 AVE B "REAR STREET"
GALVESTON, TX 77550
GALVESTON COUNTY



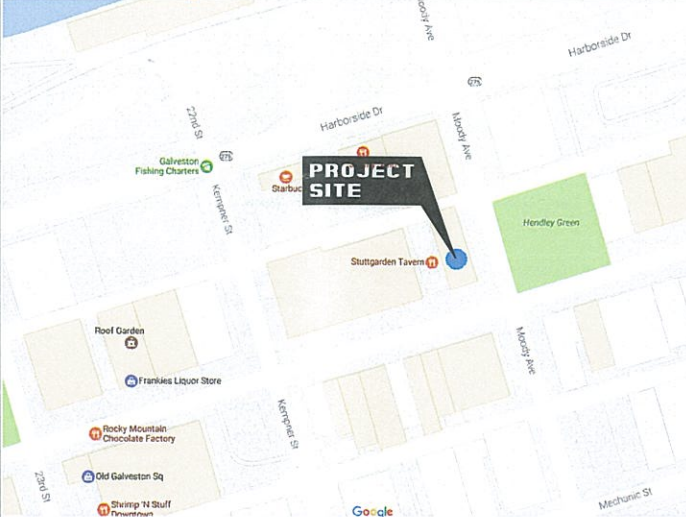

CONSULTING ENGINEERS, INC.
19315 FM 2252, STE. 301 PH: (210) 542-5911
GARDEN RIDGE, TX 78266 F-13646

DRAWN BY: JS
APPROVED BY: TH
DATE DRAWN: 03/03/17

REVISION			
NO	DESCRIPTION	BY	DATE
0	ISSUED FOR CONSTRUCTION	JS	03/03/17

SHEET TITLE:
COVER SHEET

SHEET NUMBER:
T1.0

PROJECT INFORMATION	DRIVING DIRECTIONS	VICINITY MAP	SHEET INDEX
SITE NAME: G24M THE STRAND SITE NUMBER: HX1024 911 ADDRESS: 2104 AVE B "REAR STREET" GALVESTON, TX 77550 LATITUDE: 29.308032° LONGITUDE: -94.792307° GROUND ELEVATION: 7'± AMSL JURISDICTION: CITY OF GALVESTON STRUCTURE TYPE: ROOFTOP	FROM AT&T OFFICE (6500 W. LOOP FWY S.): GET ON I-610 S FROM WEST LOOP S. FOLLOW I-610 S AND I-45 S TO BROADWAY AVENUE J IN GALVESTON. CONTINUE ONTO BROADWAY AVENUE J. TURN LEFT ONTO 51ST ST. TURN RIGHT ONTO HARBORSIDE DR. TURN RIGHT ONTO 21ST ST/MOODY AVE. SITE WILL BE AT 2104 AVE B "REAR STREET" GALVESTON, TX 77550		T1.0 COVER SHEET N1.0 GENERAL NOTES A1.0 ROOFTOP PLAN A1.1 EQUIPMENT PLAN A2.0 BUILDING ELEVATION A2.1 EXISTING ANTENNA PLAN A2.2 PROPOSED ANTENNA PLAN A3.0 TOWER EQUIPMENT DETAILS A4.0 EQUIPMENT DESCRIPTION TABLE NOTE: DRAWING SCALES ARE FOR 22"x34" SHEETS UNLESS OTHERWISE NOTED.
SCOPE OF WORK	CONTACTS	APPROVALS	
THE WIRELESS COMMUNICATIONS FACILITY IS NOT INTENDED FOR HUMAN OCCUPANCY THE SCOPE OF WORK FOR THIS SITE INCLUDES: 1. REPLACEMENT OF (3) PANEL ANTENNAS WITH (3) NEW HEX PORT ANTENNAS (1 PER SECTOR) 2. REPLACEMENT OF (3) DC2-48-60-0-9E RAYCAP UNIT WITH (3) NEW DC6-48-60-18-8C RAYCAP UNIT 3. REPLACEMENT OF (6) SINGLE PAIR FIBER CABLES WITH (3) NEW 6 PAIR FIBER TRUNKS 4. REPLACEMENT OF (6) SINGLE PAIR POWER CABLES WITH (6) NEW 7/8" DC CABLE BUNDLES 5. REPLACEMENT OF (1) EXISTING POWER PLANT WITH (1) NEW ARGUS OUTDOOR POWER PLANT 6. INSTALLATION OF (3) RRUS-32 (1 PER SECTOR) 7. INSTALLATION OF (2) NEW DC12-48-60-0-25E RAYCAP UNITS	APPLICANT: AT&T MOBILITY 1801 VALLEY VIEW LANE FARMERS BRANCH, TX 75234 PROPERTY OWNER: CHCA WEST HOUSTON, LP 1191 W. TAMARACK BARRINGTON, IL 60010 PHONE: 847-934-4285 PROJECT MANAGER: MASTEC NETWORK SOLUTIONS 1351 E. IRVING PARK RD. ITASCA, IL 60143 CONTACT: SYLVIA MYSLINSKI SITE ACQUISITION SPECIALIST OFFICE PHONE: (630) 634-4947 EMAIL: Sylvia.Myslinski@mastec.com ARCHITECT/ENGINEER: LEVEL 5 CONSULTING ENGINEERS 19315 FM 2252, SUITE 301 GARDEN RIDGE, TX 78266 CONTACT: TONY HUEBEL PHONE: 210-542-5911	AT&T REAL ESTATE _____ DATE _____ AT&T RF ENGINEERING _____ DATE _____ AT&T CONSTRUCTION MANAGER _____ DATE _____ AT&T OPERATIONS _____ DATE _____ CONSTRUCTION MANAGER _____ DATE _____ PROPERTY OWNER _____ DATE _____ CONTRACTOR _____ DATE _____ THE ABOVE PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS AND AUTHORIZE CONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT AND MAY IMPOSE CHANGES OR MODIFICATIONS.	
SITE PHOTO			
			
APPLICABLE CODES & STANDARDS			
- INTERNATIONAL BUILDING CODE, 2012 EDITION AS ADOPTED BY LOCAL JURISDICTION. - NATIONAL ELECTRICAL CODE, 2014 EDITION AS ADOPTED BY LOCAL JURISDICTION. - INTERNATIONAL MECHANICAL CODE, 2012 EDITION AS ADOPTED BY LOCAL JURISDICTION. - INTERNATIONAL ENERGY CONSERVATION CODE, 2012 EDITION AS ADOPTED BY LOCAL JURISDICTION	TELEPHONE COMPANY: AT&T PHONE: 1-866-722-9246 POWER COMPANY:	SITE ACCESS PROCEDURES	

1. GENERAL REQUIREMENTS

A. PURPOSE AND INTENT

1. THE DRAWING AND SPECIFICATIONS ARE INTENDED TO BE FULLY EXPLANATORY AND SUPPLEMENTARY, HOWEVER, SHOULD ANYTHING BE SHOWN, INDICATED, OR SPECIFIED ON ONE AND NOT THE OTHER, IT SHALL BE DONE THE SAME AS IF SHOWN, INDICATED, OR SPECIFIED IN BOTH. SHOULD THERE BE ANY DISCREPANCIES BETWEEN REQUIREMENTS SHOWN IN BOTH, THE MORE STRINGENT REQUIREMENTS SHALL APPLY.
2. THE INTENTION OF THE DOCUMENTS IS TO INCLUDE ALL LABOR AND MATERIALS REASONABLY NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK AS STIPULATED IN THE CONTRACT.

B. CONFLICTS

1. VERIFY ALL MEASUREMENTS AT THE SITE BEFORE ORDERING MATERIAL OR DOING ANY WORK. NO EXTRA CHARGE OR COMPENSATION WILL BE ALLOWED DUE TO DIFFERENCES BETWEEN ACTUAL DIMENSIONS OR DIMENSIONS SHOWN ON PLANS. SUBMIT NOTICE OF ANY DISCREPANCY IN DIMENSIONS OR OTHERWISE TO CM FOR RESOLUTION BEFORE PROCEEDING WITH THE WORK.
2. CONTRACTOR SHALL COORDINATE WITH CM FOR COAX LINE SWEEPS TO VERIFY FEEDER CABLE DISTANCES.
3. NO PLEA OF IGNORANCE OF CONDITIONS THAT EXIST, OR OF DIFFICULTIES OF CONDITIONS THAT MAY BE ENCOUNTERED,OR OF ANY OTHER RELEVANT MATTER CONCERNING THE EXECUTION OF THE WORK WILL BE ACCEPTED AS AN EXCUSE FOR ANY FAILURE OR OMISSION ON THE PART OF THE CONTRACTOR TO FULFILL EVERY DETAIL OF ALL THE REQUIREMENTS OF THE CONSTRUCTION DOCUMENTS GOVERNING THE WORK.

C. CLEANING

KEEP THE SITE FREE FROM ACCUMULATION OF WASTE AND RUBBISH CAUSED BY EMPLOYEES. AT THE COMPLETION OF THE WORK, REMOVE ALL WASTE AND NON-CONSTRUCTION MATERIAL, INCLUDING ALL CONTRACTOR TOOLS, SCAFFOLDING, AND SURPLUS MATERIAL AND LEAVE SITE CLEAN AND READY FOR USE.

D. CODES

CONTRACTOR SHALL BE RESPONSIBLE FOR FOLLOWING ALL LAWS, REGULATIONS, AND RULES PROMULGATED BY FEDERAL STATE AND LOCAL AUTHORITIES WITH JURISDICTION OVER THE PROJECT SITE. THIS RESPONSIBILITY IS IN EFFECT REGARDLESS OF WHETHER THE LAW, ORDINANCE, REGULATION OR RULE IS MENTIONED IN THESE SPECIFICATIONS.

E. LICENSING

CONTRACTOR SHALL HAVE AND MAINTAIN A VALID CONTRACTOR'S LICENSE FOR THE LOCATION IN WHICH THE WORK IS TO BE PERFORMED. FOR JURISDICTIONS THAT LICENSE INDIVIDUAL TRADES, THE TRADESMAN OR SUBCONTRACTOR PERFORMING THOSE TRADES SHALL BE LICENSED. RESEARCH AND COMPLY WITH THE LICENSING LAWS, PAY LICENSE FEES, AND SELECT AND INFORM SUBCONTRACTORS REGARDING THESE LAWS.

F. OSHA

FOLLOW ALL APPLICABLE RULES AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATIONS AND STATE LAWS BASED IN THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT. THESE REGULATIONS INCLUDE, BUT ARE NOT LIMITED TO, REGULATIONS DEALING WITH TOWER CONSTRUCTION AND SAFETY, EXCAVATIONS AND TRENCHING, AND WORK IN CONFINED SPACES. ENSURE THAT EMPLOYEES AND SUBCONTRACTORS WEAR HARD HATS AT ALL TIMES DURING CONSTRUCTION.

G. PHOTOS

PROVIDE PHOTOS OF THE ENTIRE LTE INSTALLATION, INCLUDING BUT NOT NOT LIMITED TO EQUIPMENT INSTALLATION, GROUNDING, CABLING, AND ANTENNA WORK.

H. TOWER SECURITY

IF REQUIRED, TOWER MUST BE FENCED, TEMPORARILY OR PERMANENTLY WITHIN 24 HOURS OF ERECTION. DO NOT ALLOW THE GATE ACCESSING THE TOWER AREA TO REMAIN OPEN OR UNATTENDED ANY TIME FOR ANY REASON. KEEP THE GATE CLOSED AND LOCKED WHEN NOT IN USE.

I. SITE CONTROL

1. THE CONTRACTOR IS COMPLETELY RESPONSIBLE FOR CONTAINMENT OF SEDIMENT AND CONTROL OF EROSION AT THE SITE. ANY DAMAGE TO ADJACENT OR DOWNSTREAM PROPERTIES WILL BE CORRECTED BY THE CONTRACTOR AT NO EXPENSE TO AT&T.
2. THE CONTRACTOR IS TO MAINTAIN ADEQUATE DRAINAGE AT ALL TIMES. DO NOT ALLOW WATER TO STAND OR POND. ANY DAMAGE TO STRUCTURES OR WORK ON THE SITE CAUSED BY INADEQUATE MAINTENANCE OF DRAINAGE PROVISIONS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AND ANY COST ASSOCIATED WITH REPAIRS FOR SUCH DAMAGE WILL BE AT THE CONTRACTOR'S EXPENSE.
3. ALL WASTE MATERIAL SHALL BE PROPERLY DISPOSED OF OFF-SITE OR AS DIRECTED BY THE CONSTRUCTION MANAGER AND IN ACCORDANCE WITH JURISDICTIONAL AUTHORITIES.

2. GENERAL NOTES:

1. IT IS THE CONTRACTOR'S RESPONSIBILITY TO EXAMINE ALL PLAN SHEETS AND SPECIFICATIONS AND COORDINATE HIS WORK WITH THE WORK OF ALL OTHER CONTRACTORS TO ENSURE THAT WORK PROGRESSION IS NOT INTERRUPTED.
2. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING A NEAT AND ORDERLY SITE, YARD AND GROUNDS. CONTRACTOR SHALL REMOVE AND DISPOSE OFF SITE ALL RUBBISH, WASTE MATERIALS, LITTER AND ALL FOREIGN SUBSTANCES. REMOVE PETROCHEMICAL SPILLS, STAINS AND OTHER FOREIGN DEPOSITS. RAKE GROUNDS TO A SMOOTH EVEN-TEXTURED SURFACE.
3. THE PLANS SHOW SOME SUBSURFACE STRUCTURES, ABOVE GROUND STRUCTURES AND/OR UTILITIES BELIEVED TO EXIST IN THE WORKING AREA. EXACT LOCATION OF WHICH MAY VARY FROM THE LOCATIONS INDICATED. IN PARTICULAR, THE CONTRACTOR IS WARNED THAT THE EXACT OR EVEN APPROXIMATE LOCATIONS OF SUCH PIPELINES, SUBSURFACE STRUCTURES AND/OR UTILITIES IN THE AREA MAY BE SHOWN OR MAY NOT BE SHOWN AND IT SHALL BE HIS RESPONSIBILITY TO PROCEED WITH GREAT CARE IN EXCAVATION ANY WORK. 48 HOURS BEFORE YOU DIG, DRILL OR BLAST CALL LOCAL UTILITY LOCATOR COMPANY.
4. THE OWNER OR OWNERS'S REPRESENTATIVE SHALL BE NOTIFIED IN WRITING OF ANY CONDITIONS THAT VARY FROM THOSE SHOWN ON THE PLANS. THE CONTRACTOR'S WORK SHALL NOT VARY FROM THE PLANS WITHOUT THE EXPRESSED APPROVAL OF THE OWNER OR THE OWNER'S REPRESENTATIVE.
5. THE CONTRACTOR IS INSTRUCTED TO COOPERATE WITH ANY AND ALL OTHER CONTRACTORS PERFORMING WORK ON THIS JOB SITE DURING THE PERFORMANCE OF THIS CONTRACT
6. THE CONTRACTOR SHALL RESTORE ALL DAMAGED, PUBLIC OR PRIVATE, PROPERTY TO AT LEAST AS GOOD OF CONDITION AS BEFORE DISTURBED AS DETERMINED BY THE OWNER OR OWNER'S REPRESENTATIVE
7. THE CONTRACTOR SHALL COMPLY WITH ALL REQUIRED PERMITS.
8. THE CONTRACTOR SHALL PROTECT EXISTING PROPERTY LINE MONUMENTATION. ANY MONUMENTATION DISTURBED OR DESTROYED, AS JUDGED BY THE OWNER OR OWNER'S REPRESENTATIVE SHALL BE REPLACED.
9. ALL TRENCH EXCAVATION AND ANY REQUIRED SHEETING AND SHORING SHALL BE DONE IN ACCORDANCE WITH OSHA REGULATIONS FOR CONSTRUCTION.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR DEWATERING AND THE MAINTENANCE OF SURFACE DRAINAGE DURING THE COURSE OF WORK.
11. ALL UTILITY WORK INVOLVING CONNECTIONS TO EXISTING SYSTEMS SHALL BE COORDINATED WITH THE OWNER OR OWNER'S REPRESENTATIVE AND THE UTILITY OWNER BEFORE EACH AND EVERY CONNECTION TO EXISTING SYSTEMS IS MADE.
12. A 20-FOOT HORIZONTAL CLEARANCE SHALL BE MAINTAINED FROM ALL EXISTING POWER LINES.

PREPARED FOR:



806 DOUGLAS RD,
11TH FLR
CORAL GABLES, FL 33134
Tel: 305-702-9140

SITE NAME:

G24M THE STRAND

SITE NUMBER:

HX1024

SITE ADDRESS:

2104 AVE B "REAR STREET"
GALVESTON, TX 77550
GALVESTON COUNTY



19315 FM 2252, STE. 301 PH: (210) 542-5911
GARDEN RIDGE, TX 78266 F-13646

DRAWN BY:	JS
APPROVED BY:	TH
DATE DRAWN:	03/03/17

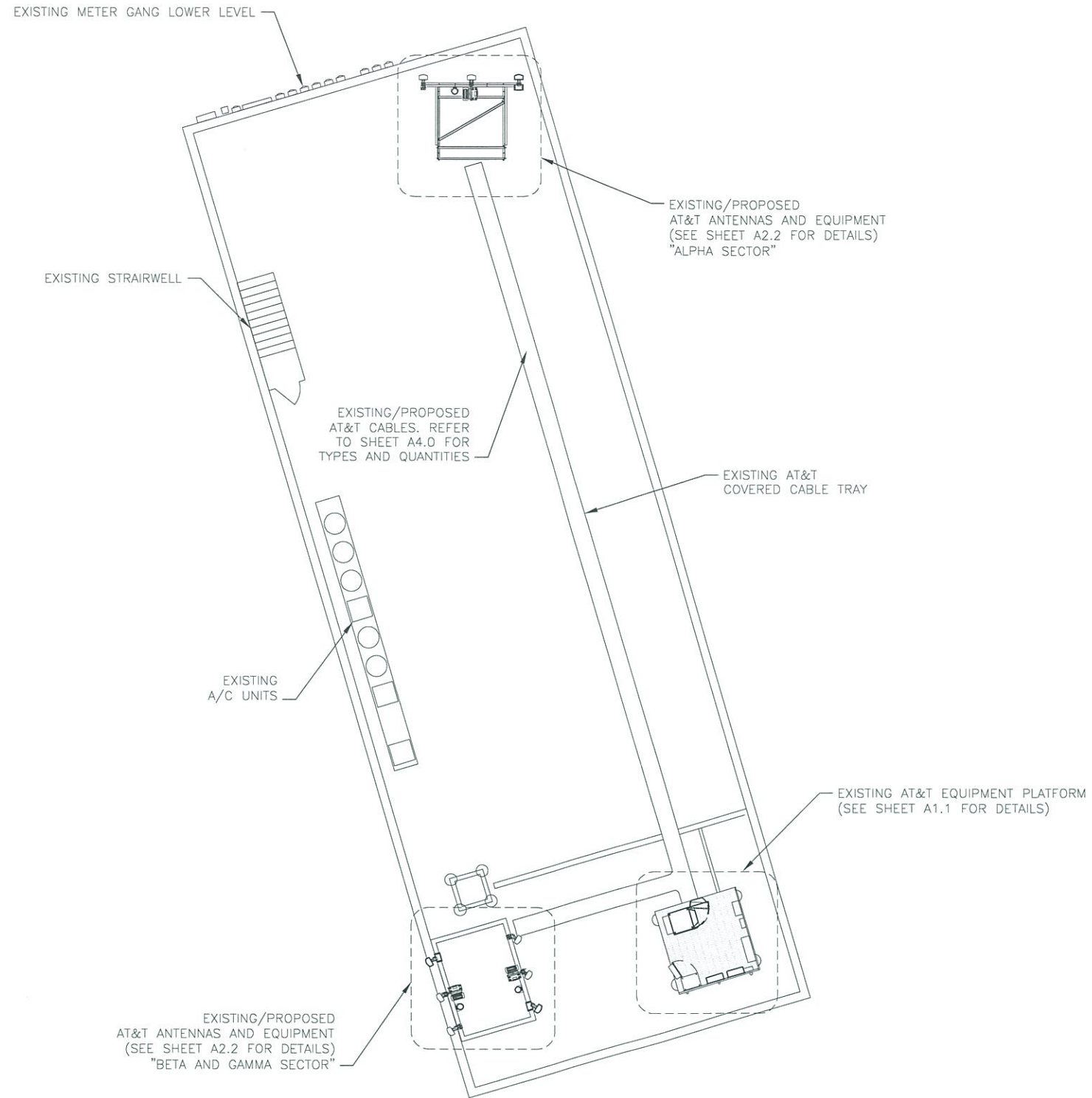
REVISION			
NO	DESCRIPTION	BY	DATE
0	ISSUED FOR CONSTRUCTION	JS	03/03/17

SHEET TITLE:

GENERAL NOTES

SHEET NUMBER:

N1.0



1 ROOFTOP PLAN
FULL SIZE PLOT SCALE: 1/8" = 1'-0"
HALF SIZE PLOT SCALE: 1/16" = 1'-0"
0 4' 8' 16'

PREPARED FOR:



AT&T MOBILITY
1801 VALLEY VIEW LANE
FARMERS BRANCH, TX 75234



806 DOUGLAS RD,
11TH FLR
CORAL GABLES, FL 33134
Tel: 305-702-9140

SITE NAME:
G24M THE STRAND

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SITE ADDRESS:
2104 AVE B "REAR STREET"
GALVESTON, TX 77550
GALVESTON COUNTY



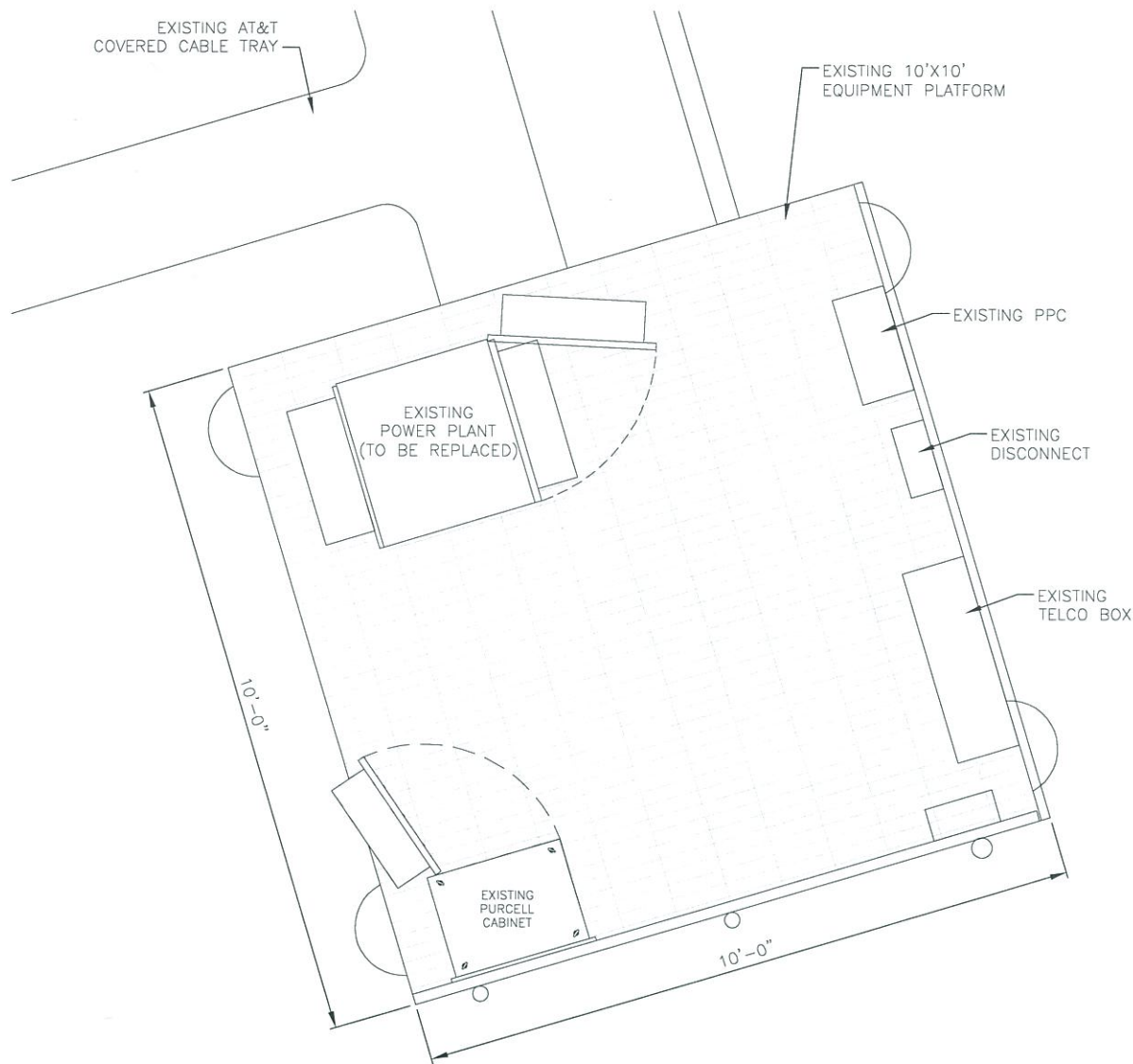
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GARDEN RIDGE, TX 78266
PH: (210) 542-5911
F-13646

DRAWN BY:	JS
APPROVED BY:	TH
DATE DRAWN:	03/03/17

REVISION			
NO	DESCRIPTION	BY	DATE
0	ISSUED FOR CONSTRUCTION	JS	03/03/17

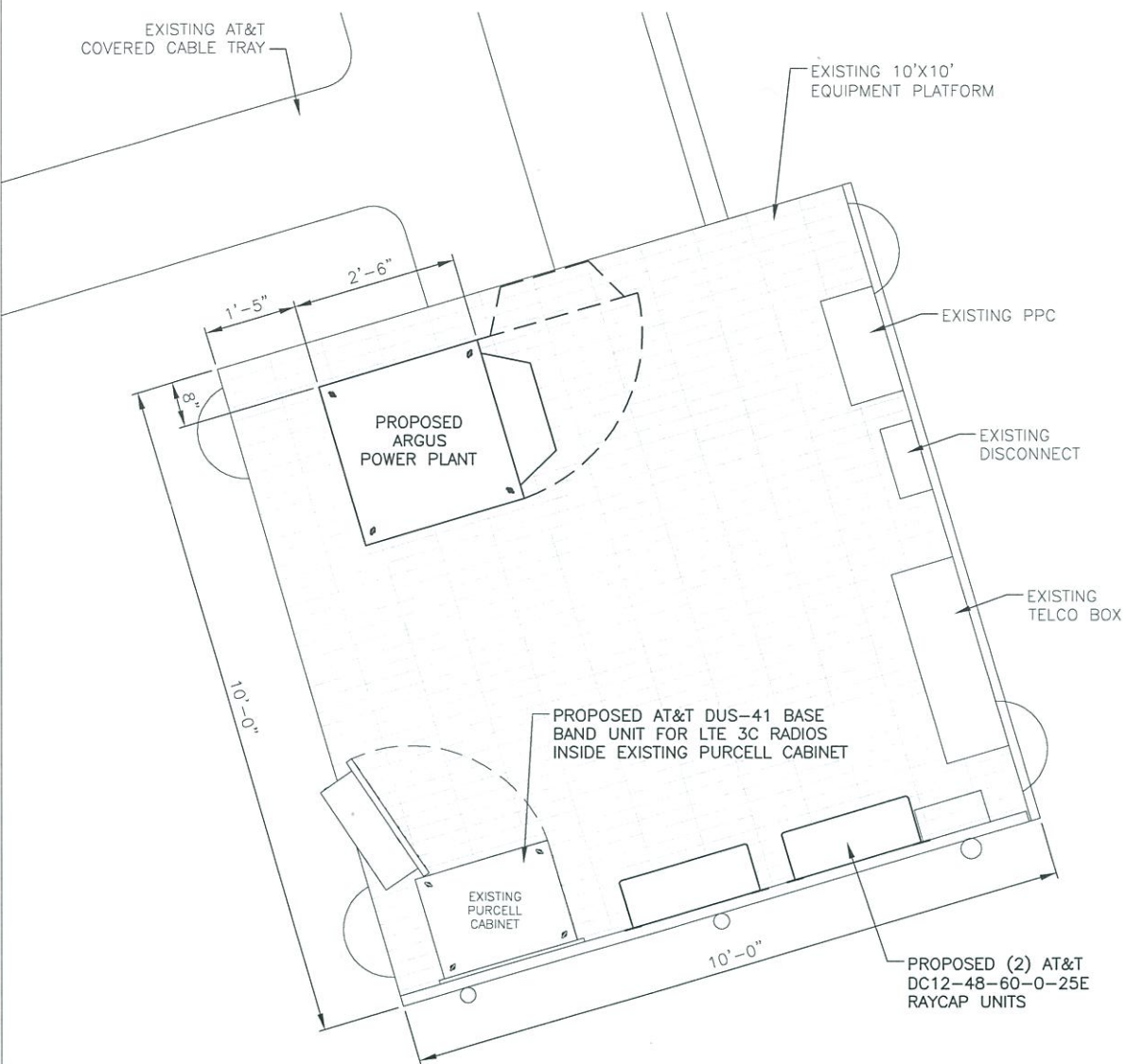
SHEET TITLE:
ROOFTOP PLAN

SHEET NUMBER:
A1.0



1 EXISTING EQUIPMENT PLAN
 FULL SIZE PLOT SCALE: 3/4" = 1'-0"
 HALF SIZE PLOT SCALE: 3/8" = 1'-0"
 TRUE NORTH
 0 2' 4'

- GENERAL NOTES:**
1. PROVIDE DUS 41 IN EXISTING RBS 6601 FOR LTE 3C.
 2. PROVIDE 30A DC BREAKER FOR EACH PROPOSED RRU IN EXISTING 48V DC POWER PLANT.
 3. PROPOSED DC12-48-60-0-25E TO BE MOUNTED AT EXISTING H-FRAME. USE ANTI-OXIDANT COMPOUND FOR GROUND LUG. BOND TO PLATFORM GROUND USING #6 CU GREEN INSULATED CONDUCTOR
 4. CONTRACTOR SHALL VERIFY SHOWN EQUIPMENT ROOM LAYOUT AGAINST FIELD CONDITIONS. COORDINATE WITH CM FOR EXACT LOCATION TO INSTALL PROPOSED EQUIPMENT.



2 PROPOSED EQUIPMENT PLAN
 FULL SIZE PLOT SCALE: 3/4" = 1'-0"
 HALF SIZE PLOT SCALE: 3/8" = 1'-0"
 TRUE NORTH
 0 2' 4'

PREPARED FOR:

AT&T MOBILITY
 1801 VALLEY VIEW LANE
 FARMERS BRANCH, TX 75234

MasTec
 Network Solutions

806 DOUGLAS RD,
 11TH FLR
 CORAL GABLES, FL 33134
 Tel: 305-702-9140

SITE NAME:
G24M THE STRAND

SITE NUMBER:
HX1024

SITE ADDRESS:
 2104 AVE B "REAR STREET"
 GALVESTON, TX 77550
 GALVESTON COUNTY

LEVEL 5
 CONSULTING ENGINEERS, INC.

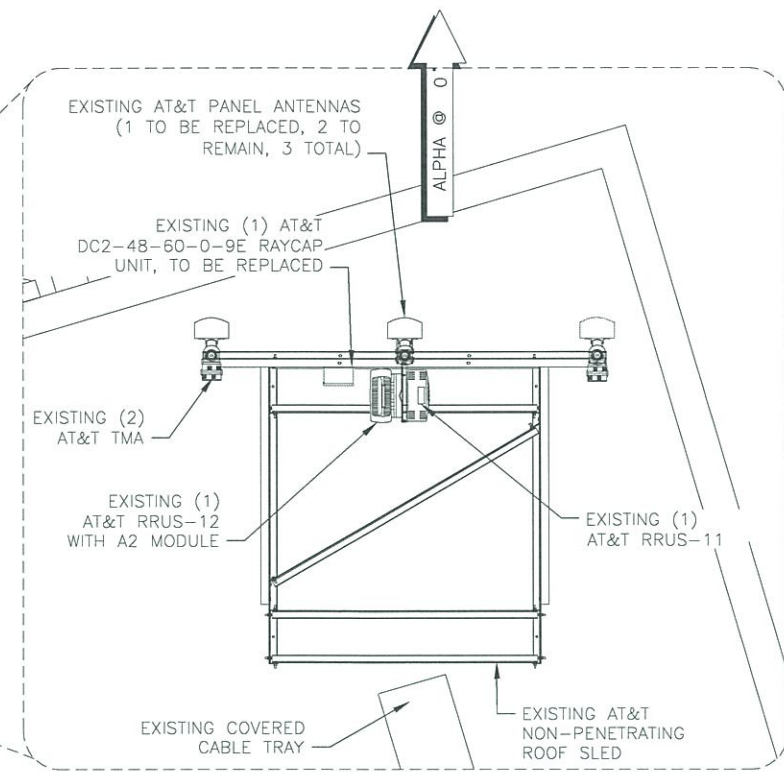
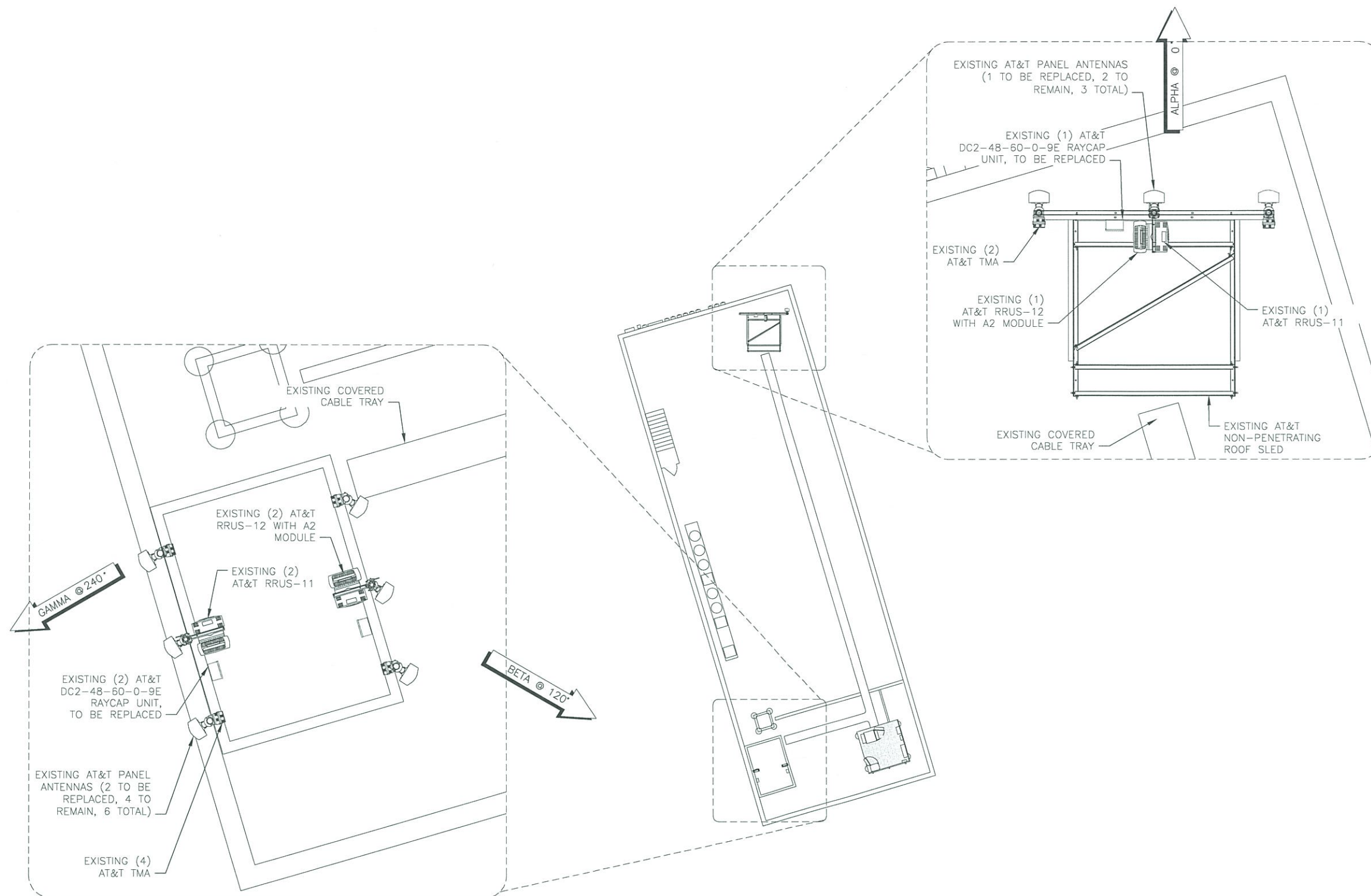
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DATE DRAWN:	03/03/17

REVISION			
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0	ISSUED FOR CONSTRUCTION	JS	03/03/17

SHEET TITLE:
EQUIPMENT PLAN

SHEET NUMBER:
A1.1



1 EXISTING ANTENNA PLAN
 FULL SIZE PLOT SCALE: 3/8" = 1'-0"
 HALF SIZE PLOT SCALE: 3/16" = 1'-0"
 0 2' 4' 8'

PREPARED FOR:

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MasTec
 Network Solutions

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 Tel: 305-702-9140

SITE NAME:
G24M THE STRAND

SITE NUMBER:
HX1024

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 GALVESTON, TX 77550
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LEVEL 5
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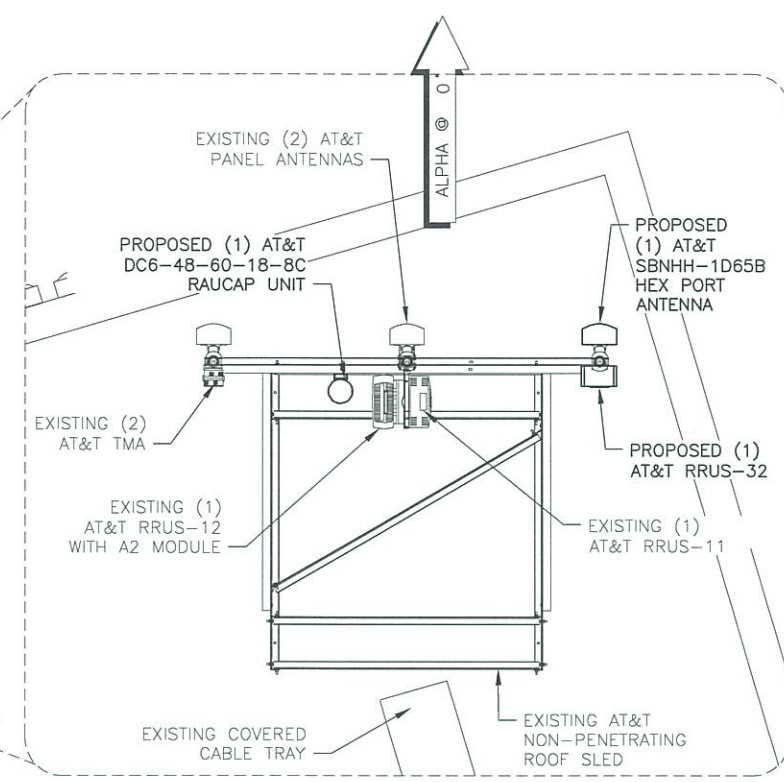
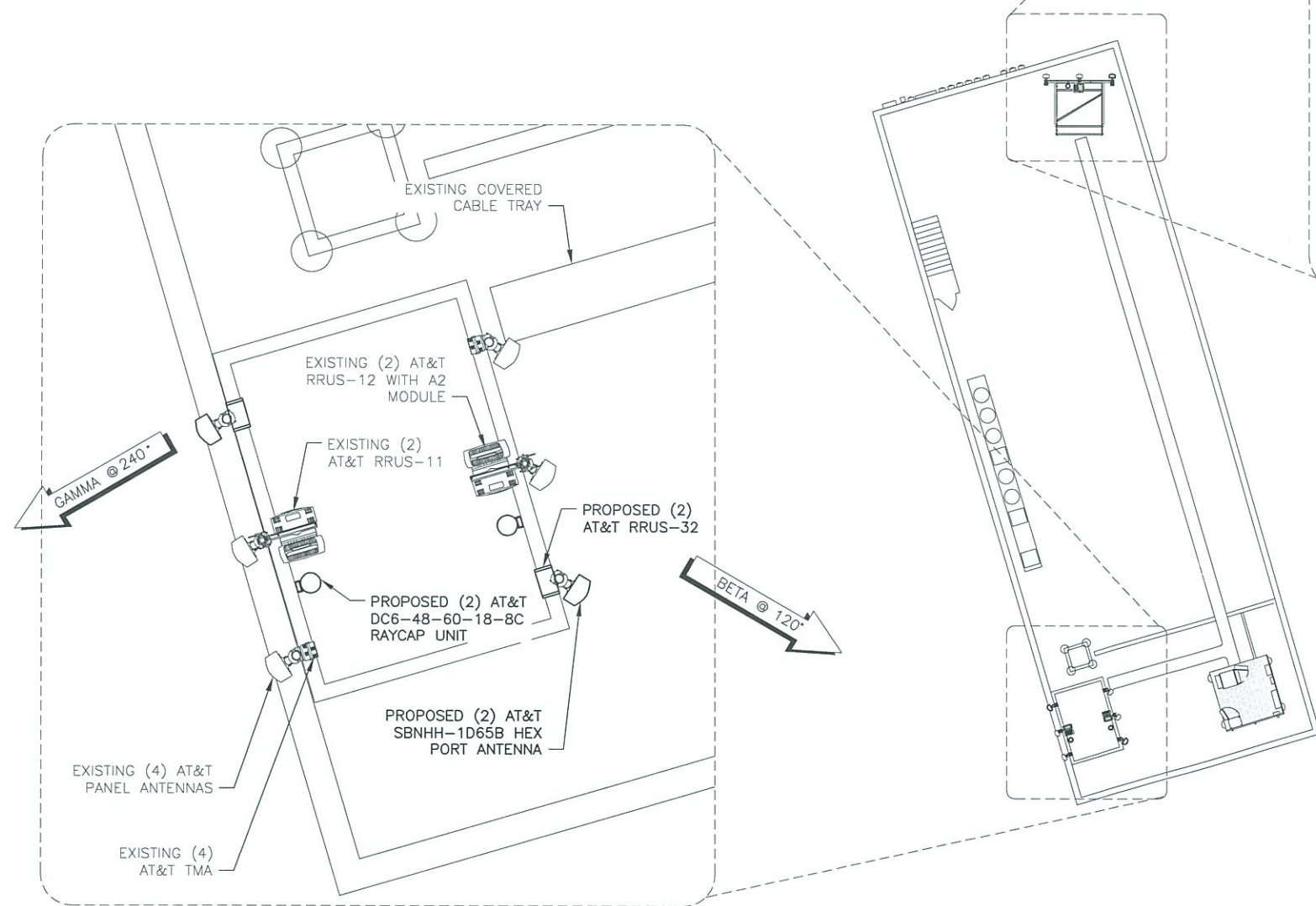
DRAWN BY: JS
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 DATE DRAWN: 03/03/17

REVISION			
NO	DESCRIPTION	BY	DATE
0	ISSUED FOR CONSTRUCTION	JS	03/03/17

SHEET TITLE:
EXISTING ANTENNA PLAN

SHEET NUMBER:
A2.1

- NOTES:
1. STRUCTURAL ANALYSIS PERFORMED UNDER SEPARATE SCOPE OF WORK. CONTRACTOR SHALL REVIEW AND ADHERE TO THE STRUCTURAL ANALYSIS BY LEVEL 5 CE FOR RRU AND ANTENNA MOUNTING REQUIREMENTS.
 2. BOND RRU, AND SURGE SUPPRESSORS TO EXISTING TOWER GROUND BAR USING #2 AWG GREEN INSULATED COPPER CONDUCTORS.



1 PROPOSED ANTENNA PLAN
FULL SIZE PLOT SCALE: 3/8" = 1'-0"
HALF SIZE PLOT SCALE: 3/16" = 1'-0"
0 2' 4' 8'

PREPARED FOR:

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1801 VALLEY VIEW LANE
FARMERS BRANCH, TX 75234

806 DOUGLAS RD,
11TH FLR
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Tel: 305-702-9140

SITE NAME:
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GALVESTON, TX 77550
GALVESTON COUNTY

19315 FM 2252, STE. 301
GARDEN RIDGE, TX 78266
PH: (210) 542-5911
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DATE DRAWN:	03/03/17		
REVISION			
NO	DESCRIPTION	BY	DATE
0	ISSUED FOR CONSTRUCTION	JS	03/03/17

SHEET TITLE:

PROPOSED ANTENNA PLAN

SHEET NUMBER:

A2.2



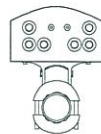
FRONT
SIDE

MANUFACTURER: COMMSCOPE
MODEL: SBNHH-1D65B
WEIGHT W/O MOUNTING HARDWARE: 40.6 LBS
DIMENSIONS: HxWxD: 72.9"x11.9"x7.1"
FREQUENCY: REFER TO RF DATA SHEET

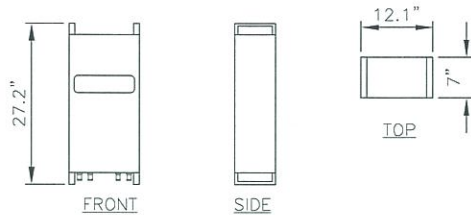
1 SBNHH-1D65B DETAIL
SCALE: N.T.S.



TOP

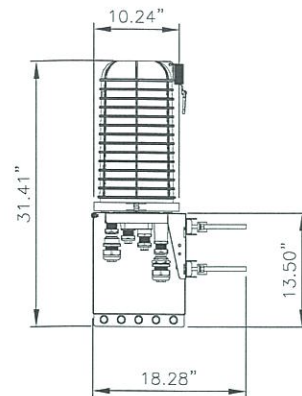


BOTTOM



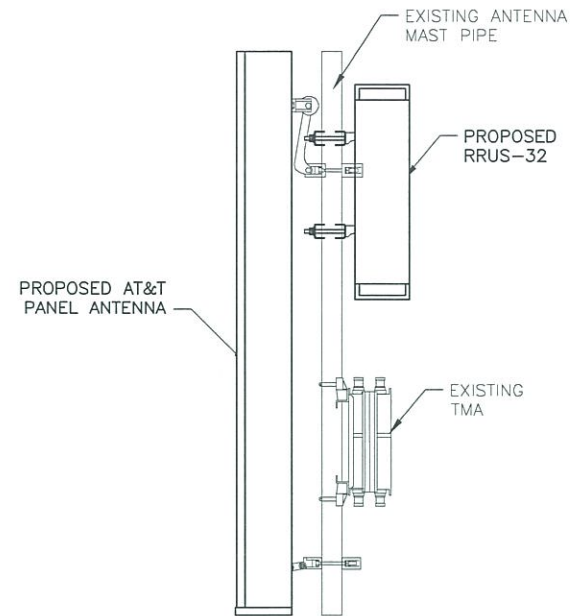
MANUFACTURER: ERICSSON
MODEL: RRUS-32 B30
WEIGHT: 53 LBS
DIMENSIONS: HxWxD: 27.2"x12.1"x7"

2 RRUS-32 DETAIL
SCALE: N.T.S.

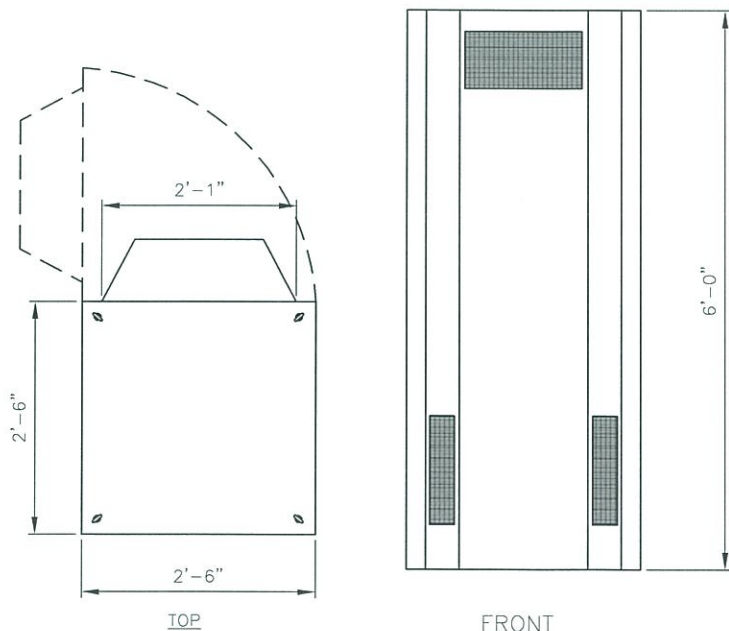


MANUFACTURER: RAYCAP
MODEL: DC6-48-60-18-8C
WEIGHT W/ MOUNTING HARDWARE: 26.2 LBS
DIMENSIONS: LxWxH: 18.17"x20.06"x6.37"
FREQUENCY: REFER TO RF DATA SHEET

3 DC6-48-60-18-8C DETAIL
SCALE: N.T.S.

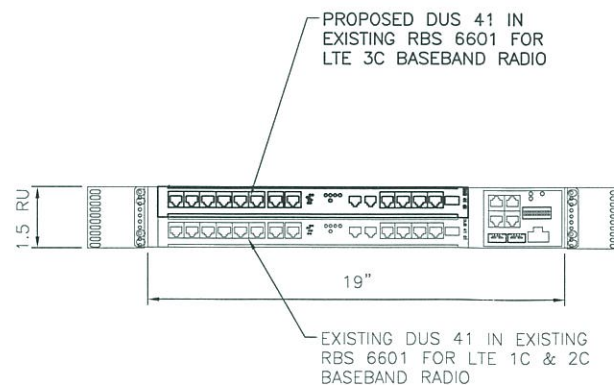


4 ANTENNA & RRU MOUNTING DETAIL
SCALE: N.T.S.



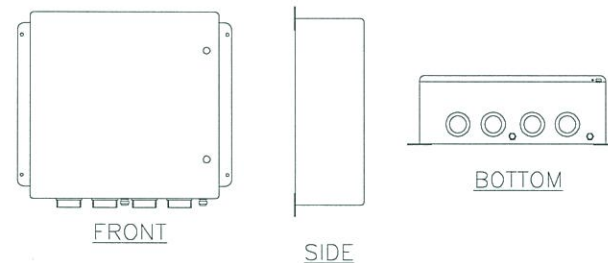
MANUFACTURER: ALPHA
MODEL: Te45v3
HEIGHT: 72"
WIDTH: 30"
DEPTH: 30"
WEIGHT: 650 LBS (W/O) BATTERIES

5 Te45v3 POWER PLANT DETAIL
SCALE: N.T.S.



MANUFACTURER: ERICSSON
MODEL: RBS6601
WEIGHT: 22 LBS
DIMENSIONS: HxWxD: 2.6"x19"x13.78"

6 RBS 6601 W/ DUS-41 DETAIL
SCALE: N.T.S.



MANUFACTURER: RAYCAP
MODEL: DC12-48-60-0-25E
DIMENSIONS: HxWxD: 24"x24"x8"
WEIGHT: 56.3 lbs

7 DC12-48-60-0-25E DETAIL
SCALE: N.T.S.

PREPARED FOR:



AT&T MOBILITY
1801 VALLEY VIEW LANE
FARMERS BRANCH, TX 75234

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Network Solutions

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Tel: 305-702-9140

SITE NAME:

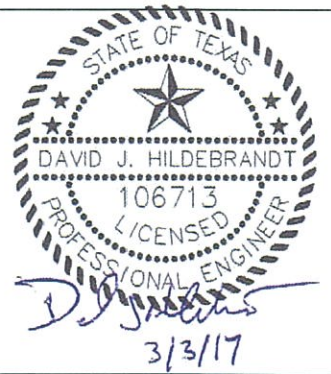
G24M THE STRAND

SITE NUMBER:

HX1024

SITE ADDRESS:

2104 AVE B "REAR STREET"
GALVESTON, TX 77550
GALVESTON COUNTY



19315 FM 2252, STE. 301 PH: (210) 542-5911
GARDEN RIDGE, TX 78266 F-13646

DRAWN BY: JS

APPROVED BY: TH

DATE DRAWN: 03/03/17

REVISION

NO	DESCRIPTION	BY	DATE
0	ISSUED FOR CONSTRUCTION	JS	03/03/17

TOP APPURTENANCE & CABLES							ANTENNA ELEV. AGL (FEET)	CATEGORY	EXISTING CONFIGURATION	QTY	FINAL CONFIGURATION	QTY
							63"	GSM/UMTS ANTENNA	DBXNH-6565B-R2M	1	DBXNH-6565B-R2M	1
							63"	LTE ANTENNA1	SBNHH-1D65C	1	SBNHH-1D65C	1
								LTE ANTENNA2	DBXNH-6565B-R2M	1	SBNHH-1D65B	1
								COAX CABLE	7/8"	4	7/8"	4
								RET				
								DIPLEXER				
								GSM/UMTS TMA				
								LTE TMA	E15Z01P13	2	E15Z01P13	2
								RADIO	RRUS-11 (LTE 1C 700) RRUS-12/A2 (LTE 2C 2100)	2	RRUS-11 (LTE 1C 700) RRUS-12/A2 (LTE 2C 2100) RRUS-32 (LTE 3C 1900)	3
BETA SECTOR	67'							GSM/UMTS ANTENNA	DBXNH-6565B-R2M	1	DBXNH-6565B-R2M	1
								LTE ANTENNA1	SBNHH-1D65C	1	SBNHH-1D65C	1
								LTE ANTENNA2	DBXNH-6565B-R2M	1	SBNHH-1D65B	1
								COAX CABLE	7/8"	4	7/8"	4
								RET				
								DIPLEXER				
								GSM/UMTS TMA				
								LTE TMA	E15Z01P13	2	E15Z01P13	2
GAMMA SECTOR	67"							RADIO	RRUS-11 (LTE 1C 700) RRUS-12/A2 (LTE 2C 2100)	2	RRUS-11 (LTE 1C 700) RRUS-12/A2 (LTE 2C 2100) RRUS-32 (LTE 3C 1900)	3
								GSM/UMTS ANTENNA	DBXNH-6565B-R2M	1	DBXNH-6565B-R2M	1
								LTE ANTENNA1	SBNHH-1D65C	1	SBNHH-1D65C	1
								LTE ANTENNA2	DBXNH-6565B-R2M	1	SBNHH-1D65B	1
								COAX CABLE	7/8"	4	7/8"	4
								RET				
								DIPLEXER				
								GSM/UMTS TMA				
								LTE TMA	E15Z01P13	2	E15Z01P13	2
								RADIO	RRUS-11 (LTE 1C 700) RRUS-12/A2 (LTE 2C 2100)	2	RRUS-11 (LTE 1C 700) RRUS-12/A2 (LTE 2C 2100) RRUS-32 (LTE 3C 1900)	3
	FIBER / DC							1/2" SINGLE PAIR FIBER		2 & 2	(1) 1/2" Fiber 6 pair	1 & 2
								7/8" SINGLE PAIR POWER CABLE			(2) 7/8" POWER	
								1/2" SINGLE PAIR FIBER		2 & 2	(1) 1/2" Fiber 6 pair	1&2
								7/8" SINGLE PAIR POWER CABLE			(2) 7/8" POWER	
								1/2" SINGLE PAIR FIBER		2 & 2	(1) 1/2" Fiber 6 pair	1&2
								7/8" SINGLE PAIR POWER CABLE			(2) 7/8" POWER	
	MISCELLANEOUS							DC2-48-60-0-9E		1	DC6-48-60-18-8C	1
								DC2-48-60-0-9E		1	DC6-48-60-18-8C	1
								DC2-48-60-0-9E		1	DC6-48-60-18-8C	1

PREPARED FOR:



AT&T MOBILITY
1801 VALLEY VIEW LANE
FARMERS BRANCH, TX 75234



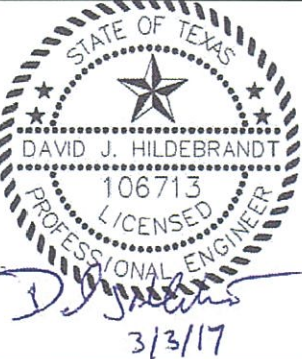
Network Solutions

806 DOUGLAS RD,
11TH FLR
CORAL GABLES, FL 33134
Tel: 305-702-9140

SITE NAME:
G24M THE STRAND

SITE NUMBER:
HX1024

SITE ADDRESS:
2104 AVE B "REAR STREET"
GALVESTON, TX 77550
GALVESTON COUNTY



DAVID J. HILDEBRANDT
106713
LICENSED
PROFESSIONAL ENGINEER
3/3/17



CONSULTING ENGINEERS, INC.

19315 FM 2252, STE. 301
GARDEN RIDGE, TX 78266
PH: (210) 542-5911
F-13646

DRAWN BY: JS

APPROVED BY: TH

DATE DRAWN: 03/03/17

REVISION

NO	DESCRIPTION	BY	DATE
0	ISSUED FOR CONSTRUCTION	JS	03/03/17

SHEET TITLE:

EQUIPMENT
DESCRIPTION
TABLE

SHEET NUMBER:
A4.0

Joint Coordinates and Temperatures

	Label	X [in]	Y [in]	Z [in]	Temp [F]	Detach From Diaph...
1	N1	13.229655	0	45.29809	0	
2	N2	-4.770345	0	45.29809	0	
3	N3	-63.770345	0	45.29809	0	
4	N4	-81.770345	0	45.29809	0	
5	N5	-60.770345	0	1.79809	0	
6	N6	-7.770345	0	88.79809	0	
7	N7	-81.770345	66.5	1.79809	0	
8	N8	-7.770345	0	1.79809	0	
9	N9	-81.770345	17.104779	1.79809	0	
10	N10	-81.770345	66.5	88.79809	0	
11	N14	-81.770345	24.625	1.79809	0	
12	N15	-81.770345	24.625	88.79809	0	
13	N16	-81.770345	69	1.79809	0	
14	N17	-81.770345	69	88.79809	0	
15	N18	-4.770345	0	88.79809	0	
16	N19	-4.770345	0	1.79809	0	
17	N20	-63.770345	0	88.79809	0	
18	N21	-63.770345	0	1.79809	0	
19	N22	13.229655	0	1.79809	0	
20	N23	-81.770345	0	1.79809	0	
21	N24	13.229655	0	88.79809	0	
22	N25	-81.770345	0	88.79809	0	
23	N36	-81.770345	69	117.29809	0	
24	N37	-81.770345	24.625	117.29809	0	
25	N38	-81.770345	69	-26.70191	0	
26	N39	-81.770345	24.625	-26.70191	0	
27	N38A	-81.770345	24.625	45.29809	0	
28	N39A	-81.770345	120.625	45.29809	0	
29	N40	-81.770345	69	45.29809	0	
30	N42	-81.770345	120.625	-26.70191	0	
31	N43	-81.770345	120.625	117.29809	0	

Hot Rolled Steel Design Parameters

	Label	Shape	Length[...]	Lbyy[in]	Lbzz[in]	Lcomp top...	Lcomp bot...	L-torque[in]	Kyy	Kzz	Cb	Function
1	M3	L2.5x2.5x3	101.872			Lbyy						Lateral
2	M4	L2.5x2.5x3	99.49			Lbyy						Lateral
3	M5	L2.5x2.5x3	99.49			Lbyy						Lateral
4	M6	L2.5x2.5x3	100.044			Lbyy						Lateral
5	M9	LL2.5x2.5...	144			Lbyy						Lateral
6	M10	LL2.5x2.5...	144			Lbyy						Lateral
7	M11	LL2.5x2.5...	69			Lbyy						Lateral
8	M12	LL2.5x2.5...	69			Lbyy						Lateral
9	M13	L2.5x2.5x3	87			Lbyy						Lateral
10	M14	L2.5x2.5x3	87			Lbyy						Lateral
11	M15	L2.5x2.5x3	87			Lbyy						Lateral
12	M16	L2.5x2.5x3	87			Lbyy						Lateral
13	M17	L2.5x2.5x3	95			Lbyy						Lateral
14	M18	L2.5x2.5x3	95			Lbyy						Lateral
15	M37A	PIPE 2.0	51.625			Lbyy						Lateral
16	M38A	PIPE 2.0	44.375			Lbyy						Lateral
17	M39A	PIPE 2.0	51.625			Lbyy						Lateral
18	M40A	PIPE 2.0	44.375			Lbyy						Lateral
19	M41	PIPE 2.0	51.625			Lbyy						Lateral
20	M42	PIPE 2.0	44.375			Lbyy						Lateral

Member Point Loads (BLC 1 : Dead)

	Member Label	Direction	Magnitude[lb,k-in]	Location[in,%]
1	M39A	Y	-23	6
2	M40A	Y	-23	30
3	M37A	Y	-25	6
4	M38A	Y	-25	30
5	M41	Y	-21	6
6	M42	Y	-21	30
7	M40A	Y	-50	12
8	M38A	Y	-55	12
9	M38A	Y	-57	10

Member Point Loads (BLC 2 : Wind 0)

	Member Label	Direction	Magnitude[lb,k-in]	Location[in,%]
1	M39A	X	139	6
2	M40A	X	139	30
3	M37A	X	188	6
4	M38A	X	188	30
5	M41	X	139	6
6	M42	X	139	30
7	M40A	X	50	12
8	M38A	X	60	12
9	M38A	X	60	10

Member Point Loads (BLC 3 : Wind 90)

	Member Label	Direction	Magnitude[lb,k-in]	Location[in,%]
1	M39A	Z	95	6
2	M40A	Z	95	30
3	M37A	Z	110	6
4	M38A	Z	110	30
5	M41	Z	95	6
6	M42	Z	95	30
7	M40A	Z	97	12
8	M38A	Z	104	12
9	M38A	Z	105	10

Member Distributed Loads (BLC 1 : Dead)

	Member Label	Direction	Start Magnitude[k/ft,F]	End Magnitude[k/ft,F]	Start Location[in...End Location[in,...]
1	M16	Y	-.06	-.06	0 0
2	M15	Y	-.06	-.06	0 0
3	M14	Y	-.06	-.06	0 0
4	M13	Y	-.06	-.06	0 0

Member Distributed Loads (BLC 2 : Wind 0)

	Member Label	Direction	Start Magnitude[k/ft,F]	End Magnitude[k/ft,F]	Start Location[in...End Location[in,...]
1	M9	X	.005	.005	0 0
2	M6	X	.005	.005	0 0
3	M10	X	.005	.005	0 0
4	M12	X	.005	.005	0 0
5	M11	X	.005	.005	0 0
6	M4	X	.005	.005	0 0
7	M5	X	.005	.005	0 0

Member Distributed Loads (BLC 3 : Wind 90)

	Member Label	Direction	Start Magnitude[k/ft,F]	End Magnitude[k/ft,F]	Start Location[in...End Location[in,...]
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Member Distributed Loads (BLC 3 : Wind 90) (Continued)

	Member Label	Direction	Start Magnitude[k/ft,F]	End Magnitude[k/ft,F]	Start Location[in...	End Location[in...
1	M12	Z	.005	.005	0	0
2	M6	Z	.005	.005	0	0
3	M11	Z	.005	.005	0	0
4	M5	Z	.005	.005	0	0
5	M4	Z	.005	.005	0	0
6	M37A	Z	.005	.005	0	0
7	M38A	Z	.005	.005	0	0
8	M39A	Z	.005	.005	0	0
9	M40A	Z	.005	.005	0	0
10	M41	Z	.005	.005	0	0
11	M42	Z	.005	.005	0	0

Member Distributed Loads (BLC 4 : Ice)

	Member Label	Direction	Start Magnitude[k/ft,F]	End Magnitude[k/ft,F]	Start Location[in...	End Location[in...
1	M9	Y	-.005	-.005	0	0
2	M6	Y	-.005	-.005	0	0
3	M10	Y	-.005	-.005	0	0
4	M12	Y	-.005	-.005	0	0
5	M11	Y	-.005	-.005	0	0
6	M5	Y	-.005	-.005	0	0
7	M4	Y	-.005	-.005	0	0
8	M37A	Y	-.004	-.004	0	0
9	M38A	Y	-.004	-.004	0	0
10	M39A	Y	-.004	-.004	0	0
11	M40A	Y	-.004	-.004	0	0
12	M41	Y	-.004	-.004	0	0
13	M42	Y	-.004	-.004	0	0

Member Distributed Loads (BLC 5 : Temp)

	Member Label	Direction	Start Magnitude[k/ft,F]	End Magnitude[k/ft,F]	Start Location[in...	End Location[in...
1	M1	T	-50	-50	0	0
2	M2	T	-50	-50	0	0
3	M3	T	-50	-50	0	0
4	M4	T	-50	-50	0	0
5	M5	T	-50	-50	0	0
6	M6	T	-50	-50	0	0
7	M9	T	-50	-50	0	0
8	M10	T	-50	-50	0	0
9	M11	T	-50	-50	0	0
10	M12	T	-50	-50	0	0
11	M13	T	-50	-50	0	0
12	M14	T	-50	-50	0	0
13	M15	T	-50	-50	0	0
14	M16	T	-50	-50	0	0
15	M17	T	-50	-50	0	0
16	M18	T	-50	-50	0	0
17	M37A	T	-50	-50	0	0
18	M38A	T	-50	-50	0	0
19	M39A	T	-50	-50	0	0
20	M40A	T	-50	-50	0	0
21	M41	T	-50	-50	0	0
22	M42	T	-50	-50	0	0

Member Distributed Loads (BLC 6 : Ice Wind 0)

Member Label	Direction	Start Magnitude[k/ft,F]	End Magnitude[k/ft,F]	Start Location[in...	End Location[in...
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Member Distributed Loads (BLC 6 : Ice Wind 0) (Continued)

	Member Label	Direction	Start Magnitude[k/ft,F]	End Magnitude[k/ft,F]	Start Location[in...	End Location[in...
1	M9	X	.005	.005	0	0
2	M6	X	.005	.005	0	0
3	M10	X	.005	.005	0	0
4	M12	X	.005	.005	0	0
5	M4	X	.005	.005	0	0
6	M5	X	.005	.005	0	0
7	M11	X	.005	.005	0	0

Member Distributed Loads (BLC 7 : Ice Wind 90)

	Member Label	Direction	Start Magnitude[k/ft,F]	End Magnitude[k/ft,F]	Start Location[in...	End Location[in...
1	M12	Z	.005	.005	0	0
2	M4	Z	.005	.005	0	0
3	M5	Z	.005	.005	0	0
4	M11	Z	.005	.005	0	0
5	M37A	Z	.005	.005	0	0
6	M38A	Z	.005	.005	0	0
7	M39A	Z	.005	.005	0	0
8	M40A	Z	.005	.005	0	0
9	M41	Z	.005	.005	0	0
10	M42	Z	.005	.005	0	0

Basic Load Cases

	BLC Description	Category	X Grav...	Y Grav...	Z Grav...	Joint	Point	Distrib...	Area(Me...	Surface(P...
1	Dead	None		-1			9	4		
2	Wind 0	None					9	7		
3	Wind 90	None					9	11		
4	Ice	None				3		13		
5	Temp	None						22		
6	Ice Wind 0	None				8		7		
7	Ice Wind 90	None				8		10		

Load Combinations

	Description	Sol...PD...	SR...	BLC Fact...	BLC Fact...	BLC Fact...	BLC Fact...	BLC Fact...	BLC Fact...	BLC Fact...	BLC Fact...	BLC Fact...	BLC Fact...	BLC Fact...
1	Dead Only	Yes Y		1	1									
2	1.2 Dead + 1.6 Wind 0	Yes Y		1	1.2	2	1.6							
3	1.2 Dead + 1.6 Wind 90	Yes Y		1	1.2	3	1.6							
4	1 Dead + 1 Ice + 1 Temp	Y		1	1	4	1	5	1					
5	1.2 Dead + 1 Ice Wind 0 + 1 Ice ...	Y		1	1.2	6	1	4	1	5	1			
6	1.2 Dead + 1 Ice Wind 90 + 1 Ice...	Y		1	1.2	7	1	4	1	5	1			
7	1.2 Dead + -1.6 Wind 0	Yes Y		1	1.2	2	-1.6							

Envelope AISC 13th(360-05): LRFD Steel Code Checks

	Member	Shape	Code Check	Loc[in]	LC	Shear Check	Loc[in]	Dir	LC	phi*Pn...	phi*Pn...	phi*M...	phi*M...	Cb	Eqn
1	M9	LL2.5x2.5x3...	.733	117.474	2	.071	117.474	y	7	11657...	58320	39.606	19.122	1.323	H1-1b
2	M37A	PIPE 2.0	.596	51.625	2	.030	6.793		2	26303...	33048	23.101	23.101	1.851	H1-1b
3	M38A	PIPE 2.0	.591	0	2	.057	0		7	27919...	33048	23.101	23.101	2.301	H1-1b
4	M39A	PIPE 2.0	.441	51.625	2	.022	6.793		2	26303...	33048	23.101	23.101	1.85	H1-1b
5	M41	PIPE 2.0	.441	51.625	2	.022	6.793		2	26303...	33048	23.101	23.101	1.85	H1-1b
6	M40A	PIPE 2.0	.437	0	2	.153	0		7	27919...	33048	23.101	23.101	2.171	H1-1b
7	M42	PIPE 2.0	.436	0	2	.139	0		2	27919...	33048	23.101	23.101	2.015	H1-1b
8	M5	L2.5x2.5x3	.385	0	2	.005	0	y	7	4777...	29192.4	10.471	20.037	1.929	H2-1
9	M11	LL2.5x2.5x3...	.367	0	3	.207	67.184	y	2	38256...	58320	39.606	19.122	3	H1-1b

Envelope AISC 13th(360-05): LRFD Steel Code Checks (Continued)

	Member	Shape	Code Check	Loc[in]	LC	Shear Check	Loc[in]	Dir	LC	phi*Pn...	phi*Pn...	phi*M...	phi*M...	Cb	Eqn
10	M4	L2.5x2.5x3	.347	0	2	.004	0	z	7	4777....	29192.4	10.471	20.116	1.959	H2-1
11	M17	L2.5x2.5x3	.286	20	2	.124	20	y	7	5239....	29192.4	10.471	21.738	2.648	H2-1
12	M12	LL2.5x2.5x3...	.272	69	3	.248	1.816	y	7	38256...	58320	39.606	30.595	3	H1-1b
13	M18	L2.5x2.5x3	.265	20	2	.132	20	z	7	5239....	29192.4	10.471	21.957	2.789	H2-1
14	M10	LL2.5x2.5x3...	.147	113.684	3	.013	26.526	z	7	11657...	58320	39.606	30.595	1.697	H1-1b
15	M6	L2.5x2.5x3	.141	100.044	3	.006	100.044	z	2	4724....	29192.4	10.471	21.579	2.687	H2-1
16	M14	L2.5x2.5x3	.105	87	7	.015	43.5	y	2	6247....	29192.4	10.471	18.697	1.319	H2-1
17	M16	L2.5x2.5x3	.105	43.5	2	.015	43.5	z	7	6247....	29192.4	10.471	18.697	1.319	H2-1
18	M13	L2.5x2.5x3	.105	87	2	.015	87	z	2	6247....	29192.4	10.471	18.697	1.319	H2-1
19	M15	L2.5x2.5x3	.105	87	2	.015	87	z	2	6247....	29192.4	10.471	18.697	1.319	H2-1
20	M3	L2.5x2.5x3	.048	0	3	.003	0	y	7	4556....	29192.4	10.471	21.069	2.442	H2-1

Envelope Joint Reactions

	Joint		X [lb]	LC	Y [lb]	LC	Z [lb]	LC	MX [k-in]	LC	MY [k-in]	LC	MZ [k-in]	LC
1	N20	max	57.795	7	156.157	2	-.067	7	.997	7	.043	2	.224	2
2		min	-59.037	2	125.041	1	-2.101	2	.83	1	-.002	7	-.021	7
3	N25	max	62.871	2	1646.689	3	-11.346	1	.907	7	.011	7	.972	7
4		min	-55.123	7	-507.722	2	-643.276	3	-8.713	3	-.011	2	-1.126	2
5	N4	max	0	2	274.337	3	0	2	0	7	0	2	0	7
6		min	0	7	228.614	1	0	3	0	1	0	3	0	2
7	N3	max	0	7	274.337	2	0	2	0	2	0	7	0	2
8		min	0	2	228.614	1	0	7	0	1	0	2	0	7
9	N23	max	12.933	2	1633.956	7	24.917	2	-.744	1	.021	7	.269	7
10		min	-4.804	7	-587.779	3	-1219.743	3	-15.196	3	-.02	2	-.428	2
11	N21	max	41.124	7	170.437	2	59.084	2	-.858	1	.215	7	.288	2
12		min	-26.866	2	136.646	1	-35.04	7	-1.031	7	-.091	2	.025	7
13	N19	max	1128.727	7	1211.442	2	5.037	7	-.825	1	.023	7	2.283	7
14		min	-1134.436	2	-877.986	7	-32.646	3	-1.104	3	-.205	3	-2.827	2
15	N22	max	0	7	139.928	2	0	2	-.829	1	0	2	-.007	1
16		min	0	2	116.606	1	0	7	-.994	2	0	7	-.008	2
17	N1	max	0	1	274.337	2	0	7	0	2	0	7	0	7
18		min	0	2	228.614	1	0	3	0	1	0	3	0	2
19	N2	max	0	7	274.337	2	0	7	0	2	0	2	0	7
20		min	0	2	228.614	1	0	3	0	1	0	7	0	2
21	N24	max	0	7	139.928	2	0	7	.994	2	0	7	-.007	1
22		min	0	2	116.606	1	0	2	.829	1	0	2	-.008	2
23	N18	max	1078.831	7	1157.735	2	34.024	7	1.036	7	-.014	7	2.054	7
24		min	-1102.016	2	-792.793	7	-60.117	2	.85	1	-.399	3	-2.671	2
25	Totals:	max	2246.55	7	3096.742	2	0	2						
26		min	-2246.55	2	2580.618	1	-1932.95	3						



Ms. Sylvia Myslinski
MasTec Network Solutions
1351 E. Irving Park Rd.
Itasca, IL 60143

Date: June 16, 2017

Subject: Structural Assessment & Mount Modification Report

AT&T Designation:

Site FA: 10024614
Site Name: G24M The Strand
Site Number: HX1024
Project Description: 2017 LTE 3C PTN: 3065A07T0P

Site Address: 2104 Ave. B "Rear Street", Galveston, TX 77550
Site Coordinates: 29.308032°, -94.792307°
Structure Description: Rooftop

Dear Ms. Myslinski

Level 5 Consulting Engineers has carried out a structural analysis of the above referenced structure for the existing and proposed antenna and equipment noted. This analysis has been performed in accordance with the ANSI/TIA-222-G *Structural Standards for Steel Antenna Towers and Antenna Supporting Structures* meeting the requirements of the 2012 International Building Code. This analysis is subject to the assumptions noted.

Based on the information and data provided, it is our professional opinion that the existing structure is in conformance with the requirements of the above noted standard under the effects of loading described. However, the **sled mount is overstressed** and will require modifications prior to installation of any new equipment. After the installation of the proposed modifications contained within this report, the sled mount will have adequate capacity.

We at Level 5 Consulting Engineers appreciate the opportunity of providing our continuing professional services to you. If you have any questions or need further assistance on this or any other projects please give us a call.

Sincerely,
Firm Registration # 13646

Shraddha Dharia
Texas PE License # 103050
Expires: 3/31/2018



Introduction

We are pleased to submit this Assessment to evaluate the structural impact of the AT&T equipment at the above referenced site. The purpose of this assessment is to evaluate the impact to the building and antenna support structures after changing the AT&T equipment loading as described in the Equipment Loading table below.

This proposed rooftop antenna site will be installed AFTER January 01, 2016. This rooftop antenna site DOES NOT support emergency communication for first responders such as fire departments, police, hospitals, ambulance services, etc. The current scope of work (radio equipment installation in the basement) detailed in the Construction Drawings DOES NOT include items that are part of an emergency service, E-911, or essential facility service of an emergency response system.

Analysis Criteria

Design Code	TIA-222-G, IBC-2012
Location (County, State)	Galveston County, TX
Ultimate Wind Speed per IBC 2012	150 mph 3-sec. gust
Nominal Equivalent Wind Speed for REV G	116 mph 3-sec. gust
Structure Classification / Risk Category	II
Exposure Category	D
Topographic Category	1

Supporting Documents

Field Information	Work Completion Site Photos
Previous Structural	Irish Tower dated 02/26/2015
Construction Drawings	Prepared by Level 5 Consulting Engineers dated 03/03/2017

Existing AT&T Equipment Loading

Antenna CL (ft)	Qty	Appurtenance	Part Type	Mount Type	Cable
63' (Alpha)	3	DBXNH-6565B-R2M	Antenna	(1) Square Non-Penetrating Sled Mount	(12) 7/8" (6) 7/8" DC *(3) 1/2" Fiber (3) 1/2" Fiber
	3*	DBXNH-6565B-R2M	Antenna		
	3	SBNHH-1D65C	Antenna		
67' (Beta & Gamma)	3	RRUS-11	Radio	(6) Single Wall Mount	
	3	RRUS-12 w/ A2	Radio		
	6	E15Z01P13	Diplexer		
	3*	DC2-48-60-0-9E	SPD		

*To be removed

Final AT&T Equipment Loading

Antenna CL (ft)	Qty	Appurtenance	Part Type	Mount Type	Cable
63' (Alpha) 67' (Beta & Gamma)	3	DBXNH-6565B-R2M	Antenna	(1) Square Non-Penetrating Sled Mount	(12) 7/8" (6) 7/8" DC (3) 1/2" Fiber
	3	SBNHH-1D65C	Antenna		
	3	SBNHH-1D65B	Antenna		
	3	RRUS-11	Radio		
	3	RRUS-12 w/ A2	Radio	(6) Single Wall Mount	
	3	RRUS-32	Radio		
	6	E15Z01P13	Diplexer		
	3	DC6-48-60-18-8C	SPD		

Results and Conclusion

Currently one sector is mounted on a non-penetrating sled mount on the roof. The other two sectors are wall mounted on the penthouse. Antennas are mounted to the existing sled with pipes and U-bolts. AT&T has proposed to remove (3) existing antennas and add (3) new antennas. Centerline of the antennas shall not be more than 7 ft. above the roof. Contractor to verify total ballast on the sled mount of 2420 lbs., 1400 lbs. in the rear ballast frame and 1020 lbs. in the front ballast frame. All RRUs, proposed and existing, shall be mounted below the antennas. See exhibits and Construction Drawings for details. Our review indicates that **the existing sled mounting system will remain adequate for the proposed changes, after the proposed modifications, contained within this report, have been completed.** The wall mounts do not require any modifications.

No significant changes have been proposed for the equipment cabinets; hence no analysis was completed for the equipment cabinet location.

An equivalent wind speed of 116 mph was used per IBC 2012, section 1609.1.1 and 1609.3.1.

Based upon the information supplied and our current assessment, **the existing mount structure does have adequate capacity to accommodate these changes.**

We appreciate the opportunity to be of service on this project. Please do not hesitate to contact us with any questions or concerns.

Regards,

Firm Registration # 13646



Shraddha Dharia, P.E.
Texas PE License # 103050
Expires: 3/31/2018

SEC. 2.368 WIRELESS TELECOMMUNICATION FACILITY (ORD. 18-026)

A. Specific Use Standards. The following standards apply for a Wireless Telecommunication Facility (WTF). The Planning Commission and City Council may impose additional conditions to make the use compatible with adjacent development and to protect the health, safety, and general welfare of the community.

1. All proposed telecommunication facilities, equipment, and/or service devices not eligible for administrative approval in any residential and non-residential zoning districts, shall be required to obtain a Specific Use Permit from City Council. When considering such approval, City Council shall review the following:

- a. Compatibility of height with surrounding areas;
- b. The City of Galveston Comprehensive Plan;
- c. All applicable neighborhood plans (not equivalent to deed restrictions);
- d. Screening proposal;
- e. Setbacks;
- f. Signage;
- g. Overall design; and
- h. Distance from existing WTF.

2. All proposed WTF's in a Historic District, Landmark Designated Property and Historical Overlay Districts, shall be reviewed for compatibility and appropriateness by the Galveston Landmark Commission, in accordance with the Specific Use Permit process. Landmark Commission must review and approve the design and placement of the WCF, prior to the approval of a specific use permit request. Failure to obtain Landmark Commission approval for the design and placement of the WCF, shall nullify the specific use permit request.

B. Administrative Review. The Development Services Department shall administratively review applications for telecommunication facilities that are in accordance with standards 2 -10, below. The Development Services Director may refer all WTF's applications for administrative permits to the Planning Commission for review and recommendation to City Council.

1. Proposed WTF located within Heavy Industrial zoning district (HI) if the tower height does not exceed 120-feet or encroach into any restricted airspace or zones and is located no closer than 1,000-feet from any residential land use or residential zoning district.

2. Proposed WTF located atop the roof of any non-residential and non-historically significant building, within any zoning district, provided the WTF does not increase the overall height of the building or structure more than ten feet (10') and does not encroach into any restricted airspace or zones.

3. Proposed WTF located on the vertical exterior of any non-residential and/or non-historically significant building, within any zoning district, provided the antenna or antenna support structure or equipment is mounted flush with the exterior of the building or projects no more than 24-inches from the surface of the building to which it is attached, and does not increase the height of the building to which it is attached by more than ten feet (10'), and that said projection is at least 15-feet above grade, is textured and colored so as to blend with the surrounding surface of the building.

6. Proposed WTF to be located on municipal or other public/state/institutionally owned structures, authorized by ordinance of the City Council or written lease of the property owner. Location, design, height and other restrictions applicable to a WTF on municipal or other public/state/institutionally owned structures are subject to approval by the City Council or respective authority.

7. Citizen band and amateur radio towers may be constructed in any zoning district provided they do not exceed 20-feet in height and comply with all City Codes and Ordinances, with the exception of properties within a designated Historic District or Galveston Landmark.

8. Emergency and/or Temporary WTF's shall be administratively approved, provided the time frame for use does not exceed 30-days. All other City permits are applicable, such as temporary License to Use the City Right-of-Way, loudspeaker permit, etc.

9. Stealth Technology – WTF's utilizing stealth design technology may be administratively approved for locations within Central Business (CB), Urban Neighborhood (UN), Commercial (C), Resort/Recreation (RES/REC), Light Industry (LI), and Heavy Industry (HI) zoning districts. All regulations under "General Requirements" of these standards are applicable.

10. Collocations and modifications to existing WTF's may be administratively approved, in accordance with the regulations within this section, that permit administrative approval. If not eligible for administrative approval, an amended Specific Use Permit shall be required.

C. Commitment to Share. Applications for new WTF's shall submit the following, regarding the applicant's agreement to accommodate additional antennas, whenever possible:

1. Evidence to the Development Services Department demonstrating that a genuine effort was made to solicit additional users for the proposed new tower. Evidence of this effort shall include, a minimum, copies of notices to all other providers of telecommunication service with the geographic area, advising of the intent to construct a new WTF, identifying the new location, inviting joint use and sharing of costs, and requesting a written response within fifteen (15) days of solicitation.

2. A signed agreement, agreeing to encourage and promote joint use, and committing that there will be no unreasonable act or omission that would have the effect of excluding, obstructing or delaying the joint use of any tower where fair and just market reasonable compensation is offered for such use.

D. General Requirements.

1. Antennas and support structures may be considered either principal or accessory uses.

2. Applications for WTF's shall include the following:

a. The linear distance between the proposed support structure and the nearest residential structure and/or residential zoning district boundary line.

b. An inventory and map of the applicant's existing support structures, antennas or sites previously approved for such, either owned or leased, both within the City and within one mile of the City limits, including specific information about the location, height, design of each support structure, and coverage area. The separation distance between the proposed support structure or antenna and the existing support structures shall also be noted on supporting documents.

3. No new tower shall be permitted unless the applicant demonstrates that no existing tower or alternate independent support structure can accommodate the applicant's proposed antenna. Evidence submitted must consist of the following:

a. No existing alternate independent support structures are located within the geographic area are required to meet the applicant's engineering requirements. Existing alternate independent support structures are not of sufficient height to meet applicant's engineering requirements. All technical information, such as structural analyses of the other towers, shall be submitted in a report by a licensed, professional engineer.

b. Alternate independent support structures do not have sufficient structural strength to support applicant's proposed antenna and related equipment, and cannot be reinforced, in accordance with the engineering requirements. All technical information, such as structural analyses of the other towers, shall be submitted in a report by a licensed, professional engineer.

c. The applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing towers or structures, or the antenna on the existing towers or structures would cause interference with the applicant's proposed antenna.

d. The fees or costs required to share an existing tower or structure or to adapt an existing tower or structure for sharing are unreasonable. Costs below new tower development are presumed reasonable.

e. Property owners or owners of existing towers or structures are unwilling to accommodate the applicant's needs after a period of 30-days.

f. The applicant demonstrates that there are other limiting factors that render existing alternate independent support structures unsuitable.

g. The applicant shall provide necessary information for each WTF investigated, for staff verification. Information shall include the contact name, address, and telephone number, including the specific reason collocation could not be achieved.

h. Certification by a structural or civil engineer registered by the State of Texas that the proposed installation complies with the requirements of the City of Galveston Building Code.

i. Certification shall be submitted stating that all antennas and antenna support structures shall comply with the height and illumination restrictions established by the FAA (Federal Aviation Administration) or other applicable federal or state agencies.

E. Design Standards - Setbacks from Residentially Zoned Properties.

1. The distance between the base of a single monopole tower, lattice tower, a guyed monopole tower, or any other tower structure, and all platted residential lots, residential land use, or residential zoning districts, shall not be less than:

a. One and one-half (1 ½) times the height of the tower structure, if the height of that tower structure is over 85-feet, but not over 199-feet;

b. Two (2) times the height of the tower structure, if the height of that tower structure exceeds 200-feet.

F. Tower Security Fence – Non-Residential Areas/Use/Zoning District.

1. The base of a tower must be completely enclosed by a minimum eight feet (8') solid fence, wall, or barrier, which limits climbing access to such tower and any supporting systems, lines, wires, buildings or other structures.

2. Gates and doors allowing direct access to the tower and enclosed by a fence, wall, or barrier, as required by this section, shall be equipped with a self-locking or self-latching mechanism capable of keeping such doors or gates securely closed and locked at all times.

3. The requirements of this section do not apply to:

a. Any tower located on a building that is not designed or built primarily to support the tower, provided that the general public has no physical access to the tower; or

b. Existing tower sites having security fences at least six feet (6') in height.

G. Screening Fence – Residential Areas/Use/Zoning District.

1. The base of a tower, including all mechanical equipment and accessory structures, shall be screened from view of residential lots by an eight foot (8') solid fence, wall, or barrier. Exemptions from compliance with this section are provided in subsection (c) below.

2. The screening fence may contain gates or doors allowing access to the tower and accessory structures for maintenance purposes; such gates or doors shall be equipped with a self-locking or self-latching mechanism capable of keeping such doors or gates securely closed and locked at all times.

3. The requirements of this section do not apply to:

a. Any tower located on a building that is not designed or built primarily to support the tower, provided that the general public has no physical access to the tower, and the ancillary equipment, including but not limited to the equipment enclosure, is not visible from an abutting property line or right-of-way.

H. Landscaping. The following requirements shall govern the landscaping surrounding towers:

1. A tower site shall comply with Article 9 of these Land Development Regulations and/or any other landscaping requirements, regarding landscaping for parking and servicing areas visible from a right-of-way. Additional trees, shrubs and other vegetation, which shield the area from public view, may be required to be planted and maintained at the site.

2. All landscaping shall be maintained in a healthy, growing conditions at all times and in compliance with all applicable ordinances and regulations.

I. Parking. No more than two (2) off-street parking spaces may be designated per WTF. All spaces shall be paved, striped and landscaped, per Articles 8 and 9 of these Land Development Regulations, respectively.

J. Signage. No commercial message shall be placed on any WTF.

K. Lighting. Except those required by the FAA for safety purposes, lights should be prohibited, to decrease the negative impact that may be realized by adjacent properties. This shall not apply to those lights necessary to illuminate during periodic required maintenance.

Communications Equipment

Communications equipment includes antennae, satellite dishes, telecommunication dishes and cell phone equipment. Most such equipment has diminished greatly in size in recent years. The placement of communications equipment in a historic district requires prior approval by the Landmark Commission, if the equipment will be visible from the public right-of-way.

2.45 Minimize the visual impacts of communications equipment.

Appropriate

- Position communications equipment to be hidden or minimally-visible from public streets (including both streets on corner lots).
- Remove communications equipment that is no longer functional.
- Combine multiple antennae into one array wherever possible.
- Install satellite and telecommunications dishes that are minimal in size.

Inappropriate

- Do not damage exterior woodwork or trim detail during installation of communications equipment.
- Do not print or affix advertising on communications equipment, including satellite dishes.

FCC Regulations



The Federal Communications Commission (FCC) does not allow a local historic commission to deny the installation of most communications equipment. However, a commission may regulate the placement of such equipment on a structure.

If proper reception can be obtained, the Landmark Commission requires that communications equipment be installed in one of the following locations:

- On the rear wall or the rear half of the side walls
- Behind a chimney

If reception is not possible in one of the above locations, the Commission will evaluate alternatives.

ORDINANCE NO. 18-____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING "THE CODE OF THE CITY OF GALVESTON 1982, AS AMENDED", CHAPTER 34, "TRAFFIC" BY ADDING ARTICLE X, "VALET PARKING" TO ALLOW FOR REGULATIONS RELATED TO VALET PARKING IN THE CITY OF GALVESTON; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, valet parking is a parking service offered by some restaurants, stores, and other businesses throughout the country and the world; and,

WHEREAS, regulations pertaining to valet parking have been requested as a needed service in the City of Galveston; and,

WHEREAS, Staff recommends regulations pertaining to valet parking in the City of Galveston, as provided in Section 2 below; and,

WHEREAS, the City Council deems it in the public's interest to amend Chapter 34 "Traffic" of "The Code of The City of Galveston 1982, as amended," by adding Article X, "Valet Parking" to allow for regulations related to valet parking in the City of Galveston.

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

SECTION 1. The findings and recitations set out in the preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. Chapter 34 "Traffic" of "The Code of The City of Galveston 1982, as amended," is amended by adding Article X, "Valet Parking".

ARTICLE X. – VALET PARKING

DIVISION 1. – GENERALLY.

§ 34-209. - Definitions.

As used in this Article, the following terms shall have the meanings respectively ascribed to them in this section:

Designated Area: the parking spaces designated along paved area adjacent to the curb line of a business service location or residence within public right-of-way as indicated by appropriate signage or markings where a valet operator may receive or return vehicles under a permit issued by the department.

Department: the department designated by the City Manager.

Director: the department director designated by the City Manager.

On-Street valet parking service: a valet parking service in which the valet operator receives a vehicle from or returns a vehicle to a customer or patron within the service location.

Person: an individual, partnership or corporation seeking to provide valet parking services for its customers or patrons and move their motor vehicles from the service location to a remote parking area and return the vehicle to the original service location.

Service Location: the location of the business served by the valet parking service.

Valet Operator: a person or the person's employee, agent, contractor, or representative that provides valet parking services to a business.

Valet Parking Service: the service of receiving, parking, and returning vehicles for the customers, guests or invitees of a business.

§ 34 - 210. – Restrictions on on-street valet parking.

It is unlawful for any person to provide valet parking services without a valet operating license or valet parking permit, and no person shall provide valet parking services in which a portion of the public right- of-way is used to receive, return, or store vehicles, except as allowed under this Article.

§ 34 - 211. – Insurance.

A valet operator or a temporary valet parking permit holder must maintain general liability insurance coverage as required by the Director continuously during the term of the permit or license. Insurance carriers must be authorized or eligible to do business in the state of Texas.

§ 34 - 212. – No Private Rights in Streets.

Nothing in this Article shall be construed to give any valet operator any property right in, or to, the use of any street or public right-of-way. All permits and licenses issued and held under this Article shall be subject to the superior right of the public to the safe and orderly movement of traffic.

§ 34 - 213. Temporary Suspension.

All valet operations are subject to immediate suspension when a police officer or other authorized city enforcement official determines that the continued operation of the valet service constitutes an immediate threat to the public health, safety or welfare, including interfering with the safe operation of the streets for pedestrians and the normal flow of traffic.

DIVISION 2. VALET OPERATION LICENSE.

§ 34 - 214. On-street valet operating license required.

- (A) A person may not operate a valet parking service on the public right of way without a valet operating license issued under this Article.
- (B) A person may operate a valet parking service conducted entirely on private property without a valet operating license.

§ 34 - 215. – Application for a valet operating license.

- (A) A person who desires to operate a valet parking service on public right-of-way shall apply in writing to the Director for a valet operating license. To obtain or renew an on-street valet operating license a person must:

- (1) submit a completed application to the Director on a form prescribed by the Director;
- (2) pay the application fee for the license; and
- (3) pay the fee for each location at which the applicant intends to provide valet parking services.

- (B) An application for a valet operating license must include the following:

- (1) the name, mailing address, and phone number of the applicant;
- (2) the name and location of each service location at which the applicant intends to provide on-street valet parking service;
- (3) the hours of operation of the on-street valet parking service at each service location;
- (4) documentation showing that the applicant has required insurance policy;
- (5) a verified statement from the valet operator that each of the applicant's employees have has a driver's license valid in the State of Texas, and have has received a manual and training instructing the employee in the local and state laws governing valet parking;
- (6) a verified certification that the applicant's employees who engage in valet parking vehicles will wear retro-reflective material outerwear while working during the nighttime;
- (7) a verified certification that loading or offloading of customers from vehicles will occur only in the designated area at each service location;
- (8) the location of any signs or attendant stands to be used by the applicant at the service location and the designated area; and
- (9) the location of off-street parking to be used in connection with the valet operation and a signed agreement or other documentation that indicates the applicant has a legal right to park vehicles at that location, the number of parking spaces allowed to be used and describing other terms and conditions applicable to the use of the off-street parking location.

- (10) The telephone number to allow the department to contact the valet service operator 24 hours a day.

§ 34 - 216. –Issuance of valet operating license.

- (A) Unless denied pursuant to this Article, the Director shall issue a valet operating license for the service location.
- (B) The director shall list on the valet operating license each service location at which the license holder may provide on-street valet parking services.

§ 34 - 217. – Duties and Responsibilities of a valet operating license holder.

- (A) A valet operating license holder may not provide on-street valet parking service at a service location unless the location is approved by the department and listed on:
- (1) the license; or
 - (2) a temporary license for the service location.
- (B) A license holder shall not use public metered parking spaces other than what is stated in the license issued by the City. A license holder shall not park in spaces or on property for which it does not have an agreement or permission to park vehicles, and shall immediately cease to accept vehicles once it meets its capacity limits described in the agreement submitted as part of their application.
- (C) A license holder shall keep a copy of the license readily available at the service location during hours of operation, and shall produce the copy on the request of the Director or his/her designee or other certified/recognized authority including; but not limited to, a Police Officer, Marshal, or Code Enforcement Officer.
- (D) A license holder may not allow a vehicle to remain parked in the service location for more than 15 minutes. A vehicle may not be parked in a service location unless traffic may move safely in the lanes adjacent to the designated area.
- (E) A license holder shall provide each of the operator's employees a manual and training on local and state laws governing valet parking. Training must include review of the requirements specified in this Article.
- (F) A license holder shall place the operator's booth or stand at the service location in a manner that will maintain an unobstructed pedestrian pathway on the sidewalk that is at least six feet wide.
- (G) A license holder shall provide retro-reflective material on employee's outerwear to an employee who enters the street while on duty during nighttime hours. An employee shall be required to wear the retro-reflective outerwear while on nighttime duty.

- (H) A license holder is responsible for the security of keys left by a customer with the operator, and shall keep the keys in a secure place.
- (I) A license holder shall place a valet parking tag inside each customer's vehicle that includes the following information, which must be clearly legible from the outside of the vehicle:
 - (1) the name of the license holder; and
 - (2) a telephone number that will allow the customer to obtain information about the valet parking operation 24 hours a day.
- (J) Each of the license holder's employees shall operate vehicles in compliance with all applicable federal, state, and local laws, in a manner that assures the safety of persons and property and shall possess a valid class A, B, or C Texas driver's license.

§ 34 - 218. – Restriction on handling vehicles.

- (A) A license holder may not:
 - (1) double park a vehicle;
 - (2) park a customer's vehicle on a public street;
 - (3) leave a vehicle unattended in the street except in the designated area;
 - (4) receive or return a customer's vehicle at a location other than the service location;
 - (5) park a vehicle on private property unless written authorization has been obtained from the owner or lessee of the property; or
 - (6) violate a law relating to the stopping, standing, or parking of motor vehicles.
- (B) A license holder shall have custody of the keys to a vehicle while the vehicle is unattended in the designated area.
- (C) A license holder may allow attended vehicles of the operator's customers to temporarily queue in the traffic lane adjacent to the designated area if the queuing does not:
 - (1) cause traffic behind the queue to obstruct an intersection;
 - (2) block public access to a business or residence; or
 - (3) create a safety hazard.

§ 34 - 219. – Parking Citations.

The valet operator shall immediately inform a customer of a parking citation issued to the customer's vehicle during the time the vehicle was parked by the valet operator.

§ 34 - 220. – Designated area.

The Department shall, at the license holder's cost:

- (1) provide to the valet license holder signs that will indicate that the spaces in the designated area are reserved for valet parking only and that vehicles parked in the spaces for purposes other than valet parking may be towed;
- (2) install traffic control devices at the designated area indicating the location and extent of the designated area, and the hours the designated area is reserved for valet parking; and
- (3) require additional traffic control devices or measures that heighten public awareness of the valet service area, as required by the Director.

§ 34 - 221. – Transfer of valet parking license.

- (A) A valet parking license may be transferred to a subsequent owner or operator of the business at the service location.
- (B) To transfer a valet parking license, the subsequent owner or operator of the business must file an application as provided in this Article.

§ 34 - 222. – Temporary Permit.

- (A) The department may issue a temporary valet parking permit to a person to operate a valet parking service for no more than four consecutive days.
- (B) To obtain a temporary valet parking permit a person must:
 - (1) submit an application to the department on a form prescribed by the director no later than three business days before the commencement of provision of valet services; and
 - (2) pay the fee for a temporary valet parking service permit; and
 - (3) obtain written approval from the businesses or residences directly adjacent to the public right-of-way proposed for valet service use.
- (C) A temporary permit issued under this section is valid for the period indicated on the permit, and shall not exceed four calendar days.
- (D) The holder of a temporary permit may use three parking spaces as a designated area. The Director may allow the permit holder to use additional spaces for the designated area if:
 - (1) the Director determines that the use of the additional spaces will not create a safety hazard; and
 - (2) the permit holder pays the fee for each additional space.

DIVISION 3. DENIAL OR REVOCATION OF LICENSE.

§ 34 – 223. – Issuance or denial of permit or license.

- (A) The Director shall grant or deny an application for a permit or license under this Article not later than the 10th day after the day the application is received by the department.

- (B) The Director shall deny an application for a permit or license under this Article if the applicant:
- (1) makes a false statement on the application; or
 - (2) fails to meet the application requirements of this Article.
- (C) In addition to the requirements of Subsection (B), the Director shall deny an application for a valet parking permit or license if the director determines that the proposed valet parking service at the location may:
- (1) unreasonably interfere with normal traffic flow on a public street, alley, or other public property; or
 - (2) create a hazard to public safety.
- (D) If the Director denies an application for a permit or license under this Article, the department shall send notice of the denial to the applicant by certified mail, to the applicant's mailing address listed on the application. A notice mailed under this subsection is considered received on the 10th day after mailing.

§ 34- 224. – Temporary suspension or modification of permit or license.

- (A) The Director may temporarily suspend or modify a permit or license issued under this Article if:
- (1) a temporary street closure includes the designated area;
 - (2) the Director determines that an emergency requires the suspension or modification; or
 - (3) if requested in writing by the permittee or licensee; A request for an increase in the designated area shall require a new application and payment of required fees.
- (B) If the Director suspends or modifies a permit or a license, the director may allow the permit or license holder to temporarily conduct valet parking operations at an alternate location.

§ 34 - 225. – Duration and renewal of permit or license.

- (A) A permit or license issued under this Article is valid for a period of one year from its date of issuance, unless the permit or license is:
- (1) a temporary permit; or
 - (2) revoked or suspended.
- (B) A permit or license issued under this Article may be renewed by filing an application at least 30 days prior to expiration of the permit or license. To obtain renewal of a permit or license, a person must meet the application requirements in this Article, and the application shall be reviewed and approved as if it is a new application.

§ 34 - 226. – Revocation or modification of permit or license.

- (A) The Director may revoke or modify a permit or license under this section based on the following reasons:

- (1) if the holder fails to comply or violates this Article at a service location on more than six separate days within a 12-month period;
 - (2) if the Director determines that the applicant made a false statement on the permit application; or
 - (3) the permit or license was issued through error; or
 - (4) if the holder fails to comply or violates the rules adopted by the Director; or
 - (5) there is an immediate threat to public health and safety.
- (B) If the Director revokes or modifies a permit or license under this Article, the Director shall send notice of the revocation or modification to the permit or license holder by certified mail, to the holder's mailing address listed on the application. If the revocation is due to an immediate threat to public health and safety, the permit or license shall be considered revoked immediately without prior notice to the permittee or licensee. A notice mailed under this subsection is considered received on the 10th day after mailing.

§ 34 - 227. – Appeal.

- (A) An applicant or a permit holder may appeal the denial of an application or the revocation or modification of a permit to the Director.
- (B) The appeal must be submitted to the Director in writing not later than the 10th day after receipt of notice of the adverse action.
- (C) The Director shall hold an informal hearing on the appeal not later than the 10th day after the appeal is received. At the hearing the formal rules of evidence do not apply. The Director shall decide the appeal on the basis of the preponderance of the evidence presented.
- (D) The Director shall make a determination on the appeal not later than the 10th day after the hearing. The Director may affirm, reverse, or modify the Director's previous determination.
- (E) The decision of the Director on appeal may be appealed to the city manager, under the same procedure described above. The decision of the city manager is final.

DIVISION 4. FEES AND ENFORCEMENT.

§ 34 – 228. Fees.

Fees shall be established as follows:

- (1) a valet parking permit application - \$250;
- (2) a valet operating license application - \$500;
- (3) a temporary application - \$125;
- (4) parking spaces usage within the designated area or district service area - \$250 per space.

§ 34 – 229. Enforcement.

The Director, or any enforcement agency of the City, shall enforce this Article and rules adopted under this Article.

§ 34 – 230. Penalty.

- (A) The city council has determined that this Article is necessary to protect health, life, and property and to preserve good government, order, and security of the city and its inhabitants.
- (B) An owner, operator, or employee commits an offense if the person violates this Article or fails to comply with a requirement of this Article.
- (C) An offense under this Article is a Class C misdemeanor, punishable by a fine not to exceed five hundred dollars (\$500.00) per offense. Each day shall constitute a separate offense.
- (D) Proof of a culpable mental state is not required for a conviction of an offense under this Article.
- (E) The provisions of this Article are cumulative of other remedies.
- (F) Each day or portion of a day during which a violation occurs or continues constitutes a separate offense.
- (G) The City may seek to enjoin violations of this Article, and may file suit for the recovery of all expenses incurred, including without limitation, administrative and legal expenses, attorneys' fees, and costs, and for civil penalties as provided by law.

SECTION 3. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 4. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 5. In accordance with the provisions of Sections 12 and 13 of Article II of the City Charter this Ordinance has been publicly available in the office of the City Secretary for not less than 72 hours prior to its adoption; that this Ordinance may be read and published by descriptive caption only.

SECTION 6. This Ordinance shall be and become effective on January 1, 2019, from and after its adoption and publication in accordance with the provisions of the Charter of the City of Galveston.

APPROVED AS TO FORM:

DONNA M. FAIRWEATHER
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its regular meeting held on the 13th Day of December, 2018, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2018.

Secretary for the City Council
Of the City of Galveston



City of Galveston

FLEET FACILITIES STAFF REPORT

January 12, 2018

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for the approval allowing overnight parking and/or camping on Seawall Blvd., from February 2nd through February 4th, which is the first weekend of the 2018 Mardi Gras event.

I. Background

- A. Mardi Gras takes place from February 3rd through February 13th and draws around 250,000 spectators.
- B. The venues include the downtown area and also Seawall Blvd., and involves several parades.
- C. Two large Seawall parades are planned for the first weekend.
 - Aquarius Parade - 12:00 P.M.
 - Gambrinus Parade - 6:00 P.M.
- D. In the past, islanders and some out of town guests would park on Seawall Blvd. prior to the onset of the first weekend parades which involved overnight parking and at times, camping.
- E. Galveston has a no camping ordinance (Chapter 8, Section 8-6) which prohibits overnight camping from midnight to 5:00 A.M. on Seawall Blvd.
- F. The involved days are;
 - 1. February 2, 2018 - Friday
 - 2. February 3, 2018 - Saturday
 - 3. February 4, 2018 - Sunday

II. Current Situation

The City Council will have to approve allowing overnight parking and/or camping on Seawall Blvd., from February 2nd through February 4th, which is the first weekend of the 2018 Mardi Gras.

III. Alternatives in order of priority

- A. City Council approves the request.





City of Galveston

FLEET FACILITIES STAFF REPORT

1. Cost - no cost to the city
2. Timing - needed prior to the 2018 event
3. Divisional Improvements - N/A

B. City Council does not approve the request.

1. Cost - no cost to the city
2. Timing - N/A
3. Divisional Improvements - N/A

IV. Recommendation

Concur in Alternative A and approve allowing overnight parking and/or camping on Seawall Blvd., from February 2nd, through February 4th, which is the first weekend of the 2018 Mardi Gras.

V. Fiscal Impact Report

Requested by David Smith
Executive Director

Funding Source N/A

Savings Estimation N/A

VI. Environmental Impact

N/A

Respectfully Submitted,

David Smith
Executive Director



ORDINANCE NO. 18-__

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING “THE CODE OF THE CITY OF GALVESTON 1982, AS AMENDED,” CHAPTER 20.5 “MARDI GRAS” BY ALLOWING OVERNIGHT PARKING AND/OR OVERNIGHT CAMPING ON SEAWALL BLVD DURING THE FIRST WEEKEND OF MARDI GRAS; REPEALING ALL OTHER ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 18, 1986, the City Council adopted Ordinance No. 86-70 creating a new chapter of the City Code setting forth rules and regulations for the annual Mardi Gras events; and,

WHEREAS, the Galveston Mardi Gras events period is defined as the twenty (20) day period immediately preceding Ash Wednesday of each year. The Mardi Gras celebration traditionally attracts more than 250,000 visitors each year to Galveston and there is a need to afford for accommodation of those many visitors during the Mardi Gras events; and,

WHEREAS, in the past islanders and some out of town guests would park on Seawall Blvd. prior to the onset of the first weekend parades which would involve overnight parking and/or overnight camping; and,

WHEREAS, Staff recommends an amendment to allow overnight parking and/or overnight camping on Seawall Boulevard during the first weekend of the Mardi Gras event; and,

WHEREAS, this amendment will not affect parking regulations other than the allowance of overnight parking and/or overnight camping on Seawall Blvd, as provided in section 2 below; and,

WHEREAS, allowing overnight parking and/or overnight camping on Seawall Boulevard during the first weekend of the Mardi Gras events would encourage and assist visitors in participating in this spectacular event which increases tourism in Galveston; and,

WHEREAS, the City Council of the City of Galveston, Texas, deems it in the public interest to amend Chapter 20.5, “**MARDI GRAS**” of “The Code of The City of Galveston 1982, as amended, to provide for overnight parking and/or overnight camping on Seawall Boulevard as provided in Section 2 of this Ordinance below.

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

SECTION 1. The findings and recitations set out in the preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. Section 20.5 “Mardi Gras” of “The Code of the City of Galveston 1982, as amended” is hereby amended to read and provide as follows:

Secs. 20.5-19 - ~~20.5-29.~~ – Reserved.

Sec. 20.5 – 19. Overnight Parking / Overnight Camping.

The overnight parking and overnight camping regulations of the City Code shall not apply to the first weekend of the Galveston Mardi Gras events period as provided below:

- (a) Overnight parking and/or overnight camping shall be allowed on the Seawall Boulevard from 6th Street to 59th Street, from 63rd Street to 89th Street, and from the 9300 block of Seawall Boulevard to the western terminus of the Seawall, from midnight to 5:00 a.m. including Saturday and Sunday during the first weekend of the Galveston Mardi Gras event.
- (b) Only current registered vehicles, as defined by the Texas Department of Motor Vehicles, may utilize this overnight parking and/or overnight camping provision during the applicable Mardi Gras time period.
- (c) Notwithstanding subsection (a) hereof, all other regulations pertaining to parking or camping on the Seawall Blvd shall apply and remain in effect.

Secs. 20.5-20 - 20.5-29. – Reserved.

SECTION 3. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

SECTION 4. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 5. In accordance with the provisions of Sections 12 and 13 of Article II of the City Charter this Ordinance has been publicly available in the office of the City Secretary for not less than 72 hours prior to its adoption; that this Ordinance may be read and published by descriptive caption only.

SECTION 6. This Ordinance shall be and become effective from and after its adoption and publication in accordance with the provisions of the Charter of the City of Galveston.

APPROVED AS TO FORM:

DONNA M. FAIRWEATHER
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its Regular Meeting held on the 13th day of December, 2018, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of December, 2018.

Secretary for the City Council
of the City of Galveston



City of Galveston

Finance Department
PO Box 779 | Galveston, TX 77553-0779
| 409-797-3562

December 13, 2018

To: Brian Maxwell, City Manager
Honorable Mayor and City Council
From: Michael W. Loftin, Assistant City Manager for Finance

RE: Consider for approval an ordinance amending the Operating Budget for fiscal year ending September 30, 2018 by adjusting various budgeted accounts in the total amount of \$832,510 to adjust and properly record for expenses in connection with exam fees, salary reimbursements, cost of living distributions, in street department overtime, concrete and aggregate, and garage charges, and operating transfers to the Island Transit and Technology Improvement Funds.

I. Background

- A. This budget amendment for FY 2018 will ensure spending compliance with the City's adopted FY 2018 Budget by securing City Council approval of reallocations of existing budgeted amounts and newly recognized revenue.
- B. Estimates of year end spending are performed throughout the year in order to minimize the number and amount of budget adjustments necessary as of yearend to cover necessary but unforeseen expenditures.
- C. The Fourth Quarter Budget Report, which will be distributed under separate cover, will provide an overall view of the City's budgeted accounts, including those addressed in this amendment. The amendment is largely necessary to adjust General Fund accounts. Therefore, the current unaudited budget estimate of revenue and expense for General Fund accounts is attached to this staff report.

II. Current Situation

- A. The amendment provides for transfers from General Fund departments' budget underruns (Finance Accounting, City Attorney, Code Enforcement, Police and Public Works Traffic) to cover minor overruns in five departments (Finance Administration, Emergency Management, City Marshal, Building Inspections, and Municipal Court).
- B. Those same underruns include sufficient funds to be transferred to Public Works Streets for \$390,000 in over budgeted reimbursements for street project work during FY 2018.
- C. In addition, the General Fund transfer to the Island Transit Special Fund is being increased using department underruns by \$115,000 to cover the Demand Response

Service provided by Harris County Rides in excess of expenditures over revenues in the Special Fund.

- D. Also, the amendment authorizes the balance of unspent budgeted funds in the Technology Improvement Operating budget to the Technology Improvements Special Revenue Fund. This money that would otherwise be held in reserve the Central Services Internal Service Fund will be used to fund larger IT projects through the FY2019 Budget for the aforementioned special fund.

III. Issues

1. Cost – The total of all costs after adjustment is within the total FY 2018 Budget as dictated by the City Charter.
2. Timing – Proposed adjustments resolve currently projected budgetary issues necessary to address Harvey, pocket parks and equipment delivery.
3. Impact or ramifications – City Council retains the authority under the City Charter to approve total budgets for individual city departments.
4. All expenditures have been recorded according to generally accepted accounting principles, local codes and ordinances.

IV. Alternatives in order of priority

- A. City Council approves the proposed budget amendment.

1. Cost – No net cost to the City beyond that already incurred.
2. Timing – Approval on December 13 ensures timely budgetary solutions.
3. Impact or ramifications – City Council retains the authority under the City Charter to approve total budgets for individual city departments.
4. All expenditures have been recorded according to generally accepted accounting principles, local codes and ordinances.

- B. City Council does not approve the proposed budget changes.

1. Cost - No difference in costs incurred.
2. Timing – Comprehensive Annual Financial Report is issued in March without demonstrating budgetary compliance.
3. Impact or ramifications – The City's general financial health will remain the same by these adjustments.

V. Recommendation

Concur in Alternative A.

VI. Fiscal Impact Report

Requested by:	Michael W. Loftin Assistant City Manager for Finance
Funding Source:	General Fund – \$542,510 Internal Service Funds - \$290,000



GENERAL FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2018 PRELIMINARY FINAL as of 12/04/2018

	Prior Year	Current Fiscal Year			
	FY2017 Actual	FY2018 Amended Budget	FY2018 YTD Actual through 09/30/18	FY2018 Budget Estimate	FY2018 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	\$20,629,743	\$17,757,428	\$17,757,428	\$17,757,428	\$0
Revenues					
Property Taxes	\$23,763,467	\$25,250,900	\$24,724,708	\$25,068,939	(\$181,961)
Sales Taxes	15,197,449	16,160,000	14,680,645	16,068,519	(91,481)
Mixed Beverage Taxes	879,328	927,100	933,147	933,147	6,047
Franchise Taxes	5,562,873	5,643,000	5,267,180	5,670,569	27,569
Licenses and Permits	1,142,579	1,199,000	1,196,318	1,196,240	(2,760)
Interfund Transfers for Service	2,034,000	2,078,000	2,093,885	2,093,885	15,885
Charges for Services	249,934	223,100	234,401	234,400	11,300
Fines and Forfeits	1,578,366	1,698,900	1,544,958	1,518,600	(180,300)
Investment Earnings	166,926	250,000	234,495	319,693	69,693
Other Revenues	1,103,429	1,028,500	1,031,759	1,095,061	66,561
Other Financing Sources	50,000	125,000	125,000	125,000	0
Total Revenues	\$51,728,350	\$54,583,500	\$52,066,496	\$54,324,053	(\$259,447)
Expenditures					
Public Safety					
Police	\$18,863,966	\$19,823,771	\$19,443,309	\$19,443,309	\$380,462
Fire	10,843,447	11,180,084	11,169,936	11,168,936	11,148
Emergency Management	218,311	249,569	256,682	256,682	(7,113)
Emergency Medical Service	566,452	566,400	566,110	566,110	290
Special Events	0	0	0	0	0
City Marshal	54,378	55,687	58,996	58,996	(3,309)
Subtotal	\$30,546,555	\$31,875,511	\$31,495,033	\$31,494,033	\$381,478
Public Works					
Streets	\$1,600,888	\$1,418,164	\$1,804,415	\$1,804,415	(\$386,251)
Traffic	2,089,554	2,138,584	2,101,219	2,101,219	37,365
Subtotal	\$3,690,442	\$3,556,748	\$3,905,634	\$3,905,634	\$100,000
Parks and Recreation					
Administration	\$810,442	\$864,544	\$857,364	\$857,364	\$7,180
Parks and Parkways	1,828,693	1,996,277	1,849,467	1,849,467	146,810
Subtotal	\$2,639,135	\$2,860,821	\$2,706,831	\$2,706,831	\$253,990
Developmental Services					
Planning	\$1,016,802	\$1,173,643	\$1,140,341	\$1,140,341	\$33,302
Code Enforcement	669,522	763,564	634,621	634,621	128,943
Building Inspection	587,033	616,839	632,724	632,724	(15,885)
Coastal Management	0	0	0	0	0
Subtotal	\$2,273,357	\$2,554,046	\$2,407,686	\$2,407,686	\$146,360
General Government					
City Secretary	\$483,074	\$547,175	\$521,835	\$521,835	\$25,340
Elections	39,489	70,000	20,986	20,986	49,014
Municipal Court	656,025	759,670	763,916	763,916	(4,246)
City Manager	741,626	762,019	696,411	696,411	65,608
City Auditor	263,867	278,563	269,118	269,118	9,445
Legal	739,630	919,554	788,627	788,627	130,927
Human Resources	490,635	557,574	492,537	492,537	65,037
Transportation	916,788	800,000	800,000	915,000	(115,000)
Subtotal	\$4,331,134	\$4,694,555	\$4,353,430	\$4,468,430	\$226,125
Finance					
Administration	\$259,757	\$295,269	\$297,099	\$297,099	(\$1,830)
Accounting	887,759	947,663	771,566	771,566	176,097
Purchasing	226,516	271,517	231,354	231,354	40,163

		Prior Year	Current Fiscal Year			
		FY2017 Actual	FY2018 Amended Budget	FY2018 YTD Actual through 09/30/18	FY2018 Budget Estimate	FY2018 Estimate Favorable/ (Unfavorable) vs. Budget
Budget		230,268	292,950	272,797	272,797	20,153
	Subtotal	\$1,604,300	\$1,807,399	\$1,572,816	\$1,572,816	\$234,583
Non-Departmental						
Taxation		\$340,181	\$265,449	\$224,256	\$268,458	(\$3,009)
Facility Maintenance		1,736,277	1,610,041	1,594,346	1,594,346	15,695
COLA Increases		0	254,000	0	0	254,000
Contractual Services		9,762	91,283	4,577	4,577	86,706
Lodging/Food Services		109,502	0	0	0	0
Vehicle Purchases		855,565	1,427,411	291,611	291,611	1,135,800
Transfer to Group Health Fund		150,000	0	0	0	0
Transfer to Separation Pay Fund		893,160	416,160	416,160	416,160	0
Transfer to Pension Fund (2% Reserve)		0	393,487	0	0	393,487
Transfer to Infrastructure Fund		2,604,850	3,275,010	3,275,010	3,275,010	0
	Subtotal	\$6,699,297	\$7,732,841	\$5,805,960	\$5,850,162	\$1,882,679
Total Expenditures		\$51,784,219	\$55,081,921	\$52,247,390	\$52,405,591	\$3,225,215
Revenues Over/(Under) Expenditures		(\$55,869)	(\$498,421)	(\$180,894)	\$1,918,462	2,416,883
Prior Year Adjustment		(\$48,260)	\$0	\$0	\$0	\$0
FEMA Reimbursement		\$0	\$0	\$0	\$0	\$0
FEMA Reim. FY17 Harvey expense		\$0	\$0	\$0	\$0	\$0
Ending Fund Balance		\$20,525,615	\$17,259,007	\$17,576,535	\$19,675,890	\$2,416,883
Less: Appropriation of Fund Balance						
One-Time Capital Outlay		\$0	\$235,000	\$0	\$0	\$235,000
Land Acquisition		437,050	0	0	0	0
Broadway Corridor		39,136	38,864	36,652	36,652	2,212
Fund Balance Contingency		0	1,953,547	0	0	1,953,547
Transfer to Technology Improvement Fund		0	0	0	0	0
Transfer to Pension Reserve Fund (TIRZ 1)		2,292,000	0	0	0	0
Transfer to Hurricane Harvey Grant		0	2,446,453	9,507	9,507	2,436,946
	Subtotal	\$2,768,186	\$4,673,864	\$46,159	\$46,159	\$4,627,705
Ending Fund Balance		\$17,757,428	\$12,585,143	\$17,530,376	\$19,629,731	\$7,044,588
90 Day Reserve		\$12,768,712	\$13,581,844	\$12,882,918	\$12,921,927	(\$659,917)
Total General Fund Appropriation		\$54,552,405	\$59,755,785	\$52,293,549	\$52,451,750	\$7,852,920

ORDINANCE NO. 19-

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING THE TOTAL OPERATING BUDGET FOR FISCAL YEAR ENDING SEPTEMBER 30, 2018, BY ADJUSTING VARIOUS BUDGET ACCOUNTS IN THE AMOUNT OF EIGHT HUNDRED THIRTY-TWO THOUSAND FIVE HUNDRED TEN DOLLARS (\$832,510) TO ADJUST AND PROPERLY RECORD FOR EXPENSES IN CONNECTION WITH EXAM FEES, SALARY REIMBURSEMENTS, COST OF LIVING DISTRIBUTIONS, STREET DEPARTMENT OVERTIME, CONCRETE AND AGGREGATE, AND GARAGE CHARGES AND OPERATING TRANSFERS TO THE ISLAND TRANSIT AND TECHNOLOGY IMPROVEMENT FUNDS; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 28, 2017, the Galveston City Council adopted Ordinance No. 17-065 authorizing an operating budget for Fiscal Year 2018; and

WHEREAS, pursuant to “The City Charter,” the City Council has the power to transfer any unencumbered appropriation balance or portion thereof from one office, department, or agency to another during the fiscal year; and

WHEREAS, on February 22, 2018, the Galveston City Council approved the first amendment to the Fiscal Year 2018 Operating Budget to adjust and properly record unforeseen expenses in connection with the local grant match, creation of Special Revenue Funds to capture costs associated with the operation of Beach Pocket Parks, transfer of funding to Hurricane Harvey Grant, recognition of carry over expenditures for consulting services and vehicle capital outlay from FY2017, correct funding for printing services, and to adjust Special Revenue Fund to FY2018 funding levels; and

WHEREAS, since the adoption of the Fiscal Year 2018 budget, there has arisen a need to amend the Fiscal Year 2018 Operating Budget for the adjustment to various budget accounts to properly record unforeseen expenses; and

WHEREAS, the City Council finds it in the public interest to amend the total Fiscal Year 2018 Operating Budget by adjusting various budget accounts as outlined in **Attachments A, B, and C.**

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

SECTION 1. The findings and recitations set out in the preamble to this Ordinance are found to be true and correct, and they are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. The City Council hereby authorizes an amendment in the amount of eight hundred thirty-two thousand five hundred ten dollars (\$832,510) to the total

Operating Budget for Fiscal Year 2018 as outlined in **Attachments A, B, and C**; incorporated herein for all intents and purposes.

SECTION 3. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

SECTION 4. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 5. In accordance with the provisions of Sections 12 and 13 of Article II of the City Charter, this Ordinance has been publicly available in the Office of the City Secretary for not less than 72 hours prior to its adoption; that this Ordinance may be read and published by descriptive caption only.

SECTION 6. This Ordinance shall be and become effective from and after its adoption and publication in accordance with the provisions of the Charter of the City of Galveston.

APPROVED AS TO FORM

DONALD S. GLYWASKY
INTERIM CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at a Regular Meeting held on the 13th day of December, 2018, as the same appears in records of this office.

IN TESTIMONY, WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of December, 2018.

Secretary for the City Council
of the City of Galveston

ATTACHMENT A
Budget Amendment #2
FY2018

FY18 Budget Compliance	
OPERATING BUDGET SUMMARY	
FROM:	
GENERAL FUND	
Finance - Accounting	
Personnel Services	\$80,010
Materials and Supplies	\$2,000
City Attorney	
Contractual Services	\$41,000
Code Enforcement	
Personnel Services	\$19,500
Police	
Personnel Services	\$250,000
Public Works - Traffic	
Personnel Services	\$35,000
Governmental Expenditures	
Vehicle Capital Outlay	\$115,000
Operating Budget Subtotal	\$542,510
SPECIAL REVENUE FUNDS	
Special Revenue Transfer Subtotal	\$0
ENTERPRISE FUNDS	
Enterprise Fund Transfer Subtotal	\$0
INTERNAL SERVICE FUNDS	
Technology Services	
Operating Transfer Out	\$290,000
Internal Service Fund Transfer Subtotal	\$290,000
GRAND TOTAL EXPENDITURES	\$832,510

FY18 Budget Compliance	
OPERATING BUDGET SUMMARY	
TO:	
GENERAL FUND	
Finance - Administration	
Contractual Services	\$2,000
Emergency Management	
Personnel Services	\$8,000
City Marshal	
Personnel Services	\$1,100
Materials and Supplies	\$2,400
Building Inspection	
Personnel Services	\$16,000
Public Works - Streets	
Personnel Services	\$154,000
Materials and Supplies	\$75,000
Contractual Services	\$161,000
Municipal Court	
Contractual Services	\$5,000
Transit System	
Transit Operations	\$115,000
Taxation	
Cental Appraisal District	\$3,010
Operating Budget Subtotal	\$542,510
SPECIAL REVENUE FUNDS	
Technology Improvement Account	
Operating Transfer In	\$290,000
Special Revenue Transfer Subtotal	\$290,000
ENTERPRISE FUNDS	
Enterprise Fund Transfer Subtotal	\$0
INTERNAL SERVICE FUNDS	
Internal Service Fund Transfer Subtotal	\$0
GRAND TOTAL EXPENDITURES	\$832,510

**ATTACHMENT B
Budget Amendment #2
FY2018**

**Charter Budget Growth Limit Compliance Page
Comparative Summary of Expenditures
Total Operating Expenditure Budget
(Modified Accrual)**

Funding Source	Adopted Budget 2018	Budget Amendment #1	Budget Amendment #2	Amended Budget 2018
Police	\$19,681,685	\$142,086	(\$250,000)	\$19,573,771
Fire	11,180,084	0	0	11,180,084
Emergency Management	249,569	0	8,000	257,569
Emergency Medical Service	566,400	0	0	566,400
Special Events	0	0	0	0
City Marshal	55,687	0	3,500	59,187
Streets	1,418,164	0	390,000	1,808,164
Traffic	2,138,584	0	(35,000)	2,103,584
Administration	864,544	0	0	864,544
Parks and Parkways	1,996,277	0	0	1,996,277
Planning	1,173,643	0	0	1,173,643
Code Enforcement	763,564	0	(19,500)	744,064
Building Inspection	616,839	0	16,000	632,839
City Secretary	547,175	0	0	547,175
Elections	70,000	0	0	70,000
Municipal Court	759,670	0	5,000	764,670
City Manager	762,019	0	0	762,019
City Auditor	278,563	0	0	278,563
Legal	919,554	0	(41,000)	878,554
Human Resources	557,574	0	0	557,574
Transportation	800,000	0	115,000	915,000
Administration	295,269	0	2,000	297,269
Accounting	947,663	0	(82,010)	865,653
Purchasing	271,517	0	0	271,517
Budget	292,950	0	0	292,950
Taxation	265,449	0	0	265,449
Facility Maintenance	1,610,041	0	3,010	1,613,051
COLA Increases	254,000	0	0	254,000
Contractual Services	0	130,147	0	130,147
Vehicle Purchases	1,000,000	427,411	(115,000)	1,312,411
Capital Purchases	235,000	0	0	235,000
Local Grant Match	142,086	(142,086)	0	0
Transfer to Separation Pay Fund	416,160	0	0	416,160
Transfer to Infrastructure Fund	3,275,010	0	0	3,275,010
Fund Balance Contingency	4,400,000	(2,446,453)	0	1,953,547
Transfer to Pension Reserve Fund	393,487	0	0	393,487
Transfer to Hurricane Harvey	0	2,446,453	0	2,446,453
Total General Fund	\$59,198,227	\$557,558	\$0	\$59,755,785
Special Revenue Funds:				
Rosenberg Library	\$2,853,700	\$0	\$0	\$2,853,700
Seawall Parking	1,444,792	(37,888)	0	1,406,904
Convention Center Surplus	3,664,934	66,785	0	3,731,719
HOT 1/8 Historical Buildings	982,754	0	0	982,754
City Council Projects & Initiatives Program	1,941,280	(130,957)	0	1,810,323
Infrastructure Fund	7,731,638	0	0	7,731,638
Separation Pay Fund	474,360	0	0	474,360
Public Access Channel Fund	848,228	0	0	848,228
Parking Management Fund	1,026,179	0	0	1,026,179
Lasker Pool Fund	573,784	110,251	0	684,035
Asset Forfeiture Fund	273,852	(26,103)	0	247,749
Police Special Revenue Fund	97,643	0	0	97,643
Police Quartermaster Fund	87,240	(580)	0	86,660
Alarm Permit Fund	201,606	(49,819)	0	151,787
Fire Special Revenue Fund	88,452	(34,450)	0	54,002
Municipal Court Building Security Fund	76,308	(1,583)	0	74,725
Municipal Court Technology Fund	41,667	0	0	41,667
Municipal Court Juvenile Services Fund	164,829	(2,975)	0	161,854
Recovery and Capital Reserve Fund	6,114,448	(1,055,812)	0	5,058,636
Technology Improvement Fund	722,403	245,688	0	968,091
Pension Reform Fund	2,630,194	0	0	2,630,194
Pocket Park One	0	69,499	0	69,499
Pocket Park Two	0	79,499	0	79,499
Total	\$32,040,291	(\$768,445)	\$0	\$31,271,846
Debt Service Fund	\$4,055,409	\$0	\$0	\$4,055,409
Enterprise Funds:				
Waterworks	\$22,619,658	\$0	\$0	\$22,619,658
Sewer	16,042,438	0	0	16,042,438
Drainage Utility	3,030,237	0	0	3,030,237
Sanitation	6,712,409	210,887	0	6,923,296
Airport	1,905,550	0	0	1,905,550
Total	\$50,310,291	\$210,887	\$0	\$50,521,178
Grand Total	\$145,604,218	\$0	\$0	\$145,604,218
Amount of growth under 7% cap		\$0		

*Percent increase in the
City's operating budget

0.00%

ATTACHMENT B
Budget Amendment #2
FY2018

Not subject to the 7% budget cap

	Adopted Budget 2018	Budget Amendment #1	Budget Amendment #2	Amended Budget 2018
Internal Service Fund				
Central Services	\$3,292,435	\$75,000	\$290,000	\$3,367,435
Casualty & Liability Insurance	2,030,399	0	0	2,030,399
Workers' Compensation Insurance	606,554	0	0	606,554
Health and Life Insurance	8,039,000	0	0	8,039,000
Central Garage	5,297,949	0	0	5,297,949
Capital Projects	0	0	0	0
Total	\$19,266,337	\$75,000	\$290,000	\$19,341,337

	Adopted Budget 2018	Budget Amendment #1	Budget Amendment #2	Amended Budget 2018
Grant Funds				
Island Transit	\$4,387,686	\$0	\$0	\$4,387,686
Hurricane Harvey	0	3,818,564	0	\$3,818,564
Total	\$4,387,686	\$0	\$0	\$8,206,250

ATTACHMENT C
Budget Amendment #2
FY2018

General Fund - Governmental Expenditures - Fund Balance Contingency		
Adopted Budget		4,400,000
General Fund		
Transfer funds to Hurricane Harvey Grant fund for estimated Street repairs	1,250,423	
Transfer funds to Hurricane Harvey Grant fund for estimated City Hall repairs	900,000	
Transfer funds to Hurricane Harvey Grant fund for estimated City Parks repairs	188,820	
Transfer funds to Hurricane Harvey Grant fund for estimated Fire Station repairs	61,760	
Transfer funds to Hurricane Harvey Grant fund for estimated Island Transit facilities	32,100	
Transfer funds to Hurricane Harvey Grant fund for estimated Traffic Shop facility	13,350	
	Subtotal General Fund	(2,446,453)
Amended Budget for City Council Contingency		\$1,953,547

RESOLUTION NO. 18-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH GALVESTON COUNTY EMERGENCY COMMUNICATIONS DISTRICT FOR THE USE AND OPERATION OF A RADIO SYSTEM; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Galveston, Texas (“the City”) desires to enter an Interlocal Agreement with the Galveston County Emergency Communication District (GCECD) for purposes of allowing the City to cost share for the use of a dedicated 5 megabit circuit radio dispatch system; and,

WHEREAS, the City and Galveston County are authorized to enter into this agreement in accordance with the Interlocal Cooperation Act, Chapter 791, et seq., of the Texas Government Code and by Section 534.015 of the Texas Health and Safety Code; and,

WHEREAS, Council approval is required before the City can enter into interlocal agreements with political subdivisions of the State of Texas;

WHEREAS, Galveston County is considered a political subdivision under the laws of the State of Texas;

WHEREAS, in accordance with the Texas Interlocal Cooperation Agreement Act, the City and Galveston County recognize that any payments for the performance of governmental functions or services shall be from available current revenues; and,

WHEREAS, the City Council deems it in the public’s interest to allow the City of Galveston to enter into an interlocal agreement with the GCECD to cost share for the use of a dedicated megabit circuit radio dispatch system, attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

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

SECTION 2. The City Council of the City of Galveston hereby approves the Interlocal Agreement, in substantially the same form as “Exhibit A” attached to and incorporated herein for all intents and purposes in accordance with State law.

SECTION 3. The City Council of the City of Galveston hereby authorizes the City Manager to execute the Interlocal Agreement attached hereto as Exhibit A, as approved by the City Attorney.

SECTION 4. This Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

MEHRAN JADIDI
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its regular meeting held on the 13th day of December 2018, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this the _____ day of _____, 2018.

Secretary for the City Council
Of the City of Galveston

EXHIBIT A

City of Galveston



P. O. Box 779 / Galveston, Texas 77553-0779

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Robert Simmons – Risk Manager

RE: Consider for approval an inter local cooperation agreement between The City of Galveston and the Galveston County Emergency Communications District for cost sharing of 5 megabit circuit for the operation of the public safety radio dispatch system.

I. Background

- A. The City of Galveston operates a public safety radio dispatch center located within the Justice Center at 601 54th street.
- B. The dispatch radio system requires the lease of a dedicated 5 megabit circuit for the operation of five (5) dispatch stations utilized by the City of Galveston.
- C. The Galveston County Emergency Communications District will contract with a vendor to provide the point to point circuit to the Galveston dispatch center.
- D. The same 5 megabit circuit will also provide connectivity to the Galveston County Sheriff's Department dispatch consoles.

II. Current Situation

- A. The recommended connection link between the dispatch center and the regional radio system housed in Tomball TX is the lease of a 5 megabit point to point circuit. The point to point connection is more reliable, robust and is not prone to points of failure. Damage to the circuit will not interrupt the connection. The data traffic can and will be automatically rerouted.
- B. The Galveston County Emergency Communications District will contract with a vendor to provide the 5 megabit circuit to the Galveston dispatch center. This cost will be billed proportionally between the City of Galveston and Galveston County.
- C. The City of Galveston will enter into an approved inter local agreement for cost sharing of the 5 megabit circuit contracted by the Galveston County Emergency Communications District.

III. Issues

Cost sharing of the required 5 megabit circuit for operation of the City of Galveston public safety dispatch center radio consoles.

IV. Alternatives in order of priority

- A. City Council approves the inter local cooperation agreement between The City of Galveston and the Galveston County Emergency Communications District for cost sharing of 5 megabit circuit for public safety radio dispatch system participation.
- B. City Council takes no action.

V. Recommendation

Concur with Alternative A.

VI. Fiscal Impact Report

Requested by:	Robert Simmons Risk Manager
Funding Source:	0100-211415-531240-4621000
Costs of implementation:	Not to exceed \$3,600 annually
Estimated annual M&O costs:	N/A
Estimated cumulative M&O costs:	N/A
Additional Information:	N/A

Respectfully Submitted,

Robert Simmons
Risk Manager

Approved,

Brian Maxwell
City Manager

State of Texas
County of Galveston

Interlocal Cooperation Agreement

This AGREEMENT is entered into this ____ day of _____, 2018, between the Galveston County Emergency Communication District (GCECD) and the City of Galveston, Texas.

WHEREAS, Galveston County Emergency Communications District (GCECD) will have contract with Comcast Business Communications, LLC (Comcast), pursuant to Exhibit “A” attached hereto, for Ethernet Network Services for the public safety radios system that will connect 3 tower sites to the master site in Tomball, Texas.

WHEREAS, The City of Galveston needs a 5 megabit circuit on the same radio network as GCECD for their wire line radios consoles. The cost of this circuit would be shared with City of Galveston.

Whereas, GCECD would be billed by Comcast for the additional 5 megabit circuit per month. GCECD would in turn bill the City of Galveston for the reimbursement of the actual cost per month.

NOW THEREFORE, the parties agree to the following:

Article I
Purpose of Agreement

The purpose of this agreement is to allow the City of Galveston to participate in the GCECD public safety radio network.

Article II
Term of Agreement

This agreement shall commence _____, 2018 and will remain in effect for the remainder of the time period on the contract between GCECD and Comcast.

Article III
Obligations of GCECD

1. Bill the City of Galveston on a monthly basis during the term of this agreement the City of Galveston’s pro-rated cost of the network.
2. GCECD has no obligations regarding the performance or maintenance of the circuit.

Article IV
Obligations of the City of Galveston

1. The City of Galveston agrees to reimburse GCECD for the additional charge for the extra circuit that is required by the City of Galveston. The reimbursement is to be paid to GCECD.

2. The City of Galveston is responsible for notifying GCECD of any outages and problems, and coordinating all resolution activities with GCECD and Comcast. GCECD staff will assist in the resolution process.

Article V Mutual Indemnification

GCECD and the City of Galveston, to the extent permitted by law, agrees to defend, indemnify and hold each other harmless for all claims for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.

Article VI No Waiver of Immunity

It is expressly understood and agreed that under this Agreement neither party waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

Article VII Severability

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

Article VIII Modification

This Agreement may be amended or modified by the mutual agreement of both parties hereto in writing; such writing will be attached hereto and incorporated unto this Agreement.

Article IX Entire Agreement

This Agreement contains all commitments and obligations of the parties and represents the entire agreement of said parties. No verbal or written conditions not contained herein shall have any force or effect to alter any term of this agreement.

Article X Termination

This Agreement will remain in effect for at least the remainder of the time period on the contract between GCECD and Comcast. Should, for any reason, the contractual relationship GCECD has with Comcast be terminated, this Agreement will automatically terminate on the same date.

Article XI Execution

This Agreement shall be executed by the duly authorized officials of GCECD and the City of Galveston.

Paragraph Headings

The captions, numbering sequences, titles, paragraph headings, punctuation and organization used in this Agreement are for convenience only and shall in no way define, limit, or describe the scope or intent of this Agreement or any part of it.

Understanding, Fair Construction

By execution of this Agreement, the parties acknowledge that they have read and understand each provision, term and obligation contained in this Agreement. This Agreement although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

Article XII Interlocal Agreement Provisions

The parties hereto agree to pay any payments made pursuant to this Agreement from current revenues. The parties agree that each party is paying fair compensation for the services rendered and facilities used. GCECD and the City of Galveston are authorized by law to perform the functions or services to be performed under this Agreement.

Article XIII Attachments

- Comcast Network Services Agreement

Article XIV Notices

Any notices due under the provisions of this Agreement shall be made in writing and shall be addressed to the following:

GCECD

Jack Wilkins
Executive Director
Galveston County Emergency Communication District
1353 FM 646, West, Suite 101
Dickinson, Texas 77539

City of Galveston

Brian Maxwell
City Manager
823 Rosenberg
Galveston, Texas 77550

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement on the date first above written.

GCECD:

BY: _____
Jack Wilkins
Executive Director

City of Galveston

BY: _____
Brian Maxwell



**FEDERAL EXCESS PERSONAL PROPERTY PROGRAM (FEPP) /
TEXAS INTRASTATE FIRE MUTUAL AID SYSTEM (TIFMAS)
FEPP/TIFMAS VEHICLE ASSIGNMENT PROGRAM**

AGREEMENT

Through the FEPP/TIFMAS Vehicle Assignment Program, the Texas A&M Forest Service (TFS) considers applications for participation and will provide certain response apparatus ("FEPP/TIFMAS Vehicle(s)") to cooperators in the FEPP/TIFMAS Vehicle Assignment Program.

In consideration for the provision of FEPP/TIFMAS Vehicle(s), GALVESTON FD of GALVESTON County, Texas, ("COOPERATOR"), agrees to the terms and conditions set forth herein.

This document describes the TFS's administration and the terms and responsibilities of the Cooperator related to FEPP/TIFMAS Vehicle Assignments under the FEPP/TIFMAS Vehicle Assignment Program. Upon execution of this document, the following shall apply:

I. TFS Responsibilities:

1. *Make available a certain FEPP/TIFMAS Vehicle and tools to be used in the suppression of natural cover and structural fires and for other emergencies which threaten the loss of life and property.*
 - *FEPP/TIFMAS Vehicle will be acquired on behalf of the Cooperator from the USDA Forest Service through its Federal Excess Personal Property Program.*
 - *Specifications for FEPP/TIFMAS Vehicle will be developed by TFS.*
 - *FEPP/TIFMAS Vehicle will be refurbished at the expense of TFS and will include loose equipment per TFS specifications.*
2. *TFS will perform an inspection after the refurbished FEPP/TIFMAS Vehicle has been delivered to COOPERATOR and will document the vehicle on an RFD Equipment Listing, signed by both parties. TFS will perform occasional inspections of the FEPP/TIFMAS Vehicle throughout the term of this Agreement to insure the COOPERATOR is fulfilling its obligations in accordance with this agreement.*
3. *License federal excess motor equipment provided under this Agreement.*
4. *Provide repair parts for FEPP/TIFMAS Vehicle maintenance purposes when available.*

5. *Permit removal of any accessories which the COOPERATOR has added to the FEPP/TIFMAS Vehicle prior to its return to TFS.*
6. *Provide technical assistance in operational fire planning, use of equipment, and training in fire prevention and wildland fire suppression.*
7. *Transport FEPP/TIFMAS Vehicle at the discretion of TFS when and where the means to do so is available. The COOPERATOR may expedite transportation of their own accord.*

II. Cooperator Responsibilities:

1. *COOPERATOR will take possession of FEPP/TIFMAS Vehicle at a time and location mutually decided on by TFS and COOPERATOR.*
2. *COOPERATOR will facilitate an initial inspection of the FEPP/TIFMAS Vehicle and sign the RFD Equipment Listing provided by TFS.*
3. *COOPERATOR may add additional loose equipment to the FEPP/TIFMAS Vehicle, but cannot alter or change the original specification of the FEPP/TIFMAS Vehicle. All additional loose equipment added by COOPERATOR shall remain the property and responsibility of the COOPERATOR.*
4. *COOPERATOR will use the FEPP/TIFMAS Vehicle only for the following:*
 - a. *Local and Regional Mutual Aid Incidents.*
 - b. *Local/Regional Multiple Alarm Incidents.*
 - c. *Emergency events threatening properties vital to National Defense, Critical Infrastructure or Important Military Installations.*
 - d. *Local community events (parades, displays).*
 - e. *Training of firefighters.*
 - f. *Temporary standby for COOPERATOR's regular apparatus while out of service for repairs. COOPERATOR agrees to notify the Service if the standby period will exceed 90 days.*
5. *COOPERATOR will house, maintain, operate, and repair the assigned FEPP/TIFMAS Vehicle in order to ensure a high state of readiness at all times.*
 - a. *FEPP/TIFMAS Vehicle shall be housed on the property of the COOPERATOR and COOPERATOR will provide reasonable protection against weather, vandalism, theft, or damage.*
 - b. *All costs for operating, maintaining, and repairing the FEPP/TIFMAS Vehicle in a roadworthy and legal condition, with a*

current state inspection decal, and within the posted Gross Vehicle Weight Rating (GVWR) of the chassis as stated by the manufacturer, shall be the responsibility of the COOPERATOR.

6. COOPERATOR will staff FEPP/TIFMAS Vehicle with trained and qualified personnel when dispatched by TIFMAS or other Texas State Agency with proper authority, to any regional or statewide assignment, and will provide for personnel rotation or replacement when the FEPP/TIFMAS Vehicle is needed on assignments of extended duration.
7. COOPERATOR shall notify the Service if the FEPP/TIFMAS Vehicle is not available and cannot respond to a TIFMAS authorized deployment.
8. FEPP/TIFMAS Vehicle must be returned to TFS for final disposition.
9. COOPERATOR shall maintain current liability and property damage insurance for each FEPP/TIFMAS Vehicle; to assume full liability for injury to the operator or others injured by FEPP/TIFMAS Vehicle and for damages resulting from movement or use; and to indemnify and hold TFS harmless from any and all claims, damages, costs and charges whatsoever.
10. Have FEPP/TIFMAS Vehicle inspected annually by an approved vehicle inspection station, and to submit a copy of the certificate of inspection to TFS.
11. Provide systematic training to members in fire prevention and suppression, safety and first aid.
12. Ensure that the Federal and State identification tag is not defaced or removed from the FEPP/TIFMAS Vehicle.
13. Report to TFS if any FEPP/TIFMAS Vehicle is lost, stolen, damaged or missing within five business days of the occurrence and provide law enforcement reports and other documentation as required to substantiate the claim.
14. Provide access to, and the right to examine all records, books, papers, or documents relating to this property to TFS, the USDA Forest Service, and the Comptroller General of the United States or their authorized representatives.

III. General Provisions:

1. Title to the FEPP/TIFMAS Vehicle shall remain with the USDA Forest Service.

2. *When FEPP/TIFMAS Vehicle on loan to a COOPERATOR is lost, damaged, or stolen, the SERVICE will determine whether there was negligence or gross negligence on the part of a legitimate operator or custodian. Incidents of negligence or gross negligence will be resolved in accordance with the USDA Forest Service FEPP Desk Guide Chapter 20.*
3. *TFS shall have the right to inspect the FEPP/TIFMAS Vehicle at any time.*
4. *TFS shall have the right to recall the FEPP/TIFMAS Vehicle when the vehicle is not being maintained and/or operated in such a manner as to be of mutual advantage and assign the FEPP/TIFMAS Vehicle to another department of TFS's choice.*
5. *Violation of any section of this Agreement could result in its termination and further participation in and use of available funds in TFS's Rural Fire Protection Program.*
6. *This Agreement is not assignable.*
7. *This Agreement shall be governed by the laws of the state of Texas. Pursuant to Section 85.18 (b), Texas Education Code, venue for a state court suit filed against The Texas A&M University System, any member of The Texas A&M University System, or any officer or employee of The Texas A&M University System is in the county in which the primary office of the chief executive officer of the system or component, as applicable, is located. At execution of this Agreement, such county is Brazos County, Texas.*
8. *This is the entire agreement and any subsequent amendments shall be in writing and signed by both parties.*
9. *This Agreement supersedes and replaces all previous verbal and written agreements.*
10. *This Agreement covers all FEPP/TIFMAS Vehicles still in possession by the COOPERATOR that was assigned on previous verbal or written agreements.*
11. *Deployment and reimbursement for use of FEPP/TIFMAS Vehicle under a TIFMAS deployment shall be in accordance with the TIFMAS Business Manual. There are no provisions for reimbursement from the TFS to the COOPERATOR on any mutual aid assignment. COOPERATOR shall not bill for reimbursement of equipment expenses on federal responses.*

12. *If the COOPERATOR chooses to end its participation in the FEPP/TIFMAS Vehicle Assignment Program, COOPERATOR shall give Service 14-days prior written notice. Upon termination of its participation, all FEPP/TIFMAS Vehicles and equipment will be transferred to another fire department of the TFS's choice. COOPERATOR shall not alter the FEPP/TIFMAS Vehicle in any way prior to transferring the FEPP/TIFMAS Vehicle. Damage shall be limited to normal wear and tear.*
13. *Performance by TFS under this agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, TFS will issue written notice to COOPERATOR and TFS may terminate this Agreement without further duty or obligation hereunder. COOPERATOR acknowledges that appropriation of funds is beyond the control of TFS.*
14. *COOPERATOR understands that pursuant to Section 51.9335(c) of the Texas Education Code, the state auditor may audit purchases of goods or services by an institution of higher education or by a component thereof that purchases goods and services. COOPERATOR agrees to cooperate with the state auditor in the conduct of an audit or investigation, including without limitation, providing all records requested.*
15. *COOPERATOR expressly acknowledges that TFS is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by the Service of its right to claim such exemptions, privileges, and immunities as may be provided by law.*
16. *The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the Service and COOPERATOR to attempt to resolve any claim for breach of contract made by COOPERATOR that cannot be resolved in the ordinary course of business. COOPERATOR shall submit written notice of a claim of breach of contract under this Chapter to the Associate Director for Finance and Administration of the Service, who shall examine COOPERATOR's claim and any counterclaim and negotiate with COOPERATOR in an effort to resolve the claim.*
17. *The primary points of contact for each party shall be as follows:*

COOPERATOR

Galveston FD
2517 Ball St. Suite 206
Galveston TX 77551
Attn: Jeff Smith
(409) 797-3850

TFS

Texas A&M Forest Service
P.O. Box 310
Lufkin, TX 75901
Attn: Emergency Services Grants Unit
Tel: (936) 639-8130
Fax: (936) 639-8138

Contracting parties agree to notify the other of any changes in the above. Any notices regarding violations or termination shall be made in writing to the point of contact.

IV. Acceptance of Terms and Responsibilities

The COOPERATOR agrees to abide by the terms and responsibilities described herein for a period of five years, effective upon final signature.

COOPERATOR**TFS**

Signature

Signature

Title (Please Print)

Director and State Forester
Title

Date

Date

F E P P
RCFP EQUIPMENT LISTING

Cooperator Galveston Fire Department located at GALVESTON, Texas 77550 (Zip).

Contact Person: _____ Title: _____

Address: not found Phone No.: 4097973850

County: Galveston

EQUIPMENT DESCRIPTION: FEPP # 8435 / AG000 1612540

1. Equip Type: TRUCK FIRE TYPE 3 WILDLAND ENGINE Model: FORD Year: 1991
Motor or Serial No.: 1FDXK84A0MVA15189 License No.: 114-8320
Cab: _____ Chassis: not found

Galveston Fire Department
COOPERATOR

TEXAS FOREST SERVICE, a Member of The
Texas A&M University System

By: _____

By: _____

Title: _____

Title: Capacity Building Department Head

Date: _____

Date: _____

"An Equal Opportunity Employer"



Galveston Fire Department

MEMORANDUM

To: Dan Buckley, Deputy City Manager
From: Fire Chief Mike Wisko *mw*
Date: 11-19-18
Re: Renewal of TIFMAS Truck Grant agreement

I. BACKGROUND

The Galveston Fire Department currently has three Brush Firefighting apparatus. These trucks are used for fires and other emergencies across the Island when they occur in areas that do not have paved roadways or are inaccessible by the larger Fire Apparatus.

II. CURRENT SITUATION

Two of the trucks are provided through the TIFMAS Grant program. Of these two trucks, one is a Type III that is part of the Federal Excess Personal Property Program (FEPP). The fire department was awarded this grant through the Texas Forest Services' "TIFMAS Grant Assistance Program" in 2013. TIFMAS is the Texas Intrastate Fire Mutual Aid System, which allows departments to deploy personnel and equipment to areas of the state when situations require mutual aid.

III. PROPOSAL

Renew the grant for five (5) more years so that this truck remains in Galveston for use locally as needed and across the State of Texas upon request from the Texas Forest Service.

IV. IMPACT

The City of Galveston would continue to insure and maintain the apparatus as if it were part of the City fleet and all expenses associated with a deployment are reimbursed by the State.

V. ALTERNATIVES

Reject renewal of the grant and return the Type III truck to the Texas Forest Service.

VI. RECOMMENDATION

Renew the grant for a five (5) year period.

Approved / Disapproved

Dan Buckley
Dan Buckley, Deputy City Manager





Galveston Fire Department

MEMORANDUM

To: Dan Buckley, Deputy City Manager

From: Fire Chief Mike Wisko *MW*

Date: 11-27-2018

Re: New Fire Hose

I. BACKGROUND

Galveston Fire Department (GFD) maintains a robust supply of fire hose to equip all our trucks and maintain a reasonable stock of replacement hose. Annual hose testing ensures proper maintenance of the hose but we consistently lose several older sections each year.

II. CURRENT SITUATION

Currently, we have sections of hose that are more than 30 years old and need to be replaced to stay within the NFPA recommended life span. We gathered three bids which are attached.

III. PROPOSAL

Based on three competitive bids from Metro Fire Apparatus (\$15,510.00), Dooley Tackaberry (\$20,466.40) and KFH Industries (\$19,420.00), we are requesting to purchase ten (10) 100ft sections of 5" supply hose, sixty (60) 50ft sections of 1 3/4" attack hose and twenty (20) 50ft sections of 2 1/2" attack hose from Metro Fire Apparatus Specialists at a cost of \$15,510.00. This hose will be used to replace aged or damaged hose.

IV. IMPACT

The \$15,510.00 will come from our Minor tools account #0100-221441-533055-422000.

V. RECOMMENDATION

Approve the purchase of hose from Metro for \$15,510.00.

① Approved / Disapproved

① *Dan Buckley*
Dan Buckley, Deputy City Manager

① Pending Council approval





QUOTE

Corporate
17350 State Hwy 249
Suite 250
Houston TX 77064-1142
(713) 692-0911 Phone
(713) 692-1591 Fax

Mansfield
625 S Wisteria St Ste 121
Mansfield TX 76063-2528
(817) 467-0911 Phone
(817) 375-1775 Fax

South Houston
514 Michigan St
South Houston TX 77587-3221
(713) 475-2411 Phone
(713) 475-2428 Fax

Number	130446-0
Quote Date	10/04/2018
Page	1

Bill to: GALVESTON FIRE DEPT
ACCOUNTS PAYABLE DEPT
P O BOX 779
GALVESTON, TX 77553

Ship to: GALVESTON FIRE DEPT
2517 BALL
SUITE 206
GALVESTON, TX 77550

Cust Code			Ordered By			Salesman			Job/Rel#			Customer PO		
GAL002			CHARLES OLSEN			DAVID TOVEY								
Entered By				FOB			Ship Via				Terms			
DAVID TOVEY				DESTINATION			UPS GROUND				NET 20 DAYS			
Quantity			U/M	Item #			Description				Price		Extension	
Order	Ship	Back												
10	10	0	EA	KEY-RC50-450Y-100-STRZ			PRO FLOW LDH 5.0" X 100' YELLOW IN COLOR 5" STORZ COUPLING NITRILE/PVC RUBBER SUPPLY HOSE				535.00	5350.00		
20	20	0	EA	KEY-DP17-800-RED-50-ARN			BIG-10 HOSE 1.75" X 50' RED ALUM ROCKER LUG NST COUPLING HEAVY DUTY DOUBLE JACKET EPDM RUBBER LINER				116.00	2320.00		
20	20	0	EA	KEY-DP17-800-BLU-50-ARN			BIG-10 HOSE 1.75" X 50' BLU ALUM ROCKER LUG NST COUPLING HEAVY DUTY DOUBLE JACKET EPDM RUBBER LINER				116.00	2320.00		
20	20	0	EA	KEY-DP17-800-YEL-50-ARN			BIG-10 HOSE 1.75" X 50' YEL ALUM ROCKER LUG NST COUPLING HEAVY DUTY DOUBLE JACKET EPDM RUBBER LINER				116.00	2320.00		
20	20	0	EA	KEY-DP25-800-YEL-50-ARN			BIG-10 HOSE 2.5" X 50' YELLOW ALUM ROCKER LUG NST COUPLING HEAVY DUTY DOUBLE JACKET EPDM RUBBER LINER				160.00	3200.00		

SubTotal 15,510.00

Total 15,510.00

QUOTE GOOD FOR 45 DAYS



Houston Corporate Headquarters
1515 W. 13th Street
Deer Park TX 77536 USA
Phone: 281.479.9700
Toll Free: 800.833.0247

QUOTATION

Page: 1 of 3

Date: 10/4/2018

Our Reference: 1034851

Your Reference: KEY FIRE HOSE

Reference Desc. GALVESTON

Salesperson: Morgan Phillips

Estimator: Morgan Phillips

Email: mphillips@safetyfire.com

Revision: 0

Sold To: 062756

Ship To:

CITY OF GALVESTON FIRE DEPT
PO BOX 779
GALVESTON TX 77553
USA

CITY OF GALVESTON FIRE DEPT
2517 BALL
SUITE 206
GALVESTON TX 77550

CHARLES OLSEN

FREE FREIGHT QUALIFIED

ITEM	QTY	PART NUMBER AND DESCRIPTION	ORIGIN	ECCN	SCHEDULE B	UNIT PRICE	UOM	Extension
1	10	RC50-450Y-100-STORZ Hose Fire Nitrile 100' Yellow 5"Storz Aluminum Couplings	USA	EAR99NLR	5903.20.1600	550.00	EA	5,500.00
2	20	DP17-800-ECO-R-50-ARN Fire Hose Red Eco-10 1.75" x 50' M x F 1.5"Aluminum NST Rocker Lug Couplings <u>Lead Time</u> 5 WEEKS ARO	USA	EAR99NLR	5903.20.1600	104.55	EA	2,091.00
3	20	DP17-800-ECO-B-50-ARN Fire Hose Blue Eco-10 1.75" x 50' M x F 1.5"Aluminum NST Rocker Lug Couplings <u>Lead Time</u> 5 WEEKS ARO	USA	EAR99NLR	5903.20.1600	104.55	EA	2,091.00

Terms: Net 30

Shipping Terms: Delivered

Prices Firm: 11/3/2018

Ship Via: Best Way

Freight Terms: Prepaid

QUOTE TOTAL

USD

20,466.40

Stock items can only be canceled prior to shipment. Non-stock items are subject to manufacturer's cancellation policy. Fees will apply. Custom "made to order" items cannot be canceled or returned. Payment can be made only by cash, check or electronic means.



Houston Corporate Headquarters
1515 W. 13th Street
Deer Park TX 77536 USA
Phone: 281.479.9700
Toll Free: 800.833.0247

QUOTATION

Page: 2 of 3

Date: 10/4/2018

Our Reference: 1034851

Your Reference: KEY FIRE HOSE

Reference Desc. GALVESTON

Revision: 0

FREE FREIGHT QUALIFIED

ITEM	QTY	PART NUMBER AND DESCRIPTION	ORIGIN	ECCN	SCHEDULE B	UNIT PRICE	UOM	Extension
4	20	DP17-800-ECO-Y-50-ARN Fire Hose yellow Eco-10 1.75" x 50' M x F 1.5"Aluminium NST Rocker Lug Couplings <u>Lead Time</u> 5 WEEKS ARO				104.55	EA	2,091.00
5	20	DP25-800-ECO-R-50-ARN Fire Hose Key Eco-10 Red 2.5" x 50' M x F 2.5"Aluminium NST Couplings <u>Lead Time</u> 43 Days ARO	USA	EAR99NLR	5903.20.1600	144.89	EA	2,897.80
6	20	DP25-800-ECO-B-50-ARN Fire Hose Blue Eco-10 2.5" x 50' M x F 2.5"Aluminium NST Couplings	USA	EAR99NLR	5903.20.1600	144.89	EA	2,897.80



Houston Corporate Headquarters
1515 W. 13th Street
Deer Park TX 77536 USA
Phone: 281.479.9700
Toll Free: 800.833.0247

QUOTATION

Page: 3 of 3

Date: 10/4/2018

Our Reference: 1034851

Your Reference: KEY FIRE HOSE

Reference Desc. GALVESTON

Revision: 0

FREE FREIGHT QUALIFIED

ITEM	QTY	PART NUMBER AND DESCRIPTION	ORIGIN	ECCN	SCHEDULE B	UNIT PRICE	UOM	Extension
7	20	DP25-800-ECO-Y-50-NST Fire Hose Yellow Eco-10 2.5" x 50' M x F 2.5"Aluminum NST Couplings	USA	EAR99NLR	5903.20.1600	144.89	EA	2,897.80

QUOTE 0053427

KFH Industries

2926 Columbia Highway
Dothan, AL 36303
P: 800.447.5666 F: 800-447.5664
sales@keyhose.com

INVOICE NO.	office use
DATE	October 4, 2018
CUSTOMER ID	
EXPIRATION DATE	December 4, 2018

TO

AC Charles Olsen
Galveston Fire Dept.

Lead Time	JOB	Freight Terms	Due Date	Auth
6-8 weeks ARO		\$5K FREE/MAX \$100.00		

[illegible]

Quotation prepared by: _____ Bob Young_____

SUBTOTAL	\$ 19,420.00
SALES TAX	
TOTAL	\$ 19,420.00

THANK YOU FOR YOUR BUSINESS!



City of Galveston

FINANCE DEPARTMENT STAFF REPORT

December 3, 2018

To: Brian Maxwell, City Manager
Hon. Mayor and City Council

From: Michael W. Loftin, Assistant City Manager - Finance

RE: Approve the engagement of Tradition Energy to perform electricity procurement advisory services and assist with pricing, contractual review and negotiation of contract terms and conditions for electrical service for the City of Galveston.

Background:

The current contract with Tradition Energy expires December 31, 2018. As a result of Tradition Energy's work to monitor the electricity market for the City of Galveston, they assisted in procuring the new service contract, which begins January 1, 2019, with TXU Energy, at a fixed price of \$.039564 per kWh. This will result in an annual savings on the City's electric bill of at least \$200,000 per year. In addition to the contracted commodity rate of \$.039564/kWh, the City also pays regulated TDSP (Transmission/Distribution) costs on each bill to Centerpoint which average \$.05024/kWh. Since these are regulated costs, they are the same regardless of what commodity rate or supplier the City is using. These TDSP rates range from \$.017/kWh for large commercial loads such as waste water treatment plants to \$.21/kWh for non-metered loads such as street lights.

Tradition Energy's services are provided through the U.S. Communities purchasing cooperative contract for Energy Consulting and Management Services, contract # 2018-017. The City has been a member of the U.S. Communities cooperative since 2002.

Currently:

Entering into the agreement with Tradition Energy will ensure the service and monitoring of the agreement for electricity with TXU. They will also continue to monitor the market for natural gas and demand response opportunities which could potentially provide the City with additional cost savings.

The City of Galveston is not billed by Tradition Energy for their services. The cost for services are included in the price the City pays for energy on the bill received from the electric company.

Alternatives:

Approve the engagement of Tradition Energy for advisory services.

Do not approve using the cooperative purchasing contract and prepare and advertise for advisory services through the Purchasing Division.





City of Galveston

FINANCE DEPARTMENT STAFF REPORT

Issues:

Cost – There is no upfront cost to the City.

Timing – January 1, 2019

Term – through December 31, 2023

Recommendation:

Approve engagement with Tradition Energy using the U.S. Communities Purchasing Cooperative Contract # 2018-017.

Fiscal Impact Report:

Requested by:

Michael W. Loftin, Assistant City Manager -
Finance

Funding Source:

Annual Operating Budget – Electricity Accounts

Estimated Total Costs:

As provided for through budget adopted by City
Council and administered by the City Manager



Dear Client:

This letter ("Letter") confirms your engagement of TFS Energy Solutions, LLC d/b/a Tradition Energy ("Tradition") to provide certain energy procurement advisory services according to the terms set forth herein.

The parties agree that the terms of this Letter shall be effective upon execution by the City of Galveston for a term of three (3) years with an optional two (2) year renewal. The option to extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard or acceptable to the City. The agreement may be terminated for convenience by either party, prior to the end of any term, upon written notice to each party. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination.

Client hereby agrees to retain Tradition as its exclusive energy management and procurement advisor and authorizes Tradition to request billing history, invoices and contracts on its behalf from applicable third party energy suppliers.

Tradition hereby agrees to perform energy management and/or procurement advisory services for Client, which shall consist of the following services:

- Data collection analysis and dissemination to third party energy management and/or commodity suppliers (which may include, but are not limited to, suppliers for electricity, natural gas, transportation fuel, RECs, and demand response services);
- Pricing and contractual review and assistance with negotiation of contract terms and conditions;
- Delivery of price discovery results of the sourcing effort and analysis and recommendations for energy contracts; and
- Assistance with contract execution with third party energy suppliers.

If Client enters into a third party energy supply agreement based on Tradition's engagement, Client shall also receive the following services:

- Ongoing market monitoring and intelligence throughout the life of the supply agreement; and
- Access to Tradition's proprietary TEAMView web portal.

Client understands that nothing contained in this Letter obligates Client to pay Tradition for these services unless Client chooses to enter into an agreement directly with a third party energy supplier. In that event, Client understands that Tradition's fee (as set forth in the Tradition-U.S. Communities contract for Energy Consulting and Management Services -#2018-017) will be included in the price the Client pays for energy on the bill received from the energy supplier or utility, as applicable.

Please confirm that you are in agreement with the terms of this Letter by signing below.

CLIENT: City of Galveston

By: _____
Name: Brian Maxwell
Title: City Manager
Date: _____

Contact: City of Galveston
City Attorney
PO Box 779
Galveston, Texas 77553
409-797-3500

**CONSULTING SERVICES CONTRACT FOR ENERGY CONSULTING AND
MANAGEMENT SERVICES
WITH TFS ENERGY SOLUTIONS, LLC**

THIS CONTRACT is made and entered into by and between the **CITY OF MESQUITE**, a Texas municipal corporation, of Dallas County, Texas, (hereinafter called "City") and **TFS ENERGY SOLUTIONS, LLC** d/b/a Tradition Energy, a Delaware limited liability company duly authorized to transact business in the State of Texas, with an address of 9 West Broad Street, Suite 9, Stamford, CT 06902-3734 (hereinafter called "Consultant").

1. PURPOSE

The purpose of this Contract is to state the terms and conditions under which Consultant shall provide Energy Consulting and Management Services.

2. DESCRIPTION OF SERVICES

Consultant's services hereunder shall consist of the following:

A. Consultant shall perform all the services as set forth in City's Request for Proposals No. 2018-017 (the "RFP"), attached to and incorporated into this Contract as Exhibit A, and Consultant's Technical Proposal of January 26, 2018, Cost Proposal of May 8, 2018, and Response to Clarification Questions of March 15, 2018, all three documents attached to and incorporated into this Contract as Exhibit B (hereinafter collectively referred to in this Contract as "Proposal"); provided, however, should there be any conflict between the terms of the Proposal and the terms of the RFP, the terms of the RFP shall control, and should there be any conflict between the terms of the RFP and the terms of this Contract, the terms of this Contract shall be final and binding.

B. Consultant shall work closely with City's Director of Finance, or the Director's designee (hereinafter referred to as "Director"), and other appropriate City officials as directed and shall perform any and all related tasks required by the Deputy in order to fulfill the purposes of this Contract.

C. Consultant shall deliver to the Director all reports and related documents, information, or other data which are required to be produced and given to City in performing services under this Contract (hereinafter called "deliverables") in the format required by the Director.

3. PERFORMANCE OF SERVICES

Consultant and its employees or associates shall perform all the services under this Contract. Consultant represents that all its employees or associates who perform services under this Contract shall be fully qualified and competent to perform the services described in Section

4. TERM

The term of this Contract shall be one year, beginning on May 17, 2018, and ending on May 16, 2019, unless extended by City, at its sole option and discretion, for up to additional six (6) one-year Terms in accordance with City's RFP. Consultant understands and agrees that time is of the essence for any applicable timetable agreed to by the parties. All deliverables are to be completed and delivered to City by the termination date, or by the milestone or completion date or dates provided in a performance schedule agreed upon between Consultant and the Director, unless an extension of time, based upon good reasons presented by Consultant, is approved by the Director.

5. PAYMENT FOR SERVICES

In consideration of the services to be performed by Consultant under the terms of this Contract, City shall pay Consultant at the prices set forth in the Price List in the Consultant's Proposal, for Basic services actually performed, a fee in the not-to-exceed amount of \$35,000.00, paid directly to Consultant as provided in Consultant's Proposal. If other conditions necessitate Additional services or a change in services as provided in Section 6, any increase in compensation must be authorized and funded in advance by supplemental agreement duly signed by the City Manager, attested to by the City Secretary, and approved as to form by the City Attorney. Consultant's charges for its services are not to exceed similar charges of Consultant for comparable services to other customers. Payments made directly to Consultant shall be in the amount shown by the itemized billings and other documentation submitted and shall be subject to the Director's approval. All services shall be performed in accordance with reasonable industry standards, and City shall not be liable for any payment under this Contract for services which are not consistent with such standards and which have not been approved by the Director prior to commencement of services. The final payment due under this Contract will not be paid until the required deliverables have been received in the format agreed-upon by the parties. City may, at its option, offset any amounts due and payable under this Contract against any debt (including taxes) lawfully due to City from Consultant, regardless of whether the amount due arises pursuant to the terms of this Contract or otherwise and regardless of whether or not the debt due to City has been reduced to judgment by a court.

6. CHANGE IN SERVICES

City, acting through its Director, may request from time to time changes in the scope or focus of the activities conducted or to be conducted by Consultant pursuant to this Contract. Any change in the scope or focus which varies significantly from the scope of services set out in Section 2 and would entail a significant increase in cost or expense to Consultant shall be mutually agreed upon by Consultant and the Director in writing. Changes in the scope which in the opinion of Consultant and the Director would justify an increase in compensation requiring additional funding by City must first be authorized as described in Section 5.

7. CONFIDENTIAL WORK

No deliverables or other information which consists of information given by City to Consultant to assist Consultant's performance under this Contract or was based on such information (minus that portion which consists of Consultant Property which is hereinafter defined) developed by, given to, prepared by or assembled by Consultant under this Contract ("Developed Works") shall be disclosed or made available to any third party individual or organization by Consultant without the express prior written approval of the Director.

8. OWNERSHIP OF DOCUMENTS

Upon acceptance or approval by City, the Developed Works shall become the sole property of City and shall be delivered to City, without restriction on future use. Consultant may make copies of any and all deliverables and related documents or items for its files. By execution of this Contract and in consideration of the fee for services to be paid under the Contract, Consultant hereby conveys, transfers and assigns to City all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Developed Works. City agrees that Consultant shall remain the exclusive owner of and retain all right, title and interest in all products, services, documentation, modifications to documentation, processes, know-how, techniques, software and other products and inventions of Consultant (the "Consultant Property"). Consultant may, in connection with the performance of the services delivered under the Contract, including the delivery of the Developed Works, use, modify, create, acquire or otherwise obtain rights in, ideas, procedures, processes, know-how, techniques, and software, all of which shall also be included in the Consultant Property. Consultant acknowledges that the Consultant Property shall not include any of the Developed Works or City confidential information or tangible or intangible property, and Consultant shall have no ownership rights in such property.

9. CONSULTANT'S LIABILITY

Approval of City shall not constitute or be deemed a release of the responsibility and liability of Consultant, its employees, agents, associates, or subconsultants for the accuracy and competency of the deliverables prepared by Consultant, its employees, agents, associates, or subconsultants, as required under this Contract. In addition, approval of City shall not be deemed to be the assumption of any responsibility by City for any defect, error, or omission in the deliverables prepared by Consultant, its employees, agents, associates, or subconsultants.

10. COMPLIANCE WITH LAWS AND REGULATIONS

This Contract is entered into subject to and controlled by the Charter and ordinances of the City of Mesquite, as amended, and all applicable laws, rules, and regulations of the State of Texas and the Government of the United States of America. Consultant shall, during the course of performance of this Contract, comply with all applicable City codes and ordinances, as amended and all applicable State and Federal laws, rules and regulations, as amended. In particular, Consultant is put on notice that City will require the Consultant to comply with Chapter 176 of the Texas Local Government Code by completing the attached Conflict of

Interest questionnaire (FORM CIQ) and returning the completed FORM CIQ to the CITY. Additionally, Consultant must comply with Section 2252.908 of the Texas Government Code, which was enacted in 2015 by the Texas Legislature pursuant to HB 1295, providing that a governmental entity may not enter into certain contracts with a business entity on or after January 1, 2016, unless the business entity submits a disclosure of interested parties (FORM 1295) to the governmental entity at the time the business entity submits the signed contract to the governmental entity. Further, information regarding the disclosure of interested parties law and instructions on filing FORM 1295 can be found at the Texas Ethics Commission website at the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Failure to comply with any applicable laws, including Chapter 176, may result in: (1) the forfeiture by Consultant of all benefits of this Contract; (2) the retainage by City of all services performed by Consultant; and (3) the recovery by City of all consideration, or the value of all consideration, paid to Consultant pursuant to this Contract.

11. INDEPENDENT CONSULTANT

Consultant's status shall be that of an independent Consultant and not an agent, servant, employee, or representative of City in the performance of the services under this Contract. Consultant shall exercise independent judgment in performing services under this Contract and is solely responsible for setting working hours, scheduling or prioritizing the work flow and determining how the work is to be performed. No term or provision of this Contract or act of Consultant in the performance of this Contract shall be construed as making Consultant the agent, servant or employee of City, or making Consultant or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which City provides its employees.

12. INDEMNITY AND LIMITATION OF LIABILITY

Consultant agrees to defend, indemnify and hold City, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Consultant's breach of any of the terms or provisions of this Contract, or by any negligent or strictly liable act or omission of Consultant, its officers, agents, employees or subconsultants, in the performance of this Contract. The provisions of this paragraph are solely for the benefit of the parties to this Contract and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Except for claims based upon Consultant's willful misconduct or gross negligence, Consultant's liability shall not exceed Consultant's aggregate compensation received as a result of this Contract in the twelve (12) month period immediately preceding the date on which the claim arose. In no event shall Consultant be liable for consequential, incidental, punitive, exemplary or indirect damages, including, without limitation, lost profits or lost opportunities or any other business interruption damages, in tort, contract or otherwise.

13. INSURANCE REQUIREMENTS

A. Consultant shall procure, pay for, and maintain during the term of this Contract, with a company authorized to do business in the State of Texas and otherwise acceptable to City, the minimum insurance coverage contained in the RFP.

B. Approval, disapproval or failure to act by City regarding any insurance supplied by Consultant or its subconsultants shall not relieve Consultant of full responsibility or liability for damages, errors, omissions or accidents as set forth in this Contract. The bankruptcy or insolvency of Consultant's insurer or any denial of liability by Consultant's insurer shall not exonerate Consultant from the liability or responsibility of Consultant set forth in this Contract.

14. GIFT TO PUBLIC SERVANT

City may terminate this Contract immediately if Consultant has offered, or agreed to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting.

For purposes of this section, "benefit" means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law.

Notwithstanding any other legal remedies, City may require Consultant to remove any employee of Consultant from the Project who has violated the restrictions of this section or any similar state or federal law, and obtain reimbursement for any expenditures made as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

15. ASSIGNMENT

This Contract provides for unique consulting services. Consultant, therefore, shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of City's Director.

16. TERMINATION

City's Director may, at its option and without prejudice to any other remedy City may be entitled to at law, in equity or elsewhere under this Contract, terminate further work under this Contract in whole or in part for cause or for the convenience of City by giving at least twenty (20) days advance written notice of termination to Consultant, with the understanding that all performance being terminated shall cease as of a date to be specified in the notice. City also has the right to request that Consultant assign and transfer to City all of Consultant's rights and obligations under existing subcontracts it has to perform Contract work in the event of termination under this Section. City shall compensate Consultant in accordance with the terms of this Contract for Contract work properly performed prior to the date of termination specified in the notice, following inspection and acceptance of same by City's Director. Consultant shall not, however, be entitled to lost or anticipated profits should City choose to exercise its option to terminate.

17. NOTICES

Except as otherwise provided in Section 18, any notice, payment, statement, or demand required or permitted to be given under this Contract by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

If intended for City, to:

Debbie Mol, Director of Finance
757 North Galloway Avenue
Mesquite, Texas 75149

If intended for Consultant, to:

Brian McDermott, Executive Director and Head of Operations
9 West Broad Street, 9th Floor
Stamford, CT 06902

18. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION

A. Consultant shall not discriminate against any employee or applicant for employment because of race, age, color, ancestry, national origin, place of birth, religion, sex, military or veteran status, genetic characteristics, or disability unrelated to job performance. Consultant shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. Consultant agrees to post in conspicuous places a notice, available to employees and applicants, setting forth the provisions of this non-discrimination clause.

B. If Consultant fails to comply with the equal employment opportunity/nondiscrimination provisions of this Contract, it is agreed that City at its option may do either or both of the following:

(1) Cancel, terminate or suspend this Contract in whole or in part.

(2) Declare Consultant ineligible for further City contracts until it is determined to be in compliance.

19. RIGHT OF REVIEW AND AUDIT

City may review any and all of the services performed by Consultant under this Contract. City is granted the right to audit, at City's election, all of Consultant's records and billings relating to the performance of this Contract. Consultant agrees to retain such records for a

minimum of three (3) years following completion of this Contract. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to City's rights as may be disclosed by an audit under this section.

20. VENUE

The obligations of the parties to this Contract shall be performable in Dallas County, Texas, and if legal action is necessary in connection with or to enforce rights under this Contract, exclusive venue shall lie in Dallas County, Texas.

21. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

22. LEGAL CONSTRUCTION

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

23. MISCELLANEOUS

A. Pursuant to Section 2270.002, Texas Government Code, Consultant hereby (i) represents that it does not boycott Israel, and (ii) subject to or as otherwise required by applicable federal law, including without limitation 50 U.S.C. Section 4607, agrees it will not boycott Israel during the term of the Agreement. As used in the immediately preceding sentence, "boycott Israel" shall have the meaning given such term in Section 2270.001, Texas Government Code.

B. Consultant further represents that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

23. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. If this Contract is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Contract to be executed.

24. CAPTIONS

The captions to the various clauses of this Contract are for informational purposes only and shall not alter the substance of the terms and conditions of this Contract.

25. SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties and their respective administrators, successors and, except as otherwise provided in this Contract, their assigns.

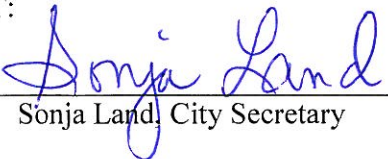
26. ENTIRE AGREEMENT; NO ORAL MODIFICATIONS

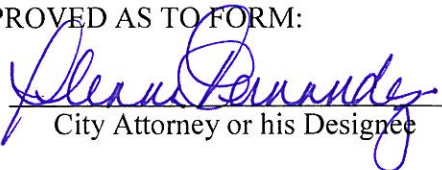
This Contract (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Contract. Except as otherwise provided elsewhere in this Contract, this Contract cannot be modified without written supplemental agreement executed by both parties.

EXECUTED this the 17th day of May, 2018, by City, signing by and through its City Manager, duly authorized to execute same by the City Council, and by Consultant.

**CITY OF MESQUITE
(CITY)**

By: 
Cliff Keheley, City Manager

ATTEST:
By: 
Sonja Land, City Secretary

APPROVED AS TO FORM:
By: 
City Attorney or his Designee

**TFS ENERGY SOLUTIONS, LLC
(CONSULTANT)**

By: 
Alan Kurzer, CEO and Manager

By: _____

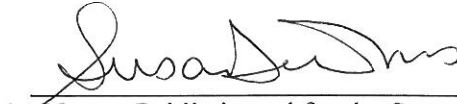
Printed Name: Alan Kurzer
CEO and Manager

Title: _____

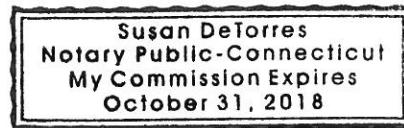
Acknowledgment

State of CONNECTICUT, County of
Fairfield:

Before me the undersigned authority of this date personally appeared Alan Kurzer, known to be the person whose name is subscribed to the foregoing document and known to me to be the Chief Executive and Manager of TFS Energy Solutions, LLC, and acknowledged to me that he/she executed said document with full authority to do so and for the purposes and consideration expressed therein. Given under my hand and seal of office the 12th day of July 2018.



Notary Public in and for the State of CONNECTICUT





City of Galveston

FINANCE DEPARTMENT STAFF REPORT

December 13, 2018

To: Brian Maxwell, City Manager
Hon. Mayor and City Council

From: Michael W. Loftin, Assistant City Manager Finance

RE: Consider approving the renewal of IGM Technologies Gravity cloud-based solution tool for preparing the Comprehensive Annual Financial Report (CAFR).

Background:

City Council approved the purchase of IGM Technologies Gravity cloud-based application for publishing the Comprehensive Annual Financial Report on September 14, 2017. The contract was written for a three-year term with the option to extend the contract for up to two additional years in one year intervals. In addition, the contractual pricing for year one was \$19,000 however, the City purchased additional user licenses and issued a purchase order in the amount of \$25,000.

Currently:

City staff is prepared to continue utilizing the Gravity application. Contractual pricing for year two and three is \$25,000 and \$24,000 respectively. However, the additional user licenses are essential for the achieving the timely publication of the CAFR.

Issues:

1. Cost Summary – Not to exceed \$74,000 for the initial three-year term including software licensing, year-one implementation and training, ongoing customer support and additional support in implementing additional modules within the application.
2. Timing – Fiscal year 2019 is year two of the initial three-year term.
3. Impact or ramifications – continued efficiency in producing the City's Comprehensive Annual Financial Report.

Recommendation:

Approve the renewal of IGM Technologies' Gravity cloud-based solution to produce the City's Comprehensive Annual Financial Report.

Fiscal Impact Report:

Requested by:

Michael W. Loftin
Assistant City Manager Finance

Funding Source:

Information Technology Operating Budget

Cost:

\$ 74,000



AMENDMENT IGM TECHNOLOGY CORPORATION
COMPREHENSIVE ANNUAL FINANCIAL REPORTING
SOFTWARE

Amendment Number 1 to Contract # COG-CON-17-183

**RFP 17-16 Comprehensive Annual Financial Reporting
Software**

THIS ADDENDUM is by and between the City of Galveston ("City"), a municipality incorporated under the laws of the State of Texas, Galveston Texas, and **IGM Technology Corporation** ("Company"), located at 2 Bloor St. West, 7th Floor, Toronto, Ontario M4W3E2.

WHEREAS, the City and IGM Technology Corporation entered into an Agreement, Contract #COG-CON-17-183, effective September 18, 2018 for commodities related to enter product here in RFP 17-16 Comprehensive Annual Financial Reporting Software

WHEREAS, the City and IGM Technology Corporation, agree to make the following amendment a part of the Agreement.

Section 9. COMPENSATION, is hereby amended and restated as follows: The City shall compensate Company for the Work at the agreed upon price of *Twenty Five thousand, dollars and zero cents (\$25,000.00) for year one (1), Twenty Five thousand, dollars and zero cents (\$25,000.00) for year two (2), and Twenty four thousand dollars and zero cents (\$24,000.00) for year three (3) for a total not-to-exceed amount of Seventy four thousand dollars and zero cents for three (3) years. (\$74,000.00).* Company will furnish an invoice to the City detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at 2 Bloor St. West, 7th Floor, Toronto, Ontario M4W3E2. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in **Exhibit A**, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

[THE REMAINDER OF THIS DOCUMENT IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

IGM Technology Corporation

By: _____
Brian Maxwell, City Manager

By: _____
Itzhak Gleicher, Principle

ATTEST:

Janelle Williams, City Secretary

APPROVED AS TO FORM

Mehran Jadidi
Assistant City Attorney

**BY EXECUTION OF THIS ADDENDUM, Company ACKNOWLEDGES RECEIPT
OF A COPY OF THIS CONTRACT.**

THE PROVINCE OF ONTARIO §

COUNTRY CANADA §

Toronto **CITY §**

On this day, BEFORE ME, the undersigned, personally appeared Itzhak Gleicher of **IGM Technology Corporation**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5th day of 2019,
2018.

Eboue Talivaldis Tihal Reinbergs
Barrister and Solicitor
Notary Public and Commissioner of Oaths
in and for the Province of Ontario.
My commission is of unlimited duration.
No legal advice given

Notary Public in and for Ontario



City of Galveston Contract Number COG-CON-17-183

Three60Legal
Lawyers and Notaries Public
2 Bloor Street West, Unit C-16
Toronto ON M4W 3E2
1-877-360-0066

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2018-422328

Date Filed:
11/05/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

IGM Technology Corp
Toronto ON Canada

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Galveston

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

COG-CON-17-183
Software

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Lockett, Ja'Nice	Galveston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

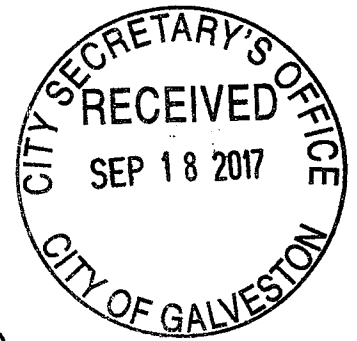
My name is Isaac Gleicher, and my date of birth is 06/11/1950

My address is 2 Bloor St W, Toronto, ON, M4W 3E2, Canada
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in City of Toronto County, State of Ontario, on the 6 day of 11, 2018
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



CONTRACT FOR SERVICES
Comprehensive Annual Financial Reporting Software

This Contract (the "Contract") is made and entered into this 18th day of September, 2017, by and between the City of Galveston ("City"), a Texas home-rule municipality, and IGM Technology Corporation located at 2 Bloor St. West, 7th Floor, Toronto, Ontario M4W3E2.

WHEREAS, the City of Galveston desires to obtain services in connection with a software solution that will produce (with the City's data) the City's Comprehensive Annual Financial Report (CAFR) and IGM Technology Corp., (Company), desires to provide such services; and

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein, and **Exhibit A**, identified as the proposal from the Company for the scope of services, and those document(s), attached and incorporated for all purposes for the following Project:

RFP 17-16 Comprehensive Annual Financial Reporting Software

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

1. **SCOPE OF SERVICES**: Company will provide the services ("Work") to the City in connection with the Project, more specifically described in **Exhibit A**, attached and fully incorporated for all intents and purposes.
2. **STANDARD OF CARE**: The standard of care for all services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
3. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.
4. **CHANGES**: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
5. **TERM**: Contract shall be effective for thirty-six (36) months upon execution by the City of Galveston. The City anticipates that the contract shall be renewed pursuant to the availability of funds and at the discretion of the City. It is agreed that the City will have the option to extend the contract for up to two (2) additional years, in one (1) year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The option to extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
6. **APPROPRIATIONS**: The obligations of the City to make payment under this Contract are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.
7. **SCHEDULE AND DELIVERABLES**: The City and its agencies will cooperate with Company to facilitate the performance of the work described in the contract. Company will perform the Work in accordance with the schedules/timetables described in greater detail in the attached Exhibit A.

8. **FORCE MAJEURE:** In the event that the performance of any of the covenants of this agreement shall be prevented by an act of God, the acts and regulations of public authorities, or labor disputes, acts of the public enemy, acts of superior governmental authority, or other circumstances, or cause beyond their or its reasonable control, the City and Company shall be respectively relieved of their obligations hereunder with respect to the performance(s) so prevented. In the above mentioned event, Company grants City the right to reschedule the performance(s) under the same terms and conditions of this contract.

9. **COMPENSATION:** The City shall compensate Company for the Work at the agreed upon price of *Nineteen thousand dollars and zero cents (\$19,000.00) for year one (1), Nineteen thousand, seven hundred and sixty dollars and zero cents (\$19,760.00) for year two (2), and Twenty thousand five hundred and fifty dollars and zero cents for year three (3) for a total not-to-exceed amount of Fifty nine thousand three hundred and ten dollars and zero cents for three (3) years. (\$59,310.00).* Company will furnish an invoice to the City detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at 2 Bloor St. West, 7th Floor, Toronto, Ontario M4W3E2. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in **Exhibit A**, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

10. **INSURANCE REQUIREMENTS:** Company shall provide all required City of Galveston certificates of coverage and all renewals throughout the duration of the Project. For each policy except Workers' Compensation protection, Company shall name the City as an additional insured and shall provide that the policy require the insurance carrier to notify the City a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are listed below.

Required Insurance:

- a. Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:

\$2,000,000 general liability (includes products and personal, etc.)

\$1,000,000 fire damage

\$1,000,000 automobile damage

\$500,000 workers compensation employers' liability

Statutory limits for workers compensation

Insurance coverage shall be on an "**occurrence basis**"

11. **TERMINATION:** This Contract may be terminated prior to completion of the Work by either party upon 10 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, City

shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination. Notwithstanding the above, Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Company or its subordinates and the City may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due the City from Company is determined.

12. INDEMNIFICATION. FOR CONSIDERATION RECEIVED, Company shall, to the extent allowable, indemnify, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the city. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

13. INDEPENDENT CONTRACTORS: The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and, neither party shall be responsible for any obligations or expenses incurred by the other.

It is the intent of the parties to this agreement that the Company as an independent contractor will control the manner and means of its performance(s). The City will control the scheduling of the performance(s). The exclusive nature of this agreement is limited to the duration of the performance and it is expected that the performer will enter into other similar agreements with other customers.

14. COPYRIGHT: All right, title and interest in and to the work products provided by Company to the City shall be the property of the City ("work product"). Methodologies, process know-how, pre-existing models & tools and other instruments of service used to prepare the work product shall remain the property of the Company.

All information, records, data or advice contained in the work product is intended solely for the use of the City, solely for the purpose stated in the scope of services and may not be relied upon by any other person, or used for any other purpose, without the express written consent of the City.

Any modification or reuse of the work product without the written verification or adaptation by Company for the specific purpose intended will be at the City's sole risk.

15. CONFIDENTIALITY: The Company shall not use or disclose any information concerning the City or information that may be classified as confidential, for any purpose not directly connected with the administration of the Agreement, except with the prior written consent of the City, or as may be required by law. Company shall treat as confidential and proprietary all information and data delivered to it by the City. Confidential information shall not be disclosed to any third party, other

than Company's subcontractor's or sub-consultants during or subsequent to the term of this Agreement.

16. **ASSIGNMENT**: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

17. **NO WAIVER**: The failure of any party to enforce any provision of this contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Contract.

18. **ENTIRE AGREEMENT**: This Contract incorporates all provisions of the attached proposal for Comprehensive Annual Financial Reporting Software and **Exhibit A** constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract. The Company, by signing this agreement, acknowledges the City of Galveston is entering into this contract in its governmental capacity, and not a proprietary capacity.

19. **SEVERABILITY CLAUSE**: The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions 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 these conditions.

20. **ATTORNEY'S FEES**: In the event there is a dispute concerning this Contract, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

21. **APPLICABLE LAW, VENUE AND JURISDICTION**: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.

22. **NOTICES**: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Suite 203
P. O. Box 779
Galveston, Texas 77553

IGM Technology Corp.
2 Bloor St. West, 7th Floor
Toronto, Ontario M4W3E2

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the

day and year first above written.

CITY OF GALVESTON, TEXAS

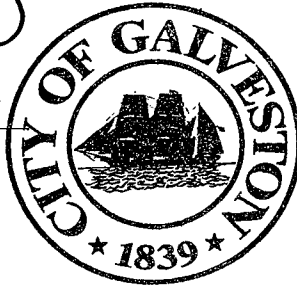
IGM Technology Corp.

By: [Signature]
Brian Maxwell, City Manager

By: [Signature]
Itzhak Gleicher, Principal

ATTEST:

[Signature]
Janelle Williams, City Secretary



APPROVED AS TO FORM

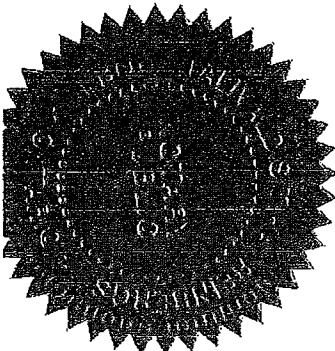
[Signature]
City Attorney's Office

BY EXECUTION OF THIS AGREEMENT, COMPANY ACKNOWLEDGES RECEIPT
OF A COPY OF THIS CONTRACT.

PROVINCE
THE STATE OF ONTARIO §
COUNTRY CANADA §
Toronto COUNTY §
CITY

On this day, BEFORE ME, the undersigned, personally appeared ITZHAK GLEICHER IGM Technology Corp., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1 day of September 2017.



Ebaue Talivaklis Tihal Reinbergs
Barrister and Solicitor
Notary Public and Commissioner of Oaths
in and for the Province of Ontario.
My commission is of unlimited duration.
No legal advice given

[Signature]
Notary Public in and for
457796

Three60Legal
Lawyers and Notaries Public
2 Bloor Street West, Unit C-16
Toronto ON M4W 3E2
1-877-360-0066



Response to
City of Galveston
REQUEST FOR PROPOSAL

Proposal Reference Number: 17-16

Project Title: Comprehensive Annual Financial Reporting Software

Table of Contents

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Section 1. Required Forms – Appendices

Appendix A – Proposal Document

Submittal Checklist: (To determine validity of Proposal)

- ____ Appendix A (pages _9_ through _18_) must be included in the Proposal submittal.
- ____ Appendix B – F (pages _20_ through _24_) all forms must be complete and included in the submittal.
- ____ Appendix I (pages _28_ through _31_) must be included in the Proposal submittal.

All Proposals submitted to the City of Galveston shall include this page with the submitted Proposal.	
RFP Number:	17-16
Project Title:	Comprehensive Annual Financial Reporting Software
Submittal Deadline:	July 24, 2017 @ 2:00 p.m. CST
Submit in person: City of Galveston Purchasing Dept., 823 Rosenberg St., Room 306, Galveston, Texas 77550 or by mail: City of Galveston Purchasing Dept., PO Box 799, Galveston, Texas 77553	
Proposer Information:	
Proposer's Legal Name:	IGM TECHNOLOGY CORP.
Address:	2 BLOOR ST. WEST, 7th FLOOR
City, State & Zip	TORONTO, ONTARIO M4W 3E2
Federal Employers Identification Number #	98-1327890
Phone Number:	647-242-1168
Fax Number:	416-972-5071
E-Mail Address:	LSOLOMON@IGM.TECHNOLOGY
Proposer Authorization	
I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Proposer. Printed Name and Position of Authorized Representative: ITZHAK GUTCHER Signature of Authorized Representative: _____ * Signed this 10 (day) of JULY (month) 2017 (year)	

I learned of this Request for Proposal by the following means:

- | | |
|--|---|
| ☐ Newspaper Advertisement | ☐ City E-mail Notification |
| ☐ Galveston Website | ☒ Cold Call to City |
| ☐ Mailed Me a Copy | ☐ Other |

REQUIRED PROPOSAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION

1. Proposed Products and/or Services

- A. Product or Service Description: Proposers should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix I. Promotional literature, brochures, or other technical information may be used.

See the brochure, "Gravity – Public Sector Reporting" on the following pages.

Gravity Public Sector Reporting™ provides a secure, collaborative and auditable platform to produce the CAFR, Budget Book and other high value documents...

✓ **Enterprise report management**

Combine financial data from a variety of sources with in-depth narrative analysis for internal and external reporting across any department.

✓ **Financial management process automation**

Replace time-consuming manual processes with intelligent process design and automation.

✓ **Security, control and governance**

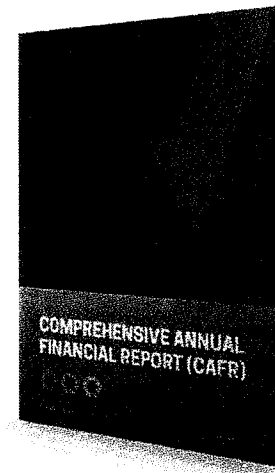
Manage documents in a collaborative yet secure environment with visibility into the report generation process.

✓ **Extreme formatting capabilities**

Produce reports with unlimited formatting capabilities. You can even produce complex "glossy" reports.

✓ **100% Cloud**

Gravity Public Sector Reporting™ was built from the ground up as a 100% cloud-based solution.



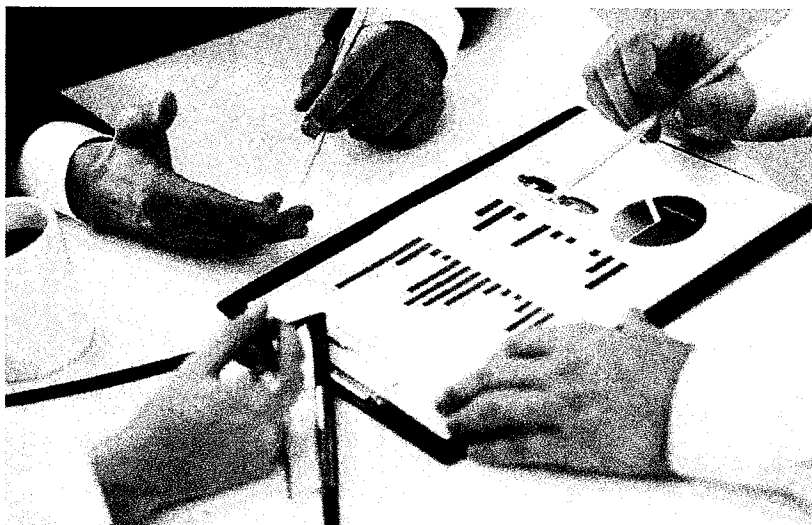
Financial reporting and process automation

Gravity Public Sector Reporting™ is a 100% cloud-based, enterprise-scalable reporting and process automation solution that enables users to collaboratively merge enterprise data with narrative analysis in a controlled, auditable environment. It enables organizations both large and small to automate the collection of data in a single, dynamic reporting and analysis solution.

Multiple participants in different departments can collaborate in the assembly of complex reports, working independently while ensuring that proper controls and approvals are in place.

GRAVITY™ KEY FEATURES

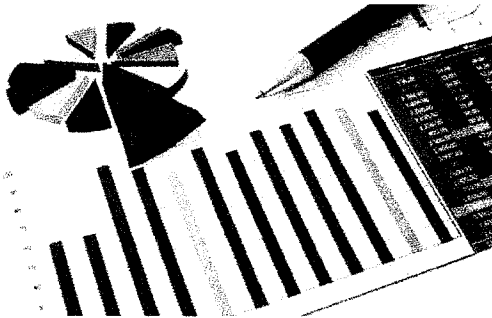
- **Marry qualitative narrative analysis with enterprise data.** Combine financial and operational data with in-depth narrative analysis.
- **Configure intelligent processes.** Drive process consistency and automate many manual processes in the reporting cycle.
- **Enable controlled collaboration.** Rely on a single, secure, enterprise-scalable solution that lets multiple users view and edit reports simultaneously without causing versioning issues.
- **Link report data directly to enterprise data sources.** Create dynamic reports that update automatically when the numbers in underlying data sources change — ensuring a single, consistent version of the truth.
- **Employ workflow and task management capabilities.** Gain insight into critical reporting processes through workflow, dashboards and alerts.
- **Optimize controls and auditability.** Standardize review and validation procedures.
- **Enhance security over sensitive data and reports.** Use secure, user-based logins to power a comprehensive set of internal security features, preventing data leaks.
- **Cloud-based deployment.** Speed time-to-value and lower adoption costs by deploying disclosure management processes on the cloud.



A 'single version of the truth'

Public sector leaders and managers need accurate data along with narrative analysis to communicate effectively with stakeholders and to make better strategic decisions. Yet, because of an overreliance on general-purpose tools and manual processes, many organizations struggle with creating timely, accurate reports that marry quantitative data with qualitative analysis. In addition, most organizations don't have an efficient, effective way to ensure data consistency across their operational systems and through their reporting processes. This leads to a lack of confidence in the data, which can have a direct impact on an organization's ability to make informed decisions.

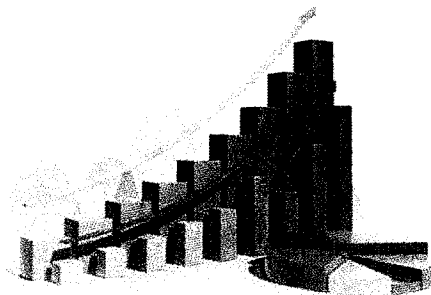
Gravity Public Sector Reporting™ automates the collection of financial data and narrative text into a single, reliable and dynamic reporting and analysis solution. Public sector leaders can now ensure that there is a single version of the truth for all levels of the organization.



Improved efficiencies and process automation

An overreliance on uncontrolled spreadsheets and email can lead to material errors in reports, offer no audit trail, and force the finance team to rely on complex manual processes to ensure that reports are up-to-date and correct.

With Gravity Public Sector Reporting™, users can create and enforce intelligent processes with integrated controls, compliance checklists and full visibility into each step of the process. By standardizing processes throughout an organization — and using a single version of the data — you can minimize debate over whose numbers are correct and speed the process of reaching consensus, which means being able to react quickly to risks or new opportunities.



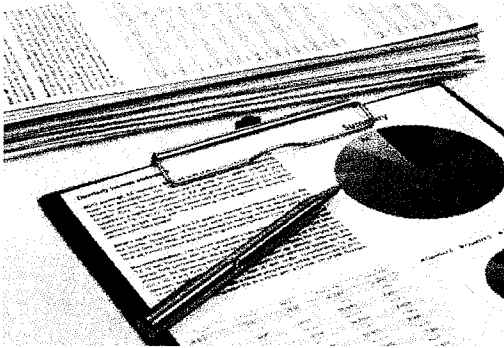
Enhanced controls and reduced risk

There are material risks associated with many of the traditional processes performed daily by the teams responsible for CAFR reporting and Budget Book creation. Gravity Public Sector Reporting™ reduces these risks by embedding controls, security, data validation, and robust audit trail reporting into the report generation process. This ability to quickly identify audit trail reports and control mechanisms can save auditors from having to perform costly tests and inspections of these processes to ensure that the proper checks and validations have been completed at the end of each reporting period.

GRAVITY™

Cloud-Based Disclosure Management

PUBLIC SECTOR REPORTING



100% Cloud-based solution

Companies can accelerate their time-to-value and lower their adoption costs with Gravity Public Sector Reporting™'s subscription-based on-cloud offering. With our cloud solution, you can add or remove users as needed while minimizing the costs related to capital equipment, software licenses and IT infrastructure.



Conclusion

Gravity Public Sector Reporting™ enables public sector organizations to reduce the risks, costs and data inaccuracies that often plague the external reporting process. With its secure, collaborative and efficient platform, Gravity Public Sector Reporting™ can transform report production and make processes more efficient and effective, while ensuring data accuracy. It delivers fast time to value and a rapid return on investment with its 100% cloud-based deployment. Most important, Gravity Public Sector Reporting™ frees your overworked teams to spend their time on high value analysis instead of on gathering and verifying data. It helps them gain the insights they need to deliver better decision support, and drive better performance in today's fast moving marketplace.

Contacts:

IGM TECHNOLOGY CORPORATION

www.igm.technology
sales@igm.technology
+1-416-928-3025
2 Bloor Street W.,
7th floor
Toronto, ON
M4W 3R1

- B. **Additional Hardware Descriptions:** Proposers should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.

Gravity – Public Sector Reporting ("Gravity") is a 100% cloud-based solution. Authorized users at the City can access Gravity with a browser on their laptop or desktop. Gravity supports the leading browsers including: Chrome, Internet Explorer and Safari.

No other hardware or software is required to run Gravity.

- C. **Guarantees and Warranties:** Each Proposer shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Proposer with the Proposal submitted.

IGM Warranty

IGM Technology Corp. ("Company" or "IGM") shall use reasonable efforts consistent with prevailing industry standards to maintain the Services (i.e. access to Gravity) in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

- D. **Project Schedule/Delivery Date:** Proposer must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the RFP. The Proposal Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.

Once IGM is in receipt of the City's Purchase Order, IGM's technical team would setup a private cloud environment within the Google Cloud Platform for the City. This process may take 1 – 2 days to setup.

Within the City's private cloud, IGM will grant access rights for the named users, as identified by the City. The users would then be asked to setup their own secure and fully confidential password.

IGM's automated cloud management process will ensure that the City of Galveston's private cloud is updated on a regular basis with any necessary patch releases and new features, as they are developed and released.

IGM Technology follows a structured approach and methodology to ensure the successful implementation of Gravity at each of our customers. Our approach and methodology includes:

- Project Planning
 - A series of meetings are conducted to: (i) determine the detailed project scope, (ii) schedule the training sessions, and (iii) identify the team members.
- Initial CAFR Configuration
 - IGM would configure part of the City's most recent CAFR within Gravity.
- User Training
 - IGM would provide training to the City's personnel, using the City's most recent CAFR that was loaded into Gravity.
- CAFR Configuration
 - IGM's consulting team would work with and support the City to complete the configuration of their 2017 CAFR.
- Go-Live
 - At this point, the City of Galveston's CAFR reporting team would be fully trained on Gravity and ready to continue to fine-tune their CAFR report.
 - Of course, IGM would be available to assist the City if they have any questions or need any type of assistance throughout the CAFR preparation process.

The estimated schedule to complete the project is as follows:

Elapsed Time	Project Stage
Week 1	Technical Setup
Week 1	Project Planning
Week 2 - 4	Initial CAFR Configuration
Week 4	Training
Week 5 - 8	CAFR Configuration
Week 8	Go-Live

Of course, the estimated schedule above assumes the City's personnel are available to participate on the project, on a timely basis.

2. Cost of Proposed Products and/or Services

- A. Pricing: Pricing shall reflect the full Scope of Work defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Schedule of Pricing: Proposer shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format: (do not use the format below if a pricing sheet is included in Appendix I, Scope of Services)

See the pricing sheet at the end of Appendix I.

3. Term of Contract and Option to Extend:

Any contract resulting from this RFP shall be effective for thirty-six (36) months upon execution by the City of Galveston. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

- A. Option Clause: It is agreed that City will have the option to extend the contract for up to two additional years, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
- B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

Vendors shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

- C. Price Increases Upon Extension: If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be four percent (4%) per year. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor's rates. City cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation. The escalation time frame will be determined by the City's Fiscal Year which begins in October and ends the following September. (example: FY 2017 October 1, 2016 – September 30, 2017)

FIRST ADDITIONAL YEAR (FY 2018) ESCALATION	4%
SECOND ADDITIONAL YEAR (FY 2019) ESCALATION	4%
THIRD ADDITIONAL YEAR (FY 2020) ESCALATION	4%
FOURTH ADDITIONAL YEAR (FY 2021) ESCALATION	4%

4. Proposer's Experience / Staff

- A. Project Team: Identify all members of the Proposer's team (including both team members and management) who will be providing any services proposed and include information which details their experience.

IGM is pleased to assign the following personnel to provide a CAFR management application:

Resource: **Avi Sucharevski**

Role: Team Lead

- The Team Lead is responsible for all aspects of the delivery of the solution. As well as providing high-level management direction to the project team, the Team Lead is also responsible for ensuring regular communication and reporting to the City.

Responsibilities: The responsibilities of the Team Lead include:

- Communicating with the CITY on a regular basis
- Project planning and scheduling
- Monitoring progress against the agreed upon schedule
- Managing any issues that may arise during the implementation process.
- Hands-on leadership of the training sessions
- Hands-on participation in providing CAFR configuration consulting services

Experience: Avi Sucharevski has extensive experience in implementing external financial reporting solutions. His experience includes:

- Director, Professional Services, IGM Technology (2016 – Present)
 - Lead professional services implementations for Gravity for the office of finance focusing on CAFR reports and other high value documents.
 - Provide financial reporting, financial close process, and financial statement preparation leadership and subject matter expertise to Gravity clients.
- Senior Project Manager, PwC Consulting Services (2011 – 2015)
 - Provided end-to-end project management services for customers within the Office of Finance
- Project Manager – Consulting Services, IBM (2010 – 2011)
 - Project Manager for the implementation of CDM at IBM customers to automate external financial reporting
- Project Manager – Consulting, Clarity Systems (2009 – 2010)
 - Project Manager for the implementation of Clarity FSR to automate external financial reporting.

Certification:

- Masters of Business Administration (2002)
 - Zicklin School of Business, Baruch College, City University of New York, U.S
 - Specialization in Finance
- Bachelor of Arts (1997)
 - Queens College, City University of New York, U.S.

Resource: Oded Solomon
Role: Consultant/Trainer

- The Consultant/Trainer is responsible for providing hands-on consulting services and training services to ensure the successful implementation of Gravity.

Responsibilities: The responsibilities of the Consultant/Trainer include:

- Conducting training sessions
- Providing implementation consulting services including assisting the DOC in:
 - Loading data into Gravity
 - Referencing data within the CAFR report
 - Applying styles to the report
 - Setting up workflow
- Supporting the City with any questions that they have regarding the application.

Experience: Oded Solomon has deep experience in designing and deploying external financial reporting solutions. His experience includes:

- Consultant & Product Manager, IGM Technology(2014 – Present)
 - Provide leadership in the design of Gravity
 - Oversee the Q&A testing of new releases of the application
 - Provide consulting services for the implementation of Gravity
- Business Analyst, Product Management, IBM (2010 – 2013)
 - Provide requirements and guidance on the functionality of CDM features, throughout the development process
 - Met with existing customers and prospective customers to showcase new features within CDM
- Engineer, Pre-Sales Group, Clarity Systems (2008 – 2010)
 - Configured Clarity FSR to demonstrate how the product would help each prospective customer automate their external reporting process

Certification

Certificate in Business Analysis (2015)

- University of Toronto

Bachelor of Arts (2001)

- University of Haifa

- B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.
- C. Business Establishment: State the number of years the Proposer's business has been established and operating. If Proposer's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

See the answer below, "Project Related Experience" for more details on IGM's principals prior experience in delivering external reporting solutions.

State the number of years' experience the business has: 4 years; and the number of employees: 18 employees.

D. Project Related Experience: All Bids must include detailed information that details the Proposer's experience and expertise in providing the requested services that demonstrated the proposer's ability to logically plan and complete the requested project.

IGM Technology has extensive experience and expertise in delivering external reporting solutions, particularly to the government sector. IGM's two founders, Isaac Gleicher (CEO, IGM Technology) and Mark Nashman (President, IGM Technology) have been delivering external reporting solutions to customers around the world, for over 10 years.

Isaac and Mark released their first external reporting solution in 2007 called Clarity FSR, when they were at Clarity Systems. Mark was the co-founder of Clarity Systems and Isaac was the CTO. Clarity FSR was deployed at hundreds of mid-sized and large customers, world-wide. Clarity FSR was recognized by the leading analysts, including Gartner, as the first widely deployed solution to automate the external reporting process.

In 2010, IBM acquired Clarity Systems, on the strength of Clarity FSR. Soon after the acquisition, Isaac and Mark released CDM – Cognos Disclosure Management, under the IBM brand. IBM continues to distribute CDM as their flagship external reporting solution.

In 2013, Isaac left IBM so that he and Mark could establish IGM Technology, to develop the next generation in external reporting solutions, called Gravity. Gravity is the culmination of our numerous years of experience and many man-years of development to arrive at a true cloud-based solution to fully automate the external reporting process.

Gravity's architecture and feature-set are clearly superior to all other solutions on the market today. We look forward to the opportunity of demonstrating our solution to the City of Galveston.

Section 2: References

5. References

Proposer shall provide four (4) references where Proposer has performed similar to or the same types of services as described herein.

Reference #1:

Client / Company Name: District of Columbia	
Contact Name: Jesse Dolojan	Contact Title: Financial Database Analyst
Phone: 202.442.8331	Email: jesse.dolojan@dc.gov
Date and Scope of Work Provided Date: Sep. 2016 Scope: The District of Columbia uses Gravity to automate the production of their CAFR. Their 2016 CAFR was produced using Gravity.	

Reference #2:

Client / Company Name: City of Plano	
Contact Name: Anita Bell	Contact Title: Budget Analyst
Phone: 972.941.7194	Email: janitab@plano.gov
Date and Scope of Work Provided Date: March 2017 Scope: The City of Plano uses Gravity to produce their budget book, which is a highly formatted document with over 300 pages.	

Reference #3:

Client / Company Name: Employees' Retirement Fund of the City of Dallas	
Contact Name: Deirdre Taylor	Contact Title: Fund Controller
Phone: 214.580-7731	Email: dtaylor@dallaserf.org
Date and Scope of Work Provided Date: December 2016 Scope: The Employees' Retirement Fund of the City of Dallas uses Gravity to produce their CAFR. Their 2016 CAFR was produced with Gravity.	

Reference #4:

Client / Company Name: Corus Entertainment Inc	
Contact Name: Patti McMullen	Contact Title: Vice President, Finance
Phone: 416.479.7000	Email: mcmullen@corusent.com
Date and Scope of Work Provided Date: February 2017 Scope: Corus Entertainment uses Gravity to produce their quarterly and year-end regulatory filings.	

5. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This proposal (does) ✓ (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

6. Federal, State and/or Local Identification Information

- A. Centralized Master Bidders List registration number: n/a.
- B. Prime contractor HUB / MWBE registration number: n/a.
- C. An individual Proposer acting as a sole proprietor must also enter the Proposer's Social Security Number: # _____ - _____ - _____. n/a

7. Emergency Business Services Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **purchasing@galvestontx.gov**.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Galveston procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

IGM would be pleased to provide emergency contact information to the City if we are awarded the contract.

8. Cooperative Governmental Purchasing Notice

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this RFP from the successful Proposer. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Proposer and be responsible for ensuring full compliance with the RFP specifications. Prior to other governmental entities placing orders, the City will notify the successful Proposer of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

[✓] Yes, Others can purchase **[] No, Only the City**
can purchase.

II. ***CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:***

1. **Delivery of Products and/or Services**

- A. **Payment Terms**: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: accountspayable@galvestontx.gov. See Appendix H for ACH Payment Information, if you elect to receive your payments according to Appendix H, fill out the form and return with your documents.
- B. **Warranty of Products and Services**: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. **Late Delivery or Performance**: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.
- D. **FOB (delivery charges)**: All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Proposer. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Proposer at no additional cost to the City.

- E. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.
- F. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.
- G. Liquidated Damages: The parties agree that, if the Project is not completed within the time specified plus any extensions of time allowed pursuant thereto, the actual damages sustained by the Owner because of any such delay will be uncertain and difficult of ascertainment, and that the reasonable foreseeable value of the use of said project by the Owner would be the sum of \$250.00 per calendar day. The Contractor therefore agrees to pay, and the Owner agrees to accept, as liquidated damages and not as a penalty, the sum of \$250.00 per calendar pay for each day's delay in fully completing said project beyond the time specified in the Contract and any extensions of such time allowed there under.
- H. Change Orders: per Texas Local Government Code Sec. 252.048. CHANGE ORDERS. (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.
- (b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.
- (c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.
- (c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of \$100,000 or less, or a lesser amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.
- (d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

2. Miscellaneous

- A. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer-employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Purchasing Supervisor. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Liens: Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. Gratuities / Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- E. Financial Participation: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Proposer certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.
- H. Authority to Enter Contract – City: The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include "approved as to form" and be signed by the City Attorney before the City Manager will execute the contract. Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City's Legal Department prior to being signed by the City Manager, (City's authorized representative).
- I. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.

- J. **Non-Discrimination:** During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. In the event the contractor violates this non-discrimination clause, such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin.

3. **Financial Responsibility Provisions**

- A. **Insurance:** The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Work, Appendix I) as City may require, naming the City of Galveston as the additional insured:
- i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
 - ii. Commercial General Liability insurance for at least One Million Dollars (\$1,000,000) on a per occurrence basis, with a Two Million (\$2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;
 - iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;
 - iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Work.

Insurance coverage shall be on an "occurrence basis"

- B. **Indemnification:** In Accordance with State Law, the contractor agrees to indemnify, save, and hold harmless the City of Galveston, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgements, or liabilities, for personal injury, death, or property damage resulting from the acts or omissions of anyone under the contractor's supervision or control.

In the event of any cause of action or claim asserted by a party to this agreement or any third party, the City will provide the contractor with timely notice of such claim, dispute or notice. Thereafter, the contractor shall at its own expense, faithfully and

completely defend and protect the City against any and all liabilities arising from this claim, cause of action, or notice.

- i. Indemnity for Intellectual Property: Proposer hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Proposer agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.
- C. Bond Requirements: Prior to the commencement of work on this Project, Proposer shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City:
- i. Proposal bonds are required for Proposals over \$25,000.00 in the amount of 5% of the total Proposal amount.
 - ii. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
 - iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and
 - iv. A maintenance bond insuring full and prompt maintenance, repair and/or replacement of the goods to be provided by Proposer for a period of two years from date of acceptance by the City.

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer's family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a Proposal to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4A and 4B development corporations;
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Galveston who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a "Conflict of Interest Questionnaire" (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or Proposals, correspondence, or other writing related to a potential contractor agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a Proposal or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. ***The Finance Department is required by law to post the statements on the City's website.***

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE
USE
ONLY**Date
Received**1. Name of person who has a business relationship with local governmental entity.**

N/A

2. ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship._____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
☐ Yes ☐ No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
☐ Yes ☐ No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
☐ Yes ☐ No
- D. Describe each employment or business relationship with the local government officer named in this section.

4._____
Signature of person doing business with the governmental entity10/7, 2017
Date

Adopted 06-29-2007

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix C – Property Tax Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
"NON-RESPONSIVE."**

The City of Galveston, Texas has adopted the following policy:

The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

☒ I do not owe the City property taxes that are delinquent.

☐ I owe City property taxes that are delinquent on property located at

ITZHAK GUEICHER
Proposer's Printed or Typed Name

Proposer's Signature

Date

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix D – Nepotism Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
"NON-RESPONSIVE."**

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Proposer or Bidder is an individual:

_____ I am not related by blood or marriage to any official or employee of the
City of Galveston

_____ I am related by blood or marriage to the following official(s) or employee(s)
of the City of Galveston

Name and title of City Official

Or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

☒ The officers of the company submitting this bid or proposal are not related by
blood or marriage to any official or employee of the City of Galveston.

_____ The officers of the company submitting this Proposal are related by blood or marriage to the
following official(s) or employee(s) of the City of Galveston.

Name and title of officer: _____

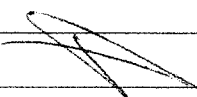
Employee and title of City Official or Employee: _____

Relationship: _____

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix E – Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS PROPOSAL IN COLLUSION WITH ANY OTHER PROPOSER, AND THAT THE CONTENTS OF THIS PROPOSAL AS TO PRICES, TERMS OR CONDITIONS OF SAID PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS PROPOSAL.

VENDOR IGM Technology Corp.
ADDRESS 2 Bloor Street West, 7th floor
Toronto, ON M4W 3E2
PHONE 416 928 3025
FAX 416 972 5071
PROPOSER (SIGNATURE) 
PROPOSER (PRINTED NAME) ITZHAK GLEICHER
POSITION WITH COMPANY CEO
SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS PROPOSAL 
COMPANY OFFICIAL
(PRINTED NAME) Itzhak Gleicher
OFFICIAL POSITION CEO

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

Appendix F – Document 00435

THE CITY OF GALVESTON, TEXAS

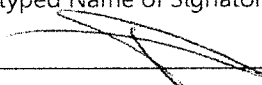
DOCUMENT 00435, REQUIRED BY ALL PROPOSERS WHO WILL RECEIVE FEDERAL FUNDS IN PAYMENT OF PROCUREMENT.

PROPOSER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Proposer agrees that by submitting this proposal that Proposer will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

ITZHAK GLEICHEN
(Printed or typed Name of Signatory)


(Signature)

July 7, 2017
(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

Appendix H – ACH Form



The City of Galveston would like to thank you for the services you and your company have provided for us in the past, present, and in the future. For those services provided you have more than likely received payments via a paper check in the mail. As we all know, that process is slow, inefficient, and costly for us and for you as the recipient.

Mail can be delayed, lost, or even stolen causing payments to be late and we may then face penalties and late fees. The City of Galveston would like to streamline our payment process with electronic payments. These payments will be transferred electronically from our financial institute to your financial institute. The process will get your payments to you in a quicker, more reliable, and more efficient manner.

If you would like to sign up to start receiving all of your payments via ACH / Wire Transfers, please fill out the authorization forms and return to the City of Galveston Finance Department.

Please email to:

accountspayable@galvestontx.gov

Or mail to:

City of Galveston
Finance Department
P.O. Box 779
Galveston, TX
77553

If you have any questions or concerns, please do not hesitate to call Accounts Payable at 409.797.3569. Please put the Purchase Order Number on your invoices to ensure prompt payment. Again, we appreciate you and the services your business provide for the City of Galveston.

Sincerely,

A handwritten signature in black ink that reads "Michael W. Loftin". The signature is written in a cursive style with a horizontal line at the end.

Michael W. Loftin
Assistant City Manager – Finance

Appendix H – ACH Form continued



City of Galveston

ACH Payment Agreement Form

Authorization Agreement

I hereby authorize City of Galveston to initiate ACH deposits to my account at the financial institution named below.

Further, I agree not to hold City of Galveston responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until City of Galveston receives a written notice of cancellation from me or my financial institution, or until I submit a new ACH Payment form to the City of Galveston Finance Department. You may keep this form to submit with your first invoice.

Account Information

Name of Financial Institution: TD Canada Trust
Financial Institute Address: 4841 Yonge st. Sheppard Ctr, Toronto, ON, M3N 5X2
Routing Number: 000419762
Account Number: 7307681
SWIFT Code: (if applicable) TDOMCATTTOR

Signature

Company Name: IGM Technology Corp
Authorized Signature: [Signature] Date: July 7, 2017

THIS FORM IS OPTIONAL; IT CAN BE RETURNED WITH INVOICE IF AWARDED THE CONTRACT.

Appendix I – Scope of Work

Section 3: Proposal, Solution, Internal Control, Formatting

Gravity - Overview

IGM Technology's flagship application is called Gravity. Gravity is a 100% cloud-based, enterprise-scalable reporting and process automation solution that enables users to collaboratively merge enterprise data with narrative analysis in a controlled and auditable environment. It enables organizations both large and small to automate the collection of data in a single, dynamic reporting and analysis solution.

With Gravity, multiple participants can collaborate in the assembly of complex reports, working independently while ensuring that proper controls and approvals are in place.

A. General Requirements:

1. Produce GAAP compliant financial statements.

Yes. Gravity can be used to easily produce GAAP compliant financial statements.

2. Produce all components (cover, organizational charts, graphs, text files, spreadsheets, scanned documents) of the CAFR using a single software solution.

Yes. Gravity will produce all components of the CAFR, including: cover page, organizational charts, graphs, text files, spreadsheets, and scanned documents.

3. Publish the CAFR from a single software solution to a Portable Document Format (PDF).

Yes. Gravity can publish the CAFR in .pdf format.

4. Ability to save and review multiple versions including the final CAFR.

Yes. Gravity makes it easy to save and review multiple versions including the final CAFR.

5. Support staff to address issues or technical problems.

Yes. IGM Technology's Support Team is available to address issues or technical problems during normal business hours (from 9 am to 8 pm Eastern time) as well as to address emergency issues at any time, 24/7 365 days a year.

6. Offeror to provide full first-year implementation for the project.

Yes. The Gravity Implementation Starters Kit includes 8 hours of hands-on training as well as full first-year implementation for the project.

B. Specific Requirements:

Explain how your company will successfully plan and implement services to support the automation of the City's CAFR.

Approach and Methodology

IGM Technology follows a structured approach and methodology to ensure the successful implementation of Gravity at each of our customers. Our approach and methodology includes:

Project Planning

IGM's Project Team would meet with the City of Galveston's CAFR Reporting Manager / Project Sponsor to review the project's scope and timing.

During our initial planning meeting(s) with the City of Galveston we would:

- Identify the high-level implementation timeline
- Schedule the training sessions
- Identify the roles and responsibilities of all members of the project team
- Confirm the high-level project scope
- Define the key metrics for success

We typically use the customer's most recent CAFR as a starting point to define the project's scope. We then probe to find any issues or concerns that may exist in the current CAFR preparation process. Gravity includes a comprehensive set of functionality to easily address these issues and many others. Our implementation methodology ensures that the City of Galveston will be able to produce their CAFR in a secure, efficient and auditable platform.

At the conclusion of the Project Planning phase we will have a clear definition of the project's scope and a detailed project implementation timeline.

Technical Setup

Gravity leverages the Google Cloud platform, the most trusted cloud platform on the market today. Each customer would have their own "private cloud" that would reside within the Google Cloud platform.

Within the City's private cloud, IGM will grant access rights for the named users, as identified by the City. The users would then be asked to setup their own secure and fully confidential password.

IGM's automated cloud management process will ensure that the City of Galveston's private cloud is updated on a regular basis with any necessary patch releases and new features, as they are developed and released.

User Training

Training programs are most effective when the client is trained using their own data and their own reports. As a result, IGM's training program uses the client's own CAFR in the training sessions. At the conclusion of the training process the City of Galveston would fully understand how to use Gravity, plus the City would have already configured part of their CAFR.

CAFR Configuration

With guidance and hands-on assistance from IGM's consulting team, the City of Galveston would use Gravity to configure their most recently published CAFR inside the application. Then, once this report has been completed, they would roll this report forward to become the basis for the next year's CAFR.

Go-Live

At this point, the City of Galveston's CAFR reporting team will be fully trained on Gravity and ready to continue to produce their CAFR report.

Of course, Gravity's implementation and support team would be available to assist the City if they have any questions or need any type of assistance throughout the CAFR preparation process.

1. Import (e.g. interfaces, extracts) and map (simple/multiple/level) data from Banner financial accounting software and other data bases into the software solution.

Yes. With Gravity, data can be loaded into the application and then referenced throughout the document to automatically update numerical data, narrative text, and charts. The typical process to load data into Gravity and reference the data within a report is as follows:

Step 1: Load Data File(s)

Gravity provides the ability to easily load one or many data files into the Gravity cloud platform. User (with the appropriate security) would use Gravity to select one or many data files. Gravity would then upload the file(s) into the cloud.

Gravity can easily load data from the Banner financial accounting software and/or from other data bases.

Step 2: Create a Reporting Hierarchy (Optional)

Once the data file is in the Gravity cloud, users can optionally direct Gravity to roll-up the data according to one or many reporting hierarchies.

Step 3: Reference Data within the Report

Users can then select a subset of the data to appear on a specific statement or disclosure. At this point a link is automatically established between the Gravity data model and the specific statement or disclosure. From now on, anytime the underlying database is updated, this statement or disclosure will also be automatically updated - in real-time.

Step 4: Variables

Gravity provides a comprehensive and easy-to-use variable system. Any cell or group of cells in a spreadsheet can become a Gravity Variable. You can place Gravity Variables inside paragraphs of text. In this way, any change to the data model, will trigger an update to the spreadsheets, which will then trigger an update to the variables inside the text documents. Therefore, loading an updated data file into Gravity will trigger an update of all of the data points throughout the entire document.

This same method ensures that charts and graphs are also automatically up-to-date. Users can use spreadsheet objects to define any number of charts or graphs. The data on these charts or graphs is also driven by the Gravity data model.

2. Incorporate documents from Microsoft Office products including Excel, Word, PowerPoint, Outlook and Visio.

Yes. With Gravity, any type of document can be incorporated into the report, including: Excel, Word, PowerPoint, Outlook and Visio.

3. Users should have the ability to reload a new set of financial data into the application and have the entire report updated automatically.

Yes. Users can reload a new set of financial data into the application and update the entire report automatically. This reload process can happen any number of times.

4. Produce financial statements on the modified accrual and accrual basis of accounting; including the conversion from the modified accrual basis to the accrual basis.

Yes. With Gravity, the City will be able to easily produce financial statements on the modified accrual and accrual basis of accounting; including the conversion from the modified accrual basis to the accrual basis.

5. Produce financial statements that auto-calculate, link, foot and crossfoot.

Yes. As data rolls-up according to the reporting hierarchy, Gravity automatically applies financial rounding to the numbers. Financial rounding can be applied to the dollars, thousands or millions, so that subtotals automatically tie-out to the data elements that make them up. With Gravity, it is easy to produce financial statements that auto-calculate, link, foot and crossfoot.

6. Capable of adding annotated references (e.g., tick marks or footnotes) to any Microsoft Office document.

Yes. You can add annotated references (including tick marks or footnotes) to any of the Microsoft Office documents that have been loaded into Gravity.

7. Create journal entries and track adjustments for the CAFR that dynamically update data across the statements via the journal preparation feature. Allow for posting to government wide and by specific funds.

Yes. With Gravity, you can create journal entries and track adjustments for the CAFR that dynamically update data across the statements via the journal preparation feature. Gravity provides the ability for users to post journal entries government wide and by specific funds.

8. Systematically handle data rounding to ensure balanced statements.

Yes. Gravity provides the ability to apply financial rounding to the data. Gravity's financial rounding algorithm automatically rounds values to dollars, thousands or millions - as defined by the user. As necessary, Gravity will automatically adjust one of the data elements in each sub-total to ensure that each sub-total ties out to the sum of the individual data elements. Gravity also provides the ability for users to modify the results of the auto-financial rounding algorithm, to move the balancing entry to a different account, if desired. Users can then retrieve the original data values and/or the rounded values from the Gravity database on each statement or disclosure.

The rounding algorithm is automatically re-applied each time a new set of data is loaded into the application.

9. Software should accommodate a minimum of 8-10 concurrent users.

Gravity can support an unlimited number of named users. [Note: Gravity is licensed by named users.]

10. Provide for multiple users to access the software solution simultaneously without overriding or conflicting versions.

Yes. Gravity provides the ability for multiple participants to easily collaborate in the assembly of the report. Multiple people can work on the same report, at the same time. Each user would simply login to Gravity and open up the section(s) of the report that they want to work on. Gravity's Workflow controls which users can access which parts of the report, at any given time. Gravity makes it easy for multiple users to work on the same report, at the same time.

Gravity also ensures that changes to the document happen in real-time. Edits to the document are saved back to the Gravity database in real-time, without users having to click "save". Furthermore, Gravity provides a comprehensive audit trail. All changes made to a report are recorded in a clear and easy-to-access audit trail. The audit trail includes: who made the change, what was changed and when the change occurred. You can even use the audit trail to revert a section of the document back to its status at a prior point in time.

11. Link numbers in the financial statements/software solution to the transmittal letter, management's discussion and analysis (MD&A) and statistical schedules.

Yes. Once data has been loaded into the Gravity database, the data is available to be referenced on any number of reporting objects. Gravity makes it easy to share data between reporting objects and even between different reports. All you need to do is link the appropriate data into each reporting object.

Gravity's data model is a single central data model that is available to be accessed onto any section of any report. In this way, you can easily link numbers in the financial statements to the transmittal letter, management's discussion and analysis (MD&A) and statistical schedules.

12. Drill down (at all mapping levels) to see the items making up a specific amount.

Yes. Gravity provides the ability for users to define one or many hierarchical rollup structures for the financial data. Users can easily drill down (at all mapping levels) to see the items making up a specific amount.

13. Ability to archive multiple years of the CAFR.

Yes. With Gravity, you can archive any number of historical reports.

14. Customizable, secure access by user, including workflow.

Yes. Gravity provides a powerful security module to control access to the application, which can be easily customized. Gravity's security module is made of up three distinct layers: Application Security, Report Security and Workflow Security.

Gravity's Application Security controls which parts of the application are made available to each user or group of users. For example, Gravity's Application Level security controls who can create or delete a report.

Gravity's Report Level security controls which reporting level functions are made available to each user or group of users. For example, Gravity's Report Level security controls who can create or delete a section in the report.

Gravity's Workflow Security controls who has access to each section of each report, at any point in time. Workflow controls whether users have the right to edit, make suggestions, or only view a specific section of the document.

15. Provides for a complete audit trail (distinguishing source systems and transactions).

Yes. Gravity provides a comprehensive audit trail. All changes made to a report are recorded in a clear and easy-to-access audit trail. The audit trail includes: who made the change, what was changed and when the change occurred. You can even use the audit trail to revert a section of the document back to its status at a prior point in time.

Gravity also provides a clear audit trail of all changes made to its data model. As new data files are loaded, prior versions are retained - to provide a clear history of all data loaded into the application.

16. Ease of use for the end user to use and operate the solution, create ad-hoc reports or modify existing reports, and create internal monthly and quarterly financial reports.

Yes. Gravity was designed with ease-of-use in mind. It is easy for end-users to use and operate the solution, create ad-hoc reports or modify existing reports, and create internal monthly and quarterly financial reports. Reporting objects are typically spreadsheets or text documents - which finance users are already very familiar with. This makes it easy for end-users to begin using the application quickly and competently.

C. Internal Control Requirements:

This software should assist in the preparation, organization, referencing, review and retention of workpapers created during audits conducted in accordance with Government Auditing Standards issued by the U.S. Government Accountability Office, the Statements on Auditing Standards issued by the American Institute of Certified Public Accountants, and other professional auditing standards. The use of automated workpaper software should increase the efficiency of workpaper preparation and review.

Describe how your solution:

1. Provides a full audit trail of every change made to the report.

Yes. Gravity provides a comprehensive audit trail. All changes made to a report are recorded in a clear and easy-to-access audit trail. The audit trail includes: who made the change, what was changed and when the change occurred. You can even use the audit trail to revert a section of the document back to its status at a prior point in time.

In addition to tracking all changes made to the report, Gravity also tracks all changes made to the control systems. This includes tracking all changes made to: checklists, controls and analytical tests.

2. Creates a record of all changes made to a file (database) and maintains an audit trail or log of all operations, including the import of every audit test, carried out on the database. Entries are tagged with the user ID from the Windows login.

Yes. Gravity provides a clear audit trail of all changes made to its data model. As new data files are loaded, prior versions are retained - to provide a clear history of all data loaded into the application. Gravity tracks what data was loaded, which users loaded the data (based on their user ID), and when the new data was loaded. This would include the import of every audit test carried out on the database.

3. Compares, joins, appends and connects different files from different sources.

Yes. Gravity provides the ability to perform compares, joins, appends and connects from different files and from different sources.

4. Allows users to automatically compare two versions of the report, to visually identify which elements of the report have changed.

Yes. Gravity provides a "compare" feature where users can easily select two versions of the same report to be compared. Gravity would then visually identify which elements of the report have changed between these two versions of the report.

5. Enables tight internal controls.

Yes. Gravity provides a sophisticated set of internal controls. Check-lists can be created and managed within Gravity to ensure that all participants follow the appropriate process. These checklists move through a structured process, where they can be completed, reviewed and approved.

Gravity's Internal Controls also provide a set of analytical objects to automatically display charts, graphs and tables of the relevant data. Users can easily configure analytical controls to provide historical trends, peer comparison analysis, or ratio analysis.

Gravity's Internal Controls can also provide automatic validation tests to ensure that the data is accurately presented throughout the report. For example, you could configure an object to compare totals on the balance sheet with totals in the notes - to ensure that data is being presented consistently throughout the document.

6. Provides user and/or role-based security.

Yes. Gravity's Security can be based on specific users or roles.

7. Supports the review cycle, where multiple participants can review and comment on the final draft(s) of the report.

Yes. Gravity provides a "Review Management" feature whereby multiple participants can review and comment on the final draft(s) of the report. The system would automatically track each suggested change or comment made by each user, as well as track what action was taken as a result of each suggestion. In this way, Gravity not only provides a comprehensive audit trail of the report creation process, but Gravity also provides a comprehensive audit trail of the review process as well.

D.Formatting Requirements:

Describe how your solution:

1. Can produce highly formatted report output.

Yes. Gravity's sophisticated report publishing engine makes it easy to produce highly, formatted report output. Users are able to work with spreadsheets and text editors, as their primary interface into the application. This familiar interface makes it easy for users to configure reports and apply styles. Gravity's report publishing engine then takes the content and the style definitions and produces extremely high quality report output.

2. Allows for advanced formatting features within the application.

Yes. Gravity allows for advanced formatting features within the application. Some of the advanced formatting features available within the application include: (i) ability to dynamically flip between portrait and landscape within the same report, (ii) odd/even page numbering (where the page number alternates between bottom left and bottom right of the pages), (iii) dot leaders (commonly used in table of contents, to visually link the section description to the page number), (iv) side-by-side presentation of pages (for very wide tables), (v) automatic index at the end of the report, (vi) advanced charting objects, and much more.

3. Can dynamically create a Table of Contents with automatic page numbering.

Yes. With Gravity, you can dynamically create a Table of Contents with automatic page numbering. You can even have "links" from the table of contents to jump directly to each section of the report.

4. Ensures that tables are formatted consistently in regards to margins, table layout and size, column widths, and fonts and styles.

Yes. Gravity's report generation engine automatically ensures consistent styles within tables, including consistent: margins, table layout and size, column widths, fonts and styles. In this way, Gravity reports look like all of the components belong together and flow from one section to another.

E. Technical Requirements:

1. The City is seeking a solution that is browser based and is compatible with Microsoft Windows.

Yes. Gravity is a 100% cloud-based solution. Users interact with the application via a browser on their desktop. Microsoft Windows is fully supported as a desktop operating system for the users.

2. "Enhanced Security" features and controls to ensure the protection of City data.

Yes. Gravity provides numerous enhanced security features to protect the City's data. Each Gravity customer gets their own private cloud. In this way, you are ensured that only the City's users have access to your cloud platform.

Gravity's 3-tiered security architecture further ensures that only the right people have access to the right data. Our 3-tiered security layers include: Application Security, Report Security and Workflow Security.

Gravity's Application Security controls which parts of the application are made available to each user or group of users. For example, Gravity's Application Level security controls who can create or delete a report.

Gravity's Report Level security controls which reporting level functions are made available to each user or group of users. For example, Gravity's Report Level security controls who can create or delete a section in the report.

Gravity's Workflow Security controls who has access to each section of each report, at any point in time. Workflow controls whether users have the right to edit, make suggestions, or only view a specific section of the document.

Furthermore, Google's Cloud infrastructure is the most secure platform available on the market today. Please see the document from Google called, "Google for Work Security and Compliance Whitepaper - How Google protects your data" for more information on Google's security platform:

<https://static.googleusercontent.com/media/gsuite.google.com/en//files/google-apps-security-and-compliance-whitepaper.pdf>

3. Support the direct upload of data from local sources to the application's data model.

Yes. Gravity supports the direct upload of data from local sources to the application's data model. Gravity provides an "upload" function whereby users can select a file from a local source and then upload that file into the Gravity cloud. Any number of files can be uploaded into the Gravity cloud. As well, any number of iterations of each file can be uploaded, any number of times. The upload process is fast, secure and efficient.

4. Flexibility in regards to the timing of when the City can accept upgrades and patches to the application.

IGM Technology follows a structured methodology in regards to when upgrades and patches are applied to each customer. In general, point upgrades and patch releases are applied every 6 to 8 weeks. The deployment of hot fixes for specific customer issues are deployed as required, based on coordination with the customer.

Yes. The City would have the ability to control the timing of when the City can accept upgrades and patches to the application. The City would simply contact IGM's Support desk if they would like to stop patches from being applied for a specific period of time.

Section 4: Sample Reports

The following links provide a few examples of the types of reports that have been produced by our clients using Gravity:

District of Columbia – 2016 CAFR

<https://cfo.dc.gov/sites/default/files/dc/sites/ocfo/publication/attachments/FY%202016%20DC%20CAFR.pdf>

Employees' Retirement Fund of The City of Dallas – 2016 CAFR

<https://www.dallaserf.org/sites/default/files/pdf/publications/financial/ERF16CAFR.pdf>

Section 5: Cost

Proposal for 8 Named Users:

Software Services	Quantity	Unit Annual Licensing Fee (USD)	Total Annual Licensing Fee (USD)
Gravity – Public Sector Reporting, Starter-Kit - Access to Gravity for 1 year - For 5 named users - 24 x 7 Gravity Technical Support	1	\$16,000	\$16,000
Additional Named User - Access to Gravity for 1 year - 24 x 7 Gravity Technical Support	3	\$1,000	\$3,000
Total Annual Licensing Fee			\$19,000

The Gravity Starters pack includes:

- Up to 8 hours of on-line training
- IGM Consulting Services assistance in setting up and using Gravity to produce the 2017 CAFR



CITY OF GALVESTON – RFP # 17-24
REQUEST FOR INFORMATION # 1
COMPREHENSIVE ANNUAL FINANCIAL REPORTING SOFTWARE

Date: 7/24/2017
To: Itzhak Gleicher, IGM Technology Corp.
Subject: RFI No. 11
Comprehensive Annual Financial Reporting Software

Please email a color copy of the attached, acknowledged Addendum 1.

Thank you for your assistance. Provide the response in an email to purchasing@galvestontx.gov within 2 business days of receipt of the RFI. Send the acknowledgement of receipt of RFI #1 to purchasing@galvestontx.gov. The response must include this RFI with a signature from the person that signed the original documents.

A handwritten signature in black ink, appearing to be "Itzhak Gleicher", written over a horizontal line.

Authorized Signature

July 24, 2017
Date



Date: 7/20/2017
To: Prospective Bidders
Subject: Addendum No. I – Comprehensive Annual Financial Reporting Software Questions and Answers

This addendum forms part of the bidding and contract documents and modifies the original bidding documents dated 6/26/2017. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT BIDDER TO DISQUALIFICATION.

Questions and Answers:

1. How many users are involved in CAFR production and review processes? 8 people, currently. Both are primary and seasonal users.
2. Does the City of Galveston have plans to schedule product demonstrations with all responding vendors? Yes.
3. Can we submit proposals via email? No. Only hard copy proposals will be considered responsive.
4. Will proposals that partner with software companies be considered? Yes.
5. Is a bid bond required for this solicitation? No.
6. What is the source financial application currently being used? Banner.
7. How is financial data consolidation being performed today (e.g. spreadsheets, system, hybrid), if any portion of financial data consolidation is within a system today? Performed by outside auditors.
8. Has the City participated in any solution demos specific to this initiative? If so, what demos have taken place? No.

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.



Authorized Signature

July 24, 2017

Date

ITZHAK GLEICHER

Printed Name

IGM TECHNOLOGY CORP

Company Name

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID



CITY OF GALVESTON – RFP # 17-16
REQUEST FOR INFORMATION # 2
COMPREHENSIVE ANNUAL FINANCIAL REPORTING SOFTWARE

Date: 8/22/2017

To: Leigh Solomon, IGM Technology
Itzhak Gleicher

Subject: RFI No. 2
Comprehensive Annual Financial Reporting Software

Please provide a response to the following inquiries:

- Define the specific "Part(s)" of the City's recent CAFR that IGM will configure.
- Which part of the configuration would the City be responsible for?
- How much of the cost is related to implementation costs in year 1?
- What is the annual pricing in year 2 and year 3?
- What is included in the "starter-kit"?
- What is their time zone?
- Provide Support level agreement
- Specific layout of the source file; what are the required fields?
- Can we arrange to get more hours of training in addition to the 8 hours stated in their response?

Thank you for your assistance. Provide the response in an email to purchasing@galvestontx.gov; by August 25th, 2017 at 2:00 p.m. CST. Send the acknowledgement of receipt of RFI #1 to purchasing@galvestontx.gov. The response must include this RFI with a signature from the person that signed the original documents.

ITZHAK GLEICHER

Authorized Signature

AUGUST, 23, 2017

Date



Response to RFI Questions

CITY OF GALVESTON – RFP # 17-16

REQUEST FOR INFORMATION # 2

**COMPREHENSIVE ANNUAL FINANCIAL REPORTING
SOFTWARE**

August 23, 2017

Questions & Answers

- **Define the specific “Part(s)” of the City’s recent CAFR that IGM will configure.**
 - IGM will configure all sections of the City’s most recent CAFR.
 - To assist in this process, the City would provide IGM with a copy of the MS-Word and MS-Excel files and any other source documents that the City used to produce the most recent CAFR.
- **Which part of the configuration would the City be responsible for?**
 - After the City is trained on the application, the City would be responsible for:
 - Reviewing and approving last year’s CAFR report, as produced by Gravity.
 - Running the “Roll Over” feature within Gravity, to automatically prepare the CAFR for the next period.
 - Loading the City’s financial data into the application, and linking the appropriate financial data to each statement and disclosure.
 - Modifying the content in the report, as required, to prepare this year’s CAFR.
 - Reviewing and approving all sections of the CAFR
 - Of course, IGM will provide active, hands-on coaching assistance to the City throughout this process.
- **How much of the cost is related to implementation costs in year 1?**
 - The fees listed in our proposal are for the annual licensing fees for the software. As part of the Starter-Kit, IGM provides the first-year implementation services at no cost.
- **What is the annual pricing in year 2 and year 3?**
 - The annual licensing fee for the software would increase by 4% per year. So, the pricing for years 1, 2 and 3 would be:
 - Year 1: \$19,000
 - Year 2: \$19,760
 - Year 3: \$20,550
 - These fees assume 8 Named Users. Additional Named Users could be licensed at \$1,000 per user, per year.
- **What is included in the “starter-kit”?**
 - The Starter-Kit includes:
 - The ability for 5 Named Users to access the application, for 1 year.
 - Support services available 24 hours per day, 365 days a year.
 - Implementation services to help the City setup last year’s CAFR in the application and provide coaching assistance to support the City in using Gravity to produce this year’s CAFR.

- **What is their time zone?**
 - IGM Technology's head office is located in the Eastern time zone.
- **Provide Support level agreement**
 - IGM provides Technical Support to our customers via both telephone and electronic mail on weekdays during the hours of 9:00 am through 8:00 pm Eastern time, with the exclusion of Federal Holidays ("**Support Hours**").
 - Customers may initiate a helpdesk ticket during Support Hours by calling IGM's hot line support telephone number or by emailing **support@igm.technology**
 - IGM uses commercially reasonable efforts to respond to all Helpdesk tickets within four (4) hours, during Support Hours.
 - IGM also provides emergency support for all hours outside of the Support Hours, for emergency situations. Customer may initiate emergency support by calling IGM's emergency support line anytime outside of regular Support Hours.
- **Specific layout of the source file; what are the required fields?**
 - The source file is typically a comma delimited text file. The source file can have any number of columns. There are no specific required fields.
- **Can we arrange to get more hours of training in addition to the 8 hours stated in their response?**
 - From IGM's experience, 8 hours is more than sufficient to train the City's staff on how to effectively use the application. However, if the City would like to schedule additional training, then IGM would be happy to provide additional training at \$175 per hour. Training is typically provided over the web. However, IGM would be happy to perform training on-site, at the City's offices, if desired. Of course, travel expenses would be additional in this situation.



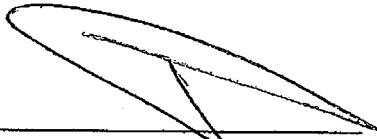
CITY OF GALVESTON – RFP # 17-16
REQUEST FOR INFORMATION # 3
COMPREHENSIVE ANNUAL FINANCIAL REPORTING SOFTWARE

Date: 8/23/2017
To: Leigh Solomon, IGM Technology
Itzhak Gleicher
Subject: RFI No. 3
Comprehensive Annual Financial Reporting Software

Please provide a response to the following inquiry:

Regarding bullet 2 of the response to RFI #2 – Loading the City's financial data into the application and linking the appropriate financial data to each statement and disclosure. Will the City have to re-link the financial data every time a new csv file is imported? And, will we have to re-link every years after running each roll over?

Thank you for your assistance. Provide the response in an email to purchasing@galvestontx.gov; by August 24th, 2017 at 2:00 p.m. CST. Send the acknowledgement of receipt of RFI #3 to purchasing@galvestontx.gov. The response must include this RFI with a signature from the person that signed the original documents.



Authorized Signature

August 24, 2017
Date



Response to RFI Questions

CITY OF GALVESTON – RFP # 17-16

REQUEST FOR INFORMATION # 3

**COMPREHENSIVE ANNUAL FINANCIAL REPORTING
SOFTWARE**

August 24, 2017

Questions & Answers

- **Regarding bullet 2 of the response to RFI #2 – Loading the City’s financial data into the application and linking the appropriate financial data to each statement and disclosure. Will the City have to re-link the financial data every time a new csv file is imported? And, will we have to re-link every years after running each roll over?**
 - The City will NOT have to re-link the financial data every time a new csv file is imported. Gravity retains all data links in the system. When a new csv file is loaded into the system, the financial data throughout the report will be updated automatically.
 - During the rollover process all data links are also retained. The City will NOT have to re-link the data following the roll over process. Following the roll over process, the City could load data for the new fiscal year. Gravity would then use the existing links to automatically update the report with the latest financial data.



CERTIFICATE OF LIABILITY INSURANCE

This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS

City of Galveston
823 Rosenberg

Galveston, TX 77553

2. INSURED'S FULL NAME AND MAILING ADDRESS

IGM Technology Corp.
2 Bloor Street West, 7th Floor

Toronto, ON M4W 3E2

3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)

Application Service Provider & Consultant - Cloud Based Software Services
Worldwide Coverage

4. COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
				COVERAGE	DED.	AMOUNT OF INSURANCE
COMMERCIAL GENERAL LIABILITY ☐ Claims Made OR ☒ Occurrence ☒ Products and/or completed operations ☐ Employer's Liability ☐ Cross Liability ☐ Waiver of Subrogation ☐ Tenants Legal Liability ☐ Pollution Liability Extension ☒ E&O - Claims Made ☒ Employers Liability ☐ Non-Owned Automobiles ☐ Hired Automobiles	Beazley Canada Limited B160215	2017/ 9/ 8	2018/ 9/ 8	Commercial General Liability Bodily Injury and Property Damage Liability - - General Aggregate	1,000	2,000,000
				- Each Occurrence		2,000,000
				Products and Completed Operations Aggregate		2,000,000
				☒ Personal Injury Liability ☐ Personal and Advertising Injury Liability		2,000,000
				Medical Payments		
				Tenants Legal Liability		
				Pollution Liability Extension		
				E&O - Claims Made	1,000	500,000
				Employers Liability		1,000,000
				Non-Owned Automobile		
				Hired Automobiles		
				Bodily Injury and Property Damage Combined		
				Bodily Injury (Per Person)		
				Bodily Injury (Per Accident)		
EXCESS LIABILITY ☐ Umbrella Form ☐				Each Occurrence		
				Aggregate		
OTHER LIABILITY (SPECIFY) ☐ ☐ ☐ ☐						

5. CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS

Walter Roberts Insurance Brokers Inc.
110 West Beaver Creek Road Suite 22
Richmond Hill, ON L4B 1J9

BROKER CLIENT ID: IGMT01

7. ADDITIONAL INSURED NAME AND MAILING ADDRESS

(Commercial general Liability - but only with respect to the operations of the Named Insured)

City of Galveston
823 Rosenberg

Galveston, TX 77553

8. CERTIFICATE AUTHORIZATION

Issuer	Walter Roberts Insurance Brokers Inc.	Contact Number(s)	
Authorized Representative	Marilyn Feder	Type	No
		Type Phone	No (905) 764-8061
Signature of	X <i>M. Feder</i>	Type Fax	No (905) 764-8066
		Date	2017 9 11
Authorized Representative		Email Address	mfeder@walterrobertsinsurance.com

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-258900

Date Filed:
09/11/2017

Date Acknowledged:
09/18/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

IGM Technology Corp.
Toronto Ontario Canada

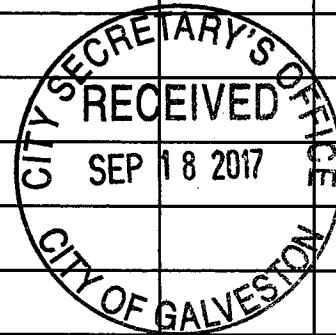
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Galveston

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

COG-CON-17-183
Software As a Service for production of CAFR

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary



5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-258900

Date Filed:
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1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

IGM Technology Corp.
Toronto Ontario Canada

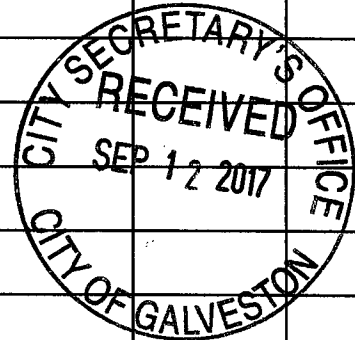
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Galveston

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

COG-CON-17-183
Software As a Service for production of CAFR

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary



5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

IGM Technology Corp., Toronto, Ontario, Canada

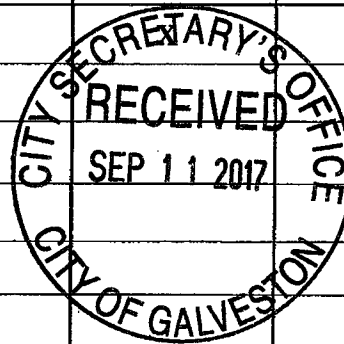
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Galveston

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

Contract #COG-CON-17-183. Comprehensive Annual Reporting Software.

Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Itzhak Gleicher	Toronto, Ontario, Canada		



There is NO Interested Party. ☐

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

ITZHAK GLEICHER

Signature of authorized agent of contracting business entity

STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said ITZHAK GLEICHER, this the 1 day of September, 2017, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission of Oaths
in and for the Province of Ontario.
My commission is of unlimited duration.
No legal advice given

www.ethics.state.tx.us

Three60Legal Adopted 10/5/2015
Lawyers and Notaries Public
2 Bloor Street West, Unit C-16
Toronto ON M4W 3E2
1-877-360-0066



Galveston Police Department

OFFICE OF THE CHIEF STAFF REPORT

December 4, 2018

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for approval allowing the Police Department to purchase .40 and .223 caliber training ammunition from Precision Delta Corporation through Texas SmartBuy Contract 680-A1 at a cost not to exceed \$25,000.00. The funding source is the Police Service Support Training Materials account.

I. Background

- A. It is the Police Department's policy to ensure that its Officers are afforded the opportunity to train with and qualify with their duty pistol. The Police Department also provides at least 8 hours of firearms training to its Officers per year to ensure that they are trained in situations and environments that they are likely to encounter in the normal course of their duty.
- B. The Police Department must also ensure that the Department's tactical team and patrol officers who are patrol rifle certified train with and qualify with their specialized weapon (AR-15 Rifle), twice a year. As such, the Police Department must provide ammunition for this qualification and training.
- C. The City of Galveston is a member of the State of Texas Comptroller's Office Purchasing Cooperative. They allow local governmental entities to utilize their contracts at a cost savings to local government.

II. Current Situation

The City Council will have to approve the Police Department to purchase .40 and .223 caliber training ammunition from Precision Delta Corporation through Texas SmartBuy Contract 680-A1 at a cost not to exceed **\$25,000.00**.

III. Alternative in order of priority

- A. City Council approves the purchase.
 - 1. Cost – Not to exceed \$25,000.00
 - 2. Timing – as soon as practical.
 - a. Departmental Improvements – The purchase of the training ammunition from Precision Delta Corporation will greatly improve the department's ability to provide necessary firearms training and qualification to its officers and ensure that they remain proficient with their weapons. Precision Delta Corporation





Galveston Police Department

OFFICE OF THE CHIEF STAFF REPORT

- advised the ammo will be delivered within 90 days of the PO being issued.
- b. Precision Delta Corporation sells only new, factory-packaged ammunition in 50 round boxes, which is best for issuing ammunition from the inventory system.

IV. Alternative B

B. City Council does not approve the purchase.

2. Cost – None
3. Timing – N/A
1. Departmental Improvements – The Department will be unable to comply with Policy and practice in providing Officers the opportunity to train and qualify with their service weapon or patrol rifle.

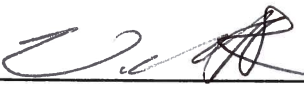
VI. Recommendation

Concur in Alternative A and approve the Police Department to purchase .40 and .223 caliber training ammunition from Precision Delta Corporation through Texas SmartBuy Contract 680-A1 at a cost not to exceed \$25,000.00. The funding source is the Police Service Support Training Materials account.

VII. Fiscal Impact Report

<u>Requested by</u>	Chief Vernon L. Hale III Galveston Police Department
<u>Funding Source</u>	0100-211415-521088-421000 Police Service Support Training Materials
<u>Cost</u>	Not to exceed \$25,000.00

Respectfully Submitted,



Vernon L. Hale III
Chief of Police





Galveston Police Department

OFFICE OF THE CHIEF
STAFF REPORT
December 4th, 2018

TO: Brian Maxwell,
City Manager

SUBJECT: Disposal of Property & Evidence - Paragon Southwest Waste Management Facility

I. Background

- A. The Galveston Police Department Property Room currently has over 40,000 pieces of property and evidence in the property room and property storage facility. This property includes Found Property, Safekeeping Property, tools, fishing poles, baseball bats, machete, knives, brass knuckles, clothes, handguns, bicycles, DWI Kits, Sane Kits, and other biological evidence.
- B. Personal Property, as so known as Found or Safekeeping property, by law must be stored and maintained until the owner can be notified to come and retrieve their property, or the time required to maintain custody has expired and it can be disposed of. The Texas Code of Criminal Procedure (CCP), Chapter 18, Article 18.17, requires that all property taken for safekeeping, with a known owner, must be returned to the owner. The law requires the property room personnel send a certified letter to the owner notifying them that the agency has their property, what they must do to retrieve their property, and what will happen to their property if it is not picked up within the timeframe specified which is 90-days from postmarked date.
- C. Found property that is turned in to the Property Room, where the owner is not known, can be dispose of after 30 days (CCP Ch. 18 Art. 18.17).
- D. When criminal cases are disposed of through the court system, the judge may order the destruction of the evidence collected during the course of the police investigation.
- E. As cases are closed, destruction orders given, and the Found/Safekeeping property collected is not picked up by the owner, the Property Room becomes overcrowded with property/evidence that is no longer needed and can to be disposed of. There are only a couple of facilities, in this area, that can dispose of everything that the Galveston Police Department Property Room needs to dispose.

II. Current Situation

- A. The Galveston Police Department may have as much as 1,000 to 1,500 pounds of evidence to dispose of per year.
- B. The Property Room currently has between 500 to 1,000 pounds of property/evidence awaiting disposal at the time of this request.
- C. The current property and evidence pending destruction mainly consists of drugs, clothing, knives, tools, metal crack pipes, and DNA/biological evidence. Many of these items require special environmental disposal procedures and machinery to properly dispose of them. The Galveston Police Department does not possess the machinery need to properly dispose of these items, making it necessary to use a facility that has the machinery needed for proper disposal.
- D. There are only two companies, in this area, that met these requirements and could dispose of everything the Galveston Police Department needs to dispose of in a proper, legal and





Galveston Police Department

OFFICE OF THE CHIEF STAFF REPORT December 4th, 2018

environmentally compliant way. The two companies are: Paragon Southwest Medical Waste and Clean Harbors Environmental.

- E. Certain evidence, such as drugs and DNA, require the destruction and/or disposal be witnessed by a member of the Property Room and Police officer.

III. Issues

A. Cost

B. Choice of location for disposal

- 1) Clean Harbors Environmental cost \$1.75 per pound, plus an additional \$1,645.00 to witness the burn of Drugs and DNA. They do not handle weapons and have special packing requirements which require additional preparation.
- 2) Paragon Southwest cost \$1.75 per pound for evidence and \$3.75 for firearms. They will witness the destruction at no cost and do not have any special packaging fees.

IV. Alternatives in order of priority

A. Award contract to Paragon Southwest Medical Waste

- i. Cost – \$1.75 per pound (non-firearm) and \$3.75 per pound (firearms)
- ii. Timing – As soon as possible
- iii. Departmental Improvements – Paragon Southwest Medical Waste system will allow:
 - i. Cost less than other facilities that have quoted the cost of providing the same services.
 - ii. Will allow the Property Room to dispose of property/evidence pending destruction
 - iii. Facility is capable of proper disposal of every type of property/evidence that the Galveston Police Department Property Room requires dispose of.

B. Deny the purchase

- i. Cost – \$0.00
- ii. Timing – N/A
- iii. Departmental Improvements – None

V. Recommendation

Concur in Alternative A, and approval of Paragon Southwest Medical Waste system for current and future destruction/disposal needs of the Galveston Police Department Property Room.





Galveston Police Department

OFFICE OF THE CHIEF
STAFF REPORT
December 4th, 2018

VI. Fiscal Impact Report

Requested by Galveston Police Department
 Chief V. L. Hale III

Funding Source

Cost \$1.75 Per Pound and \$3.75 per pound

Respectfully Submitted,

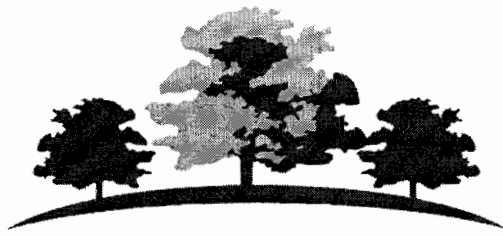
A blue ink signature of V. L. Hale III, consisting of stylized initials and a surname, written over a horizontal line.

V. L. Hale III
Chief of Police

Approved,

Brian Maxwell
City Manager





Paragon Southwest Medical Waste

Customer Service Agreement

Effective Date: _____
Valid For: Until Canceled in Writing
Terms: Net 30 Days

Customer Name	Galveston Police Dept.	
Service Address		
City, State, Zip		
Billing Address If Different		
City, State, Zip If Different		
Phone Number		
Contact Person		
Waste Type	Property, evidence, narcotics, firearms	
Contracted Fee FOB Anahuac, Texas		
Contracted Amount	\$1.75/lb. property/evidence \$3.75/lb. firearms	
Additional Terms & Conditions If Applicable		

I have read the above and understand the terms and conditions:

Signature

Title

Date

SHIP WASTE TO: Paragon Southwest Medical Waste, 7505 Highway 65, Anahuac, TX 77514 | Michael Caruthers | (562) 328-8512

Address: Paragon Southwest Medical Waste, LLC 2500 Summer St #1210, Houston, TX 77007 | (832) 831-7194 | customer@paragonmedwaste.com

MEDICAL WASTE DISPOSAL AGREEMENT

THIS MEDICAL WASTE DISPOSAL AGREEMENT (this "**Agreement**") is made and entered into as of the date indicated on the signature page (the "**Effective Date**"), by and between Paragon Southwest Medical Waste, LLC, a Texas limited liability company ("**Company**") and the customer designated above as indicated on the signature page ("**Customer**").

ARTICLE I. MEDICAL WASTE COLLECTION, PROCESSING AND DISPOSAL SERVICES

Section 1.1 **Medical Waste, Processing and Disposal Services.** The Company shall provide the treatment and disposal of all "incinerate only", "thermally destroyed" or "bypass" medical waste (collectively, the "**Medical Waste**").

Section 1.2 **Human Body Parts and Family Planning Products.** Customer acknowledges that Company shall not treat or dispose of any Medical Waste that contains any recognizable human remains or Medical Waste derived from family planning products or family planning clinics. If any such Medical Waste is delivered to the Company, the Company may refuse to treat and dispose of such Medical Waste and transfer such Medical Waste to an alternative facility for appropriate disposal. Any costs incurred by Company for the non-compliant Medical Waste ("**Non-Compliance Costs**") may be charged to Customer.

Section 1.3 **Collection of Medical Waste.** Customer agrees to deliver, at its sole cost and expense, the Medical Waste in Texas Commission on Environmental Quality and Department of Transportation approved containers with appropriate liner bags, bar code labels and compliance documentation. Customer is solely responsible for properly segregating, packaging, and labeling the Medical Waste as described in this Agreement and in compliance with Company's Medical Waste Acceptance Policy attached as Exhibit "A". Company reserves the right to refuse acceptance of any Medical Waste that in Company's judgment cannot be treated and/or disposed of in a lawful manner; or, without a risk to harm of public health or to the environment. Improperly packaged, leaking, overweight, or damaged containers are subject to rejection, or to off-specification charges, for repackaging and/or special handling. No container will be processed that is wet or leaking. All Medical Waste must be accompanied by a properly completed shipping document pursuant to 49 CFR 172.202.

Section 1.4 **Sharps Management Service.** NO SHARPS WILL BE ACCEPTED BY THE COMPANY.

Section 1.5 **Compliance with Law and Record Keeping.** In the performance of all services to be provided hereunder, Company and Customer agree to comply with all applicable permits, all applicable federal, state, county and municipal laws and ordinances and all lawful orders, rules, regulations and guidelines of any duly constituted authority including but not limited to all environment, safety and health laws.

ARTICLE II. TERM AND TERMINATION

Section 2.1 **Term.** This Agreement shall remain in force until terminated by either party by providing at least ninety (90) days written notice.

ARTICLE III. DISPOSAL FEES

Section 3.1 **Medical Waste Disposal Fees.** Company shall charge Customer per pound of Medical Waste. Customer acknowledges that this disposal fee is an introductory fee and may be revised by the Company with at least thirty (30) days written notice. Company may also impose reasonable surcharge(s) in the event that Customer delivers the Medical Waste without appropriate packaging, bar codes or other processing requirements set forth in Company's Medical Waste Acceptance Policy.

Section 3.2 **Contaminated Packaging.** In the event that any packaging becomes contaminated, including cardboard boxes, pallets, packaging materials or any other materials that come into contact with the Medical Waste, Company may charge Customer to dispose of such items at a cost of \$0.60 per pound.

Section 3.3 **Billing.** Company shall provide Customer with monthly invoices that are due within thirty (30) days of receipt. Customer agrees to pay an interest rate equal to the maximum rate permitted by applicable law on any amounts owed to Company that are not received by Company within forty-five (45) days from the invoice date. Customer will pay all costs incurred by Company in the collection of a delinquent account and may require Customer to pay in advance.

ARTICLE IV. LIMITATION OF LIABILITY; INDEMNIFICATION

Section 4.1 **Indemnification.** Customer, its successors and assignors, hereby agree to save and hold harmless Company, its officers or employees, from all cost, injury and damage incurred by any of the above, and from any other injury or damage to any person or property whatsoever, including but not limited to the equipment operated by Company, and of which is caused by an activity, condition or event arising out of the performance, preparation for performance or nonperformance of any provision of this agreement by Customer, its agents, or any of its independent contractors. Additionally, Customer, its successors and assignors, hereby agrees to indemnify, save and hold harmless Company from any and all loss, damages, suits, penalties, costs, liabilities and expenses (including but not limited to reasonable investigation and legal expenses) arising out of any claim for loss or damage to property, and injuries to or death of persons including Company employees caused by or resulting from Customer's negligence or willful misconduct or if caused by or resulting from Customer providing to Company Non-Conforming Waste, or any other breach of this Agreement by Customer or improperly packaged waste by Customer.

ARTICLE V. MISCELLANEOUS PROVISIONS

Section 5.1 **Relationship of Parties.** This Agreement does not create a relationship of partnership, corporation, joint venture, association for profit, or any other relationship among Customer and Company.

Section 5.2 **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing to the addresses set forth below.

Section 5.3 **Assignment.** This Agreement may not be assigned by Customer but may be assigned by Company at any time to any successor of Company.

Section 5.4 **Binding.** This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

Section 5.5 **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated herein, and cannot be amended without the written consent of the parties hereto.

Section 5.6 **Governing Law; Submission to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any action, suit, or other proceeding arising out of or related to this Agreement shall be instituted exclusively in the federal courts of the United States or the courts of the State of Texas in each case located in the city of Houston and County of Harris, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

Section 5.7 **Attorneys' Fees.** In the event this Agreement or the breach thereof gives rise to any litigation between the parties hereto, the prevailing party in such litigation shall be entitled to have and recover from the losing party costs of such litigation, including reasonable attorneys' fees, as may be determined by the court and judgment for the recovery of such cost, including attorneys' fees, shall be included in any final judgment or decree entered by the court where such litigation is brought.

SHIP WASTE TO: Paragon Southwest Medical Waste, 7505 Highway 65, Anahuac, TX 77514 | Michael Caruthers | (562) 328-8512

Address: Paragon Southwest Medical Waste, LLC 2500 Summer St #1210, Houston, TX 77007 | (832) 831-7194 | customer@paragonmedwaste.com



Paragon Southwest Medical Waste

January 2017

Waste Acceptance Policy

It is the policy of Paragon Southwest Medical Waste (PSMW) to adhere to all waste segregation and packaging components and criteria set forth by their respective states and the state of Texas.

Please note that the State and Federal regulations applicable to medical and universal waste packaging place the responsibility for proper segregation and packaging on the generator and transporter of the waste. Please feel free to contact PMWS for assistance or questions pertaining to the segregation and packaging of your individual waste streams.

The following description outlines the types of waste accepted by PMWS, and the packaging and labeling requirements necessary to ensure safe and compliant handling and transportation of your medical waste for treatment and disposal.

Packaging & Segregation: All medical waste generators must segregate all waste by category prior to collection and shipment. The medical waste must be segregated, identified and packaged as follows:

Sharps Waste (including blades, beakers, broken glassware): This waste must be placed inside rigid, puncture-resistant containers designed and labeled appropriately for sharps containment and disposal, which, when sealed, cannot be easily opened. These sharps containers should then be placed inside a red bag; and/or placed inside a secure container to prevent leakage. Larger sharps containers (15+ gallon sizes) which have a gasket on their lids and meet D.O.T. standards for transportation may be transported without being placed inside red bags or inside secondary containers. *Please note that sealed sharps containers ready for collection and transportation are not to be stored for longer than thirty (30) days at the generator location.*

Trace Chemotherapy Waste: Trace chemotherapy waste must be placed in an approved containment bag (yellow and/or red bags are acceptable colors but PMWS **STRONGLY** recommends the use of yellow bags only for chemotherapy waste), tied securely and placed inside an approved transport container. Transport containers must be clearly labeled as "Chemotherapy Waste" or "CHEMO". Sharps material contaminated with chemotherapeutic agents must be placed in an approved sharps container clearly labeled as "Chemotherapy Sharps" or "CHEMO".

Pathology Waste: Pathology waste must be segregated, placed in an approved bag, tied securely and placed in an approved and properly labeled transport container. The container must be clearly marked "Pathology Waste" or "PATH", to clearly identify the contents and to ensure proper treatment. Please note that any preservative liquids must be separated from pathological waste prior to packaging.

Non-Hazardous Pharmaceutical Waste: All non-hazardous pharmaceutical waste must be packaged in sturdy, leak resistant containers and clearly marked "Incineration Only" or "HIGH HEAT" on all sides of the container. Pharmaceutical waste should NOT be placed in red bags or other medical waste containers. Please note that PMWS does NOT accept for treatment and disposal any RCRA (Resource Conservation and Recovery Act) classified pharmaceutical waste.

Universal (Dental) Waste: These wastes include photo fixer & developer solutions, amalgam traps/scrap material and lead foil. All of these wastes should be segregated and packaged in PMWS approved container, with clear labeling detailing the contents of the container. Please note that fixer & developer solutions should NOT be co-mingled or packaged together; as the resulting combination of material would then be classified as a hazardous waste.

Formalin < 10% Formaldehyde: All biopsy waste stored in formalin solution.

Not Accepted

Please note that PMWS cannot accept the following waste materials, regardless of how packaged:

- Bulk RCRA Chemicals: Formaldehyde, formalin > 10%, acids, alcohol, waste oil, solvents, etc.
- Hazardous Waste: No hazardous waste of any kind is accepted.
- Radioactive Waste: Any waste with a radioactive level exceeding regulatory limits will be rejected.
- Hazardous Rx: Any pharmaceutical material labeled as RCRA-Hazardous is not acceptable.
- Bulk Chemotherapy Waste: Full chemo waste vials should be returned to the dispensing pharmacy.
- Compressed gas cylinders, canisters, and cans are not accepted.
- Mercury Containing Dental Amalgams
- Cadmium, Nickel, Lead, & Mercury-containing devices are not accepted.
- RECOGNIZABLE HUMAN REMAINS OF ANY KIND INCLUDING FAMILY PLANNING PRODUCTS LABELED AS WASTE If received all such remains shall be returned to customer at customer's expense, shall not be segregated by PMWS, or the entire container shall be redirected to appropriate crematorium facilities – all options at customers expense.

As a means of helping customers, even though PMWS does not usually accept "red bag" waste, when shipping "red bag" waste it should be placed in a labeled, ASTM-compliant (as specified by the State Department of Public Health) red bag, which is then tied to prevent leakage, and then placed inside of an approved PMWS container. No bags or bag portions should be exposed when sealed inside the approved container.

Customer: _____

Name & Title: _____

Customer acknowledgement: Signature: _____

Date: ____/____/____



City of Galveston

HUMAN RESOURCES DEPARTMENT

P. O. Box 779 | Galveston, TX 77553-0779
409.797.3650 (Office) | 409.356.4003 (Facsimile)

To: Honorable Mayor and Members of the City Council

From: Kent Etienne, Jr. – Executive Director

Date: December 13, 2018

RE: Consider for approval authorizing an amount not to exceed \$40,000.00 to cover annual Boon Chapman administrative costs associated with management of the Flex Spending Accounts and the Health Reimbursement Accounts for Plan participants with funding to be made from the City's Health Plan Fund for Plan Year January 1, 2019 through December 31, 2019.

I. BACKGROUND

- A. Employee healthcare and pharmacy benefits are currently administered by Boon-Chapman as the City's Third-Party Administrator (TPA). Benefits cover eligible employees and dependents from the City, the Port of Galveston, and the Park Board.
- B. The City and the Board of Trustees for the Galveston Wharves entered into an Interlocal Agreement effective January 1, 2016, wherein employees of the Port of Galveston and their dependents may participate in the City's current plan for medical and pharmacy benefits.
- C. The City and the Board of Trustees for the Park Board entered into an Interlocal Agreement effective January 1, 2017, wherein employees of the Park Board and their dependents may participate in the City's current plan for medical and pharmacy benefits.
- D. During annual budget discussions, the Board of Trustees for the Health Plan (the "Board") approved several changes to the overall health plan benefits including increases to the deductibles for both the individual and the family-tiered plans.
- E. To offset the deductible increases, a Health Reimbursement Arrangement/Account (an "HRA") will be available for each employee member to be used for reimbursement of the portion of eligible expenses paid towards the annual PPO deductible that exceeds \$1,000.00. The \$500.00 is per family unit, not per individual.
- F. The \$500.00 is fully funded through the City of Galveston's Employee Health Plan. Any unused amounts left in the accounts at the end of the Plan Year will not roll over into the next Plan Year.
- G. To ensure proper coordination of benefits, the Board accepted a proposal for administrative services from Boon-Chapman at its regular meeting on August 31, 2018. The TPA will be responsible for administering the Flex Spending Account and the newly established Health Reimbursement Account in accordance with all applicable laws and the City's plan document.

II. CURRENT SITUATION

- A. WageWorks currently administers the City of Galveston's Flex Spending Accounts for unreimbursed medical care and dependent care. The vendor will continue to process claims for accounts made for Plan Year 2018.
- B. The Board approved a proposal from Boon-Chapman for administrative services to coordinate benefits and reimbursements for both Flex Spending Accounts and the newly available Health Reimbursement Accounts effective January 1, 2019.
- C. The cost will be \$3.00 per participant per month for each account with a one-time setup fee of \$500.00 for the HRA.
- D. The City's Employee Health Plan will be the source of adequate funding to cover the administrative costs.

III. ISSUE

- A. To ensure proper coordination of benefits across accounts, the Board approved a proposal from Boon-Chapman for administrative services on August 31, 2018.
- B. The costs per participant per month does not exceed the current vendor pricing which is \$3.40 beginning January 1, 2019.

IV. ALTERNATIVES IN ORDER OF PRIORITY

- A. Alternative #1: Approve the recommendation.
- B. Alternative #2: Take no action.

V. RECOMMENDATION

Concur with Alternative A. Authorizing an amount not to exceed \$40,000.00 to cover the annual costs for Plan Year 2019 associated with management of the Flex Spending Accounts and the Health Reimbursement Accounts by Boon-Chapman.

VI. FISCAL NOTE

Plan Year 2018: Estimated Annual Cost \$ 3,000.00
Based on 40 Flex Accounts

Plan Year 2019: Estimated Annual Cost \$40,000.00
Based on 120 Flex Accounts & 920 Health Reimbursement Accounts

The costs for the Health Reimbursement Accounts will be adjusted by the number of members actually enrolled in the Plan on a monthly basis.

Funding Source: Internal Service Fund for Health & Life Insurance
Administrative Costs
811566-50303-811566-534050-465300



CITY OF GALVESTON

Administrative Services Proposal for
Flexible Spending Account (FSA) & Health Reimbursement Account (HRA)

EFFECTIVE DATE: 01/01/2019

BOON-CHAPMAN
 EXCEPTIONAL SERVICE MATTERS

PROPOSAL ASSUMPTIONS	PARTICIPANTS
Medical Plan Enrollment	900 Employee Units
Flexible Spending Accounts	40 Participants
Health Reimbursement Arrangements	900 Employee Units

FLEXIBLE SPENDING ACCOUNT SERVICES	STANDARD SERVICES
Flexible Spending Account Claims Processing	Included
• Unreimbursed Medical Care	Included
• Dependent Care	Included
Customer Service	Included
Web Access to Account Balances	Included
Document Preparation	Included
Direct Deposit, If Elected	Included
Discrimination Testing, Upon Request	Included

FLEXIBLE SPENDING ADMINISTRATION FEES	FEES
Set Up	Waived (if combined with HRA)
Ongoing Renewal Costs	Included
Monthly Administration Fee (PPPM*)	\$3.00
• Base Admin Fee	\$3.00
• Direct Deposit Fee	Included
• Debit Card Fee	Included
• Cafeteria Plan Docs /SPD Fee	Included
• Non-Discrimination Testing	Included, when requested
• Check Signing / Mailing Fee	Included
Monthly Minimum	\$250.00

* PPPM means Per Participant Per Month

SERVICES	COMMENTS
GENERAL	
Claims Forms (Paper Electronic, Both)	Included annually upon request
Nondiscrimination Testing	Included annually upon request
Reimbursement Frequency	Client choice, as frequently as daily
Direct Deposit Reimbursement	Included
Participant Paper Account Statement	Annually, 24/7 online access
Online Account Access	Yes
Employer Reports	Yes
Administration of Run-Out Claims	Yes
Automatic Rollover form External Vendors	Not Available
Set Up (Per Vendor)	N/A
External Tape Fees (Per Tape)	N/A
COMMUNICATION SERVICES	
Year One: Enrollment Materials/Communications	Electronic materials provided
Additional or Renewal Communications	Electronic materials provided
Enrollment Meetings for New Clients	Included

OTHER SERVICES

Debit Card Feature

Included in per participant fee. No charge for the first set of cards. Additional cards are billing to the participant account at \$5/set.

OPTIONAL SERVICES

Enrollment Assistance

Included

PLAN SPONSOR RESPONSIBILITIES

Provide a Bank Account for Flex Claim Payment

Debit Card Bank Funding

All Banking Fees

Provide Periodic Eligibility and Payroll Files

Provide Discrimination Testing Information in an Electronic Data Format

Filing of Form 5500, If Applicable

RATE GUARANTEE

Our fees for our services are guaranteed for twenty four (24) months, except where otherwise noted. This assumes there are no legal or plan changes that substantially increases our responsibilities.

BOON-CHAPMAN
EXCEPTIONAL SERVICE MATTERS

PROPOSAL ASSUMPTIONS	PARTICIPANTS
Medical Plan Enrollment	900 Employee Units
Flexible Spending	40 Participants
Health Reimbursement	900 Employee Units

HEALTH REIMBURSEMENT ARRANGEMENT SERVICES	FEES
Set Up	\$500.00
Monthly Administration Fee (PPPM*)	\$3.00
• Debit Card Fee	Included
• Card Issue Fee (per card)	Included
• Debit Card Optional	Yes
Monthly Minimum	\$250.00
* PPPM means Per Participant Per Month	

OTHER SERVICES	COMMENTS
New Participant Confirmation Statement	Included
Claims Submission Options	Claims are managed by the employee. No substantiation required.
Direct Deposit Reimbursement	Yes, through on-line bill payment
Participant Paper Account Statement	Electronic monthly statement at no charge. Paper statements are \$2.00 each.
Online Account Access	Yes
Allow Self-Billing	Yes
Administration of Run-Out Claims	Yes
Are IRS Forms 5498-SA & 1099-A filed	Yes
Accept Health Savings Account Rollovers	Yes
Close/Transfer Account Fee	\$25 fee to close or \$15 to transfer account
Terminated Employee Fee	\$5.00 monthly fee billed to terminated employee to keep account active.

COMMUNICATION SERVICES	COMMENTS
Enrollment Materials/Communications - Year 1	Included
Additional or Renewal Communications	Included
On-site Enrollment Meetings for New Participants	Included
New Participant Confirmation Statement	Included

RATE GUARANTEE

Our fees for our services are guaranteed for twenty four (24) months, except where otherwise noted. This assumes there are no legal or plan changes that substantially increases our responsibilities.



City of Galveston

Council Projects and Initiatives

Pete Milburn, Sr. Project Manager
Pmilburn@Galvestontx.gov | 409.797.3672 | www.galvestontx.gov

December 3, 2018

To: Brian Maxwell, City Manager
Hon. Mayor Yarbrough and City Council Members

From: Pete Milburn, Senior Project Manager

RE: Consider for approval the allocation of funds for the installation of decorative streetlights along East Beach Drive, within City Council District 3 as part of the Neighborhood Improvement Projects and Initiatives. Funding for the project will come from the Council Projects and Initiatives Fund in the amount of \$73,429.00.

I. Background

- A. The installation of decorative streetlights within District 3 has been identified as a project to be funded from the Council Projects and Initiatives Fund for Council District 3.
- B. District 3 City Council Representative, David Collins, collaborated with city staff, neighborhood representatives and CenterPoint to develop a plan to provide streetlights along East Beach Drive within Council District 3.
- C. This project will be funded by Neighborhood funds from District 3 funds and the Mayor's funds.

II. Current Situation

- A. The streetlight project shall consist of 23, 45 watt, LED, 4,800 initial lumens, Granville Lunar Optic in Black style luminaires mounted to 13' Victorian II Standard concrete poles in Black River serviced by underground conductors.
- B. This project is intended to provide decorative street lighting along East Beach Drive by adding decorative streetlights along East Beach Dr aligning with the existing brick paver placed within East Beach Dr at 25 foot intervals.
- C. Attachment "A" provides a contract agreement with CenterPoint for the purchase and installation of the decorative streetlights.
- D. Additional pages of the agreement provides a map of the locations where the lights will be installed.
- E. Current monthly Lighting Services Rate schedule per lamp is \$12.92.





City of Galveston

Council Projects and Initiatives

Pete Milburn, Sr. Project Manager
Pmilburn@Galvestontx.gov | 409.797.3672 | www.galvestontx.gov

III. Alternatives in Order of Priority

- A. Approval of the request for funding in order to install streetlights within Council District 3 as listed in Attachment "A".
- B. Do not approve the request.

IV. Recommendation

Approval of this request for funding in order to install streetlights within Council District 3.

V. Fiscal Impact Report

Requested by: Pete Milburn
Senior Project Manager

Funding Sources: Council Projects and Initiatives Fund – District 3
\$ 42,131.86

Council Projects and Initiatives Fund – Mayor
\$ 31,297.14

Costs of Implementation: **\$ 73,429.00 Total**

VI. Attachments

- A. CenterPoint Agreement Letter and Site Plan (3 pages)

Respectfully Submitted,

Pete Milburn
Senior Project Manager





City of Galveston

November 20, 2018

Subject: Decorative Streetlight Project
Location: East Beach Dr
Galveston Service Area
WO# 87353547

Dear Mr. Milburn,

CenterPoint Energy (Company) agrees to furnish, install, own and maintain street lighting service in the above noted area subject to the Lighting Services Rate schedule and the corresponding Service Rules and Regulations Relating to the Provision of Delivery Service to Retail Customers.

It is CenterPoint Energy's policy to install street lighting according to the Illuminating Engineering Society of North America (I.E.S.N.A.) recommendations. You have, however, requested that these street lights not be installed according to these recommendations and have, in fact, indicated where you want the street lights located. By signing below, you acknowledge that you have requested a street lighting system that is of your own design and is not the design offered by CenterPoint Energy. It should also be understood that your street lighting design might not meet the recommendations of the I.E.S.N.A.

This installation consists of:

- **23, 45 Watt, LED, 4,800 initial lumens, Granville Lunar Optic in Black style luminaires mounted to 13' Victorian II Standard poles in Black serviced by underground conductors. The current monthly Lighting Services Rate schedule fee per lamp is \$12.92.**

Note: The initial monthly rates for new LED street lighting alternatives are set at the same monthly rates currently in place for equivalent traditional lamp street lights under the Company's tariffs. The election of new LED street lighting option will require additional costs. CenterPoint Energy may seek to recover necessary expenses associated with LED street light installation causing a monthly rate adjustment in the future.

The additional cost of electrical power and energy must be provided by your Competitive Retailer of choice. Payment of all monthly fees associated with this installation will be paid directly to your chosen Competitive Retailer.

The total cost for this request is **\$73,429.00**, which is not subject to refund. This estimate is valid for 180 days from date of creation. Please remit this payment attached to this signed and completed agreement letter as noted in the following information.

Approval from City of Galveston Public Works Department is required prior to installation of streetlights.

The streetlights will be installed at the general locations depicted on the attached electrical facility layout. Installation of the street lights is contingent on all the street lights being installed at one time, after the street paving and curbs have been completed. All easements and rights of way must be clear of trees, stumps, construction debris and equipment, and other obstructions which would interfere with the Company's cable boring operation. If these conditions are not met, our company must ask that the additional constructions costs associated with the obstructions be paid. While our company does attempt to maintain standard locations for the installation of street lighting, it is not always possible to install street lighting at these locations. Any adjustments needed should be discussed and resolved during the pre-construction walk. Any relocation requested can be done if it does not create operating problems and is not objectionable to other parties. All costs associated with relocations after the installation of the street lighting will be borne by the party making the request.

Your signature or designee's signature below will be our acknowledgment of your company's acceptance to the above mentioned terms and associated charges. Also, a check for the noted amount made payable to *CenterPoint Energy*, will be our authority to proceed with the necessary work. Please send the check and the **original signed copy** of this agreement to:

CenterPoint Energy
Attn: Randy Morehead
4700 S. Shaver, Bldg. I
Houston, TX 77034

If you have any questions, please contact me at (713) 945- 6282.

Sincerely,

Randy Morehead
Service Consultant
Street Lighting Operations
Distribution Project Management

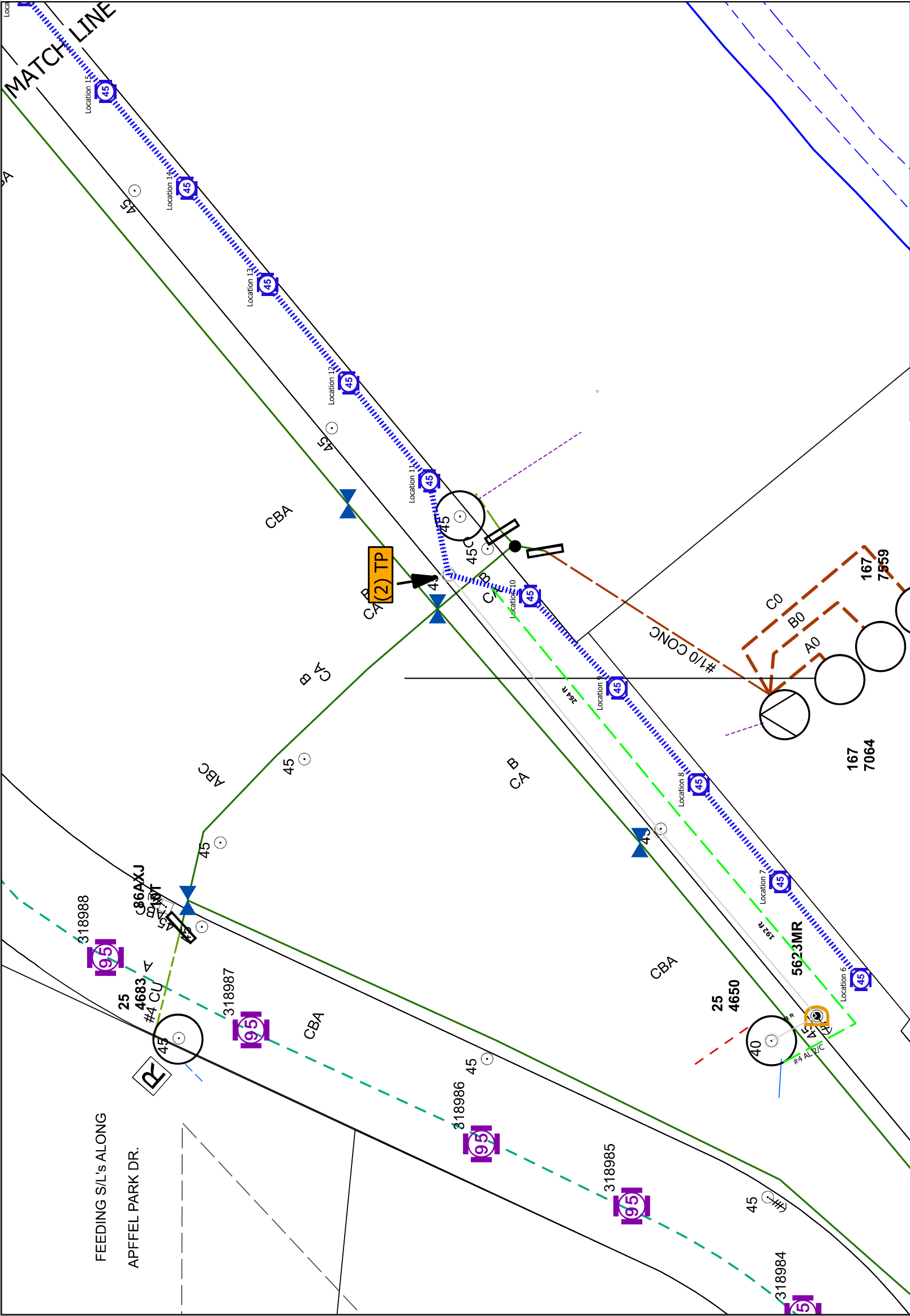
Approved and accepted this _____ day of _____, 2018.

Signature _____

Printed Title _____

Printed Name _____

Mailing
Address _____



Please print all entries below except for signature

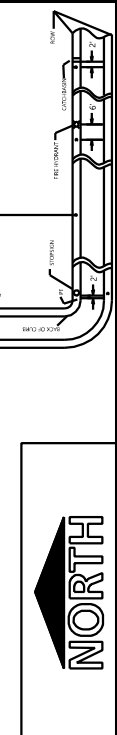
Approved and accepted this ____ day of _____, 2018

Signature: _____

Name: _____

Title: _____

STREET LIGHT STANDARDS WILL NORMALLY BE INSTALLED IN ROAD RIGHT OF WAY 3' BACK OF CURB AND IN ALIGNMENT WITH SIDE LOT OR REAR PROPERTY LINES, UNLESS THERE IS A CONFLICT WITH DRIVEWAY, FIRE HYDRANT, CATCH BASIN, WATERMETER, OTHER OBSTRUCTIONS, OR WHEN IES RECOMMENDS SPACING REQUIRE OTHERWISE. IN CASE OF CONFLICT WITH O.H. DISTRIBUTION AT REAR OF PROPERTY, STANDARD IS TO BE INSTALLED 8' NORTH OR WEST OF PROPERTY LINE. AT STREET INTERSECTIONS, STANDARDS ARE TO BE INSTALLED BEHIND STRAIGHT SECTION OF CURB 2' FROM TANGENT POINT. STANDARDS SHALL BE PLACED ON STREET SIDE OPPOSITE FROM NORMAL STOP SIGN LOCATIONS.



LIGHTING DESIGN SERVICES - LIGHTING LEGEND

IMPORTANT NOTE: READ SPECIAL INSTRUCTIONS BELOW AND REFERENCE ANY SPECIAL NEEDS THAT MAY BE SHOWN ON SKETCH.

NEW STREET LIGHT INSTALLATION SYMBOLS

SYMBOLS	QUANTITY		SINGLE LAMP WATTAGE AND TYPE (Circle One Lamp Type for Each Wattage)		LED LEGEND
	OH - 0	UG - 0	100W HPS MH	45W OH - 0	
	OH - 0	UG - 0	150W HPS MH	95W OH - 0	UG - 23
	OH - 0	UG - 0	175W HPS MH	115W OH - 0	UG - 0
	OH - 0	UG - 0	250W HPS MH	180W OH - 0	UG - 0
	OH - 0	UG - 0	400W HPS MH		
	OH - 0	UG - 0			
SYMBOLS	QUANTITY		DUAL UG ONLY LAMP WATTAGE AND TYPE (Circle One Lamp Type for Each Wattage)		LED LEGEND
	0		100W HPS MH	45W	
	0		150W HPS MH	95W	0
	0		175W HPS MH	115W	0
	0		250W HPS MH	180W	0
	0				
	0				

ADDITIONAL INSTALLATION MATERIAL SYMBOLS			
TP	4	TERMINAL POLE	0 RELAY
X	0	PROPOSED WOOD POLE	0 PULLBOX
	0	12KV 35KV PROPOSED OVERHEAD TRANSFORMER	

	2,200'		UNDERGROUND CONDUCTOR (Check One)	
			Direct Embedded Wire	☒ X
	456'		Conduit and Wire	
			#4 2/C TWIST (UNLESS OTHERWISE NOTED)	

EXISTING STREET LIGHT SYMBOLS AND WATTAGES													
	250 MH		70		100		150		175		250		400
INSTALLATION VOLTAGE: (Circle One Only)													

INST: (23) GRANVILLE LUNAR OPTIC 45W LED ON VICTORIAN POLES

EAST BEACH DR GALVESTON, TX 77550

WO BY: RANDY MOREHEAD

PHONE: 713-945-6282

CELL: LAMBERT #: 6939A3

DATE: 10/1/18

SERVICE CENTER: GAL

TYPE: SCALE - 1" =

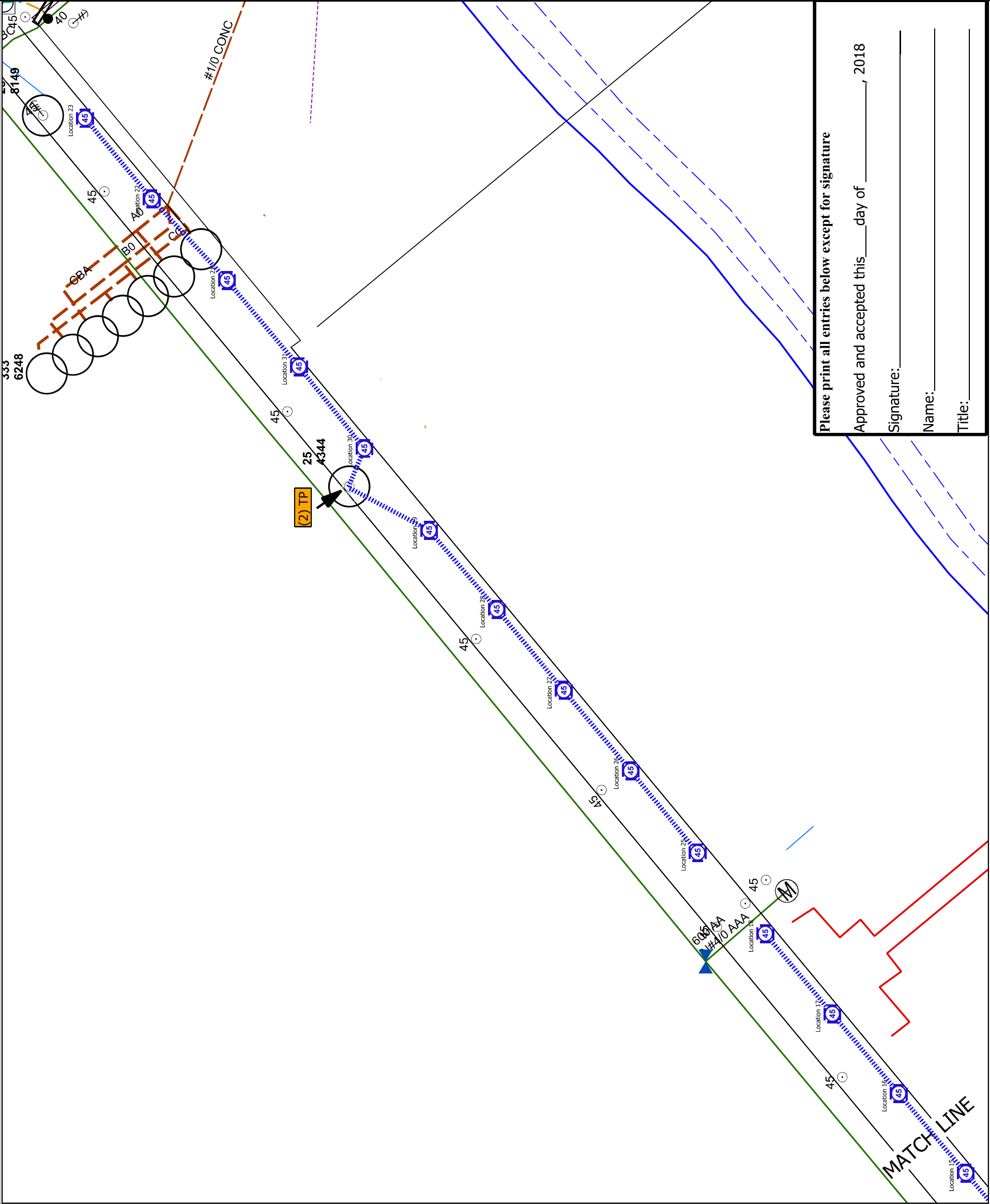
Street Light Notes

-All streets must be curbed and guttered prior to the installation of street lighting facilities unless otherwise approved by the Lighting Design Service Department.

-Dedicated street light easements are required along all placement of street lighting facilities when such facilities are installed along private streets. Street lighting will only be installed along private streets that can be accessed for maintenance and only when such a street is constructed in an easement intended to contain a private street, waterlines, sanitary sewer lines, storm sewer, and such other utility or franchise infrastructures as can be accommodated and which, for the purpose of established setback, will be considered to be the equal of a public street.

-The design of all streets, utility easements, and storm sewer easements must be approved by all appropriate reviewing agencies before the installation of street lighting.

-Street lighting will be installed to the recommendations of the Illuminating Engineering Society unless otherwise requested and agreed upon in writing by the requestor of street lighting service.



STREET LIGHT PLACEMENT DETAIL

STREET LIGHT STANDARDS WILL NORMALLY BE INSTALLED IN ROAD RIGHT OF WAY 3' BACK OF CURB AND IN ALIGNMENT WITH SIDE LOT OR REAR PROPERTY LINES, UNLESS THERE IS A CONFLICT WITH DRIVEWAY, FIRE HYDRANT, CATCH BASIN, WATERMETER, OTHER OBSTRUCTIONS, OR WHEN IES RECOMMENDS SPACING REQUIRE OTHERWISE. IN CASE OF CONFLICT WITH O.H. DISTRIBUTION AT REAR OF PROPERTY, STANDARD IS TO BE INSTALLED 8' NORTH OR WEST OF PROPERTY LINE. AT STREET INTERSECTIONS, STANDARDS ARE TO BE INSTALLED BEHIND STRAIGHT SECTION OF CURB 2' FROM TANGENT POINT. STANDARDS SHALL BE PLACED ON STREET SIDE OPPOSITE FROM NORMAL STOP SIGN LOCATIONS.



LIGHTING DESIGN SERVICES - LIGHTING LEGEND

IMPORTANT NOTE: READ SPECIAL INSTRUCTIONS BELOW AND REFERENCE ANY SPECIAL NEEDS THAT MAY BE SHOWN ON SKETCH.

NEW STREET LIGHT INSTALLATION SYMBOLS

SYMBOLS	QUANTITY		SINGLE LAMP WATTAGE AND TYPE (Circle One Lamp Type for Each Wattage)		LED LEGEND
	OH - 0	UG - 0	100W HPS MH	45W OH - 0	
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
SYMBOLS	QUANTITY		DUAL UG ONLY LAMP WATTAGE AND TYPE (Circle One Lamp Type for Each Wattage)		LED LEGEND
	100W HPS MH	150W HPS MH	175W HPS MH	95W OH - 0	
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0

ADDITIONAL INSTALLATION MATERIAL SYMBOLS			
TP	4	TERMINAL POLE	0 RELAY
X	0	PROPOSED WOOD POLE	0 PULLBOX
	0	12KV 35KV PROPOSED OVERHEAD TRANSFORMER	

UNDERGROUND CONDUCTOR (Check One)	
Direct Embedded Wire	☒ X
Conduit and Wire	☐
OVERHEAD CONDUCTOR	
#4 2/C TWIST (UNLESS OTHERWISE NOTED)	☐

EXISTING STREET LIGHT SYMBOLS AND WATTAGES	
250 MH	70 100 150 175 250 400
INSTALLATION VOLTAGE: (Circle One Only)	
120 240 480	

INST: (23) GRANVILLE LUNAR OPTIC 45W LED ON VICTORIAN POLES

EAST BEACH DR GALVESTON, TX 77550

WO BY: RANDY MOREHEAD W.O.#: 87353547

PHONE: 713-945-6282 KEY MAP #: 775L

CELL: LAMBERT #: 6939A3

DATE: 10/1/2018 SERVICE CENTER: GAL

TYPE: SCALE - 1" =

Street Light Notes

-All streets must be curbed and guttered prior to the installation of street lighting facilities unless otherwise approved by the Lighting Design Service Department.

-Dedicated street light easements are required along all placement of street lighting facilities when such facilities are installed along private streets. Street lighting will only be installed along private streets that can be accessed for maintenance and only when such a street is constructed in an easement intended to contain a private street, waterlines, sanitary sewer lines, storm sewer, and such other utility or franchise infrastructures as can be accommodated and which, for the purpose of established setback, will be considered to be the equal of a public street.

-The design of all streets, utility easements, and storm sewer easements must be approved by all appropriate reviewing agencies before the installation of street lighting.

-Street lighting will be installed to the recommendations of the Illuminating Engineering Society unless otherwise requested and agreed upon in writing by the requestor of street lighting service.

Please print all entries below except for signature

Approved and accepted this ____ day of ____, 2018

Signature: _____

Name: _____

Title: _____



Scholes International Airport

AIRPORT ADMINISTRATION

2115 Terminal Dr. | Galveston, TX 77554

www.galvestonairport.com | airport@galvestontx.gov | 409-797-3590

November 29, 2018

Honorable Mayor and Members of Council,
Galveston, Texas

Dear Honorable Mayor and Members of Council,

Subject: Consider for approval a request authorizing the City Manager to execute an Assignment of Lease Agreement assigning the Lease commencing November 27, 2009, between the City of Galveston and Lone Star Flight Museum, Inc. to 6702 Broadway, Ltd., then terminating the Lease Agreement and approving a new Lease Agreement, upon final approval by the City Attorney.

I. Background:

- A. On November 27, 1989, the City of Galveston entered into a forty (40)-year Lease Agreement with the Lone Star Flight Museum, Inc. for 264,400 sq. ft. of unimproved land located at 2002 Terminal Drive to construct Leasehold Improvements to be used as an aircraft museum.
- B. Due to significant property damage to the Leased Premises, from excessive winds and flooding caused by Hurricane Ike on or about September 13, 2018, City Council approved the First Amendment to the Lease Agreement on March 12, 2009, changing the term of the Lease Agreement commencing November 27, 2009, and ending November 26, 2049.

II. Current Situation:

- A. On July 15, 2017, the Lone Star Flight Museum closed their museum in Galveston and opened their new museum at Ellington Field in Houston.
- B. The Lone Star Flight Museum has reached an agreement with 6702 Broadway, Ltd. to purchase the Lease Agreement with the Leasehold Improvements, with an anticipated closing date in December 2018.
- C. The City and 6702 Broadway, Ltd. have agreed to terminate the existing Lease Agreement and enter into a new Lease Agreement with the same lease rate and lease terms. The new Lease Agreement is more in line with current requirements and lease language.
- D. City Council will need to approve the Assignment of Lease Agreement, the Lease Termination Agreement and the new, updated Lease Agreement before the Lone Star Flight Museum, Inc. can proceed with the sale of the Ground Lease and Leasehold Improvements (hangar) to 6702 Broadway Ltd.



Scholes International Airport

AIRPORT ADMINISTRATION

2115 Terminal Dr. | Galveston, TX 77554

www.galvestonairport.com | airport@galvestontx.gov | 409-797-3590

III. Issues:

- A. Utilization** – Currently, the hangar is not being fully utilized for aviation purposes. Approving the Lease Assignment, the Lease Termination Agreement and the new Lease Agreement will allow 6702 Broadway, Ltd. to base their aircraft at the airport and allow potential aviation sublessees to utilize the hangar, which should increase aviation activity at the airport.
- B. Revenue** - No change in ground lease revenue, but should see an increase in fuel flowage from purchases of aviation fuel from 6702 Broadway, Ltd. and potential aviation sublessees that operate from the facility.

IV. Alternatives in order of priority:

- A.** City Council approves a request authorizing the City Manager to execute an Assignment of Lease Agreement assigning the Lease commencing November 27, 2009, between the City of Galveston and Lone Star Flight Museum, Inc. to 6702 Broadway, Ltd., then terminating the Lease Agreement and approving a new Lease Agreement, upon final approval by the City Attorney.
- B.** City Council does not approve the request.

V. Recommendation

Approve the request, authorizing the City Manager to execute an Assignment of Lease Agreement assigning the Lease commencing November 27, 2009, between the City of Galveston and Lone Star Flight Museum, Inc. to 6702 Broadway, Ltd., then terminating the Lease Agreement and approving a new Lease Agreement, upon final approval by the City Attorney.

VI. Fiscal Impact Report

Requested by:	Mike Shahan, Airport Director
Funding Source:	N/A
Costs of implementation:	N/A
Estimated cumulative Revenue:	N/A
Estimated annual M&O costs:	N/A



Scholes International Airport

AIRPORT ADMINISTRATION

2115 Terminal Dr. | Galveston, TX 77554

www.galvestonairport.com | airport@galvestontx.gov | 409-797-3590

Estimated Annual Net Revenue: N/A

Additional information: See attached Lease Assignment with the new Lease Agreement as Exhibit A, Release and Lease Termination Agreement, and the original Lease Agreement with the First Amendment.

Respectfully submitted:

A handwritten signature in blue ink that reads "Mike Shahan".

Mike Shahan, Airport Director

Approved by:

Brian Maxwell, City Manager

Encl. (4)

LEASE ASSIGNMENT

Effective Date:

This Lease Assignment (the "Assignment") shall become effective _____, 2018, subject to its approval by Lessor under the Lease as defined below.

Assignor: Lone Star Flight Museum, Inc.

Assignee: 6702 Broadway, Ltd. (as assignee of Sullivan Brothers Investments LLC as Purchaser under that certain *Purchase and Sale Agreement* dated August 14, 2018, as amended)

Lease:

The one certain Lease Agreement along with the First Amendment to the Lease Agreement, by and between The City of Galveston as Lessor and Lone Star Flight Museum, Inc. as Lessee, affecting two hundred sixty-four thousand four hundred (264,400) square feet of land, more or less, located at 2002 Terminal Drive, City of Galveston, Galveston County, Texas (the "Leased Premises") (a true and correct copy of the Lease Agreement and First Amendment to Lease Agreement are attached as Exhibit "A"). The Lease Agreement dated November 27, 1989, as amended by the First Amendment to Lease Agreement, dated March 12, 2009 and effective November 27, 2009, extended the lease expiration date to November 26, 2049 (the Lease Agreement and First Amendment to Lease Agreement are collectively referred to herein as the "Lease").

The parties acknowledge that a disagreement has existed with respect to the legality of the extension of the Lease term to November 26, 2049, however, the parties have resolved their differences as reflected in this Assignment.

Assignment:

In consideration of Assignee's obligations in this Assignment, Assignor assigns to Assignee, without recourse, all of Assignor's right, title and interest in the Lease including all fixed improvements. Assignee agrees to assume and perform Assignor's obligations under the Lease and to accept the Leased Premises and all improvements of any type located on the Leased Premises in "AS IS" condition.

Assignee agrees to indemnify and hold Assignor harmless against all claims that may arise due to events or occurrences taking place *after* the effective date of this Assignment.

Assignor agrees to indemnify and hold Assignee harmless against all claims that may arise due to events or occurrences which took place *prior* to the effective date of this Assignment, *save and except* (1) any claim, event or occurrence arising out of or relating to the condition of the Leased Premises and all improvements of any type located on the Leased Premises, it being expressly agreed and understood by Assignee that the Leased Premises and improvements are being assigned "AS IS;" and (2) claims relating to the storage of Assignee's aircraft in the Leased Premises prior to the effective date which shall remain for Assignee's sole account.

Assignor and Assignee acknowledge that this Lease Assignment is part of an agreement between Assignor and Assignee that includes the sale of the hangar and other improvements located on the

Leased Premises. This Assignment shall become effective contemporaneously with the closing of the acquisition of the hangar and other improvements by Assignee.

Lessor consents to this assignment subject to the following terms and conditions:

- 1) Simultaneous with the execution of this Assignment, Assignee and the City of Galveston will (a) execute a mutual agreement terminating the Lease (the "Termination Agreement") in the form attached as Exhibit "B" which termination shall provide that Assignor and Assignee have no further rights or obligations of any kind under the Lease, and (b) execute a new lease in the form attached as Exhibit "C" with a lease term ending on November 30, 2049 ("New Lease").
- 2) At its December 13, 2018 regularly scheduled city council meeting, the City Council of the City of Galveston approves the City's execution of (a) the Assignment, (b) the Termination Agreement, and (c) the New Lease.

Assignee:

6702 Broadway Ltd.
A Texas limited partnership

Assignor:

Lone Star Flight Museum, Inc.

By: Sullivan Brothers Investments LLC
Its: General Partner

By: Todd P. Sullivan, Managing
Its: Managing Member

Douglas H. Owens, Lt. Gen. (ret),
President and CEO

Landlord:

The City of Galveston

By: _____
Brian Maxwell, City Manager

Attest:

Janelle, Williams, City Secretary

EXHIBIT “A”

THE STATE OF TEXAS

COUNTY OF GALVESTON

**FIRST AMENDMENT TO
LEASE AGREEMENT**

This First Amendment to the Lease Agreement dated November 27, 1989, made between the City of Galveston (City), and the Lone Star Flight Museum, Inc. (The Museum) is entered into effective the 1st day of April, 2009.

WITNESSETH:

WHEREAS, the City and the Museum entered into a Lease Agreement on November 27, 1989, for premises located at Scholes International Airport; and

WHEREAS, Lessee sustained significant property damage to the improvements of Lessee on the leased premises due to excessive winds and floods caused by Hurricane Ike on or about September 13, 2008, and Lessee desires to recoup the cost of significant repairs and renovations to the improvements and to re-establish full business operations on the leased premises for the mutual benefit of Lessee and Lessor, and desires to acquire the necessary capital to fund such repairs, renovations, and operations through commercial financing and to satisfy the requirements of commercial lenders therefore, seeks to renew the lease for a new lease term of forty (40) years commencing November 27, 2009, and ending November 26, 2049; and

WHEREAS, Lessee has leased certain premises located upon and being a part of said Airport for the purpose of an aircraft museum, and Lessor has leased the same to Lessee, and recognizes that the extension of the Lease is for mutual benefit of Lessee and Lessor and agrees to extend the term of the Lease upon the terms and conditions hereinafter stated; and

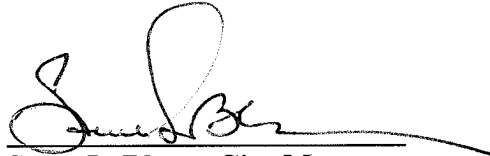
NOW THEREFORE, for and in consideration of the mutual promises and covenants contained in this First Amendment to the Lease Agreement, the parties agree to amend the Lease Agreement as follows:

- 1. TERM** is amended with the following:

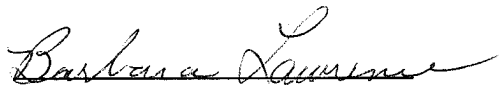
"The term of this lease shall be forty (40) years commencing November 27, 2009, and ending November 26, 2049, unless sooner terminated in accordance with the provisions hereof, upon the occurrence of which Lessee agrees to immediately vacate the premises."

Except as amended herein, all other terms and provisions of the Lease Agreement shall remain in full force and effect.

**CITY OF GALVESTON
LESSOR**


Steve LeBlanc, City Manager

ATTEST:

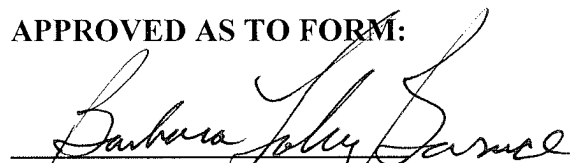

Barbara Lawrence
City Secretary



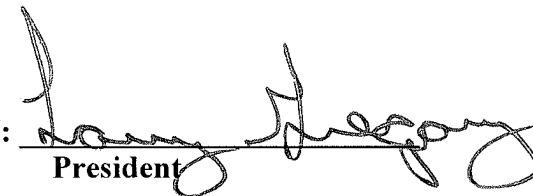
APPROVED BY CITY COUNCIL:

March 12, 2009

APPROVED AS TO FORM:


City Attorney's Office

**LONE STAR FLIGHT MUSEUM, INC.
LESSEE**

BY: 
President

ATTEST:


Witness

LEASE AGREEMENT

BETWEEN

THE CITY OF GALVESTON

AND

LONE STAR FLIGHT MUSEUM, INC.

GALVESTON MUNICIPAL AIRPORT

Name of Lessee: Lone Star Flight Museum

Nature of Business: Aircraft Museum

Date of Agreement: November 27, 1989

Term: Forty (40) years

Termination Date: November 26, 2029

Options: None

Description of Leasehold: Unimproved - two hundred and sixty four thousand, four hundred (264,400) sq. ft. Any real property improvement hereafter constructed or installed thereon during the term thereof

Rental Fees: Beginning 01/01/92, one thousand one hundred dollars and sixty-seven cents (\$1,101.67)

Escalation Clause: CPI-U every two (2) years

Utilities: Tenant

Maintenance: Tenant

Taxes: Tenant

Insurance: Tenant

Remarks: Ten percent (10%) late charge

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LEASE AGREEMENT

This Lease Agreement, made and entered into this 27th day of NOVEMBER, 1989, by and between:

The City of Galveston, a Texas Municipal Corporation, hereinafter referred to as "City", and

Lone Star Flight Museum, Inc., having an office at 7600 West Tidwell, Suite 208, Houston, Texas 77040, hereinafter referred to as "Lessee".

W I T N E S S E T H :

WHEREAS, the City is the owner of the premises known as Galveston Municipal Airport (the "Airport"); and

WHEREAS, the City and Lessee are mutually desirous of entering into Lease for the use and occupancy of certain areas at the Airport;

NOW, THEREFORE, for and in consideration of the rents to be paid hereunder, the mutual promises and agreements of the parties hereinafter set forth, the City hereby leases, lets and demises to the Lessee those certain premises located at the Airport as shown on Exhibit A, together with all buildings, structures, improve-

ments, additions and permanent installations, constructed and installed therein or thereon (hereinafter called "the Leased Premises") during the term of this Agreement upon the following terms and conditions:

ARTICLE 1
TERM

- 1.1 The term of this lease shall be for forty (40) years, commencing on November 27, 1989, and ending on November 26, 2029, unless sooner terminated in accordance with the provisions hereof.

ARTICLE 2
LEASE PREMISES

- 2.1 The Lease Premises shown on Exhibit A, attached hereto and made a part hereof for a complete legal description consists of:

- (a) unimproved land consisting of approximately 264,400 . ft.
- (b) any real property improvement hereafter constructed or installed thereon during the term thereof.

ARTICLE 3
USE OF LEASED PREMISES

3.1 The Lessee shall occupy and use the Leased Premises for the following purposes only and no other without the prior consent of the City.

- (a) To operate a museum dedicated to the preservation of historic military aircraft;
- (b) To provide facilities for the maintenance, restoration, and preservation of flying historic aircraft;
- (c) To operate a facility open to the general public suitable for display of the museum's aircraft collection;
- (d) To sponsor, host, or participate in the production of air shows and flying demonstrations;
- (e) To engage in other activities related to the purposes of the museum as established in its charter as a nonprofit Texas corporation and as permitted according to its status as a public charity under Section 501(c)(3) of the Internal Revenue Code.
- (f) For the storage, maintenance, servicing and repair of aircraft, aircraft assemblies, aircraft accessories and aircraft radio electronic equipment and any component parts thereof.
- (g) For the parking of automobiles and other vehicles operated by officers, employees, invitees and business visitors of the Lessee;
- (h) For the parking of aircraft;
- (i) For administrative offices in connection with purposes authorized hereunder;
- (j) For the sale of soft drinks, snacks and other prepackaged food items through vending machines, counter display.

- (k) For the sale of gift items, pilot supplies, books, training materials, aviation and other related materials.
- (l) To provide for the hosting of assorted social and business gatherings to include arrangement for outside contractors to provide food, beverage (including alcoholic beverages) and entertainment services.

ARTICLE 4
RENTAL

4.1 For use and occupancy of the Leased Premises herein granted, the Lessee agrees to pay to the City on January 1, 1992 and each succeeding January 1 for the term of the lease at the rate of \$0.05 (Five Cents) per square foot of land leased to equate an Annual Base Rent of \$13,220.00 which rate may be periodically adjusted in accordance with the terms of Section 4.1.1 below.

4.1.1 The amount of the Annual Base Rent shall be adjusted biannually commencing January 1, 1992 in the following manner:

- (a) The Base Index Number shall be established as the Consumer Price Index for November, 1988 as determined by the United States Department of Labor Bureau of Labor Statistics for "All Items".

- (b) The Anniversary Index Number shall be established as the Consumer Price Index for November of the year immediately preceding the year for which the Annual Base Rent is being adjusted (Example: For adjustment of Annual Base Rent in 1992, the November, 1991 Consumer Price Index will be used. The next adjustment of Annual Base Rent will be in January, 1994 based on November, 1993 Consumer Price Index).
- (c) The Anniversary Index Number shall be divided by the Base Index Number and the quotient thereof shall then be multiplied by the Annual Base Rent set forth in Section 4.1.
- (d) The product thereof shall be the Adjusted Base Rent that shall be payable for the next two (2) years.

Such Adjusted Base Rent shall be calculated in the above manner (i.e. by reference to the Base Index Number, Anniversary Index Number and the Annual Base Rent) during each alternate two (2) years of the lease term (e.g. 1994, 1996).

Lessor shall, within a reasonable time after obtaining the appropriate data necessary for computing any change

in the annual rent, give Lessee notice of any change so determined. Lessee shall notify Lessor of any claimed error therein within thirty (30) days after receipt of such notice. If publication of the Consumer Price Index shall be discontinued, the parties hereto shall thereafter accept the comparable statistics on the cost of living for the City of Houston, Texas, as they shall be computed and published by an agency of the United States or by a responsible financial periodical of recognized authority, then to be selected by the parties hereto.

4.2 Notwithstanding anything to the contrary herein, it is understood and agreed that no payment of rent shall be required of Lessee with respect to any period of time prior to January 1, 1992 and all payments otherwise required by Article 4, with respect to periods prior to January 1, 1992, shall be abated by Lessor and Lessee shall have no obligation to make such payment before this date in consideration of the Lessee's agreement to build a building to house the museum with an approximate value of One Million Dollars.

4.3 The base annual rental fee provided by Section 4.1 as adjusted by Section 4.1.1 shall be paid at the office of the airport manager or at any other such office as may be directed in writing by the City unless otherwise provided expressly herein.

- 4.4 If any annual rental payment is not paid on or before the tenth day following the established due date of payment such payment shall bear interest at 10% per annum.
- 4.5 Income tax records of Lessee shall be made available to Lessor to the extent required by law in connection with Lessee's status as a Public Charity under Section 501(c)(3) of the Internal Revenue Code.
- 4.6 Lessee agrees to begin construction within 90 days of the date of the execution of this lease and to use its best efforts to complete construction of a building to house the Lone Star Flight Museum with an approximate cost of One Million Dollars to be completed on or before January 1, 1992 in accordance with all applicable building codes and construction regulations.

ARTICLE 5
ACCEPTANCE, CARE, MAINTENANCE,
IMPROVEMENTS AND REPAIR

- 5.1 Lessee warrants that it has inspected the Leased Premises and accepts possession of the Leased Premises and the improvements thereon "as is" in its present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations of the Federal Aviation Administration, the Texas Alcoholic Beverage Commission, all state statutes pertaining to the operation of Lessee, County Health Department and by

ordinances of the City, and suitableness and sufficiency for the uses permitted hereunder. Except as may otherwise be provided herein, the City shall not be required to construct, to maintain nor to make improvements, repairs or restorations upon or to the Leased Premises or to any of the improvements presently located thereon. City shall never have any obligation to repair, maintain or restore, during the term of this lease, any improvements placed upon the Leased Premises by Lessee, its successors and assigns.

5.2 Lessee shall throughout the term of this Agreement assume the entire responsibility, cost and expense, for all repair and maintenance whatsoever on the Leased Premises and keep all improvements thereon in good condition and repair, whether such repair or maintenance be ordinary or extraordinary, structural or otherwise. Additionally, Lessee, without limiting the generality hereof, shall:

- (a) keep at all times, in a clean and orderly condition and appearance, the Leased Premises, all improvements thereon and all of the Lessee's fixtures, equipment and personal property which are located on any part of the Leased Premises;
- (b) provide and maintain on the Leased Premises all obstruction lights and similar devices, and safety equipment required by law;
- (c) repair any damage to the pavement on the leased premises other than by normal wear and tear caused by any agent, employee, representative or business invites of the Lessee.
- (d) take measures to prevent erosion, including but not limited to, the planting and replanting of grasses with respect to all portions of the Leased

Premises not paved or built upon, and in particular Lessee shall plant, maintain and replant any landscaped areas according to existing City codes.

- (e) be responsible for the maintenance and repair of all existing and future utilities service lines placed on the Leased Premises and used by Lessee exclusively, including, but not limited to, water lines, gas lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers.
- (f) Lessee shall clean and remove any grass or debris from the concrete cracks and crevices located on the apron or tiedown area of the leased premises.

5.3 In the event the Lessee fails: (a) to commence to maintain, clean, repair, replace, rebuild or repaint within a period of thirty (30) days after written notice from the City to do any maintenance or repair work required to be done under the provisions of this Agreement, other than preventive maintenance, (b) or within a period of ninety (90) days if the said notice specifies that the work to be accomplished by the Lessee involves preventive maintenance only: (c) or to diligently continue to completion any repairs, replacement, rebuilding, painting or repainting as required under the Agreement; then, the City may, at its option, and in addition to any other remedies which may be allowed by law, repair, replace, rebuild or repaint all or any part of the Leased Premises or the improvements thereon, and do all things reasonably necessary to accomplish the work required, and the cost and expense thereof shall be payable to the City by Lessee on demand. Provided, however, if in the opinion

of the City, the Lessee's failure to perform any such maintenance endangers the safety of the public, the employees or property of the City or other tenants at the Airport, and the City so states same in its notice to Lessee, the City may, at its sole option, in addition to all other remedies which may be available to it, elect to perform such maintenance at any time after the giving of such notice, and Lessee agrees to pay to the City the cost and expense of such performance on demand. The foregoing shall in no way affect or alter the primary obligations of the Lessee as set forth in this Agreement, and shall not impose or be construed to impose upon the City any obligations to maintain the Leased Premises, unless specifically stated otherwise herein.

- 5.4 Plans and specifications for all major repairs, constructions, alterations, modifications, additions replacements (hereinafter referred to as "improvements"), undertaken by the Lessee shall be submitted to the City, at the office of the Airport Manager, and no such work shall be commenced without the prior written consent of the City, which consent will not unreasonably be withheld. City shall advise Lessee within thirty (30) days after receipt of the written request of its approval or disapproval of the proposed work, and in the event it disapproves, City shall state its reasons for disapproval. Failure of the City to provide a written approval or

disapproval within such 30-day period shall be deemed to be an approval.

5.5 Nothing in this lease shall be construed as an agreement by the City to waive any lien the City may have, whether constitutional, statutory or contractual, upon any leasehold improvements on the property of Lessee, nor to make any agreement to subordinate any such lien to the lien(s) or claims of any third party.

5.6 Subject to the liens of the City, Lessee shall be and remain the owner of all improvements constructed by the Lessee upon the Leased Premises during the term of this lease and any extensions or renewals, unless otherwise provided by amendment or separate agreement incorporated hereto. It is specifically agreed between the parties that upon termination or cancellation of this Agreement any and all improvements constructed or to be constructed upon the Leased Premises by the Lessee will become the property of the City at the City's option in accordance with Section 5.7 hereof. Should the City decline to accept any of the improvements, the Lessee shall remove same and the premises shall be returned to the same or better condition as the premises were as of the effective day of the Agreement subject only to ordinary wear and tear, all at the sole cost and expense of Lessee. The City shall not be liable to Lessee or Lessee's contractors or subcontractors or sublessee's for the

value of any improvements constructed or located on the Leased Premises.

- 5.7 Complete and unencumbered title to all improvements or repairs located on the Leased Premises shall vest with the City at its sole option upon such time as this Agreement expires or is sooner terminated except as otherwise provided herein. Title shall be free and clear of all claims on the part of the Lessee on account of improvement work done under the terms hereof by Lessee. The vesting of title in the City at the time specified is a part of the consideration for this lease. The City shall not be liable to Lessee or Lessee's contractors or sublessees for the value of any improvements constructed or located on the Leased Premises.

ARTICLE 6
ADDITIONAL OBLIGATIONS OF LESSEE

- 6.1 Lessee shall not produce any disturbances on any Airport property that interfere with the operation by the City or Federal Aviation Administration of air navigational communications or flight equipment on the airport.
- 6.2 Lessee shall control the conduct and demeanor of its officers, agents, employees, invitees and, upon reasonable objection from City concerning the conduct, or demeanor of any such person, Lessee shall immediately take all lawful steps necessary to remedy the objection.

- 6.3 Lessee shall comply with all laws and regulations promulgated by the federal, state, county, city and airport authorities applicable to the Leased Premises and the improvements thereon and its operations at the Airport hereunder.
- 6.4 Lessee shall comply with all present and future written instructions of the City in disposing of its trash and refuse at Lessee's expense, and shall use a system of refuse disposal approved by the City.
- 6.5 Lessee shall not commit, nor permit to be done, anything which may result in the commission of a nuisance, waste or injury of the Leased Premises.
- 6.6 Lessee shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire protection system, sprinkler system, alarm system and fire hydrants and hoses, if any installed or located on the Leased Premises.
- 6.7 Lessee shall take measures to insure security in compliance with Federal Air Regulations and the Airport Security Plan.
- 6.8 Lessee shall not do, nor permit to be done, any act or thing upon the Leased Premises which may constitute a hazardous condition so as to increase the risks attendant upon the operations permitted by the Agreement.
- 6.9 Lessee shall use only a working supply of flammable liquids within any covered or enclosed portion of the

Leased Premises. The term "working supply" as used in this Section shall mean the amount consumed by the Lessee during any normal work day. Any other supplies of such liquids shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories.

6.10 It is the intent of the parties hereto that noise, including but not limited to, noise caused by aircraft engine operation shall be held to the minimum required by applicable federal, state and local regulations. To this end, the Lessee will conduct its operations in such a manner as to keep the noise produced by aircraft engines and component parts thereof or any other noise to the minimum standards by the use of such methods or devices as are practicable, considering the extent and type of the operations of the Lessee, but in no event less than those devices or procedures that are required by Federal, State or Local law. In addition, Lessee shall use its best effort to minimize prop or jet blast interference to aircraft operating on or adjoining the leased premises, buildings, structures and roadways, now located on or which in the future may be located on areas adjacent to the Leased Premises.

6.11 Lessee shall maintain accurate business records and books of accounts on the Leased Premises, recording all transactions at, through or in anywise connected with Lessee's operations.

- 6.12 Lessee shall permit during ordinary business hours during the term hereof and for one year thereafter the examination and audit by the employees or representatives of the City of such records and books of account.

ARTICLE 7
INGRESS AND EGRESS

- 7.1 The Lessee shall have the right of aircraft and automobile ingress and egress to and from the Leased Premises by means of taxiways and/or ramps, to be used in common with others having rights of passage thereon, except when the Airport is closed to the public. Such right of ingress and egress shall at all times be sufficient for Lessee to accomplish its purpose as a museum open to the general public in a manner consistent with the purposes and terms of that Agreement.
- 7.2 City agrees to complete the removal of the first set of T-hangars on the north ramp prior to Lessee's completion of the construction of the hangars agreed to herein.
- 7.3 The use of any such roadway shall be subject to the present and future Rules and Regulations of the Airport. City, at any time, may temporarily or permanently, close or consent to or request the closing of any such roadway and any other way at, in, or near the Leased Premises presently or hereafter used as such, so long as a reasonable means of ingress and egress as provided above remains available to Lessee. The Lessee hereby releases

and discharges the City, its officers, employees, and agents; all municipalities and other governmental authorities and their respective successors and assigns, of and from any and all claims, demands, or causes of action which the Lessee may now or at any time hereafter have against any of the foregoing, arising or alleged to arise out of the closing of any street, roadway or other area, provided that a reasonable means of access to the Leased Premises remains available to the Lessee whether within the Leased Premises or outside the Leased Premises at the airport unless otherwise mandated by safety considerations or lawful exercise of the police power. The Lessee shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Leased Premises or in any streets or roadways near the Leased Premises.

ARTICLE 8
INSURANCE, DAMAGE OR DESTRUCTION

- 8.1 To safeguard the interest of the City, the Lessee at its sole cost and expense shall procure and maintain throughout the term of this Lease, insurance protection for "all risk" coverage on the structure and improvements of which the Leased Premises is a part, to the extent of 100% of the actual replacement cost thereof, in insurance companies approved to do business in the State of Texas by the State Insurance Commission with a Best's Insurance

Rating of "A" with an insurance company acceptable to the Risk Manager of the City of Galveston. If said insurance company becomes financially incapable of performing under the terms of said policy, the Lessee performing under the terms of said policy, the Lessee shall promptly obtain a new policy issued by a financially responsible carrier and shall submit such new policy as previously provided.

8.1.1 The above state property insurance shall name the Lessee as the insured, with the City of Galveston as additional insured and shall provide thirty (30) days notice of cancellation or material change, by registered mail, to the Office of the City of Galveston Risk Manager, and have a deductible in an amount not greater than one percent (1%) of the face amount of the policy.

8.1.2 The Lessee shall provide a copy of the above stated property insurance policy to the Office of the Airport Manager, at least seven (7) days prior to the construction of any improvements. Upon the failure of the Lessee to maintain such insurance as above provided, the City, at its option, may take out such insurance and charge the cost thereof to Lessee with the next installment of the monthly rental due hereunder or may declare a default hereunder pursuant to Article 18 herein.

8.3 If any insured improvements on the Leased Premises are damaged or destroyed (except damage or destruction by Lessee as set forth in 8.6 hereof) to the extent that

they are unusable by Lessee for the purposes for which they were used prior to such damage, or destruction, Lessee shall promptly repair, rebuild or replace the damaged or the destroyed portion of the Leased Premises in conformance with all current laws.

8.4 In the event of damage or destruction to any of the improvements upon the Leased Premises, the City shall have no obligation to repair or rebuild in accordance with Section 8.3, the improvements or any fixtures, equipment or other personal property. Upon the failure of Lessee to repair or rebuild, the City shall, as agent of Lessee, repair or rebuild such damage or destruction at the expense of Lessee which expense shall be due and payable on demand.

8.5 Upon completion of all the repair work, the Lessee shall certify by an authorized representative that the construction is completed in a satisfactory manner, that all costs in connection therewith have been paid by the Lessee. Certification shall include an itemization of costs. In the event of any uninsured damages, if the insurance proceeds are not sufficient, the Lessee agrees to bear and pay the deficiency. Nothing herein contained shall be deemed to release the Lessee from any of its repairs, maintenance or rebuilding obligations under this lease.

8.6 In the event the improvements on the Leased Premises are damaged or destroyed by fire or by reason of any act or

omission of the Lessee or its employees, this Lease Agreement shall continue in full force and effect, and the Lessee shall repair or rebuild the improvements so damaged or destroyed, in accordance with all current laws and regulations at Lessee's own cost and expense, and in good workmanlike manner to the same or better condition as the premises were in prior to the destruction.

ARTICLE 9
LIABILITIES AND INDEMNITIES

- 9.1 City shall not in any way be liable for any cost, liability, claim, cause of action, damage or injury, occurring on the Leased Premises, or the Airport, as a result of any operations, works, acts or omissions performed by Lessee or its agents, including but not limited to any claim arising from the sale, consumption, or distribution of alcoholic beverages.
- 9.2 Lessee agrees to indemnify, save and hold harmless, the City (its officers, agents, servants, employees, and invitees) of and from any and all costs, liability, damage and expense (including costs of suit and reasonable expenses of legal services) claimed or recovered, justly or unjustly, false, fraudulent or frivolous, by any person, firm or corporation by reason of injury to, destruction or loss of use of any and all property, including City personnel and City property, directly or indirectly arising from, or resulting from,

any operations, works, acts or omissions of Lessee, its agents, servants, employees, contractors, sublessees or tenants. Provided, however, that upon the filing with the City by anyone of a claim for damages arising out of incidents for which Lessee herein agrees to indemnify and hold the City harmless, the City shall notify Lessee of such claim and in the event that Lessee does not settle or compromise such claim, then Lessee shall undertake the legal defense of such claim both on behalf of Lessee and on behalf of the City. Provided, however, that nothing herein shall be interpreted to make the Lessee responsible for the negligence of City, its officers, employees or agents. It is specifically agreed, however, that the City at its own cost and expense, may participate in the legal defense of any such claim. Any final judgment rendered against the City for any cause for which the Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount upon the expiration of the time for appeal.

- 9.3 In addition to Lessee's undertaking, as stated in this Article, and as a means of further protecting the City, its officers, agents, servants and employees, Lessee shall at all times during the term of this Agreement obtain and maintain in effect Public Liability Insurance coverage as set forth in Exhibit B attached hereto and made a part hereof. In this connection, Lessee agrees to require its contractors doing work on the Airport, and

Lessee's tenants and sublessees, to carry adequate insurance coverage, and if Lessee so desires, it may accomplish same by an endorsement to Lessee's policies to include such persons or parties as additional named insureds.

9.3.1 The City reserves the right to increase the minimum liability insurance set forth in Exhibit B when in the City's opinion the risks attendant to Lessee's operations hereunder have increased and it becomes reasonable for the City to increase the amount of insurance coverage required.

9.4 The Lessee represents that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans used by it in its operations under or in anywise connected with this Agreement. The Lessee agrees to save and hold the City, its officers, employees, agents and representatives free and harmless of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Lessee under or in anywise connected with this Agreement.

9.5 The Lessee represents and warrants that no broker has been concerned on its behalf in the negotiation of this Agreement and that there is no such broker who is or may

be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the City of and from any claim for commission or brokerage made by any such broker when such claim is based in whole or in part upon any act or omission of the Lessee.

ARTICLE 10
RULES AND REGULATIONS

- 10.1 From time to time City may adopt and enforce rules and regulations with respect to the occupancy and use of the Airport. Lessee agrees to observe and obey any and all rules and regulations and all other Federal, State and municipal rules, regulations and laws as they now read or are hereinafter amended, and to require its officers, agents, employees, contractors, and suppliers, to observe and obey the same. City reserves the right to deny access to the Airport and its facilities to any person, firm or corporation that fails or refuses to obey and comply with such rules, regulations or laws. Lessee hereby acknowledges receipt of a current copy of such City rules and regulations.

ARTICLE 11
SIGNS

- 11.1 Lessee shall have the right to install and maintain one or more signs on the Leased Premises identifying it and

its operations, provided, however, the subject matter, type, design, number, location and elevation of such signs, and whether lighted or unlighted, shall be subject to and in accordance with the written approval of the Airport Manager. No sign will be approved that may be confusing to aircraft pilots or automobile drivers or other traffic which fails to conform to the architectural scheme of the Airport or meet the requirements of the Airport Manager.

ARTICLE 12
ASSIGNMENT AND SUBLEASE

- 12.1 Lessee covenants and agrees that it will not sell, convey, transfer, mortgage, pledge or assign this Agreement or any part thereof, or any rights created thereby, without the prior written consent of the City, which consent shall not be unreasonably withheld. Any assignment to an assignee who has the ability to perform all the obligations of this lease and whose financial status is acceptable to the Lessor, will be approved as long as the use of the leased premises is consistent with the uses enumerated in this lease.
- 12.2 No assignment of this Agreement shall be valid except on the condition that the assignee accepts and agrees to all of the terms, conditions and provisions of this Agreement, and agrees to accept and discharge all of the covenants and obligations of Lessee hereunder, including

but not limited to the payment of all sums due and to become due by Lessee under the terms hereof.

12.3 Subject to all of the terms and provisions hereof, Lessee may, with the prior written consent of the City, provided further that such consent shall not be unreasonably withheld, sublet a portion or portions of the Leased Premises to a person, partnership, firm or corporation engaged in a business that is in the opinion of the City compatible and in keeping with Lessee's authorized use of the Leased Premises, but in no event shall the Lessee sublet all or any portion of the Leased Premises to a fixed base operator.

12.4 No consent by the City to subleasing by Lessee of portions of the Leased Premises shall in any way relieve Lessee of any of its obligations to the City set forth or arising from this lease and a termination of Lessee's rights hereunder shall ipso facto terminate all subleases.

12.5 No consent to subleasing by the Lessee to a person, corporation or partnership conducting any business for profit derived from activities at the Airport shall be granted by the City without a duly executed permit agreement between the City and the sublessee.

12.6 If the Lessee assigns, sells, conveys, transfers, mortgages, or pledges this Agreement or sublets any portion of the Leased Premises in violation of the foregoing provisions of this Article, or if the Leased

Premises are occupied by anyone other than the Lessee, its agents, representatives, guests, and/or invitees, City may collect from any assignee, sublessee or the person who claims a right to this Agreement or who occupies the Leased Premises any charges or fees payable by such assignee, sublessee or other person and may apply the net amount collected to the rents herein reserved; and no such collection shall be deemed a waiver by City of the agreements contained in this Article nor of acceptance by City of any assignee, claimant or occupant, nor as a release of the Lessee by City from the further performance by the Lessee of the agreements contained herein.

- 12.7 By execution of this Lease, City hereby provides written consent for Lessee to assign this lease at any time to R. L. Waltrip or any entity wholly owned by R. L. Waltrip, and for the reassignment of this lease to original Lessee.

ARTICLE 13 CONDEMNATION

- 13.1 Prior to undertaking condemnation, the City agrees to use its best effort to negotiate a purchase of any leasehold interest of Lessee or to acquire necessary property in such a manner that it does not interfere with the leasehold premises. Prior to undertaking a condemnation

action that will affect the leasehold, City shall give Lessee at least fifteen (15) days written notice of a public hearing to be held before the City Council of the City of Galveston and at this public hearing Lessee will be allowed to fully participate and communicate its views.

- 13.2 Upon the acquisition by condemnation or the exercise of the power of eminent domain under any federal or state statute by the Federal Government, the State of Texas, or any federal or state agency or any other person vested with such power, of a temporary or permanent interest in all or any part of the Airport, including without limitation, the premises leased hereunder, the City and Lessee shall each have the right to appear and file a claim for damages, to the extent of its respective interest, in the condemnation or eminent domain proceeding, to participate in any and all hearings, trials and appeals therein, and to receive and retain such amount as each may lawfully be entitled to receive as damages or payment as a result of such acquisition.

ARTICLE 14
NONDISCRIMINATION

- 14.1 The Lessee, for it, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event

facilities are constructed, maintained, or otherwise operated on the Leased Premises for a purpose for which a United States Government program or activity is extended, that the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

- 14.2 The Lessee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of

Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

14.3 The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E, to insure that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered suborganization provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, to Subpart E, to the same effect.

14.4 That in the event of breach of any of the preceding nondiscrimination covenants, City of Galveston shall have the right to terminate the license, lease, permit, etc., and to re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

- 14.5 During the time of war or national emergency, City shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and, if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.
- 14.6 In this connection, the City reserves the right to take whatever action it might be entitled by law to take in order to enforce this provision. This provision is to be considered as a covenant on the part of the Lessee, a breach of which, continuing after a notice by City to cease and desist, will constitute a material breach of this agreement and will entitle the City, as its option, to exercise its right of termination as provided for herein, or take any action that it deems necessary to enforce compliance herewith.
- 14.7 The Lessee shall include the foregoing provisions in every agreement or concession pursuant to which any person or persons, other than the Lessee, operates any facility at the Leased Premises providing service to the public and shall include thereon a provision granting the City a right to take such action as the United States may direct to enforce such covenant.
- 14.8 The Lessee shall indemnify and hold harmless City from any claims and demands of third persons including the United States of America resulting from the Lessee's

noncompliance with any of the provisions of this Section and the Lessee shall reimburse City for any loss or expense incurred by reason of such noncompliance.

ARTICLE 15
GOVERNMENTAL REQUIREMENTS

15.1 The Lessee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Lessee's operations at the Leased Premises which may be necessary for the Lessee's operations thereat.

15.2 Without waiving any right to protect any assessment or to claim any exception or exemption to which Lessee may be entitled by law, the Lessee shall pay all taxes, license, certification, permit and examination fees and excise taxes which may be assessed, levied, exacted or imposed on the Leased Premises, leasehold interest or operations hereunder, or on the gross receipts or income to Lessee therefrom, and shall make all applications, reports and returns required in connection therewith.

ARTICLE 16
RIGHTS OR ENTRY RESERVED

16.1 The City, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the Leased Premises for any and all purposes, provided, such action by the

City, its officers, employees, agents, representatives and contractors does not unreasonably interfere with the Lessee's use, occupancy, or security requirements of the Leased Premises.

16.2

Without limiting the generality of the foregoing, the City, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right, at its own cost and expense, whether for its own benefit, or for the benefit of others than the Lessee at the Airport, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Leased Premises at all reasonable times to make such repairs, replacements or alterations thereto, as may, in the opinion of the City, be deemed necessary or advisable, and from time to time construct or install over, in or under the Leased Premises such systems or parts thereof and in connection with such maintenance use the Leased Premises for access to other parts of the Airport otherwise not conveniently accessible, provided, however, that in the exercise of such right of access, repair, alteration or new construction, the City shall not unreasonably interfere with the actual use and occupancy of the Leased Premises by the Lessee. It is specifically understood and agreed that the reservation of the aforesaid right by the City shall not impose or be construed to impose upon the City any obligation to

repair, replace or alter any utility service lines now or hereafter located on the Leased Premises for the purpose of providing utility services only to the Leased Premises. In the event that any personal property of Lessee shall obstruct the access of the City, its officers, employees, agents or contractors, or the utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system, Lessee shall move such property, as directed by the City or said utility company, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Lessee shall fail to move such property after direction from City or said utility company to do so, the City or the utility company may move it, and the Lessee hereby agrees to pay the cost of such moving upon demand, and further Lessee hereby waives any claim for damages as a result therefrom, except for claims for damages arising from the City's sole negligence.

- 16.4 At any reasonable time, and from time to time during the ordinary business hours, the City, by its officers, agents and employees, whether or not accompanied by a prospective lessee, occupier or user of the Leased Premises, shall have the right to enter thereon, for the purpose of exhibiting and viewing all parts of the same, subject to Lessee's reasonable security requirements.

- 16.5 Exercise of any or all of the foregoing rights, by the City, or others under right of the City, shall not be, nor be construed to be, an eviction of Lessee, nor be made the grounds for any abatement of rental nor any claim or demand for damages, consequential or otherwise.

ARTICLE 17
ADDITIONAL CHARGES

- 17.1 Except as provided in Section 5.3(b), in the event Lessee fails within thirty (30) days after receipt of written notice from City to perform or commence to perform any obligation required herein to be performed by Lessee, City may enter the Leased Premises (without such entering causing or constituting a cancellation of this Agreement or an interference with the possession of such Leased Premises by Lessee) and do all things reasonably necessary to perform such obligation, charging to Lessee the cost and expense thereof, and Lessee agrees to pay to the City upon demand such charge in addition to other amounts. If Lessee's failure to perform any such obligation endangers the safety of the public or employees or property of the City, or other tenants of the airports, and City so states in its notice to Lessee, the City may perform such obligation of Lessee at any time after the giving of such notice, and charge to the Lessee the reasonable cost and expense thereof which Lessee shall pay upon demand.

ARTICLE 18
DEFAULT

18.1 In the event Lessee breaches any term or provisions of the Lease, including, but not limited to the obligation to pay rent as and when due, the City shall have the right to terminate this Lease upon giving Lessee thirty (30) days notice to cure such default (except as otherwise provided in Section 5.3 above). If Lessee shall not have cured its default within said thirty (30) day period to the satisfaction of the City, then the City may declare this Lease and Lessee's right of occupancy to be terminated, and Lessee shall at once quit the Premises, taking only such personal property or fixtures as are not permanently attached to the leased premises. The foregoing rights and remedies given to City are in addition to any other and further rights granted to City herein or by law. The failure by the City at any time to exercise any right or remedy hereby given to it shall not be deemed to operate as a waiver by it of its right to exercise such rights or remedies at any other or future time.

ARTICLE 19
TERMINATION BY LESSEE/LESSOR

19.1 Lessee has the right to cancel this lease in the event of the assumption by the United States Government, or any

authorized agency thereof, of the operation, control or use of the Airport and its facilities, or any substantial part thereof, in such a manner as to substantially restrict Lessee from operating its authorized Airport business for a continuous period of at least 180 (one hundred eighty) days.

ARTICLE 20
SURRENDER AND RIGHT OF RE-ENTRY

- 20.1 Upon the cancellation or termination of this Agreement pursuant to any terms hereof, Lessee agrees peaceably to surrender up the Leased Premises to the City in the same condition as they are at the time of the commencement of the term hereof, and as they may hereafter be repaired and improved by Lessee; save and except, (a) such normal wear and tear thereof as could not have been prevented by ordinary and usual repairs and maintenance, (b) obsolescence in spite of repair, and (c) damage to or destruction of the leasehold improvements for which insurance proceeds are received by the City. Upon such cancellation or termination, the City may re-enter and repossess the Leased Premises together with all improvements and additions thereto, or pursue any remedy permitted by law for the enforcement of any of the provisions of this Agreement, at City's election. Furthermore, upon such cancellation or termination, and for a reasonable time thereafter (not exceeding thirty

(30) days after such cancellation or termination, and for which period Lessee will pay to the City current lease rental(s), or during the term of this Agreement, if Lessee is not in default in rentals or any other charges or obligations due the City, Lessee shall have the right to remove its personal property, fixtures and trade equipment which it may have on the Leased Premises, provided the removal thereof does not impair, limit or destroy the utility of said Leased Premises or building for the purpose for which they were constructed or improved, and provided, further, that Lessee repairs all damages that might be occasioned by such removal, and restores the building and site to the condition above required. It is understood and agreed that the building which houses the air museum is to become the property of the City upon termination of the lease subject to the right of Lessee to remove its personal property, fixtures and trade equipment as stated herein.

ARTICLE 21
SERVICES TO LESSEE

- 21.1 To the extent Airport funds are available, City covenants and agrees that during the term of the Agreement it will use its best efforts to operate the Airport for the use and benefit of the public, provided, however, that the City may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is

necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public. The City further agrees to use its best efforts to keep in good repair hard-surfaced public roads for access to the Leased Premises and likewise to maintain its water and sanitary sewer facilities in areas designated for utilities or easements adjacent to the Leased Premises for access thereto by Lessee in accordance with City Ordinances governing same.

21.2 Lessee will contract with and obtain all required permits from the appropriate City Departments for any utility services provided by City and construction privileges or requirements paying any required connections fees, including those to be paid by owners, and all such services will be provided at rates and on terms and conditions established by the City for similar users in the City.

21.3 Lessee will also contract with the furnishers of all other utilities for the furnishing of such service to Leased Premises and shall pay for all water, gas, electricity, sanitary sewer service, other utilities, telephone, burglary and fire protection services furnished to the Leased Premises.

ARTICLE 22
SURVIVAL OF THE OBLIGATIONS OF THE LESSEE

22.1 In the event that this Agreement shall have been terminated in accordance with a notice of termination as

provided in Article 18 hereof, all the obligations of the Lessee under this Agreement shall survive such termination, re-entry, regaining or resumption of possession and shall remain in full force and effect for the full term of this Agreement, and the amount or amounts of damages or deficiency shall become due and payable to City to the same extent, at the same time or times, and in the same manner as if no termination, re-entry, regaining or resumption of possession had taken place. City may maintain separate actions each month to recover the damage or deficiency then due or at its option and at any time may sue to recover the full deficiency less the proper discount, for the entire unexpired term of the Agreement.

22.2 The amount of damages for the period of time subsequent to the termination (or re-entry, regaining or resumption of possession) on account of the Lessee's rental obligations, shall be the sum of the following:

- (a) the amount of the total of all installments thereof payable prior to the effective date of termination except that the credit to be allowed for the installment payable on the first (1st) day of the month in which the termination is effective shall be prorated for the part of the month the Agreement remains in effect on the basis of the total days in the month;
- (b) an amount equal to all expenses incurred by City in connection with regaining possession, restoring the Leased Premises, acquiring a new lease for the Leased Premises, legal expenses (including but not limited to attorney's fees), putting the Leased Premises in order, maintenance and brokerage fees.

ARTICLE 23
USE SUBSEQUENT TO CANCELLATION OR TERMINATION

- 23.1 The City, upon termination or cancellation pursuant to Article 18 hereof, may occupy the Leased Premises or may enter into an agreement with another lessee and shall have the right to permit any person, firm or corporation to enter upon the Leased Premises and use the same. Such use may be of part only of the Leased Premises or of the entire Leased Premises, together with other premises, and for a period of time the same as or different from the balance of the term hereunder remaining, and on terms and conditions the same as or different from those set forth in this Agreement.
- 23.2 City shall also, upon said termination or cancellation, or upon re-entry, regaining or resumption of possession, have the right to repair and to make structural or other changes in the Leased Premises, including changes which alter its character and the suitability thereof for the purposes of the Lessee under this Agreement, without affecting, altering or diminishing the obligations of the Lessee hereunder.
- 23.3 In the event either of use by others or of any actual use and occupancy by City, there shall be credited to the account of the Lessee against its survived obligations hereunder any net amount remaining after deducting from the amount actually received from any lessee, licensee, permittee or other occupier in connection with the use of

the said Leased Premises or portion thereof during the balance of the term of use and occupancy as the same is originally stated in this Agreement, or from the market value of the occupancy of such portion of the Leased Premises as City may itself during such period actually use and occupy, all expenses, costs and disbursements incurred or paid by City in connection therewith. No such use and occupancy shall be construed to be an acceptance of a surrender of the Leased Premises, nor shall such use and occupancy constitute a waiver of any rights of City hereunder. City will use its best efforts to minimize damages to Lessee under this Article.

ARTICLE 24
LIMITATION OF RIGHTS AND PRIVILEGES GRANTED

- 24.1 Except for the exclusive right of Lessee to possession of the Leased Premises, no exclusive rights at the Airport are granted by this Agreement and no greater rights or privileges with respect to the use of the Leased Premises or any part thereof are granted or intended to be granted to the Lessee by this Agreement, or by any provision thereof, than the rights and privileges expressly and specifically granted hereby.

ARTICLE 25
NOTICES

- 25.1 All notices, consents, and approvals required or desired to be given by the parties hereto shall be sent in

writing, and shall be deemed sufficiently given when same is deposited in the United States Mail, sufficient postage prepaid, registered or certified mail, return receipt requested, addressed to the recipient at the address set forth below:

To City: Airport Manager
 Galveston Municipal Airport
 P. O. Box 3266
 Galveston, Texas 77552

To Lessee: Steven R. Fredrich
 7600 W. Tidwell, Suite 208
 Houston, Texas 77040

- 25.2 Such addresses shall be subject to change from time to time to such other addresses as may have been specified in written notice given by the intended recipient to sender.

ARTICLE 26
HOLDING OVER

- 26.1 No holding over by Lessee after the termination of this Lease shall operate to extend or renew this lease for any further term whatsoever; but Lessee will by such holding over become the tenant at will of City and after written notice by city to vacate such premises, continued occupancy thereof by Lessee shall constitute Lessee a trespasser.

- 26.2 Any holding over by Lessee beyond the thirty (30) day period permitted for removal of fixtures without the written consent of the City shall make the Lessee liable to the City for damages equal to double the rentals provided for herein and which were in effect at the termination of the Lease.
- 26.3 All insurance coverage that Lessee is required under the provisions hereof to maintain in effect shall continue in effect of so long as Lessee, or any of the Lessee's sublessees or tenants occupy the Leased Premises or any part thereof.

ARTICLE 27
INVALID PROVISIONS

- 27.1 It is agreed by both parties that the sections, paragraphs, clauses, and phrases of this Agreement are severable, and if any phrase, sentence, paragraph or section of this Agreement should be declared invalid by the final judgment or decree of any Court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement, since the same are intended to be a part of this Agreement without the incorporation in this Agreement of any such invalid phrase, clause, sentence, paragraph or section.

ARTICLE 28
MISCELLANEOUS PROVISIONS

Remedies to be nonexclusive

- 28.1 All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other, or of any other remedy available to the City, or Lessee, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

Non-Waiver of Right

- 28.2 The failure by either party to exercise any right, or rights accruing to it by virtue of the breach of any covenant, condition or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall other party be relieved thereby from its obligations under the terms hereof.

Force Majeure

- 28.3 Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority or other circumstances for which it is not responsible or which is not in its control

provided, however, that this section shall not excuse Lessee from paying the rentals herein specified.

Non-Liability of Public Officials

- 28.4 No officer, official, agent or employee of the City shall be charged personally or held contractually liable under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement on account of any breach or because of his or her execution or attempted execution of this Agreement.

Quiet Enjoyment

- 28.5 The City covenants that as long as Lessee is not in default of any provision of this Agreement Lessee shall and may peaceably and quietly have, hold and enjoy the Leased Premises exclusively during the term hereof unless sooner canceled as provided in this Agreement.

General Provision

- 28.6 Lessee shall not use, or permit the use of, the Leased Premises, or any part hereof, for any purpose or use other than those authorized by this Agreement.
- 28.7 This Agreement shall be performable and enforceable in the City and County of Galveston, Texas, and shall be construed in accordance with the laws of the State of Texas. Any litigation including this Agreement shall be decided by a court of competent jurisdiction sitting in Galveston County, Texas.
- 28.8 This Agreement is made for the sole and exclusive benefit of the City and Lessee, their successors and assigns, and is not made for the benefit of any third party.

- 28.9 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.
- 28.10 All covenants, stipulations and agreements in this Agreement, shall extend to and bind each party hereto, its legal representatives, successors and assigns.
- 28.11 The titles of the several articles of this Agreement are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.
- 28.12 Nothing herein contained shall create or be construed to creating a co-partnership between the City and the Lessee or constitute the Lessee an agent of the City. The City and the Lessee each expressly disclaim the existence of such a relationship between them.

ARTICLE 29
SUBORDINATION CLAUSE

- 29.1 This Agreement is subject and subordinate to the following:
- (a) City reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or views of Lessee, and without interference or hindrance by or on behalf of Lessee, provided, Lessee is not deprived of the use of or access to the Leased Premises.

- (b) City reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to Aircraft.
- (c) This Agreement is and shall be subordinate to the provisions of existing and future agreements between City and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the obtaining or expenditure of Federal funds for the benefit of the Airport.
- (d) During the time of war or national emergency, City shall have the right to lease all or any part of the landing area or of the Airport to the United States for military or naval use. Abatement of rentals shall be determined by the City in proportion to the degree of interference with Lessee's use of the Leased Premises.
- (e) Because the Leased Premises is situated upon a public airport, Lessee's rights in the airspace above the Leased Premises are limited to those rights granted pursuant to Federal Aviation Administration rules, regulations and orders, as promulgated and amended from time to time.

ARTICLE 30
ENTIRE AGREEMENT

- 30.1 This Agreement consists of Article 1 to 30, inclusive, and Exhibit A and Exhibit B.
- 30.2 It constitutes the entire Agreement of the parties hereto and may not be changed, modified, discharged or extended except by written instrument duly executed by the city and the Lessee. The parties agree that no representations or warranties shall be binding upon the

City or the Lessee unless expressed in writing in this Agreement of Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

ATTEST:

Michael F. Mueen
City Secretary
Anna Lee

THE CITY OF GALVESTON
LESSOR

By: Janice R. Coggeshall
Janice R. Coggeshall, Mayor

ATTEST:

Arthur T. Tuck
Secretary/Treasurer

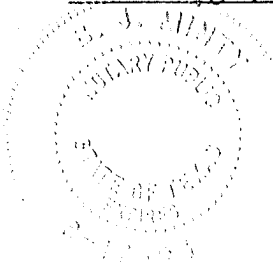
LONG STAR FLIGHT MUSEUM
LESSEE

By: Samuel W. Rizzo
Samuel W. Rizzo, President

STATE OF TEXAS §
COUNTY OF GALVESTON §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Janice R. Coggeshall, Mayor of the City of Galveston, Texas, known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed same as the act and deed of said City and in the capacity therein stated.

Given under my hand and seal of office this 27th day of November, 1989.



B. J. Minty
Notary Public in and for the State of Texas

My Commission Expires:
Aug 1, 1993.

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Samuel W. Rizzo, President of Lone Star Flight Museum, known to me to be their person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said Samuel W. Rizzo, and that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 27th day of November, 1989.



Notary Public in and for the
State of Texas

My Commission Expires:

Aug 7, 1993.

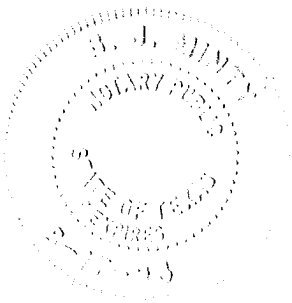
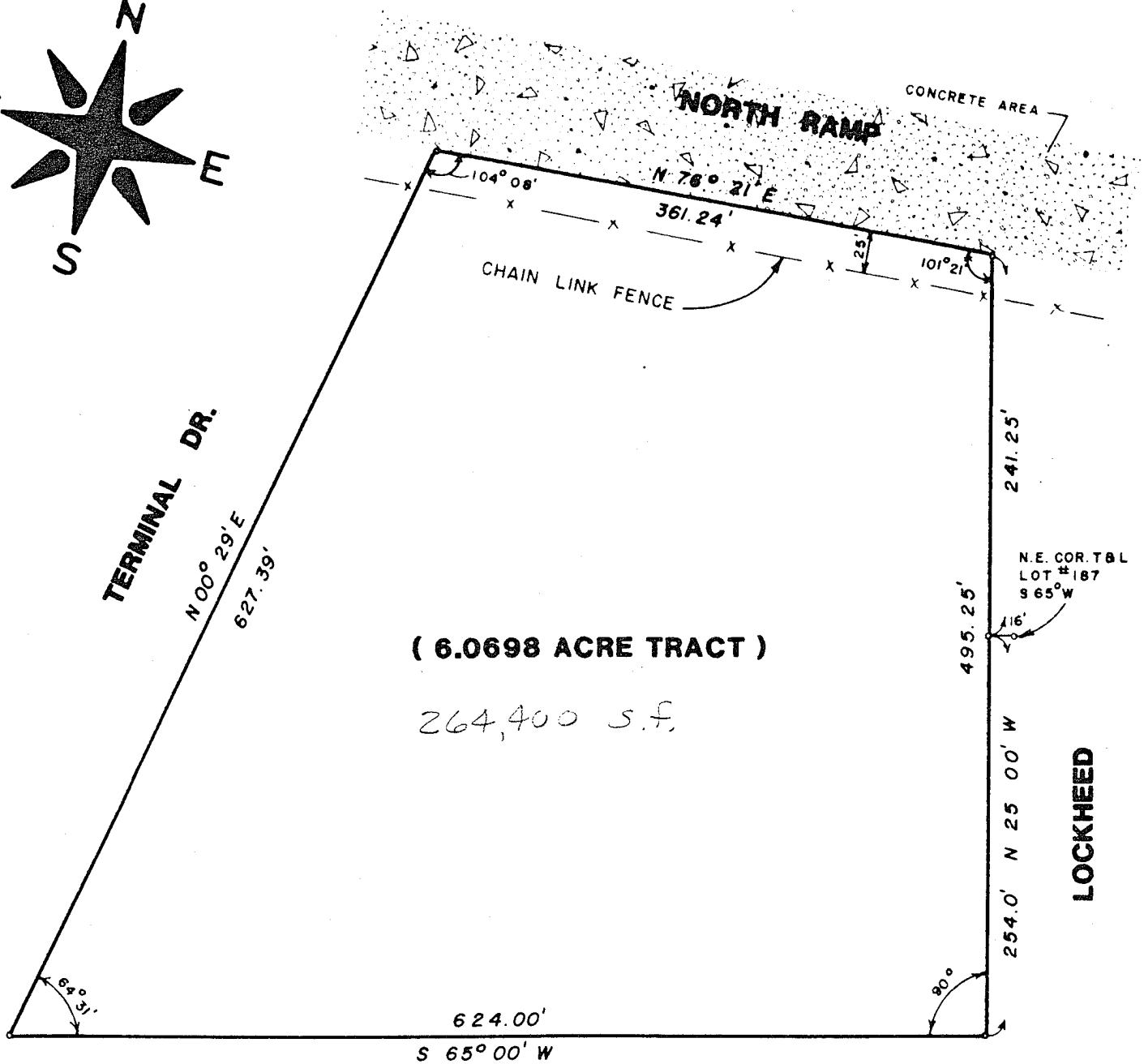
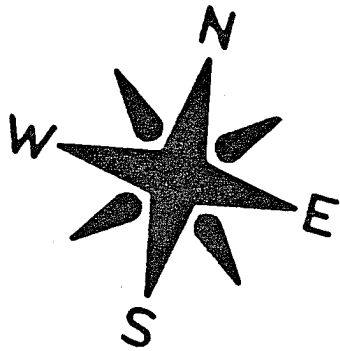


EXHIBIT "A"



PIPER DR.

GALVESTON AIRPORT
LEASE SITE SURVEY

OCTOBER 24, 1989

EXHIBIT B
INSURANCE COVERAGE

The Lessee, at Lessee's expense, shall obtain and maintain in continuous effect during the term of this lease agreement, insurance policies issued by an insurance carrier licensed to do business in the State of Texas, naming the City as additional insured and providing for:

- (1) Combined single limit general liability in an amount of not less than \$1,000,000.00.
- (2) Fire and extended coverage on improvements, insuring at at least 100% of the replacement cost thereof.

The Lessee shall provide the City with a Certificate of Insurance indicating proof of the foregoing coverages which shall name the City or an additional insured. Such certificate shall provide that the carrier issuing the certificate shall notify the City and the mortgage lender within ten (10) days in advance of any cancellation or significant change in the terms or coverage of such insured policies.

The failure of the Lessee to obtain and maintain such insurance coverage shall not relieve the Lessee from any liability arising from this lease agreement nor shall any such liability be limited to the liability insurance coverage provided for herein.

EXHIBIT “B”

**RELEASE AND LEASE TERMINATION AGREEMENT
BETWEEN
THE CITY OF GALVESTON
AND
6702 BROADWAY, LTD.**

This Release and Lease Termination Agreement ("Agreement") is entered into between the City of Galveston, Texas, a home-rule municipality ("Lessor"), and 6702 Broadway, Ltd., P.O. Box 17017, Galveston, Texas 77552, as permitted assignee of Lone Star Flight Museum ("Lessee"), individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, Lessor and the Lone Star Flight Museum entered into a Lease Agreement dated November 27, 1989, and as amended by the First Amendment to Lease Agreement, dated March 12, 2009, covering approximately two hundred sixty-four thousand four hundred (264,400) square feet of land together with any improvements to be constructed thereupon (as amended, the "Lease Agreement") at the City's Scholes International Airport ("Airport"); and

WHEREAS, the 6702 Broadway, Ltd is the permitted assignee of Lone Star Flight Museum's rights, title and interest in and to the Lease Agreement by virtue of an assignment between them to which the Lessor City of Galveston has given its consent; and

WHEREAS the Parties now desire to terminate the Lease Agreement assigned to 6702 Broadway and enter into a new lease with an expiration date of November 30, 2049 in the form attached hereto as Exhibit "A" (the "New Lease Agreement").

NOW, THEREFORE, in consideration of mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

INCORPORATION. The findings and recitations set out in the preamble to this Agreement are found to be true and correct and are hereby made a part hereof for all purposes.

1. **EARLY TERMINATION.** The Parties agree that the Lease Agreement assigned to 6702 Broadway Ltd. from Lone Star Flight Museum shall terminate by mutual consent effective December 14, 2018, ("Termination Date").
2. **BINDING UPON SUCCESSORS AND ASSIGNS.** This Agreement shall be for the benefit of and be binding upon the Parties hereto and their respective successors and assigns.
3. **CONSIDERATION.** The consideration expressed in this Agreement is hereby **ACCEPTED, ACKNOWLEDGED, AND CONFESSED** by the signatories herein to be adequate for purposes of this Agreement.
4. **REPRESENTATIONS AND WARRANTIES.** As a material inducement to the Parties' entry into this Agreement, the Parties do hereby unconditionally expressly warrant and represent to each other as follows:
 - a) that each of the Parties have carefully read this Agreement, that the Party has had an opportunity to discuss the Agreement's effect with counsel of its choice and that each Party fully understands

the Agreement's effect; this Agreement has been duly executed and delivered by each Party, is valid and binding upon each Party, and is enforceable against each Party in accordance with its terms; that none of the Parties have assigned any claims released herein and that each Party is the owner of the claims released by this Agreement;

- b) that no further action of, or filing with, any governmental authority is required to authorize, or is otherwise required in connection with, the execution, delivery, and performance by each Party of this Agreement;
 - c) the execution, delivery, and performance by each of the Parties of this Agreement does not require the consent of any other person and does not and will not constitute a violation of any laws, agreements or understandings to which the Party is a Party or by which the Party is bound;
 - d) that each of the Parties have executed this Agreement as its free and voluntary act, without any duress, coercion or undue influence exerted by or on behalf of any other Party;
 - e) that no promise, statement, representation, conduct or consideration by any Party, its owners, agents, servants, employees, attorneys or persons in privity with it has induced the execution of this Agreement except for those representations and agreements specifically set forth herein;
 - f) that none of the Parties are relying on any promise, statement, representation, warranty or conduct that is not specifically stated in this Agreement; and
 - g) that each Party is responsible for payment of their respective attorney's fees and cost.
5. **MUTUAL RELEASE OF CLAIMS.** In consideration of the execution of the New Lease Agreement and the mutual covenants and conditions contained therein and in this Agreement, each Party hereby WAIVES and RELEASES any and all claims to which it may have been entitled arising under or related to the Original Lease Agreement assigned by Lone Star Flight Museum to 6702 Broadway, Ltd., whether known or unknown, and whether contingent or liquidated.
6. **SAVINGS CLAUSE.** If any term or provision of this Agreement, as applied to any party or to any circumstance, is declared by a court of competent jurisdiction hereof to be illegal, unenforceable or void in any situation and in any jurisdiction, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending provision in any other situation or in any other jurisdiction. The parties agree that the court or arbitrator making such determination shall have the power to reduce the scope, duration, area or applicability of the term or provision; to delete specific words or phrases; or to replace any illegal, unenforceable or void term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision
7. **CONFLICTS.** In the event of any conflict between the terms, conditions, and provisions of this Agreement and the Applicable Laws and Authorities, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over the contrary provisions of the Applicable Laws and Authorities during the term of this Agreement.
8. **CONTROLLING LAW AND VENUE.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas and shall be performable in Galveston County, Texas, unless otherwise provided by law. Venue shall be in Galveston, Galveston County, Texas.

IN WITNESS WHERE OF the said Lessor and Lessee have executed this instrument as of the date set forth above.

LESSEE: 6702 Broadway Ltd.

LESSOR: City of Galveston, Texas

By: _____
Todd P. Sullivan, President

By: _____
Brian Maxwell, City Manager

Lessee's Address:
607 Broadway, Ltd.
P.O. Box 17017
Galveston, Texas 77552

Lessor's Address:
Scholes International Airport
Airport Director's Office
2115 Terminal Drive
Galveston, Texas 77554

APPROVED AS TO FORM:

CITY ATTORNEY

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on the _____ day of _____, 2018, by Brian Maxwell, City Manager, City of Galveston, Texas.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on the _____ day of _____, 2018, by Todd P. Sullivan, President of 6702 Broadway Ltd., as the official act and deed of said limited partnership.

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT “C”

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

**AVIATION GROUND LEASE AGREEMENT
BY AND BETWEEN
THE CITY OF GALVESTON
AND
6702 BROADWAY LTD.**

This Lease is entered into and effective the __ day of December 2018, between CITY OF GALVESTON, “Lessor”, a body politic existing under the Constitution and laws of the STATE OF TEXAS, the governing body and the true and lawful owner of THE SCHOLLES INTERNATIONAL AIRPORT, (the “Airport”), acting by and through the Airport Director, (the “Director”) and 6702 BROADWAY LTD., hereinafter referred to as “Lessee”, who covenant and agree as follows:

WHEREAS, Lessor and Lessee are committed to the proper operation, improvement, and continued development of the Airport; and

WHEREAS, Lessor deems it advantageous to itself and to the operation of the Airport to enter into a new Aviation Ground Lease Agreement with Lessee that certain land as stated herein.

NOW THEREFORE, in accordance with the terms, considerations and privileges listed herein, Lessor and Lessee covenant and agree as follows:

SECTION 1. LEASED PREMISES:

1. **Land** - Lessor does hereby lease to Lessee, approximately, two hundred sixty-four thousand four hundred (264,400) square feet of land located on the Airport more particularly described on Exhibit “A” as Leased Premises, and as identified on the “Airport Site Plan” which is attached hereto as Exhibit B and incorporated herein, together with any and all improvements located thereupon, all hereinafter referred to as the “Leased Premises”. Lessee hereby leases the Leased Premises from Lessor subject to the terms, covenants and conditions stated below, and shall have the right and privilege to maintain (as provided herein) the following improvements on the Leased Premises as described in Exhibit “C” which is attached hereto and incorporated herein by reference.
2. Lessee has inspected the Leased Premises and accepts it in its present “as-is” condition unless expressly noted otherwise in this Lease. Neither Lessor nor any agent has made any express or implied warranties as to the condition of the Leased Premises. Lessee must satisfy itself that the Leased Premises is physically suitable to be used as Lessee intends by independently investigating all matters related to the use of the Leased Premises. Lessee agrees that it is not relying on any warranty or representation made by Lessor, Lessor’s agent or any broker concerning the use of the Leased Premises.
3. Lessee shall be responsible for maintenance and insurance of the Leased Premises.

SECTION 2. TERM:

1. This Lease shall be for thirty-one (31) years, (the “Term”) beginning on the Commencement Date and ending November 30, 2049.

SECTION 3. CONSIDERATION:

1. Lease Payments - Subject to adjustment as herein below provided, Lessee agrees to pay to Lessor, without offset or deduction, payment for the Leased Premises at the Base Rate of One Thousand Four Hundred Sixty-Eight Dollars and Seventy-Eight Cents (\$1,468.78) per month or Seventeen Thousand Six Hundred Twenty-Five Dollars and Thirty-Six Cents (\$17,625.36) annually, in advance, (the "Lease Payment"). The first monthly Lease Payment shall be due and payable on the Commencement date in December 2018 at a rate of Forty-Seven Dollars and Thirty-Eight Cents (\$47.38) until December 31, 2018 with successive monthly rent payments being due and payable on the first day of each month thereafter during the Term hereof.
2. Adjustment of Lease Payment - Effective on January 1, 2020 and biannually thereafter, the base monthly rental will increase in the following manner:
 - A. The Base Index Number shall be established as the Consumer Price Index for November 2018 as determined by the United States Department of Labor Bureau of Labor Statistics for "All Items".
 - B. The Anniversary Index Number shall be established as the Consumer Price Index for November of the year immediately preceding the year for which the Annual Base Rent is being adjusted (Example: For the adjustment of Annual Base Rent in 2020, the November 2019 Consumer Price Index will be used. The next adjustment of Annual Base Rent will be in January 2022 based on November 2021 Consumer Price Index).
 - C. The Anniversary Index Number shall be divided by the Base Index Number and the quotient thereof shall then be multiplied by the Annual Base Rent set forth in Section 3, Number 1.
 - D. The product thereof shall be the Adjusted Base Rent that shall be payable for the next two (2) years.
3. Payment Method - All Lease Payments shall be paid as the same become due, without demand, in lawful currency of the United States, made payable to the Scholes International Airport, by mail to City of Galveston, Finance Department - Accounts Receivable, P.O. Box 779, Galveston, Texas 77553-0779 or by hand-delivery to the 3rd Floor, Finance Department, 823 Rosenberg, Galveston, Texas, 77550.
4. Late Payments - In the event Lessor fails to receive any Lease Payment on or before the tenth (10th) day of the month, a Late Payment penalty equal to 10% of such payment shall be charged to Lessee. In the event Lessee shall remain delinquent for more than 10 days, Lessee shall be in default as described in Section 19 Event of Default and Lessee's rights of occupancy and/or this Lease may be terminated by Lessor as further described in Section 20 - Remedies.

SECTION 4. MAINTENANCE AND REPAIR OF IMPROVEMENTS:

1. Prior to the execution of this Lease Agreement, Lessee and an authorized representative of Lessor shall together inspect the Lessee owned Improvements currently located on the Leased Premise, in order to determine and document the then existing condition of said Improvements. Lessee shall, throughout the term of this Lease, at its own cost and without expense to Lessor, be responsible for all maintenance and repair necessary to maintain said Improvements in good condition and repair, ordinary wear and tear excepted. By way of illustration but not limitation, such maintenance and repairs shall include, if applicable, foundation, roof, exterior walls, interior/exterior paint, floor coverings, wall coverings, fixtures, doors, door locks and glass. Lessee shall also be responsible for payment of utility service

charges for all utility service provided to the Leased Premises. Lessee shall be responsible for maintaining all mechanical systems including heating, ventilation and air conditioning systems, if any.

2. It is specifically agreed between Lessee and Lessor, that upon termination or cancellation of this Lease, at the option of the Lessor, any and all improvements constructed or to be constructed upon the Leased Premises may be removed and the premises restored to pre-lease condition at the sole cost and expense of the Lessee. Failure of Lessee to pay the expense of removal and restoration, if Lessor elects to have the improvements removed, shall constitute a breach of this Lease for which Lessee is liable. The Lessor shall not be liable to Lessee or Lessee's contractors or subcontractor's sublessees for the value of any improvements constructed or located on the Lease Premises.

SECTION 5. TAXES AND FEES:

1. Lessee shall be liable for all taxes and fees owed on or by its personal business or its self. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee.

SECTION 6. CONDITIONS OF USE OF THE LEASED PREMISES:

1. Condition of Leased Premises; Compliance with Law - Lessee agrees that it will at all times keep the Leased Premises, including the outside of any building clean and free of trash, litter, tall grass, weeds, junked automobiles, boats, trailers, scrap parts, etc.. No outside storage is allowed. Any variances to these standards can be appealed to the City for consideration, although the City will not be liable for any rejections of variances. Lessee may not use a rejection of a variance to alter the lease or commitments thereof in any way. Lessee shall abide by all applicable laws and rules of the Environmental Protection Agency, the Texas Commission on Environmental Quality, the Texas Department of Agriculture and any other public agency concerning its use, storage and disposal of hazardous chemicals, fuel and/or oil. Lessee further agrees to abide by the manufacturer's directions in regards to its use, storage and disposal of all pesticides, herbicides and other chemicals including their containers used at the Airport.
2. Clean-up by Lessor; Charge against Lessee - Should Lessee fail to keep the Leased Premises clean and free of hazards, Lessee shall be in default as described in Section 19 of this Lease and Lessor may, after 30 days written notice, arrange for the cleanup of the littered or hazardous area. Such clean up shall be charged to Lessee and be a Lease Payment due under the terms of this Lease.
3. Compliance with Laws, Rules and Regulations - Lessee will comply with all laws, rules and regulations now existing or hereafter established by the United States of America, the State of Texas, the City of Galveston, and their respective agencies, including the Federal Aviation Administration, the Texas Department of Transportation, Aviation Division (TxDOT Aviation), and the Scholes International Airport. Lessee acknowledges receipt of a copy of the current Rules & Regulations and Airport Minimum Operating Standards of the Airport. The Rules & Regulations and Airport Minimum Operating Standards are incorporated by reference as if written verbatim herein, and Lessee agrees to comply fully at all times with the Rules & Regulations and Airport Minimum Operating Standards. Lessor shall have the right to amend, modify and alter the Rules & Regulations and the Airport Minimum Operating Standards from time to time in a reasonable manner for the purpose of assuring the safety, welfare and convenience of Lessor, Lessee and all other Lessees and customers of the Airport.
4. Requirements of U.S.A. - It is expressly understood and agreed that this Lease is subject to and subordinate to and controlled by provisions, stipulations, covenants and agreements contained in those

certain contracts, agreements, resolutions and actions of Lessor constituting agreements between Lessor and the United States of America and its agents, including, but not limited to, the Federal Aviation Administration (FAA) and the Texas Department of Transportation Aviation Division (TxDOT Aviation) and all regulations now and hereafter imposed upon Lessor and that Lessor shall not be liable to Lessee on account of any of the foregoing matters and all of such contracts, agreements, resolutions, and regulations are incorporated herein by reference, and if any provision of this Lease is determined to be at variance with same, the Lessor and the Lessee agree to reasonably cooperate to modify this Lease, or if appropriate, to terminate this Lease with mutual consent of both parties.

5. FAA Requirements - Lessor and Lessee recognize and agree this Lease shall be subject to: such regulations and approvals as required by the FAA and TxDOT Aviation and in particular those FAA regulations which provide that the property subject to this Lease shall be used for Airport purposes and in such a manner so as not to materially and adversely affect the development and improvement, operation or maintenance of the Airport; and to the requirements of national emergency. Lessee agrees to cooperate and assist Lessor in complying with such regulations and conditions of approval. All runways and Airport facilities shall be open to the general traveling public for the landing and operation of aircraft therefrom without hindrance or interference on the part of Lessee.
6. National Emergencies - This Lease is subject to the right of temporary reentry and use of certain portions of the Airport by the Armed Forces of the United States Government during wartime involving the United States and in other national emergencies. In the event of any such re-entry, Lessee shall be entitled to receive the entire amount of any award made for such re-entry to the extent that it applies to the Leased Premises, whether such award is paid by way of damages, rent or otherwise, unless such period of re-entry shall extend beyond the expiration date of the Term of this Lease, in which case such award, after payment to Lessor therefrom of the estimated cost of restoration of the Leased Premises to the extent that any such award is intended to compensate for damage to the Leased Premises, shall be apportioned by Lessor and Lessee as of such date of expiration in the same ratio that the part of the entire period for which such compensation is made falling before the date of expiration and that part falling after, bear to such entire period.

SECTION 7. PERMITTED USE:

1. Lessee will use the Leased Premises primarily for the storage and maintenance of aircraft and aircraft-related equipment and in accordance with all requirements of the Scholes International Airport as defined in the Airport Minimum Operating Standards and Rules & Regulations, as amended by the City of Galveston from time to time, and in any lawful manner necessary or incidental to the conduct hereof. Non-aviation uses shall be permitted, provided that they do not interfere with the primary aviation related purposes, and provided that they comply with all applicable codes and regulations. If in the event the Lessee wishes to use any other portion of the Leased premises for non-aeronautical purposes, the Lessee may request such use of the Lessor in writing and if approved, shall be reflected in an Addendum to this Lease.
2. Lessee will not make or permit any use of the Leased Premises, which would interfere with landing or taking-off of aircraft at the Airport, or otherwise constitute an Airport hazard or impair the future development of the Airport. This includes such items as electrical or electronic equipment, creation of smoke or dust or glaring or misleading lights.
3. Lessor hereby grants, assigns and conveys to Lessee reasonable non-exclusive, non-discriminatory use, as defined by the FAA, of the runways, landing and taxiing ways, and common use portions of the Airport and related facilities (collectively referred to as "Common Areas") at all times, subject,

however, to the right of others entitled to use thereof. In the event that reasonable availability of the Airport for use by Lessee is discontinued for any cause or reason, Lessor shall use its best efforts to restore such availability at the earliest possible date.

4. Lessor reserves for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace over the Leased Premises and for such noise as may be inherent in the operation of aircraft in said airspace, and for landing on, taking off from or operating on the Airport.

SECTION 8. RESTRICTED USE:

1. In the event that Lessee makes any improvements or modification to the Leased Premises during the Term of this Lease, it is agreed and understood that any such improvements or modifications shall be made at the expense of Lessee and, at the expiration of this Lease and any extensions to this Lease and subject to the provisions of Section 4 (2), above, shall become the property of Lessor and Lessee shall have no further rights therein and may not remove any part thereof. No modifications or improvements will be made without the prior written consent of the Lessor.
2. Lessee agrees that the usage of the Leased Premises plus any associated apron shall be limited to the parking of its personal/company/customer owned aircraft. All automobiles, buses, trucks or other transportation modes incidental to the use of the aircraft must be parked in approved automobile parking areas and/or inside any hangar.
3. Lessee agrees not to fuel or defuel any aircraft parked inside any hangar. Lessee agrees to have a sufficient number of fire extinguishers of acceptable size as determined by the local fire marshal inside any hangar/office. Such fire extinguisher(s) shall be readily accessible in the event of a fire. The local fire marshal or his designated representative reserves the right to periodically inspect such fire extinguishers and the facility for fire safety compliance. No fuel storage tank will be placed on the leasehold premises without the consent of Lessor. In the event Lessee decides to self fuel its aircraft, it will pay to the Lessor a payment equal to the flow rate that would have been imposed had the fuel been purchased directly from the airport fixed base operator. Vehicles used in furtherance of self fueling shall be permitted into the fenced airport premises during normal business hours and with prior approval as to scheduling with Airport management. The lessee may not sponsor or participate in a fuel buying cooperative to bring fuel to the airport for any person or entity other than the lessee without the express prior permission of the Lessor obtained in advance.
4. Lessee agrees that it will not operate any nonaviation-related business or activity on the Leased Premises without the express written consent of Lessor in advance. Any such nonaviation-related business or activity must be so established by a separate contract.
5. Upon Written Notice, Lessee agrees Lessor and Lessor's authorized representatives shall have the right, during normal business hours, to enter the Leased Premises: (a) to inspect for compliance with the terms of the lease Agreement; (b) to identify routine maintenance and hangar structural deficiencies and state of repair thereof; (c) to make repairs permitted under this Lease; (d) to show the Leased Premises to any prospective lessee or purchaser; or (e) for any other reasonable and lawful purpose.
6. Lessee agrees that during the final one hundred eighty (180) days of the Term hereof, Lessor and Lessor's authorized representatives shall have the right to erect and maintain on or about the Leased Premises customary signs advertising the Leased Premises for lease or for sale.

SECTION 9. RIGHTS OF ENTRY RESERVED

1. Upon Written Notice, the Lessor, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the Leased Premises for any and all purposes, provided such action by the Lessor, its officers, employees, agents, representatives and contractors does not unreasonably interfere with the Lessee's use, occupancy or security requirements of the Leased Premises.
2. Without limiting the generality of the foregoing, the Lessor, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right at its own cost and expense whether for its own benefit or for the benefit of other than the Lessee at the Airport to maintain existing and future utility, mechanical, electrical and other systems to enter upon the Leased Premises at all reasonable times to make such repairs, replacements or alterations thereto as may in the opinion of the Lessor be deemed necessary or advisable and, from time to time, to construct or install over, in or under the Leased Premises, such systems or parts thereof and in connection with such maintenance use the Leased Premises for access to other parts of the Airport otherwise not conveniently accessible, provided, however, that in the exercise of such right of access, repair, alteration or new construction, the Lessor shall not unreasonably interfere with the actual use and occupancy of the Leased Premises by the Lessee. It is specifically understood and agreed that the reservation of the aforesaid right by the Lessor shall not impose or be construed to impose upon the Lessor any obligation to repair, replace or alter any utility service lines, now or hereafter, located on the Leased Premises for the purpose of providing utility services only to the Leased Premises.
3. In the event that any personal property of Lessee shall obstruct the access of the Lessor, its officers, employees, agents or contractors or the utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems and thus shall interfere with the inspection, maintenance or repair of any such system, Lessee shall move such property as directed by the Lessor or said utility company in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Lessee shall fail to so move such property, after direction from the Lessor or said utility company to do so, the Lessor or the utility company may move it and the Lessee hereby agrees to pay the cost of such moving upon demand and, further, Lessee hereby waives any claim for damages as a result thereof except for claims for damages arising from the Lessor's sole negligence.
4. Upon Written Notice, at any reasonable time and from time to time during the ordinary business hours, the Lessor, by its officers, agents and employees shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the same, subject to Lessee's reasonable security requirements. A representative of Lessee shall be permitted to accompany Lessor, its officers, agents and employees any such person or persons while present on the Leased Premises.
5. The exercising of any or all of the foregoing rights by the Lessor or others under right of the Lessor shall not be construed to be an eviction of Lessee, nor be made the grounds for any abatement of rental nor any claim for demand for damages, consequential or otherwise.

SECTION 10: ASSIGNMENT, SUBLETTING AND MORTGAGING OF LEASED PREMISES:

1. Other than a transfer of ownership to a wholly-owned affiliate or related entity under common ownership with Lessee, as a result of death, operation of law, or court decree, Lessee may not change 51% or more of its ownership, assign this Lease in its entirety (except to a leasehold mortgagee as herein below provided) without the prior written consent of Lessor as provided herein, (which consent shall not be unreasonably withheld), provided however, the Lessee may sub-lease or sub-rent office,

and/or hangar, spaces as part of its business. Any assignment or subletting shall be subject to all the terms and provisions of this Lease, including the provisions of Section 7 pertaining to the use of the Leased Premises. Other than as set out above in this paragraph, Lessee shall not transfer ownership, assign Lessee's rights hereunder or sublet the Leased Premises without first obtaining a written agreement from each such new owner assignee or sublessee whereby each such owner, assignee or sublessee agrees to be bound by the terms and provisions of this Lease. No such assignment or subletting shall constitute a novation. In the event of the occurrence of an Event of Default while the Leased Premises are assigned or sublet, Lessor, in addition to any other remedies provided herein or by law, may at Lessor's option, collect directly from such assignee or sub-Lessee all rents becoming due under such assignment or subletting and apply such rent against any sums due to Lessor hereunder. No direct collection by Lessor from any such assignee or sub-Lessee shall release Lessee from the payment or performance of Lessee's obligations hereunder. Lessor shall respond to Lessee's request for change of ownership, assignment, sublease, or transfer within 30 days after receipt of a written request outlining all terms and conditions of such transaction. If the Lessor does not respond to Lessee's request within such 30-day period, then Lessor's consent will be conclusively presumed to be given.

2. Lessee shall have the right to mortgage the leasehold estate of Lessee created hereby in order to secure a mortgage loan for the purpose of obtaining funds for the construction of the Improvements described in Section 4 or for other construction upon the Leased Premises approved from time to time by Lessor in writing. In the event that Lessee pursuant to mortgages or deeds of trust, mortgages the leasehold estate of Lessee created hereby, the leasehold mortgagee shall in no event become personally liable to perform the obligations of Lessee under this Lease unless and until said mortgagee becomes the owner of the leasehold estate pursuant to foreclosure, transfer in lieu of foreclosure, or otherwise, and thereafter said leasehold mortgagee shall remain liable for such obligations only so long as such mortgagee remains the owner of the leasehold estate. Notwithstanding the foregoing, it is specifically understood and agreed that no such mortgaging by Lessee and/or any actions taken pursuant to the terms of such mortgage shall ever relieve Lessee of Lessee's obligation to pay the Lease Payments due hereunder and otherwise fully perform the terms and conditions of this Lease.
3. All mortgages or deeds of trust whereby Lessee mortgages the leasehold estate of Lessee created hereby shall contain provisions: (a) requiring the leasehold mortgagee to give Lessor fifteen (15) days written notice prior to accelerating the debt of Lessee secured by such mortgagee and/or initiating foreclosure proceedings under said mortgages or deeds of trust; and (b) allowing Lessor during such fifteen (15) day notice period to cure Lessee's default and prevent said acceleration and/or foreclosure proceedings, and thereafter at Lessor's option to assume Lessee's position under said mortgages or deeds of trust.
4. Lessor agrees, if and so long as the leasehold estate of Lessee is encumbered by a leasehold mortgage and written notice to such effect has been given to Lessor, to give the holder of such leasehold mortgagee at such address or addresses as may be specified in such written notice to Lessor for the giving of notices to the leasehold mortgagee, or as otherwise may be specified by the leasehold mortgagee to Lessor in writing, written notice of any default hereunder by Lessee, simultaneously with the giving of such notice to Lessee, and the holder of any such leasehold mortgage shall have the right, for a period of fifteen (15) days after its receipt of such notice or within any longer period of time specified in such notice, to take such action or to make payment as may be necessary or appropriate to cure any such default so specified, it being the intention of the parties hereto that Lessor shall not exercise Lessor's right to terminate this Lease without first giving any such leasehold mortgagee the notice provided for herein and affording any such leasehold mortgagee the right to cure such default as provided for herein.

5. Lessee may, with the prior written consent of the Lessor, sublet a portion or portions of the Leased Premises to a person, partnership, firm or corporation engaged in a business that is in the opinion of the Lessor compatible and in keeping with the Lessee's authorized use of the leased Premises, but in no event shall the Lessee sublet all or any portion of the leased Premises to a fixed base operator and neither may the Lessee perform such fixed base operator functions itself without the prior consent of Lessor,

SECTION 11. FIRST RIGHT OF REFUSAL

In the event Lessee offers the leasehold property for sale or receives an offer to purchase the leasehold, the City shall have the right (but not the obligation) to purchase the leasehold property under the following terms and conditions:

1. If a bona fide offer is received from a third-party prospective buyer, then Lessee shall notify City in writing and offer the leasehold property to City at the price and upon the same terms as named by the prospective buyer. City shall have 10 days from receipt of such notice to consider this offer, and if City accepts, City shall have 45 days to close. City may shorten or eliminate any applicable time periods in this paragraph by waiving or declining in writing to exercise City's right of first refusal.

SECTION 12. TERMINATION:

1. Termination for Cause – Lessee's right of occupancy and/or this Lease Agreement may be terminated by Lessor or Lessee upon the occurrence of an Event of Default as set forth in Section 19 - Remedies.
2. Termination by Mutual Consent - This Lease may be terminated by mutual agreement and consent of both parties in writing.
3. Early Termination – Lessee shall be permitted, upon not less than ninety (90) days' prior written notice to Lessor, to terminate this Lease in exchange for the lump-sum payment to Lessor of twelve (12) months' Rent at the then-current rate. Upon such early termination, Lessee shall return the Leased Premises to Lessor in their current condition, subject to the provisions of Article 4. (1), and the Parties shall be released from any further obligations hereunder.
4. Requirements at Termination - At the termination of this Lease, either by normal expiration, premature termination, or mutual agreement, Lessee shall peaceably vacate the Leased Premises. In the event of premature termination, the lease will terminate effective the date of the event giving rise to the premature termination. In the event of mutual agreement, the lease will terminate effective the date of agreement between Lessee and Lessor.

SECTION 13. CONDEMNATION:

1. If during the Term hereof, any part of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, or are sold to a condemning authority under threat of condemnation, and after such taking by or sale to said condemning authority the remainder of the Leased Premises is not susceptible to efficient and economic occupation and operation by Lessee, this Lease shall automatically terminate as of the date that said condemning authority takes possession of the Leased Premises, and Lessor shall refund to Lessee any prepaid but unaccrued rental less any other Lease Payment then owing by Lessee to Lessor.

2. If after such taking by or sale to said condemning authority the remainder of the Leased Premises is susceptible to efficient and economic occupation and operation by Lessee, this Lease shall not terminate but the rental due hereunder shall be adjusted so that Lessee shall be required to pay for the remainder of the Term the sum obtained by multiplying each Lease Payment installment due hereunder, as adjusted from time to time pursuant to Section 3 (2) by a fraction, the numerator of which shall be the number of square feet remaining in the Leased Premises after the taking by or sale to said condemning authority and denominator of which shall be the square footage originally contained in the Leased Premises. The rental adjustment called for herein shall not commence until said condemning authority actually takes possession of the condemned portion of the Leased Premises.
3. If this Lease is not terminated pursuant to Paragraph 1 of this Section, Lessee shall promptly restore the Improvements on the Leased Premises, and the condemnation proceeds to which Lessor and Lessee are entitled shall be awarded and paid first to cover the costs and expenses for restoring the remaining portion of the Leased Premises to a condition susceptible to efficient and economic occupation and operation by Lessee, and any remaining proceeds to which Lessor and Lessee are entitled shall be awarded and paid to Lessor and Lessee, as their interest may appear. If this Lease is terminated pursuant to Paragraph 1, condemnation proceeds to which Lessor and Lessee are entitled shall be awarded and paid to Lessor and Lessee as their interests may appear.

SECTION 14. INSURANCE:

Lessee shall during the Term hereof maintain at Lessee's sole cost and expense insurance relating to the Leased Premises, or maintain self insurance acceptable to the City, as follows:

1. Insurance against loss or damage to improvements by fire, lightning, windstorm and other risks from time to time included under standard extended coverage policies, and sprinkler (if appropriate), vandalism and malicious mischief, all in agreed amount equal to One Million Dollars (\$1,000,000). For the avoidance of doubt, the foregoing limit of insurance shall be considered the full replacement value of the Improvements for the purposes of this Lease.

In lieu of insurance, the Lessee may provide protection to the City as set out in the preceding paragraph by either: 1) placing cash in an escrow with the City depository bank in the name of the City; in which instance the Lessee may draw any interest which accrues on said account; or 2) posting a surety bond acceptable to the City providing payment to the City for any loss or damage to the structure or improvements. The amount of such escrow account of surety bond will be in the amount of One Million Dollars, and the amount of such account or bond may be increased or decreased based on an appraisal done at the discretion of the City.

2. General public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Leased Premises, such insurance to afford protection to Lessor as set forth in the Airport Minimum Operating Standards and Rules & Regulations as amended by the City from time to time.
3. All such policies of insurance shall: (a) be issued by insurance companies acceptable to Lessor and licensed to do business in Texas with a rating of B+ or higher as found on A.M. Best; (b) name Lessor as an additional insured or loss payee, as the case may be; and (c) provide for at least ten (10) days written notice to Lessor prior to cancellation or modification. Lessee shall provide Lessor with duplicate originals of all insurance policies required by this Section. Certificates of such required insurance shall be furnished by Lessee to Lessor and Certificates presently then in effect shall be on file at all times. Any changes in those certificates must have the prior written approval of Lessor.

4. Lessor and Lessee each waives any claim it might have against the other for any injury to or death of any person or persons or damages to or theft, destruction, loss, or loss of use of any property (a "Loss"), to extent the same is insured against or is required hereunder to be insured against under any insurance policy that covers the Leased Premises, Lessor's or Lessee's fixtures, equipment, personal property, leasehold improvements, or business, regardless of whether the negligence of the other party caused such Loss. Each party shall cause its insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against the other party.

SECTION 15. CASUALTY DAMAGE OR DESTRUCTION:

1. Notice. If any Improvements situated on the Leased Premises should be damaged or destroyed by fire, or other casualty, not related to a natural disaster, Lessee shall immediately give written notice thereof to Lessor.
2. Partial Damage. If any Improvements situated on the Leased Premises are damaged by fire, or other casualty, but not to such an extent that rebuilding or repairs cannot reasonably be completed within ninety (90) days from the date Lessor receives written notification by Lessee of the happening of the damage, this Lease shall not terminate, but Lessee shall, at its sole cost, proceed forthwith and use reasonable diligence to rebuild or repair such Improvements on the Leased Premises to substantially the condition in which they existed prior to such damage; provided, however, that (i) if the casualty occurs during the final eighteen (18) months of the Lease Term, or (ii) if the damage cannot reasonably be repaired within ninety (90) days, Lessee shall not be required to rebuild or repair such damage, this Lease shall terminate at the option of Lessee and the Lease Payment shall be abated for the unexpired portion of this Lease, effective from the date of actual receipt by Lessor of the written notification of the damage and proceeds of insurance or self-insurance shall be allocated between Lessor and Lessee as their interests may appear. If the Improvements are to be rebuilt or repaired and are untenable or unsuitable for the conduct of the Lessee's business in whole or in part following such damage, the monthly installments of Lease Payment payable hereunder during the period in which they are so untenable or unsuitable for the conduct of the Lessee's business the monthly installments of Lease Payment shall be adjusted equitably. The Lessee's responsibility or obligation to pay the cost to repair such improvements of the Leased Premises as set out in this paragraph shall be limited to: a) insurance proceeds received by Lessee paid as a result of such damage, or b) the amount of self -insurance provided by the Lessee.
3. Substantial or Total Destruction. If any Improvements situated on the Leased Premises are substantially or totally destroyed by fire, windstorm or other casualty, , or so damaged that rebuilding or repairs cannot reasonably be completed within one hundred twenty (120) days from the date Lessor receives written notification by Lessee of the happening of the damage, this Lease shall terminate at the option of either Lessor or Lessee and monthly installments of Lease Payment shall be abated for the unexpired portion of this Lease, effective from the date of receipt by Lessor or Lessee of such written notification and proceeds of insurance shall be allocated between Lessor and Lessee as their interests may appear. If this Lease is not terminated, the building and the Improvements shall be rebuilt or repaired and monthly installments of Lease Payment abated to the extent provided in the preceding paragraph.

SECTION 16. HOLD HARMLESS:

1. Lessor shall not be liable to Lessee or Lessee's employees, agents, servants, customers, invitees, or to any other person whomsoever, for any injury to persons or damages to property on or about the Leased Premises or any adjacent area owned by Lessor caused by Lessee, Lessee's employees, servants, customers, invitees, licensees and/or the conduct of Lessee's business thereon, or arising out of any

breach or default by Lessee in the performance of Lessee's obligations hereunder; and Lessee hereby agrees to indemnify Lessor and hold Lessor harmless from any loss, expense or claim arising out of such damage or injury.

2. Lessee agrees to save and hold harmless Lessor and its agents, servants, and employees of and from any and all liabilities, expenses, causes of action, damages and/or Attorney's fees resulting from or as a result of any of Lessee's businesses, operation, occupancy, or use of the Airport or from any act or omission of Lessee's agents, servants, or employees.

SECTION 17. MAINTENANCE OF LANDING AREA:

Lessee understands and agrees that Lessor has the obligation to maintain the Airport to at least the minimum standards as recommended by the FAA and/or TxDOT Aviation. Such right includes the right to maintain and keep in repair all public use areas at the Airport and the right to direct and control all activities as necessary at the Airport. Lessee also understands that Lessor is not obligated by this Lease to continue operating the Airport as an airport and may close the Airport at any time and at its own discretion. Such closure shall immediately void this Lease and no damages or monies or other compensation will be owed to Lessee by Lessor.

SECTION 18. ENVIRONMENTAL COMPLIANCE:

1. NO STORAGE OR DISPOSAL. LESSEE SHALL NOT INSTALL, STORE, USE, TREAT, TRANSPORT OR DISPOSE (OR PERMIT OR ACQUIESCE IN THE INSTALLATION, STORAGE, USE, TREATMENT, TRANSPORTATION, DISCHARGE OR DISPOSAL BY LESSEE, ITS AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, OR SUBLESSEES) ON THE LEASED PREMISES, ANY:
 - A. ASBESTOS IN ANY FORM;
 - B. UREA FORMALDEHYDE FOAM INSULATION;
 - C. TRANSFORMERS OR OTHER EQUIPMENT WHICH CONTAIN DIELECTRIC FLUID CONTAINING LEVELS OF POLYCHLORINATED BIPHENYLS IN EXCESS OF 50 PARTS PER MILLION; OR
 - D. ANY OTHER CHEMICAL, MATERIAL, AIR POLLUTANT, TOXIC POLLUTANT, WASTE, OR SUBSTANCE WHICH IS REGULATED AS TOXIC OR HAZARDOUS OR EXPOSURE TO WHICH IS PROHIBITED, LIMITED OR REGULATED BY THE RESOURCE CONSERVATION RECOVERY ACT, THE COMPREHENSIVE AND ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT, THE HAZARDOUS MATERIALS TRANSPORTATION ACT, THE TOXIC SUBSTANCES CONTROL ACT, THE CLEAN AIR ACT, AND/OR THE CLEAN WATER ACT OR ANY OTHER FEDERAL, STATE, COUNTY, REGIONAL, LOCAL OR OTHER GOVERNMENTAL AUTHORITY OR WHICH, EVEN IF NOT SO REGULATED, MAY OR COULD POSE A HAZARD TO THE HEALTH AND SAFETY OF THE OCCUPANTS OF THE LEASED PREMISES, AND WHICH IS EITHER:
 - I. IN AMOUNTS IN EXCESS OF THAT PERMITTED OR DEEMED SAFE UNDER APPLICABLE LAW; OR
 - II. IN ANY MANNER WHICH IS PROHIBITED OR DEEMED UNSAFE UNDER APPLICABLE LAW.

(THE SUBSTANCES REFERRED TO IN (A), (B), (C) OR (D) ARE COLLECTIVELY REFERRED TO HEREINAFTER AS "HAZARDOUS MATERIALS).

2. CLEANUP LAWS. LESSEE SHALL, AT LESSEE'S OWN EXPENSE, COMPLY WITH ANY PRESENTLY EXISTING OR HEREAFTER ENACTED LAWS RELATING TO HAZARDOUS MATERIALS (COLLECTIVELY, "CLEANUP LAWS"); PROVIDED, HOWEVER THAT LESSEE SHALL NOT BE RESPONSIBLE FOR CORRECTING ANY VIOLATION OF THE CLEANUP LAWS UNDER THIS SECTION THAT EXISTED PRIOR TO THE COMMENCEMENT DATE. IN FURTHERANCE AND NOT IN LIMITATION OF THE FOREGOING, LESSEE SHALL, AT LESSEE'S OWN EXPENSE, MAKE ALL SUBMISSIONS TO, PROVIDE ALL INFORMATION TO, AND COMPLY WITH ALL REQUIREMENTS OF THE APPROPRIATE GOVERNMENTAL AUTHORITY (THE "AUTHORITY") UNDER THE CLEANUP LAWS. SHOULD ANY AUTHORITY REQUIRE THAT A CLEANUP PLAN BE PREPARED AND THAT A CLEANUP BE UNDERTAKEN BECAUSE OF THE EXISTENCE OF HAZARDOUS MATERIALS WHICH WERE INSTALLED, STORED, USED, TREATED, TRANSPORTED, DISPOSED OF OR DISCHARGED ON THE LEASED PREMISES, BY LESSEE, ITS AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS OR SUBLESSEES DURING THE TERM OF THIS LEASE, LESSEE SHALL, AT LESSEE'S OWN EXPENSE, PREPARE AND SUBMIT THE REQUIRED PLANS AND FINANCIAL ASSURANCES AND CARRY OUT THE APPROVED PLANS IN ACCORDANCE WITH SUCH CLEANUP LAWS AND TO LESSOR'S SATISFACTION. AT NO EXPENSE TO LESSOR, LESSEE SHALL PROMPTLY PROVIDE ALL INFORMATION REQUESTED BY LESSOR FOR PREPARATION OF AFFIDAVITS OR OTHER DOCUMENTS REQUIRED BY LESSOR TO DETERMINE THE APPLICABILITY OF THE CLEANUP LAWS TO THE LEASED PREMISES, AS THE CASE MAY BE, AND SHALL SIGN THE AFFIDAVITS PROMPTLY WHEN REQUESTED TO DO SO BY LESSOR. LESSEE SHALL INDEMNIFY, DEFEND, SAVE AND HOLD LESSOR HARMLESS FROM AND AGAINST, AND REIMBURSE LESSOR FOR, ANY AND ALL OBLIGATIONS, DAMAGES, INJUNCTIONS, FINES, PENALTIES, DEMANDS, CLAIMS, COSTS, EXPENSES, ACTIONS, LIABILITIES, SUITS, PROCEEDINGS AND LOSSES OF WHATEVER NATURE (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COURT COSTS), AND ALL CLEANUP OR REMOVAL COSTS AND ALL ACTIONS OF ANY KIND ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE INSTALLATION, STORAGE, USE, TREATMENT, TRANSPORTING, DISPOSAL OR DISCHARGE OF HAZARDOUS MATERIALS IN OR ON THE LEASED PREMISES BY LESSEE, ITS AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS OR SUBLESSEES DURING THE LEASE TERM; AND FROM ALL FINES, SUITS, PROCEDURES, CLAIMS AND ACTIONS OF ANY KIND ARISING OUT OF LESSEE'S FAILURE TO PROVIDE ALL INFORMATION, MAKE ALL SUBMISSIONS AND TAKE ALL STEPS REQUIRED BY THE AUTHORITY UNDER THE CLEANUP LAWS OR ANY OTHER ENVIRONMENTAL LAW. LESSEE'S OBLIGATIONS AND LIABILITIES UNDER THIS SECTION SHALL CONTINUE SO LONG AS LESSOR AND ANY OF LESSOR'S AFFILIATES REMAIN RESPONSIBLE FOR HAZARDOUS MATERIALS AT THE LEASED PREMISES, THAT WERE INSTALLED, STORED, USED, TREATED, TRANSPORTED, DISPOSED OF OR DISCHARGED DURING THE LEASE TERM BY LESSEE, ITS AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS OR SUBLESSEES. IN ADDITION TO AND NOT IN LIMITATION OF LESSOR'S OTHER RIGHTS AND REMEDIES, LESSEE'S FAILURE TO ABIDE BY THE TERMS OF THIS SECTION SHALL BE RESTRAINABLE BY INJUNCTION.
3. ENVIRONMENTAL NOTICES. LESSEE SHALL PROMPTLY SUPPLY LESSOR WITH COPIES OF ANY NOTICES, CORRESPONDENCE AND SUBMISSIONS MADE BY LESSEE TO OR RECEIVED BY LESSEE FROM ANY GOVERNMENTAL AUTHORITIES OF THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, THE UNITED STATES OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION, OR ANY OTHER LOCAL, STATE OR FEDERAL AUTHORITY THAT REQUIRES SUBMISSION OF ANY INFORMATION CONCERNING ENVIRONMENTAL MATTERS OR HAZARDOUS MATERIALS.
4. SURVIVAL. LESSEE'S LIABILITY PURSUANT TO THE TERMS OF THIS ARTICLE SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE.

SECTION 19. EVENTS OF DEFAULT BY LESSEE:

Each of the following events shall be deemed to be an Event of Default by Lessee under this Lease:

1. Failure of Lessee to do such things as Lessee should do or discontinue doing which create a danger to or hinder aviation activities immediately upon delivery of written notice thereof to Lessee.
2. Failure of Lessee to pay any Lease Payment or any other sum payable to Lessor hereunder within 10 days of the date that it is due.
3. Failure of Lessee to comply with a term, condition or covenant of this Lease other than the Lease Payment or other sum of money, within 30 days after delivery of written notice thereof to Lessee.
4. Insolvency, the making of a transfer in fraud of creditors, or the making of an assignment for the benefit of creditors by Lessee or any guarantor of Lessee's obligations.
5. Filing of a petition under any section or chapter of the United States Bankruptcy Code, as amended or under any similar law or statute of the United States or any State thereof by Lessee or any guarantor of Lessee's obligations, or adjudication as a bankrupt or insolvent in proceedings filed against Lessee or such guarantor.
6. Appointment of a receiver or trustee for all or substantially all of the assets of Lessee or any guarantor of Lessee's obligations.
7. Abandonment by Lessee of any substantial portion of the Leased Premises or cessation of use of the Leased premises for the purposes leased. The Leased Premises will be considered abandoned if there has been no activity by the Lessee on the Leased Premises for 180 consecutive days and Lessee has failed to make any due payments during the 180 days in which there has been no activity by the Lessee on the Leased Premises.

SECTION 20. REMEDIES:

Upon the occurrence of any Event of Default specified in Section 19 hereof, and upon the expiration of any applicable cure period set forth therein, Lessor shall have the option to pursue any one or more of the following remedies after written notice or demand:

1. Terminate this Lease, in which event Lessee shall immediately surrender the Leased Premises to Lessor. If Lessee fails to so surrender the Leased Premises, Lessor may, without prejudice to any other remedy which Lessor may have for possession of the Leased Premises or arrearages in Lease Payment, enter upon and take possession of the Leased Premises and expel or remove Lessee and any other person who may be occupying the Leased Premises or any part thereof, without being liable for prosecution or any claim for damages thereof; and Lessee shall pay to Lessor on demand the amount of Lease Payment due hereunder as it comes due plus attorney's fees or costs incurred in obtaining possession of the Leased Premises, less the proceeds of a reletting.
2. Enter upon and take possession of the Leased Premises without terminating this Lease and without being liable for prosecution or for any claim for damages therefore, and expel or remove Lessee and any other party who may be occupying the Leased Premises or any part thereof. Lessor shall use reasonable commercial efforts to relet the Leased Premises and shall receive the Lease Payment therefore. Lessee agrees to pay to Lessor monthly or on demand from time to time any deficiency that may arise by reason of any such reletting. In determining the amount of such deficiency, brokerage commissions, attorneys' fees, and other costs of reletting shall be subtracted from the amount of the Lease Payment received under such reletting.

3. Enter upon the Leased Premises without terminating this Lease and without being liable for prosecution or for any claim for damages therefore, and do whatever Lessee is obligated to do under the terms of this Lease. Lessee agrees to pay Lessor on demand for all expenses, which Lessor may incur in thus effecting compliance with Lessee's obligations under this Lease, together with interest thereon at the rate of the lesser of the maximum lawful contractual rate of interest or eighteen percent (18%) per annum from the date expended until paid. Lessor shall not be liable for any damages resulting to Lessee from such action, whether caused by negligence of Lessor or otherwise.
4. No re-entry or taking possession of the Leased Premises by Lessor shall be construed as an election on its part to terminate this Lease, unless a written notice of such intention be given to Lessee. Notwithstanding any such reletting or re-entry or taking possession, Lessor may at any time thereafter elect to terminate this Lease for a previous uncured Event of Default. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any Lease Payment due to Lessor hereunder or any damages accruing to Lessor by reason of the violation of any of the terms, provisions and covenants herein contained. Lessor's acceptance of a Lease Payment following an Event of Default hereunder shall not be construed as Lessor's waiver of such Event of Default. No waiver by Lessor of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of any other violation or Event of Default. The loss or damage that Lessor may suffer by reason of termination of this Lease or the deficiency from any reletting as provided for above shall include the expense of repossession and any repairs undertaken by the Lessor following repossession. If any of Lessee's property ("Lessee Property") remains upon the Leased Premises upon the expiration of the Term of this Lease or any earlier termination of this Lease or any repossession of the Leased Premises by Lessor because of Lessee's default under this Lease, Lessor shall have the right to remove such Lessee Property from the Leased Premises and store such Lessee Property, and Lessee shall be obligated to reimburse Lessor for all of the costs incurred by Lessor in removing and storing such Lessee Property. Lessor shall not be required to release any Lessee Property to Lessee until Lessee has paid Lessor all costs incurred by Lessor in removing and storing such Lessee Property and all other amounts owed by Lessee to Lessor pursuant to this Lease, including without limitation, unpaid Lease Payments and costs incurred by Lessor to repair the Leased Premises.

SECTION 21. GENERAL PROVISIONS:

1. Force Majeure - In the event performance by Lessor or the Lessee of any term, condition or covenant in this Lease is delayed or prevented by any Act of God, strike, lockout, shortage of material or labor, restriction by any governmental authority, civil riot, flood, or any other cause not within the control of Lessor or the Lessee, the period for performance of such term, condition or covenant shall be extended for a period equal to the period Lessor or Lessee is so delayed or hindered.
2. Entire Agreement - This Lease embraces the entire agreement of the parties mentioned herein pertaining to the Leased Premises and no statement, remark, agreement, or understanding, either oral or written, not contained herein shall be recognized or enforced as it pertains to the Lease of the Leased Premises, except that this Lease may be modified by written amendment agreed to and signed by all pertinent parties and attached hereto.
3. Use of Terms - For the purpose of this Lease, the singular number shall include the plural and the masculine shall include the feminine and visa-versa, whenever this Lease so admits or requires.

4. Headings and Captions - The “Section” captions and headings are inserted solely for the convenience of reference and are not part of nor intended to govern, limit, or aid in the construction of any provision hereof.
5. Authority - The parties to this Lease hereby acknowledge and agree that they are the principals to this Lease and have the power, right, and authority to enter into this Lease and are not acting as an agent for the benefit of any third party; except that Lessor is acting on behalf of the City of Galveston.
6. Governing Law - This Lease shall be governed by the laws of the State of Texas and construed thereunder and venue of any action brought under this Lease shall be in City of Galveston, Texas.
7. Severability - If any Section, sentence or phrase entered in this Lease is held to be illegal or unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the remainder of this Lease and, to this end, the provisions of this Lease are declared to be severable.
8. Legal Fees and Expenses – In the event of any dispute or legal action relating to this Lease, the prevailing party shall be entitled to receive from the other party, reimbursement for reasonable attorney’s fees, costs and expenses incurred.

INTENTIONALLY LEFT BLANK

IN WITNESS WHERE OF the said Lessor and Lessee have executed this instrument as of the date set forth above.

LESSEE: 6702 Broadway Ltd.

LESSOR: City of Galveston, Texas

By: _____
Todd P. Sullivan, President

By: _____
Brian Maxwell, City Manager

Lessee's Address:
607 Broadway, Ltd.
P.O. Box 17017
Galveston, Texas 77552

Lessor's Address:
Scholes International Airport
Airport Director's Office
2115 Terminal Drive
Galveston, Texas 77554

APPROVED AS TO FORM:

CITY ATTORNEY

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on the _____ day of December, 2018, by Brian Maxwell, City Manager, City of Galveston, Texas.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on the _____ day of December, 2018, by Todd P. Sullivan, President of 6702 Broadway Ltd., as the official act and deed of said limited partnership.

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

SURVEY:

CITY OF GALVESTON AIRPORT
LEASE SITE SURVEY
(6.0698 ACRE TRACT)
OCTOBER 24, 1989

A tract of land containing 6.0698 acres situated in Lots 187, 188, 193 and 194, section one of the Trimble and Lindsey Survey. Said tract of land also being located in the City of galveston Municipal Airport, City and County of Galveston, Texas and is more accurately described by metes and bounds as follows:

Commencing at a point, said point being the point of beginning of this survey and said point also being a 3/8 inch iron rod designating the northeast corner of Lot 187, section one of the Trimble and Lindsey Survey;

Thence, S 65°00'00" W, a distance of 16.00 feet to the true point of beginning of this 6.0698 acre tract of land;

Thence, S 25°00'00" E, a distance of 254 feet to a point for a corner;

Thence, S 65°00'00" W, a distance of 624.00 feet to a point for a corner;

Thence, N 00°29'00" E, a distance of 627.39 feet to a point for a corner;

Thence, N 76°21'00" E, a distance of 361.24 feet to a point for a corner;

Thence, S 25°00'00" E, a distance of 241.25 feet to the true point of beginning of this tract of land containing 6.0698 acres more or less.

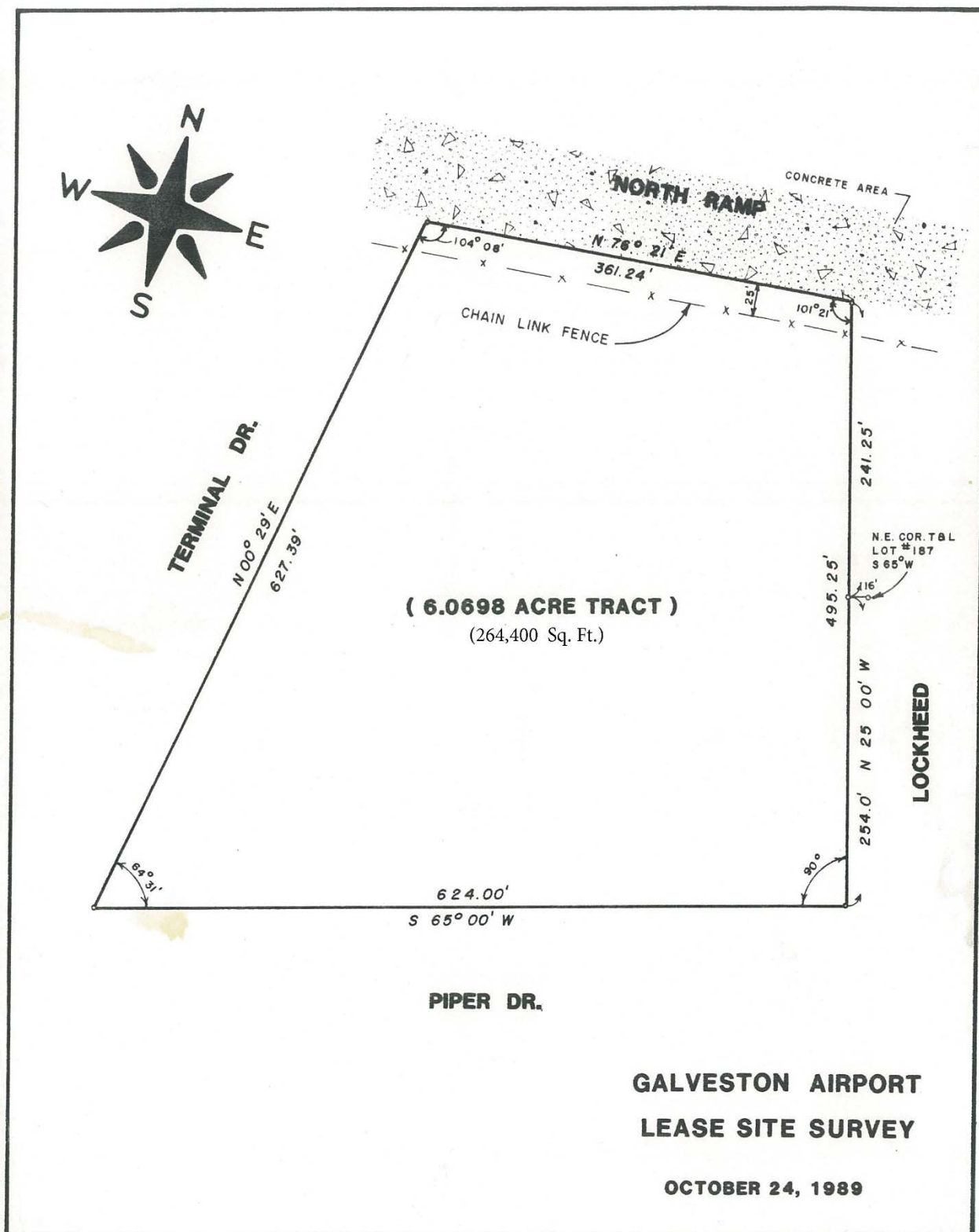


EXHIBIT "B"

Hangar Site Location:



6702 Broadway Ltd.
Aviation Ground Lease
December 2018

EXHIBIT "C"

Existing Lessee Improvements:

6702 Broadway, LTD. Lease - Aviation Use Area

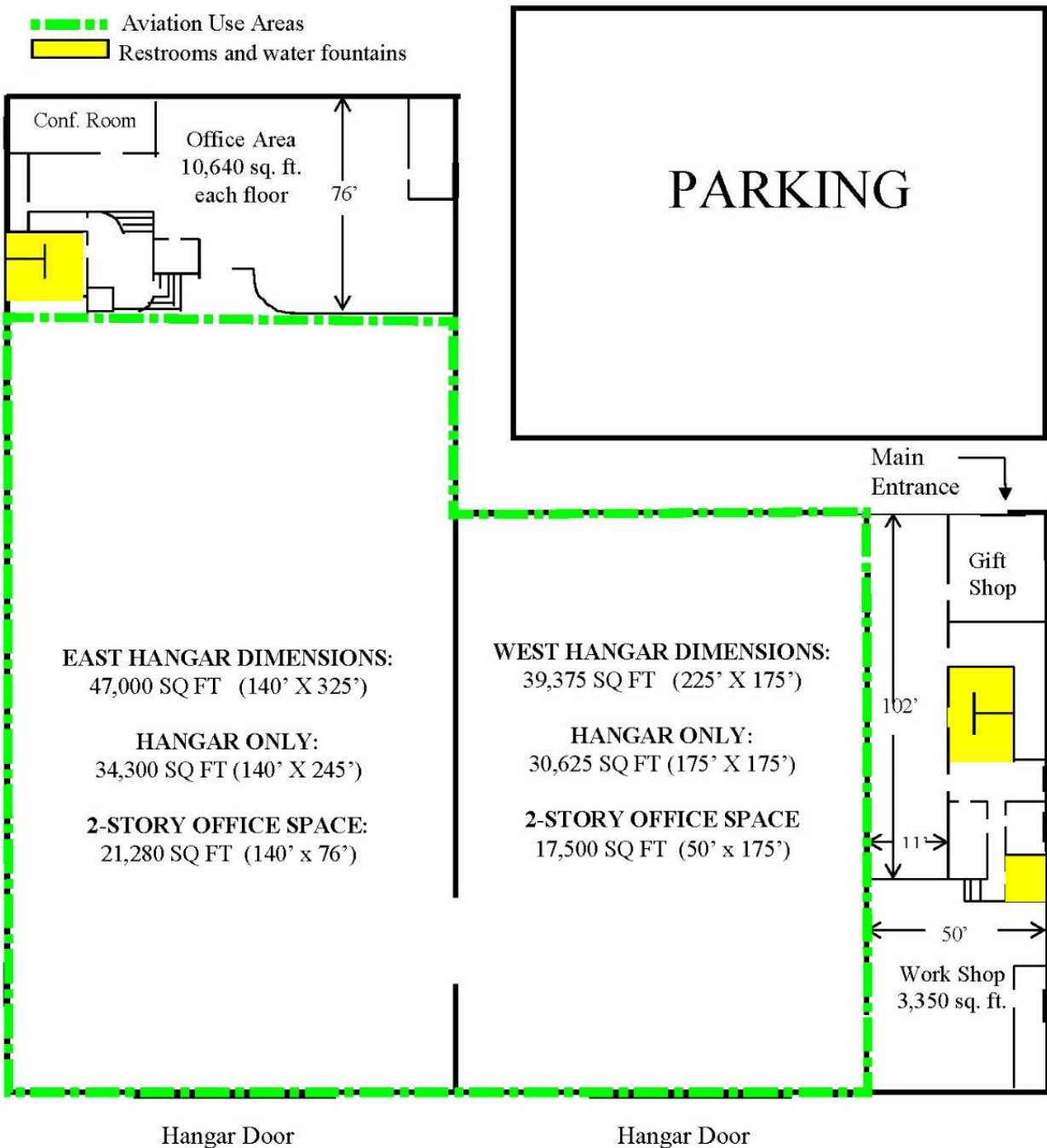


EXHIBIT "D"

Lessee, by entering into this agreement, acknowledges that at the end of the lease term, the leased property, along with all structures and improvements located on the leased property, will revert to the ownership of the Airport. Lessee may not remove any real property, structures, improvements, or fixtures from the leased property in anticipation of this reversion. Lessee is bound by all of the terms of the lease in maintaining the leased property during the term of the lease. This lease will be of no effect without the lessee acknowledging this reversion clause by signing below.

LESSEE: 6702 Broadway Ltd.

LESSOR: City of Galveston, Texas

By: _____
Todd P. Sullivan, President

By: _____
Brian Maxwell, City Manager

Lessee's Address:
607 Broadway, Ltd.
P.O. Box 17017
Galveston, Texas 77552

Lessor's Address:
Scholes International Airport
Airport Director's Office
2115 Terminal Drive
Galveston, Texas 77554

APPROVED AS TO FORM:

CITY ATTORNEY

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on the _____ day of December, 2018, by Brian Maxwell, City Manager, City of Galveston, Texas.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on the _____ day of December, 2018, by Todd P. Sullivan, President of 6702 Broadway Ltd., as the official act and deed of said limited partnership.

NOTARY PUBLIC, STATE OF TEXAS

City of Galveston



City Attorney's Office

P.O. Box 779 / Galveston, Texas 77553-0779 / (409) 797-3530 / Fax (409) 797-3531

December 13, 2018

To: Brian Maxwell, City Manager

From: Don Glywasky, City Attorney

RE: Consider for Approval Allowing the City to Purchase the Professional Services of JLL Valuation & Advisory Services for Appraisal and Survey Services Related to the Removal of the Incinerator (T. Fanning)

I. Background

- A. The City is in the process of acquiring land around the incinerator for remediation.
- B. This process requires two appraisals for each tract of land.
- C. The funds used for appraisals will be reimbursed by the GLO
- D. JLL would appraise 13 properties at the rate of 2,500 for vacant tracts and 3,000 for improved tracts. The cost would not exceed 36,500.

II. Current Situation

III. Issues

These appraisals are necessary for the City of Galveston to acquire properties near the incinerator for remediation, and are required as part of any exercise of imminent domain.

IV. Alternatives in order of priority

- A. Approve the proposal and expenditure.
- B. Do not approve the proposal.

VI. Recommendation

Approve the proposal from JLL for appraisal work for property around the incinerator not to exceed \$36,500.00.

VII. Fiscal Impact Report

Requested by: Don Glywasky, City Attorney

Funding Source: CDBG-DR Round 2.2

Costs of implementation: \$\$36,500.00

Respectfully submitted,

/Don Glywasky/
Don Glywasky
City Attorney

Approved,

/Brian Maxwell/
Brian Maxwell
City Manager

Valuation & Advisory

October 26, 2018

Mr. Trevor P. Fanning
Assistant City Attorney
City of Galveston
City Hall
823 Rosenberg, Suite 203
Galveston, TX 77550
409.765.3794 phone
tfanning@galvestontx.gov

RE: Valuation of 13 properties located along Lennox Street and 1 property along 59th Street, in the City of Galveston, Galveston County, TX (the "Property"). A list of the properties is included in the addendum of this proposal.

Dear Mr. Fanning:

JLL Valuation & Advisory Services, LLC ("we" or "JLL") appreciates the opportunity to provide this proposal for services regarding the Property to the City of Galveston (the "Client" or "you").

We agree to perform the services outlined in Exhibit A to this letter (the "Services") on the terms provided in this letter.

In return for JLL providing the Services, you agree to pay JLL as follows:

You will pay JLL a fee (the "Fee") equal to three thousand dollars (\$3,000) for three (3) specific parcels and two thousand five hundred dollars (\$2,500) for eleven (11) parcels. A list of properties and parcel fees are included in the addendum of this proposal. You will pay the Fee within thirty (30) days after we complete the Services and deliver any final report to you.

The Fee includes the expenses related to this engagement.

Our invoices will be addressed to the addressee of our report unless you request otherwise in writing. The Ethics Rule of the Uniform Standards of Professional Appraisal Practice ("USPAP") requires us to disclose to you any prior services (appraisal or otherwise) performed within three years prior to the date of this letter by the individual JLL appraiser who will be performing Services for the Property. We represent that to our knowledge, that appraiser has not provided prior services within the designated

disclosure period. Further, to our knowledge, JLL has not performed a previous appraisal, appraisal review or appraisal consulting assignment for the Property.

This letter is subject to the General Terms and Conditions attached to this letter as Exhibit B, the Statement of Assumptions and Limiting Conditions attached to this letter as Exhibit C.

We are enthusiastic about the opportunity to work with you on this project. Please sign a copy of this letter as confirmation of our agreements stated in this letter.

Sincerely,

JLL VALUATION & ADVISORY SERVICES, LLC



Craig Young
Director, Business Development

READ, AGREED AND ACCEPTED BY:
City of Galveston

By:
Title:

EXHIBIT A PROPOSAL

Client hereby engages JLL Valuation & Advisory LLC to complete a valuation and consulting assignment as follows:

PROPERTY IDENTIFICATION: 13 properties located along Lennox Street and 1 property along 59th Street, in the City of Galveston, Galveston County, TX (the "Property"). A list of the properties is included in the addendum of this proposal.

PROPERTY TYPE: Single family residential and/or undeveloped land

INTEREST APPRAISED: Fee simple interest

INTENDED USERS: City of Galveston

NOTE: NO OTHER USERS ARE INTENDED BY JLL VALUATION & ADVISORY, EXCEPT AS REQUIRED BY COURT. JLL VALUATION & ADVISORY SHALL CONSIDER THE INTENDED USERS WHEN DETERMINING THE LEVEL OF DETAIL TO BE PROVIDED IN THE REPORT.

INTENDED USE: To assist Client and intended users in acquisition of the subject properties.

PURPOSE OF APPRAISAL: "As Is"

DATE OF VALUE: Current

APPRAISAL STANDARDS: Uniform Standards of Professional Appraisal Practice (USPAP) by the Appraisal Foundation and the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute

ANTICIPATED SCOPE OF WORK: Site Visit
Interior and exterior observation, on-site

Valuation Approaches
All applicable approaches

APPRAISAL REPORT OPTION: Data, analysis, and reasoning presented in a summarized manner

DELIVERY DATE: Thirty (30) days from receiving authorization to proceed.

DELIVERY METHOD:	Electronic delivery only, hard copies are available upon request
PROPOSED IMPROVEMENTS:	Not applicable
PROPERTIES UNDER CONTRACT FOR SALE:	If the Property is currently under contract for sale, Client will provide to JLL a copy of the contract, including all addenda.
HYPOTHETICAL CONDITIONS AND EXTRAORDINARY ASSUMPTIONS:	To be provided in report, if applicable

Valuation & Advisory

Exhibit B

TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1 These Terms and Conditions supplement the proposal, agreement, letter of engagement or email (the "engagement") between JLL Valuation and Advisory Services, LLC and the Client indicated in the engagement that sets out details of the Services to be provided to the Client. All capitalized terms in this exhibit have the meanings given to them in the engagement unless given a different meaning in this exhibit. These Terms and Conditions, together with the engagement and all other exhibits, schedules and riders to the engagement, are collectively called the "agreement".

2. SERVICES

- 2.1 We will provide the Services using reasonable care and skill.
- 2.2 We may make changes to the Services if necessary to comply with any law or safety requirement. We will notify you if that happens. Otherwise, JLL and the Client must agree in writing to any changes to the Services, the Fees, or any other provision of the agreement.

3. CLIENT OBLIGATIONS

- 3.1 You agree to give us all documents and other information that we advise you are reasonably necessary for us to provide the Services.
- 3.2 You will maintain adequate property and public liability insurance to reasonably insure property that you own or occupy and any activities on that property. You will obtain all necessary licenses, permissions and consents which may be required to enable us to perform the Services (other than professional licenses that we are required to maintain to perform the Services). You are responsible

to keep your property in a safe condition so that we may perform the Services in reasonable safety.

- 3.3 You will notify us promptly if you believe any information you have provided is incomplete or inaccurate.

4. DELAY

We are not responsible for any delay in our performance of the Services if caused by any event beyond our reasonable control, or for any delay caused by your failure to comply with the agreement.

5. FEES, EXPENSES AND PAYMENT

- 5.1 You agree that your obligation to pay the Fee is not contingent upon the results, conclusions or recommendations we provide.
- 5.2 If we are asked to invoice any other party, you agree to settle our invoice immediately if the other party does not do so within 30 days of the date of the invoice.
- 5.3 Delinquent payments under the agreement will earn interest at the rate of one and one-half percent (1-1/2%) per month from the date due until paid, or if lower, the maximum rate permitted by law. If the Fee or any part of it remains unpaid 30 days after it was due, you may not use any report or work product we have delivered to you for any reason.
- 5.4 If you terminate this agreement before the Services are completed, you will pay us, no later than the termination date, a reasonable fee proportionate to the part of the Services performed to the date of termination.
- 5.5 Our rights under Section 5.3 and 5.4 are in addition to, and will not limit, our right to pursue any other rights and remedies under the agreement or at law or in equity.

6. INDEMNITY

You agree to indemnify and defend us and

TERMS AND CONDITIONS

hold us harmless from any loss, liability or expense (including attorneys' fees) arising from a third party action, claim or proceeding ("Loss") that we suffer arising out of the agreement or the Services, other than Loss that a court of competent jurisdiction has determined was the result of our negligence or willful misconduct. We agree to indemnify and defend you and hold you harmless from any Loss that you suffer arising out of our negligent performance of Services under the agreement, other than Loss that is found by a court of competent jurisdiction to result from your negligence or willful misconduct.

7. EXCLUSIONS OF, AND LIMITATIONS ON, LIABILITY

7.1 **EACH OF JLL AND THE CLIENT WAIVES ANY CLAIMS AGAINST EACH OTHER FOR LOSS OF PROFITS, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SIMILAR DAMAGES IN CONNECTION WITH THE AGREEMENT. IN NO EVENT SHALL JLL'S LIABILITY IN CONNECTION WITH THE AGREEMENT EXCEED THE FEE PAID TO JLL HEREUNDER.**

8. TERMINATION

- 8.1 Either of us may terminate the agreement without reason by giving 30 days' advance written notice to the other.
- 8.2 Either of us may terminate the agreement immediately if the other breaches the agreement and fails to remedy the breach within 10 days of notice by the non-breaching party.
- 8.3 We may terminate the agreement immediately for any of the following reasons:
- (a) We cannot provide any of the Services due to conditions beyond our reasonable control.
 - (b) In our reasonable opinion, there is insufficient information available to

provide a report or other work product that meets our standards.

- (c) A conflict of interest arises which prevents us from acting for you.
- (d) You have asked us to provide reports or work product that we do not consider to be accurate.

9. APPRAISAL REPORT ASSUMPTIONS AND LIMITATIONS

- 9.1 Any report or other work product we deliver as part of the Services will be subject to our standard Statement of Assumptions and Limiting Conditions, provided as an exhibit and as part of the agreement, which will be incorporated into the report or work product.
- 9.2 We understand that you may wish to use the report or other work product we deliver as part of the Services to support your Stark law and Anti-Kickback compliance process. Our reports and work product are appraisals prepared pursuant to Uniform Standards of Professional Appraisal Practice, and do not undertake to evaluate any such compliance. You acknowledge that many factors in addition to property value must be considered to determine Stark or anti-kickback law compliance, and agree that any reports and work product we deliver make no opinion or representation that any transaction involving property we appraise is compliant with Stark law or any anti-kickback law.

10. CONFIDENTIALITY

- 10.1 We each agree to maintain the confidentiality of each other's confidential information and will not disclose any information received in confidence from each other, until two years after termination or expiration of

TERMS AND CONDITIONS

the agreement, except where required to do so by law.

- 10.2 Any report or other work product that we deliver to you in connection with the Services is confidential and may be used by only you, unless we agree otherwise in writing.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 We retain all copyright (and other intellectual property rights) in all materials, reports, systems and other deliverables which we produce or develop for the purposes of the agreement, or which we use to provide the Services.
- 11.2 You will not reproduce or copy any part of any report or other work product we produce as part of the Services without our prior written consent.

12. GENERAL

- 12.1 The agreement may be modified only by a written agreement signed by both of us. Liability accruing before the agreement terminates or expires will survive termination or expiration.
- 12.2 The agreement states the entire agreement, and supersedes all prior agreements, between you and JLL with respect to the matters described in the agreement.
- 12.3 If a court determines that any part of the agreement is unenforceable, the remainder of the agreement will remain in effect.
- 12.4 The agreement is governed by the laws of the State of Texas. Each of us irrevocably submits to the exclusive jurisdiction of the courts of that State.
- 12.5 The agreement may be executed in multiple counterparts.
- 12.6 No director, officer, agent, employee or representative of either of us has any personal liability in connection with the agreement.

- 12.7 Neither of us may assign or transfer any rights or obligations under the agreement without the prior written approval of the other. We each agree to be reasonable in evaluating such a request for approval.

- 12.8 If there is any conflict between the terms of the letter and this exhibit, the terms of the letter will prevail.

- 12.9 If either of us fails to enforce any provision or exercise any right under the Agreement at any time, that failure will not operate as a waiver to enforce that provision or to exercise that right at any other time.

- 12.10 The agreement does not establish any partnership or joint venture between us, or make either of us the agent of the other.

- 12.11 A person who is not a party to the agreement does not have any rights to enforce its terms unless specifically agreed in writing.

- 12.12 Neither of us may publicize or issue any specific information to the media about the Services or the agreement without the written consent of the other.

- 12.13 Each of us represents to the other that it is not a person or entity with whom U.S. entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order or other governmental action. Each of us agrees to comply with all applicable laws, statutes, and regulations relating to anti-bribery and anti-corruption.

- 12.14 If you do not comply with your obligations under the agreement and we commence legal action to enforce our rights, you will reimburse our reasonable costs (including attorneys' fees),

TERMS AND CONDITIONS

associated with such action. **THE PARTIES HEREBY WAIVE TRIAL BY JURY.**

12.15 Sections 5, 6, 7, 10, 11, 12.1, 13, 17 and 18 will survive termination of the agreement.

13. USE OF DATA AND DATA PROTECTION

13.1 You agree as follows: (i) The data we collect in connection with the agreement will remain our property. (ii) We and our affiliates may utilize, sell and include data you have provided (either in the aggregate or individually) in the databases of JLL and its affiliates and for use in derivative products. (iii) We may utilize all data already in the public domain on an unrestricted basis.

13.2 In order for us to provide the Services, we may need to record and maintain in hard copy and/or in electronic form, information regarding the Client, its officers and any other individuals connected with the Client (collectively "Data Subjects"). We may also verify the identity of Data Subjects, which could include carrying out checks with third parties such as credit reference, anti-money laundering or sanctions checking agencies.

13.3 We may use all information that we hold regarding Data Subjects to provide the Services. We may also use and share it with third parties for other purposes as described in our Privacy Statement available at www.jll.com.

13.4 We may use both commercially available and proprietary software programs to perform the Services (web based and others).

14. SPECIAL EXPERTS

14.1 If you request our assistance in hiring a special expert to contribute to any assignment (such as a surveyor, environmental consultant, land planner, architect, engineer, business, personal property, machinery and equipment appraiser, among others), you will perform your own due diligence to qualify the special expert. You will be responsible to pay for the services of the special expert.

14.2 We not responsible for the actions and findings of any special expert. You agree to indemnify and defend us and hold us harmless from all damages that may arise out of your reliance on any special expert.

15. CONFLICTS POLICY

JLL adheres to a strict conflict of interest policy.

If we learn of a conflict of interest, we will notify you and recommend a course of action to resolve the conflict. If we learn of a conflict that we do not believe can be resolved, we may terminate the agreement without penalty.

16. FIRREA REQUIREMENTS

Federal banking regulations require banks and other lending institutions to engage appraisers where FIRREA compliant appraisals must be used in connection with mortgage loans or other transactions involving federally regulated lending institutions. Given that requirement, any report produced by JLL under the agreement, if ordered independent of a financial institution or agent, might not be FIRREA compliant or acceptable to a federally regulated financial institution.

17. USE OF WORK PRODUCT AND RELIANCE

17.1 You agree that any report or other work product we produce in connection with the Services are for your use only, and only for the purpose indicated in the agreement. No person or entity other than the Client may use or rely on any such report or work product unless we consent otherwise in writing, even if such reliance is foreseeable. Any person who receives a copy of any report or other work product we produce as a consequence of disclosure requirements that apply to the Client, does not become an intended user of this report unless the Client specifically identified them at the time of the engagement.

TERMS AND CONDITIONS

17.2 You will not use any such report or work product in connection with any public documents. You will not refer to JLL in any public documents without our prior written consent. We may give or withhold our consent in our sole discretion for any purpose under this Section 17.

18. LITIGATION MATTERS

18.1 We are not required to testify or provide court-related consultation or to be in attendance in court unless we have agreed to do so in the agreement or otherwise in writing, or if required by law.

18.2 If we receive a subpoena or other judicial command to produce documents or to provide testimony in a lawsuit or proceeding regarding the agreement, we will notify you if allowed by law to do so. However, if we are not a party to these proceedings, you agree to compensate us for our professional time at the then prevailing hourly rates of the personnel responding to the subpoena or providing testimony, and to reimburse us for our actual expenses incurred in responding to any such subpoena or judicial command, including attorneys' fees, if any, as they are incurred.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

1. All reports and work product we deliver to you (collectively called “report”) represents an opinion of value, based on historical information and forecasts of market conditions. Actual results may vary from those forecast in the report. There is no guaranty or warranty that the opinion of value reflects the actual value of the property.
2. The conclusions stated in our report apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events. Assessed values may change significantly and unexpectedly over short periods. We are not liable for any conclusions in the report that may be different if there are subsequent changes in value. We are not liable for loss relating to reliance upon our report more than three months after its date.
3. There may be differences between projected and actual results because events and circumstances frequently do not occur as predicted, and those differences may be material. We are not liable for any loss arising from these differences.
4. We are not obligated to predict future political, economic or social trends. We assume no responsibility for economic factors that may affect or alter the opinions in the report if the economic factors were not present as of the date of the letter of transmittal accompanying the report.
5. The report reflects an appraisal of the property free of any liens or encumbrances unless otherwise stated.
6. We assume responsible ownership and competent property management.
7. The appraisal process requires information from a wide variety of sources. We have assumed that all information furnished by others is correct and complete, up to date and can be relied upon, but no warranty is given for its accuracy. We do not accept responsibility for erroneous information provided by others. We assume that no information that has a material effect on our appraisal has been withheld.
8. We assume the following, unless informed to the contrary in writing: Each property has a good and marketable title. All documentation is satisfactorily drawn and that there are no encumbrances, restrictions, easements or other adverse title conditions, which would have a material effect on the value of the interest under consideration. There is no material litigation pending involving the property. All information provided by the Client, or its agents, is correct, up to date and can be relied upon. We are not responsible for considerations requiring expertise in other fields, including but not limited to: legal descriptions, interpretation of legal documents and other legal matters, geologic considerations such as soils and seismic stability, engineering, or environmental and toxic contaminants. We recommend that you engage suitable consultants to advise you on these matters.
9. We assume that all engineering studies correct. The plot plans and illustrative material in the report are included only to help the reader visualize the property.
10. We assume that there are no hidden or unapparent conditions of the property, subsoil or structures that render it more or less valuable. We are not responsible for such conditions or for obtaining the engineering studies that may be required to discover them.
11. We assume that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the report. We have not made or requested any environmental impact studies in conjunction with the report. We reserve the right to revise or rescind any opinion of value that is based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the report

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.

12. Unless otherwise stated in the report, you should assume that we did not observe any hazardous materials on the property. We have no knowledge of the existence of such materials on or in the property; however, we are not qualified to detect such substances, and we are not providing environmental services. The presence of substances such as asbestos, urea-formaldehyde foam insulation and other potentially hazardous materials may affect the value of the property. Our report assumes that there is no such material on or in the property that would cause a loss in value. We do not assume responsibility for such conditions or for any expertise or engineering knowledge required to discover them. We encourage you to retain an expert in this field, if desired. We are not responsible for any such environmental conditions that exist or for any engineering or testing that might be required to discover whether such conditions exist. We are not experts in the field of environmental conditions, and the report is not an environmental assessment of the property.
13. We may have reviewed available flood maps and may have noted in the report whether the property is generally located within or out of an identified Special Flood Hazard Area. However, we are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property. Any opinion of value we include in our report assumes that floodplain and/or wetlands interpretations are accurate.
14. We have not made a specific survey or analysis of the property to determine whether it is in compliance with the Americans with Disabilities Act ("ADA"), Stark law or any anti-kickback laws. We claim no expertise in such issues, and render no opinion regarding compliance of you or the property with ADA, Stark law or anti-kickback law or regulations.
15. We assume that the property conforms to all applicable zoning and use regulations and restrictions unless we have identified, described and considered a non-conformity in the report.
16. We assume that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the opinion of value contained in the report is based.
17. We assume that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
18. We have not made any investigation of the financial standing of actual or prospective tenants unless specifically noted in the report. Where properties are valued with the benefit of leasing, we assume, unless we are informed otherwise, that the tenants are capable of meeting their financial obligations under the leases, all rent and other amounts payable under the leases have been paid when due, and that there are no undisclosed breaches of the leases.
19. We did not conduct a formal survey of the property and assume no responsibility for any survey matters. The Client has supplied the spatial data, including sketches and/or surveys included in the report, and we assume that data is correct, up to date and can be relied upon.
20. Unless otherwise stated, the opinion of value included in our report excludes any additional value attributable to goodwill, or to fixtures and fittings which are only of value, in situ, to the present occupier. We have made no allowance for any plant, machinery or equipment unless they form an integral part of the building and would normally be included in a sale of the building. We do not normally carry out or commission investigations into the capacity or condition of services being provided to the property. We assume that the services, and any associated controls or software, are in working order and free from defect. We also assume that the services are of sufficient capacity to meet current and future needs.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

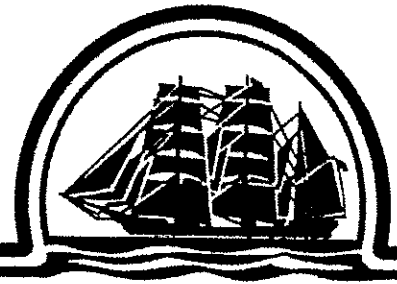
21. In the case of property where construction work is in progress, such as refurbishment or repairs, or where developments are in progress, we have relied upon cost information supplied to us by the Client or its appointed experts or upon industry accepted cost guides. In the case of property where construction work is in progress, or has recently been completed, we do not make allowance for any liability already incurred, but not yet discharged, in respect of completed work, or obligations in favor of contractors, subcontractors or any members of the professional or design team. We assume the satisfactory completion of construction, repairs or alterations in a workmanlike manner.
22. Any allocation in the report of value between the land and the improvements applies only under the stated program of utilization. The separate values allocated to the land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
23. The report is confidential to the party to whom it is addressed and those other intended users specified in the report for the specific purpose to which it refers. Use of the report for any other purpose or use by any party not identified as an intended user of the report without our prior written consent is prohibited, and we accept no responsibility for any use of the report in violation of the terms of this Agreement.
24. We are not required to testify or provide court-related consultation or to be in attendance in court unless we have agreed to do so in writing.
25. Neither the whole report, nor any part, nor reference thereto, may be published in any manner without our prior written approval.
26. We may rely on, and will not verify, the accuracy and sufficiency of documents, information and assumptions provided to it by the Client or others. We will not verify documents, information and assumptions derived from industry sources or that JLL or its affiliates have prepared in the regular course of business. We are not liable for any deficiency in the report arising from the inaccuracy or insufficiency of such information, documents and assumptions. However, our report will be based on our professional evaluation of all such available sources of information.
27. JLL IS NOT LIABLE TO ANY PERSON OR ENTITY FOR LOSS OF PROFITS, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SIMILAR DAMAGES IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT SHALL THE LIABILITY OF JLL AND ITS AFFILIATES IN CONNECTION WITH THIS AGREEMENT EXCEED THE FEE PAID TO JLL HEREUNDER.
28. Unless expressly advised to the contrary, we assume that appropriate insurance coverage is and will continue to be available on commercially acceptable terms.
29. We assume that no material changes in any applicable federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
30. We may determine during the course of the assignment that additional Hypothetical Conditions and Extraordinary Assumptions may be required in order to complete the assignment. The report will be subject to those Hypothetical Conditions and Extraordinary Assumptions. Each person that is permitted to use the report agrees to be bound by all the Assumptions and Limiting Conditions and any Hypothetical Conditions and Extraordinary Assumptions stated in the report.

Valuation & Advisory

Parcel Property Identification & Fees

Number	Street Name	Property ID	Geographic ID	Fees
706	Lennox	114121	7205-0000-0008-005	\$ 2,500.00
722	Lennox	121053	6440-0000-0001-000	\$ 2,500.00
	Lennox	121054	6440-0000-0003-000	\$ 2,500.00
	Lennox	121056	6440-0000-0006-000	\$ 2,500.00
614	Lennox	121057	6440-0000-0007-000	\$ 3,000.00
	Lennox	121059	6440-0000-0009-000	\$ 2,500.00
606	Lennox	121060	6440-0000-0010-000	\$ 2,500.00
602	Lennox	121062	6440-0000-0013-000	\$ 2,500.00
590	Lennox	121063	6440-0000-0015-000	\$ 2,500.00
	Lennox	121065	6440-0000-0019-000	\$ 2,500.00
	Lennox	121066	6440-0000-0021-000	\$ 2,500.00
504	Lennox	121068	6440-0000-0023-000	\$ 3,000.00
2	Lennox	293747	7205-0000-0008-004	\$ 2,500.00
	59th	121071	6440-0000-0028-000	\$ 3,000.00

City of Galveston



City Attorney's Office

P.O. Box 779 / Galveston, Texas 77553-0779 / (409) 797-3530 / Fax (409) 797-3531

December 13, 2018

To: Brian Maxwell, City Manager

From: Don Glywasky, City Attorney

RE: Consider for Approval Allowing the City to Purchase the Professional Services of Colliers International Valuation & Advisory Services for Appraisal and Survey Services Related to the Removal of the Incinerator (T. Fanning)

I. Background

- A. The City is in the process of acquiring land around the incinerator for remediation.
- B. This process requires two appraisals for each tract of land.
- C. The funds used for appraisals will be reimbursed by the GLO
- D. Colliers International would appraise 14 properties at the rate of 2,000 for vacant tracts and 3,000 for improved tracts. The cost would not exceed 36,000.

II. Current Situation

III. Issues

These appraisals are necessary for the City of Galveston to acquire properties near the incinerator for remediation, and are required as part of any exercise of imminent domain.

IV. Alternatives in order of priority

- A. Approve the proposal and expenditure.
- B. Do not approve the proposal.

VI. Recommendation

Approve the proposal from Colliers International for appraisal work for property around the incinerator not to exceed \$36,000.00.

VII. Fiscal Impact Report

Requested by: Don Glywasky, City Attorney

Funding Source: CDBG-DR Round 2.2

Costs of implementation: \$\$36,000.00

Respectfully submitted,

/Don Glywasky/
Don Glywasky
City Attorney

Approved,

/Brian Maxwell/
Brian Maxwell
City Manager

PROFESSIONAL SERVICE AGREEMENT

COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES

1233 West Loop South, Suite 900
Houston, TX 77027
MAIN +1 713.222.2111
FAX +1 713.830.2118
WEB www.colliers.com/valuationadvisory



November 30, 2018

W. Cameron Boone, IV, MAI
Valuation Services Director | Right of Way
Direct +1 713.835.0099 | Mobile: 832.334.9604
Cameron.Boone@colliers.com

Trevor P. Fanning
Assistant City Attorney
City of Galveston
823 Rosenberg Street
Galveston, Texas 77553
409-765-3794 | 409-765-3791
TFanning@Galvestontx.gov

RE: Appraisal of 14 Properties on Lennox Avenue, Galveston, Texas

Dear Mr. Fanning:

Thank you for considering Colliers International Valuation & Advisory Services, LLC for the assignment identified in the attached Professional Service Agreement. Please sign one copy of the agreement and return it to me, thereby indicating your authorization for us to proceed with this assignment and your acceptance of the attached Terms and Conditions.

<u>PROFESSIONAL SERVICE AGREEMENT</u> ("Agreement")	
Project	Valuation of 14 properties along Lennox Avenue ("Property") for potential eminent domain proceedings.
Location	Lennox Avenue, Galveston, TX.
Project Description	14 properties consisting of vacant and improved tracts.
Parties	Colliers International Valuation & Advisory Services, LLC ("CIVAS") and the City of Galveston (herein at times referred to as "Client").
Intended User	The appraisal will be prepared for the City of Galveston. Intended users include the Client and the Client's duly appointed legal representatives. No other users are intended.
Intended Use	The report to be performed under this Agreement ("Appraisal") is intended only for use in potential eminent domain proceedings. The report is not intended for any other use.
Purpose	Market Value
Type of Appraisal	CIVAS will produce an Appraisal Report in which the appraiser's analysis and conclusions will be summarized within this document.
Rights Appraised	Fee Simple
Date of Value	Date of inspection (or other date defined by appraiser).

PROFESSIONAL SERVICE AGREEMENT

CONTINUED

Scope of Work	CIVAS and/or its designated affiliate will provide the Appraisal in accordance with USPAP and the Code of Ethics and Certifications Standards of the Appraisal Institute and State Licensing Laws. CIVAS will inspect the property, research relevant market data, and perform analysis to the extent necessary to produce credible appraisal results. Based on our discussions with the Client, the Client has requested the following valuation scenarios: As Is. CIVAS anticipates developing the following valuation approaches: › Land Value › Cost Approach (if improved) › Sales Comparison Approach (if warranted by market) Please note if it's a requirement per your underwriting or guidelines to have all approaches to value, although some approaches may be limited in application. The scope of work will be included in the Appraisal. A copy of the Assumptions and Limiting Conditions, which appear in the Appraisal, is available upon request.
Delivery	Draft Appraisal (if requested by client to be sent to reviewer): Delivered four - five weeks from the date of authorization to proceed. Final Appraisal: Delivered three (3) days after completion of client review and authorization to deliver final report(s).
Professional Fee	\$2,000 for a vacant tract of land and \$3,000 for an improved tract of land. If an updated appraisal is required for a Special Commissioner's Hearing, the fee will be 50% of the original appraisal fee. Hourly rates of \$250/hr. will be charged for hearing/trial preparation and testimony.
Expenses	Fees include all associated expenses.
No. of Reports	One (1) Electronic Draft Appraisal (if requested by client) and One (1) Electronic Final Appraisal. No printed copies will be delivered to the client. If the Client requests two (2) printed color copies of the Final Appraisal, Client will agree to the additional printing and delivery charge of \$100 per copy.
Retainer	No retainer is required.
Payment Terms	CIVAS will invoice Client for the Appraisal in its entirety, less the retainer, if any, at the completion of the assignment. Final payment is due and payable within five (5) business days upon delivery of the electronic copy of the Final Appraisal or within thirty (30) days of your receipt of our Draft Appraisal, whichever is sooner. If a Draft Appraisal is requested, the fee is considered earned upon delivery of our Draft Appraisal.
Acceptance Date	These specifications are subject to modification if this Agreement is not accepted within 3 business days from the date of this letter.

Terms and Conditions

The attached Terms and Conditions and Specific Property Data Request are deemed a part of this Agreement as though set forth in full herein. The following is a list of information we will need to begin our analysis. Please forward with the Agreement or as soon as possible.

- › Survey with Legal Description & Site Size
- › Title Report
- › Wetland Delineation Map (if applicable and/or available)
- › Engineering studies, soil tests or environmental assessments
- › Name and telephone number of property contact for physical inspection and additional information needed during the appraisal process

In addition to the items requested above, please forward any additional materials you would consider relevant in the analysis of the subject property.

The Appraisal is for the sole use of the Client; however, Client may provide only complete, final copies of the Appraisal report in its entirety (but not component parts) to third parties who shall review such reports in connection with loan underwriting or securitization efforts. CIVAS is not required to explain or testify as to appraisal results other than to respond to the Client for routine and customary questions. Please note that our consent to allow the Appraisal prepared by CIVAS or portions of such Appraisal, to become part of or be referenced in any public offering, the granting of such consent will be at our sole and absolute discretion and, if given, will be on condition that CIVAS will be provided with an Indemnification Agreement and/or Non-Reliance letter, in a form and content satisfactory to CIVAS, by a party satisfactory to CIVAS. CIVAS does consent to your submission of the reports to rating agencies, loan participants or your auditors in its entirety (but not component parts) without the need to provide CIVAS with an Indemnification Agreement and/or Non-Reliance letter.

CIVAS hereby expressly grants to Client the right to copy the Appraisal and distribute it to other parties in the transaction for which the Appraisal has been prepared, including employees of Client, other lenders in the transaction, and the borrower, if any.

"Each report should clearly state that the report may be used, quoted or relied upon by the City of Galveston, and their successors and/or assigns including:

- › Designated persons pursuant to an order or legal process of any court or government agency

PROFESSIONAL SERVICE AGREEMENT

CONTINUED

Our ability to honor the terms of this Agreement will require Client's response within three (3) business days. If you have questions regarding the enclosed, please feel free to contact me. CIVAS appreciates this opportunity to be of service to you on this assignment and looks forward to serving you. If you have additional questions, please contact us.

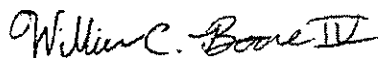
I, Trevor Fanning, on behalf of the City of Galveston, agree to the above stated terms and authorize Colliers International Valuation & Advisory Services, LLC to prepare the above referenced appraisal.

Date: _____

Trevor Fanning, Assistant City Attorney
City of Galveston

Respectfully,

Colliers International Valuation & Advisory Services, LLC



W. Cameron Boone, IV, MAI
Valuation Services Director | Right of Way
Direct +1 713.835.0099 | Mobile: 832.334.9604
Cameron.Boone@colliers.com

PROFESSIONAL SERVICE AGREEMENT

CONTINUED

TERMS AND CONDITIONS

"T&C"

- 1) The Appraisal will be subject to Colliers International Valuation & Advisory Services, LLC's ("CIVAS") Assumptions and Limiting Conditions that are incorporated into each appraisal, and any Extraordinary Assumptions and Hypothetical Conditions that may be incorporated into each appraisal.
- 2) Any capitalized, non-defined words shall have the same meaning as defined in the Agreement to which these T&Cs are attached.
- 3) Client is defined as the party signing the Agreement and shall be responsible for payment of the fees stipulated in the Agreement. Payment of the fee for the Appraisal is not contingent on the appraised value(s) or the outcome of the report(s). Additional fees will be charged on an hourly basis of \$250 for any work that may exceed the scope of this proposal, including performing additional valuation scenarios, additional research, and conference calls, meetings, deposition preparation, deposition, trial testimony or travel that may exceed the time allotted by CIVAS for an assignment of this nature. If CIVAS is requested to cease working on the Appraisal for any reason prior to the completion of the appraisal(s), CIVAS will be entitled to bill the Client for the time spent to date at CIVAS' hourly rates for the personnel involved. The Client will be billed at \$250 per hour. If the Client delays completion of the assignment beyond ninety (90) days, the fee may be renegotiated. This may result in the total fee exceeding the original agreed fee agreed upon cost.
- 4) The fees and expenses shall be due CIVAS as agreed to in the Agreement and these T&Cs. Client agrees to pay all fees and expenses, including attorney's fees, incurred by CIVAS in connection with the collection or attempted collection of the fees and expenses. In the event Client fails to make payments when due and payable, then from the date due and payable until paid the amount due and payable, shall bear interest at 1.5% per month or the maximum rate permitted in the state in which the CIVAS office executing the Agreement is located, whichever is greater.
- 5) The fee is due upon delivery of the final report or within thirty (30) days of your receipt of the draft report, whichever is sooner. If a draft is requested, the fee is considered earned upon delivery of our draft report.
- 6) In the event that either party commences any legal action relating to the provisions of the Agreement, including collection, the prevailing party shall be entitled to its actual attorneys' fees and costs, including those incurred upon appeal. The Agreement shall be governed by and construed in accordance with the laws of the state where the CIVAS office executing the Agreement is located. The venue of any action arising out of the Agreement shall be the county where the CIVAS office executing the Agreement is located. Client will have up to fourteen (14) days from receipt of the Draft Appraisal to review and communicate its review to CIVAS. CIVAS reserves the right to bill Client for additional appraisal efforts that may arise from the Client not responding within this time period.
- 7) All statements of fact in the Appraisal which are used as the basis of the CIVAS' analyses, opinions, and conclusions will be true and correct to the best of the CIVAS' knowledge and belief. CIVAS does not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the state of affairs of the Property furnished to CIVAS by Client.
- 8) CIVAS shall have no responsibility for legal matters, questions of survey or title, soil or subsoil conditions, engineering, or other similar technical matters. The Appraisal will not constitute a survey of the Property analyzed.
- 9) Client shall provide CIVAS with such materials with respect to the Appraisal as requested by CIVAS and which are in the possession or under the control of Client.
- 10) The data gathered in the course of the Appraisal (except data furnished by Client) and the Appraisal prepared pursuant to the Agreement are, and will remain, the property of CIVAS. With respect to data provided by Client, such data shall be confidential, and CIVAS shall not disclose any information identified as confidential furnished to CIVAS. Notwithstanding the foregoing, CIVAS is authorized by Client to disclose all or any portion of the Appraisal and the related data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable CIVAS to comply with the Bylaws and Regulations of such Institute as now or hereafter in effect.
- 11) Unless specifically noted, CIVAS does not assume any duty to analyze or examine the Property or adjacent property for the possible presence of toxic and/or hazardous substances or materials (including but not exclusive to asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (hazardous material), or the cost of encapsulation or removal thereof) and accepts no liability regarding the issue. If such materials exist, CIVAS defers to the expertise of professionals specifically trained in analyzing the cost to remediate, which will not be a part of the appraisal fee proposal. The Appraisal will contain a comprehensive disclaimer to this effect.
- 12) CIVAS understands that there is no major or significant deferred maintenance in the Property which would require the expertise of a professional cost estimator or contractor. If such repairs are needed, the estimates are to be prepared by others, and are not a part of the fee contemplated in the Agreement.
- 13) Client acknowledges that CIVAS is being retained hereunder as an independent contractor to perform the services described herein and nothing in the Agreement shall be deemed to create any other relationship between Client and CIVAS. The Agreement shall be deemed concluded and the services hereunder completed upon delivery to Client of the Appraisal discussed herein.

PROFESSIONAL SERVICE AGREEMENT

CONTINUED

- 14) In the event of any dispute between Client and CIVAS relating to this Agreement, or CIVAS' or Client's performance hereunder, CIVAS and Client agree that such dispute shall be resolved by means of binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. Depositions may be taken and other discovery obtained during such arbitration proceedings to the same extent as authorized in civil judicial proceedings in the state where the CIVAS office executing this Agreement is located. The arbitrator(s) shall be limited to awarding compensatory damages and shall have no authority to award punitive, exemplary or similar type damages. The prevailing party in the arbitration proceeding shall be entitled to recover from the losing party its reasonable expenses, including the costs of arbitration proceeding, and reasonable attorneys' fees.
- 15) Client agrees that its only remedy for losses or damages relating to the Agreement shall be limited to the amount of the appraisal fee paid by the Client. Should the Client, or any other entitled party, make a claim against CIVAS, its directors, officers, employees and other affiliates and shareholders, relating to this engagement or the appraisal(s), the maximum damages recoverable from CIVAS, its directors, officers, employees and other affiliates and shareholders, shall be the amount of funds actually collected by CIVAS under the Agreement, and no claim shall be made for any consequential or punitive damages.
- 16) If CIVAS or any of its employees receives a subpoena or other judicial notification to produce documents or provide testimony involving the Appraisal in connection with a lawsuit or related proceeding, CIVAS will notify the Client of receipt of the subpoena or notification. However, if CIVAS is not part of the lawsuit or proceedings, Client agrees to compensate CIVAS for the professional time required and to reimburse CIVAS for the expenses incurred in responding to any such subpoena or judicial notification, including any attorneys' fees, as they are incurred. CIVAS is to be compensated at the prevailing hourly rates of the personnel responding to the subpoena or command for testimony.
- 17) If expert witness testimony is required in connection with the Appraisal, the following hourly rates will apply. The Client will be billed at the rate of \$250 per hour. The hourly billings pertain to court preparation, waiting and travel time, document review and preparation (excludes appraisal report) and all meetings related to court testimony.
- 18) Client shall indemnify and hold CIVAS, its parent, subsidiaries, affiliates, its officers, directors, employees and agents ("CIVAS Indemnities"), fully harmless against all losses, damages, claims, and expenses of any kind whatsoever (including costs and reasonable attorneys' fees), sustained or incurred by a third party as a result of the negligence or intentional acts or omissions of Client (including any failure to perform any duty imposed by law), any misrepresentation, distortion or if Client fails to provide complete and accurate information to CIVAS, for which recovery is sought against the CIVAS Indemnities by that third party; however, such obligation to defend and indemnify shall not apply to the extent caused by the negligent act or willful misconduct of CIVAS. Client shall indemnify and hold CIVAS Indemnities harmless from any claims, expenses, judgments or other items or costs arising as a result of the Client's failure or the failure of any of the Client's agents to provide a complete copy of the Appraisal to any third party. **LIMITATION OF LIABILITY.** EXCEPT FOR THE INDEMNIFICATION PROVISION ABOVE, ANYTHING IN THE AGREEMENT TO THE CONTRARY NOTWITHSTANDING, UNDER NO CIRCUMSTANCES WHATSOEVER SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER. EXCEPT FOR IN NO EVENT WHATSOEVER SHALL CIVAS' TOTAL LIABILITY TO CLIENT FOR DIRECT DAMAGES UNDER THE AGREEMENT OR ANY OTHER DAMAGES WHATSOEVER EXCEED IN THE AGGREGATE THE TOTAL SUM OF FUNDS RECEIVED BY CIVAS FROM CLIENT.
- 19) The Appraisal and the name Colliers International Valuation & Advisory Services may not be used in any marketing or investment material or offering memoranda without CIVAS' prior written consent. CIVAS, its employees and appraisers have no liability to any recipients of any prepared material, and disclaim all liability to any party other than the Client.
- 20) Unless CIVAS consents in writing, the Appraisal cannot be used by any party or for any purpose other than the Client for the purposes specified in the Agreement. Should the Client provide a copy of this Appraisal to any person or entity not authorized by CIVAS in writing, Client hereby agrees to hold CIVAS, its directors, officers, employees and other affiliates and shareholders, harmless from all damages, expenses, claims and costs, including any attorney's fees. The Client acknowledges that any opinions and conclusions expressed by the professionals of CIVAS pursuant to the Agreement are made as employees and not as individuals. CIVAS' responsibility is limited to the Client, and the use of the Appraisal or related product by third parties shall be solely at the risk of the Client and/or third parties.
- 21) CIVAS agrees to maintain Professional Liability Insurance in the amount of \$1,000,000 and General Liability insurance in the amount of \$2,000,000, as well as workers compensation per local regulatory requirements. General Liability and Workers Compensation policies shall contain a full waiver of subrogation clause, but only to the extent of loss arising from or attributable to CIVAS gross negligence. Within ten (10) days of the execution of the Agreement, CIVAS will provide Client with certificates of insurance naming Client as an additional insured on the General Liability policy. CIVAS will endeavor to provide Client with written notice regarding any cancellation of any such insurance.
- 22) The use of this appraisal shall be used only for the purpose set forth by the Client. In the event that the client wishes to use this report or portions of this report for any other purpose such as, to become part of or be referenced in, any offering or other material intended for the review of others, or to be submitted to others, will be at the Client's sole and absolute discretion and, if given, will be on condition that CIVAS will be provided with an Indemnification Agreement and/or Non-Reliance letter, in a form and content satisfactory to CIVAS and the Client, by a party satisfactory to CIVAS and the Client. CIVAS does consent to Client submission of the complete Appraisal to rating agencies, loan participants or your auditors without the need to provide us with an Indemnification Agreement and/or Non-Reliance letter.
- 23) Client and its affiliates, rating agencies and a limited number of investors involved in the securitization, may use and rely upon CIVAS report in connection with a planned loan securitization involving the Property including, without limitation, utilizing selected information in the Appraisal in the offering documents relating to the securitization and CIVAS agrees to cooperate in answering reasonable questions by any of the above parties in connection with the securitization.

Client agrees that it will not file, use, or permit or cause to be used in any offering documents or any other document any portion or extract of the Appraisal, or any reference to the Appraisal, without first (i) having provided the portion or portions of an offering document or other document to CIVAS for review and (ii) having obtained the prior written consent of CIVAS to any such filing, use,

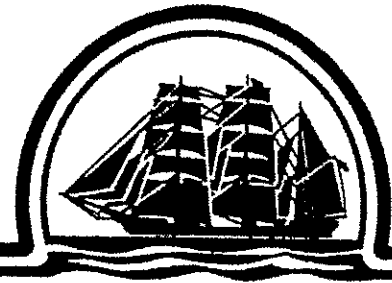
PROFESSIONAL SERVICE AGREEMENT

CONTINUED

amendment or modification, which consent shall not be unreasonably withheld. CIVAS shall have the right to require Client to include in any offering document or other document disclosure concerning the conditions, qualifications and assumptions of the appraisal and such other disclosure concerning the Appraisal as CIVAS shall reasonably require.

Client can use the appraised value without attribution to the Appraisal, and selected information in the Appraisal, provided Client agrees that it has complied and at all times will comply, and will use Client's best efforts to cause any underwriters to comply, with all applicable Federal and state securities laws in connection with any offering, and offering document and any use of the Appraisal. Client further agrees that neither any offering document nor any other document used in connection with any offering will contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein not misleading regarding the Appraisal, or any portion or extract thereof, or any reference to the Appraisal.

City of Galveston



City Attorney's Office

P.O. Box 779 / Galveston, Texas 77553-0779 / (409) 797-3530 / Fax (409) 797-3531

December 13, 2018

To: Brian Maxwell, City Manager

From: Don Glywasky, City Attorney

RE: Consider for Approval Allowing the City to Purchase the Professional Services of Pyles, Whatley Corporation for Appraisal and Survey Services Related to the Removal of the Incinerator (T. Fanning)

I. Background

- A. The City is in the process of acquiring land around the incinerator for remediation.
- B. This process requires two appraisals for each tract of land.
- C. The funds used for appraisals will be reimbursed by the GLO
- D. Pyles, Whatley would appraise 14 properties at the rate of 2,500 for vacant tracts and 4,000 for improved tracts. The cost would not exceed 41,000.

II. Current Situation

III. Issues

These appraisals are necessary for the City of Galveston to acquire properties near the incinerator for remediation, and are required as part of any exercise of imminent domain.

IV. Alternatives in order of priority

- A. Approve the proposal and expenditure.
- B. Do not approve the proposal.

VI. Recommendation

Approve the proposal from Pyles Whatley for appraisal work for property around the incinerator not to exceed \$41,000.00.

VII. Fiscal Impact Report

Requested by: Don Glywasky, City Attorney

Funding Source: CDBG-DR Round 2.2

Costs of implementation: \$\$41,000.00

Respectfully submitted,

/Don Glywasky/
Don Glywasky
City Attorney

Approved,

/Brian Maxwell/
Brian Maxwell
City Manager

PYLES★WHATLEY CORPORATION

Real Estate Consultants

October 23, 2018

Mr. Trevor P. Fanning
Assistant City Attorney
City of Galveston
P.O. Box 779
Galveston, Texas 77553

RE: Proposal for Real Estate Appraisal Services for valuation of 10 tract of land and 4 residences located along Lennox Avenue and 59th Street in the City of Galveston, Galveston County, Texas.

Dear Mr. Fanning:

Thank you for your request to submit a proposal for providing real estate appraisal services for the City of Galveston. Based on the information provided for the parcels identified on the attached page, we have estimated real estate appraisal fees at a total cost of **\$41,000**.

Our fee will be due upon delivery of the appraisal reports.

The valuation will be as of the date of our inspection. Once authorized to begin work, the reports will be delivered to you within **45 days** from engagement. An electronic copy of the report will be provided within the delivery time, with hard copies of each appraisal report being available upon request.

The City of Galveston will be identified as our client and its agents, employees, and counsel will be identified as the intended users of the appraisal reports. The purpose and intended use of the appraisals will be to estimate the market value of the property in fee simple, and will be used for decision making analysis and negotiations for the proposed acquisition of the property described.

We propose to use a narrative format for the report that will meet the needs of the appraisal assignment. The appraisal report will be submitted as appropriate and prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) and in conformity with the requirements of the Code of Ethics and Standards of Professional Practice of the Appraisal Institute.

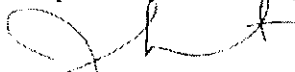
Properties located in Keller, Tarrant County, Texas, to be appraised:

Parcel No.	Property Owner	Parcel #	Description	Appraisal Fee	Value
2	Wilbert Williams	114122	8,494 SF, land	\$2,500.00	Fee Simple
3	Tarris Wood	121053	6,600 SF, land	\$2,500.00	Fee Simple
5	John Evans	121055	966 SF, single-family residence	\$4,000.00	Fee Simple
6	James Yarbrough	121056	3,605 SF, land	\$2,500.00	Fee Simple
8	Wilbert Williams	121058	2,975 SF, land	\$2,500.00	Fee Simple
9	Wilbert Williams	121059	2,975 SF, land	\$2,500.00	Fee Simple
11	Wilbert Williams	121061	1,546 SF, single-family residence	\$4,000.00	Fee Simple
12	Armondo Jimenez	121062	5,900 SF, land	\$2,500.00	Fee Simple
14	Federico Aguillon	121064	5,900 SF, land	\$2,500.00	Fee Simple
15	Federico Aguillon	121065	5,875 SF, land	\$2,500.00	Fee Simple
17	Juan Rodriguez	121067	2,925 SF, land	\$2,500.00	Fee Simple
18	Jesus & Maria Garza	121068	912 SF, single-family residence	\$4,000.00	Fee Simple
20	David Brown	298299	8,494 SF, land	\$2,500.00	Fee Simple
21	Bessie James	121071	999 SF, single-family residence	\$4,000.00	Fee Simple

October 23, 2018
Mr. Trevor P. Fanning
Page 3

We look forward to working with you. If you should need additional information, please telephone me at 214-340-5880.

Respectfully submitted,



Jason Secrest, MAI
Pyles Whatley Corporation

Agreed to and accepted this _____ day of _____, 2018

By: _____
Authorized Representative



City of Galveston

Architectural Projects STAFF REPORT

December 4, 2018

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Dudley Anderson, Architectural Projects Manager

RE: Consider for approval authorizing the City Manager to execute a contract for professional services from Design Workshop, Inc. in the amount of \$107,550 for a project to improve the pedestrian experience in the downtown area.

I. Background

- A. The area bounded by 20th to 25th Streets and Church to Strand is scheduled for improvements to create a more secure and conducive experience for pedestrian traffic. We anticipate improvements to lighting levels, shade, and accessibility.
- B. City Council approved the selection of Design Workshop, Inc. as one of the firms qualified to provide urban and landscape design services for projects on September 13, 2018.
- C. City Staff has negotiated both scope of services and fee for professional services with Design Workshop, Inc. to provide the necessary design.
- D. Design Workshop, Inc. has successfully participated in streetscape improvement projects on 27th street and Broadway for the City of Galveston.

II. Current Situation

- A. The first step in the design process for making pedestrian improvements will define the existing conditions and make recommendations to unify the various projects underway in that area.
- B. The next phase of the design work will occur after this design effort has been reviewed and approved by the City. That phase will include construction documents and detailed estimates.
- C. Design Workshop, Inc. is ready to begin design immediately upon approval and execution of the professional services agreement.





City of Galveston

Architectural Projects STAFF REPORT

III. Issues

There are several studies, projects, and programs in effect in this area. This design will enhance and unify all of the previous work.

V. Alternatives in order of priority

- A. Approve authorizing the City Manager to execute an agreement for a design study for improvements to the downtown area in the amount of \$107,550.
- B. Do not approve the agreement.

VI. Recommendation

Approve authorizing the City Manager to execute an agreement for a design study for improvements to the downtown area in the amount of \$107,550.

VII. Fiscal Impact Report

Requested by: J. Dudley Anderson, RA
Architectural Projects Manager

Funding Source: Public Infrastructure Silo

Costs of implementation: \$107,550

Respectfully submitted,

J. Dudley Anderson
Architectural Projects Manager



**CITY OF GALVESTON
CONTRACT FOR PROFESSIONAL SERVICES**

Downtown Galveston Pedestrian Study

This Agreement is made and entered into this _____ day of _____, 2018, by and between the **City of Galveston** ("City"), a Texas home-rule municipality, and **Design Workshop, Inc.**, (Company), located at 300 Main Street, Suite 201, Houston, Texas 77002.

The City of Galveston desires to obtain services in connection with the **Downtown Galveston Pedestrian Study**. (Project).

The City desires to engage Design Workshop, Inc. to render certain services in connection with the above stated project and Design Workshop, Inc. ("Company") desires to provide such services.

This Agreement between the Parties consist of the terms and conditions set forth herein, and **Exhibit A**, identified as the Responsive Proposal from Design Workshop, Inc., and in those documents, attached and incorporated for all purposes for the Project known as the Downtown Galveston Pedestrian Study.

NOW, THEREFORE, for and in consideration the parties do mutually agree as follows:

1. **SCOPE OF SERVICES:** The scope of services (Work) shall be as set forth in **Exhibit "A"**, identified as the Responsive Proposal from Company dated November 26, 2018. Company will provide the services ("Work") to the City in connection with the Project, as specifically described in **Exhibit A**, attached and fully incorporated for all intents and purposes.
2. **TIME OF PERFORMANCE/TERM:** The services set forth in **Exhibit "A"** shall commence on the above referenced date of this Agreement. Due to the nature and extent of the project, the work is expected to be completed within (180) calendar days of issuance of a Notice to Proceed (NTP) unless sooner terminated and/or extended under the terms set forth herein.
3. **STANDARD OF CARE:** The standard of care for all services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
4. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS:** Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.
5. **CHANGES:** The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Agreement. No changes in the terms of this Agreement shall be binding unless it is in writing and signed by an authorized representative of both parties.
6. **APPROPRIATIONS:** The obligations of the City to make payment under this Agreement

are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.

7. **SCHEDULE AND DELIVERABLES:** The City and its agencies will cooperate with Company to facilitate the performance of the work described in the Agreement. Company will perform the Work in accordance with the schedules/timetables described in greater detail in the attached Exhibit A.
8. **FORCE MAJEURE:** No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control. Company shall be respectively relieved of their obligations hereunder with respect to the performance(s) so prevented and the Agreement may be extended by a period of time equal to the period of interruption caused by the force majeure event.
9. **COMPENSATION:** The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed **One Hundred Seven Thousand and Five Hundred Fifty Dollars and zero cents (\$107,550.00)**. Company will furnish an invoice to the City detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at 300 Main Street, Suite 201, Houston, Texas 77002. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Agreement in writing by both parties. Parties shall attempt to resolve any payment disputes within sixty (60) days after the invoice date or the matter may be submitted to mediation.
10. **INSURANCE REQUIREMENTS:** Company shall provide all required City of Galveston certificates of coverage and all renewals throughout the duration of the Project. For each policy except Workers' Compensation protection, Company shall name the City as an additional insured and shall provide that the policy require the insurance carrier to notify the City a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are listed below.

Required Insurance:

- a. Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Professional Liability Insurance. Limits are to be equal to or greater than:
 - \$2,000,000** general liability (includes products and personal, etc.)
 - \$1,000,000** fire damage
 - \$1,000,000** automobile damage
 - \$500,000** workers compensation employers' liability
 - Statutory** limits for workers compensationInsurance coverage shall be on an "**occurrence basis**"

Professional liability insurance policy which provides coverage in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. Said insurance policy provides coverage to the City for any damages or losses suffered by the City as a result of any error or omission or neglect by the Company which arises out of the professional services required by this Agreement.

11. **TERMINATION:** This Agreement may be terminated for convenience of the City prior to completion of the Work by the City giving at least ten (10) days' written notice to the Company. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, City shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Company under this Agreement shall, at the option of the City, become property of the City and the Company shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by Company or its subordinates and the City may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due the City from Company is determined.

12. **INDEMNIFICATION: FOR CONSIDERATION RECEIVED,** Company shall, to the extent allowable, indemnify, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, or omission, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the city. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
13. **INDEPENDENT CONTRACTORS:** The parties are independent contractors as to each other. Nothing in this Agreement shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

It is the intent of the parties to this Agreement that the Company as an independent contractor will control the manner and means of its performance. The City will control the scheduling of

the performance. The exclusive nature of this Agreement is limited to the duration of the performance and it is expected that the performer will enter into other similar agreements with other customers.

14. **COPYRIGHT:** The Company specifically warrants and represents that all copyrighted material to be performed has been licensed or authorized by the copyright owners or their representatives. The Company indemnifies the city for any copyright infringement and any expenses that may result from such copyright infringement during or as the result of the performance.
15. **PERMITS:** The Company warrants and represents that it has obtained any and all permits, approvals, and licenses and necessary for the performance. All permits associated with the project shall be the sole responsibility of Company.
16. **ASSIGNMENT:** Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.
17. **COPYRIGHT:** No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Company.
18. **NO WAIVER:** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Agreement.
19. **ENTIRE AGREEMENT:** This Contract incorporates Exhibit A, pages 1-9 dated 11/26/2018, and constitutes the sole agreement of the parties hereto. No change in the terms of this Agreement shall be binding unless it is in writing and signed by an authorized representative of both parties. The Company, by signing this agreement, acknowledges the City of Galveston is entering into this Agreement in its governmental capacity, and not a proprietary capacity.
20. **SEVERABILITY CLAUSE:** The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions 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 these conditions.
21. **ATTORNEY'S FEES:** In the event there is a dispute concerning this Agreement each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.
22. **APPLICABLE LAW, VENUE, and JURISDICTION:** This Agreement shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Agreement, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Agreement or the Work.
23. **NOTICES:** All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Agreement. A party's notice address may be changed from time to time by that party's

providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Suite 203
P. O. Box 779
Galveston, Texas 77553

Design Workshop, Inc.
Attn: Amy Harbert
918 Congress Avenue
Houston, Texas 77002

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

DESIGN WORKSHOP, INC.

BY: _____
NAME: Brian Maxwell
TITLE: City Manager
DATE: _____

BY:  _____
NAME: Amy Harbert
TITLE: Principal
DATE: 12/03/2018

ATTEST:

By: _____
Janelle Williams,
City Secretary

APPROVED AS TO FORM:

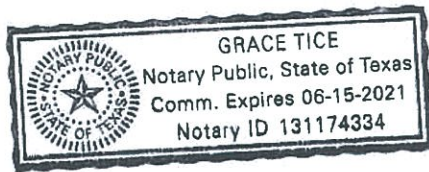
City Attorney's Office

BY EXECUTION OF THIS AGREEMENT, COMPANY ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

THE STATE OF TEXAS §
 §
_____ **COUNTY** §

On this day, BEFORE ME, the undersigned, personally appeared Amy Harbert of Design Workshop, Inc., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3rd day of December, 2018.



Grace Tice
Notary Public in and for
The State of Texas

PROJECT DESCRIPTION

The City of Galveston seeks to conduct a pedestrian study of Downtown Galveston, spanning approximately from Church Street to New Strand, and potentially, from 25th Street to 20th Street. This is approximately 11 blocks. The scope of services describes a nine block area within this general study area. The final study area will be determined as a part of task one in the scope below.

SCOPE OF SERVICES

The following narrative describes a comprehensive list of services required to prepare Context Analysis Plans, Inventory Diagrams, Streetscape Sections, Phasing Strategy for Implementation, Opinion of Probable Costs, Draft Master Plan, Final Master Plan and Summary Memorandum for the study area. Efficiently organizing the work will be essential to completing the project in a timely fashion. While the following narrative is organized in a linear manner, many of the sub-tasks may proceed in a parallel or concurrent fashion.

The scope of work to be performed by Design Workshop (DESIGN WORKSHOP) in connection with this agreement is as follows:

TASK ONE: PROJECT START-UP

The general objective for this phase of the work is to develop a thorough understanding of the work that has been completed to date, understand all existing guidelines and overlay documentation, confirm the study area boundary, become familiar with the study area and develop a preliminary understanding of the development program.

The specific tasks to be completed are as follows:

1. Meet with the client to identify key stakeholders to attend a project kick-off meeting.
2. Review pertinent codes, current entitlements, and conditions of approval, which may impact the site development concepts.
3. Meet with the client and key property and business owners to review/develop project goals, design criteria and site program.
4. Define the roles and responsibility of the project team, including any other consultants retained by the client for this effort.
5. Review all GIS, geotechnical, planning documents, comprehensive plans and other documentation provided by the City of Galveston.
6. Visit the site to become familiar with the site conditions such as soils, slopes, views, and context surrounding the site. Field-verify survey information, including the limits of existing improvements.
7. Prepare a detailed project schedule/work plan.
8. Prepare Study Area diagram for approval.

DESIGNWORKSHOP

9. Attend up to two additional meetings with the Client and stakeholders (open house or one-on-one interviews).

The following products will be prepared/delivered:

1. Statement of understanding of client's vision and outcomes for the project
2. Meeting agenda and meeting records
3. Notes and written documentation of specific research topics
4. Project schedule/work plan
5. Stakeholder engagement strategy
6. Study area diagram at a scale not to exceed 1" = 40'

TASK TWO: SITE INVENTORY AND ANALYSIS

The general objective for this phase of work is to understand existing conditions and inventory all site components within the right of way. We will test program goals against site conditions and begin to identify gaps in the downtown pedestrian system. Based on client goals, we will provide analysis of the existing conditions, find benchmark projects and case studies, and we will prepare the summary chapter 1 for the final master plan document.

The specific tasks to be completed are as follows:

1. Site inventory walk within the right-of-way of all streets confirmed in the study area boundary during day light and nighttime hours.
2. Prepare a Site Analysis/Framework plan, summarizing major influences upon design (such as traffic direction, pedestrian sidewalks, lighting, heat island affect, barriers to accessibility, and others).
3. Identify locations of historic sidewalk materials and features. Utilize the City Design Standards for Historic Properties and work with Texas Historical Commission to ensure proper identification and documentation of such elements.
4. Prepare benchmark and case study summary of similar projects, identifying successes and methods to achieve success including methods for removal, archive and replacement of historical materials and features.
5. Understand and identify locations of historic sidewalk materials and features. Research other storage and reuse methods of these
6. One meeting with the City and key stakeholders to review and verify findings.

The following products will be prepared/delivered:

1. Site Inventory Plan identifying barriers to access, items to remain, etc.
2. Site Analysis/Framework plan, summarizing how project goals affect inventoried items including all historic components and their relationship to the final project goals.
3. Draft chapter one of the summary document for City review
4. Meeting agenda and meeting record

TASK THREE: CONCEPTUAL STREETSCAPE ALTERNATIVES

The general objective for this phase of work is to test program goals and site program against existing site conditions, and to explore design ideas to arrive at a preferred recommendation. Based on the existing drawings, survey and/or GIS data provided by the City of Galveston, Design Workshop will prepare conceptual streetscape alternative recommendations for each street within the study area.

The specific tasks to be completed are as follows:

7. Confirm program requirements and develop design principles based to guide decision making.
8. Prepare a conceptual design plan for components common to each street including intersections, transit stops and other functional, duplicated components.
9. Prepare cross sections illustrating recommendations to promote pedestrian safety, human comfort and stormwater management concepts. Up to three cross section alternatives will be prepared for each street within the study area, dependent upon contextual changes along the street.
10. Prepare image character boards to convey a "kit of parts" containing site furnishings such as trash receptacles, benches and seat walls. We will also include lighting and shade options for review.
11. Prepare a "kit of parts" containing up to three options for green stormwater management.
12. Prepare recommendations for private uses within the pedestrian realm, identifying restrictions and/or types of use and furnishings such as café tables, benches and other seating, merchandise display and the use of temporary signage.
13. Prepare plant image boards for street trees, shrubs and perennials.
14. Attend up to two meetings with the Client and/or stakeholders to review alternatives to the streetscape concepts.
15. Prepare chapter two of the summary memorandum, documenting the alternatives and stakeholder engagement process associated with selecting preferred recommendations.

The following products will be prepared/delivered:

5. Up to 24 illustrative streetscape elevations at a scale not to exceed $\frac{1}{4}" = 1'-0"$.

6. Up to 6 conceptual design plans for common components at a scale not to exceed 1" = 10'.
7. Image character boards for furnishing preference selection
8. Meeting agenda and meeting records
9. Presentation materials for City and Stakeholder preference work shop (open house or focus groups)
10. Draft chapter two of the summary document for City review

TASK THREE: SCHEMATIC DESIGN OF PREFERRED ALTERNATIVE(S)

The general objective for this phase of the work is to prepare illustrative plans and cross sections of the preferred alternatives for all streets within the study area and develop an initial understanding of landscape construction costs. Based on the Client approved conceptual alternative, Design Workshop will prepare a Schematic Design Plan.

The specific tasks to be completed are as follows:

1. Preliminary plan review with municipal staff, e.g. Planning and Public Works.
2. Preliminary plan review with key stakeholders.
3. Recommend preferred site materials and plant palettes.
4. Prepare an overall site plan that clearly illustrates the site development concept, key relationships, the materials "kit of parts", planting concepts, site circulation, and the relative disposition of additional program on each site.
5. Prepare a lighting design strategy and identify types of lighting to achieve project goals.
6. Prepare a shade design strategy and identify types and location of shade to achieve project goals (structured or planted).
7. Based on the Schematic Design plan, prepare an opinion of the range of probable costs for each intersection and streetscape within the study area. This range is an opinion only and will need to be verified by a retained cost estimation specialist or by a contractor in the bidding and negotiation process.
8. Prepare a draft project priority matrix identifying those elements which will assist in identifying initial construction projects (i.e. pedestrian use, ease of construction, other companion projects, high need v. low need for back of curb infrastructure repair, opinion of probable cost).
9. Attend up to two meetings with the Client and/or key stakeholders to review all material and host a brief work session to discuss the draft priority matrix.

The following products will be prepared/delivered:

1. One over all illustrative master plan based on information provided by the City at scale not to exceed 1" = 40'
2. Up to nine illustrative landscape streetscape plans for each street within the study area at a scale not to exceed 1" = 20'
3. Up to nine illustrative elevations showing the preferred streetscape alternative at a scale not to exceed 1/4" = 1'-0"
4. One landscape lighting and shade diagram illustrating the lighting and shade strategy for the study area
5. Schematic level of opinion of probable cost
6. Draft priority matrix for review with City staff and key stakeholders
7. Draft chapter three of the summary document for City review
8. Meeting agenda and meeting summaries

TASK FOUR: PRIORITY PROJECT MATRIX / FINAL RECOMMENDATION

The general objective for this phase of the work is to identify a potential construction project or projects for back of curb improvements within the study area. Based on the approved criteria for the project priority matrix, the team will rank improvements to identify the immediate next steps to facility pedestrian safety, shade, lighting and other project goals through back of curb reconstruction or the installation of necessary streetscape components.

The specific tasks to be completed are as follows:

1. Complete the project priority matrix and identify up to four priority tiers (e.g. immediate, short-term, mid-range, and long-term).
2. One priority streetscape diagram illustrating project priorities at a scale not exceed 1" = 40'.
3. Prepare the draft chapter four of the summary document for City review.
4. Prepare the draft summary document including executive summary and appendix information for City review.
5. Attend one meeting with City staff and key stakeholders to review the final recommendations and draft summary document.
6. Attend one City Council Workshop to discuss the project.
7. Attend up to two City Council meetings for document approval.

8. Deliver the final summary document to the City.

The following products will be prepared/delivered:

1. Project priority matrix
2. Priority matrix diagram at a scale not to exceed 1" = 40'-0"
3. Draft chapter four of summary document for City review
4. Draft summary document for City review
5. Meeting agenda and meeting records
6. Illustrative perspective rendering of priority project or preferred view

CONDITIONS AND EXCLUSIONS

Client shall provide the following information or services as required for performance of its services. Design Workshop assumes no responsibility for the accuracy of such information or services provided by Client and shall not be liable for errors or omissions therein. Should Design Workshop be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services.

In order to begin services, we will require the following information:

1. Topographic field surveys of the property which include but are not limited to the property lines, easements, utilities, structures, buildings, one (1) foot contours intervals, etc.
2. A copy of the adopted or in-progress Comprehensive Plan
3. A copy of The City of Galveston downtown guidelines and overlay district plans
4. Island Transit stop locations, both existing and proposed
5. Current employment and employment growth projections
6. Current population/demographics and population/demographics growth projections
7. Proposed bicycle routes
8. Proposed trails or other pedestrian connection routes

PROJECT TEAM

Design Workshop typically organizes projects in a team format with key responsibilities divided between the Principal-in-Charge and Project Manager. The key team members for your project are listed below:

Principal-in-Charge – **Amy Harbert**

Amy Harbert will serve as Principal-in-Charge of the Downtown Galveston Pedestrian Study project and will have primary responsibility for the overall content and quality of the services performed by Design Workshop.

Project Manager – **Erin McDonald**

Erin McDonald will serve as the Project Manager for the Downtown Galveston Pedestrian Study project and will also be responsible for leading the internal team and scheduling all correspondence with the client team. Her responsibilities will include the coordination of Design Workshop's in-house design team as well as regular communication and coordination with all members of the project team.

Project Planner – **Tarana Hafiz**

Tarana Hafiz will be the Project Planner for the Downtown Galveston Pedestrian Study project. She will be responsible for gathering and analyzing data to assist the team with its ultimate project priority recommendations.

SCHEDULE

Design Workshop is prepared to begin services upon approval of this contract by the City of Galveston and a signed copy of this proposal from an authorized owner's representative. At this time, the following generalized schedule is anticipated:

Task One – 4 weeks
Task Two – 6 weeks
Task Three – 8 weeks
Task Four – 4 weeks

FEES AND EXPENSES

1. Basic services

Compensation to Design Workshop for the services described herein and in accordance with the conditions of this agreement shall be for a lump sum fee of **\$107,550.00**

The estimated fees are as follows:

Task One	Project Start-Up	\$7,240
Task Two	Site Inventory and Analysis	\$15,500
Task Three	Conceptual Streetscape Alternatives	\$19,900
Task Four	Schematic Design	\$20,180

Task Five	Priority Matrix/Final Recommendation	\$17,030
Expenses & Travel		\$7,700
Surveying Subconsultant (T&M, Not to Exceed)		\$20,000
Total Professional Fees		\$107,550

2. **ADDITIONAL SERVICES**

Services in addition to those described above are to be compensated on a Time and Materials basis per Design Workshop's current published rate schedule. Additional services will include (but are not limited to) redesign of previously approved work, major revisions to program and/or expansion of scope of services. Whenever practical, changes, additions, or modifications to the scope of services shall be authorized by written change request; however, the absence of such a written change order shall not act as a bar to payment of fees due Design Workshop, provided the change was in fact approved and ordered by the Client.

3. **TAXES (For Canada, UAE and other states and countries that may apply)**

Any taxes or fees, (local, state or federal), based on gross receipts or revenues will be added to amounts due under this contract.

PAYMENT TERMS

1. This is a lump sum contract and will be billed monthly as a percentage completed for each phase of the work.
2. Invoices will be mailed from Design Workshop's office by the 10th of each month. Invoices are payable within 30 days of the date of billing. Invoicing shall be specific to each major task and will describe the completed portion of the services.
3. Extensive itemized breakdowns of hourly activities or provision of detailed backup for reimbursed expenses for accounting purposes are not a normal procedure; however, at the Client's request, Design Workshop will provide this service at an hourly rate of \$65 (sixty-five dollars) per hour.

ACCEPTANCE

1. This Agreement is entered into between Design Workshop, Inc. and (insert name of client), owner or reputed owner of the property to be benefited by Design Workshop's services.
2. If this contract meets with your approval, please sign below and return one (1) copy for our file.
3. If this agreement is not accepted within two (2) months from the date of receipt, the offer to perform the described services may be withdrawn and Design Workshop may renegotiate this proposal.
4. The Client agrees that they have read and understood the Contract Provisions attached hereto and incorporated herein by reference.

Proposal for Downtown Galveston Pedestrian Study
Galveston, Texas
Exhibit 'A'
11/26/2018

DESIGN WORKSHOP, INC.

By: Amy Harbert

Date: 11/26/2018

Title: Principal

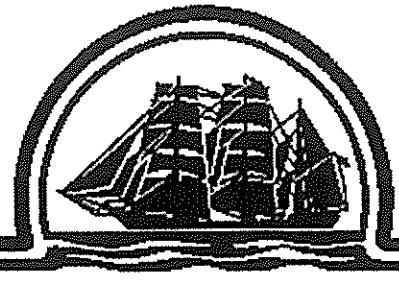
APPROVED BY CLIENT:

By: _____

Date: _____

Title: _____

City of Galveston



Public Works Department

P.O. Box 779 / Galveston, Texas 77553

Date: December 4, 2018

To: Brian Maxwell, City Manager
Honorable Mayor and City Council

From: Kyle D. Hockersmith, P.E.
Director of Public Works

Subject: Consider for approval a Contract for Construction Services to Pfeiffer & Son, LTD, Bid 19-002, for traffic signal construction/repair services within the City of Galveston, for a period of three (3) years with the option to extend for up to two (2) additional years in one (1) year intervals.

I. BACKGROUND:

1. The Public Works Traffic Division is responsible for the maintenance and repairs to the traffic signal systems within the city limits.
2. From time to time, repairs to traffic signals are required due to vehicle related damages or weather related events.

II. CURRENT SITUATION:

1. The Public Works Traffic Division does not currently have an annual contract in place for the repairs of traffic signal hardware and equipment.
2. Due to the safety concerns of traffic signal damages, the Traffic Division has a need for rapid response to traffic signal repairs.

III. ISSUES

1. Several times per year, the traffic division is required to repair damages to traffic signal hardware and equipment due to vehicle and weather related damages.
2. It is necessary that the Traffic Division be capable to respond in a timely manner for most traffic signal repairs due to the level of safety involved.
3. The Traffic Division requires that an annual contract be put into action for the purpose of timely repairs to traffic signal hardware and equipment.

IV. ALTERNATIVES:

- A. The approval of Annual Contract for Construction Services to Pfeiffer & Son, LTD, Bid 19-002, for construction services in connection with traffic signal construction/repair services within the City of Galveston.
- B. The disapproval of Annual Contract for Construction Services to Pfeiffer & Son, LTD, Bid 19-002, for construction services in connection with traffic signal construction/repair services within the City of Galveston.

V. RECOMMENDATIONS:

APPROVAL: The approval of Annual Contract for Construction Services to Pfeiffer & Son, LTD, Bid 19-002, for construction services in connection with traffic signal construction/repair services within the City of Galveston.

I. FISCAL IMPACT REPORT:

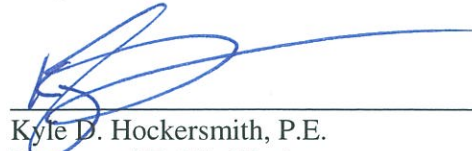
Requested by:

Kyle D. Hockersmith, P.E.
Director of Public Works

Funding Source:

Public Works General Operations Account

Respectfully Submitted,

A handwritten signature in blue ink, appearing to be "KH", is written over a horizontal line.

Kyle D. Hockersmith, P.E.
Director of Public Works

Forwarded for Approval,

A handwritten signature in blue ink, appearing to be "BC", is written over a horizontal line.

Brandon Cook
Assistant City Manager

CONTRACT FOR CONSTRUCTION SERVICES**Traffic Signal Construction/Repair Services**

This Contract (the "Contract") is made and entered into this 3rd day of December, 2018, by and between the City of Galveston (the "City"), a Texas home-rule municipality, and **Pfeiffer & Son, Ltd.**, Company, located at **116 N. 16th Street, La Porte, Texas 77571.**

WHEREAS, the City of Galveston desires to obtain construction services in connection with traffic signal construction/repair services within the City of Galveston ("City") and Pfeiffer & Son, Ltd. ("Company") desires to provide such services; and

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein, and that documents, attached and incorporated for all purposes; Exhibit A identified as the proposal from Company for the following services:

Traffic Signal Construction/Repair Services**Bid 19-002**

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

1. **SCOPE OF SERVICES**: Company will provide supplies and services (the "Work") to the City in connection with the Project, such Work more specifically described in Exhibit A, attached and fully incorporated for all intents and purposes.
2. **STANDARD OF CARE**: The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
3. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.
4. **CHANGES**: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
5. **TERM**: Contract shall be effective upon execution by the City of Galveston for a period of three (3) years unless sooner terminated under the terms set forth herein. It is agreed that City will have the option to extend the contract for up to two (2) additional years in one (1) year intervals. To exercise this option, the City shall serve notice a minimum 30 days prior to contract termination. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard or acceptable to the City.
6. **ACCESS TO INFORMATION**: It is agreed that all information, data, reports and records and maps as are existing, available, and necessary for the carrying out of the work shall be furnished to Company by the City and its agencies. The City and its agencies will cooperate with Company in every way possible to facilitate the performance of the work described in the contract.

7. SCHEDULE AND DELIVERABLES: Company will perform the Work in accordance with the schedules/timetables described in greater detail in the attached Exhibit A. All of Company's reports and data will be submitted to the City in electronic format, using Microsoft Word, Excel, Access, and/or other computer software applications, as specified in Exhibit A.

8. APPROPRIATIONS: The obligations of the City to make payment under this Contract are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.

9. FINAL COMPLETION AND ACCEPTANCE: Within thirty one (31) days after the Company has given the City's Representative written notice that the work has been completed, or substantially completed, the City's Representative and the City shall inspect the work. If

(a) the work is found completed or substantially completed in accordance with the contract documents, and

(b) the Company has provided the City's Representative a set of "as built" drawings, the City's Representative shall issue to the City and Company a certificate of completion. The work shall not be considered "completed" until such time as the certificate has been issued and no certificate shall be issued until the City has been given "as-built" drawings of the project by Company.

Substantial Compliance will be defined as the stage in the progress of the Work where the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work for its intended use.

10. ABANDONMENT BY COMPANY: In case the Company should abandon and fail or refuse to resume work within ten (10) days after written notification from the City or the City's Representative, or if the Company fails to comply with the orders of the City's Representative, when such orders are consistent with this contract, the City shall notify the Surety on the bond, in writing. The City shall direct the Surety to complete the work and a copy of said notice shall be delivered to the Company.

After receiving a copy of City's notice to the Surety, the Company shall not remove from the job site any machinery, equipment, tools, materials, or supplies, for use on the job, by the City, the Surety of the Company, or another Contractor, for completion of the work. The Company shall not receive any rental or credit for such use. Company agrees and understands that the use of such equipment and materials will ultimately reduce the cost to complete the work and shall be reflected in the final settlement.

In case the Surety should fail to commence compliance with City's notice for completion, within ten (10) days after receipt of such notice, the City may provide for completion of the work in either of the following manners:

- (a) The City may employ such force of workers, use of machinery, equipment, tools, materials and supplies as City may deem necessary to complete the work. City may charge the expense of such labor, machinery, equipment, tools, materials and supplies to Company, and the expense so charged shall be deducted and paid by the City out of monies as may be due, or that may become due to the Company under and by virtue of this agreement. If such expense is less than the sum which would have been payable to Company under this contract, if the same had been

- completed by the Company, then City shall pay the difference to the Company. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by the Company, then the Company or the Company's Surety shall pay the amount of such excess to the City; or
- (b) The City, under sealed bids, after notice published as required by law, at least twice in a newspaper having a general circulation in the County of location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case of any increase in cost to the City under the new contract, as compared to what would have been the cost under this contract, such increase shall be charged to the Company and the Surety shall be and remain bound therefore. However, should the cost to complete any such new contract prove to be less than that which would have been the cost to complete the work under this contract, the Company and Company's Surety shall be credited with the difference between the new contract and this contract.

When the work has been completed or substantially completed, the Company and Surety shall be so notified and a certificate of completion issued, as provided in paragraph 10.

A complete itemized statement of the contract accounts, certified to by the City's Representative as being correct shall be prepared and delivered to Company and Company's Surety. Upon delivery to the Company or Company's Surety, the Company or Surety shall pay the balance due, if any, as reflected by the statement, within thirty (30) days after the date of certificates of completion. Company and Surety shall be held jointly and severally liable for any balance due.

In the event the statement of accounts shows that the cost to complete the work is less than the cost to the City had the work been completed by the Company under the terms of this contract, or when the Company and Surety shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be released to the Company and/or its Surety. Should the cost to complete the work exceed the contract price, and amount due the City within the time designated, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, City shall mail notice of amounts due, together with an itemized list of such equipment and materials to the Company and its Surety. After mailing such notice, such property shall be held at the risk of the Company and its Surety, subject only to the duty of the City to exercise ordinary care to protect such property.

After fifteen (15) days from the date of receipt of notice, the City may sell all machinery, equipment, tools, materials or supplies and apply the proceeds, less costs and expense of the sale to the credit of the Company and its Surety. Such sale may be made at either public or private sale, with or without notice, as the City may elect. The City shall release any machinery, equipment, tools, materials or supplies which remain on the job site that belong to persons other than the Company or its Surety, to their lawful owners.

11. ABANDONMENT BY CITY: If the City shall fail to comply with the terms of this contract and refuses to comply with such terms within thirty (30) days after the receipt of written notification of failure from the Company, the Company may suspend or wholly abandon the work,

and may remove all of its machinery, tools and equipment and all other materials on the ground for which the Company used for the work.

The City's Representative shall make an estimate of the total amount earned by the Company, which estimate shall include the value of all work actually completed by said Company, at the prices stated in the attached proposal, the value of all partially completed work, at fair and equitable price, and the amount of all authorized Extra Work performed at the prices agreed upon or as provided for by the terms of this contract, and a reasonable sum to cover the cost of any provisions made by the Company to complete the work, and which cannot be utilized. The City's Representative shall then make a final statement of the balance due the Company by deducting from the above estimate all previous payments by the City and all other sums that may be retained by the City under the terms of this Agreement. City's Representative shall certify the final statement to the City who shall pay to the Company on or before thirty (30) days after the date of City's receipt of certification, the balance shown by the final statement. In no event shall City owe more than the amount authorized by City Council.

12. COMPENSATION: The City shall compensate Company for the Work at the agreed upon prices supplied to the City of Galveston, detailed in *Exhibit A*. City shall compensate Company only for units supplied to the City. Company will furnish an invoice to the City detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at 116 N. 16th Street, La Porte, Texas 77571. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in *Exhibit A*, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

15. DEFECTS AND THEIR REMEDIES: It is further agreed that if any part of the work or any material brought on the site for use in the work, is deemed by the City or City's Representative as unsuitable or not in conformity with plans, specifications, and contract documents, the Company shall, after receipt of written notice from the City's Representative, immediately remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract. It is further agreed that any remedial action shall be at Company's expense. No final payment shall be made to Company until that remedial action takes place.

16. INSURANCE REQUIREMENTS: Company shall provide all required City of Galveston certificates of coverage and all renewals throughout the duration of the Project. For each policy except Workers' Compensation protection, Company shall name the City as an additional insured and shall provide that the policy require the insurance carrier to notify the City a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are listed below.

Required Insurance:

- a. Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:
 - \$2,000,000 general liability (includes products and personal, etc.)
 - \$1,000,000 fire damage
 - \$1,000,000 automobile damage
 - \$500,000 workers compensation employers' liability
 - Statutory limits for workers compensation
- Insurance coverage shall be on an "occurrence basis"

13. **TERMINATION:** This Contract shall terminate automatically upon completion of the Work by Company. This Contract may be terminated prior to completion of the Work by either party upon 30 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, City shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination, and Company shall turn over to the City all documents, information, and Work produced to said date relating to the Project. Notwithstanding the above, Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Company or its subordinates and the City may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due the City from Company is determined.

14. **FORCE MAJEURE:** No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

15. **INDEMNIFICATION. FOR CONSIDERATION RECEIVED,** Company shall, to the extent allowable, indemnify, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the city. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

16. **REPORTS AND INFORMATION:** Company, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

17. INDEPENDENT CONTRACTORS: The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

18. SUBCONTRACTOR: The term "Subcontractor", includes only those having a direct contract with the Company for performance of work on the project contemplated by these documents. Company shall submit the names and addresses of all proposed subcontractors to the City. Subcontractors may be disqualified by City for the same reason that a Contractor may be disqualified. City shall have no responsibility to any Subcontractor employed by Company for performance of work on the project contemplated by these contract documents, but Subcontractors will look exclusively to Company for any payments due to the Subcontractor.

19. PERMITS: Company shall obtain all necessary permits for completing the project at no costs to the City. All permits shall be visibly posted on the project site. All permits associated with the project shall be sole responsibility of Company.

20. ADJACENT STRUCTURES: Adjacent structures damaged by Company's work on the project must be satisfactorily restored to the City and to the owner of the adjacent structure at Company's cost and at no expense to the City.

21. PROTECTION OF PERSONS AND PROPERTY: Company is responsible for providing protection of persons and property, including safe working conditions throughout the progress of the project.

22. SANITATION: Necessary sanitary conveniences for the use of laborers on the work site, properly screened from public observation, shall be provided, constructed and maintained by the Company in such manner and at such points as shall be approved by the City's Representative. Company shall strictly enforce use of sanitary conveniences. The Company shall at all times keep the premises free from accumulations of debris and at the completion of the work, shall remove all such debris and all tools, scaffolding and surplus materials and shall leave the worksite clean. The work shall be left in good order and condition. In case of dispute or should Company fail to clean the premises, City may remove the debris and charge the cost to the Company.

23. ASSIGNMENT: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

24. CONSTRUCTION: In the event that any provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, and the remaining provisions shall be affected thereby to the least extent possible.

24. NO WAIVER: The failure of any party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Contract.

25. ENTIRE AGREEMENT: This Contract incorporates all provisions of the attached proposal for Traffic Signal Construction/Repair Services within the City of Galveston, Texas in *Exhibit A* constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract. The contractor, by signing this agreement, acknowledges the City of Galveston is entering into this contract in its governmental capacity, and not a proprietary capacity.

26. SEVERABILITY CLAUSE: The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions 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 these conditions.

27. ATTORNEY'S FEES: In the event there is a dispute concerning this Contract, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

28. APPLICABLE LAW, VENUE, AND JURISDICTION: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.

29. COPYRIGHT: No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of Company.

30. NOTICES: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Suite 203
P. O. Box 779
Galveston, Texas 77553

Pfeiffer & Son, Ltd.
116 N. 16th Street
La Porte, Texas 77571

(The remainder of this page left intentionally blank.)

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

Pfeiffer & Son, Ltd.

By: _____
Brian Maxwell, City Manager

By: Charles L. Pfeiffer
Charles L. Pfeiffer, Principal

ATTEST:

Janelle Williams, City Secretary

APPROVED AS TO FORM

City Attorney

BY EXECUTION OF THIS AGREEMENT, Company ACKNOWLEDGES RECEIPT OF
A COPY OF THIS CONTRACT.

THE STATE OF TEXAS §
 §
Harris COUNTY §

On this day, BEFORE ME, the undersigned, personally appeared Charles L. Pfeiffer of **Pfeiffer & Son, Ltd.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3rd day of December, 2018.

Tammy R. Hall
Notary Public in and for
The State of Texas

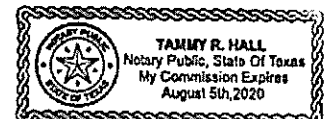


Exhibit A

PFEIFFER & SON, LTD.
Electrical & Telecommunication Contractors

City of Galveston

Traffic Signal Construction/Repair Services

10:00 AM- Tuesday, November 20, 2018

Reference Number: 19-002

PHONE: (281) 471-4222 * FAX: (281) 471-6856
P.O. BOX 1116 * 116 N. 16TH STREET
LA PORTE, TEXAS 77572
Regulated by the Texas Department of Licensing and Regulation
PO Box 12157; Austin, TX 78711; (800)803-9202; (512)463-6599
www.license.state.tx.us
Adopted Administrative Rules: 73.51(e) Electrical Contractors Responsibilities

PFEIFFER & SON, LTD.

Electrical & Telecommunication Contractors

REQUIRED FORMS

PHONE: (281) 471-4222 * FAX: (281) 471-6856

P.O. BOX 1116 * 116 N. 16TH STREET

LA PORTE, TEXAS 77572

Regulated by the Texas Department of Licensing and Regulation
PO Box 12157; Austin, TX 78711; (800)803-9202; (512)463-6599
www.license.state.tx.us

Adopted Administrative Rules: 73.51(c) Electrical Contractors Responsibilities

are exhausted, the contractor's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.

M. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Galveston for cause:

- i) The successful bidder fails to perform in accordance with the provisions of these specifications; or
- ii) The successful bidder violates any of the provisions of these specifications; or
- iii) The successful bidder disregards laws or regulations of any public body having jurisdiction; or
- iv) The successful bidder transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.
- v) If one or more of the events identified in Subparagraphs G i) through iv) occurs, the City of Galveston may, terminate the contract by giving the successful bidder seven (7) days written notice of such termination. In such case, the successful bidder shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful bidder shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
- vi) When the contract has been so terminated by the City of Galveston, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.

J. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed prior to termination; to the extent said services are satisfactory.

8. Pursuant to Sec. 2-341 of the City Code – Declaration of Policy

- A. It is the policy of the City of Galveston to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all City of Galveston contracts. The purpose and objectives of this article are to:
 - i. Increase the capacity of local M/WBE's to provide products and services.
 - ii. Increase the opportunities for local M/WBE's to expand their business with the city and other public and private sector business entities.
- B. Provided, however, nothing herein shall require the city to award contracts for services or procurements to a M/WBE which is not also the lowest responsive and responsible bidder and otherwise qualified unless the city may otherwise lawfully award the contract to someone other than the lowest responsive, responsible bidder.
- C. Additionally The City of Galveston has a Disadvantaged Business Enterprise, (DBE) program mandated by the US Department of Transportation, which is part of its M/WBE program.

Appendix A – Bid Document

Submittal Checklist: (To determine validity of bid)

- ✓ Appendix A (pages _9_ through _18_) must be included in the bid submittal.
- ✓ Appendix B – G (pages _20_ through _26_) all forms must be complete and included in the bid submittal.
- ✓ Appendix J (pages _29_ through _50_) must be included in the bid submittal.

All bids submitted to the City of Galveston shall include this page with the submitted Bid.			
ITB Number:	Bid # 19-002		
Project Title:	Traffic Signal Construction/Repair Services		
Submittal Deadline:	Tuesday, November 20, 2018 @ 10:00 a.m. CST		
Submit in person: City of Galveston Purchasing Dept., 823 Rosenberg St., Room 306, Galveston, Texas 77550 or by mail: City of Galveston Purchasing Dept., PO Box 779, Galveston, Texas 77553			
Bidder Information:			
Bidder's Legal Name:	Pfeiffer & Son, Ltd		
Address:	116 N 16th Street		
City, State & Zip	La Porte, TX 77571		
Federal Employers Identification Number #	74-1462167		
Phone Number:	281-471-4222	Fax Number:	281-471-6856
E-Mail Address:	charlie@pfeifferandson.com		
Bidder Authorization			
I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into a contract on behalf of the Bidder. Printed Name and Position of Authorized Representative: <u>CHARLES L. PFEIFFER</u> MANAGER OF PFEIFFER & SON, LTD. Signature of Authorized Representative: <u>Charles L. Pfeiffer</u> GENERAL PARTNER OF PAS, LTD. Signed this <u>19th</u> (day) of <u>November</u> (month), <u>2018</u> (year)			

I learned of this Invitation to Bid by the following means:

- | | |
|--|--|
| ☐ Newspaper Advertisement | ☒ City E-mail Notification |
| ☐ Galveston Website | ☐ Cold Call to City |
| ☐ Mailed Me a Copy | ☐ Other |

Appendix A – Bid Document (continued)

I. REQUIRED BID INFORMATION. IN ORDER FOR A BID TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, BIDDER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION

1. Proposed Products and/or Services

- A. Product or Service Description: Bidders should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix J. Promotional literature, brochures, or other technical information may be used.
- B. Additional Hardware Descriptions: Bidders should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.
- C. Material Safety Data Sheets (MSDS): If applicable, the successful Bidder shall provide the City with applicable MSDS documentation as required by applicable laws and regulations.
- D. Guarantees and Warranties: Each Bidder shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Bidder with the Bid submitted.
- E. Project Schedule/Delivery Date: Bidder must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the ITB. The Bid Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.
- F. Certain Construction and Installation Projects: Texas Government Code 2252 – Subchapter F – Section 2252.201, 2252.202, and 2252.203. A contract between the vendor and the City of Galveston must comply with the statutes above regarding the purchase of iron or steel products. Any iron or steel product produced through a manufacturing process and used in a project shall be produced in the United States. By signing Appendix A, vendor attests that the material provided is manufactured in the United States. A contract found non-compliant is subject to immediate termination by the City of Galveston.

2. Cost of Proposed Products and/or Services

- A. Pricing: Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Schedule of Pricing: Bidder shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format:

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
			\$	\$
			\$	\$
			\$	\$
		TOTAL ALL LINE ITEMS	\$	\$

3. Bidder's Experience / Staff

- A. Project Team: Identify all members of the Bidder's team (including both team members and management) who will be providing any services proposed and include information which details their experience.
- B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.
- C. Business Establishment: State the number of years the Bidder's business has been established and operating. If Bidder's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years' experience the business has: 56; and the number of employees: 139.

- D. Project Related Experience: All Bids must include detailed information that details the Bidder's experience and expertise in providing the requested services that demonstrates the Bidder's ability to logically plan and complete the requested project.

4. References

Bidder shall provide three (3) references where Bidder has performed similar to or the same types of services as described herein. Bidder shall provide references not affiliated with the City of Galveston, or any of its employees.

Reference #1:

Client / Company Name: Craig & Heidt, Inc.	
Contact Name: Joe Craig	Contact Title: Project Manager
Phone: 832-360-0084	Email: joe@craig-heidt.com
Date and Scope of Services Provided: 3/8/2018 - Traffic Signal Work for Lyondell Basell Facility - 8280 Sheldon Rd, Channelview, TX	

Reference #2:

Client / Company Name: Aldi Tx LLC	
Contact Name: Alfonso Perez	Contact Title: Construction Manager
Phone: 832-945-6500	Email:
Date and Scope of Services Provided: 8/8/2017 - Traffic Signal Installation for Aldi Store #73 - West Road Houston	

Reference #3:

Client / Company Name: Harper Brothers	
Contact Name: Corey Garnett	Contact Title: Sr. Project Manager
Phone: 713-893-4593	Email:
Date and Scope of Services Provided: 11/2/2017 - Independence Park lighting and electrical Phase I	

5. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This bid ___ (does) ☒ (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

6. Federal, State and/or Local Identification Information

- A. Centralized Master Bidders List registration number: _____.
- B. Prime contractor HUB / MWBE registration number: _____.
- C. An individual Bidder acting as a sole proprietor must also enter the Bidder's Social Security Number: # _____ - _____ - _____.
- D. Dun and Bradstreet Number - Data Universal Numbering System (DUNS):
02 673 0812.
- E. All vendors contracting with the City of Galveston are required to register, or have an active registration with the System for Award Management (SAM.gov). Registration is free. The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds. Registration must be completed prior to contract award by City Council. Registering online is accomplished on the SAM website here: <https://www.sam.gov/portal/SAM/#11#1>.

7. Cooperative Governmental Purchasing Notice

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this ITB from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

☐ Yes, Others can purchase purchase.

☒ No, Only the City can

8. **Term of Contract and Option to Extend:** Any contract resulting from this ITB shall be effective for three (3) years upon execution by the City of Galveston. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

- A. Option Clause: It is agreed that City will have the option to extend the contract for up to two (2) additional years, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
- B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

Vendors shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

- C. Price Increases Upon Extension: If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be two percent (2%) per year. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor's rates. City cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation. The escalation time frame will be determined by the City's Fiscal Year which begins in October and ends the following September. (example: FY 2017 October 1, 2016 – September 30, 2017)

FIRST ADDITIONAL YEAR (FY 2023) ESCALATION 2 %

SECOND ADDITIONAL YEAR (FY 2024) ESCALATION..... 2 %

9. **Emergency Business Services Contact Notice**

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **purchasing@galvestontx.gov**.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Galveston procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: Pfeiffer & Son, Ltd

Contract #: _____

Description: Phones are monitored 24 hours a day by company personnel

Primary Contact (Name): _____

Primary Contact Phone Numbers: Home: 281-471-4222 Cell: _____

Secondary Contact (Name): _____

Secondary Contact Phone Numbers: Home: _____ Cell: _____

After Hours emergency opening fee, if applicable: \$ _____

II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE BIDDER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED BID, ANY CONTRACT RESULTING FROM THIS ITB WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH BIDDER HEREBY ACKNOWLEDGES, AND TO WHICH BIDDER AGREES BY SUBMITTING A BID.

1. Delivery of Products and/or Services

- A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: accountspayable@galvestontx.gov. See Appendix I for ACH Payment Information, if you elect to receive your payments according to Appendix I, fill out the form and return with your documents.
- B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Bid, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. Late Delivery or Performance: If Bidder fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Bidder, who agrees to pay such costs within ten days of invoice.

- D. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Bidder. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Bidder at no additional cost to the City.
- E. Excess or Incorrect Commodities: Products or materials delivered in error or in excess of the quantity ordered shall be returned at the successful Bidder's expense, unless otherwise agreed to in writing by the City.
- F. Title to Goods and Risk of Loss: For goods to be provided by Bidders hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.
- G. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Force Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.
- H. Liquidated Damages: The parties agree that, if the Project is not completed within the time specified plus any extensions of time allowed pursuant thereto, the actual damages sustained by the Owner because of any such delay will be uncertain and difficult of ascertainment, and that the reasonable foreseeable value of the use of said project by the Owner would be the sum of \$250.00 per calendar day. The Contractor therefore agrees to pay, and the Owner agrees to accept, as liquidated damages and not as a penalty, the sum of \$250.00 per calendar pay for each day's delay in fully completing said project beyond the time specified in the Contract and any extensions of such time allowed there under.
- I. Change Orders: per Texas Local Government Code Sec. 252.048. CHANGE ORDERS. (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.
- (b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.
- (c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.
- (c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of \$100,000 or less, or a lesser

amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.

(d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

2. Miscellaneous

- A. Independent Contractor: Bidder agrees that Bidder and Bidder's employees and agents have no employer-employee relationship with City. Bidder agrees that if Bidder is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. Assignments: The rights and duties awarded the successful Bidder shall not be assigned to another without the written consent of the Purchasing Supervisor. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Liens: Bidder shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Bidder or Bidder's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. Gratuities / Bribes: Bidder certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative, to any City officer, employee or elected representative, with respect to this ITB or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- E. Financial Participation: Bidder certifies that it has not received compensation from the City to participate in preparing the specifications or ITB on which the Bid is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Bidder certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Authority to Submit Bid and Enter Contract: The person signing on behalf of Bidder certifies that the signer has authority to submit the Bid on behalf of the Bidder and to bind the Bidder to any resulting contract.
- H. Authority to Enter Contract – City: The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include "approved as to form" and be signed by the City Attorney before the City Manager will execute the contract. Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to

review by the City's Legal Department prior to being signed by the City Manager, (City's authorized representative).

- I. Compliance with Applicable Law: Bidder agrees that the contract will be subject to, and Bidder will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.
- J. Non-Discrimination: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. In the event the contractor violates this non-discrimination clause, such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin.

3. **Financial Responsibility Provisions**

- A. Insurance: The Bidder, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Services, Appendix J) as City may require, naming the City of Galveston as the additional insured:
 - i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
 - ii. Commercial General Liability insurance for at least One Million Dollars (\$1,000,000) on a per occurrence basis, with a Two Million (\$2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;
 - iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;
 - iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Services.

Insurance coverage shall be on an "occurrence basis"

- B. Indemnification: In Accordance with State Law, the contractor agrees to indemnify, save, and hold harmless the City of Galveston, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgements, or liabilities, for personal injury, death, or property damage resulting from the acts or omissions of anyone under the contractor's supervision or control.

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer's family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages

in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4A and 4B development corporations;
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Galveston who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a "Conflict of Interest Questionnaire" (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. *The Finance Department is required by law to post the statements on the City's website.*

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

**OFFICE
USE
ONLY**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

Date
Received

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1. Name of person who has a business relationship with local governmental entity.

N/A

2. ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
☐ Yes ☐ No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
☐ Yes ☐ No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
☐ Yes ☐ No
- D. Describe each employment or business relationship with the local government officer named in this section.

4. *Charles R. [Signature]*
Signature of person doing business with the governmental entity

Date

11/19/2018

Adopted 06-29-2007

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix C - House Bill 89 Verification

I, Charles Pfeiffer (Person name), the undersigned representative of (Company or Business Name) Pfeiffer & Son, Ltd (hereinafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

- a. Does not boycott Israel currently; and
- b. Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Galveston, Texas.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

November 19, 2018
DATE

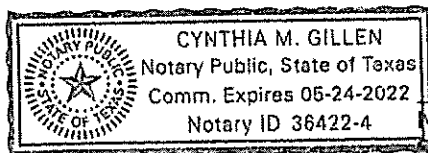

SIGNATURE OF COMPANY REPRESENTATIVE

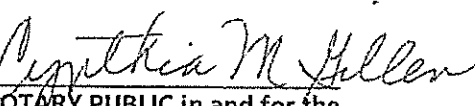
STATE OF Texas §
COUNTY OF Harris §

On this day, BEFORE ME, the undersigned, personally appeared Charles L. Pfeiffer, the Manager of CL Pfeiffer LLC of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19 day of Nov., 2018.

[SEAL]




NOTARY PUBLIC in and for the
State of Texas

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

Appendix D – Property Tax Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
"NON-RESPONSIVE."**

The City of Galveston, Texas has adopted the following policy:

The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

 x I do not owe the City property taxes that are delinquent.

_____ I owe City property taxes that are delinquent on property located at _____

Charles L. Pfeiffer

Bidder's Printed or Typed Name

Bidder's Signature

November 19, 2018

Date

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

Appendix E – Nepotism Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
"NON-RESPONSIVE."**

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Bidder or Proposer is an individual:

_____ I am not related by blood or marriage to any official or employee of the
City of Galveston

_____ I am related by blood or marriage to the following official(s) or employee(s)
of the City of Galveston

Name and title of City Official

Or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

 X The officers of the company submitting this bid or proposal are not related by
blood or marriage to any official or employee of the City of Galveston. 

_____ The officers of the company submitting this bid are related by blood or marriage to the
following official(s) or employee(s) of the City of Galveston.

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix F – Non-Collusion Statement

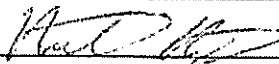
THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID IN COLLUSION WITH ANY OTHER BIDDER, AND THAT THE CONTENTS OF THIS BID AS TO PRICES, TERMS OR CONDITIONS OF SAID BID HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID.

VENDOR Pfeiffer & Son, Ltd

ADDRESS 116 N 16th Street, La Porte, TX 77571

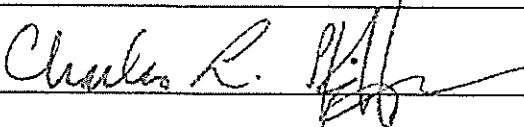
PHONE 281-471-4222

FAX 281-471-6856

BIDDER (SIGNATURE) 

BIDDER (PRINTED NAME) Nicholas Riley

POSITION WITH COMPANY Estimator

SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS BID 

COMPANY OFFICIAL
(PRINTED NAME) Charles L. Pfeiffer

OFFICIAL POSITION Manager of CL Pfeiffer LLC/General Partner of Pfeiffer & Son, Ltd

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

Appendix G – Document 00435
The City of Galveston, Texas

**DOCUMENT 00435, REQUIRED BY ALL BIDDERS WHO WILL RECEIVE FEDERAL FUNDS IN
PAYMENT OF PROCUREMENT.**

**BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION (49 CFR PART 29)**

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

Charles L. Pfeiffer

(Printed or typed Name of Signatory)

(Signature)

November 19, 2018

(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix I – ACH Form continued



City of Galveston

ACH Payment Agreement Form

Authorization Agreement

I hereby authorize the City of Galveston to initiate ACH deposits to my account at the financial institution named below.

Further, I agree not to hold the City of Galveston responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until the City of Galveston receives a written notice of cancellation from me or my financial institution, or until I submit a new ACH Payment form to the City of Galveston Finance Department. You may keep this form to submit with your first invoice.

Account Information

Name of Financial Institution: Amegy Bank
Financial Institute Address: 1401 Fairmont Pkwy, La Porte, TX 77571
Routing Number: 113011258
Account Number: 0003324990
SWIFT Code: (if applicable) _____

Signature

Company Name: Pfeiffer & Son, Ltd

Authorized Signature: _____

Date: 11/19/15

THIS FORM IS OPTIONAL; IT CAN BE RETURNED WITH INVOICE IF AWARDED THE CONTRACT.

PFEIFFER & SON, LTD.

Electrical & Telecommunication Contractors

BID BOND

PHONE: (281) 471-4222 * FAX: (281) 471-6856

P.O. BOX 1116 * 116 N. 16TH STREET

LA PORTE, TEXAS 77572

Regulated by the Texas Department of Licensing and Regulation
PO Box 12157; Austin, TX 78711; (800)803-9202; (512)463-6599
www.license.state.tx.us

Adopted Administrative Rules: 73.51(c) Electrical Contractors Responsibilities

BID BONDKNOW ALL BY THESE PRESENTS, That we, Pfeiffer & Son, Ltd.(hereinafter called the Principal), as Principal, and of La Porte, TXMerchants Bonding Company (Mutual)

(hereinafter called the Surety),

as Surety, are held and firmly bound unto City Of Galveston(hereinafter called the Obligor) in the penal sum of Five Percent of the Greatest Amount BidDollars (\$ 5% G.A.B.)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligor on a contract for

Traffic Signal Construction/Repair Services.

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligor for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 20th day of November, 2018

Witness

Pfeiffer & Son, Ltd.By: Charles L. Pfeiffer

Principal

Manager of C. Pfeiffer & Son, Ltd.General Partner

Title

Merchants Bonding Company (Mutual)By: Scott D. ChapmanScott D. Chapman, Attorney-in-Fact

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Bryan Lewis; Cheryl R Colson; Cynthia Haslam; Elaine Lewis; Jeanne M Buchan; Kevin McQuain; Malia E Mann; Misty Witt; Rosalyn D Hassell;
Scott D Chapman; Timothy J Maley

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 31st day of August, 2018.



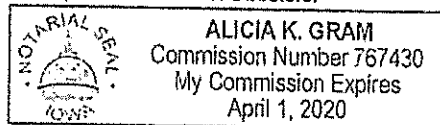
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 31st day of August, 2018, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram

Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 20 day of November, 2018.



William Warner Jr.
Secretary

MERCHANTS
BONDING COMPANY

MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
P.O. BOX 14498 • DES MOINES, IOWA 50306-3498 • (800) 678-8171 • (515) 243-3854 FAX

Please send all notices of claim on this bond to:

Merchants Bonding Company (Mutual) / Merchants National Bonding, Inc.

P.O. Box 14498

Des Moines, Iowa 50306-3498

(515) 243-8171

(800) 678-8171

Physical Address: 6700 Westown Parkway, West Des Moines, Iowa 50266

Appendix J – Scope of Services

1. **Project Title: Bid # 19-002 Traffic Signal Construction/Repair Services.**

2. **Scope of Services Contact**

Questions about the technical nature of the Scope of Services will be directed to the **Purchasing Department**, Phone. 409.797.3579, e-mail: purchasing@galvestontx.gov.

3. **Special Conditions**

This is a three year contract with the option for two, one-year renewals. Bonding will be based on the total projected value of the contract for three years. If the contract is renewed new payment and performance bonds will be required at the time of renewal, based on the projected value of the contract for the extension period.

Project budget per Fiscal Year: \$137,000.00.

Projected total value of contract, three year term: \$411,000.00.

A bid bond of 5% of the projected total value of the contract is required for this project. Performance and Payment Bonds are required at the time the contract is executed by the awarded vendor.

All copies, including media source, must be the same as the original proposal and include all documents, including correct pricing. Pricing on copies must be the same as the original proposal document, including the document on the media source. Failure to include the above may result in the disqualification of the submittal.

Proposals must be submitted in the following order: (bound copies should be spiral, comb, or binder clipped)

- A. Required Documents – Appendix A, Appendix B, Appendix C, Appendix D, Appendix E, Appendix F, Appendix G, Statement of Bidders' Qualifications, Bid Bond, and Acknowledgement of Addenda
- B. Cost Proposal/Pricing Sheets
- C. Qualifications and Experience

Failure to follow the above order may result in the disqualification of the submittal.

3. Special Conditions – continued

The following are required Federal Clauses that shall be returned with the Bid and are part of the contract documents herein.

**CITY OF GALVESTON BID # 19-002
SPECIAL PROVISIONS FOR PROCUREMENT
FEDERAL REQUIREMENTS**

CONTENTS

1. No Government Obligation to Third Parties
2. Program Fraud and False or Fraudulent Statements and Related Acts
3. Access to Records and Reports
4. Equal Employment Opportunity
5. Government-wide Debarment and Suspension (Nonprocurement)
6. Contract Work Hours and Safety Standards Act
7. Lobbying
8. Clean Air
9. Clean Water
10. Procurement of Recycled Materials
11. Department of Homeland Security Logo, Seal, and Flags
12. Compliance with Federal Law, Regulations, and Executive Orders

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Charels L. Pfeiffer

(printed name of signatory)

Charles L. Pfeiffer 11/19/18

(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.**

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
31 U.S.C. 3801 et seq.

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., "Administrative Remedies for False Claims and Statements," apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

Charles L. Pfeiffer

(printed name of signatory)

Charles L. Pfeiffer 11/19/18

(signature and date)

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THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.**

3. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

Charles L. Pfeiffer

(printed name of signatory)

Charles L. Pfeiffer 11/19/18

(signature and date)

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THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.**

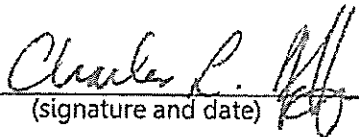
4. EQUAL EMPLOYMENT OPPORTUNITY
29 CFR Part 1630, 41 CFR Parts 60 et seq.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Charles L. Pfeiffer
(printed name of signatory)

 12/29/18
(signature and date)

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THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.**

5. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT

By signing and submitting its bid or proposal, the bidder or proposer agrees to comply with the following:

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Charles L. Pfeiffer

(printed name of signatory)

Charles L. Pfeiffer 11/19/18

(signature and date)

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THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.**

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

29 CFR § 5.5(b)

- (1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) **Withholding for unpaid wages and liquidated damages** - The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) **Subcontracts** - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Charles L. Pfeiffer

(printed name of signatory)

Charles L. Pfeiffer 11/19/18

(signature and date)

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THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.**

7. LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Pfeiffer & Son, Ltd, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq* apply to this certification and disclosure, if any.

Executed this 19th day of November, 2018

By Charles L. Pfeiffer
Signature of Bidder/Contractor /Subcontractor's Authorized Official

Charles L. Pfeiffer
Printed Name of Bidder/Contractor /Subcontractor's Authorized Official

Manager of CL Pfeiffer LLC/General Partner of Pfeiffer & Son, Ltd
Title of Authorized Official

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THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.**

8. CLEAN AIR
42 U.S.C. § 7401 et seq.

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Charles L. Pfeiffer

(printed name of signatory)

Charles L. Pfeiffer

(signature and date)

9. CLEAN WATER REQUIREMENTS
33 U.S.C. 1251 et seq.

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Charles L. Pfeiffer

(printed name of signatory)

Charles L. Pfeiffer

(signature and date)

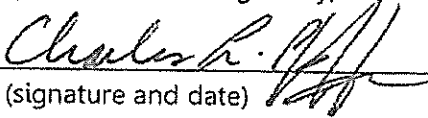
**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
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**10. PROCUREMENT OF
RECOVERED MATERIALS
42 U.S.C. 6962**

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Charles L. Pfeiffer

(printed name of signatory)



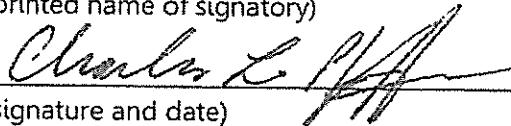
(signature and date)

11. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

Charles L. Pfeiffer

(printed name of signatory)



(signature and date)

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12. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Charles L. Pfeiffer

(printed name of signatory)

Charles L. Pfeiffer

(signature and date)

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4. **Bid Evaluation Factors**

Factor
Price
Vendor Past Performance
Qualifications
Meets Specifications

5. **Brand Manufacture Reference**

The City has determined that any manufacturer's brand defined in the Scope of Services meets the City's product and support need. The manufacturer's reference is not intended to be restrictive, and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Bid is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

6. **Key Events Schedule**

Bid Release Date	October 23, 2018
Deadline for Submittal of Written Questions	November 12, 2018 @ 2:00 p.m. CST
Sealed Bids Due to and Opened by City	November 20, 2018 @ 10:00 a.m. CST
Anticipated Committee Evaluation Review Date	November, 2018
Anticipated Award Date	December, 2018

7. Scope of Services

TRAFFIC SIGNAL CONSTRUCTION/REPAIR SERVICES SPECIFICATIONS

SCOPE OF WORK - GENERAL

In general, the scope of this contract shall be to furnish and install traffic control signals and devices as per the attached specifications.

The work to be done under this contract includes but is not limited to; the providing of all labor, materials, supervision, equipment, services, incidentals, and related items necessary to complete the work in accordance with this specification and scope of work.

LOCATION OF WORK AND EXISTING CONDITIONS

The work sites are located within Galveston Island and the City of Galveston, Texas.

REQUIREMENTS

Verifiable and similar past experience with municipality traffic signal systems.

Qualified technician with direct experience in the above system. Personnel should have the ability to troubleshoot and diagnose problems.

Ability to provide an on-going annual maintenance schedule.

Reliable 24/7 means of communication with Police Dispatch and Public Works personnel.

Ability to respond to a service call within two hours or prior agreed upon response time based upon conditions of the occurrence requiring the service call (not to exceed 24-hrs).

Working knowledge of the Texas Manual of Uniform Traffic Control Devices (TMUTCD).

Provide all required tools and equipment necessary to perform work (i.e. boom/bucket truck), either owned or ability to rent.

SERVICES NEEDED

There shall be no action under this contract except by request from the City. Contractor shall provide a written scope and fee for the entire project for approval by the City prior to conducting any work under this contract.

Construction of new traffic signals where no traffic signal exists. Complete rehabilitation of existing signalized intersections with new traffic signals.

Evaluate the signal controls and lights for maintenance needs on a request basis.

Preventative maintenance with repair or replacement of equipment on a request basis.

Signal maintenance shall include cleaning, adjusting, lubricating, and testing of signal equipment and replacement of substandard components. Controller units shall be maintained as recommended by the manufacturer.

Replace deteriorated or missing components and fastening hardware such as sockets, nuts, and bolts.

Restore lost/damaged/dysfunctional traffic signal hardware/equipment in an emergency setting relating to but not limited to: acts of God; vehicular accidents; etcetera.

Scheduled repair:

Contractor shall investigate and determine the corrective requirement for each reported malfunction of the traffic signal system.

Contractor shall submit a proposal to provide the required traffic signal supplies, materials and equipment for approval by the City prior to proceeding with installation.

Contractor shall repair or replace failed equipment and components.

City shall reimburse the Contractor for supplies, materials, and installed equipment used for repairs in an amount equal to the price of the materials proposed by the vendor in their proposal.

When parts or equipment become obsolete or are deteriorated beyond repair, report such conditions to the City.

Unscheduled and Emergency Response Work:

Emergency response work is defined as unforeseen damage to equipment and/or property and includes, but is not limited to: downed signal heads, poles, damaged controller and cabinet and other operational equipment related issues. Any of the aforementioned items occurring any day and/or time outside of normal working days and hours is considered an emergency.

Notify the City representative in advance of any traffic signal de-activations that may be required to provide the service. Traffic signal de-activations shall not be scheduled without the approval of an authorized representative of the City.

Maintenance Records (upon request):

For requested work on subject equipment, Contractor shall maintain an inventory list of the equipment in the controller cabinet at each requested location.

Contractor shall maintain a copy of preventative maintenance performed at each inspection.

Records become the property of the City of Galveston.

Salvaged Equipment:

Contractor shall deliver any salvaged equipment and material to the location in the City as designated by the Director of Public Works, or his/her designee.

WORK SCHEDULE, INTERRUPTIONS, PROPERTY PROTECTION

All work must be performed between the hours of M-F 7:30AM-4:00PM. It shall be the contractor's responsibility to see that all tools, equipment, and materials are delivered within or adjacent to the area as specified by the City.

All work can be accomplished during the weekdays Monday thru Friday excluding City holidays:

New Years' Day	Veterans' Day
Martin Luther King, Jr. Birthday	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Day Before Christmas
Independence Day	Christmas Day
Labor Day	

The work described in this specification shall be done with the least inconvenience to City of Galveston Government. Vehicles must have egress capabilities at all times. The amount of time that normal operations are interrupted must be kept to an absolute minimum and shall be coordinated with the City of Galveston Public Works Department.

The Contractor is responsible to protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of this contract. Any property or incidentals damaged during the course of this contract shall be repaired or replaced to the satisfaction of the City of Galveston.

All work being performed for and/or on City of Galveston property shall fully conform to all local, state, and Federal safety regulations.

Traffic control during repairs shall be coordinated with the City's Public Works Director, or his/her designee.

Hours of operation under emergency repairs shall be discussed with City of Galveston representative prior to engaging the work. Supervision by City of Galveston staff during after-hours work will be determined by City of Galveston Representative. City of Galveston representative shall be the Public Works Superintendent or his/her designee.

MATERIAL SUBSTITUTES AND CHANGES TO THE CONTRACT

In some sections, this specification might mention specific manufacturer's materials and/or products (where situations require). However, this specification allows for approved equals for the City of Galveston's use. Approved equals must meet or exceed the same physical and chemical properties of the named material. Approval(s) must be in writing prior to beginning work.

The Contractor will notify the City of Galveston immediately, by telephone, of any unexpected emergency, subsurface or latent physical condition found; along with the recommendations for dealing with the matter. Any changes found necessary by the City, or the Contractor, not covered under the original scope of work, specification or drawing(s) shall be jointly agreed upon by the Contractor and the City of Galveston. Any additional cost on the project must be submitted in writing by the Contractor. Work may not proceed until the City has signed and approved the change order to the purchase order. This may require City Council approval before the work can proceed. **The City assumes no responsibility for oral instructions or suggestions.** All official correspondence in regard to the specifications should be directed to, and will be issued by the Purchasing Division.

DEMOLITION AND DEBRIS REMOVAL

The Contractor shall be responsible to remove all their debris from the site and clean affected work areas. Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by a City of Galveston representative, shall remove such debris and materials from City property. The Contractor shall leave all affected areas as they were prior to beginning work.

UTILITIES

The City of Galveston shall make available all required utilities to the Contractor for work under this contract. This, however, does not include those utilities to be installed by the Contractor as a part of the scope of work or specification. Accidental interruption(s) caused by the Contractor and repair thereto, shall be at the Contractor's expense. Planned interruptions under this contract shall be coordinated with the City of Galveston Public Works Department at least one (1) day in advance of the expected occurrence.

POTENTIALLY HAZARDOUS MATERIALS

If the work to be performed under this contract requires the use of any product which contains any ingredient that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be submitted with their bid at the time of bid opening. The extent of use of the hazardous material may be a factor in the award of the contract.

WARRANTY AND SERVICE

Contractor must furnish with their bid proposal, names and phone numbers of persons to contact in case of warranty or service problems. All work conducted shall be covered by a 1-yr workmanship warranty.

ORDER OF SUBMITTALS

Proposals must be submitted on 8-1/2 inch by 11 inch paper. They must be bound using comb binding, spiral binding, or binder clips. **No binders or notebooks are to be submitted.**

Submittals must be in the following order: (label each section as follows)

Required Forms

Include all of the forms requiring signatures or acknowledgement. Appendices A through G, any forms in the special conditions section of Appendix J, and any issued Addenda.

Company's Cost Proposal Include the pricing form in this proposal. The City will not be responsible for paying any fees not included in the proposal.

Qualifications and Experience

Include description of your company's general understanding of the project, scope of services and tasks necessary to complete the service. Include: (i) Project Examples of similar size and scope; (ii) Experience – Resumes and experience of project manager and site superintendent. (iii) Proposer should submit any supporting documentation available.

PFEIFFER & SON, LTD.

Electrical & Telecommunication Contractors

COST PROPOSAL

PHONE: (281) 471-4222 * FAX: (281) 471-6856

P.O. BOX 1116 * 116 N. 16TH STREET

LA PORTE, TEXAS 77572

Regulated by the Texas Department of Licensing and Regulation
PO Box 12157; Austin, TX 78711; (800)803-9202; (512)463-6599
www.license.state.tx.us

Adopted Administrative Rules: 73.51(c) Electrical Contractors Responsibilities

Traffic Signal Repair Price Form

Labor Rates

Description	Unit	Scheduled Repair/Maintenance Rate	Emergency/Non- Routine/Unscheduled Repair Rate
Project Manager	HR	\$100.00	\$150.00
Task Leader	HR	\$72.00	\$110.00
Traffic Signal Technician II or Electrician	HR	\$55.00	\$85.00
Traffic Signal Technician II or Electrician Overtime	HR	\$77.50	\$120.00
Traffic Signal Technician I	HR	\$50.00	\$80.00
Traffic Signal Technician I Overtime	HR	\$75.00	\$115.00
Electrician's Helper	HR	\$42.00	\$65.00
Electrician's Helper Overtime	HR	\$56.00	\$85.00
Construction Supervisor	HR	\$65.00	\$100.00
Construction Supervisor Overtime	HR	\$97.5	\$150.00

Equipment Rates

Description	Unit	Scheduled Repair/Maintenance Rate	Emergency/Non- Routine/Unscheduled Repair Rate
1 Ton Truck	HR	\$15.00	\$22.50
Dump Truck	HR	\$34.00	\$51.00
Bucket Truck	HR	\$25.00	\$37.50
Pole Truck / Digger Derrick	HR	\$29.00	\$43.50
TRAILER, WIRE / SCISSOR LIFT	HR	\$6.00	\$9.00
TRAILER, POLE	HR	\$10.00	\$15.00
SOLAR POWERED ARROWBOARD	HR	\$14.00	\$21.00
TRAILER, BACKHOE	HR	\$7.00	\$10.50
TRAILER, GRAVEL	HR	\$13.00	\$19.50
TRAILER, TRENCHER	HR	\$2.66	\$3.99
SCISSOR LIFT (Trailer not Included)	HR	\$8.40	\$12.60
KUBOTA EXCAVATOR (or approved equal)	HR	\$27.44	\$41.16
KUBOTA BREAKER (or approved equal) (ATTACHMENT ONLY)	HR	\$21.00	\$31.50
TRENCHER	HR	\$33.18	\$49.77
SKID STEER	HR	\$40.46	\$60.69
SKID STEER AUGER (ATTACHMENT ONLY)	HR	\$12.60	\$18.90
COMPRESSOR 185 CFM	HR	\$18.20	\$27.30

Other Material Supplies Discount Percentage 0 %
Off of List Price

Emergency Response Time 6 hours

PFEIFFER & SON, LTD.

Electrical & Telecommunication Contractors

QUALIFICATIONS AND EXPERIENCE

PHONE: (281) 471-4222 * FAX: (281) 471-6856

P.O. BOX 1116 * 116 N. 16TH STREET

LA PORTE, TEXAS 77572

Regulated by the Texas Department of Licensing and Regulation
PO Box 12157; Austin, TX 78711; (800)803-9202; (512)463-6599
www.license.state.tx.us

Adopted Administrative Rules: 73.51(c) Electrical Contractors Responsibilities

PFEIFFER & SON, LTD.

Electrical & Telecommunication Contractors

PROJECT TEAM

PHONE: (281) 471-4222 * FAX: (281) 471-6856

P.O. BOX 1116 * 116 N. 16TH STREET

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16615 Palisades Point Dr.
Houston, Texas 77059

Mobile: (281) 799-3269

Charles L. Pfeiffer

Experience

August 2012 – Present Pfeiffer & Son, Ltd. La Porte, Texas

President/Partner

- Oversee Accounts Receivable/Payable
- Negotiate contracts and agreements with customers and vendors
- Interview and hire prospective employees
- Counsel current employees
- Manage banking/bonding/insurance
- Work with Department Managers to ensure labor backlog

June 2011 – August 2012 Pfeiffer & Son, Ltd. La Porte, Texas

Department Manager

- Coordinated department labor requirements
- Oversaw multiple project managers
- Supervised estimators and procurement
- Reviewed estimates and proposals for submission

2002 – June 2011 Pfeiffer & Son, Ltd. La Porte, Texas

Project Manager

- Managed project from bidding to closeout, including submittal preparation, purchasing, project scheduling, customer and engineer coordination, and billing.
- Instrumental in developing departmental growth from \$5M in 2002 to \$18M in 2011.
- Direct responsibility for the following projects:
 - City of Houston Video Initiative
 - On-Call Contract for Traffic and Transportation Systems (\$15M)
 - MetroNET Phase 3B&4 (\$19.9 M)
 - City of Galveston Ike Repairs (\$1.11M)
 - Port of Freeport Velasco Expansion (\$1.03M)

2001 – 2002 Pfeiffer & Son, Ltd. La Porte, Texas

Estimator

- Actively sought business opportunities

- Prepared estimates for clients
- Reviewed contracts

2000 – 2001 Pfeiffer & Son, Ltd. La Porte, Texas

Journeyman Electrician

- Installed electrical distribution, controls and lighting at various facilities in the Houston Metropolitan Area.

1999 – 2000 Pfeiffer & Son, Ltd. La Porte, Texas

Electrician's Helper

- Gained experience in the trade.

Education

1994 – 1998 University of Texas at Austin Austin, TX

- BBA – Engineering Route to Business; Finance and Architecture specializations
- GPA: 3.57/4.00

1999-2002 San Jacinto Community College Pasadena, TX

- Electrical Technology Program
- GPA: 4.0/4.0

IMSA Level II Field and Bench Certification #84548

State of Texas Licensed Journeyman Electrician #23392

State of Texas Security License #474487

Interests

Hunting, Fishing, Mountain Biking, working on my jeep, but most of all - spending time with my family

3015 Wood Hollow Dr.
League City, Texas 77573

Mobile: (281) 799-2158

Sean M. Sesher

Experience

2006 – Present Pfeiffer & Son, Ltd. La Porte, Texas

Project Manager

- Estimate field changes and large projects
- Oversee the operations on projects
- Coordinated employee, subcontractor and material resources
- Direct responsibility for the following projects:
 - Metro RC1300001 Rail/ITS Maintenance
 - MetroNet CT1400028 Maintenance of Security & Surveillance
 - City of Houston Arterial Travel Time System
 - City of Houston Video Initiative
 - On-Call Contract for Traffic and Transportation Systems
 - MetroNET Phase 3B&4
 - Metro Bus Operating Facilities Security Upgrades

1999 – 2006 Pfeiffer & Son, Ltd. La Porte, Texas

Traffic Signal Technician

- Coordinated installation of crews
- Managed customer relationships
- Direct responsibility for the following projects:
 - Metro Light Rail Line Section 3
 - Metro Transit Streets – St. Joseph, San Jacinto St.
 - RCTSS Tier 4

1996 - 1999 Pfeiffer & Son, Ltd. La Porte, Texas

Electrician's Helper

- Gained experience in the trade.

Education

1999-2002 San Jacinto Community College Pasadena, TX

- Electrical Technology Program

IMSA Level II Field Certification

State of Texas Licensed Journeyman Electrician #23387

State of Texas Security license B17037

Iteris Vantage Video Detection Certification

Proxim Wireless Certified Installer

Firetide Wireless Certified Installer

Panasonic Security Systems Certified Installer

Interests

Music, computers, off-roading

Joe Perez 111

11110 Great Hawk Ln.
Houston TX. 77075
(832) 474-2015
jperez@pfeifferandson.com

ASSEMBLY/PRODUCTION

PROFILE

- Extensive background in the assembly and installation of traffic signal intersections
- Skilled in recognizing and troubleshooting problems with traffic signal and controller cabinet of all sorts.
- 4 years experience with Hardwire/Wireless Video Surveillance and Intercoms.
- Rail Safety Certified
- 10 years of light rail maintenance experience

EMPLOYMENT Pfeiffer & Son, Ltd., La Porte, TX

Supervisor:

June 2014 -Present

- Equipment scheduling
- Material purchasing
- Labor allocations
- Job quantity tracking for billing purposes
- Scheduling utility locate services
- Supervision of installing static and variable message signs
- Submitting Track way allocations for light rail work permits

Journeyman Electrician/IMSA Level III Traffic Signal Technician

September 2012-June 2014

- Installed traffic intersections
- Installed bridge and street lighting
- Communication and fiber installations
- Video vehicle detection cameras
- 3M opticom detection
- Iteris video certified
- Installed Metro Rail
- Light Rail maintenance

Electrician's Helper

January 2002-September 2006

- Gained experience in the electrical trade

EDUCATION

Sam Rayburn High School

Graduated 2001

San Jacinto Community College, Houston TX

2002-2004

- Basic electricity
- Test Equipment
- IMSA Work Zone and Traffic Control
- Competent Person Training
- Trencher and Excavation Training

Aurthur L Wilson
10916 Mulberry Ct.
La Porte TX. 77571
(832) 415-7954
awilson@pfeifferandson.com

ASSEMBLY/PRODUCTION

PROFILE

- Electrical knowledge
- Video surveillance/security camera installation
- Installation and termination of fiber and ethernet cable

EMPLOYMENT Pfeiffer & Son, Ltd., La Porte, TX January 2009 - Current

Apprentice Electrician

- Troubleshooting of electrical circuits
- Installation of electrical circuits and equipment

IMSA Level II Traffic Signal Technician

Access control / Video Surveillance

- Axis Certified Professional
- Extensive knowledge and troubleshooting of IP & Analog camera systems
- Installation and troubleshooting Public Address systems
- Installation and troubleshooting of wireless mesh systems and equipment
- Installation of Access control systems and equipment
- Configuration of Access control databases
- Configuration of Cameras and related equipment (NVR, Encoders, etc.)
- Configuration of network devices

EDUCATION

La Porte High School

Graduated 2008

San Jacinto Community College, Houston TX

- Electrical Theory I
- Intro to PC operating systems
- Integrated software applications
- PC Hardware I
- CCNA I: Introductions to Networks
- Cisco Exploration I

BRADLEY A. COLE

14615 Redwood Bend Trail
Houston, Texas 77062
(832) 434-8839
alweld17@yahoo.com

OBJECTIVE: To secure a position in a goal-oriented company, utilizing my education, electrical and technical knowledge, along with my 20+ years of "hands-on" experience, where I will continue to learn and apply my knowledge and skills and positively impact project outcomes.

EXPERIENCE: PFEIFFER and Son, LLC LA Porte, Texas (281) 471-4222, www.pfeifferandson.com
Journeyman Electrician
9/1995 - present

2010 – present, Network and Security Technician, Installation and maintenance of IP based camera, DVR systems, access control systems and radio systems. Management of assigned projects to include interpretation of the customer's needs in a design build environment; controlling costs, labor and supplies, with compliance to NFPA codes and OSHA safety regulations.

2006 – 2010, Electrical Service Technician, Troubleshoot power distribution systems and associated equipment including: power and control wiring, underground and under-floor installations, emergency generators, UPS systems, medium voltage (<35kV), medium voltage cable, switchgear and substations, transformers, raceways, conduit and cable tray, high voltage terminations, low voltage – 480v and down, DCS and PLC instrumentation, breaker panels, terminations, tracing and process skids. Interpret and diagnose each customer's system and service issues and complete repairs in a timely fashion.

2000 – 2006, Communication and Fiber Optic Technician, Installation and testing of copper, fiber, and coax. MDF/IDF build out – racks, cabinets, grounding and ladder tray.

1995 – 2000, Water/Wastewater Electrician, Electrical installations include: wastewater treatment plants, sewage lift stations, stormwater pump stations, water plants, emergency generator and automatic transfer switch systems, instrumentation, lighting and control, power distribution, turnkey underground duct bank excavation and installation and specialized motor control equipment.

LICENSES: Texas Journeyman Electrical license License number: 23394
Texas Private Security Registration Registration number: 485352
Texas Class (A) Commercial Driver's license License number: 00258866

CERTIFICATIONS:
TWIC (Transportation Worker Identification Credential)
Axis Camera certification
IMSA Level II Traffic Control certification

EDUCATION: San Jacinto College, Pasadena, Texas
Certificate of Electrical Technology 2001 Graduate
IT-Network Administration Cisco Certification, completed classes:
Intro to Micro Computers, Intro to PC Operating Systems, Fundamentals of Network Technology

Owens College, Toledo, Ohio
Associate degree in Applied Science, Law Enforcement Technology 1986 Graduate

PFEIFFER & SON, LTD.

Electrical & Telecommunication Contractors

COMPLETED PROJECTS

PHONE: (281) 471-4222 * FAX: (281) 471-6856

P.O. BOX 1116 * 116 N. 16TH STREET

LA PORTE, TEXAS 77572

Regulated by the Texas Department of Licensing and Regulation

PO Box 12157; Austin, TX 78711; (800)803-9202; (512)463-6599

www.license.state.tx.us

Adopted Administrative Rules: 73.51(c) Electrical Contractors Responsibilities

PFEIFFER & SON, LTD.

Electrical & Telecommunication Contractors

Completed Projects

Project	Owner	Architect	Contract Amount	Date of Completion	Percent of work performed
Allen Parkway Improvements (2552040)	City of Houston	Downtown Management District	\$1,908,763	3/01/2017	100%
Main Street Improvements (2452007)	City of Houston	Downtown Management District	\$1,234,885	3/01/2017	100%
Dallas Street Improvements (2551893)	City of Houston	Downtown Management District	\$1,182,428	3/01/2017	100%
Brazos River Park Phase 2 (2451862)	City of Sugar Land	Brown & Gay Engineers	\$875,220	3/01/2017	100%

PHONE: (281) 471-4222 - FAX: (281) 471-6856
P.O. BOX 1116 - 116 N. 16TH STREET
LA PORTE, TEXAS 77572-1116

CONTRACTOR'S LICENSE # 18259
REGULATED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION
P.O. BOX 12157 • AUSTIN, TX 78711
(800) 803-9202 • (512) 463-6399 • www.tdlr.texas.gov
TEXAS DEPARTMENT OF PUBLIC SAFETY SECURITY LICENSE B17037



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/3/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Services - Leavitt Insurance Agencies 2190 North Loop West #309 Houston TX 77018		CONTACT NAME: Russell Gourgues, CIC, AIA PHONE (A/C, No, Ext): (713) 581-2102 FAX (A/C, No): (866) 699-9142 E-MAIL ADDRESS: russell_gourgues@rslinsurance.com	
INSURED Pfeiffer & Son, LTD. P.O. Box 1116 LaPorte TX 77572-1116		INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: Navigators Insurance Company INSURER C: Lloyd's London INSURER D: Underwriters At Lloyds INSURER E: INSURER F:	
		NAIC # 42307 85202	

COVERAGES

CERTIFICATE NUMBER: 18-19 COI Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ No SIR or deductible ☒ Limited Pollution - \$1m GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		GLO 1059512-00	5/31/2018	5/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000
D			AE172342	5/31/2018	5/31/2019	PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 Per Proj Agg \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☒ SCHEDULED AUTOS HIRED AUTOS ☒ NON-OWNED AUTOS		BAP 1059513-00	5/31/2018	5/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE		follow form policy			EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
	DED RETENTIONS		HO17EXC248647IV	5/31/2018	5/31/2019	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC 1059511-00	5/31/2018	5/31/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Installation Coverage		IM1012917	5/31/2018	5/31/2019	Per Occurrence \$1,000,000
C	Leased/Rented Equipment		IM1012917	5/31/2018	5/31/2019	Per Item \$300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Traffic Signal Construction/Repair Services
Job No.: 19-002

CERTIFICATE HOLDER**CANCELLATION**

City of Galveston
823 Rosenberg
Galveston, TX 77550

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

V Chemadurov, CIC, CRM/ Vladimir Chemadurov

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COMMENTS/REMARKS

The General Liability and Auto policies includes a blanket automatic additional insured endorsement that provides additional insured status when there is a written contract between the named insured and the additional insured that require status. The General Liability & Auto Liability contains Primary and Non-Contributory wording. The General Liability Additional Insured includes on-going and completed operations.

The General Liability and Auto and Workers Compensation policies policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only to the person or organization for whom the named insured has agreed in a written contract that requires such status.

The General Liability, Workers Compensation and Auto policies includes a blanket notice of cancellation providing for 30 days' advance notice if the policy is cancelled by the company other than for nonpayment of premium. 10 days' advance notice if policy is canceled for nonpayment of premium. Notice sent to certificate holders with mailing addresses on file with the agent company. The endorsement does not provide for notice of cancellation if the named insured request cancellation.

Excess policy is follow form on all Additional Insured endorsements and Waiver of Subrogation endorsements on the Underlying policies.

The Rented & Leased policy includes a blanket automatic Loss Payee endorsement that provides Loss Payee status when there is a written contract between the named insured and the Loss Payee that require status.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2018-429873

Date Filed:
12/03/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Pfeiffer & Son, Ltd.
La Porte, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Galveston

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

COG-CON-18-170
Traffic Signal Construction/Repair Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Pfeiffer, Jonathan	La Porte, TX United States	X	
	Pfeiffer, Joseph	La Porte, TX United States	X	
	Pfeiffer, Charles	La Porte, TX United States	X	

5 Check only if there is NO Interested Party.

☐

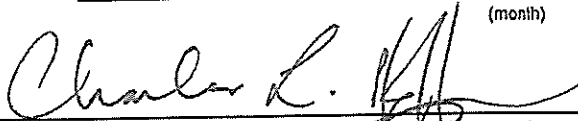
6 UNSWORN DECLARATION

My name is Charles L. Pfeiffer, and my date of birth is 06/10/1976.

My address is 116 N. 16th St., La Porte, TX, 77571, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 3rd day of Dec., 20 18.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



City of Galveston

DEPARTMENT OF PUBLIC WORKS

Angelo Grasso, Director of Municipal Utilities
agrasso@galvestontx.gov | Office Number: (409) 797-3962 | www.galvestontx.gov

November 30, 2018

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members

From: Angelo Grasso, Director of Municipal Utilities

RE: City Council to consider for approval the annual maintenance contract for Foxboro A2/PAC system and equipment at the Main Wastewater Treatment Plant from sole source provider Schneider-Electric Systems USA Inc. The cost of the annual contracts are \$35,308.38 for 2019, \$36,351.99 for 2020 and \$37,426.44 for 2021. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. The Main Wastewater Treatment Plant, located at 5200 Port Industrial Road, is responsible for treatment of the City's sanitary sewer system east of 57th Street.
- B. When the new Main Wastewater Treatment Plant was constructed, a Foxboro A2/PAC SCADA system and equipment was installed so that the City's Wastewater Treatment Plant personnel could monitor the wastewater treatment plant 24 hours a day.
- C. Schneider-Electric Systems USA Inc. is the sole source provider for maintenance on the Foxboro A2/PAC SCADA system and equipment. They have provided the City of Galveston with annual maintenance contracts for a similar system at the 30th Street Pumps Station over the past few years. The annual maintenance agreement provides the following coverage:
 - Emergency call-outs
 - Equipment Parts
 - Equipment Repairs
 - Preventative maintenance.

II. Current Situation

- A. It is time to implement an annual contract for the maintenance of the Foxboro A2/PAC SCADA at the Main WWTP by Schneider-Electric Systems USA Inc. The proposed annual maintenance contracts for the next 3 years will cost the following amounts:

Year 1 (2019)	\$35,308.38
Year 2 (2020)	\$36,351.99
Year 3 (2021)	\$37,426.44





City of Galveston

DEPARTMENT OF PUBLIC WORKS

Angelo Grasso, Director of Municipal Utilities
agrasso@galvestontx.gov | Office Number: (409) 797-3962 | www.galvestontx.gov

- B. In the event there was not a maintenance contract in place, the City would suffer from delays in needed maintenance and repairs to the Foxboro A2/PAC SCADA system. This could potentially endanger the City's ability to provide wastewater treatment at the Main Wastewater Treatment Plant.

III. Issues

1. Cost - \$109,086.81
2. Timing - With annual contract soon expiring, the approval must come as soon as possible.
3. Impact or ramifications - Services calls and parts replacements for the Main Wastewater Treatment Plant Foxboro A2/PAC SCADA system could cripple the treatment of sanitary sewer at the Main Wastewater Treatment Plant Divisions Maintenance Budget

V. Recommendation

City Council to approve the annual maintenance contract for Foxboro A2/PAC system and equipment at the Main Wastewater Treatment Plant from sole source provider Schneider-Electric Systems USA Inc. The cost of the annual contracts are \$35,308.38 for 2019, \$36,351.99 for 2020 and \$37,426.44 for 2021.

VI. Fiscal Impact Report

Requested by:	Angelo Grasso, Director of Municipal Utilities
Funding Source:	Wastewater Treatment Plant Division Maintenance Contract 4210-611000-611817-531240
Costs of implementation:	Year 1 (2019) = \$35,308.38 Year 2 (2020) = \$36,351.99 Year 3 (2021) = \$37,426.44 Total for 3 Years = <u>\$109,086.81</u>

Respectfully Submitted,

Respectfully Submitted

Angelo Grasso
Director of Municipal Utilities

Brandon Cook, Assistant City Manager
of Development and Municipal Services



Quotation

Our Reference: 18Q-0120-1

Date: August 13, 2018

City of Galveston, Texas
PO Box 779
Galveston, Texas 77550

For the Attention of: Mr. Angelo Grasso

Customer First Support Contract

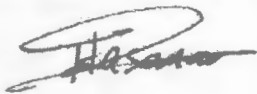
Dear Mr. Grasso,

We are pleased to offer the following quotation covering the annual Customer First Support Contract for the Foxboro A2/PAC System Platform supplied by Schneider Electric at the Galveston Main Waste Water Treatment Plant as requested, following discussions with Eurotherm.

Please note that as we discussed, while you will place the order with Eurotherm by Schneider Electric, it will be implemented by the local resources you have been using in the past from Process Automation. Eurotherm will be supporting the local resources as required.

If you have any questions, please do not hesitate to contact Derek Hook at 954-294-3705 or our representative, below. Thank you for this opportunity to serve your control requirements.

Hasanain Abdulrazzaq



Quotation Engineer
Eurotherm by Schneider Electric
P: 703-724-7375
E: hasanain.abdulrazzaq@schneider-electric.com

Authorized Representative
Five Star Electric
Pat McGinty
phone: 281-467-9113
email: pmcginty@vfd.com

Schneider Electric Systems USA Inc
Eurotherm US Division
44621 Guilford Drive, Suite 100
Ashburn VA 20147
Tel: +1 703 724 7300
Fax: +1 703 724 7301

eurotherm.com

Schneider Electric
North America Division
Boston One Campus
800 Federal Street
Andover, MA 01810
Tel: +1 877 342 5173

schneider-electric.com

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1. EXECUTIVE SUMMARY

The Schneider Electric Customer FIRST Support and Services program offers a broad portfolio of resources designed to help ensure high levels of asset availability, utilization and reliability from your Eurotherm system. It will help you manage your systems throughout their productive lifecycles, and protect your property and intellectual investments, maximize asset performance while helping you reduce total cost of ownership.

Customer FIRST membership facilitates fast, efficient response to requests for material, labor and technical expertise with flexible options designed to provide you with a wealth of resources through the largest partner ecosystem in the industry. From training and planning, to project implementation, operation and lifecycle support, Schneider Electric and its network of partners are uniquely qualified to help Customer FIRST members effectively utilize our applications, systems, services and solutions.

Schneider Electric globally-situated support and service teams are uniquely qualified to deliver the high quality support and services that you require. Our support experts can provide fast and reliable support assistance, recommend risk mitigation strategies such as remote connectivity, automated back documentation, backup and restore services, and assist with maintenance tasks to help protect your Eurotherm system from the potential of catastrophic loss.

The Schneider Electric Customer FIRST program offers an array of options such as cost-control incentives, access to technical information specific to your operation, inventory management support and training opportunities for your personnel.

As technology inevitably continues to evolve, Schneider Electric can assist you with planning and implementation of system upgrades to ensure that you are getting the most from the latest technology with minimum disruption to your business operations.

Schneider Electric has earned a global reputation for support excellence with continuously improving levels of service and performance, and through recognition by prestigious organizations such as TSIA (Technology Services Industry Association).

Customer First Support Contract

The control system at the Main Wastewater Treatment Plant utilizes different equipment than the other sites in Galveston, see the chart below.

The other sites use the Wonderware / EurothermSuite (Operations Server and Viewer) software and the T2550 PAC system.

The Main Wastewater Treatment Plant features the more comprehensive Wonderware PAC / System Platform with Galaxy Repository and the latest strategy engine T2750 control system.

Please note, the 18Q-0122-1 service support contract renewal quotation, covers the former Galveston sites and the service support contract, 18Q-0120-1, relates to the Main Wastewater Treatment Plant. This separation of support contracts was requested by you due to a different budget being used to support the Main Wastewater Treatment Plant.

2. CUSTOMER FIRST PRICING SUMMARY

2.1. PROPOSAL ACCEPTANCE

This Proposal is valid for 120 calendar days from the date of this Proposal.

2.2. SELECTION SUMMARY

The Customer FIRST Program's Support and Services Agreement provides a comprehensive portfolio of support and service features that addresses your short term and long term maintenance and lifecycle challenges. Refer to the Agreement Content section of this Agreement for a summary matrix and description of program level features.

The following information covers pricing for the proposed Customer FIRST Support and Services program.

Included Services

The "Included Services" are covered by the selected Customer FIRST Program level's price before Optional Features are added. Refer to the Agreement Content section of this Agreement for a summary matrix and description of program features.

Optional Services

Your Customer FIRST Program includes the listed Support and Services features.

A2 SELECTION SUMMARY ELITE LEVEL	Pricing Year 1 (USD)	Pricing Year 2 (USD)	Pricing Year 3 (USD)
INCLUDED FEATURES:	\$35,308.38	\$36,351.99	\$37,426.44
Onsite Corrective Assistance - Labor Cost Inclusive	Included	Included	Included
MEP - Material Cost Inclusive	Included	Included	Included
<u>Total</u>	<u>\$35,308.38</u>	<u>\$36,351.99</u>	<u>\$37,426.44</u>

2.3. BILLING SCHEDULE

This Customer FIRST program is:

☒ A new agreement covering Galveston Waste Water Treatment Plant.

The billing cycle is:

☒ Annual

PAYMENT SCHEDULE	ANNUAL PAYMENT AMOUNT (USD)	PERIOD PAYMENT (USD)	PERIOD LENGTH	START DATE	END DATE
Year 1	\$35,308.38	\$35,308.38	Annual	1/1/2019	12/31/2019
Year 2	\$36,351.99	\$35,351.99	Annual	1/1/2020	12/31/2020
Year 3	\$37,426.44	\$37,426.44	Annual	1/1/2021	12/31/2021

Payment is due 30 days from date of invoice.

3. PROPOSAL SCOPE

The Customer FIRST Support and Services Program offers a broad scope of support features encompassing technical support via a variety of communication modes, remote and onsite corrective support, annual product lifecycle assessment, and more. Discounts on value-add services are also offered, and the opportunity to establish funded reserves to help cover any billable labor, material, and training requirements you anticipate encountering during the timeframe of your Agreement.

4. AGREEMENT CONTENT

4.1. CUSTOMER FIRST PROGRAM - INTRODUCTION

The Schneider Electric Customer FIRST Support and Services Program will help you accomplish your short- and long-range objectives at the lowest possible cost. Program enrollment gives you the support services and resources you need to help increase asset availability, utilization and performance.

4.2. CUSTOMER FIRST PROGRAM – ELITE LEVEL

Schneider Electric offers **Elite** level membership in the Customer FIRST Support and Services program for those with the most critical business requirements, ideal for large enterprise or global organizations. Fulfill your demanding needs for support and services with everything the Schneider Electric Customer FIRST Support and Services program has to offer: 24/7 access to technical support, software updates and upgrades, remote services, inventory support and on-site corrective and preventive maintenance services. Your Account Manager can provide their in-depth Schneider Electric and industry expertise to facilitate attention to complex issues and relationships on your behalf. Supplement your in-house resources with the optional services of a full time or part time Schneider Electric Resident Engineer. Utilize the significant discounts available to you for Consulting and Site Engineering services to enhance your team's capabilities, or to increase your engineering capacity in a flexible manner.

4.3. CUSTOMER FIRST PROGRAM – FEATURE DESCRIPTIONS

Customer FIRST Support and Services program features are described below.

4.3.1. Elite Level – Included Services

4.3.1.1. Elite Level – Common Elements

Business Hours Technical Support:

Schneider Electric provides expert technical assistance and application support during normal business hours via regional support centers. Each request is processed through a defined multi-level response model that assures skilled and timely attention appropriate to the urgency and complexity of the reported situation. Reported situations are assessed by support analysts according to the impact on the customer's production, safety or environment.

Annual Lifecycle Assessment Report:

Schneider Electric understands that you have a need and a responsibility to maintain system equipment and software applications as critical parts of your business. The Lifecycle Assessment Report provides a top level view of the current lifecycle status of the products in use at your site and outlines key business objectives related to their maintenance and supportability. The report will be reviewed with you during the annual Customer FIRST Program renewal process.

Upgrade Planning Roadmap:

Building on the Lifecycle Assessment Report, Schneider Electric will assess the components of your system and applications, as appropriate, for potential upgrade to preferred (current) phase products. This is a collaborative activity between customer staff and Schneider Electric that focuses on identifying a logical progression for the potential upgrade of your Schneider Electric equipment, software and files, and potentially, third party products. The deliverable is a high-level upgrade roadmap that will help facilitate effective short and long term upgrade planning decisions. It will be updated annually, and may be used as the foundation for the optional Upgrade and Migration Planning service.

Onsite Corrective Assistance – En route Response Commitment:

In the event that our Technical Support Engineers/Consultants are unable to resolve your support case via remote methods, Schneider Electric will provide hands-on corrective assistance at your site.

A skilled Schneider Electric service engineer/consultant will travel to your site to perform necessary remedial actions with the objective of returning your system or application to normal operation. These activities may include system troubleshooting, defective hardware replacement, and software restoration³ or correction due to data corruption or necessity.

While this type of support is typically time sensitive in nature, actual en route response time commitment will be determined by the level of Customer FIRST support enrollment, situation urgency and availability of regional resources. Arrival time at site is dependent on transportation contingencies beyond Schneider Electric' control.

Customer First Support Contract

Notes:

- 1) Activities that are not covered by Onsite Corrective Assistance include application work, block configuration, display creation, historian creation, software installation, preventative maintenance work, startup support and upgrade labor.
- 2) Software restoration may be accomplished using install discs or via download. If the customer's data is corrupt, there may be no recourse, in some cases, to restore corrupted user data.

This Customer FIRST Support and Services Agreement includes:

Elite level: 4 hours en route response commitment.

Emergency Technical Support (24/7/365):

Schneider Electric provides emergency technical support outside of normal business hours for situations that involve loss or potential loss of an essential function, such as a production line, system or plant down situation.

Support Usage and Summary Report:

The Support Usage and Summary Report highlights all support case activity logged by Schneider Electric' service management system. The report is distributed via email on a monthly basis.

Number of Contract Management/Performance Reviews per year:

Schneider Electric will review the Customer FIRST Support and Services program performance periodically with you on a schedule determined by the selected program level. Discussion may include technical support, labor, material and remote services usage as applicable to the products covered by this agreement, plus lifecycle management and technical topics of value to your site.

Elite level: Four (4) reviews per year.

4.3.1.2. Elite Level – Software Elements

Software Maintenance Releases, Service Packs, Patches and Updates:

With the Customer FIRST Support and Service program, Schneider Electric provides maintenance releases and fixes for covered software related to your application that is released during the contract period. This applies to software that is in the Preferred (i.e., most current) lifecycle phase.

Maintenance releases provide corrections to software defects within a software revision level. Media will be made available upon release, in electronic or physical format as appropriate, during the program's coverage timeframe. Schneider Electric makes no guarantee that maintenance releases will become available during the agreement period.

Software installation and startup activities are not part of the Customer FIRST program. These activities require the scheduling of a separate site visit for which the labor terms of this Agreement apply.

4.3.1.3. Elite Level – Hardware Elements

Number of Preventive Maintenance site visits per year:

The Customer FIRST Support and Services Agreement provides you with a number of Preventive Maintenance (PM) visits each year based on your selected program level. The general scope of work includes physical inspection of equipment, review of software maintenance releases and fixes, technical advisories, product alert notices (Triconex) and status of open cases. The service engineer will perform analysis of system conditions (counters, loading, etc.) to help ensure the system is operating within defined specifications.

They will perform corrective actions that are within the scope of the PM visit, and schedule follow-up maintenance for additional issues if necessary. Schneider Electric will help you determine the appropriate length of the PM visit per site.

On an annual basis, tools for are used to extract current system configuration data for analysis, and the resulting report will identify any issues that may require corrective activity. The data extracted will become the basis of the Lifecycle Assessment Report, which is described elsewhere in this proposal.

Notes:

- 1) *The delivery schedule and timing of PM visits will be determined in consultation with the customer.*
- 2) *Customer should review the full scope of work with the Service Engineer prior to their arrival at site.*
- 3) *The Preventive Maintenance Site Visit does not include installation of version licenses, revision releases and maintenance releases, or any startup activities. These activities require the scheduling of a separate site visit for which the labor terms of this agreement will apply.*

Elite level: Four (4) Preventive Maintenance site visits per year.

Discount on Site Engineering Services:

A discount on the current Schneider Electric labor rate at time of service is provided on labor hours dedicated to Site Engineering Services.

Site Engineering Services utilize the talents of Schneider Electric Service Engineers to supplement your site resources with simple day to day activities or to help solve more complex engineering issues. Site Engineering Services are generally applicable to smaller scale projects. Schneider Electric will help you define the scope of work to meet your specific requirements. If you are interested in having similar work performed on a larger scale, arrangements can be made with the appropriate resources within our organization.

For examples of applicable activities, refer to "Site Engineering Services in the "Policies and Guidelines for Specific Customer FIRST Features" section of this document.

Elite level: 15% discount

Module Exchange Program (MEP):

Schneider Electric provides access to its materials inventory when rapid replacement of malfunctioning equipment is necessary. If you encounter an issue with a component on your A2

System, you may arrange for exchange of the malfunctioning unit with another unit. The replacement material generally ships within one business day of request for service. Product provided under the Module Exchange Program is billable, and may be applied to the Module Exchange Program (MEP) - Material Cost-Inclusive feature or the Flexible Material Fund if appropriate. Pricing is contingent on receipt of the malfunctioning equipment at Schneider Electric' designated facility, and Schneider Electric' subsequent determination that the returned unit meets Module Exchange Program Policy qualifications.

MEP Parts Discount:

The price of unit supplied to the customer will qualify for a discount contingent on material returned to Schneider Electric meeting Module Exchange Program Policy qualifications.

Elite level: 43% discount. Landed costs (duties, fees, etc.) may apply.

Discount on Spares:

The Customer FIRST Support and Services Agreement enables you to better manage and control the cost of equipment by providing a discount on the purchase of new material that will be stored as spare inventory at your site.

Elite level: 18% discount

4.3.2. Elite Level – Included Optional Services

Schneider Electric has included the following optional services with your Customer FIRST Support and Services program.

Onsite Corrective Assistance – Labor Cost Inclusive:

The Customer FIRST program allows you to control your maintenance budget by including prepaid labor costs, and associated travel and living expenses, for Onsite Corrective Assistance in your Support and Services Agreement coverage. Coverage hours are 24/7/365.

Module Exchange Program (MEP) – Material Cost Inclusive:

Products provided from Schneider Electric inventory under the Module Exchange Program will be covered (non-billable) under this Agreement, contingent on receipt of the customer's malfunctioning equipment at its designated facility and subsequent determination by Schneider Electric that the returned unit meets Module Exchange Program Policy qualifications.

5. POLICIES AND GUIDELINES FOR SPECIFIC CUSTOMER FIRST FEATURES

The policies and guidelines described in this section apply to the specifically ascribed service deliverables and programs.

5.1. SUPPORT HOURS AND RATES

Labor-based support and services outside the scope of this agreement shall be performed during the Normal Business Day (NBD). Support and services rendered outside of the Normal Business Day may be billable, subject to the labor terms and provisions of this Agreement.

The Normal Business Day shall be defined by local practice or labor law, or as defined in this agreement between Schneider Electric and Customer.

NO.	TITLE	DESCRIPTION
1	NORMAL WORKDAY HOURS	Normal workday hours: <u>8:00</u> AM to <u>5:00</u> PM Normal work week: <u>Monday thru Friday</u> ☒ Schneider Electric-designated holidays will be observed.
2	TRAVEL HOURS	Travel hours shall accrue from the point of origin and cover time traveling to and returning from the job site. The point of origin shall be: ☒ Home base of the Schneider Electric engineer performing the work The following detail will apply as determined appropriate by Schneider Electric and Customer. Travel hours will be billed for: ☒ Actual time incurred
3	SERVICE RATES	☒ Service Rates are defined in local Service Rate Schedule

5.2. ON-SITE SERVICES

(a) Services or travel in excess of normal workday, and any Services or travel on Saturdays, Sunday or nationally observed holidays shall be invoiced by Schneider Electric as defined by local practice, or by labor law as applicable, or as defined in a written agreement between Schneider Electric and Customer. The normal work day shall be defined by local practice, or by labor law as applicable, or as defined in a written agreement between Schneider Electric and Customer.

(b) Unless otherwise agreed in writing by Schneider Electric and Customer, all on-site Services will be billed to Customer at the then current Schneider Electric service rates. There shall be a minimum charge of four (4) hours where hourly rates are applicable, or one (1) day where daily rates are applicable for service and travel time.

(c) When shift work other than the normal workday is required, a premium rate shall be added for Services during the other shifts and an additional premium shall be added for work in excess of normal workday during these other shifts, in accordance with local practice, or labor law as applicable, or as defined in a written agreement between Schneider Electric and Customer.

(d) Service time committed in advance by Schneider Electric on the basis of pre-specified number of days shall not be deemed to include overtime or shift work. If overtime or shift work is required on such commitments, the pre-specified time so committed in advance shall be appropriately reduced.

(e) Unless the Schneider Electric representative has been released from the job site, or has completed his assignment, the Customer will pay Schneider Electric charges computed as if the Schneider Electric representative was working a normal work week, regardless of whether or not the representative is prevented from working due to delays beyond his control.

(f) Release from the job site shall entitle the representative to return to his point of origin, with travel time and expenses chargeable to Customer.

(g) Standby time is defined as that time during which an Schneider Electric representative is requested to remain in readiness and available for Services commencing at the convenience of the Customer. Such time shall be considered as time worked, whether or not the representative is at the job site, and Customer will be billed accordingly. If standby time is outside normal working hours, overtime rates will be applicable. Standby time will be added to time actually worked for the computation of overtime charges, etc.

(h) The Schneider Electric representatives reserve the right to refuse to work under hazardous conditions. All staging and rigging required for access to equipment to be serviced shall be erected by and at the expenses of Customer or third parties and shall comply with reasonable safety requirements. The Schneider Electric representative shall comply with all plant safety regulations given to such representative in writing. However, any protective clothing or equipment, except the standard safety hat, required by Customer regulations shall be provided by Customer at Customer's sole cost.

(i) Schneider Electric representatives are authorized to act only in a consulting capacity and are not authorized or licensed to operate equipment. All responsibility for operating equipment shall rest with Customer or third parties.

(j) Unless otherwise agreed in writing by Schneider Electric, all parts identified as requiring replacement during a non-warranty related service call shall be invoiced at Schneider Electric' current list prices.

5.3. LIFECYCLE SUPPORT POLICY

Schneider Electric has established clear and predictable product support timelines to enable customers to plan product upgrades in advance of reaching obsolescence. This proactive approach provides a comprehensive view of product lifecycle phases, phase transition timing, and available support during each phase.

Information about the products currently supported in each lifecycle phase is posted on the respective Schneider Electric brand support websites, and we provide periodic notification of all product transitions from one lifecycle phase to the next:
<http://iom.invensys.com/EN/Pages/Support.aspx>

The Lifecycle Support Policy provides consistent and predictable guidelines for product support, compatibility, availability and repair. The policy establishes clear and predictable product support timelines to assist customers with managing end of life issues related to their installed Schneider Electric system equipment. This proactive approach provides a comprehensive view of product lifecycle phases, phase transition timing, and available support during each phase. This information enables customers to plan product upgrades years in advance. Schneider Electric system products move through five phases during their lifecycles:

- Preferred Products (PREF): These products are the most recent sales-released products available in their functional area.
- Available Products (AVAL): Products are available for sale primarily for expansion projects. They are no longer the Preferred Product offering.
- Mature Phase (MATR): Products withdrawn from sale. Comprehensive support services are provided.
- LifeTime Phase (LIFE): Schneider Electric continues to support and maintain standard Schneider Electric products based on an annual review of support capability.
- Obsolete (OBSL): Schneider Electric will determine if a product is unrepairable due to age or obsolescence and will provide advance notice via email to client personnel that have registered on the Global Customer Support website <http://support.ips.invensys.com>. Once the product has entered the Obsolete Phase, Schneider Electric can no longer provide a quality repair nor provide a module exchange. Products that are identified as Obsolete shall be excluded from coverage under this Service Agreement. If that product fails, Schneider Electric will suggest purchase of an alternate replacement.

5.4. SUPPORT EXCLUSIONS

(a) Unless otherwise agreed in writing by Schneider Electric, Schneider Electric does NOT provide Services under the ICFP for Third Party Products, including but not limited to Crystal Reports. If Schneider Electric Services Third Party Products at Customer's written request, Schneider Electric services shall be rendered "AS-IS" and without warranty of any kind and such services shall be for an additional fee at Schneider Electric then current service rates.

(b) Customer shall be responsible for payment for Schneider Electric equipment and materials if Customer's employees, agents, consultants or contractors working on Schneider Electric equipment or materials causes malfunction or failure of such equipment or materials. If such an event occurs, Schneider Electric equipment and materials will be billed to Customer at the then current rates for such equipment and materials and Customer shall also pay Schneider Electric for any associated services as a result of such malfunction or failure.

(c) Schneider Electric and non- Schneider Electric system goods and software not specifically listed in the Schneider Electric Proposal as covered under the support level purchased by Customer are NOT covered under the Agreement. Technical assistance rendered via any means of personal communication (including but not limited to telephone, facsimile, postal mail, email, texting, and web-enabled chat), remote connection and diagnosis, material, labor or other support assistance provided by Schneider Electric to resolve an issue involving non-listed equipment is chargeable to Customer at the then-current Schneider Electric service rates.

(d) Schneider Electric will NOT provide Services on Schneider Electric software or goods from or repaired by a non-Schneider Electric-authorized agent, distributor, reseller or other third party. If any issues occur that are attributable to third-party procured material or services, all work performed by Schneider Electric will be subject to invoicing at the then-current Schneider Electric service rates.

(e) Unless specifically purchased as an option under the Agreement and described in the Schneider Electric Proposal, planning, installation, testing, and documentation of expansions, modifications and software upgrades of custom application or third-party programs are NOT covered under the ICFP.

(f) Unless otherwise agreed in writing by Schneider Electric, Goods identified as obsolete phase or due to become obsolete under the Schneider Electric lifecycle support policy during the Agreement term will be excluded and will NOT be supported.

(g) Goods identified as lifetime phase under the Schneider Electric lifecycle support policy will be supported for a maximum of one year. The product lifecycle categorization will be reviewed during the annual installed product assessment to determine whether it is anticipated that the product(s) will move to the obsolete phase during the next 12 months.

(h) All decisions made by Customer relating to the implementation of Schneider Electric advice and recommendations are the sole responsibility of Customer. To the extent Services are of an advisory nature, no specific business result is assured or guaranteed

5.5. MODULE EXCHANGE PROGRAM (MEP) POLICY

If you encounter an issue with your A2 system, Schneider Electric will help you return it to normal operation. When replacement of a malfunctioning component is determined to be the best solution, a unit may be shipped from Schneider Electric inventory in exchange for your malfunctioning unit. You must be covered by a Customer FIRST Support and Services Agreement to receive this benefit.

Major system components are carefully selected for refurbishment and inclusion in Schneider Electric inventory. These components undergo a comprehensive refurbishment process including error detection and correction. Firmware is updated when appropriate and the hardware is put through Schneider Electric manufacturing product testing sequence. A 90-day warranty is provided on refurbished equipment.

1) CUSTOMER FIRST COVERAGE CONDITIONS

The Module Exchange Program (MEP) is available to A2 system customers with Customer FIRST program Elite level coverage.

The requested replacement unit will be shipped by Schneider Electric in ADVANCE of Schneider Electric receiving your malfunctioning unit.

2) PRODUCT LIFECYCLE & AVAILABILITY

Components are categorized in the Available, Preferred, Mature and LifeTime Phases defined in the Lifecycle Policy in the "Components and Software Covered" section of the Customer FIRST Support and Service Agreement. Product lifecycle status may affect availability, as described below.

- Products in Preferred, Available and Mature Phases are generally available for shipment within one business day, in accordance with Customer FIRST program level.
- Products in LifeTime Phase will be supplied on a reasonable effort basis, with shipment subject to availability, in accordance with Customer FIRST program level.
- Products in Obsolete Phase are not supported under this program. In situations in which it is determined that an Obsolete Phase product has failed, Schneider Electric may suggest that client purchase a new functionally equivalent Preferred Phase product if available.

3) ORDERING INSTRUCTIONS and PRICING

Equipment is provided at the price prevailing at the time of shipment, if the exchange transaction meets the conditions detailed below.

- a) Equipment can be requested by the customer's authorized personnel by contacting the Schneider Electric support center or representative in the customer's geographical area, or the Global Customer Support center in the United States of America (telephone 508-549-2424). Refer to the Schneider Electric Contact \ Material Return section of the Customer FIRST Support and Service Agreement.

- b) Shipping and handling costs may apply. This detail varies by country in accordance with local custom and regulations. Your Schneider Electric representative will advise you on this detail.
 - c) The requested replacement material will be shipped generally within one business day of order placement, subject to availability. Refer to "Product Lifecycle and Availability" above.
 - d) Delivery of critical equipment within 24 hours may be arranged if availability and transportation logistics allow it; a premium charge will apply.
 - e) A purchase order or credit card number will be requested at time of order placement if product is billable.
- 4) INSTRUCTIONS FOR PRODUCT RETURN TO SCHNEIDER ELECTRIC-DESIGNATED LOCATION
- a) A Return Material Authorization (RMA) number will be provided at the time of order placement for use in returning the malfunctioning unit to an address designated by Schneider Electric. The RMA number must be clearly identified on the box in which the malfunctioning unit is being shipped.
 - b) Schneider Electric is not responsible for loss, or delay in processing, of returned material when packaging lacks clear identification (i.e., Return Material Authorization number, your company name, individual contact name and address) or is received at any Schneider Electric address other than the specific address provided with a Return Material Authorization number.
 - c) The malfunctioning equipment must be received at the Schneider Electric -designated location within 20 days from date of Schneider Electric shipping the refurbished replacement unit to the customer.
- 5) EVALUATION OF RETURNED PRODUCT
- a) Schneider Electric will evaluate returned material to determine whether it is in acceptable condition for repair/refurbishment and subsequent inclusion in Schneider Electric inventory.
 - b) Schneider Electric reserves the right to disqualify returned units that do not qualify as visually presentable to our next client (i.e., scratched, written upon), or which have been damaged by misuse, incorrect installation, power surges, exposed to contaminants, force majeure, or subjected to non- Schneider Electric unauthorized repair. Such damage may prevent the modules from being repaired reliably and these modules must be removed from the pool of replacement modules.

6) NON-COMPLIANCE

- a) Non-compliance with this policy will result in the issuance of an invoice for the full list price of product provided. Purchaser agrees to provide Schneider Electric with a funded purchase order for this purpose.

7) WARRANTY

- a) The Module Exchange Program does not cover warranty replacement. For warranty replacement, the client can arrange for a return to the factory for repair or replacement in accordance with Schneider Electric warranty terms.

6. WARRANTY

Warranty protection for new Schneider Electric products is provided for specific time periods as defined in the Schneider Electric document entitled General Terms and Conditions of Sale of Goods and Services and License of Software, and in accordance with local consumer protection laws.

If an issue is encountered with a product that is under warranty, contact Schneider Electric to request technical support. If the reported situation involves a warranty issue that is resolvable via replacement of hardware or software, Schneider Electric will advise you of the appropriate options. These options include non-billable hardware repair services, and replacement of hardware or software media.

If hardware or software is replaced under warranty, Schneider Electric will provide a 90 day warranty, or honor the remaining warranty period of the original product, whichever is longer.

7. COMPONENTS COVERED

7.1. COMPONENTS AND SOFTWARE COVERED

The following system components and software are covered under the terms and conditions of this Customer FIRST Support and Services Agreement and the Lifecycle Support Policy. Components and software not listed are not covered by this Agreement.

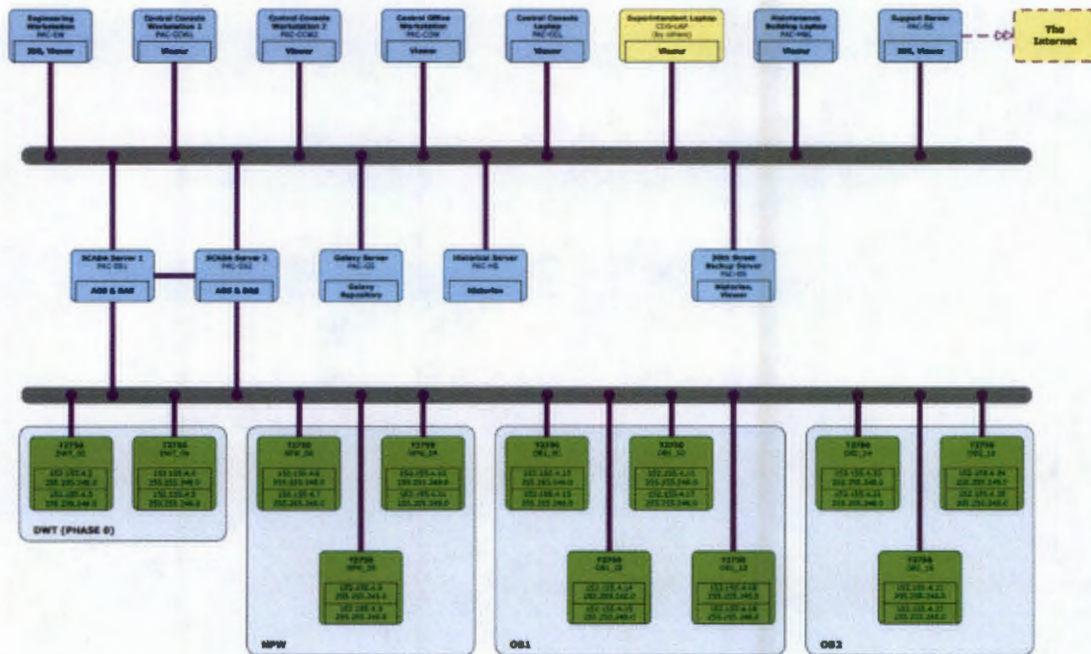
The following sections show, the computer software, network topology and PAC instruments supported in this agreement.

Software supported (Available Product Status)

City Of Galveston - Main WWTP Reconstruction Installed Control Network Software

Rev: 09/01/13		US-02108	Subnet: 255.255.248.0		Microsoft				Symantec		System Platform 2012				WW				
Name	Designator	Type	Network	IP Address	Windows Server 2008 R2 Std.	Windows 7 Pro, X64	SQL Server 2008, SP1	Office 2010 Pro	System Recovery 2013	Endpoint Protection v12.1	Archastr4 IDE	Wonderware Application Server	Wonderware Historian Server	Wonderware Historian Client	Intouch 2012 HMI Developer	Intouch 2012 HMI Runtime	PAC 6.2 LINtools	Printer Driver	WIN-911 v7.1
30th Street Backup Server	PAC-BS	Server Tower	Control	152.155.4.50	0			0	0	0	0		0	0	0	0	0	0	
Control Console Laptop	PAC-CCL	Laptop	Control	152.155.4.56		0		0	0	0						0			
Control Console Workstation	PAC-CCW1	Workstation	Control	152.155.4.57		0		0	0	0				0		0		0	
Control Console Workstation	PAC-CCW2	Workstation	Control	152.155.4.58		0		0	0	0				0		0		0	
Control Office Workstation	PAC-COW	Workstation	Control	152.155.4.66		0		0	0	0						0			0
Engineering Workstation	PAC-EW	Workstation	Control	152.155.4.59		0		0	0	0	0			0	0	0	0	0	0
Galaxy Server	PAC-GS	Server Rack	Control	152.155.4.53	0		0		0	0	0					0	0	0	
Historical Server	PAC-HS	Server Rack	Control	152.155.4.54	0		0	0	0	0			0	0				0	
Maintenance Building Laptop	PAC-MBL	Laptop	Control	152.155.4.64		0		0	0	0						0			
SCADA Server 1	PAC-SS1	Server Rack	Control	152.155.4.51	0		0		0	0		0							0
SCADA Server 2	PAC-SS2	Server Rack	Control	152.155.4.52	0		0		0	0		0							0
Support Server	PAC-SS	Server Rack	Control	152.155.4.55	0			0	0	0	0					0			

The network topology of the system supported is as follows:



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Instruments Supported (Preferred Product Status)

Location	Device Designator	Device Description	Model	Part Number	Quantity
PAC-DWT	DWT_02	Controller	T2750M	T2750M-FAMBMTXXXX	2
PAC-DWT	-	Controller Terminator	T2750T	T2750T-IOCRRJ45XXXX	1
PAC-DWT	-	Baseplate	T2750B	T2750B-16RNONCDMXXXX	1
PAC-DWT	-	AI3 Module	2500MF	2500MF-C0F00000	4
PAC-DWT	-	AI3 Terminator	2500TF	2500TF-DU00F00000	4
PAC-DWT	-	AO2 Module	2500MF	2500MF-E0F00000	5
PAC-DWT	-	AO2 Terminator	2500TF	2500TF-NU00F00000	5
PAC-DWT	-	DI16 Module	2500MF	2500MF-60F00000	4
PAC-DWT	-	DI16 Terminator	2500TF	2500TF-6U00F00000	4
PAC-DWT	-	DO16 Module	2500MF	2500MF-70F00000	2
PAC-DWT	-	DO16 Terminator	2500TF	2500TF-7U00F00000	2
PAC-DWT	-	Power Supply	2750P	2750P/5A0	2
PAC-NPW	NPW_04	Controller	T2750	T2750M-FAMBMTXXXX	1 or 2?
PAC-NPW	-	Controller Terminator	T2750T	T2750T-IOCRRJ45XXXX	1
PAC-NPW	-	Baseplate	T2750B	T2750B-16RNONCDMXXXX	1
PAC-NPW	-	AI3 Module	2500MF	2500MF-C0F00000	4
PAC-NPW	-	AI3 Terminator	2500TF	2500TF-DU00F00000	4
PAC-NPW	-	AO2 Module	2500MF	2500MF-E0F00000	2
PAC-NPW	-	AO2 Terminator	2500TF	2500TF-NU00F00000	2
PAC-NPW	-	DI16 Module	2500MF	2500MF-60F00000	2
PAC-NPW	-	DI16 Terminator	2500TF	2500TF-6U00F00000	2

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PAC-NPW	-	DO16 Module	2500MF	2500MF-70F00000	1
PAC-NPW	-	DO16 Terminator	2500TF	2500TF-7U00F00000	1
PAC-NPW	NPW_06	Controller	T2750	T2750M-FAMBMTXXXX	1
PAC-NPW	-	Controller Terminator	T2750T	T2750T-IOCRRJ45XXXX	1
PAC-NPW	-	Baseplate	T2750B	T2750B-16RNONCDMXXXX	1
PAC-NPW	-	AI3 Module	2500MF	2500MF-C0F00000	3
PAC-NPW	-	AI3 Terminator	2500TF	2500TF-DU00F00000	3
PAC-NPW	-	AO2 Module	2500MF	2500MF-E0F00000	2
PAC-NPW	-	AO2 Terminator	2500TF	2500TF-NU00F00000	2
PAC-NPW	-	DI16 Module	2500MF	2500MF-60F00000	2
PAC-NPW	-	DI16 Terminator	2500TF	2500TF-6U00F00000	2
PAC-NPW	-	DO16 Module	2500MF	2500MF-70F00000	1
PAC-NPW	-	DO16 Terminator	2500TF	2500TF-7U00F00000	1
PAC-NPW	-	Power Supply	2750P	2750P/5A0	2
PAC-OB1	OB1_08	Controller	T2750	T2750M-FAMBMTXXXX	1 or 2?
PAC-OB1	-	Controller Terminator	T2750T	T2750T-IOCRRJ45XXXX	1
PAC-OB1	-	Baseplate	T2750B	T2750B-16RNONCDMXXXX	1
PAC-OB1	-	AI3 Module	2500MF	2500MF-C0F00000	4
PAC-OB1	-	AI3 Terminator	2500TF	2500TF-DU00F00000	4
PAC-OB1	-	AO2 Module	2500MF	2500MF-E0F00000	3
PAC-OB1	-	AO2 Terminator	2500TF	2500TF-NU00F00000	3
PAC-OB1	-	DI16 Module	2500MF	2500MF-60F00000	4
PAC-OB1	-	DI16 Terminator	2500TF	2500TF-6U00F00000	4
PAC-OB1	-	DO16 Module	2500MF	2500MF-70F00000	2

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PAC-OB1	-	DO16 Terminator	2500TF	2500TF-7U00F00000	2
PAC-OB1	OB1_0A	Controller	T2750	T2750M-FAMBMTXXXX	2
PAC-OB1	-	Controller Terminator	T2750T	T2750T-IOCRRJ45XXXX	1
PAC-OB1	-	Baseplate	T2750B	T2750B-16RNONCDMXXXX	1
PAC-OB1	-	AI3 Module	2500MF	2500MF-C0F00000	4
PAC-OB1	-	AI3 Terminator	2500TF	2500TF-DU00F00000	4
PAC-OB1	-	AO2 Module	2500MF	2500MF-E0F00000	3
PAC-OB1	-	AO2 Terminator	2500TF	2500TF-NU00F00000	3
PAC-OB1	-	DI16 Module	2500MF	2500MF-60F00000	4
PAC-OB1	-	DI16 Terminator	2500TF	2500TF-6U00F00000	4
PAC-OB1	-	DO16 Module	2500MF	2500MF-70F00000	2
PAC-OB1	-	DO16 Terminator	2500TF	2500TF-7U00F00000	2
PAC-OB1	-	Power Supply	2750P	2750P/5A0	2
PAC-OB2	OB2_0C	Controller	T2750	T2750M-FAMBMTXXXX	2
PAC-OB2	-	Controller Terminator	T2750T	T2750T-IOCRRJ45XXXX	1
PAC-OB2	-	Baseplate	T2750B	T2750B-16RNONCDMXXXX	1
PAC-OB2	-	AI3 Module	2500MF	2500MF-C0F00000	4
PAC-OB2	-	AI3 Terminator	2500TF	2500TF-DU00F00000	4
PAC-OB2	-	AO2 Module	2500MF	2500MF-E0F00000	4
PAC-OB2	-	AO2 Terminator	2500TF	2500TF-NU00F00000	4
PAC-OB2	-	DI16 Module	2500MF	2500MF-60F00000	4
PAC-OB2	-	DI16 Terminator	2500TF	2500TF-6U00F00000	4
PAC-OB2	-	DO16 Module	2500MF	2500MF-70F00000	2
PAC-OB2	-	DO16 Terminator	2500TF	2500TF-7U00F00000	2

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Customer First Support Contract

PAC-OB2	-	Power Supply	2750P	2750P/5A0	2
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The cost of repair or replacement of computers & network hardware is excluded in this agreement and are the responsibility of the City of Galveston.

8. CONTACT INFORMATION

8.1. CUSTOMER CONTACT INFORMATION

Customer shall provide the following information to Schneider Electric.

8.1.1. Customer Addresses

Customer shall provide the following addresses to Schneider Electric.

Site Name:	City of Galveston
Billing Address	
Shipping Address	
End User Address	
Sold To Address	

8.1.2. Purchasing & Accounts Payable Contacts

Customer shall provide contact information for purchasing and accounts payable to Schneider Electric.

NO.	CONTACT NAME	RESPONSIBILITY	CONTACT INFORMATION
1			Tel: Mobile: Fax: Email:
2			Tel: Mobile: Fax: Email:
3			Tel: Mobile: Fax: Email:

8.1.3. Site Identification

This Customer FIRST Support and Services Agreement covers the identified systems located at the following sites.

	Site Name and Location	City of Galveston	Galveston, Texas
1.	City of Galveston Waste Water Treatment	Foxboro A ² System	

8.2. SCHNEIDER ELECTRIC CONTACT INFORMATION

Schneider Electric shall provide contact information to the customer.

8.2.1. Individual Schneider Electric Contacts

The following individuals have assisted in preparing this Customer FIRST Support and Service Agreement.

NO.	CONTACT NAME	RESPONSIBILITY	CONTACT INFORMATION
1	Ronnie Gaussiran	Regional Service Manager	O: 713-329-8613 E: ronnie.gaussiran@schneider-electric.com
2	Bryan Sutherland	Senior Manager, Project Delivery Engineering	O: 703-724-7396 E: bryan.sutherland@schneider-electric.com

United States:**Schneider Electric Support Center**

Foxboro, MA, USA

Telephone: 1-866-746-6477 (toll-free USA)

Telephone: 1-508-549-2424

Facsimile: 1-508-549-4999

Email: systems.support@schneider-electric.com

8.2.2. Material Return Instructions and Contact Information

It is essential to confirm the correct address, instructions, and authorization for material return claims and Advantage upgrade claims prior to shipping a package to Schneider Electric.

For all material returns and exchanges, contact Schneider Electric via the contact points listed above or one of the Schneider Electric offices listed below to request a Return Material Authorization (RMA) number and the correct shipping address to which to return the material.

CUSTOMER SITE LOCATION	SCHNEIDER ELECTRIC LOCATION	CONTACT INFORMATION
United States of America (USA) <i>NOTE: Always contact the telephone numbers provided here for Return Material Authorization Number (RMA#) and shipping instructions prior to shipping unit.</i>	Schneider Electric Systems, Inc. Dept. 910 Field Service Receiving 15 Pond Street Foxboro, MA 02035 USA	Worldwide support: Telephone: +1 508-549-2424 Fax: +1 508-549-4999 Email: systems.support@schneider-electric.com USA toll free: Telephone: +1 866-746-6477

8.3. PURCHASE ORDER SUBMITTAL

To facilitate Purchase Order Processing and eliminate possible rework and review cycles, please ensure your Purchase Order includes the following information:

- The Purchase Order has an authorized signature and is dated.
- The Ship to Address is listed.
- The Invoice Address is listed.
- The Schneider Electric Quotation 18Q-0120-1, terms and conditions – will govern and supersede – any terms provided by Purchaser.

Contracts and Purchase Orders should be made out to: **Schneider Electric Systems USA, Inc.**

Send completed purchase orders to the Schneider Electric entity as follows:

FOR UNITED STATES ORDERS

Email: orderverification.eurotherm.us@schneider-electric.com

Fax: 703-724-7303 Attn: Order Management

Mail: Schneider Electric Systems USA, Inc.
Attn: Order Management
44621 Guilford Drive, Suite 100
Ashburn, Virginia 20147

9. COMMERCIAL SECTION

9.1. PROJECT TERMS AND CONDITIONS

Proposal Acceptance:	This proposal is valid for 120 calendar days from the date of - proposal.
Firm Prices:	Prices are in USD and are firm for all Customer FIRST Program support and services.
Taxes/Duties:	Sales taxes, duties and other fees are not included in this proposal.
Payment/Schedule	Payment schedule is defined in this proposal.
Services:	Customer FIRST Program support and services shall be performed as defined in the proposal and by local practice or labor law.
Others:	Unless stated as included elsewhere in the Proposal, all travel and living expenses are extra and will be invoiced at cost + 10%. Unless stated as included elsewhere in the Proposal, all engineering estimates do not include travel time which will be charged at an agreed to rate. This quotation assumes standard work 8-hour days, Monday through Friday, Schneider Electric holidays excluded.
Commercial Terms	Customer FIRST Program Terms and Conditions apply to this proposal. Modifications and additional Schneider Electric terms and conditions may be defined in this proposal.

9.2. CUSTOMER FIRST PROGRAM TERMS AND CONDITIONS

1. General. The Customer FIRST Program ("CFP") is a fee-based software and hardware maintenance and support program. By paying the CFP Fee and participating in the CFP, Customer agrees to all of the terms and conditions contained in the Proposal and these Customer FIRST Terms and Conditions (together, the "Agreement"). Any new Software or Goods will be provided per Schneider Electric Systems, Inc., d/b/a Schneider Electric USA, Inc. ("Schneider Electric") General Terms and Conditions of Sale of Goods and Services and License of Software.

1.1 Definitions.

(a) "Goods" shall mean all products, equipment, materials, spare parts, hardware, supplies, and accessories defined and supported under the Agreement.

(b) "CFP Fee" shall mean the fees described in the Proposal to be paid by Customer to Schneider Electric.

(c) The "Proposal" shall mean the document which may describe, among other things, the specific (i) support level chosen by the Customer, (ii) Services to be provided by Schneider Electric, (iii) CFP Fee, (iv) payment terms, and (v) Goods and/or Software covered under the Agreement.

(d) "Software" shall mean Schneider Electric computer software programs defined and supported under the Agreement in object code form including firmware and custom software, and instructions manuals, specifications and related documentation in written or electronic form, but excluding Third Party Products, their related instructions manuals and documentation, for which Schneider Electric grants Customer a license and which are supported under the Agreement. The terms and conditions of the Software license shall be set forth in Schneider Electric's end-user license agreement applicable to the particular Software at the time of delivery or, if such Software does not include an end-user license agreement at the time of delivery, then in accordance with the Software license terms and conditions set forth in a written agreement between Schneider Electric and Customer.

(e) "Services" shall mean the support services described in the Schneider Electric Proposal.

(f) "Specifications" shall mean the Schneider Electric standard specifications applicable to the Goods and/or Software or the specific requirements agreed upon, in writing, between Schneider Electric and Customer in relation to the Goods and Software.

(g) "Third Party Products" shall mean products and software of a third party vendor. If Third Party Products are supplied by Schneider Electric to Customer, unless otherwise agreed in writing by Schneider Electric, such supply is made on a "pass-through" basis only and is subject to the terms and conditions of the third party vendor, including but not limited to warranties, licenses, indemnities, limitation of liability, prices and changes thereto.

2. Purchase. The CFP is priced based on the value of Schneider Electric Software licenses owned (or being purchased) by the Customer site at the time the CFP Fee is paid and the support level selected by Customer, and, in the case of Goods, is based on the type and number of Goods owned (or being purchased) by the Customer and the support level selected by Customer at the time the CFP Fee is paid. Following payment of the CFP Fee, any new Software or Goods purchased by the Customer during the Agreement term must be purchased with coverage under the CFP, which will be pro-rated to expire at the same time as the initial expiration date. Alternatively, a Customer may opt to back-charge applicable CFP Fees for the new Software and Goods at the time of renewal, including back charges plus a minimum of one year agreement duration. Unless otherwise agreed in writing by Schneider Electric, Schneider Electric reserves the right to increase CFP Fees one time per calendar year. Unless otherwise agreed upon in writing, Customer shall reimburse Schneider Electric for expenses incurred by Schneider Electric to perform the Services, including but not limited to travel and living expenses.

To enroll in and purchase the CFP (Standard, Premium and Elite levels provide free software version upgrades) for Software only, a Customer must possess (not necessarily be running) the most current version of Schneider Electric Software as a prerequisite. If a Customer is running a non-current / non-preferred version of Schneider Electric Software, they must first purchase an upgrade to the current / preferred version. Schneider Electric may offer incentives for Customers to purchase version upgrades.

Except as stated in Section 8.2 (a), the CFP Fee for any initial, renewal, prorated or other term is non-refundable.

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Unless otherwise stated in the Proposal, the CFP Fee and all other fees and expenses under the Agreement are due and payable by Customer within thirty (30) days of Customer's receipt of Schneider Electric's invoice.

2.1 Support Reinstatement for Lapsed Enrollment. Schneider Electric strongly encourages Customers to renew their Customer FIRST support enrollment on time; in other words, prior to the expiration date. Customer's ability to access Schneider Electric technical support and service resources will expire with the Customer FIRST agreement end date. Additionally, should a lapse in support enrollment occur, Customers may be assessed a reinstatement fee. The amount of the reinstatement fee may increase the longer the enrollment has lapsed.

3. Customer FIRST Program Levels. The CFP portfolio offers a wide choice of offerings to meet Customer business requirements. Specific program level benefits are described in the Schneider Electric Proposal and the CFP User Guide.

4. Scope of Support. Schneider Electric provides Services in accordance with the Schneider Electric lifecycle support policy applicable to the Agreement-covered Software and Goods. The Schneider Electric lifecycle policy is published on the Schneider Electric brand support websites, and may be referenced in the Schneider Electric Proposal and CFP Guide. Although Schneider Electric and its Certified Support Providers (third parties retained by Schneider Electric to provide Services to Customers under the CFP, including but not limited to Authorized Distributors and other support providers) may attempt to resolve issues arising in earlier Schneider Electric goods or software versions, they do not have any obligation to do so under any support level in the CFP unless extended support for obsolete versions is available and purchased on a product by product basis.

4.1 Support Exclusions.

(a) Unless otherwise agreed in writing by Schneider Electric, Schneider Electric does NOT provide Services under the CFP for Third Party Products, including but not limited to Crystal Reports. If Schneider Electric services Third Party Products at Customer's written request, Schneider Electric's services shall be rendered "AS-IS" and without warranty of any kind and such services shall be for an additional fee at Schneider Electric's then current service rates.

(b) Customer shall be responsible for payment for Schneider Electric equipment and materials if Customer's employees, agents, consultants or contractors working on Schneider Electric equipment or materials causes malfunction or failure of such equipment or materials. If such an event occurs, Schneider Electric equipment and materials will be billed to Customer at the then current rates for such equipment and materials and Customer shall also pay Schneider Electric for any associated services as a result of such malfunction or failure.

(c) Schneider Electric and non-Schneider Electric system goods and software not specifically listed in the Proposal as covered under the support level purchased by Customer are NOT covered under the Agreement. Technical assistance rendered via any means of personal communication (including but not limited to telephone, facsimile, postal mail, email, texting, and web-enabled chat), remote connection and diagnosis, material, labor or other support assistance provided by Schneider Electric to resolve an issue involving non-listed equipment is chargeable to Customer at the then-current Schneider Electric service rates.

(d) Schneider Electric will NOT provide Services on Schneider Electric software or goods from or repaired by a non-Schneider Electric-authorized agent, distributor, reseller or other third party. If any issues occur that are attributable to third-party procured material or services, all work performed by Schneider Electric will be subject to invoicing at the then-current Schneider Electric service rates.

(e) Unless specifically purchased as an option under the Agreement and described in the Schneider Electric Proposal, planning, installation, testing, and documentation of expansions, modifications and software upgrades of custom application or third party programs are NOT covered under the CFP.

(f) Unless otherwise agreed in writing by Schneider Electric, Goods identified as obsolete phase or due to become obsolete under the Schneider Electric lifecycle support policy during the Agreement term will be excluded and will NOT be supported.

(g) Goods identified as lifetime phase under the Schneider Electric lifecycle support policy will be supported for a maximum of one year. The product lifecycle categorization will be reviewed during the annual installed product

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assessment to determine whether it is anticipated that the product(s) will move to the obsolete phase during the next 12 months.

(h) All decisions made by Customer relating to the implementation of Schneider Electric's advice and recommendations are the sole responsibility of Customer. To the extent Services are of an advisory nature, no specific business result is assured or guaranteed.

5. Access to Facilities and Equipment. The Customer will furnish at no cost to Schneider Electric suitable and safe working space, storage space, adequate telephone, light, ventilation, regulated electric power, and outlets for testing purposes. These facilities will be within a reasonable distance from Goods or Software covered under the Agreement. Schneider Electric shall have full and free access to the Goods and Software in order to provide any on-site corrective support Services under the Agreement. Customer will identify person(s) who will interface with the Schneider Electric or other designated support center under the terms of the Agreement.

Any maintenance or repair services performed on the Goods or Software by Customer or third party personnel resulting in additional material or corrective support service requirements by Schneider Electric will be invoiced at then current time and material service rates.

6. Remote Services Security. (Applicable to systems using RemoteWatch or legacy Schneider Electric-proprietary Remote Services) Remote Services communication will be conducted only by Schneider Electric trained specialists working in a secured area using authorized connectivity equipment with security and auto log-on features. Access by Schneider Electric to the Customers system from the RemoteWatch Server is permitted only via Customer-maintained security credentials. All session screen information will be recorded and archived by Schneider Electric with date and time stamp. Data indicating health status of the customer system will be transported via connection initiated from the RemoteWatch Services server. Any work accomplished on a customer system must be authorized by a customer representative. Communication processors, servers, routers, modems and other equipment used in conjunction with Remote Services are the property of Schneider Electric and shall be returned to Schneider Electric upon termination of the Agreement.

7. On-Site Services.

(a) Services or travel in excess of normal workday, and any Services or travel on Saturdays, Sunday or nationally observed holidays shall be invoiced by Schneider Electric as defined by local practice, or by labor law as applicable, or as defined in a written agreement between Schneider Electric and Customer. The normal work day shall be defined by local practice, or by labor law as applicable, or as defined in a written agreement between Schneider Electric and Customer.

(b) Unless otherwise agreed in writing by Schneider Electric and Customer, all on-site Services will be billed to Customer at the then current Schneider Electric service rates. There shall be a minimum charge of four (4) hours where hourly rates are applicable, or one (1) day where daily rates are applicable for service and travel time.

(c) When shift work other than the normal workday is required, a premium rate shall be added for Services during the other shifts and an additional premium shall be added for work in excess of normal workday during these other shifts, in accordance with local practice, or labor law as applicable, or as defined in a written agreement between Schneider Electric and Customer.

(d) Service time committed in advance by Schneider Electric on the basis of pre-specified number of days shall not be deemed to include overtime or shift work. If overtime or shift work is required on such commitments, the pre-specified time so committed in advance shall be appropriately reduced.

(e) Unless the Schneider Electric representative has been released from the job site, or has completed his assignment, the Customer will pay Schneider Electric charges computed as if the Schneider Electric representative was working a normal work week, regardless of whether or not the representative is prevented from working due to delays beyond his control.

(f) Release from the job site shall entitle the representative to return to his point of origin, with travel time and expenses chargeable to Customer.

(g) Standby time is defined as that time during which an Schneider Electric representative is requested to remain in readiness and available for Services commencing at the convenience of the Customer. Such time shall be considered

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as time worked, whether or not the representative is at the job site, and Customer will be billed accordingly. If standby time is outside normal working hours, overtime rates will be applicable. Standby time will be added to time actually worked for the computation of overtime charges, etc.

(h) The Schneider Electric representatives reserve the right to refuse to work under hazardous conditions. All staging and rigging required for access to equipment to be serviced shall be erected by and at the expenses of Customer or third parties and shall comply with reasonable safety requirements. The Schneider Electric representative shall comply with all plant safety regulations given to such representative in writing. However, any protective clothing or equipment, except the standard safety hat, required by Customer regulations shall be provided by Customer at Customer's sole cost.

(i) Schneider Electric representatives are authorized to act only in a consulting capacity and are not authorized or licensed to operate equipment. All responsibility for operating equipment shall rest with Customer or third parties.

(j) Unless otherwise agreed in writing by Schneider Electric, all parts identified as requiring replacement during a non-warranty related service call shall be invoiced at Schneider Electric's current list prices.

8. Term. The term of the Agreement shall be as stated in the Schneider Electric Proposal ("Term"). Notwithstanding anything else in a Customer purchase order or other order document, or if the Customer purchase order or other order document is issued for a period of less than the Term of this Agreement, Customer agrees that the Term of the Agreement shall be the stated Term, and such Term shall take precedence over any other period stated elsewhere. If Customer issues a Customer purchase order or other order document for less than the full Term, Customer's failure to issue a subsequent Customer purchase order or other order document for the remainder of the Term shall be considered a Termination for Convenience pursuant to Section 8.2(b) hereafter. Thereafter, subject to the other limitations and requirements described in the Schneider Electric Proposal and herein, the Agreement may be renewed for future terms. Renewal of the Agreement requires the mutual written consent of Customer and Schneider Electric. All software licenses and Goods for a given Schneider Electric brand (including but not limited to Avantis, Eurotherm, Foxboro, SimSci-ESSCOR, Triconex and Wonderware) at a participating site must be covered under the CFP during the initial term or any renewal or prorated terms.

8.1 Termination. The Agreement may be terminated by Schneider Electric and all Services under the CFP stopped if:

(a) Customer has breached any of its material obligations under the Agreement and has not cured such breach within thirty (30) days of receipt of a notice of default from Schneider Electric;

(b) Customer has breached any of its material obligations under any Schneider Electric end user licensing agreement and Customer has not cured such breach within thirty (30) days of receipt of a notice of default from Schneider Electric;

(c) Customer does not use the Services for its own internal business purposes or uses the Services to provide similar services related to the Software or Goods to any third party and Customer has not cured such breach within thirty (30) days of receipt of a notice of default from Schneider Electric; or,

(d) Customer fails to pay the CFP Fee when due and Customer has not cured such breach within ten (10) days of receipt of a notice of default from Schneider Electric.

8.2 Termination For Convenience.

(a) Schneider Electric may at any time, without cause, terminate the Agreement and stop all Services under the CFP, by giving Customer ninety (90) days written notice of such termination. If Schneider Electric elects to terminate under this Section 8.2(a) prior to the end of the then-current Agreement term, then Customer shall be entitled to a pro-rated refund of CFP Fees actually paid by Customer to Schneider Electric.

(b) Customer may terminate the Agreement without cause by giving Schneider Electric ninety (90) days written notice of such termination prior to the specified termination date. Upon termination of the Agreement, Customer shall pay Schneider Electric (i) all fees and expenses (including but not limited to CFP Fees) earned or incurred in connection with the performance of the Services under the Agreement until the effective date of such termination ("Fees and Expenses"); (ii) any and all reasonable costs directly related to Customer's termination pursuant to this provision, including costs associated with personnel reassignment, travel and other administrative requirements, which termination costs equal 25% of the remaining balance of the total Agreement value and (iii) a Termination Fee equal to 2.5 % of the Agreement value.

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8.3 No Damages for Termination. Schneider Electric will not be liable to Customer for any claims or damages of any kind arising out of termination of the Agreement in accordance with Sections 8.1 ("Termination") or 8.2 ("Termination For Convenience").

9. Suspension of Services. Without prejudice to other remedies available by law, Schneider Electric reserves the right to suspend Services if Customer does not comply with its obligations under the Agreement.

10. Work Product and Residual Rights. "Work Product" means any new or useful art, discovery, improvement, deliverable, process, invention, modification, enhancement, product, software, whether or not copyrightable or patentable, inclusive of all related know-how, trade secrets, and any other tangible or intangible technical material or information. Any Work Product developed under the Agreement is not to be considered made-for-hire under the United States Copyright Act and, at all stages of development, will remain the sole and exclusive property of Schneider Electric. Customer further agrees that it will take all actions and execute and deliver all documents requested by Schneider Electric in order to evidence Schneider Electric's rights in and to the Work Product. It is agreed and understood that Schneider Electric is otherwise free to use its general knowledge, skills and experience and any general ideas, concepts or know-how and techniques related to or derived from the performance of Services under the Agreement.

10.1 Confidential Information. "Confidential Information" shall mean any and all information in any form that disclosing party provides to receiving party in the course of the Agreement and that either (i) has been marked as confidential; or (ii) is of such nature that a reasonable person would consider confidential under like circumstances. Notwithstanding the foregoing, Confidential Information shall not include any information, however designated, which the receiving party can show (a) is or has become generally available to the public without breach of the Agreement by the receiving party, (b) became known to the receiving party prior to disclosure to the receiving party by the disclosing party, (c) was received from a third party without breach of any nondisclosure obligations to the disclosing party or otherwise in violation of the disclosing party's rights, or (d) was developed by the receiving party independently of any Confidential Information received from the disclosing party. Additionally, Confidential Information does not include work product resulting from the Services performed hereunder.

Each party or third party whose Confidential Information has been disclosed retains ownership of its Confidential Information. Each party agrees to (i) protect the Confidential Information received from the disclosing party in the same manner as it protects the confidentiality of its own proprietary and confidential materials but in no event with less than reasonable care; (ii) use the Confidential Information received from the disclosing party only in furtherance of the business relationship between the parties. Upon termination of the Agreement or upon written request submitted by the disclosing party, whichever comes first, the receiving party shall return or destroy, at the disclosing party's choice, all of the disclosing party's Confidential Information. Neither party shall, except with respect to its employees, contractors or agents with a need to know for purposes of the Agreement, disclose to any person any Confidential Information received from the disclosing party without the disclosing party's prior written consent. However, the receiving party may disclose Confidential Information pursuant to an order of a court or governmental agency, provided that the receiving party shall first notify the disclosing party of such order and afford the disclosing party the opportunity to seek a protective order relating to such disclosure.

A receiving party's obligations hereunder, including the obligations to protect and preserve the secrecy of Confidential Information delivered hereunder will survive any termination or expiration of the Agreement for a period of five (5) years from the date of disclosure.

11. Limited Warranties and Exclusive Remedy. Services will be performed in a professional manner and warranted for a period of 90 days from the date of Service. Schneider Electric warrants that any parts, for Goods which are supplied while performing Services under the Agreement, will be free from material defects for a period of 90 days following delivery of such parts. Additionally, Schneider Electric warrants that any Software upgrades, patches, service packs, quick fix, quick custom, or corrective fixes which are supplied while performing Services under the Agreement, will be free from material defects for a period of 90 days following delivery of such Software upgrades, patches, service packs, quick fix, quick custom or corrective fixes. For any breach of these warranties, a Customer's exclusive remedy, and Schneider Electric's entire liability, shall be the reperformance of the Services or repair or replacement of such parts, Software upgrades, patches, service packs, quick fix, or quick custom.

DISCLAIMER OF ALL OTHER WARRANTIES

THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SCHNEIDER ELECTRIC, ITS DEALERS,

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DISTRIBUTORS OR AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES SET FORTH ABOVE AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. SCHNEIDER ELECTRIC DOES NOT WARRANT THAT THE SOFTWARE OR GOODS WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE SOFTWARE OR GOODS WILL OPERATE IN COMBINATIONS OTHER THAN AS SPECIFIED IN SCHNEIDER ELECTRIC'S DOCUMENTATION, THAT THE OPERATION OF THE SOFTWARE OR GOODS WILL BE UNINTERRUPTED OR

ERROR-FREE OR THAT THE SOFTWARE, GOODS OR SERVICES, INCLUDING BUT NOT LIMITED TO CYBER SECURITY SERVICES, WILL PROTECT AGAINST ALL POSSIBLE SECURITY THREATS, INTERNET THREATS OR OTHER THREATS OR INTERRUPTIONS.

12. Liability Limitation and Exclusion of Damages. In no event shall Schneider Electric be liable for any indirect, incidental, special, punitive or consequential damages, or damages for loss of profits, revenue, data or use, incurred by a Customer or third party, whether in an action in contract or tort, even if Schneider Electric has been advised of the possibility of such damages. Schneider Electric's liability for damages hereunder or relating hereto (whether in an action in contract or tort) shall in no event exceed the amount of fees paid to Schneider Electric by Customer with respect to the Services provided to Customer within the 12 month period prior to the time such liability arose. The provisions of this Section 12 allocate the risks between Schneider Electric and a Customer and Schneider Electric's pricing reflects this allocation of risk and the limitation of liability specified herein.

13. Taxes. CFP Fees and other fees due under the Agreement do not include state, federal, local sales tax, use, excise, valued added or other similar taxes, all of which will be paid by Customer.

14. Relationship of Parties. The parties to the Agreement are independent contractors. There is no relationship of agency, partnership, joint venture, employment, or franchise between the parties. Neither party nor its employees has the authority to bind or commit the other party in any way or to incur any obligation on its behalf.

15. Customer's Obligations.

(a) Customer shall indemnify, hold harmless and defend Schneider Electric from and against any claims, damages or liabilities asserted by any third party against Schneider Electric as a result of Schneider Electric's access to Customer's or Third Party Products including but not limited to claims, damages or liabilities for infringement of any third party's intellectual property rights.

(b) Schneider Electric's performance depends upon Customer's timely and effective cooperation, including providing Schneider Electric with reasonable facilities, timely access to appropriate data and information, timely decisions and approvals and appropriately skilled Customer personnel. Schneider Electric will not be liable for any failure to perform Services under the Agreement, to the extent that the failure is caused by Customer's lack of cooperation. Schneider Electric may rely upon the accuracy and completeness of data, material, and other information furnished by Customer, without any independent investigation or verification.

16. Severability. If any provision of the Agreement is determined by a court of competent jurisdiction to be in violation of any applicable law or otherwise invalid or unenforceable, such provision will to such extent as it will be determined to be illegal, invalid or unenforceable under such law be deemed null and void. The Agreement will otherwise remain in full force and effect.

17. No Implied Waivers. The failure of either party to exercise any right or option granted under the Agreement, or to require the performance by the other party hereto of any provision of the Agreement, will not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of the same or any other provision of the Agreement.

18. Assignment. Customer may not assign the Agreement, in whole or in part, without Schneider Electric's prior written consent. Any attempt to assign the Agreement without such consent will be null and void. Subject to the foregoing, the Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

19. Translation. The language of the Agreement is expressly stipulated to be English. In the event that the Agreement is translated into another language, the English language version of the Agreement shall govern for purposes of interpretation and enforcement.

Customer First Support Contract

20. Force Majeure. Except for payments due under the Agreement, neither party will be responsible to the other for any failure or delay in its performance due to acts of God or other unforeseen circumstances beyond the reasonable control of either party, provided that such party gives prompt written notice thereof to the other party and uses its diligent efforts to resume performance.

21. Compliance.

(a) Restricted Rights Legend - U.S. Government Users. The software is a "commercial item" as that term is defined at 48 CFR 2.101 (October 1995), consisting of "commercial computer software" and "commercial computer software documentation", as such terms are used in 48 CFR 12.212 (September 1995), and is provided to the U.S. Government only as a commercial end item. Consistent with 48 CFR 12.212 and 48 CFR 227.7202-1 through

227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only those rights set forth herein. Contractor/ manufacturer is Schneider Electric Systems, Inc., 5601 Granite Parkway, Suite 1000, Plan, TX 75024. Telephone: (469) 365-6400.

(b) Export Restrictions. Customer agrees to comply fully with all applicable international and national export laws and regulations, including the U.S Export Administration Regulations and the Office of Foreign Asset Control Regulations, as well as end-use and destination restrictions issued by the U.S and foreign governments to assure that neither the Software nor Goods nor any direct product thereof are (i) exported, directly or indirectly, in violation of export laws; or (ii) are intended to be used for any purposes prohibited by the export laws.

22. Governing Law and Dispute Resolution. The Agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts, USA, without regard to the conflict of laws provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement. The governing language for the Agreement shall be English, and no concurrent or subsequent translation of the Agreement into any language shall modify any term of the Agreement and the English language version of the Agreement shall control in the event of conflict. Any claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by final and binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and its Optional Procedures for Large, Complex Commercial Disputes. The arbitration shall be heard and determined by a panel of three (3) arbitrators selected by the AAA. The arbitrators shall have exclusive authority to resolve any and all disputes relating to procedural and substantive questions of arbitrability, including but not limited to, choice of venue and choice of law issues, and the formation, interpretation, applicability, scope, and enforceability of this agreement to arbitrate. The parties shall be entitled to conduct discovery in accordance with the Federal Rules of Civil Procedure under the supervision of the arbitrators. The arbitration proceeding shall occur in Boston, Massachusetts. The parties shall equally share the arbitrators' fees, and the arbitration and all related proceedings and discovery shall take place pursuant to a protective order entered by the arbitrators that adequately protects the confidential nature of the parties' proprietary and confidential information. The prevailing party in such arbitration shall be entitled to recover its reasonable attorney's fees. In no event shall any arbitration award provide a remedy beyond those permitted under the Agreement, and any award providing a remedy beyond those permitted under the Agreement shall not be confirmed, no presumption of validity shall attach, and such award shall be vacated. No claim may be brought as a class action, combined or consolidated with any other proceeding, nor may any proceeding be pursued in a representative capacity or on behalf of a class. Neither party has the right to act as a class representative or participate as a member of a class of claimants with respect to any claim. Either party may, without waiving any remedy under the Agreement, seek from any court of competent jurisdiction any interim or provisional relief that such party deems necessary to protect its confidential information and property rights, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the claim).

23. Survival of Provisions. The Sections of the Agreement that by their nature survive expiration or termination of the Agreement include but are not limited to the following Sections: Section 8.3 ("No Damages For Termination"), Section 10 ("Work Product and Residual Rights"), Section 10.1 ("Confidential Information"), Section 11 ("Limited Warranties and Exclusive Remedy"), Section 12 ("Liability Limitation and Exclusion of Damages"), Section 13 ("Taxes"), Section 15 (a), Sections 16-22 and Sections 23-24.

24. Entire Agreement. The Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior or contemporaneous representations, understandings or agreements whether written or oral, relating to its subject matter. The Agreement may be amended or modified only by a writing that is signed by authorized representatives of both parties. The Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. No terms, provisions or conditions of any request for proposal, purchase order, acknowledgement or other business form that Customer may use in connection

Life Is On

Eurotherm.

by **Schneider Electric**

Customer First Support Contract

with the Agreement will have any effect on the rights, duties or obligations of the parties hereunder, or otherwise modify, the Agreement, regardless of any failure of Schneider Electric to object to such terms, provisions or conditions.

10. AGREEMENT ACCEPTANCE

Execution of this Agreement or receipt of a Purchase Order represents acceptance into the Customer FIRST program and acceptance of these terms and conditions for the term indicated above.

PURCHASER	
Client (Company) Name	City of Galveston
Address	
City/State/Zip	
Country	USA
Authorized Purchaser Representative	
Title	
Date	

SCHNEIDER ELECTRIC	
Schneider Electric Local Entity Name	Schneider Electric Systems USA Inc.
Acceptance By	
Title	Senior Manager, Solutions & Services Delivery
Date	October 25th, 2018

ADDENDUM #1

EUROTHERM BY SCHNEIDER ELECTRIC Customer Support Agreement MWTP - 18Q-0120-1

THIS ADDENDUM #1 is by and between the City of Galveston, a Municipality incorporated under the laws of the State of Texas, Galveston Texas, and **Schneider Electric Systems USA, INC., (Company)** located at 44621 Guilford Drive, Suite 100, Ashburn, VA 20147 or Boston One Campus, 800 Federal Street, Andover, MA, 01810, is entered into on this 1st day of January 2019.

WHEREAS, The City of Galveston and Company have entered into an agreement for an annual Customer Support contract for the Foxboro A2/PAC System Platform at the Galveston *Main Waste Water Treatment Plant*; and,

WHEREAS, the details of this Agreement include Company Quote **18Q-0120-1**, dated August 13, 2018; and its attached and corresponding Customer First Support Agreement as amended and incorporated herein for all intents and purposes.

WHEREAS, the City and Company, agree to make the following provisions or amendments a part of the Company Customer Service Agreement (Agreement).

1. The obligations of the City of Galveston to make payments to Company are subject to appropriation by the City of Galveston of funds that are lawfully available to be applied to such purpose.
2. The term of the Agreement shall be for three (3) years. The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed Thirty-five thousand three hundred eight dollars and thirty-eight cents (\$35,308.38), Thirty-six thousand three hundred fifty-one dollars and ninety-nine cents (\$36,351.99) and Thirty-seven thousand four hundred twenty-six dollars and forty-four cents (\$37,426.44) respectively for the three years.
3. The City shall not be responsible for payment to Company for any additional services or expenses not specifically included in Company quote except upon execution of an amendment to this Agreement in writing by both parties. Parties shall attempt to resolve any payment disputes within sixty (60) days or the matter may be submitted to mediation.
4. The parties agree that Company will provide proof of insurance in accordance with:

Required Insurance: Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project; Automobile Liability Insurance, Worker's Compensation Insurance and Professional Liability Insurance. Limits are to be equal to or greater than:

a. Commercial general liability insurance:

\$2,000,000 general liability (includes products and personal, etc.)

\$1,000,000 fire damage

\$1,000,000 automobile damage

\$500,000 workers compensation employers' liability

Statutory limits for workers compensation

Insurance coverage shall be on an **"occurrence basis"**

- b. Company agrees to notify City in the event the limits of its insurance should fall below the required City coverage's or if the insurance policies lapse and substitute insurance is not obtained.

5. Paragraph (8.1) "Termination" shall be amended to add:

(e) If, through any cause, Company shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if Company shall violate any of the covenants, agreements, or stipulations of this agreement, the City shall thereupon have the right to terminate this agreement by giving written notice to Company of such termination and specifying the effective date thereof, at least thirty days before the effective date of such termination.

6. Paragraph (8.2) "Termination for Convenience" shall be amended to read:

(b) The City may terminate the Agreement without cause by giving Company ninety (90) days written notice of such termination prior to the specified termination date. Upon notice of termination to Company, services/expenses provided thereafter shall be provided after written express approval has been granted to Company by the City. If the agreement is terminated by the City as provided herein, Company will be paid for the time provided and expenses, as approved by the City, incurred up to the termination date.

7. Paragraph (8.3) "No Damages for Termination" shall be amended to add:

Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Company by the Company.

8. Paragraph (15) "Customer's Obligations" shall be amended to add:

(c) Company shall indemnify, defend, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any third party claims, actions, lawsuits, proceedings, damages, loss, damage, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent of any negligent act or omission of Company or those acting under Company's supervision or control. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify, and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

9. Paragraph (22) "Governing Law and Dispute Resolution" shall be removed and amended to read:

This Agreement shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Agreement, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Agreement or the Work.

Except as amended herein, all other terms and provisions of the agreement shall remain in full force and effect. In case of conflict, the terms of this Addendum take precedence.

The party signing this Agreement represents that this Agreement and the transactions contemplated in this Agreement and the execution and delivery of this Agreement have been duly authorized by all necessary directors, officers, or agents.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

City of Galveston, Texas

Schneider Electric Systems USA Inc.

By: _____

By:  _____

Print: Brian Maxwell, City Manager

Print: Bryan Sutherland

Date: _____

Date: 1st December 2018

ATTEST:

By: _____
Janelle Williams,
City Secretary

APPROVED AS TO FORM:

By: _____
City Attorney's Office

Sole Source Letter

SOLE SOURCE JUSTIFICATION

Schneider Electric Systems USA, Inc. - Eurotherm US Division - Preventative Maintenance Services

The materials and services listed in Customer First Support Contract **18Q-0120-1**, dated August 13th, 2018, are available from only one source, and competition is precluded for reasons indicated below. There are no substitutes available, or alternative suppliers for these items.

Restricted to the following source:

Manufacturer: Schneider Electric Systems USA, Inc. - Eurotherm US Division
Manufacturer's Dealer/Representative: None exist for the specified items.

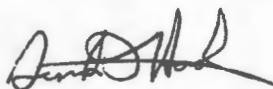
Description of the item / services required:

Schneider Electric Systems USA, Inc. A² Automation System Customer First Support Contract, comprising:

- Preventative Maintenance Services
- On-site Corrective Assistance
- Module Exchange Program

The above specified materials and services must be compatible in all aspects (form, fit, and function) with the existing system. These materials and services are available only from Schneider Electric Systems USA, Inc. - Eurotherm US Division. Furthermore, Schneider Electric Systems USA, Inc. - Eurotherm US Division supplied the original system. Together, this uniquely qualifies Schneider Electric Systems USA, Inc. - Eurotherm US Division as the sole source.

Sincerely,



Derek Hook
Senior Business Development Manager
Eurotherm by Schneider Electric
E: derek.hook@schneider-electric.com
M: (954) 294-3705



CITY OF GALVESTON Sole Source Justification

Vendor: Schneider-Electric Systems USA, Inc. Vendor #: _____

Requisition #: _____

Product/Service: Schneider-Electric USA, Inc. is the sole source provider for maintenance of Foxboro A2/PAC SACAD systems equipment that is being used at the City of Galveston's Main Wastewater Treatment Plant.

Estimated expenditure for the above commodity or service: \$35,308.38 for 2019, \$36,351.99 for 2020 and \$37,426.44 for 2021.

This form must be completed for each requisition/contract that provides for proprietary (sole source) acquisition of goods and services valued at a total amount of \$1,000 or more. If more space is needed, please attach additional page(s). Inadequate justification or documentation for a request for non-competitive procurement will result in a solicitation of bids or quotes.

Unique Features. Specify the unique features or characteristics of the goods or services that are requested:

Schneider-Electric USA, Inc. is the sole source provider for maintenance of Foxboro A2/PAC SACAD systems

Special Needs. Briefly explain why the unique specifications restrict the requisition to one manufacturer or provider:

Schneider-Electric USA, Inc. is the sole source provider for maintenance of Foxboro A2/PAC SACAD systems

Other Sources. State the reason or reasons why competing products are not satisfactory, e.g. a justification for the proprietary (sole source) acquisition:

Check all entries below that apply to the proposed purchase. (More than one entry will apply to most sole source products/services requested).

1. ☒ SOLE SOURCE REQUEST IF FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO OTHER DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item No. 3 also must be completed.)
2. ☐ SOLE SOURCE REQUEST IS FOR THE ONLY GALVESTON COUNTY AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item No. 3 also must be completed.)
3. ☒ THIS IS THE ONLY ITEM OR SERVICE REASONABLY KNOWN THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
4. ☒ CAPTIVE REPLACEMENT PARTS OR COMPONENTS FOR EQUIPMENT: THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)

5. ☒ THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION OR COMPATIBILITY WITH EXISTING EQUIPMENT OPERATIONS OR SERVICES. (Attach Memorandum describing basis for standardization request.)
6. ☐ NONE OF THE ABOVE IS APPLICABLE. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN THE ATTACHED MEMORANDUM.

The undersigned attests that the above is true and correct and requests that this purchase be exempt from the City's purchasing policies and applicable state law requirements for competitive procurement.

Angelo Grasso

Department Director (Print Name)

Department Director (Signature)

Public Works

Department

Date

(FOR PURCHASING DEPARTMENT USE ONLY)

APPROVED

NOT APPROVED

REASON, IF NOT APPROVED: _____

BY: _____

DATE: _____



City of Galveston

DEPARTMENT OF PUBLIC WORKS

Angelo Grasso, Director of Municipal Utilities

agrasso@galvestontx.gov | Office Number: (409) 797-3962 | www.galvestontx.gov

November 30, 2018

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members

From: Angelo Grasso, Director of Municipal Utilities

RE: City Council to consider for approval, annual maintenance contracts for 3 years on Foxboro A2/PAC system and equipment at Supply Division Water Pump Stations and various Elevated Storage Tank facilities from sole source provider Schneider-Electric Systems USA Inc. The cost of the annual contracts are \$59,626.18 for 2019, \$67,231.09 for 2020 and \$69,571.06 for 2021. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. This Water Supply System is responsible for supplying pressurized potable water to the City's water system.
- B. When the 30th Street and 59th Street Pump Stations were constructed, Invensys Foxboro A2/PAC SCADA system and equipment were installed so that the City's Water Supply Division could monitor the pump station facilities 24 hours a day.
- C. Invensys Systems Inc. is the sole source provider for maintenance on their systems. Invensys Systems Inc. has been purchased by Schneider-Electric Systems USA, Inc. They have provided the City of Galveston with annual maintenance contracts for the past few years that have covered the following:
 - Emergency call-outs
 - Equipment Parts
 - Equipment Repairs
 - Preventative maintenance.
- D. In the previous year the contract was used by the Supply Division to have emergency repairs made quickly to critical Invensys equipment.

II. Current Situation

- A. It is time to renew the annual contract for the maintenance of the Schneider-Electric Systems USA Inc. The proposed annual maintenance contracts for the next 3 years will cost the following amounts:

Year 1 (2019)	\$59,626.18
Year 2 (2020)	\$67,231.09
Year 3 (2021)	\$69,571.06





City of Galveston

DEPARTMENT OF PUBLIC WORKS

Angelo Grasso, Director of Municipal Utilities

agrasso@galvestontx.gov | Office Number: (409) 797-3962 | www.galvestontx.gov

- B. In the event there was not a maintenance contract in place, the City would suffer from delays in needed maintenance and repairs to the Invensys System Inc. equipment and potentially endanger the City's ability to provide potable water.

III. Issues

1. Cost – \$196,428.33 over a 3 Year Period
2. Timing – With annual contract soon expiring, the approval must come as soon as possible.
3. Impact or ramifications – Services calls and replacement parts for Supply Division Foxboro A2/PAC SCADA system could cripple the Water Supply Divisions Maintenance Budget

V. Recommendation

City Council to approve the annual maintenance contracts for 3 years on Foxboro A2/PAC system and equipment at Supply Division Water Pump Stations and various Elevated Storage Tank facilities from sole source provider Schneider-Electric Systems USA Inc. The cost of the annual contracts is \$59,626.18 for 2019, \$67,231.09 for 2020 and \$69,571.06 for 2021.

VI. Fiscal Impact Report

Requested by:	Angelo Grasso, Director of Municipal Utilities
Funding Source:	Supply Division Maintenance Contract 4010-611000-611803-531240
Costs of implementation:	Year 1 (2019) = \$59,626.18 Year 2 (2020) = \$67,231.09 Year 3 (2021) = \$69,571.06 Total for 3 Years = \$196,428.33

Respectfully Submitted,

Respectfully Submitted

Angelo Grasso
Director of Municipal Utilities

Brandon Cook, Assistant City Manager
of Development and Municipal Services



Quotation

Our Reference: 18Q-0122-3

Date: December 1, 2018

City of Galveston, Texas
PO Box 779
Galveston, Texas 77550

For the Attention of: Mr. Angelo Grasso

Customer First Support Contract for the Galveston Supply Division Facilities

Dear Mr. Grasso,

We are pleased to offer the following revised quotation covering the renewal of the 2018 annual Customer First Support Contract for the Foxboro A2/PAC systems installed at the Galveston Supply Division Facilities.

By way of full explanation and some history for this revision:

On November 2nd, 2016 we quoted \$60,673.24 in quote **16Q-0147-1** for the support contract for the Galveston Supply Division Facilities in 2017. When it was pointed out that the 59th Street plant would not be operational in 2017 we reduced the value of the quote by \$5,163.00 to \$55,510.24 in quote **16Q-0147-2**, by removing coverage of the 59th Street plant.

On October 4th, 2017 we quoted \$62,784.79 in quote **17Q-0083-3** for the support contract for the Galveston Supply Division Facilities in 2018, fully expecting the 59th Street plant to be operational in 2018.

On August 13th, 2018 we quoted \$64,969.89 in quote **18Q-0122-1** for the support contract for the Galveston Supply Division Facilities in 2019. As you rightly pointed out, the expected 59th Street plant operation expected in 2018 did not occur and so a

Invensys Systems Inc
Eurotherm US Division
44621 Guilford Drive, Suite 100
Ashburn VA 20147
Tel. +1 703 724 7300
Fax +1 703 724 7303

eurotherm.com

Schneider Electric
North America Division
Boston One Campus
800 Federal Street
Andover, MA 01810
Tel. +1 978 342 5373

schneider-electric.com

credit is due for \$5,343.71 for the absence of the 59th Street component in 2018 for which you paid.

This revised quotation **18Q-0122-3**, for the Galveston Supply Division Facilities in 2019, now includes the credit of \$5,343.71 for the 59th Street component in 2018, resulting in a figure of \$59,626.18, as indicated in the table below.

In order to summarize:

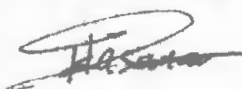
A2 SELECTION SUMMARY ELITE LEVEL	Pricing Year 1 (USD)	Pricing Year 2 (USD)	Pricing Year 3 (USD)
INCLUDED FEATURES:	\$64,969.89	\$67,231.09	\$69,571.06
Onsite Corrective Assistance - Labor Cost Inclusive	Included	Included	Included
MEP - Material Cost Inclusive	Included	Included	Included
Credit for 2018 for 59th Street non-operation	(\$5,343.71)	-	-
Total	\$59,626.18	\$67,231.09	\$69,571.06

It is assumed that the 59th Street component will be relevant for the service agreement for 2019.

As explained in an earlier Email, this quotation has been generated to show the coverage cost for each of the next three years. Many of our clients prefer this as it removes the yearly exercise of gaining approvals and avoids any gaps in coverage from year to year. Each year of coverage is invoiced at the beginning of each year, so there is no composite charge in one year for all three. Should you prefer to choose the coverage for less than the three years, please indicate your preference to do so.

If you have any questions, please do not hesitate to contact Derek Hook at 954-294-3705 or our representative, below. Thank you for this opportunity to serve your control and service requirements.

Hasanain Abdulrazzaq



Quotation Engineer
Eurotherm by Schneider Electric
P: 703-724-7375
E: hasanain.abdulrazzaq@schneider-electric.com

Authorized Representative
Five Star Electric
Pat McGinty
phone: 281-467-9113
email: pmcginty@vfd.com

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1. EXECUTIVE SUMMARY

The Schneider Electric Customer FIRST Support and Services program offers a broad portfolio of resources designed to help ensure high levels of asset availability, utilization and reliability from your Eurotherm system. It will help you manage your systems throughout their productive lifecycles, and protect your property and intellectual investments, maximize asset performance while helping you reduce total cost of ownership.

Customer FIRST membership facilitates fast, efficient response to requests for material, labor and technical expertise with flexible options designed to provide you with a wealth of resources through the largest partner ecosystem in the industry. From training and planning, to project implementation, operation and lifecycle support, Schneider Electric and its network of partners are uniquely qualified to help Customer FIRST members effectively utilize our applications, systems, services and solutions.

Schneider Electric globally-situated support and service teams are uniquely qualified to deliver the high-quality support and services that you require. Our support experts can provide fast and reliable support assistance, recommend risk mitigation strategies such as remote connectivity, automated back documentation, backup and restore services, and assist with maintenance tasks to help protect your Eurotherm system from the potential of catastrophic loss.

The Schneider Electric Customer FIRST program offers an array of options such as cost-control incentives, access to technical information specific to your operation, inventory management support and training opportunities for your personnel.

As technology inevitably continues to evolve, Schneider Electric can assist you with planning and implementation of system upgrades to ensure that you are getting the most from the latest technology with minimum disruption to your business operations.

Schneider Electric has earned a global reputation for support excellence with continuously improving levels of service and performance, and through recognition by prestigious organizations such as TSIA (Technology Services Industry Association).

2. CUSTOMER FIRST PRICING SUMMARY

2.1. PROPOSAL ACCEPTANCE

This Proposal is valid for 60 calendar days from the date of this Proposal.

2.2. SELECTION SUMMARY

The Customer FIRST Program's Support and Services Agreement provides a comprehensive portfolio of support and service features that addresses your short term and long term maintenance and lifecycle challenges. Refer to the Agreement Content section of this Agreement for a summary matrix and description of program level features.

The following information covers pricing for the proposed Customer FIRST Support and Services program.

Included Services

The "Included Services" are covered by the selected Customer FIRST Program level's price before Optional Features are added. Refer to the Agreement Content section of this Agreement for a summary matrix and description of program features.

Optional Services

Your Customer FIRST Program for the Galveston Supply Division Facilities includes the listed Support and Services features.

A2 SELECTION SUMMARY ELITE LEVEL	Pricing Year 1 (USD)	Pricing Year 2 (USD)	Pricing Year 3 (USD)
INCLUDED FEATURES:	\$64,969.89	\$67,231.09	\$69,571.06
Onsite Corrective Assistance - Labor Cost Inclusive	Included	Included	Included
MEP - Material Cost Inclusive	Included	Included	Included
Credit for 2018 for 59th Street non-operation	(\$5,343.71)	-	-
Total	\$59,626.18	\$67,231.09	\$69,571.06

2.3. BILLING SCHEDULE

This Customer FIRST program is:

☒ A renewal of an existing agreement

The billing cycle is:

☒ Annual

PAYMENT SCHEDULE	ANNUAL PAYMENT AMOUNT (USD)	PERIOD PAYMENT (USD)	PERIOD LENGTH	START DATE	END DATE
Year 1	\$59,626.18	\$59,626.18	Annual	1/1/2019	12/31/2019
Year 2	\$67,231.09	\$67,231.09	Annual	1/1/2020	12/31/2020
Year 3	\$69,571.06	\$69,571.06	Annual	1/1/2021	12/31/2021

Payment is due 30 days from date of invoice.

3. PROPOSAL SCOPE

The Customer FIRST Support and Services Program offers a broad scope of support features encompassing technical support via a variety of communication modes, remote and onsite corrective support, annual product lifecycle assessment, and more. Discounts on value-add services are also offered, and the opportunity to establish funded reserves to help cover any billable labor, material, and training requirements you anticipate encountering during the timeframe of your Agreement.

4. AGREEMENT CONTENT

4.1. CUSTOMER FIRST PROGRAM - INTRODUCTION

The Schneider Electric Customer FIRST Support and Services Program will help you accomplish your short- and long-range objectives at the lowest possible cost. Program enrollment gives you the support services and resources you need to help increase asset availability, utilization and performance.

4.2. CUSTOMER FIRST PROGRAM - ELITE LEVEL

Schneider Electric offers **Elite** level membership in the Customer FIRST Support and Services program for those with the most critical business requirements, ideal for large enterprise or global organizations. Fulfill your demanding needs for support and services with everything the Schneider Electric Customer FIRST Support and Services program has to offer: 24/7 access to technical support, software updates and upgrades, remote services, inventory support and on-site corrective and preventive maintenance services. Your Account Manager can provide their in-depth Schneider Electric and industry expertise to facilitate attention to complex issues and relationships on your behalf. Supplement your in-house resources with the optional services of a full time or part time Schneider Electric Resident Engineer. Utilize the significant discounts available to you for Consulting and Site Engineering services to enhance your team's capabilities, or to increase your engineering capacity in a flexible manner.

CUSTOMER FIRST PROGRAM - A2 FEATURES SUMMARY

Customer FIRST Support and Services program features are summarized below.

	
A2 System	
Included Services	Elite
Technical Support And Services	
Business Hours Technical Support (normal local business hours)	•
Annual Lifecycle Assessment Report	•
Upgrade Planning Roadmap	•
En route response commitment for Onsite Corrective Assistance	4hrs*
Discount on Consulting Services (when purchased with Service Agreement)	•
Emergency 24 Hour Technical Support (24/7/365)	•
Support Usage and Summary Reports	•
Number of Contract Management/Performance reviews per year	4
Software Maintenance And Utilities	
Software maintenance releases, service packs, patches and updates	•
Hardware Maintenance	
Number of Preventive Maintenance site visits per year	4
Discount on Site Support Services	•
Module Exchange/Reserve Program	Exchange
MEP/MRP Parts Discount	•
Discount on Spares	•
* where available	

* where available

** exclude labor and hardware, additional conditions apply.

Optional Services

Onsite Corrective Assistance - Labor Cost Inclusive

MEP - Material Cost Inclusive

Elite**Included****Included**

4.3. CUSTOMER FIRST PROGRAM – FEATURE DESCRIPTIONS

Customer FIRST Support and Services program features are described below.

4.3.1. Elite Level – Included Services

4.3.1.1. Elite Level – Common Elements

Business Hours Technical Support:

Schneider Electric provides expert technical assistance and application support during normal business hours via regional support centers. Each request is processed through a defined multi-level response model that assures skilled and timely attention appropriate to the urgency and complexity of the reported situation. Reported situations are assessed by support analysts according to the impact on the customer's production, safety or environment.

Annual Lifecycle Assessment Report:

Schneider Electric understands that you have a need and a responsibility to maintain system equipment and software applications as critical parts of your business. The Lifecycle Assessment Report provides a top level view of the current lifecycle status of the products in use at your site and outlines key business objectives related to their maintenance and supportability. The report will be reviewed with you during the annual Customer FIRST Program renewal process.

Upgrade Planning Roadmap:

Building on the Lifecycle Assessment Report, Schneider Electric will assess the components of your system and applications, as appropriate, for potential upgrade to preferred (current) phase products. This is a collaborative activity between customer staff and Schneider Electric that focuses on identifying a logical progression for the potential upgrade of your Schneider Electric equipment, software and files, and potentially, third party products. The deliverable is a high-level upgrade roadmap that will help facilitate effective short and long term upgrade planning decisions. It will be updated annually, and may be used as the foundation for the optional Upgrade and Migration Planning service.

Onsite Corrective Assistance – En route Response Commitment:

In the event that our Technical Support Engineers/Consultants are unable to resolve your support case via remote methods, Schneider Electric will provide hands-on corrective assistance at your site.

A skilled Schneider Electric service engineer/consultant will travel to your site to perform necessary remedial actions with the objective of returning your system or application to normal operation. These activities may include system troubleshooting, defective hardware replacement, and software restoration³ or correction due to data corruption or necessity.

While this type of support is typically time sensitive in nature, actual en route response time commitment will be determined by the level of Customer FIRST support enrollment, situation urgency and availability of regional resources. Arrival time at site is dependent on transportation contingencies beyond Schneider Electric' control.

Notes:

- 1) Activities that are not covered by Onsite Corrective Assistance include application work, block configuration, display creation, historian creation, software installation, preventative maintenance work, startup support and upgrade labor.

Customer First renewal

- 2) Software restoration may be accomplished using install discs or via download. If the customer's data is corrupt, there may be no recourse, in some cases, to restore corrupted user data.

This Customer FIRST Support and Services Agreement includes:

Elite level: 4 hours en route response commitment.

Emergency Technical Support (24/7/365):

Schneider Electric provides emergency technical support outside of normal business hours for situations that involve loss or potential loss of an essential function, such as a production line, system or plant down situation.

Support Usage and Summary Report:

The Support Usage and Summary Report highlights all support case activity logged by Schneider Electric' service management system. The report is distributed via email on a monthly basis.

Number of Contract Management/Performance Reviews per year:

Schneider Electric will review the Customer FIRST Support and Services program performance periodically with you on a schedule determined by the selected program level. Discussion may include technical support, labor, material and remote services usage as applicable to the products covered by this agreement, plus lifecycle management and technical topics of value to your site.

Elite level: Four (4) reviews per year.

4.3.1.2. Elite Level – Software Elements

Software Maintenance Releases, Service Packs, Patches and Updates:

With the Customer FIRST Support and Service program, Schneider Electric provides maintenance releases and fixes for covered software related to your application that is released during the contract period. This applies to software that is in the Preferred (i.e., most current) lifecycle phase.

Maintenance releases provide corrections to software defects within a software revision level. Media will be made available upon release, in electronic or physical format as appropriate, during the program's coverage timeframe. Schneider Electric makes no guarantee that maintenance releases will become available during the agreement period.

Software installation and startup activities are not part of the Customer FIRST program. These activities require the scheduling of a separate site visit for which the labor terms of this Agreement apply.

4.3.1.3. Elite Level – Hardware Elements

Number of Preventive Maintenance site visits per year:

The Customer FIRST Support and Services Agreement provides you with a number of Preventive Maintenance (PM) visits each year based on your selected program level. The general scope of work includes physical inspection of equipment, review of software maintenance releases and fixes, technical advisories, product alert notices (Triconex) and status of open cases. The service engineer will perform analysis of system conditions (counters, loading, etc.) to help ensure the system is operating within defined specifications.

They will perform corrective actions that are within the scope of the PM visit, and schedule follow-up maintenance for additional issues if necessary. Schneider Electric will help you determine the appropriate length of the PM visit per site.

On an annual basis, tools for are used to extract current system configuration data for analysis, and the resulting report will identify any issues that may require corrective activity. The data extracted will become the basis of the Lifecycle Assessment Report, which is described elsewhere in this proposal.

Notes:

- 1) *The delivery schedule and timing of PM visits will be determined in consultation with the customer.*
- 2) *Customer should review the full scope of work with the Service Engineer prior to their arrival at site.*
- 3) *The Preventive Maintenance Site Visit does not include installation of version licenses, revision releases and maintenance releases, or any startup activities. These activities require the scheduling of a separate site visit for which the labor terms of this agreement will apply.*

Elite level: Four (4) Preventive Maintenance site visits per year.

Discount on Site Engineering Services:

A discount on the current Schneider Electric labor rate at time of service is provided on labor hours dedicated to Site Engineering Services.

Site Engineering Services utilize the talents of Schneider Electric Service Engineers to supplement your site resources with simple day to day activities or to help solve more complex engineering issues. Site Engineering Services are generally applicable to smaller scale projects. Schneider Electric will help you define the scope of work to meet your specific requirements. If you are interested in having similar work performed on a larger scale, arrangements can be made with the appropriate resources within our organization.

For examples of applicable activities, refer to "Site Engineering Services in the "Policies and Guidelines for Specific Customer FIRST Features" section of this document.

Elite level: 15% discount

Module Exchange Program (MEP):

Schneider Electric provides access to its materials inventory when rapid replacement of malfunctioning equipment is necessary. If you encounter an issue with a component on your A2 System, you may arrange for exchange of the malfunctioning unit with another unit. The replacement material generally ships within one business day of request for service. Product provided under the Module Exchange Program is billable, and may be applied to the Module Exchange Program (MEP) - Material Cost-Inclusive feature or the Flexible Material Fund if

appropriate. Pricing is contingent on receipt of the malfunctioning equipment at Schneider Electric' designated facility, and Schneider Electric' subsequent determination that the returned unit meets Module Exchange Program Policy qualifications.

MEP Parts Discount:

The price of unit supplied to the customer will qualify for a discount contingent on material returned to Schneider Electric meeting Module Exchange Program Policy qualifications.

Elite level: 43% discount. Landed costs (duties, fees, etc.) may apply.

Discount on Spares:

The Customer FIRST Support and Services Agreement enables you to better manage and control the cost of equipment by providing a discount on the purchase of new material that will be stored as spare inventory at your site.

Elite level: 18% discount

4.3.2. Elite Level – Included Optional Services

Schneider Electric has included the following optional services with your Customer FIRST Support and Services program.

Onsite Corrective Assistance – Labor Cost Inclusive:

The Customer FIRST program allows you to control your maintenance budget by including prepaid labor costs, and associated travel and living expenses, for Onsite Corrective Assistance in your Support and Services Agreement coverage. Coverage hours are 24/7/365.

Module Exchange Program (MEP) – Material Cost Inclusive:

Products provided from Schneider Electric inventory under the Module Exchange Program will be covered (non-billable) under this Agreement, contingent on receipt of the customer's malfunctioning equipment at its designated facility and subsequent determination by Schneider Electric that the returned unit meets Module Exchange Program Policy qualifications.

5. POLICIES AND GUIDELINES FOR SPECIFIC CUSTOMER FIRST FEATURES

The policies and guidelines described in this section apply to the specifically ascribed service deliverables and programs.

5.1. SUPPORT HOURS AND RATES

Labor-based support and services outside the scope of this agreement shall be performed during the Normal Business Day (NBD). Support and services rendered outside of the Normal Business Day may be billable, subject to the labor terms and provisions of this Agreement.

The Normal Business Day shall be defined by local practice or labor law, or as defined in this agreement between Schneider Electric and Customer.

NO.	TITLE	DESCRIPTION
1	NORMAL WORKDAY HOURS	Normal workday hours: <u>8:00 AM to 5:00 PM</u> Normal work week: <u>Monday thru Friday</u> ☒ Schneider Electric-designated holidays will be observed.
2	TRAVEL HOURS	Travel hours shall accrue from the point of origin and cover time traveling to and returning from the job site. The point of origin shall be: ☒ Home base of the Schneider Electric engineer performing the work The following detail will apply as determined appropriate by Schneider Electric and Customer. Travel hours will be billed for: ☒ Actual time incurred
3	SERVICE RATES	☒ Service Rates are defined in local Service Rate Schedule

5.2. ON-SITE SERVICES

(a) Services or travel in excess of normal workday, and any Services or travel on Saturdays, Sunday or nationally observed holidays shall be invoiced by Schneider Electric as defined by local practice, or by labor law as applicable, or as defined in a written agreement between Schneider Electric and Customer. The normal work day shall be defined by local practice, or by labor law as applicable, or as defined in a written agreement between Schneider Electric and Customer.

(b) Unless otherwise agreed in writing by Schneider Electric and Customer, all on-site Services will be billed to Customer at the then current Schneider Electric service rates. There shall be a minimum charge of four (4) hours where hourly rates are applicable, or one (1) day where daily rates are applicable for service and travel time.

(c) When shift work other than the normal workday is required, a premium rate shall be added for Services during the other shifts and an additional premium shall be added for work in excess of normal workday during these other shifts, in accordance with local practice, or labor law as applicable, or as defined in a written agreement between Schneider Electric and Customer.

(d) Service time committed in advance by Schneider Electric on the basis of pre-specified number of days shall not be deemed to include overtime or shift work. If overtime or shift work is required on such commitments, the pre-specified time so committed in advance shall be appropriately reduced.

(e) Unless the Schneider Electric representative has been released from the job site, or has completed his assignment, the Customer will pay Schneider Electric charges computed as if the Schneider Electric representative was working a normal work week, regardless of whether or not the representative is prevented from working due to delays beyond his control.

(f) Release from the job site shall entitle the representative to return to his point of origin, with travel time and expenses chargeable to Customer.

(g) Standby time is defined as that time during which an Schneider Electric representative is requested to remain in readiness and available for Services commencing at the convenience of the Customer. Such time shall be considered as time worked, whether or not the representative is at the job site, and Customer will be billed accordingly. If standby time is outside normal working hours, overtime rates will be applicable. Standby time will be added to time actually worked for the computation of overtime charges, etc.

(h) The Schneider Electric representatives reserve the right to refuse to work under hazardous conditions. All staging and rigging required for access to equipment to be serviced shall be erected by and at the expenses of Customer or third parties and shall comply with reasonable safety requirements. The Schneider Electric representative shall comply with all plant safety regulations given to such representative in writing. However, any protective clothing or equipment, except the standard safety hat, required by Customer regulations shall be provided by Customer at Customer's sole cost.

(i) Schneider Electric representatives are authorized to act only in a consulting capacity and are not authorized or licensed to operate equipment. All responsibility for operating equipment shall rest with Customer or third parties.

(j) Unless otherwise agreed in writing by Schneider Electric, all parts identified as requiring replacement during a non-warranty related service call shall be invoiced at Schneider Electric' current list prices.

5.3. LIFECYCLE SUPPORT POLICY

Schneider Electric has established clear and predictable product support timelines to enable customers to plan product upgrades in advance of reaching obsolescence. This proactive approach provides a comprehensive view of product lifecycle phases, phase transition timing, and available support during each phase.

Information about the products currently supported in each lifecycle phase is posted on the respective Schneider Electric brand support websites, and we provide periodic notification of all product transitions from one lifecycle phase to the next: <http://iom.invensys.com/EN/Pages/Support.aspx>

The Lifecycle Support Policy provides consistent and predictable guidelines for product support, compatibility, availability and repair. The policy establishes clear and predictable product support timelines to assist customers with managing end of life issues related to their installed Schneider Electric system equipment. This proactive approach provides a comprehensive view of product lifecycle phases, phase transition timing, and available support during each phase. This information enables customers to plan product upgrades years in advance. Schneider Electric system products move through five phases during their lifecycles:

- Preferred Products (PREF): These products are the most recent sales-released products available in their functional area.
- Available Products (AVAL): Products are available for sale primarily for expansion projects. They are no longer the Preferred Product offering.
- Mature Phase (MATR): Products withdrawn from sale. Comprehensive support services are provided.
- LifeTime Phase (LIFE): Schneider Electric continues to support and maintain standard Schneider Electric products based on an annual review of support capability.
- Obsolete (OBSL): Schneider Electric will determine if a product is unrepairable due to age or obsolescence and will provide advance notice via email to client personnel that have registered on the Global Customer Support website <https://pasupport.schneider-electric.com/>. Once the product has entered the Obsolete Phase, Schneider Electric can no longer provide a quality repair nor provide a module exchange. Products that are identified as Obsolete shall be excluded from coverage under this Service Agreement. If that product fails, Schneider Electric will suggest purchase of an alternate replacement.

5.4. SUPPORT EXCLUSIONS

(a) Unless otherwise agreed in writing by Schneider Electric, Schneider Electric does NOT provide Services under the ICFP for Third Party Products, including but not limited to Crystal Reports. If Schneider Electric services Third Party Products at Customer's written request, Schneider Electric services shall be rendered "AS-IS" and without warranty of any kind and such services shall be for an additional fee at Schneider Electric then current service rates.

(b) Customer shall be responsible for payment for Schneider Electric equipment and materials if Customer's employees, agents, consultants or contractors working on Schneider Electric equipment or materials causes malfunction or failure of such equipment or materials. If such an event occurs, Schneider Electric equipment and materials will be billed to Customer at the then current rates for such equipment and materials and Customer shall also pay Schneider Electric for any associated services as a result of such malfunction or failure.

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(c) Schneider Electric and non- Schneider Electric system goods and software not specifically listed in the Schneider Electric Proposal as covered under the support level purchased by Customer are NOT covered under the Agreement. Technical assistance rendered via any means of personal communication (including but not limited to telephone, facsimile, postal mail, email, texting, and web-enabled chat), remote connection and diagnosis, material, labor or other support assistance provided by Schneider Electric to resolve an issue involving non-listed equipment is chargeable to Customer at the then-current Schneider Electric service rates.

(d) Schneider Electric will NOT provide Services on Schneider Electric software or goods from or repaired by a non-Schneider Electric-authorized agent, distributor, reseller or other third party. If any issues occur that are attributable to third-party procured material or services, all work performed by Schneider Electric will be subject to invoicing at the then-current Schneider Electric service rates.

(e) Unless specifically purchased as an option under the Agreement and described in the Schneider Electric Proposal, planning, installation, testing, and documentation of expansions, modifications and software upgrades of custom application or third party programs are NOT covered under the ICFP.

(f) Unless otherwise agreed in writing by Schneider Electric, Goods identified as obsolete phase or due to become obsolete under the Schneider Electric lifecycle support policy during the Agreement term will be excluded and will NOT be supported.

(g) Goods identified as lifetime phase under the Schneider Electric lifecycle support policy will be supported for a maximum of one year. The product lifecycle categorization will be reviewed during the annual installed product assessment to determine whether it is anticipated that the product(s) will move to the obsolete phase during the next 12 months.

(h) All decisions made by Customer relating to the implementation of Schneider Electric advice and recommendations are the sole responsibility of Customer. To the extent Services are of an advisory nature, no specific business result is assured or guaranteed

5.5. MODULE EXCHANGE PROGRAM (MEP) POLICY

If you encounter an issue with your A2 system, Schneider Electric will help you return it to normal operation. When replacement of a malfunctioning component is determined to be the best solution, a unit may be shipped from Schneider Electric inventory in exchange for your malfunctioning unit. You must be covered by a Customer FIRST Support and Services Agreement to receive this benefit.

Major system components are carefully selected for refurbishment and inclusion in Schneider Electric inventory. These components undergo a comprehensive refurbishment process including error detection and correction. Firmware is updated when appropriate and the hardware is put through Schneider Electric manufacturing product testing sequence. A 90-day warranty is provided on refurbished equipment.

1) CUSTOMER FIRST COVERAGE CONDITIONS

The Module Exchange Program (MEP) is available to A2 system customers with Customer FIRST program Elite level coverage.

The requested replacement unit will be shipped by Schneider Electric in ADVANCE of Schneider Electric receiving your malfunctioning unit.

2) PRODUCT LIFECYCLE & AVAILABILITY

Components are categorized in the Available, Preferred, Mature and LifeTime Phases defined in the Lifecycle Policy in the "Components and Software Covered" section of the Customer FIRST Support and Service Agreement. Product lifecycle status may affect availability, as described below.

- Products in Preferred, Available and Mature Phases are generally available for shipment within one business day, in accordance with Customer FIRST program level.
- Products in LifeTime Phase will be supplied on a reasonable effort basis, with shipment subject to availability, in accordance with Customer FIRST program level.
- Products in Obsolete Phase are not supported under this program. In situations in which it is determined that an Obsolete Phase product has failed, Schneider Electric may suggest that client purchase a new functionally equivalent Preferred Phase product if available.

3) ORDERING INSTRUCTIONS and PRICING

Equipment is provided at the price prevailing at the time of shipment, if the exchange transaction meets the conditions detailed below.

- a) Equipment can be requested by the customer's authorized personnel by contacting the Schneider Electric support center or representative in the customer's geographical area, or the Global Customer Support center in the United States of America (telephone 508-549-2424). Refer to the Schneider Electric Contact \ Material Return section of the Customer FIRST Support and Service Agreement.
- b) Shipping and handling costs may apply. This detail varies by country in accordance with local custom and regulations. Your Schneider Electric representative will advise you on this detail.
- c) The requested replacement material will be shipped generally within one business day of order placement, subject to availability. Refer to "Product Lifecycle and Availability" above.
- d) Delivery of critical equipment within 24 hours may be arranged if availability and transportation logistics allow it; a premium charge will apply.
- e) A purchase order or credit card number will be requested at time of order placement if product is billable.

4) INSTRUCTIONS FOR PRODUCT RETURN TO SCHNEIDER ELECTRIC-DESIGNATED LOCATION

- a) A Return Material Authorization (RMA) number will be provided at the time of order placement for use in returning the malfunctioning unit to an address designated by Schneider Electric. The RMA number must be clearly identified on the box in which the malfunctioning unit is being shipped.

- b) Schneider Electric is not responsible for loss, or delay in processing, of returned material when packaging lacks clear identification (i.e., Return Material Authorization number, your company name, individual contact name and address) or is received at any Schneider Electric address other than the specific address provided with a Return Material Authorization number.
- c) The malfunctioning equipment must be received at the Schneider Electric -designated location within 20 days from date of Schneider Electric shipping the refurbished replacement unit to the customer.

5) EVALUATION OF RETURNED PRODUCT

- a) Schneider Electric will evaluate returned material to determine whether it is in acceptable condition for repair/refurbishment and subsequent inclusion in Schneider Electric inventory.
- b) Schneider Electric reserves the right to disqualify returned units that do not qualify as visually presentable to our next client (i.e., scratched, written upon), or which have been damaged by misuse, incorrect installation, power surges, exposed to contaminants, force majeure, or subjected to non- Schneider Electric unauthorized repair. Such damage may prevent the modules from being repaired reliably and these modules must be removed from the pool of replacement modules.

6) NON-COMPLIANCE

- a) Non-compliance with this policy will result in the issuance of an invoice for the full list price of product provided. Purchaser agrees to provide Schneider Electric with a funded purchase order for this purpose.

7) WARRANTY

- a) The Module Exchange Program does not cover warranty replacement. For warranty replacement, the client can arrange for a return to the factory for repair or replacement in accordance with Schneider Electric warranty terms.

6. WARRANTY

Warranty protection for new Schneider Electric products is provided for specific time periods as defined in the Schneider Electric document entitled General Terms and Conditions of Sale of Goods and Services and License of Software, and in accordance with local consumer protection laws.

If an issue is encountered with a product that is under warranty, contact Schneider Electric to request technical support. If the reported situation involves a warranty issue that is resolvable via replacement of hardware or software, Schneider Electric will advise you of the appropriate options. These options include non-billable hardware repair services, and replacement of hardware or software media.

If hardware or software is replaced under warranty, Schneider Electric will provide a 90 day warranty, or honor the remaining warranty period of the original product, whichever is longer.

7. COMPONENTS COVERED

7.1. COMPONENTS AND SOFTWARE COVERED

The following system components and software are covered under the terms and conditions of this Customer FIRST Support and Services Agreement and the Lifecycle Support Policy. Components and software not listed are not covered by this Agreement.

30th Street

Item	Quantity	Product	Short Description	Lifecycle phase
1	26	255RF-A2A1A10000000000000000	Foxboro A ² T2550 Redundant Control Sys & I/O	Preferred
2	62	2500MF-M0F00000	Foxboro A ² I/O Module	Preferred
3	38	2500MF-F0F00000	Foxboro A ² I/O Module	Preferred
4	54	2500MF-A0F00000	Foxboro A ² I/O Module	Preferred
5	8	2500MF-E0F00000	Foxboro A ² I/O Module	Preferred
6	2	2500PF-10F00000	Foxboro A ² Power Supply	Preferred
7	4	2500PF-10F00000	Foxboro A ² Power Supply	Preferred
8	1	9130/105	Eaton UPS	
9	2	RS20-1600M2M2SDAEHH04.2.05	Hirschmann 24 volt rail mount switch	
10	4	RS20-080M2M2SDAEHH04.2.05	Hirschmann 24 volt rail mount switch	
11	1	3CX0TK1	Dell Server PE840 Service Code 731-140-675-3	
12	1	2NR6TK1	Dell Optiplex 760	

White Sands

Item	Quantity	Product	Short Description	Lifecycle phase
1	1	2500PF-1EF	Foxboro A ² 2.5A Power supply	Mature
2	2	2500PF-2EF	Foxboro A ² 5A Power supply	Mature
3	2	255F-L10F32ELINSER0NON00	Foxboro A ² T2550 Processor	Preferred
4	2	2500MF-L0F0000	Foxboro A ² DI8 Logic I/O Module	Preferred
5	2	2500MF-F0F0000	Foxboro A ² RLY4 I/O Module	Preferred
6	4	2500MF-A0F0000	Foxboro A ² AI2 I/O Module	Preferred
7	1	E20F-1N1N1SLSES0XX0	Foxboro A ² Eycon 20 Visual Supervisor	Preferred
8	1	255BF-R16RNONCDMXXXXE	Foxboro A ² 16 way T2550 Base Unit	Preferred
9	1	GS116NA	Netgear Prosafe 16 Port 10/100 Switch	

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Air Port

Item	Quantity	Product	Short Description	Lifecycle phase
1	2	2500PF-3EF	Foxboro A² 10A Power supply	Mature
2	1	2500PF-1EF	Foxboro A² 2.5A Power supply	Mature
3	4	255F-L10F32ELINSER0NON00	Foxboro A² T2550 Processor	Preferred
4	8	2500MF-L0F0000	Foxboro A² DI8 Logic I/O Module	Preferred
5	6	2500MF-F0F0000	Foxboro A² RLY4 I/O Module	Preferred
6	12	2500MF-A0F0000	Foxboro A² AI2 I/O Module	Preferred
7	1	E20F-1N1N1SLSES0XX0	Foxboro A² Eycon 20 Visual Supervisor	Preferred
8	1	EDS 516A	MOXA Ethernet Switch	

UTMB

Item	Quantity	Product	Short Description	Lifecycle phase
1	1	2500PF-1EF	Foxboro A² 2.5A Power supply	Mature
2	2	2500PF-2EF	Foxboro A² 5A Power supply	Mature
3	2	255F-L10F32ELINSER0NON00	Foxboro A² T2550 Processor	Preferred
4	2	2500MF-L0F0000	Foxboro A² DI8 Logic I/O Module	Preferred
5	2	2500MF-F0F0000	Foxboro A² RLY4 I/O Module	Preferred
6	4	2500MF-A0F0000	Foxboro A² AI2 I/O Module	Preferred
7	1	E20F-1N1N1SLSES0XX0	Foxboro A² Eycon 20 Visual Supervisor	Preferred
8	1	255BF-R16RNONCDMXXXXE	Foxboro A² 16 way T2550 Base Unit	Preferred
9	1	GS116NA	Netgear Prosafe 16 Port 10/100 Switch	

Isla Del Sol

Item	Quantity	Product	Short Description	Lifecycle phase
1	2	2500PF-3EF	Foxboro A² 10A Power supply	Mature
2	1	2500PF-1EF	Foxboro A² 2.5A Power supply	Mature
3	4	255F-L10F32ELINSER0NON00	Foxboro A² T2550 Processor	Preferred
4	8	2500MF-L0F0000	Foxboro A² DI8 Logic I/O Module	Preferred
5	4	2500MF-F0F0000	Foxboro A² RLY4 I/O Module	Preferred
6	6	2500MF-A0F0000	Foxboro A² AI2 I/O Module	Preferred
7	4	2500MF-E0F0000	Foxboro A² AO2 I/O Module	Preferred
8	1	E20F-1N1N1SLSES0XX0	Foxboro A² Eycon 20 Visual Supervisor	Preferred
9	2	255BF-R16RNONCDMXXXXE	Foxboro A² 16 way T2550 Base Unit	Preferred
10	1	GS116NA	Netgear Prosafe 16 Port 10/100 Switch	

59th Street

Item	Quantity	Product	Short Description	Lifecycle phase
1	2	2500PF-3EF	Foxboro A² 10A Power supply	Mature
2	1	2500PF-1EF	Foxboro A² 2.5A Power supply	Mature
3	4	255F-L10F32ELINSER0NON00	Foxboro A² T2550 Processor	Preferred

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4	8	2500MF-L0F0000	Foxboro A ² DI8 Logic I/O Module	Preferred
5	6	2500MF-F0F0000	Foxboro A ² RLY4 I/O Module	Preferred
6	12	2500MF-A0F0000	Foxboro A ² AI2 I/O Module	Preferred
7	1	E20F-1N1N1SLSES0XX0	Foxboro A ² Eycon 20 Visual Supervisor	Preferred
8	2	255BF-R16RNONCDMXXXXE	Foxboro A ² 16 way T2550 Base Unit	Preferred
9	1	GS116NA	Netgear Prosafe 16 Port 10/100 Switch	

Jamaica Beach

Item	Quantity	Product	Short Description	Lifecycle phase
1	2	2500PF-3EF	Foxboro A ² 10A Power supply	Mature
2	1	2500PF-1EF	Foxboro A ² 2.5A Power supply	Mature
3	14	2500MF-L0F0000	Foxboro A ² DI8 Logic I/O Module	Preferred
4	12	2500MF-F0F0000	Foxboro A ² RLY4 I/O Module	Preferred
5	10	2500MF-A0F0000	Foxboro A ² AI2 I/O Module	Preferred
6	10	2500MF-E0F0000	Foxboro A ² AO2 I/O Module	Preferred
7	1	E20F-1N1N1SLSES0XX0	Foxboro A ² Eycon 20 Visual Supervisor	Preferred
8	3	255BF-R16RNONCDMXXXXE	Foxboro A ² 16 way T2550 Base Unit	Preferred
9	1	EDS-516	MOXA Ethernet Switch	

Ten Mile

Item	Quantity	Product	Short Description	Lifecycle phase
1	2	2500PF-2EF	Foxboro A ² 5A Power supply	Mature
2	1	2500PF-1EF	Foxboro A ² 2.5A Power supply	Mature
3	2	255F-L10F32ELINSER0NON00	Foxboro A ² T2550 Processor	Preferred
4	2	2500MF-L0F0000	Foxboro A ² DI8 Logic I/O Module	Preferred
5	2	2500MF-F0F0000	Foxboro A ² RLY4 I/O Module	Preferred
6	4	2500MF-A0F0000	Foxboro A ² AI2 I/O Module	Preferred
7	1	E20F-1N1N1SLSES0XX0	Foxboro A ² Eycon 20 Visual Supervisor	Preferred
8	2	255BF-R16RNONCDMXXXXE	Foxboro A ² 16 way T2550 Base Unit	Preferred
9	1	GS116NA	Netgear Prosafe 16 Port 10/100 Switch	

The MDS radios installed at your site are a 3rd party product. These radios are not supported by Schneider Electric Field Service and are not part of this agreement. Schneider Electric Service can provide level 1 troubleshooting on communication issues and work with the manufacturing representative to coordinate site service. The cost of repair or replacement of communications network hardware and onsite services required are not included in this agreement and are the responsibility of the City of Galveston.

8. CONTACT INFORMATION

8.1. CUSTOMER CONTACT INFORMATION

Customer shall provide the following information to Schneider Electric.

8.1.1. Customer Addresses

Customer shall provide the following addresses to Schneider Electric.

Site Name:	City of Galveston
Billing Address	
Shipping Address	
End User Address	
Sold To Address	

8.1.2. Purchasing & Accounts Payable Contacts

Customer shall provide contact information for purchasing and accounts payable to Schneider Electric.

NO.	CONTACT NAME	RESPONSIBILITY	CONTACT INFORMATION
1			Tel: Mobile: Fax: Email:
2			Tel: Mobile: Fax: Email:
3			Tel: Mobile: Fax: Email:

8.1.3. Site Identification

This Customer FIRST Support and Services Agreement covers the identified systems located at the following sites.

1.	Site Name and Location	City of Galveston	Galveston, Texas
2.	30 th Street	Foxboro A ² System	
3	White Sands	Foxboro A ² System	
4	Air Port	Foxboro A ² System	
5	UTMB	Foxboro A ² System	
6	Isla Del Sol	Foxboro A ² System	
7	59 th Street	Foxboro A ² System	
9	Jamaica Beach	Foxboro A ² System	
10	Ten Mile	Foxboro A ² System	

8.2. SCHNEIDER ELECTRIC CONTACT INFORMATION

Schneider Electric shall provide contact information to the customer.

8.2.1. Individual Schneider Electric Contacts

The following individuals have assisted in preparing this Customer FIRST Support and Service Agreement.

NO.	CONTACT NAME	RESPONSIBILITY	CONTACT INFORMATION
1	Ronnie Gaussiran	Regional Service Manager	O:713-329-8613 E:ronnie.gaussiran@schneider-electric.com
2	Bryan Sutherland	Senior Manager, Project Delivery Engineering	O: 703-724-7396 E:bryan.sutherland@schneider-electric.com

United States:

Schneider Electric Support Center

Foxboro, MA, USA

Telephone: 1-866-746-6477 (toll-free USA)

Telephone: 1-508-549-2424

Facsimile: 1-508-549-4999

Email: systems.support@schneider-electric.com

8.2.2. Material Return Instructions and Contact Information

It is essential to confirm the correct address, instructions, and authorization for material return claims and Advantage upgrade claims prior to shipping a package to Schneider Electric.

For all material returns and exchanges, contact Schneider Electric via the contact points listed above or one of the Schneider Electric offices listed below to request a Return Material Authorization (RMA) number and the correct shipping address to which to return the material.

CUSTOMER SITE LOCATION	SCHNEIDER ELECTRIC LOCATION	CONTACT INFORMATION
United States of America (USA) <i>NOTE: Always contact the telephone numbers provided here for Return Material Authorization Number (RMA#) and shipping instructions prior to shipping unit.</i>	Schneider Electric Systems, Inc. Dept. 910 Field Service Receiving 15 Pond Street Foxboro, MA 02035 USA	Worldwide support: Telephone: +1 508-549-2424 Fax: +1 508-549-4999 Email: systems.support@schneider-electric.com USA toll free: Telephone: +1 866-746-6477

8.3. PURCHASE ORDER SUBMITTAL

To facilitate Purchase Order Processing and eliminate possible rework and review cycles, please ensure your Purchase Order includes the following information:

- The Purchase Order has an authorized signature and is dated.
- The Ship to Address is listed.
- The Invoice Address is listed.
- The Schneider Electric Quotation 18Q-0122-3, terms and conditions – will govern and supersede – any terms provided by Purchaser.

Contracts and Purchase Orders should be made out to: **Schneider Electric Systems USA, Inc.**

Send completed purchase orders to the Schneider Electric entity as follows:

FOR UNITED STATES ORDERS

Email: orderverification.eurotherm.us@schneider-electric.com

Fax: 703-724-7303 Attn: Order Management

Mail: Schneider Electric Systems USA, Inc.
Attn: Order Management
44621 Guilford Drive, Suite 100
Ashburn, Virginia 20147

9. COMMERCIAL SECTION

9.1. PROJECT TERMS AND CONDITIONS

Proposal Acceptance:	This proposal is valid for 60 calendar days from the date of - proposal.
Firm Prices:	Prices are in USD and are firm for all Customer FIRST Program support and services.
Taxes/Duties:	Sales taxes, duties and other fees are not included in this proposal.
Payment/Schedule	Payment schedule is defined in this proposal.
Services:	Customer FIRST Program support and services shall be performed as defined in the proposal and by local practice or labor law.
Others:	Unless stated as included elsewhere in the Proposal, all travel and living expenses are extra and will be invoiced at cost + 10%. Unless stated as included elsewhere in the Proposal, all engineering estimates do not include travel time which will be charged at an agreed to rate. This quotation assumes standard work 8-hour days, Monday through Friday, Schneider Electric holidays excluded.
Commercial Terms	Customer FIRST Program Terms and Conditions apply to this proposal. Modifications and additional Schneider Electric terms and conditions may be defined in this proposal.

9.2. CUSTOMER FIRST PROGRAM TERMS AND CONDITIONS

1. General. The Customer FIRST Program ("CFP") is a fee-based software and hardware maintenance and support program. By paying the CFP Fee and participating in the CFP, Customer agrees to all of the terms and conditions contained in the Proposal and these Customer FIRST Terms and Conditions (together, the "Agreement"). Any new Software or Goods will be provided per Schneider Electric Systems, Inc., d/b/a Schneider Electric USA, Inc. ("Schneider Electric") General Terms and Conditions of Sale of Goods and Services and License of Software.

1.1 Definitions.

(a) "Goods" shall mean all products, equipment, materials, spare parts, hardware, supplies, and accessories defined and supported under the Agreement.

(b) "CFP Fee" shall mean the fees described in the Proposal to be paid by Customer to Schneider Electric.

(c) The "Proposal" shall mean the document which may describe, among other things, the specific (i) support level chosen by the Customer, (ii) Services to be provided by Schneider Electric, (iii) CFP Fee, (iv) payment terms, and (v) Goods and/or Software covered under the Agreement.

(d) "Software" shall mean Schneider Electric computer software programs defined and supported under the Agreement in object code form including firmware and custom software, and instructions manuals, specifications and related documentation in written or electronic form, but excluding Third Party Products, their related instructions manuals and documentation, for which Schneider Electric grants Customer a license and which are supported under the Agreement. The terms and conditions of the Software license shall be set forth in Schneider Electric's end-user license agreement applicable to the particular Software at the time of delivery or, if such Software does not include an end-user license agreement at the time of delivery, then in accordance with the Software license terms and conditions set forth in a written agreement between Schneider Electric and Customer.

(e) "Services" shall mean the support services described in the Schneider Electric Proposal.

(f) "Specifications" shall mean the Schneider Electric standard specifications applicable to the Goods and/or Software or the specific requirements agreed upon, in writing, between Schneider Electric and Customer in relation to the Goods and Software.

(g) "Third Party Products" shall mean products and software of a third party vendor. If Third Party Products are supplied by Schneider Electric to Customer, unless otherwise agreed in writing by Schneider Electric, such supply is made on a "pass-through" basis only and is subject to the terms and conditions of the third party vendor, including but not limited to warranties, licenses, indemnities, limitation of liability, prices and changes thereto.

2. Purchase. The CFP is priced based on the value of Schneider Electric Software licenses owned (or being purchased) by the Customer site at the time the CFP Fee is paid and the support level selected by Customer, and, in the case of Goods, is based on the type and number of Goods owned (or being purchased) by the Customer and the support level selected by Customer at the time the CFP Fee is paid. Following payment of the CFP Fee, any new Software or Goods purchased by the Customer during the Agreement term must be purchased with coverage under the CFP, which will be pro-rated to expire at the same time as the initial expiration date. Alternatively, a Customer may opt to back-charge applicable CFP Fees for the new Software and Goods at the time of renewal, including back charges plus a minimum of one year agreement duration. Unless otherwise agreed in writing by Schneider Electric, Schneider Electric reserves the right to increase CFP Fees one time per calendar year. Unless otherwise agreed upon in writing, Customer shall reimburse Schneider Electric for expenses incurred by Schneider Electric to perform the Services, including but not limited to travel and living expenses.

To enroll in and purchase the CFP (Standard, Premium and Elite levels provide free software version upgrades) for Software only, a Customer must possess (not necessarily be running) the most current version of Schneider Electric Software as a prerequisite. If a Customer is running a non-current / non-preferred version of Schneider Electric Software, they must first purchase an upgrade to the current / preferred version. Schneider Electric may offer incentives for Customers to purchase version upgrades.

Except as stated in Section 8.2 (a), the CFP Fee for any initial, renewal, prorated or other term is non-refundable.

Unless otherwise stated in the Proposal, the CFP Fee and all other fees and expenses under the Agreement are due and payable by Customer within thirty (30) days of Customer's receipt of Schneider Electric's invoice.

Customer First renewal

2.1 Support Reinstatement for Lapsed Enrollment. Schneider Electric strongly encourages Customers to renew their Customer FIRST support enrollment on time; in other words, prior to the expiration date. Customer's ability to access Schneider Electric technical support and service resources will expire with the Customer FIRST agreement end date. Additionally, should a lapse in support enrollment occur, Customers may be assessed a reinstatement fee. The amount of the reinstatement fee may increase the longer the enrollment has lapsed.

3. Customer FIRST Program Levels. The CFP portfolio offers a wide choice of offerings to meet Customer business requirements. Specific program level benefits are described in the Schneider Electric Proposal and the CFP User Guide.

4. Scope of Support. Schneider Electric provides Services in accordance with the Schneider Electric lifecycle support policy applicable to the Agreement-covered Software and Goods. The Schneider Electric lifecycle policy is published on the Schneider Electric brand support websites, and may be referenced in the Schneider Electric Proposal and CFP Guide. Although Schneider Electric and its Certified Support Providers (third parties retained by Schneider Electric to provide Services to Customers under the CFP, including but not limited to Authorized Distributors and other support providers) may attempt to resolve issues arising in earlier Schneider Electric goods or software versions, they do not have any obligation to do so under any support level in the CFP unless extended support for obsolete versions is available and purchased on a product by product basis.

4.1 Support Exclusions.

(a) Unless otherwise agreed in writing by Schneider Electric, Schneider Electric does NOT provide Services under the CFP for Third Party Products, including but not limited to Crystal Reports. If Schneider Electric services Third Party Products at Customer's written request, Schneider Electric's services shall be rendered "AS-IS" and without warranty of any kind and such services shall be for an additional fee at Schneider Electric's then current service rates.

(b) Customer shall be responsible for payment for Schneider Electric equipment and materials if Customer's employees, agents, consultants or contractors working on Schneider Electric equipment or materials causes malfunction or failure of such equipment or materials. If such an event occurs, Schneider Electric equipment and materials will be billed to Customer at the then current rates for such equipment and materials and Customer shall also pay Schneider Electric for any associated services as a result of such malfunction or failure.

(c) Schneider Electric and non-Schneider Electric system goods and software not specifically listed in the Proposal as covered under the support level purchased by Customer are NOT covered under the Agreement. Technical assistance rendered via any means of personal communication (including but not limited to telephone, facsimile, postal mail, email, texting, and web-enabled chat), remote connection and diagnosis, material, labor or other support assistance provided by Schneider Electric to resolve an issue involving non-listed equipment is chargeable to Customer at the then-current Schneider Electric service rates.

(d) Schneider Electric will NOT provide Services on Schneider Electric software or goods from or repaired by a non-Schneider Electric-authorized agent, distributor, reseller or other third party. If any issues occur that are attributable to third-party procured material or services, all work performed by Schneider Electric will be subject to invoicing at the then-current Schneider Electric service rates.

(e) Unless specifically purchased as an option under the Agreement and described in the Schneider Electric Proposal, planning, installation, testing, and documentation of expansions, modifications and software upgrades of custom application or third party programs are NOT covered under the CFP.

(f) Unless otherwise agreed in writing by Schneider Electric, Goods identified as obsolete phase or due to become obsolete under the Schneider Electric lifecycle support policy during the Agreement term will be excluded and will NOT be supported.

(g) Goods identified as lifetime phase under the Schneider Electric lifecycle support policy will be supported for a maximum of one year. The product lifecycle categorization will be reviewed during the annual installed product assessment to determine whether it is anticipated that the product(s) will move to the obsolete phase during the next 12 months.

(h) All decisions made by Customer relating to the implementation of Schneider Electric's advice and recommendations are the sole responsibility of Customer. To the extent Services are of an advisory nature, no specific business result is assured or guaranteed.

5. Access to Facilities and Equipment. The Customer will furnish at no cost to Schneider Electric suitable and safe working space, storage space, adequate telephone, light, ventilation, regulated electric power, and outlets for testing purposes. These facilities will be within a reasonable distance from Goods or Software covered under the Agreement. Schneider Electric shall have full and free access to the Goods and Software in order to provide any on-site corrective support Services under the Agreement. Customer will identify person(s) who will interface with the Schneider Electric or other designated support center under the terms of the Agreement.

Any maintenance or repair services performed on the Goods or Software by Customer or third party personnel resulting in additional material or corrective support service requirements by Schneider Electric will be invoiced at then current time and material service rates.

6. Remote Services Security. (Applicable to systems using RemoteWatch or legacy Schneider Electric-proprietary Remote Services) Remote Services communication will be conducted only by Schneider Electric trained specialists working in a secured area using authorized connectivity equipment with security and auto log-on features. Access by Schneider Electric to the Customers system from the RemoteWatch Server is permitted only via Customer-maintained security credentials. All session screen information will be recorded and archived by Schneider Electric with date and time stamp. Data indicating health status of the customer system will be transported via connection initiated from the RemoteWatch Services server. Any work accomplished on a customer system must be authorized by a customer representative. Communication processors, servers, routers, modems and other equipment used in conjunction with Remote Services are the property of Schneider Electric and shall be returned to Schneider Electric upon termination of the Agreement.

7. On-Site Services.

(a) Services or travel in excess of normal workday, and any Services or travel on Saturdays, Sunday or nationally observed holidays shall be invoiced by Schneider Electric as defined by local practice, or by labor law as applicable, or as defined in a written agreement between Schneider Electric and Customer. The normal work day shall be defined by local practice, or by labor law as applicable, or as defined in a written agreement between Schneider Electric and Customer.

(b) Unless otherwise agreed in writing by Schneider Electric and Customer, all on-site Services will be billed to Customer at the then current Schneider Electric service rates. There shall be a minimum charge of four (4) hours where hourly rates are applicable, or one (1) day where daily rates are applicable for service and travel time.

(c) When shift work other than the normal workday is required, a premium rate shall be added for Services during the other shifts and an additional premium shall be added for work in excess of normal workday during these other shifts, in accordance with local practice, or labor law as applicable, or as defined in a written agreement between Schneider Electric and Customer.

(d) Service time committed in advance by Schneider Electric on the basis of pre-specified number of days shall not be deemed to include overtime or shift work. If overtime or shift work is required on such commitments, the pre-specified time so committed in advance shall be appropriately reduced.

(e) Unless the Schneider Electric representative has been released from the job site, or has completed his assignment, the Customer will pay Schneider Electric charges computed as if the Schneider Electric representative was working a normal work week, regardless of whether or not the representative is prevented from working due to delays beyond his control.

(f) Release from the job site shall entitle the representative to return to his point of origin, with travel time and expenses chargeable to Customer.

(g) Standby time is defined as that time during which an Schneider Electric representative is requested to remain in readiness and available for Services commencing at the convenience of the Customer. Such time shall be considered as time worked, whether or not the representative is at the job site, and Customer will be billed accordingly. If standby time is outside normal working hours, overtime rates will be applicable. Standby time will be added to time actually worked for the computation of overtime charges, etc.

(h) The Schneider Electric representatives reserve the right to refuse to work under hazardous conditions. All staging and rigging required for access to equipment to be serviced shall be erected by and at the expenses of Customer or third parties and shall comply with reasonable safety requirements. The Schneider Electric representative shall comply with all plant safety regulations given to such representative in writing. However, any protective clothing or equipment, except the standard safety hat, required by Customer regulations shall be provided by Customer at Customer's sole cost.

Customer First renewal

(i) Schneider Electric representatives are authorized to act only in a consulting capacity and are not authorized or licensed to operate equipment. All responsibility for operating equipment shall rest with Customer or third parties.

(j) Unless otherwise agreed in writing by Schneider Electric, all parts identified as requiring replacement during a non-warranty related service call shall be invoiced at Schneider Electric's current list prices.

8. Term. The term of the Agreement shall be as stated in the Schneider Electric Proposal ("Term"). Notwithstanding anything else in a Customer purchase order or other order document, or if the Customer purchase order or other order document is issued for a period of less than the Term of this Agreement, Customer agrees that the Term of the Agreement shall be the stated Term, and such Term shall take precedence over any other period stated elsewhere. If Customer issues a Customer purchase order or other order document for less than the full Term, Customer's failure to issue a subsequent Customer purchase order or other order document for the remainder of the Term shall be considered a Termination for Convenience pursuant to Section 8.2(b) hereafter. Thereafter, subject to the other limitations and requirements described in the Schneider Electric Proposal and herein, the Agreement may be renewed for future terms. Renewal of the Agreement requires the mutual written consent of Customer and Schneider Electric. All software licenses and Goods for a given Schneider Electric brand (including but not limited to Avantis, Eurotherm, Foxboro, SimSci-ESSCOR, Triconex and Wonderware) at a participating site must be covered under the CFP during the initial term or any renewal or prorated terms.

8.1 Termination. The Agreement may be terminated by Schneider Electric and all Services under the CFP stopped if:

(a) Customer has breached any of its material obligations under the Agreement and has not cured such breach within thirty (30) days of receipt of a notice of default from Schneider Electric;

(b) Customer has breached any of its material obligations under any Schneider Electric end user licensing agreement and Customer has not cured such breach within thirty (30) days of receipt of a notice of default from Schneider Electric;

(c) Customer does not use the Services for its own internal business purposes or uses the Services to provide similar services related to the Software or Goods to any third party and Customer has not cured such breach within thirty (30) days of receipt of a notice of default from Schneider Electric; or,

(d) Customer fails to pay the CFP Fee when due and Customer has not cured such breach within ten (10) days of receipt of a notice of default from Schneider Electric.

8.2 Termination For Convenience.

(a) Schneider Electric may at any time, without cause, terminate the Agreement and stop all Services under the CFP, by giving Customer ninety (90) days written notice of such termination. If Schneider Electric elects to terminate under this Section 8.2(a) prior to the end of the then-current Agreement term, then Customer shall be entitled to a pro-rated refund of CFP Fees actually paid by Customer to Schneider Electric.

(b) Customer may terminate the Agreement without cause by giving Schneider Electric ninety (90) days written notice of such termination prior to the specified termination date. Upon termination of the Agreement, Customer shall pay Schneider Electric (i) all fees and expenses (including but not limited to CFP Fees) earned or incurred in connection with the performance of the Services under the Agreement until the effective date of such termination ("Fees and Expenses"); (ii) any and all reasonable costs directly related to Customer's termination pursuant to this provision, including costs associated with personnel reassignment, travel and other administrative requirements, which termination costs equal 25% of the remaining balance of the total Agreement value and (iii) a Termination Fee equal to 2.5 % of the Agreement value.

8.3 No Damages for Termination. Schneider Electric will not be liable to Customer for any claims or damages of any kind arising out of termination of the Agreement in accordance with Sections 8.1 ("Termination") or 8.2 ("Termination For Convenience").

9. Suspension of Services. Without prejudice to other remedies available by law, Schneider Electric reserves the right to suspend Services if Customer does not comply with its obligations under the Agreement.

10. Work Product and Residual Rights. "Work Product" means any new or useful art, discovery, improvement, deliverable, process, invention, modification, enhancement, product, software, whether or not copyrightable or patentable, inclusive of all related know-how, trade secrets, and any other tangible or intangible technical material or information. Any Work Product developed under the Agreement is not to be considered made-for-hire under the United States Copyright Act and, at all stages of development, will remain the sole and exclusive property of Schneider Electric. Customer further agrees that it will take all actions and execute and deliver all documents requested by Schneider Electric in order to evidence Schneider Electric's rights in and to the Work Product. It is agreed and understood that

Customer First renewal

Schneider Electric is otherwise free to use its general knowledge, skills and experience and any general ideas, concepts or know-how and techniques related to or derived from the performance of Services under the Agreement.

10.1 Confidential Information. "Confidential Information" shall mean any and all information in any form that disclosing party provides to receiving party in the course of the Agreement and that either (i) has been marked as confidential; or (ii) is of such nature that a reasonable person would consider confidential under like circumstances. Notwithstanding the foregoing, Confidential Information shall not include any information, however designated, which the receiving party can show (a) is or has become generally available to the public without breach of the Agreement by the receiving party, (b) became known to the receiving party prior to disclosure to the receiving party by the disclosing party, (c) was received from a third party without breach of any nondisclosure obligations to the disclosing party or otherwise in violation of the disclosing party's rights, or (d) was developed by the receiving party independently of any Confidential Information received from the disclosing party. Additionally, Confidential Information does not include work product resulting from the Services performed hereunder.

Each party or third party whose Confidential Information has been disclosed retains ownership of its Confidential Information. Each party agrees to (i) protect the Confidential Information received from the disclosing party in the same manner as it protects the confidentiality of its own proprietary and confidential materials but in no event with less than reasonable care; (ii) use the Confidential Information received from the disclosing party only in furtherance of the business relationship between the parties. Upon termination of the Agreement or upon written request submitted by the disclosing party, whichever comes first, the receiving party shall return or destroy, at the disclosing party's choice, all of the disclosing party's Confidential Information. Neither party shall, except with respect to its employees, contractors or agents with a need to know for purposes of the Agreement, disclose to any person any Confidential Information received from the disclosing party without the disclosing party's prior written consent. However, the receiving party may disclose Confidential Information pursuant to an order of a court or governmental agency, provided that the receiving party shall first notify the disclosing party of such order and afford the disclosing party the opportunity to seek a protective order relating to such disclosure.

A receiving party's obligations hereunder, including the obligations to protect and preserve the secrecy of Confidential Information delivered hereunder will survive any termination or expiration of the Agreement for a period of five (5) years from the date of disclosure.

11. Limited Warranties and Exclusive Remedy. Services will be performed in a professional manner and warranted for a period of 90 days from the date of Service. Schneider Electric warrants that any parts, for Goods which are supplied while performing Services under the Agreement, will be free from material defects for a period of 90 days following delivery of such parts. Additionally, Schneider Electric warrants that any Software upgrades, patches, service packs, quick fix, quick custom, or corrective fixes which are supplied while performing Services under the Agreement, will be free from material defects for a period of 90 days following delivery of such Software upgrades, patches, service packs, quick fix, quick custom or corrective fixes. For any breach of these warranties, a Customer's exclusive remedy, and Schneider Electric's entire liability, shall be the reperformance of the Services or repair or replacement of such parts, Software upgrades, patches, service packs, quick fix, or quick custom.

DISCLAIMER OF ALL OTHER WARRANTIES

THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SCHNEIDER ELECTRIC, ITS DEALERS, DISTRIBUTORS OR AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES SET FORTH ABOVE AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. SCHNEIDER ELECTRIC DOES NOT WARRANT THAT THE SOFTWARE OR GOODS WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE SOFTWARE OR GOODS WILL OPERATE IN COMBINATIONS OTHER THAN AS SPECIFIED IN SCHNEIDER ELECTRIC'S DOCUMENTATION, THAT THE OPERATION OF THE SOFTWARE OR GOODS WILL BE UNINTERRUPTED OR

ERROR-FREE OR THAT THE SOFTWARE, GOODS OR SERVICES, INCLUDING BUT NOT LIMITED TO CYBER SECURITY SERVICES, WILL PROTECT AGAINST ALL POSSIBLE SECURITY THREATS, INTERNET THREATS OR OTHER THREATS OR INTERRUPTIONS.

12. Liability Limitation and Exclusion of Damages. In no event shall Schneider Electric be liable for any indirect, incidental, special, punitive or consequential damages, or damages for loss of profits, revenue, data or use, incurred by a Customer or third party, whether in an action in contract or tort, even if Schneider Electric has been advised of the possibility of such damages. Schneider Electric's liability for damages hereunder or relating hereto (whether in an action in contract or tort) shall in no event exceed the amount of fees paid to Schneider Electric by Customer with respect to the Services provided to Customer within the 12 month period prior to the time such liability arose. The provisions of this Section 12 allocate the risks between Schneider Electric and a Customer and Schneider Electric's pricing reflects this allocation of risk and the limitation of liability specified herein.

Customer First renewal

13. Taxes. CFP Fees and other fees due under the Agreement do not include state, federal, local sales tax, use, excise, valued added or other similar taxes, all of which will be paid by Customer.

14. Relationship of Parties. The parties to the Agreement are independent contractors. There is no relationship of agency, partnership, joint venture, employment, or franchise between the parties. Neither party nor its employees has the authority to bind or commit the other party in any way or to incur any obligation on its behalf.

15. Customer's Obligations.

(a) Customer shall indemnify, hold harmless and defend Schneider Electric from and against any claims, damages or liabilities asserted by any third party against Schneider Electric as a result of Schneider Electric's access to Customer's or Third Party Products including but not limited to claims, damages or liabilities for infringement of any third party's intellectual property rights.

(b) Schneider Electric's performance depends upon Customer's timely and effective cooperation, including providing Schneider Electric with reasonable facilities, timely access to appropriate data and information, timely decisions and approvals and appropriately skilled Customer personnel. Schneider Electric will not be liable for any failure to perform Services under the Agreement, to the extent that the failure is caused by Customer's lack of cooperation. Schneider Electric may rely upon the accuracy and completeness of data, material, and other information furnished by Customer, without any independent investigation or verification.

16. Severability. If any provision of the Agreement is determined by a court of competent jurisdiction to be in violation of any applicable law or otherwise invalid or unenforceable, such provision will to such extent as it will be determined to be illegal, invalid or unenforceable under such law be deemed null and void. The Agreement will otherwise remain in full force and effect.

17. No Implied Waivers. The failure of either party to exercise any right or option granted under the Agreement, or to require the performance by the other party hereto of any provision of the Agreement, will not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of the same or any other provision of the Agreement.

18. Assignment. Customer may not assign the Agreement, in whole or in part, without Schneider Electric's prior written consent. Any attempt to assign the Agreement without such consent will be null and void. Subject to the foregoing, the Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

19. Translation. The language of the Agreement is expressly stipulated to be English. In the event that the Agreement is translated into another language, the English language version of the Agreement shall govern for purposes of interpretation and enforcement.

20. Force Majeure. Except for payments due under the Agreement, neither party will be responsible to the other for any failure or delay in its performance due to acts of God or other unforeseen circumstances beyond the reasonable control of either party, provided that such party gives prompt written notice thereof to the other party and uses its diligent efforts to resume performance.

21. Compliance.

(a) Restricted Rights Legend - U.S. Government Users. The software is a "commercial item" as that term is defined at 48 CFR 2.101 (October 1995), consisting of "commercial computer software" and "commercial computer software documentation", as such terms are used in 48 CFR 12.212 (September 1995), and is provided to the U.S. Government only as a commercial end item. Consistent with 48 CFR 12.212 and 48 CFR 227.7202-1 through

227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only those rights set forth herein. Contractor/ manufacturer is Schneider Electric Systems, Inc., 5601 Granite Parkway, Suite 1000, Plan, TX 75024. Telephone: (469) 365-6400.

(b) Export Restrictions. Customer agrees to comply fully with all applicable international and national export laws and regulations, including the U.S Export Administration Regulations and the Office of Foreign Asset Control Regulations, as well as end-use and destination restrictions issued by the U.S and foreign governments to assure that neither the Software nor Goods nor any direct product thereof are (i) exported, directly or indirectly, in violation of export laws; or (ii) are intended to be used for any purposes prohibited by the export laws.

22. Governing Law and Dispute Resolution. The Agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts, USA, without regard to the conflict of laws provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement. The governing language for the Agreement shall be English, and no concurrent or subsequent translation of the Agreement into any

Customer First renewal

language shall modify any term of the Agreement and the English language version of the Agreement shall control in the event of conflict. Any claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by final and binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and its Optional Procedures for Large, Complex Commercial Disputes. The arbitration shall be heard and determined by a panel of three (3) arbitrators selected by the AAA. The arbitrators shall have exclusive authority to resolve any and all disputes relating to procedural and substantive questions of arbitrability, including but not limited to, choice of venue and choice of law issues, and the formation, interpretation, applicability, scope, and enforceability of this agreement to arbitrate. The parties shall be entitled to conduct discovery in accordance with the Federal Rules of Civil Procedure under the supervision of the arbitrators. The arbitration proceeding shall occur in Boston, Massachusetts. The parties shall equally share the arbitrators' fees, and the arbitration and all related proceedings and discovery shall take place pursuant to a protective order entered by the arbitrators that adequately protects the confidential nature of the parties' proprietary and confidential information. The prevailing party in such arbitration shall be entitled to recover its reasonable attorney's fees. In no event shall any arbitration award provide a remedy beyond those permitted under the Agreement, and any award providing a remedy beyond those permitted under the Agreement shall not be confirmed, no presumption of validity shall attach, and such award shall be vacated. No claim may be brought as a class action, combined or consolidated with any other proceeding, nor may any proceeding be pursued in a representative capacity or on behalf of a class. Neither party has the right to act as a class representative or participate as a member of a class of claimants with respect to any claim. Either party may, without waiving any remedy under the Agreement, seek from any court of competent jurisdiction any interim or provisional relief that such party deems necessary to protect its confidential information and property rights, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the claim).

23. Survival of Provisions. The Sections of the Agreement that by their nature survive expiration or termination of the Agreement include but are not limited to the following Sections: Section 8.3 ("No Damages For Termination"), Section 10 ("Work Product and Residual Rights"), Section 10.1 ("Confidential Information"), Section 11 ("Limited Warranties and Exclusive Remedy"), Section 12 ("Liability Limitation and Exclusion of Damages"), Section 13 ("Taxes"), Section 15 (a), Sections 16-22 and Sections 23-24.

24. Entire Agreement. The Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior or contemporaneous representations, understandings or agreements whether written or oral, relating to its subject matter. The Agreement may be amended or modified only by a writing that is signed by authorized representatives of both parties. The Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. No terms, provisions or conditions of any request for proposal, purchase order, acknowledgement or other business form that Customer may use in connection with the Agreement will have any effect on the rights, duties or obligations of the parties hereunder, or otherwise modify, the Agreement, regardless of any failure of Schneider Electric to object to such terms, provisions or conditions.

10. AGREEMENT ACCEPTANCE

Execution of this Agreement & receipt of a Purchase Order represents acceptance into the Customer FIRST program and acceptance of these terms and conditions for the term indicated above.

PURCHASER	
Client (Company) Name	City of Galveston
Address	
City/State/Zip	
Country	USA
Authorized Purchaser Representative	
Title	
Date	

SCHNEIDER ELECTRIC	
Schneider Electric Local Entity Name	Schneider Electric Systems USA, Inc.
Acceptance By	
Title	Senior Manager, Solutions & Services Delivery
Date	November 11th, 2018

ADDENDUM #1

EUROTHERM BY SCHNEIDER ELECTRIC Customer Support Agreement MWTP - 18Q-0122-3

THIS ADDENDUM #1 is by and between the City of Galveston, a Municipality incorporated under the laws of the State of Texas, Galveston Texas, and **Schneider Electric Systems USA, INC., (Company)** located at 44621 Guilford Drive, Suite 100, Ashburn, VA 20147 or Boston One Campus, 800 Federal Street, Andover, MA, 01810, is entered into on this 1st day of January 2019.

WHEREAS, The City of Galveston and Company have entered into an agreement for an annual Customer Support contract for the Foxboro A2/PAC System Platform at the **City of Galveston Supply Division Pump Stations and Elevated Storage Tank facilities**; and,

WHEREAS, the details of this Agreement include Company Quote **18Q-0122-3**, dated December 1st, 2018; and its attached and corresponding Customer First Support Agreement as amended and incorporated herein for all intents and purposes.

WHEREAS, the City and Company, agree to make the following provisions or amendments a part of the Company Customer Service Agreement (Agreement).

1. The obligations of the City of Galveston to make payments to Company are subject to appropriation by the City of Galveston of funds that are lawfully available to be applied to such purpose.
2. The term of the Agreement shall be for three (3) years. The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed Fifty-nine thousand six hundred twenty-six dollars and eighteen cents (\$59,626.18), Sixty-seven thousand two hundred thirty-one dollars and nine cents (\$67,231.09) and Sixty-nine thousand five hundred seventy-one dollars and six cents (\$69,571.06) respectively for the three years.
3. The City shall not be responsible for payment to Company for any additional services or expenses not specifically included in Company quote except upon execution of an amendment to this Agreement in writing by both parties. Parties shall attempt to resolve any payment disputes within sixty (60) days or the matter may be submitted to mediation.
4. The parties agree that Company will provide proof of insurance in accordance with:

Required Insurance: Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project; Automobile Liability Insurance, Worker's Compensation Insurance and Professional Liability Insurance. Limits are to be equal to or greater than:

a. Commercial general liability insurance:

\$2,000,000 general liability (includes products and personal, etc.)

\$1,000,000 fire damage

\$1,000,000 automobile damage

\$500,000 workers compensation employers' liability

Statutory limits for workers compensation

Insurance coverage shall be on an **"occurrence basis"**

- b. Company agrees to notify City in the event the limits of its insurance should fall below the required City coverage's or if the insurance policies lapse and substitute insurance is not obtained.

5. Paragraph (8.1) "Termination" shall be amended to add:

(e) If, through any cause, Company shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if Company shall violate any of the covenants, agreements, or stipulations of this agreement, the City shall thereupon have the right to terminate this agreement by giving written notice to Company of such termination and specifying the effective date thereof, at least thirty days before the effective date of such termination.

6. Paragraph (8.2) "Termination for Convenience" shall be amended to read:

(b) The City may terminate the Agreement without cause by giving Company ninety (90) days written notice of such termination prior to the specified termination date. Upon notice of termination to Company, services/expenses provided thereafter shall be provided after written express approval has been granted to Company by the City. If the agreement is terminated by the City as provided herein, Company will be paid for the time provided and expenses, as approved by the City, incurred up to the termination date.

7. Paragraph (8.3) "No Damages for Termination" shall be amended to add:

Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Company by the Company.

8. Paragraph (15) "Customer's Obligations" shall be amended to add:

(c) Company shall indemnify, defend, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any third party claims, actions, lawsuits, proceedings, damages, loss, damage, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent of any negligent act or omission of Company or those acting under Company's supervision or control. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify, and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

9. Paragraph (22) "Governing Law and Dispute Resolution" shall be removed and amended to read:

This Agreement shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Agreement, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Agreement or the Work.

Except as amended herein, all other terms and provisions of the agreement shall remain in full force and effect. In case of conflict, the terms of this Addendum take precedence.

The party signing this Agreement represents that this Agreement and the transactions contemplated in this Agreement and the execution and delivery of this Agreement have been duly authorized by all necessary directors, officers, or agents.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

City of Galveston, Texas

Schneider Electric Systems USA Inc.

By: _____

By:  _____

Print: Brian Maxwell, City Manager

Print: Bryan Sutherland

Date: _____

Date: December 1st, 2018

ATTEST:

By: _____
Janelle Williams,
City Secretary

APPROVED AS TO FORM:

By: _____
City Attorney's Office

Sole Source Letter

SOLE SOURCE JUSTIFICATION

Schneider Electric Systems USA, Inc. - Eurotherm US Division - Preventative Maintenance Services

The materials and services listed in Customer First Support Contract **18Q-0122-3**, dated December 1st, 2018, are available from only one source, and competition is precluded for reasons indicated below. There are no substitutes available, or alternative suppliers for these items.

Restricted to the following source:

Manufacturer: Schneider Electric Systems USA, Inc. - Eurotherm US Division

Manufacturer's Dealer/Representative: None exist for the specified items.

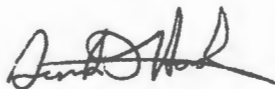
Description of the item / services required:

Schneider Electric Systems USA, Inc. A² Automation System Customer First Support Contract, comprising:

- Preventative Maintenance Services
- On-site Corrective Assistance
- Module Exchange Program

The above specified materials and services must be compatible in all aspects (form, fit, and function) with the existing system. These materials and services are available only from Schneider Electric Systems USA, Inc. - Eurotherm US Division. Furthermore, Schneider Electric Systems USA, Inc. - Eurotherm US Division supplied the original system. Together, this uniquely qualifies Schneider Electric Systems USA, Inc. - Eurotherm US Division as the sole source.

Sincerely,



Derek Hook
Senior Business Development Manager
Eurotherm by Schneider Electric
E: derek.hook@schneider-electric.com
M: (954) 294-3705



CITY OF GALVESTON Sole Source Justification

Vendor: Schneider-Electric Systems USA, Inc. Vendor #: _____

Requisition #: _____

Product/Service: Schneider-Electric USA, Inc. is the sole source provider for maintenance of Foxboro A2/PAC SACAD systems equipment that is being used at City of Galveston Supply Division facilities.

Estimated expenditure for the above commodity or service: \$59,626.18 for 2019, \$67,231.09 for 2020 and \$69,571.06 for 2021.

This form must be completed for each requisition/contract that provides for proprietary (sole source) acquisition of goods and services valued at a total amount of \$1,000 or more. If more space is needed, please attach additional page(s). Inadequate justification or documentation for a request for non-competitive procurement will result in a solicitation of bids or quotes.

Unique Features. Specify the unique features or characteristics of the goods or services that are requested:

Schneider-Electric USA, Inc. is the sole source provider for maintenance of Foxboro A2/PAC SACAD systems

Special Needs. Briefly explain why the unique specifications restrict the requisition to one manufacturer or provider:

Schneider-Electric USA, Inc. is the sole source provider for maintenance of Foxboro A2/PAC SACAD systems

Other Sources. State the reason or reasons why competing products are not satisfactory, e.g. a justification for the proprietary (sole source) acquisition:

Check all entries below that apply to the proposed purchase. (More than one entry will apply to most sole source products/services requested).

1. ☒ **SOLE SOURCE REQUEST IF FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO OTHER DISTRIBUTORS.** (Attach the manufacturer's written certification that no regional distributors exist. Item No. 3 also must be completed.)
2. ☐ **SOLE SOURCE REQUEST IS FOR THE ONLY GALVESTON COUNTY AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER.** (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item No. 3 also must be completed.)
3. ☒ **THIS IS THE ONLY ITEM OR SERVICE REASONABLY KNOWN THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION.** (Attach memorandum with details of specialized function or application.)
4. ☒ **CAPTIVE REPLACEMENT PARTS OR COMPONENTS FOR EQUIPMENT: THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER.** (Explain in separate memorandum.)

5. ☒ THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION OR COMPATIBILITY WITH EXISTING EQUIPMENT OPERATIONS OR SERVICES. (Attach Memorandum describing basis for standardization request.)
6. ☐ NONE OF THE ABOVE IS APPLICABLE. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN THE ATTACHED MEMORANDUM.

The undersigned attests that the above is true and correct and requests that this purchase be exempt from the City's purchasing policies and applicable state law requirements for competitive procurement.

Angelo Grasso

Department Director (Print Name)

Department Director (Signature)

Public Works

Department

Date

(FOR PURCHASING DEPARTMENT USE ONLY)

APPROVED

NOT APPROVED

REASON, IF NOT APPROVED: _____

BY: _____

DATE: _____



City of Galveston

DEPARTMENT OF PUBLIC WORKS

Angelo Grasso, Director of Municipal Utilities

agrasso@galvestontx.gov | Office Number: (409) 797-3962 | www.galvestontx.gov

Date: December 4, 2018

To: Honorable Mayor and City Council
Brian Maxwell, City Manager

From: Angelo Grasso, Director of Municipal Utilities

RE: Consider for approval, the purchase of Team Furmanite Insert Valves Kits with Plugs from Team Inc. at a cost of \$100,618.00. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- The Municipal Utilities Distribution Division is responsible for the maintenance of the City's water pipeline system.
- Many of the valves that are used to shut down the water system are older valves that are not working correctly. There are times when the length of a water system shutdown has to be extended because the Distribution Division crews cannot get the water valves to properly close.
- A method to provide a line closure in a water system is a line stop machine. A line stop machine will install insertion valves or line stop fittings to stop the flow of water in a pipeline system. The installation of line stop system can insure that the length of the water line shutdown will be done for a shorter distance.

II. Current Situation

- In 2017, the Distribution Division purchased Team Furmanite Insert Valve line stop equipment. The equipment purchased provides the following line stop capabilities:
 - 1) The resilient wedge seats on the valve body not on the pipe
 - a. When the wedge contacts the bottom of the valve it does not put pressure on the pipe causing pipe deflection and stress
 - b. The wedge operates without pressure balancing or equalization due to its built-in wedge guides
 - c. The wedge does not need the cut or milled edge of the pipe to create a seal. Hence the rubber on the wedge will not rub or wear off as it passes in and out of the pipe.
 - 2) True MJ connections allow for future downstream pipe replacement
 - a. The old pipe is not an integral part of the new Insert Valve
 - 3) Even if the stem breaks all the moving parts of the Insert Valve can be repaired under pressure.





City of Galveston

DEPARTMENT OF PUBLIC WORKS

Angelo Grasso, Director of Municipal Utilities
agrosso@galvestontx.gov | Office Number: (409) 797-3962 | www.galvestontx.gov

- The Insert Valves that are installed must be Team Furmanite Insert Valves with Plugs.
- The Distribution Division received the following cost proposals from TEAM Inc. for the purchase of Insert Valve Kits with Plugs.

Quantity	Description	Unit Price	Line Total
8	6 Inch Insert Valve with Plug	\$ 6,000.00	\$ 48,000.00
4	8 Inch Insert Valve with Plug	\$ 6,967.00	\$ 27,868.00
1	10 Inch Insert Valve with Plug	\$11,283.00	\$ 11,283.00
1	12 Inch Insert Valve with Plug	\$13,467.00	\$ 13,467.00

- The total purchase price for the 14 various sized Insert Valves with Plugs is \$100,618.00

III. Issues

- Impact or Ramifications: The purchase of a line stop machine could reduce the length of waterline system that needs to be shut down during a water repair.

IV. Recommendation

Recommend for City Council to approve the purchase of Team Furmanite Insert valve Kits with Plugs from Team Inc. at a cost of \$100,618.00.

VI. Fiscal Impact Report

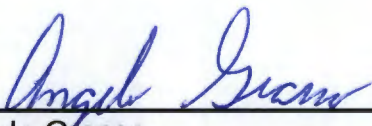
Requested by: Robert Diaz, Distribution Superintendent
Angelo Grasso, Director of Municipal Utilities

Funding Source: 2017 – 2021 Capital Improvement Project Water System Improvements and Water Valve Replacement Program Project W1618

Costs of implementation: \$100,618.00

Respectfully Submitted,

Forwarded for Approval,



Angelo Grasso
Director of Municipal Utilities

Brandon Cook
Assistant City Manager of Development
and Municipal Services



City Of Galveston – Public Works
PO Box 779
823 Rosenberg Room 205
Galveston Texas
77553

Date:	December 4, 2018
Attention:	Mr. Howard "Dan" Hudson
Subject:	Insert Valve
Quote No.:	COG- Inertvalve120418.01

SCOPE OF WORK AS BID

Item	Qty	Description	Price Ea.	Line Total
1	8	6" Insert Valve Kit with Plug	\$ 6,000.00	\$ 48,000.00
2	4	8" Insert valves Kit with Plug	\$ 6,967.00	\$ 27,868.00
3	1	10" Insert Valve Kit with Plug	\$ 11,283.00	\$ 11,283.00
4	1	12" Inter Valve Kit with Plug	\$ 13,467.00	\$ 13,467.00
Total				\$ 100,618.00

SCHEDULE AS BID

- Terms: Net 30 days
- Delivery – 4 to 6 weeks from receipt of written order
- Freight added to invoice at cost

BUDGETARY ESTIMATE

Estimated Price, based expressly upon the scope, schedule, specifications and requirements as outlined in this proposal is as follows:

\$ 100,618.00

NOTE: FAI standard ST/OT/PT labor schedule definitions and standard company holidays apply; any work taking place outside of the quoted scope and/or schedule will be charged at T&M Rates in addition to the Budgetary Estimate.

STIPULATIONS

- An eight- (8) hour minimum will apply to all work requests.
- Load time and travel time will be charged portal-to-portal at the applicable rate.
- Equipment is charged portal-to-portal; freight charges are in addition to all pricing contained herein.
- Standby rates for lost time due to delays beyond our control are charged at the applicable hourly rate for labor and equipment.
- Customer is responsible for providing normal support services to Furmanite; including, but not limited to:
 - Air supply at a minimum of 90 psig and 90 cfm
 - Coordination of all work permits, etc.
 - Diesel fuel for power supplies
 - Crane/lifting support for the job duration
 - Normal services, such as lighting, access, 110V power, etc.
 - Safe & secure scaffolding/excavation prepared in advance
 - Any special handling equipment in excess of standard PPE
 - Equipment off-loading/re-loading
- The prices quoted herein will be held firm for one year.
- Payment in full required net 30 days upon receipt of invoice; no retention allowed.
- All taxes, customs clearances, duties, fees of materials and equipment, as applicable, are extra.
- Furmanite America, Inc.'s standard terms and conditions apply.

CUSTOMER ACKNOWLEDGEMENT AND ACCEPTANCE

Printed Name	Signature	Title	Date
The signature above stipulates agreement to the scope and terms of this provided estimate; in order for work to commence, please sign and return to your TEAM Representative via fax at (281) 842-5111.			

STANDARD TERMS & CONDITIONS

Furnishing of products ("Products") and/or the performance of services ("Services") by TEAM Furmanite, Inc. ("Furmanite") for the customer referenced in the attached document (the "Customer") is subject to the following terms and conditions, notwithstanding any provisions to the contrary in any Customer document (such as purchase order, work order, etc.) unless signed by an officer of both parties:

1. Products and Services shall be invoiced at (and Customer shall pay) the price shown on the attached quote or offer document or, if no price is shown, at the price shown on the current price list of Furmanite. In addition, Customer shall pay any and all additional charges for transportation, freight, packing and other related charges, as well as any federal, state or local tax or charge applicable on the sale, transportation or use of Products or Services.
2. Except as specified herein, Furmanite is not and shall not be utilized primarily as a labor pool source. As a result, it is agreed that the rate schedule for labor pricing is effective only when combined with Services performed by Furmanite. In the event Customer desires to utilize labor only, the applicable rates shall be mutually negotiated and agreed in advance.
3. Customer agrees to pay Furmanite any and all amounts payable for Products and/or Services on or before thirty (30) days from the invoice date at the designated address of Furmanite. Amounts unpaid after such thirty (30) day period shall bear interest at the lesser of (i) one and one-half percent (1-1/2 %) per month or (ii) the maximum rate allowed by law. Customer shall also pay any and all of Furmanite's attorney's fees and court costs if any amounts hereunder are collected by an attorney or through legal proceedings.
4. Furmanite shall endeavor to make timely delivery of any orders placed by Customer and otherwise perform its obligations hereunder in accordance with the schedule and timeline agreed to by Furmanite, but shall not in any case be liable for any failure or delay in delivery or in performance of its contractual obligations if such failure or delay is a result of differences with workmen, local labor shortages, any government regulation or order, fire, flood, Act of God or other casualty or cause beyond the reasonable control of Furmanite, whether similar or dissimilar to those enumerated above.
5. The Customer shall furnish Furmanite with necessary shop drawings, diagrams, or blueprints of the material to be repaired or sealed which shall be required by Furmanite to complete its Services.
6. The compounds, techniques, procedures, tools, drawings, documents, and records of Furmanite utilized in the performance of its work are the property of a confidential disclosure of Furmanite and shall not, without written authorization of an executive officer of Furmanite, be divulged, used, reproduced or copied by the Customer, its agents, servants, or employees in whole or in part for any purpose. Any such information delivered to Customer must be promptly returned to Furmanite upon request.
7. Furmanite's offer or quote includes only such materials and work as are specified therein. Provision for scaffolding, compressed air, special tools, and special safety equipment, auxiliary breathing apparatus, welding equipment, etc., are not included unless expressly stated herein.
8. Customer agrees to provide a work area which is safe in all respects and meets the requirements of the Occupational Safety and Health Act of 1970 (29 USC 651, et seq.). Furmanite, in performing such services, shall comply with all applicable plant safety regulations of which it is notified in writing and all safety requirements of state, federal and local law. Whenever work is to be performed under hazardous conditions, such as the presence of flammable, explosive, corrosive, or toxic material or the existence of unusually high pressure, heat or difficult access, Customer must provide fire or safety personnel in attendance at all times during the work, sufficient to ensure the safety of Furmanite personnel and prevent damage to Furmanite property and equipment supplied.
9. FURMANITE AGREES TO PERFORM SERVICES AND/OR MANUFACTURE PRODUCTS IN A GOOD AND WORKMANLIKE MANNER. NO OTHER WARRANTY OR GUARANTEE IS GIVEN BY FURMANITE AND ALL EXPRESS AND/OR IMPLIED WARRANTIES ARE EXCLUDED, INCLUDING BUT NOT LIMITED TO FITNESS OF PURPOSE AND MERCHANTABILITY.
10.
 - A. It is understood and agreed that Furmanite's Liability, damages, and/or indemnification in any manner shall apply only to damages caused by and to the extent of Furmanite's own negligence.
 - B. It is agreed that neither party shall be liable for any consequential, special, or indirect damages of any nature.
 - C. Furmanite's damages, liabilities, costs or expenses shall not under any circumstances exceed the amount received by Furmanite for Services and/or Products from Customer for this order or job, unless otherwise agreed.
 - D. Customer agrees and acknowledges that Furmanite shall bear no liability for work performed by any subcontractor secured at Customer's request or for Customer's benefit and further agrees to indemnify and hold Furmanite harmless from any liability for any damage, loss or expense (whether of Customer or any third party) caused directly or indirectly by such subcontractor.
11. Any release, affidavit and/or waiver required of Furmanite shall only apply to labor, material men and equipment Liens.
12. It is agreed that any insurance provisions required of Furmanite and/or its Insurers, including but not limited to waiver of subrogation, additional insured and/or primary noncontributory coverage, shall be subject to the provisions of these Terms and Conditions, particularly Paragraph 10 above. Customer shall not utilize Furmanite's insurance to cover its negligence or obligations.
13. It is agreed that no party shall have any rights to take over Furmanite tools or equipment.
14. These Terms and Conditions and any purchase or work order or other document related thereto shall be governed by the Laws of the State of Texas. Any legal filing, mediation or other legal matter shall be done in Houston, Texas.

TEAM FURMANITE

December 04, 2018

City of Galveston
P.O. Box 779
823 Rosenberg, Room 205
Galveston, TX 77553

Attention: Howard Hudson

Subject: Sole Source Statement regarding Team's InsertValve System

Dear Mr. Hudson:

We are pleased to provide you the information you requested.

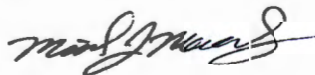
The United States patent numbers for the InsertValve are 6,776,184 and 7,225,827. There are 28 unique claims in these patents. Each of the patents will expire February 28, 2023.

Hence we are qualified to ensure that the InsertValves manufactured by TeamFurmanite meet your specifications. In addition TeamFurmanite is the sole source manufacture of InsertValve.

Please review several of the excellent InsertValve benefits that provide value to your underground infrastructure:

- 1) The resilient wedge seats on the valve body not on the pipe
 - a. When the wedge contacts the bottom of the valve it does not put pressure on the pipe causing pipe deflection and stress
 - b. The wedge operates without pressure balancing or equalization due to its built in wedge guides
 - c. The wedge does not need the cut or milled edge of the pipe to create a seal. Hence the rubber on the wedge will not rub or wear off as it passes in and out of the pipe.
- 2) True MJ connections allow for future downstream pipe replacement
 - a. The old pipe is not an integral part of the new InsertValve
- 3) Even if the stem breaks all the moving parts of the Insert Valve can be repaired under pressure.

We certainly appreciate your desire to procure a quality InsertValve that meets your specifications. Let us know if you need any other information.
Thank you in advance for your business.



Michael J. Mecredy
Business Development Manager
704-737-8825

Cc: Heather Wray – The Valve Agency



CITY OF GALVESTON Sole Source Justification

Vendor: Team Inc. (Team Furmanite) Vendor #: _____

Requisition #: _____

Product/Service: Team Inc. is the sole source provider for insert valves to be used with Team Furmanite Insert Valve Line Stop Equipment.

Estimated expenditure for the above commodity or service: \$100,618.00.

This form must be completed for each requisition/contract that provides for proprietary (sole source) acquisition of goods and services valued at a total amount of \$1,000 or more. If more space is needed, please attach additional page(s). Inadequate justification or documentation for a request for non-competitive procurement will result in a solicitation of bids or quotes.

Unique Features. Specify the unique features or characteristics of the goods or services that are requested:

Team Inc. is sole source provider for insert valves used with Team Furmanite Insert Valve Line Stop Equipment.

Special Needs. Briefly explain why the unique specifications restrict the requisition to one manufacturer or provider:

Team Inc. is sole source provider for insert valves used with Team Furmanite Insert Valve Line Stop Equipment.

Other Sources. State the reason or reasons why competing products are not satisfactory, e.g. a justification for the proprietary (sole source) acquisition:

Check all entries below that apply to the proposed purchase. (More than one entry will apply to most sole source products/services requested).

1. ☒ SOLE SOURCE REQUEST IF FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO OTHER DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item No. 3 also must be completed.)
2. ☐ SOLE SOURCE REQUEST IS FOR THE ONLY GALVESTON COUNTY AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item No. 3 also must be completed.)
3. ☒ THIS IS THE ONLY ITEM OR SERVICE REASONABLY KNOWN THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
4. ☒ CAPTIVE REPLACEMENT PARTS OR COMPONENTS FOR EQUIPMENT: THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)

5. ☒ THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION OR COMPATIBILITY WITH EXISTING EQUIPMENT OPERATIONS OR SERVICES. (Attach Memorandum describing basis for standardization request.)
6. ☐ NONE OF THE ABOVE IS APPLICABLE. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN THE ATTACHED MEMORANDUM.

The undersigned attests that the above is true and correct and requests that this purchase be exempt from the City's purchasing policies and applicable state law requirements for competitive procurement.

Angelo Grasso
Department Director (Print Name)

Angelo Grasso
Department Director (Signature)

Public Works
Department

12/4/18
Date

(FOR PURCHASING DEPARTMENT USE ONLY)

_____ APPROVED _____ NOT APPROVED

REASON, IF NOT APPROVED: _____

BY: _____

DATE: _____



City of Galveston

Teichman Road Waterline

23 October 2018

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Daniel Christodoss, P.E., City Engineer

RE: Consider for approval the Teichman Road Waterline design proposal from Arceneaux Wilson and Cole, LLC (AWC) of \$248,800.00. Authorizing the City Manager to execute documents on approval by City Attorney.

I. Background

- A. The Public Works Department is responsible for the maintenance of the City of Galveston Waterlines to provide uninterrupted service to Citizens.
- B. The City installed a larger 12 inch PVC waterline along Teichman Road for the longer section from IH 45 Feeder Road to 89th Street to match the higher demand, and a smaller 8 inch PVC waterline from 89th Street to 91st Street to meet the lower demand for this shorter segment.
- C. However, the waterline from 91st to 93rd that serves the West end of Teichman Road is still an undersized aged 6 inch AC waterline.
- D. With the recent 6 inch AC waterline break on Teichman Road between 91st Street and 93rd Street, it is recommended that a new 8 inch (min) PVC waterline per current AWWA standards be installed from 91st to the West end of Teichman Road, and the dead end be looped at Schattel and Teichman to improve circulation. Profile of the water system in this area is shown on next page.

II. Current Situation

- A. The City requested a proposal from AWC which was prequalified by the City Council in September 2018.
- B. AWC submitted a proposal for \$248,800.00 to perform the water distribution system design.
- C. AWC is available to perform at the City's request.





City of Galveston

Teichman Road Waterline



III. Impact or ramifications:

Due to the presence of Wetlands in this area, US Army Corps of Engineers (USACE) Permit will be required. Wetlands permitting is included in AWC's design proposal. If the waterline improvements design is not awarded, the City will continue to incur emergency premium costs and continued loss of service





City of Galveston

Teichman Road Waterline

to citizens due to the potential for pipeline breaks and loss of water from leaks, as well as damage to the road and potentially adjacent properties given the past experience related to maintenance challenges with this aged AC undersized waterline.

IV. **Alternatives in order of priority**

- D. Approve the proposal from AWC, for a not to exceed amount of \$248,800.00 in order to survey, model and design approximately a mile of the water distribution system along Teichman Road including new dead end loops, new valves and new fire hydrants.
- A. Do not approve the request and risk loss of service, premium cost repetitive emergency repairs, potential damage to private properties, and loss of service to our customers.

V. **Recommendation**

- E. Approve the proposal from AWC, Inc., for a not to exceed amount of \$248,800.00 to survey, model, obtain the USACE Wetlands permit, and design approximately a mile of the water distribution system along Teichman Road including the new West dead end loop, new valves and new fire hydrants.

VI. **Fiscal Impact Report**

Requested by: Daniel Christodoss, P.E.
City Engineer

Funding Sources: Waterworks CO 2017 Bonds Fund 40117

Design Cost: \$248,800.00





City of Galveston

Teichman Road Waterline

Respectfully Submitted,

Daniel Christodoss, P.E.
City Engineer



CITY OF GALVESTON
PROFESSIONAL SERVICES CONTRACT AMENDMENT

THIS AGREEMENT is entered into this _____ day of _____, 2018, by and between the City of Galveston, Texas, hereinafter called the “City”, and Arceneaux Wilson and Cole LLC, hereinafter called “COMPANY”, located in Port Arthur, Texas in connection with the following project:

Teichman Road Waterline

The City desires that the COMPANY perform certain professional engineering services in connection with the Project utilizing engineers employed by the COMPANY; and The COMPANY represents that it is qualified and desires to perform such services.

This agreement between the Parties consist of the terms and conditions set forth herein, and in those documents, attached and incorporated for all purposes; Exhibit “A”, identified as Responsive Proposal from COMPANY

WHEREAS, the City desires to engage COMPANY to render certain services in connection with the above stated project.

The COMPANY’s basic services consist of the following and include the customary engineering services.

The COMPANY shall manage the engineering services, research applicable design criteria, attend project meetings, communicate with members of the Project team, and report progress to the City.

The COMPANY shall submit for City’s approval a schedule for the performance of the engineering services. The schedule shall include anticipated dates for the commencement of construction and for substantial completion of the Work. The schedule may be adjusted by mutual consent as the projects proceeds.

The COMPANY shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project and shall respond to applicable design requirements imposed by those authorities and entities.

The COMPANY shall assist the City in connection with the City’s responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the project.

The COMPANY agrees to perform professional engineering services in a good, timely, and workmanlike manner in connection with the design of project in accordance with published federal, state, and City codes and standards, and for having rendered such services, the City agrees to pay to the COMPANY compensation as stated in the sections to follow.

NOW THEREFORE, the parties do mutually agree as follows:

PART I

1. Scope of Services

The COMPANY shall present its preliminary evaluation to the City and shall discuss with the City alternative approaches to design and construction of the project. The COMPANY shall reach an understanding with the City regarding the requirements of the Project.

1. The COMPANY shall review laws, codes, and regulations applicable to the Engineer's service.
2. The COMPANY shall provide a preliminary evaluation of the City's program schedule and construction budget requirements, each in terms of the other.
2. Attend preliminary conferences with the City regarding the Project, including preparation and distribution of meeting notes to all concerned parties.
3. Visit the Project site to assess the impact of utility conflicts.
4. Provide appropriate recommendations for the design of proper drainage and erosion control.
5. Provide soil and foundation investigations or any special surveys and tests which may be required for design.
6. When necessary, field verify existing conditions, improvements and utilities for continuity or coordination with the Project to be constructed.
7. Identify and secure all design and construction requirements for approval from all governmental/utility agencies and departments having jurisdiction over this project, including but not limited to: TEXAS DEPARTMENT OF LICENSING AND REGULATION (TDLR) and the City. Provide contact person(s) and telephone numbers from each agency contacted on the plans.
8. Based on the Project's requirements agreed upon with the City, The COMPANY shall prepare and present for the City's approval a preliminary design illustrating the scale and relationship of the Project components.
9. The COMPANY shall prepare for approval by City three (3) printed copies and one electronic copy in pdf format of the pre-Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.
10. Prepare a preliminary estimate of probable construction costs for the project. The estimate shall be subdivided by major trades or systems. Provide an analysis of the City's budget and make recommendations for revisions based on site, marketplace, or other unusual conditions encountered in the pre-design.
11. Obtain approval of the pre-design components from the City. The final pre-design documents will have a signature and date title block and Design Development

Phase Services shall not commence until signature(s) of the City's duly authorized representative(s) are affixed to the documents and written authorization to proceed by the City is received by the COMPANY. COMPANY and sub-consultant(s) shall include name of their Engineer responsible for each sheet with registration number and "interim review" stamp or note affixed.

12. The rest of the Scope of Services shall be as set forth in the attached "Exhibit A".

2. Time of Performance - The services as set forth in Exhibit A shall be effective upon execution and ends upon completion of the project. The design submittals 30%, 60%, 100% draft, and 100% Bid Package shall be completed within 120, 180, 210, and 240 days respectively from issuance of the Notice to Proceed (NTP). Completion of any phase involves City review, incorporation of City comments, and submission of the revised plans to the City, followed by written email from the City to authorize advancement to the next design phase.
3. Independent Contractors – The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither party shall make any representations tending to create an apparent or implied agency or employment relationship. Neither party has the authority to act for the other or to create obligations or debts binding on the other. Neither party shall be responsible for any obligations or expenses incurred by the other. The COMPANY by entering into this agreement, agrees the City is entering into this agreement in its governmental capacity, and not a proprietary one.
4. Standard of Care – The standard of care for all contractual and related services performed or furnished by COMPANY under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
5. Access to Information - It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to COMPANY by the City and its agencies. The City and its agencies will cooperate with COMPANY in every way possible to facilitate the performance of the work described in the contract.
6. Appropriations - The obligations of the City to make payment under this Agreement are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.
7. Compensation - The maximum amount of compensation and reimbursement to be paid hereunder for this design amendment shall not exceed **\$248,800.00**. Invoices shall be submitted by COMPANY along with deliverables and documentation of work completed. Deliverables include the following in addition to the services set forth in Exhibit A:
 - i. Predesign/kick-off meeting:

- a. Attend meeting and prepare Agenda;
 - b. Present an understanding of project scope;
 - c. Consultant to prepare pre-design meeting minutes.
- ii. 30% submittal (identified as Rev. A – 30% submittal issued for review):
 - a. Design schedule in **Smartsheet**; the City shall provide and share a blank **Smartsheet at www.smartsheet.com** and Consultant will provide the Smartsheet schedule online at **www.smartsheet.com**. No other formats will be accepted.
 - b. Field Survey Plan;
 - c. Design Plans Showing Existing Conditions and proposed concept, with existing and proposed elements clearly identified;
 - d. Typical and proposed roadway Section;
 - e. Demolition plan;
 - f. Permit applications for USACE, and TDLR EAB # and documentation that RAS review is initiated;
 - g. Provide response to City of Galveston comments/*Comment Sheet* and address comments in 60% submittal.
- iii. 60% submittal (Rev. B – 60% submittal issued for review):
 - a. Copies of electronic communication with and from private utilities to document design coordination;
 - b. Design Plans to include the following, as applicable:
 - Cover Sheet with index;
 - General notes, legend and abbreviations;
 - Sheet Layout;
 - Typical Roadway Section;
 - Survey Control Map;
 - Proposed Drainage Area Map and calculations;
 - Demolition plan;
 - Plan and profile showing stations, existing and proposed waterline;
 - Plan and Profile showing stations, existing and proposed sanitary sewer;
 - Plan and profile showing stations, existing and proposed storm sewer;
 - Intersection Details and Ramps, including crosswalks;
 - Driveway Schedule and details;
 - Cross Sections;
 - Paving Details;
 - Water system Details (blue);
 - Sanitary Sewer system Details (red);
 - Storm Sewer system Details for 25 year storm frequency with new outfall (green);
 - SW3P Plan and Details;
 - Tree Protection Plan and details;

- Detailed Traffic Control/Detour Plan and details;
 - Signage and Pavement Marking Plan and details;
 - ADA ramp details;
 - Special requirements and miscellaneous (illumination, pavers, etc.) plans, details and notes;
 - Signature of Quality Assurance reviewer. The City of Galveston will not review the submittals without the signature of the reviewer. The reviewer shall not be the Engineer of Record, but someone with the technical knowledge and not directly related to the project.
- c. AutoCAD generated takeoff estimates on each sheet;
 - d. RAS review comments;
 - e. Approved USACE, TXDOT/Galveston County, as applicable;
 - f. Revised preliminary Cost estimate
 - g. Update the design schedule in **Smartsheet at www.smartsheet.com**;
 - h. Provide response to City of Galveston comments/*Comment Sheet* and address comments in 90% submittal, as applicable.
- iv. 100% DRAFT submittal (Rev. C – 95% submittal issued for review):
- a. Utility signatures on plan cover sheet from private utilities;
 - b. Design Plans;
 - c. Project Sign;
 - d. Project Manual (Specifications, and bid forms);
 - e. AutoCAD-generated takeoff estimates on each sheet;
 - f. RAS review comments incorporated;
 - g. Final Opinion of Probable Construction Costs
 - h. Update the design schedule in **Smartsheet at www.smartsheet.com**;
 - i. Provide response to City of Galveston comments/*Comment Sheet* and address comments in 100% submittal, as applicable;
 - j. Consultant to coordinate with Construction Project Coordinator and get Project Manual with all general conditions / front-ends approved;
 - k. Signature of Quality Assurance reviewer. The City of Galveston will not review the submittals without the signature of the reviewer. The reviewer shall not be the Engineer of Record, but someone with the technical knowledge and not directly related to the project.
 - l. Apply for and obtain all approvals and permits required by local, state, and federal authorities (Texas Licensing and Regulation Commission, Texas Accessibility Standards, and any local building permits on behalf of the City of Galveston). Applications will be made when the documents are 77% complete.
- v. 100% BID PACKAGE submittal (Rev. 0 – Issued for Construction):
- a. Design Plans Issued for Construction:
 - Based on the approved 60% Design Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the City, the COMPANY shall prepare, for approval by the City, Construction Documents

consisting of Drawings and Specifications setting forth in detail the requirements for the bidding and contracting for the construction of the Project. The construction documents shall include the following:

- i. A project manual which shall include a set of technical specifications in accordance with the Construction Specification Institute's three-part format, typed one sided with letter quality characters, bid sheets, a set of bidding forms, General and Special Conditions of the agreement, and related contract forms between the City and the contractor;
 - ii. All the requirements necessary to satisfy the applicable Building Code and local, state, and federal governmental authorities having jurisdiction over the Project.
 - iii. Advise the City of any adjustments to previous statements of probable construction cost.
 - iv. Furnish the City, for review and approval, three (3) printed copies of the electronic complete sets of blue-line prints of the drawings, and one Project Manual including specifications and final updated statements of probable construction costs, for the Project. All sheets shall bear the name of the responsible Engineer and registration number and "interim review" stamp or note affixed.
 - v. After incorporating the City's review comments, furnish the City, for review and approval, three (3) printed copies and one electronic file in pdf format of the 100% complete sets of prints of the drawings, and Project Manual including specifications and updated statements of the probable construction costs, for the Project.
- b. Project Manual/Specifications/Bid form, etc.;
 - c. Cost estimate (most probable cost);
 - d. Estimated construction time and schedule in **Smartsheet**;
 - e. AutoCAD-generated takeoff estimates on each sheet;
 - f. Prepare exhibits and attend one Public Comment Meeting;
8. Bid Phase:
- a. Assist the City in the advertisements of the project for bids.
 - b. Respond to questions regarding the project during the bidding process. If required, issue addendums to clarify any questions regarding the project.
 - c. Conduct a Pre-Bid Conference between the Engineer, prospective bidders, suppliers, etc. to make certain that the scope of work is fully understood. Attend Pre-bid Meeting;
 - d. Provide Addendums to bid;
 - e. Prepare bid evaluation and reference check;
 - f. Assist the City in the opening of bids for construction of the project. Tabulate and evaluate bids, and prepare an Engineer's recommendation of Award letter for Mayor and City Council action.

- g. Prepare final contract documents for execution by the Contractor and the City.

9. Construction Phase:

- a. Attend and assist City in Pre-Construction Conferences.
- b. Make periodic visits as required for various stages of the work, but not less than weekly, as distinguished from the continuous services of a resident Project Representative to familiarize himself generally with the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the contract documents. After each visit, the COMPANY shall prepare a written report for the City of observations of the progress and quality of work performed pursuant to the contract documents. In performing these services, the COMPANY will endeavor to protect the City against defects and deficiencies in the Work, but the COMPANY neither guarantees the performance of the Contractor nor accepts responsibility for the Contractor's means, methods and worker's safety.
- c. Consult with and advise the City during construction. COMPANY will issue all instructions to the Contractor requested by the City and prepare, sign and issue routine Changes in Contract for City's approval.
- d. Review shop, laboratory, and mill tests of material and equipment and promptly report to City any deficiencies noted.
- e. Review submittals and shop drawings, furnished by Contractor, for compliance with design concepts and specifications and with information given in the contract documents.
- f. Review monthly and final estimates on forms provided by the City for payments to Contractor, and sign the appropriate certifications thereon.
- g. Prepare meeting notes and distribute copies to all attendees at all meetings related to the Project.
- h. Assist the City in performance tests required by specifications, and the initial operation of the Project.
- i. Conduct inspections to determine the date or dates of Substantial Completion (i.e. that in the opinion of the City, the Project can be used for its intended purpose notwithstanding the existence of minor items requiring completion) and the date of Final Completion (i.e. in the opinion of the City, a complete, fully furnished, fully equipped and fully useable facility has been completed); receive and forward to the City for the City's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.
- j. Prepare a set of "record or as built" drawings showing changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor. The "record" drawings shall be printed copies, electronic pdf format copy, and dwg files in AutoCAD 2010 format (for plans and elevations only).
- k. Attendance to construction progress bi-monthly meetings;

- l. Periodic visits to project site;
 - m. Review, track and approve RFIs and Submittals, including Change Orders;
 - n. Address design conflicts in the field, if any;
- 10. Invoice Design Phase – all invoices (for review and approval) related to the Design Phase shall be directed to the City Engineer and the Assistant City Engineer. Invoices shall be sent based on the submittal completion, as shown below. **Invoices will not be approved without the proper submittal/backup documents.** Always email a copy to the personnel above with the corresponding documents.
 - a. 30%
 - b. 60%
 - c. 100% Draft
 - d. 100% Bid Package – Issued for Construction
- 11. Invoice Construction Phase – All invoices related to the Construction Phase of the project shall be directed to the Construction Manager and Director of Capital Improvement for review and approval.
- 12. City shall notify COMPANY in writing, of any and all objections, if any, to an invoice and the accompanying justification documents within ten (10) days of the date of invoice. Otherwise, the invoice shall be deemed proper and acceptable by the City. Amounts indicated on invoices are due and payable immediately upon receipt and City's account will be considered delinquent if COMPANY does not receive full payment within thirty (30) days after the invoice date unless documentation to justify the invoice is neither submitted along with the invoice nor found to be acceptable to the City.
- 13. The City shall not be responsible for payment to COMPANY for any additional services or expenses not specifically included in Exhibit "A", except upon execution of an amendment to this Agreement in writing by both parties. Parties shall attempt to resolve any payment disputes within sixty (60) days or the matter may be submitted to mediation
- 14. **INDEMNIFICATION:** FOR CONSIDERATION RECEIVED, COMPANY shall indemnify, defend, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, damage, judgments, liabilities or expense on account of damage to property and injuries, including death, which may arise or result, in whole or in part from any negligent act or omission of COMPANY or those acting under COMPANY'S supervision or control. COMPANY shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, which may arise from the sole negligence of the city. **COMPANY shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify, and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.**

15. Construction – This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas. Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement. In any case, if one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
16. Termination of Contract for Cause. If, through any cause, COMPANY shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if COMPANY shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to COMPANY of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents including AutoCAD electronic files, data, studies, surveys, drawings, maps, models, photographs and reports prepared by COMPANY under this Contract shall, at the option of the City, become property of the City and the COMPANY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, COMPANY shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by COMPANY, and the City may withhold any payments to COMPANY for the purpose of set-off until such time as the exact amount of damages due the City from COMPANY is determined.
17. Termination for Convenience of the City. The City may terminate this Contract at any time by giving at least ten (10) days' notice in writing to COMPANY. If the Contract is terminated by the City as provided herein, COMPANY will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of COMPANY, Paragraphs relative to termination shall apply.
18. Modification: No change in the terms of this Contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
19. Force Majeure: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.
20. Proof of Insurance: COMPANY shall maintain certain types of insurance protection throughout the duration of the project. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas, using an insurance company with an A.M. Best rating of a B+ or better.
21. Required Insurance: Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the

contractual requirements of this project; Automobile Liability Insurance, Worker's Compensation Insurance and Professional Liability Insurance. Limits are to be equal to or greater than:

a. **Commercial general liability insurance:**

\$2,000,000 general liability (includes products and personal, etc.)

\$1,000,000 fire damage

\$1,000,000 automobile damage

\$500,000 workers compensation employers' liability

Statutory limits for workers compensation

Insurance coverage shall be on an "**occurrence basis**"

22. Assignability: COMPANY shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City. Unless specifically stated to the contrary in any written consent to assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
23. Reports and Information: COMPANY, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
24. Findings Confidential: To the extent permitted by law, all of the reports, information, data, etc., prepared or assembled by COMPANY under this contract are confidential and COMPANY agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
25. Copyright: No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of COMPANY.
26. Compliance with Local, State and Federal Laws: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.
27. Notices: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Room 203
P.O. Box 779
Galveston, Texas 77553

28. Liquidated Damages: Failure to meet the Time of Performance will result in liquidated damages of \$150.00 per consecutive calendar day until the Design Phase Elements of Service as set forth in Exhibit A and Item 7 of this agreement are completed to the written acknowledgement of the City Engineer, City Construction Project Coordinator and the City Purchasing Supervisor.

29. PUBLIC CONTACT

Contact with the news media, citizens of City or governmental agencies shall be the responsibility of the City. Under no circumstances shall the COMPANY release any material or information developed in the performance of its services hereunder without the express written permission of the City.

30. COMPLIANCE AND STANDARDS

The COMPANY shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the engineering profession to comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder, and engineer's performance.

31. OWNERSHIP OF DOCUMENTS, COPYRIGHT

The City shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to this Agreement by the COMPANY and its Sub-consultants with the same force and effect as if the City prepared same. Copies of all completed or partially completed reproducible, preliminary layouts, record drawings, digital files, sketches and other documents prepared pursuant to this Agreement shall be delivered to City when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first. The COMPANY may retain one (1) set of reproducible copies of such documents and such copies shall be for the COMPANY's sole use in preparation of studies or reports for City only. The COMPANY is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of the City.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

BY: _____

NAME: Brian Maxwell

TITLE: City Manager

DATE: _____

Arceneaux Wilson and Cole LLC

BY: _____

NAME: Joe M. Wilson, Jr.

TITLE: President

DATE: 10/23/18

Approved As To Form

City Attorney's Office

**BY EXECUTION OF THIS AGREEMENT, COMPANY ACKNOWLEDGES RECEIPT OF
A COPY OF THIS CONTRACT.**

October 23, 2018

Mr. Daniel Christodoss
City of Galveston
823 25th Street
Galveston, TX 77550

**RE: PROPOSAL FOR ENGINEERING SERVICES
for Teichman Road Water Line
Galveston, Texas**

Dear Mr. Christodoss,

Thank you for the opportunity to assist you on the Teichman Road Water Line project. Based on the scope of work and our understanding of the project we propose to provide engineering services to plan and design this project as requested. We propose a scope of services as described below.

SCOPE OF SERVICES

- Review possible alignments for the waterline as provided by the City of Galveston.
- Evaluate Construction Cost and Constructability for possible alignments.
- Evaluate water line sizes and performance utilizing the City of Galveston water system model.
- Detailed design for new water lines along Teichman Road and surrounding areas as shown on attached exhibit.
- Provide Geotechnical Report along proposed alignment as required.
- Perform topographic survey of alignment and adjacent areas as required for design and planning.
- Provide horizontal and vertical control for Construction.
- Locate (with City assistance and Texas 811) and identify all existing utilities within Right of Way (ROW).
- Provide a traffic control plan for construction of new water lines.
- Provide detailed construction cost estimates at 30%, 60%, 90% and 100% drawing submission.
- Prepare Project Manual with Technical Specifications, Bid Forms etc...
- Assist in the preparation of formal contract documents and bidding.



- Review of contractor's submittals.
- Conduct periodic inspections during construction.
- Review and respond to RFIs.
- Prepare change orders as needed.
- Review contractor monthly pay request.
- Prepare project closeout documentation including Record Drawings.

PROFESSIONAL FEE

Based upon our review and understanding of the project, we propose to be compensated based on a not to exceed fee of **\$ 248,800.00** for our services. A breakdown of our fees are as follows:

1. Survey & Geotechnical	\$ 27,750.00
2. Engineering Design	\$ 155,050.00
3. Construction Project Management	\$ 66,000.00

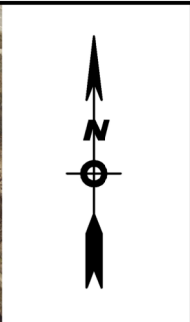
Our proposed fees do not include any cost/fees for any permits. We recommend a design period of 11-months to perform the proposed scope of services. We look forward to your review of our proposal. If you have any questions or need additional information, please contact me.

Very truly yours,

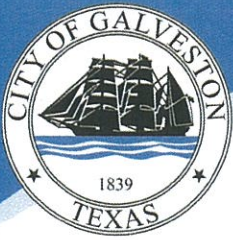
ARCENEUX WILSON & COLE LLC



Joe M. Wilson, Jr., P.E.
President



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www.awceng.com



City of Galveston

CAPITAL PROJECTS STAFF REPORT

03 December 2018

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Ross E. Blackketter, P.E., Director of Capital Projects

RE: Consider for approval of engaging Traylor & Associates, Inc. for Community Development Block Grant – Disaster Recovery (CDBG-DR) Grant Administration Services related to the DR-4332 CDBG-DR Allocation, in an amount not to exceed \$50,880.00. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

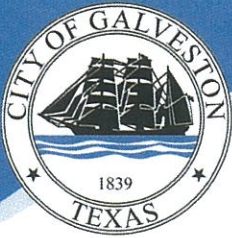
I. Background

- A. The City of Galveston received a total of approximately \$218 million in CDBG-DR funding from the Hurricane Ike disaster declaration.
- B. The City's administration of this funding has been greatly enhanced by the use of a contract grant administrator to provide assistance in complying with the multitude of requirements associated with the grant.
- C. As a result of Hurricane Harvey, CDBG-DR funding in the amount of \$848,073.00 is being made available to the City of Galveston to provide for infrastructure improvements.
- D. On 25 October 2018, City Council approved awarding a contract with Traylor & Associates, Inc. for Community Development Block Grant – Disaster Recovery Grant Administration Services.

II. Current Situation

- A. The application to the General Land Office to utilize the DR-4332 CDBG-DR funding is due 31 January 2019.
- B. Traylor & Associates has submitted a scope of work for the grant administration associated with this funding.
- C. The General Land Office, which administers the CDBG-DR grants, has capped the administration fees to 6% of the allocation amount. This limits the maximum fee for this engagement to \$50,884.38.
- D. The term of this engagement is for two years.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

III. Impact or ramifications:

The grant administration provider is needed to ensure compliance with all the requirements of the DR-4332 CDBG-DR allocation.

IV. Alternatives in order of priority

- A. Approve engaging Traylor & Associates, Inc. for Community Development Block Grant – Disaster Recovery Grant Administration Services related to the DR-4332 CDBG-DR Allocation, in an amount not to exceed \$50,880.00.
- B. Do not approve the request.

V. Recommendation

Approve engaging Traylor & Associates, Inc. for Community Development Block Grant – Disaster Recovery Grant Administration Services related to the DR-4332 CDBG-DR Allocation, in an amount not to exceed \$50,880.00.

VI. Fiscal Impact Report

Requested by:	Ross E. Blackketter, P.E. Director of Capital Projects
Funding Source:	DR-4332 CDBG-DR
Cost of Implementation	\$ 50,880.00

Respectfully Submitted,

Ross E. Blackketter, P.E.
Director of Capital Projects





**Governmental
Consultants &
Planners**

December 3, 2018

Funding Research

Mr. Brian Maxwell
City of Galveston
P. O. Box 779
Galveston, TX 77550

Application Preparation

RE: RFP 18-28; Contract No. COG-CON-18-150; Traylor & Associates, Inc.

Government Liaison

Dear Mr. Maxwell:

Grant Administration

This letter sets out our terms of engagement. Please review to be certain we are in agreement on the terms and scope of our engagement.

Financial Management

If the terms are acceptable, please sign the enclosed copy of this letter and return to our office. Please contact this office immediately if you wish to discuss, clarify or revise any aspect of the terms of this engagement.

Community Development

Purpose and Scope

Economic Development

The engagement of Traylor & Associates, Inc. is to provide the City of Galveston with the following:

Grant Administration Services related to the City of Galveston's DR-4332 CDBG-DR allocation.

Housing Programs

The scope of work (attached hereto) provides a list of services to be provided to the City of Galveston during the performance of the contract. Subject to any agreement to the contrary, the work is limited to the services described and specified in the contract between Traylor & Associates and the City of Galveston.

Responsibilities

Traylor & Associates, Inc. will ensure that all products/services are provided in accordance with the agreed timeframe and to a professional standard. Traylor & Associates will ensure that all services are provided in compliance with the requirements of applicable local, state and federal requirements.

The City of Galveston is required to arrange for reasonable access by us to relevant individuals and documents and shall be responsible for both the completeness and accuracy of the information supplied to Traylor & Associates, Inc.

**Serving Political
Subdivisions
Throughout Texas**

Tyler
201 Cambridge Road
P.O. Box 7035
Tyler, Texas 75711-7035
903-581-0500
Fax: 903-581-4245
www.grtraylor.com

"Always working for your community...ALWAYS"

Period of Engagement

This engagement will start upon acceptance of the terms of engagement by the City of Galveston as noted by execution of this letter.

Confidentiality

Information acquired by our firm and staff in the course of the engagement is subject to strict confidentiality requirements. That information will not be disclosed by us to other parties except as required in the performance of the services described in the contract, as allowed for by law, or with your express consent.

Professional Fees

The fee arrangement is based on the expected amount of time and the skill level of staff required to complete services. Invoices will be submitted to the City for completed services per project in accordance with benchmarks in compliance with and as set forth by the General Land Office. An itemized account of all deliverables will be provided on each invoice. Payment for services is due within 30 days of the date of invoice.

Once you are satisfied with the terms of our engagement, please sign and date two original copies of this letter. One copy should be forwarded to our office as evidence of your acceptance of the terms of our engagement. You should retain the other copy as your evidence of our engagement.

We thank you for the opportunity to provide services to the City and look forward to developing a strong relationship with you for many years to come.

Sincerely,



Gary R. Traylor
President

The City of Galveston agrees to all of the terms and conditions as noted in this letter and further described in contract executed October 25, 2018.

Brian Maxwell, City Manager
City of Galveston

**Amendment #1 to
Contract for Grant Management Services**
Between the City of Galveston, Texas
and Traylor & Associates, Inc.
regarding
GRANT ADMINISTRATION SERVICES FOR
NON-HOUSING PROJECT – **RFP 18-28**
UNDER THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CONTRACT NO. **COG-CON-18-150**

Witnesseth:

This is an AMENDMENT to a contract dated the 25th day of October 2018, by and between the CITY OF GALVESTON, State of Texas, hereinafter referred to as "City", acting herein by Brian Maxwell, City Manager, and Traylor & Associates, Inc. herein after referred to as "Firm", acting herein by Gary R. Traylor, President.

"Firm" desires to incorporate changes to its Contract with "City" which consists of the following:

Attachment C-2

Project Delivery fees for Non-housing will be capped at 6% of the total funds allocated. (See attached.)

EXECUTED in two counterparts each of which is an original on behalf of "Firm" by its President and on behalf of "City" by its City Manager.

City:
City of Galveston, Texas

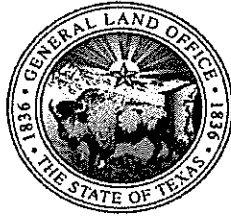
Firm:
Traylor & Associates, Inc.

By _____
Brian Maxwell, City Manager

By _____
Gary R. Traylor, President

Date _____

Date: _____



TEXAS GENERAL LAND OFFICE

GRANT ADMINISTRATION

SERVICES

SCOPE OF WORK

SCOPE OF SERVICES REQUESTED	2
DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS.....	2
GRANT ADMINISTRATION SERVICES – INFRASTRUCTURE	5
GRANT ADMINISTRATION SERVICES – RENTAL HOUSING	7
GRANT ADMINISTRATION SERVICES – NON-RENTAL HOUSING	13

SCOPE OF SERVICES REQUESTED

Providers will help the GLO fulfill State and Federal Community Development Block Grant Disaster Recovery ("CDBG-DR") statutory responsibilities related to recovery in connection with any federally declared disaster. Providers will assist the GLO and/or grant recipients in completion of CDBG-DR qualified housing or non-housing projects. Respondents may be qualified to provide Grant Administration services for housing projects, non-housing projects, or both. Grant administrative services must be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the GLO.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Respondent must be able to perform the tasks listed herein to be considered eligible for an award under this Solicitation. Respondents should provide a detailed narrative of their experience as it relates to each of the items below. Respondents should clearly indicate if they intend to provide services in-house with existing staff or through subcontracting or partnership arrangements. Grant Administration Services will be provided in conformance with the guidance documents and use forms provided by the subrecipient utilizing GLO guidance. The providers shall furnish pre-funding and post-funding grant administrative services to complete the disaster recovery projects, including, but not limited to the following:

Pre-Funding Services

Grant Administrator will develop project scope and complete CDBG-DR application. The provider will work with the subrecipient and Engineering, if applicable, to provide the concise information needed for submission of complete disaster recovery funding application and related documents. The required information shall be submitted in a format to be described by the GLO.

Post-Funding Services

Grant Administrator will administer and complete infrastructure, utilities, housing and eligible projects approved for disaster recovery funding. The selected administrative firm must follow all requirements of the Texas CDBG Disaster Recovery program.

Grant Administration Services – General

(a) Administrative Duties:

- i. Coordinate, as necessary, between subrecipient and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontractor and GLO to effectuate the services requested.
- ii. May assist in public hearings.
- iii. Will work with GLO's system of record.
- iv. Provide monthly project status updates.
- v. Funding release will be based on deliverables identified in the contract.

vi. Labor and procurement duties:

- a. Provide all Labor Standards Officer (LSO) Services.
- b. Ensure compliance with all relevant labor standards regulations.
- c. Ensure compliance with procurement regulations and policies.
- d. Maintain document files to support compliance.

vii. Financial duties:

- a. Prepare and submit all required reports (Section 3, Financial Interest, etc.).
- b. Assist subrecipient with the procurement of audit services.
- c. Assist subrecipient in establishing and maintaining a bank account for disaster recovery funds.
- d. Implementation and coordination of Affirmatively Furthering Fair Housing ("AFFH") requirements as directed by HUD and the GLO.
- e. Implementation and coordination of Section 504 requirements.
- f. Program compliance.

- g. Ensure that fraud prevention and abuse practices are in place and being implemented.
- h. Prepare and submit all closeout documents.
- i. Submit all invoices no later than 60 days after the expiration of the contract. All outstanding funds may be swept after 60 days. The provider may request an extension of this requirement in writing.
- j. Assist in preparation of contract revisions and supporting documents including but not limited to:
 - Amendments/modifications,
 - Change orders.

(b) Construction Management

- i. The provider will assist the subrecipient in submitting/setting up project applications in the GLO's system of record.
- ii. The provider may compile and collate complete contract/bid packages that meet GLO program requirements. The packages will contain supporting documentation that meets or exceeds the requirements of the GLO's program. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
- iii. The provider may monitor, report, and evaluate contractor's performance; notify the subrecipient if the contractor(s) fails to meet established scheduled milestones. Receive, review, recommend, and process any change orders as appropriate to the individual projects.
- iv. The provider may assist the subrecipient with project Activity Draws/Close Out.
- v. The provider may assist the subrecipient by submitting all the necessary documentation for draws and to close a project activity in the GLO's system of record. The provider will compile, review for completeness, and collate complete contract/closeout packages that meet GLO program requirements for draw requests. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
- vi. The provider may assist the subrecipient in developing

Architectural and Engineering plans with guidance from the GLO.

vii. Reassignment scope alignment (if necessary).

Grant Administration Services – Infrastructure

a) Administrative Duties:

- i. Ensure program compliance including all CDBG-DR requirements and all part's therein, current Federal Register, etc.
- ii. Assist subrecipient in establishing and maintaining financial processes.
- iii. Obtain and maintain copies of the subrecipient's most current contract including all related change requests, revisions and attachments.
- iv. Establish and maintain record keeping systems.
- v. Assist subrecipient with resolving monitoring and audit findings.
- vi. Serve as monitoring liaison.
- vii. Assist subrecipient with resolving third party claims.
- viii. Report suspected fraud to the GLO.
- ix. Submit timely responses to the GLO requests for additional information.
- x. Complete draw request forms and supporting documents.
- xi. Facilitate outreach efforts, application intake, and eligibility review.
- xii. Perform any other administrative duty required to deliver the project.
- xiii. Utilize and assist with GLO's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.
- xiv. Submit change requests and all required documentation related to any change requests.

(b) Acquisition Duties:

- i. Submit acquisition reports and related documents.

- ii. Establish acquisition files (if necessary).
- iii. Complete acquisition activities (if necessary).

(c) Environmental Services

- i. Assist detailed scope of services
 - a. Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;
 - b. Prepare, complete and submit HUD required forms for environmental review and provide all documentation to support environmental findings;
 - c. Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;
 - d. Be able to perform or contract special studies, additional assessments, or permitting to secure environmental clearance. These may include, but are not limited to biological assessments, wetland delineations, asbestos surveys, lead-based paint assessments, archeology studies, architectural reviews, Phase I & II ESAs, USACE permits, etc.;
 - e. Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;
 - f. Maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed and no work is conducted without authorization;
 - g. Complete and submit the environmental review into GLO's system of record;
 - h. At least one site visit to project location and completion of a field observation report
 - i. Prepare and submit for publication all public

notices including, but not limited to the Notice of Finding of No Significant Impact (FONSI), Request for Release of Funds floodplain/wetland early and final notices in required order and sequence;

- j. Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;
- k. Process environmental review and clearance in accordance with NEPA;
- l. Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
- m. Prepare and submit Monthly Status Report; and
- n. Participate in regularly scheduled progress meetings.

Grant Administration Services – Rental Housing

a) Administrative Duties:

- i. Develop and submit for approval rental guidelines.
- ii. Assist the grant recipient in developing a Notice of Funding Availability (NOFA).
- iii. Develop and submit for approval an Affirmative Marketing Plan on behalf of the subrecipient utilizing GLO guidance.
- iv. Develop a tenant selection policy on behalf of the subrecipient based on GLO guidance.
- v. Develop and submit for approval a needs assessment on behalf of the subrecipient based on GLO guidance.
- vi. Develop and submit to site-specific environmental reviews as required by 24 CFR Part 58.
- vii. Develop and submit a monitoring plan for approved projects on behalf of the subrecipient based on GLO guidance.
- viii. The provider will assist the subrecipient in conducting assessments of all incomplete projects and align the GLO Form

11.17, to the constructed project. The provider will determine the percent complete and the dollar value of the partially completed project and the dollar value necessary to assign to the new Contractor to complete the project. This is accomplished through a joint Provider and Contractor site visit utilizing the initial Contractor's GLO Form 11.17, as the basis for construction and payment due to the contractor.

b) Project Case Management:

- i. Assist the subrecipient with any project, transaction, service or response that is "opened" and "closed" over a period of time to achieve resolution of a problem, claim, request, proposal, development or other complex activity.
- ii. Assist the subrecipient in developing project application eligibility procedures, processing, and approvals.

c) Site Inspections:

- i. Assist the subrecipient with Disaster Damage Assessments (Damage Inspections) - Assist in performing a visual field review of projects to determine the presence of damage to the project that may be attributable to the disaster event. The damage assessment will follow the GLO issued Damage Assessment Guidelines and includes:
 - a. Assist the subrecipient with observations and documentation (written and photographic) of findings of disaster-related damage to the following:
 - i. Foundation;
 - ii. Exterior walls;
 - iii. Exterior wall finishes;
 - iv. Windows and doors;
 - v. Roof system (roof coverings, deck, joists, tie downs, diaphragms, penetrations, flashing, and closures);
 - vi. Floor system and structure;
 - vii. Electrical system components;
 - viii. Plumbing system components;

- ix. Heating, ventilation and air conditioning system;
 - x. Interior wall finishes;
 - xi. Interior fixtures and components;
 - xii. Porches;
 - xiii. Exterior stairs and ramps;
 - xiv. Miscellaneous items not covered by the above such as septic systems, chimneys/fireplaces, etc.
- b. The results of the Disaster Damage Assessment will be provided according to the GLO sample provided in the GLO issued Damage Assessment Guidelines. The damage inspector's report will include:
- i. The reviewer's name;
 - ii. The property address;
 - iii. The homeowner's name;
 - iv. A checklist of housing components that may have received disaster damage, if any;
 - v. A narrative that specifically and clearly documents disaster-related property damage via photographic evidence and detailed narratives of the damage;
 - vi. The reviewer's certification, signature, and date of review.
- c. The results of the disaster damage assessment may be provided in a format similar to *Forms 11.01 or 11.01A*. The 11.01A, Initial Inspection Checklist, Short will be completed for homes that have received disaster damage that obviously cannot be rehabilitated. Form 11.01 will be completed in accordance with the guidance contained in HQS 52580.
- ii. Estimated Cost of Repair Inspection (Work Write-Up):
- a. Assist in providing an estimated cost of repair inspections with the damage assessments. Upon notification that a project has been determined eligible for Program

assistance, the respondent will prepare an Estimated Cost of Repair (ECR) for the program-eligible repairs.

- b. ECR's will be developed to include repair of damage that could reasonably be attributed to the disaster event and repairs to bring the project into compliance with HUD Housing Quality Standards, local, state and federal building codes. The scopes of repair will be developed to include work items necessary for the identified repairs to be performed in accordance with the International Residential Code, 2009 Edition (where required) and to meet the GLO's Minimum Housing Design Standards.
- c. Assistance to the subrecipient may include:
 - i. Contact the project owner to schedule a date and time to perform the field review.
 - ii. Travel to the project site.
 - iii. Perform the visual review of the project to determine the approximate amount and extent of damage to the project. The review will include the observations and documentation (written and photographic) of findings of disaster-related damage if not already documented.
 - iv. Develop a Scope of Repair to address the observed damage and initially determine the applicability of the proposed repairs to the criteria of the Program. The draft Scope of Repair will include:
 - a. a summary list of items to be addressed;
 - b. a basic description of the repair approach for each item;
 - c. estimated item quantities; and
 - d. site photographs.
 - v. Consider the following in preparation of the ECR:
 - a. the specific materials needed;
 - b. the quantity of those materials;
 - c. trades involved;

- d. the level of effort and duration for each trade;
 - e. estimated rates and manpower; and
 - f. equipment required to accomplish each of the identified repairs.
- vi. Utilize the following to develop the ECR:
 - a. current industry cost standards as identified by Xactimate or RSMeans price lists for the project location;
 - b. experience with projects of similar size and scope; and
 - c. Knowledge of the local market rates and conditions.
- vii. Summarize the data and findings into the final ECR and will furnish a copy of the ECR to the subrecipient. The final ECR will include the following:
 - a. a completed *Form 11.17, Work Write-up and Cost Estimate* containing a general scope of repair and summary of construction costs.
- viii. Assist the subrecipient with project inspections at:
 - a. 50% complete
 - b. A final inspection at 100% complete
- ix. In the case of a single family rental, assist the subrecipient with reconstruction inspections:
 - a. Foundation
 - b. 33% complete progress inspection
 - c. 66% complete progress inspection
 - d. Final inspection at 100% completion
 - e. Arrange for and TREC inspection to be conducted prior to closing.

- x. Upon notification of a project being ready for a Construction Review, the provider may:
 - a. Contact the project owner and or subrecipient to schedule a date and time to perform the Review.
 - b. Travel to the project site.
 - c. Conduct on-site observations (field review) of the work completed.

The purpose of the field review is to observe and document: the progress of the work; the estimated quantity and value of work accomplished to date; the materials and workmanship utilized; the general conformance to the agreed upon Scope of Repairs (Scope); and identify items necessary for completion.

During the field review, the provider may observe work which, in its opinion, does not conform generally to the agreed upon Scope or may compromise the integrity of the repair. The provider may recommend rejection of this work.

Upon completion of the field review, the provider may summarize and present the findings of the field review to include:

- i. Estimated amounts owed to the Contractor.
- ii. Items of work that are incomplete (Punch List items).
- iii. Other items of work that may be required by the apparent intent of the Scope that is not included in the Scope.

d) Environmental Service

- i. The provider may assist the subrecipient in performing environmental reviews and documentation for HUD compliance in connection with the program. The provider may provide services for the preparation of Environmental Review Records (ERR) in accordance with the standards set forth by HUD and the statutes, executive orders, and regulations listed at 24 CFR Part 58.
- ii. The provider may submit a request for Special Services to

subrecipient if environmental document review and site inspections indicate that additional investigation is warranted.

- iii. Special services may include, but are not limited to the following tasks:
 - a. Archeological study required by SHPO;
 - b. Lead-based paint and/or asbestos inspection; and
 - c. Wetlands assessment.

Grant Administration Services – Non-Rental Housing

- a) Administrative Duties:
 - i. Develop and implement Outreach Plans detailing specific outreach for the project. Plans will be required to be submitted and approved by GLO on a project by project basis.
 - ii. Perform extensive community outreach to affected areas on behalf of the subrecipient utilizing GLO guidance.
 - iii. Develop and submit for approval Housing Guidelines on behalf of the subrecipient utilizing GLO guidance.
 - iv. Develop and submit for approval a Needs Assessment on behalf of the subrecipient based on GLO guidance.
 - v. Provide case management support to subrecipient to manage the grant applications process, including but not limited to:
 - a. creating eligibility procedures to lessen the fallout of applicants;
 - b. advising applicants on eligibility and program requirements, and assist in application preparation and submission;
 - c. facilitating intake of applications from grant applicants;
 - d. performing eligibility reviews;
 - e. processing applications, including necessary communications;
 - f. capture applicant fallout reasons; and
 - g. the follow-up to grant applicants.

- vi. Participate in the appeals process and handling of disputes for disallowed/ineligible applications.
- vii. Act as an advocate for applicants through appeals process when required.
- viii. Assist applicants through housing construction process.
- ix. Perform other application management and homeowner support duties as required to ensure the success of the program.
- x. Develop and submit to site-specific environmental reviews as required by 24 CFR Part 58.
- xi. Provide construction and builder management services as required to comply with applicable construction codes and program requirements.
- xii. The provider will assist the subrecipient in conducting assessments of all incomplete projects and align the GLO *Form 11.17*, to the constructed project. The provider will determine the percent complete and the dollar value of the partially completed project and the dollar value necessary to assign to the new Contractor to complete the project. This is accomplished through a joint Provider and Contractor site visit utilizing the initial Contractor's GLO *Form 11.17*, as the basis for construction and payment due to the contractor.

b) Site Inspections

- i. Establish Disaster Damage Assessments (Damage Inspections).
 - a. Assist in performing a visual field review of single-family housing units to determine the presence of damage to the home that may be attributable to the disaster event. The damage assessment will follow the GLO issued Damage Assessment Guidelines and includes:
 - b. The respondent may assist the subrecipient with:
 - i. Contacting the Homeowner to schedule a date and time to perform the field review.
 - ii. Traveling to the project site.
 - iii. Interviewing the Homeowner on site to gain a perspective of the pre-disaster condition of the

structure; damage resulting directly from the disaster; and damage resulting from subsequent deterioration. The provider may utilize this information to assist in its review of the housing unit.

- c. Performing the visual review of the housing unit to determine the presence of damage to the home that may be attributed to a national disaster declaration. The review will include the observations and documentation (written and photographic) of findings of disaster-related damage to the following:
 - i. Foundation;
 - ii. Exterior walls;
 - iii. Exterior wall finishes;
 - iv. Windows and doors;
 - v. Roof system (roof coverings, deck, joists, tie downs, diaphragms, penetrations, flashing, and closures);
 - vi. Floor system and structure;
 - vii. Electrical system components;
 - viii. Plumbing system components;
 - ix. Heating, ventilation and air conditioning system;
 - x. Interior wall finishes;
 - xi. Interior fixtures and components;
 - xii. Porches;
 - xiii. Exterior stairs and ramps;
 - xiv. Miscellaneous items not covered by the above such as septic systems, chimneys/fireplaces, etc.
- d. The results of the Disaster Damage Assessment will be provided according to the GLO sample provided in the GLO issued Damage Assessment Guidelines. The damage inspectors report will include:

- i. The reviewer's name;
- ii. The property address;
- iii. The homeowner's name;
- iv. A checklist of housing components that may have received disaster damage, if any;
- v. A narrative that specifically and clearly documents disaster-related property damage via photographic evidence and detailed narratives of the damage; and
- vi. The reviewer's certification, signature, and date of review.

The results of the disaster damage assessment may be provided in a format similar to the *11.01* or *11.01A* forms. The *11.01A, Initial Inspection Checklist, Short* will be completed for homes that have received disaster-damage that obviously cannot be rehabilitated. *Form 11.01*, will be completed in accordance with the guidance contained in HQS 52580.

- ii. Estimated Cost of Repair Inspection (Work Write-Up).
 - a. Assist in providing an estimated cost of repair inspections with the damage assessments. Upon notification that a property has been determined eligible for Program assistance, the respondent will prepare an Estimated Cost of Repair ("ECR") for the program-eligible repairs.
 - b. ECRs will be developed to include repair of damage that could reasonably be attributed to the disaster event and repairs to bring the home into compliance with HUD Housing Quality Standards, local, state and federal building codes. The scopes of repair will be developed to include work items necessary for the identified repairs to be performed in accordance with the International Residential Code, 2009 Edition (where required) and to meet the GLO's Minimum Housing Design Standards.
 - c. Assistance to the subrecipient may include:
 - i. Contact the Homeowner to schedule a date and time to perform the field review.

- ii. Travel to the project site.
- iii. Perform the visual review of the housing unit to determine the approximate amount and extent of damage to the home. The review will include the observations and documentation (written and photographic) of findings of disaster-related damage if not already documented.
- iv. Develop a Scope of Repair to address the observed damage and initially determine the applicability of the proposed repairs to the criteria of the Program. The draft Scope of Repair will include:
 - a. a summary list of items to be addressed;
 - b. a basic description of the repair approach for each item;
 - c. estimated item quantities; and
 - d. site photographs.
- iii. Consider the following in preparation of the ECR:
 - a. the specific materials needed;
 - b. the quantity of those materials;
 - c. trades involved;
 - d. the level of effort and duration for each trade;
 - e. estimated rates and manpower; and
 - f. equipment required to accomplish each of the identified repairs.
- iv. Utilize the following to develop the ECR:
 - a. current industry cost standards as identified by Xactimate or RSMeans price lists for the project location;
 - b. experience with projects of similar size and scope; and
 - c. knowledge of the local market rates and conditions.

- b. Items of work that are incomplete (Punch List items).
- c. Other items of work that may be required by the apparent intent of the Scope that is not included in the Scope.

c) Environmental Services

- i. The provider may assist the subrecipient in performing environmental reviews and documentation for HUD compliance in connection with the Program. The provider will provide services for the preparation of Environmental Review Records (ERR) in accordance with the standards set forth by HUD and the statutes, executive orders, and regulations listed at 24 CFR Part 58.
- ii. The provider may submit a request for Special Services to subrecipient if environmental document review and site inspections indicate that additional investigation is warranted.
- iii. Special services may include, but are not limited to the following tasks:
 - a. Archeological study required by SHPO;
 - b. Lead-based paint and/or asbestos inspection; and
 - c. Wetlands assessment.

NON-HOUSING ACTIVITIES (Infrastructure)

Based on CDBG-DR Grant Awarded

Total CDBG-DR Award	Maximum Project Delivery Fee Cap
\$249,999.99 or less	6%
\$250,000.00 to \$749,999.99	6%
\$750,000.00 to \$999,999.99	6%
Over \$1,000,000.00	6%

Benchmarks for Grant Administration Services for Non-Housing Projects

BENCHMARKS BASE CONTRACT (for Each Project Individually, Except First and Final Two Benchmarks)	INCREMENTAL CAP for Charges by Benchmark (% of Grant Administration Fee – Per Project)	CUMULATIVE CAP by Benchmark (% of Grant Administration Fee – Per Project)	DELIVERABLES
Startup Package – One Overall package for Grantee	15%	15%	Grantee Signatory form; audit certification; labor standards officer designation; direct deposit form; acquisition report
Environmentally Cleared and Engineering Plans Accepted	20%	35%	Authority to Use Grant Funds Issuance; 100% Plans Accepted
Start of Construction	15%	50%	Labor Standards Record of Construction Contractor
50% Construction funds drawn by Grantee, per Project	20%	70%	Total of Grantee Construction Draw Requests
Completion of all Projects	20%	90%	Submit Project Completion Report to GLO
Completion of all Projects	10%	100%	GLO-Approved Project Completion Report



City of Galveston

CAPITAL PROJECTS STAFF REPORT

27 November 2018

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Ross E. Blacketter, P.E., Director of Capital Projects

RE: Consider for approval of a contract with Main Lane Industries, Ltd., for the 45th Street Improvements from Broadway to Seawall Boulevard project (RFP #19-03) in the amount of \$8,994,097.00 for the base bid plus alternate D (estimated total cost of project not to exceed \$10,146,097.00). Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. The design and reconstruction of 45th Street was included in the City of Galveston Capital Improvement Plan.
- B. This project includes rebuilding the roadway, installing larger inlets and lateral storm sewer system components to improve drainage, and replacement of aged water and sewer lines. Also included in the design are sidewalks and ADA ramps, bicycle and parking lanes.
- C. On 25 May 2017, the City Council approved Arceneaux, Wilson, and Cole, LLC. to perform engineering design for the 45th Street Improvements from Broadway to Seawall Boulevard project.

II. Current Situation

- A. The project was advertised on 10 October 2018 as RFP #19-03 to provide the ability to negotiate with the winning respondent and value engineer the project costs as needed.
- B. The RFP responses were received on 14 November 2018.
- C. Five (5) responses were received and scored as follows:

	<u>Score</u>
ALLCO	1,255
BDS	1,082
Fused Industries	1,440
Main Lane Industries, Ltd.	1,530
Triple B	618

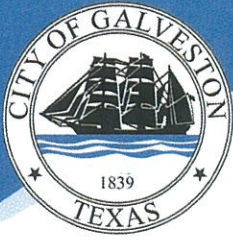
Main Lane Industries, Ltd. received the highest score.

- D. Main Lane Industries proposed the amount of \$8,994,097.00 for the base bid plus alternate D, which is within the project budget.

III. Impact or ramifications:

The project is part of the City's continued efforts to improve the infrastructure throughout Galveston.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

IV. Alternatives in order of priority

- A. Approve a contract with Main Lane Industries, Ltd., for the 45th Street Improvements from Broadway to Seawall Boulevard project in the amount of \$8,994,097.00 for the base bid plus alternate D.
- B. Do not approve the request.

V. Recommendation

Approve a contract with Main Lane Industries, Ltd., for the 45th Street Improvements from Broadway to Seawall Boulevard project in the amount of \$8,994,097.00 for the base bid plus alternate D.

VI. Fiscal Impact Report

Requested by: Ross E. Blackketter, P.E.
Director of Capital Projects

Funding Source:	2017 General Obligation Bonds
	Construction \$ 6,491,027.00
	Contingency \$ 650,000.00
	Inspection \$ 130,000.00
	Materials Testing (est.) \$ 60,000.00
	Water Bonds
	Construction \$ 1,924,675.00
	Contingency \$ 200,000.00
	Inspection \$ 12,000.00
	Sanitary Sewer Bonds
	Construction \$ 578,395.00
	Contingency \$ 60,000.00
	Inspection \$ 12,000.00

Cost of implementation: \$ 10,146,097.00

Respectfully Submitted,

Ross E. Blackketter, P.E.
Director of Capital Projects



NOTE: The City of Galveston is a tax exempt agency. The CITY will furnish approved bidder with Tax Exemption Certificate for materials used on this project.

The undersigned, as proposer, declares that they have carefully examined the invitation to bid or request for proposal (RFP), the General Conditions, the Specifications, the Plans, project conditions for the work, and other Contract Documents; and they propose and agree that, if this proposal is accepted, they will contract to provide all necessary tools, facilities, labor, transportation, do all of the work, and furnish all of the materials included in the Contract Documents required to complete the work.

The quantities and items listed in this Bid Form are estimates and may not be equal to the Construction Plans. Proposing Contractors shall review all the provided documents, visit the site prior to bidding, perform their own take-off and estimate for construction, and shall inform the Engineer and City of Galveston of any concerns or discrepancies between the bid form and the other Contract Documents. Contractor must include in their proposal all cost to provide the work, including items listed on the bid form, items quantified on the plans, and specifications.

Actual quantities of work provided shall be measured in the field by the Owner's Representative prior to certification for payment. The City will pay for accomplished work and reserves the right to rescind payment for work later identified as defective.

BASE BID ITEMS

MISCELLANEOUS ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Amount
1	Mobilization, Bonds, Insurance, Onsite Facilities, Complete.	LS	1	\$ 950000	\$ 950,000
2	Traffic Control Including, Signs, Channelizing Devices, Flaggers, and Barricades, Complete in Place.	MO.	12	\$ 22,250	\$ 267000
3	Remove Vegetation and Landscape, Complete	S.F.	100	\$ 10	\$ 1000
4	Install and Remove Tree Protection per Sht 79-82, Complete in Place.	EA.	207	\$ 100	\$ 20700
5	Install and Remove Silt Control, Type 1 Inlet Protection per Shts 70-76, Complete in Place.	EA.	122	\$ 100	\$ 12200
6	Storm Water Pollution Prevention Plan, Complete in Place.	LS	1	\$ 10000	\$ 10000
Subtotal Miscellaneous Items, Bid Items 1-6				\$ 1,269,900	

Submitters (Initials) Ake

PAVING ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Amount
7	Remove 2-Inch Asphalt Surface, Complete.	SY	28,050	\$ 1 ⁻	\$ 28050 ⁻
8	Remove Asphalt Pavement Section including Base Material, Complete.	SY	11,645	\$ 6 ⁻	\$ 69870 ⁻
9	Remove Concrete Curb and Gutter, Complete.	LF	4,677	\$ 2 ⁻	\$ 9354 ⁻
10	Remove Concrete Driveway, Complete.	SY	405	\$ 10 ⁻	\$ 4050 ⁻
11	Remove Concrete Sidewalk, Complete.	SY	1,240	\$ 10 ⁻	\$ 12405 ⁻
12	Remove Concrete Sidewalk with Brick Pavers, Complete.	SY	15	\$ 10 ⁻	\$ 150 ⁻
13	Remove Rock Drive, Complete.	SY	230	\$ 10 ⁻	\$ 2300 ⁻
14	2-Inch Asphalt Surface including Surface Course with Tack Coat, Complete in Place.	SY	43,000	\$ 9 ⁻	\$ 38700 ⁻
15	8-Inch Concrete Base, Complete in Place.	SY	20,600 AR	\$ 60⁻ 60 ⁻	\$ 1,236,000 ⁻
16	8-Inch Compacted Cement Stabilized Subgrade, Complete in Place.	S.Y.	20,600	\$ 10 ⁻	\$ 206000 ⁻
17	Concrete Curb and Gutter, Complete in Place.	LF	3,800	\$ 15 ⁻	\$ 57000 ⁻
18	5-Inch Concrete Driveway with 6-Inch Flex Base, Complete in Place.	SY	455	\$ 75 ⁻	\$ 34125 ⁻
19	Asphalt Drive with 6-Inch Flex Base, Complete in Place.	SY	550	\$ 70 ⁻	\$ 38500 ⁻
20	Concrete Sidewalk with 2-Inch Sand Bedding, Complete in Place.	SY	3,050	\$ 58 ⁻	\$ 176900 ⁻

Submitters (Initials) AR

45TH STREET RECONSTRUCTION PROJECT FROM BROADWAY TO SEAWALL BOULEVARD

BID FORM

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Amount
21	ADA Accessible Ramp, Complete in Place.	EA	147	\$ 1200 ⁻	\$ 176400 ⁻
22	Paver Crossing, including subgrade, Complete in Place.	S.F.	3,484	\$ 10 ⁻	\$ 34840 ⁻
23	4" White Solid Pavement Markings, Complete in Place.	L.F.	8,000	\$ 1 ⁻	\$ 8000 ⁻
24	4" Yellow Double Pavement Markings, Complete in Place.	L.F.	5,350	\$ 1 ⁻	\$ 5350 ⁻
25	12" White Solid Pavement Markings, Complete in Place.	L.F.	5,250	\$ 2 ⁻	\$ 10500 ⁻
26	24" White Solid Pavement Markings, Complete in Place.	L.F.	910	\$ 6 ⁻	\$ 5460 ⁻
27	Bench, Complete in Place.	EA.	6	\$ 2000 ⁻	\$ 12000 ⁻
28	Trash Receptacle, Complete in Place.	EA.	3	\$ 1000 ⁻	\$ 3000 ⁻
29	New Aluminum Sign, Complete in Place.	EA.	5	\$ 350 ⁻	\$ 1750 ⁻
30	Replace Existing Aluminum Sign, Complete in Place.	EA.	12	\$ 350 ⁻	\$ 4200 ⁻
Subtotal Paving Items, Bid Items 7-30				\$ 2523,199 ⁻	

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STORM SEWER ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Amount
31	Remove Storm Sewer Manhole or Junction, Complete.	EA	11	\$ 500 ⁻	\$ 5500 ⁻
32	Remove Storm Sewer Inlet, Complete.	EA	26	\$ 500 ⁻	\$ 13000 ⁻
33	Remove Storm Sewer Pipe, All Sizes, Complete.	LF	850	\$ 10 ⁻	\$ 8500 ⁻
34	Remove Storm Sewer Bridge Block, Complete.	LF	1,590	\$ 10 ⁻	\$ 15900 ⁻
35	Remove & Replace Existing Storm Sewer Manhole, Complete in Place.	EA	4	\$ 3000 ⁻	\$ 12000 ⁻
36	Type "C" Storm Sewer Manhole, Complete in Place.	EA	15	\$ 3000 ⁻	\$ 45000 ⁻
37	18-Inch Reinforced Concrete Pipe, Complete in Place.	LF	230	\$ 200 ⁻	\$ 46000 ⁻
38	15-Inch Reinforced Concrete Pipe, Complete in Place.	LF	5,840	\$ 180 ⁻	\$ 1051200 ⁻
39	Type "B" Modified Inlet, Complete in Place.	EA	105	\$ 2500 ⁻	\$ 262500 ⁻
40	Conflict Structures, Complete in Place.	EA	7	\$ 7000 ⁻	\$ 49000 ⁻
41	Storm Sewer Junction Box, Complete in Place.	EA	1	\$ 10000 ⁻	\$ 10000 ⁻
42	8-Foot by 18-Inch Trench Drain Dura Trench Product or Equivalent, Complete in Place.	EA	6	\$ 9000 ⁻	\$ 54000 ⁻
Subtotal Storm Sewer Items, Bid Items 31-42				\$ 1,572,600 ⁻	

Submitters (Initials) AK

SANITARY SEWER ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Amount
43	Remove Sanitary Sewer Manhole, Complete.	EA	18	\$ 500 ⁻	\$ 9000 ⁻
44	Remove Sanitary Sewer Main Line, 12-Inch and 10-Inch, Complete.	LF	855	\$ 10 ⁻	\$ 8580 ⁻
45	Remove Sanitary Sewer Main Line, 8-Inch or Smaller, Complete.	LF	1,125	\$ 10 ⁻	\$ 11260 ⁻
46	Sanitary Sewer Manhole, Complete in Place.	EA	36	\$ 5000 ⁻	\$ 180000
47	12-Inch Sanitary Sewer Line, Open Cut or Pipe Bursting Method, Complete in Place.	LF	400	\$ 140 ⁻	\$ 56000 ⁻
48	10-Inch Sanitary Sewer Line, Open Cut or Pipe Bursting Method, Complete in Place.	LF	1,060	\$ 120 ⁻	\$ 127200 ⁻
49	8-Inch Sanitary Sewer Line, Open Cut or Pipe Bursting Method, Complete in Place.	LF	600	\$ 110 ⁻	\$ 66000 ⁻
50	6-Inch Sanitary Sewer Line, Pipe Burst Method, Complete in Place	LF	333	\$ 110 ⁻	\$ 36630 ⁻
51	Dewatering for Sanitary Sewer, Complete in Place.	LF	2,393	\$ 25 ⁻	\$ 59825
52	Bypass Pumping, Must be approved, Complete in Place.	LF	2,394	\$ 10 ⁻	\$ 23940 ⁻
Subtotal Sanitary Sewer Items, Bid Items 43-52				\$	578,395 ⁻

WATER ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Amount
53	Remove Fire Hydrant Assembly, including Valve and Lead, Complete.	EA	20	\$ 500✓	\$ 10000✓
54	Remove 12-Inch Water Line, Complete.	LF	4,395	\$ 5✓	\$ 21975✓
55	Remove 8-Inch Water Line and Smaller, Complete.	LF	3,920	\$ 5✓	\$ 19600✓
56	Fire Hydrant Assembly, including Tee, Valve, and Lead, Complete in Place.	EA	17	\$ 600✓	\$ 10200✓
57	12-Inch PVC Water Line, Complete in Place.	LF	4,550	\$ 170✓	\$ 77350✓
58	8-Inch PVC Water Line, Complete in Place.	LF	3,940	\$ 100✓	\$ 39400✓
59	2-Inch HDPE Water Line, Complete in Place.	LF	65	\$ 90✓	\$ 5850✓
60	12-Inch Gate Valve and Box, Complete in Place.	EA	44	\$ 2000✓	\$ 88000✓
61	10-Inch Gate Valve and Box, Complete in Place.	EA	4	\$ 2000✓	\$ 8000✓
62	8-Inch Gate Valve and Box, Complete in Place.	EA	51	\$ 2000✓	\$ 102000✓
63	2-Inch Gate Valve and Box, Complete in Place.	EA	1	\$ 2000✓	\$ 2000✓
64	Relocate Long Water Service including tap and Meter Box, Complete in Place.	EA	30	\$ 1750✓	\$ 52500✓
65	Relocate Short Water Service including tap and Meter Box, Complete in Place.	EA	25	\$ 1000✓	\$ 25000✓
66	12-Inch Water Line Stop, Complete.	EA	6	\$ 5000✓	\$ 30000✓

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Amount
67	10-Inch Water Line Stop, Complete.	EA	4	\$ 4500	\$ 18000
68	8-Inch Water Line Stop, Complete.	EA	8	\$ 4000	\$ 32000
69	6-Inch Water Line Stop, Complete.	EA	6	\$ 3000	\$ 18000
70	2-Inch Water Line Stop, Complete.	EA	4	\$ 2500	\$ 10000
71	Dewatering for Water Line, Complete in Place.	LF	8,490	\$ 25-	\$ 212250
Subtotal Water Items, Bid Items 53-71				\$ 1924675-	

LANDSCAPE ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Amount
72	Grass Sod, Complete in Place.	S.Y.	15,000	\$ 4 ⁻	\$ 60000 ⁻
73	Landscaping Irrigation, Complete in Place.	L.S.	1	\$ 200,000 ⁻	\$ 200000 ⁻
74	Crape Myrtle, Complete in Place.	EA.	125	\$ 300 ⁻	\$ 37500 ⁻
75	Cedar Elm, Complete in Place.	EA.	3	\$ 600 ⁻	\$ 1800 ⁻
76	Mexican White Oak, Complete in Place.	EA.	2	\$ 300 ⁻	\$ 600 ⁻
77	Rahiolepis Indica 'Dwarf Pink', "Dwarf Indian Hawthorn", Complete in Place.	EA.	463	\$ 25 ⁻	\$ 11575 ⁻
78	Lantana x New Gold, "New Gold Lantana", Complete in Place.	EA.	537	\$ 25 ⁻	\$ 13425 ⁻
79	Tradescantia Pallida, "Purple Heart", Complete in Place.	EA.	706	\$ 16 ⁻	\$ 11296 ⁻
Subtotal Landscape Items, Bid Items 72-79				\$ 336196 ⁻	

Submitters (Initials)

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ELECTRICAL ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Amount
80	Roadway Illumination Base, Complete in Place.	EA.	164	\$ 450 ⁻	\$ 73800 ⁻
81	Install 2" SCH 40 PVC for Street Lighting with Pull String, Complete in Place.	L.F.	14,510	\$ 9 ⁻	\$ 130590 ⁻
82	Install Electrical Ground Box, Complete in Place.	EA.	164	\$ 240 ⁻	\$ 39360 ⁻
Subtotal Electrical Items, Bid Items 80-82				\$ 243750 ⁻	

Submitters (Initials)

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ALTERNATE "A" ITEMS

(Flex Base Intersections)

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Amount
83	10-Inch Flex Base in lieu of Concrete Base (Bid Item 15), Complete in Place.	S.Y.	20,600	\$ 18 ⁻	\$ 370800 ⁻
Subtotal Alternate "A" Items, Bid Item 83				\$ 370800 ⁻	

ALTERNATE "B" ITEMS

(Colored Concrete for Pedestrian Crosswalks)

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Amount
84	Colored 8-Inch Pavement in lieu of Pavers (Bid Item 22), Complete in Place.	S.Y.	3484	\$ 70 ⁻	\$ 243880 ⁻
Subtotal Alternate "B" Items, Bid Item 84				\$ 243880 ⁻	

ALTERNATE "C" ITEMS

(Painted Asphalt for Pedestrian Crosswalks)

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Amount
85	24-Inch White Solid Pavement in lieu of Pavers (Bid Item 22), Complete in Place.	L.F.	7840	\$ 7 ⁻	\$ 54880 ⁻
86	2-Inch Asphalt Surface including Surface Course, Base Course, and Tack Coat, Complete in Place.	S.Y.	3484	\$ 10 ⁻	\$ 34840 ⁻
Subtotal Alternate "C" Items, Bid Items 85-86				\$ 89720 ⁻	

Submitters (Initials) 

ALTERNATE "D" ITEMS

TRAFFIC LIGHT ITEMS

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Amount
87	Drill Shaft (TRF SIG Pole) (36 In)	LF	480	\$ 505	\$ 24000
88	Condt (PVC) (SCH 80) (3")	LF	240	\$ 12	\$ 2880
89	Condt (PVC) (SCH 80) (3") (Bore)	LF	1120	\$ 24	\$ 26880
90	Condt (PVC) (SCH 80) (4")	LF	140	\$ 12	\$ 1680
91	Elec Condr (No. 8) Bare	LF	1900	\$ 1	\$ 1900
92	Ground Box TY A (122311)	EA	16	\$ 400	\$ 6400
93	Ground Box TY C (162911)	EA	4	\$ 500	\$ 2000
94	VEH SIG SEC (12")LED(Grn)	EA	32	\$ 200	\$ 6400
95	VEH SIG SEC (12")LED(Yel)	EA	32	\$ 200	\$ 6400
96	VEH SIG SEC (12")LED(Red)	EA	32	\$ 200	\$ 6400
97	PED SIG SEC (LED)(2 Indications)	EA	32	\$ 500	\$ 16000
98	Back Plate (12")(3 Sec)	EA	32	\$ 80	\$ 2560
99	TRF SIG CBL (TY A)(12 AWG)(3 Condr)	LF	3628	\$ 120	\$ 435360

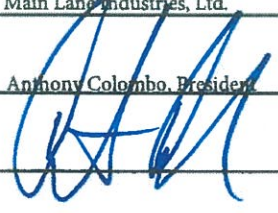
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Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Amount
100	TRF SIG CBL (TY A)(12 AWG)(4 Condr)	LF	3908	\$ 1 ³⁰	\$ 5080 ⁴⁰
101	TRF SIG CBL (TY A)(12 AWG)(9 Condr)	LF	3480	\$ 2 ⁻	\$ 6960 ⁻
102	INS TRF SIG PL AM (S)1 Arm(20')ILSN	EA	8	\$ 1000 [✓]	\$ 8000 [✓]
103	INS TRF SIG PL AM(S)1 Arm(24')ILSN	EA	8	\$ 1000 [✓]	\$ 8000 [✓]
104	PED Detect Push Button (Standard)	EA	32	\$ 350 ⁻	\$ 11200 ⁻
105	VIVDS Processor System	EA	4	\$ 500 [✓]	\$ 2000 [✓]
106	VIVDS Camera Assembly	EA	16	\$ 1200 [✓]	\$ 19200 [✓]
107	VIVDS Set-up System	EA	4	\$ 250 ⁻	\$ 1000 ⁻
108	VIVDS Communication Cable (Coaxial)	LF	3544	\$ 2 ⁻	\$ 7088 ⁻
Subtotal Alternate "D" Items, Bid Items 87-108				\$	554382

SUMMATION

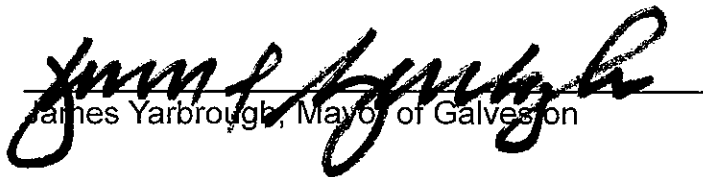
SUBTOTAL MISCELLANEOUS (ITEMS 1-6)	\$ 1,260,900 ⁻
SUBTOTAL PAVING (ITEMS 7-30)	\$ 2,523,199 ⁻
SUBTOTAL STORM SEWER (ITEMS 31-42)	\$ 1,572,600 ⁻
SUBTOTAL SANITARY SEWER (ITEMS 43-52)	\$ 578,395 ⁻
SUBTOTAL WATER (ITEMS 53-71)	\$ 1,924,675 ⁻
SUBTOTAL LANDSCAPE (ITEMS 72-79)	\$ 336,196 ⁻
SUBTOTAL ELECTRICAL (ITEMS 80-82)	\$ 243,750 ⁻
TOTAL BASE BID (ITEMS 1-82)	\$ 8,439,715 ⁻
BASE BID WITH ALTERNATE "A" (ITEMS 1-14, 16-83)	\$ 7,574,515 ⁻
BASE BID WITH ALTERNATE "B" (ITEMS 1-21, 23-82, 84)	\$ 8,648,755 ⁻
BASE BID WITH ALTERNATE "C" (ITEMS 1-21, 23-82, 85-86)	\$ 8,494,575 ⁻
BASE BID WITH ALTERNATE "D" (ITEMS 1-82, 87-108)	\$ 8,994,097 ⁻

Company Name (Printed): Main Lane Industries, Ltd.Printed Name of Signatory: Anthony Colombo, PresidentSignature: Date: 11/14/2018Submitters (Initials) 

The Galveston County
Cooperative Evacuation Plan

Approval of Participating Cities

This Cooperative Evacuation plan is hereby approved. This plan is effective immediately and supersedes all previous editions.


James Yarbrough, Mayor of Galveston

11/20/18
Date

GALVESTON COUNTY COOPERATIVE EVACUATION PLAN

APPROVAL & IMPLEMENTATION

GALVESTON COUNTY COOPERATIVE EVACUATION PLAN

This cooperative evacuation plan is hereby approved. This plan is effective immediately and supersedes all previous editions.

Mark Henry, Galveston County Judge

Date

Garret Foskit, Emergency Management Coordinator

Date

The Galveston County
Cooperative Evacuation Plan

Approval of Participating Cities

This Cooperative Evacuation plan is hereby approved. This plan is effective immediately and supersedes all previous editions.

Daniel Konyha, Mayor of Bayou Vista

Date

The Galveston County
Cooperative Evacuation Plan

Approval of Participating Cities

This Cooperative Evacuation plan is hereby approved. This plan is effective immediately and supersedes all previous editions.

Mike McNamara, Mayor of Clear Lake Shores

Date

The Galveston County
Cooperative Evacuation Plan

Approval of Participating Cities

This Cooperative Evacuation plan is hereby approved. This plan is effective immediately and supersedes all previous editions.

Julie Masters, Mayor of Dickinson

Date

**The Galveston County
Cooperative Evacuation Plan**

Approval of Participating Cities

This Cooperative Evacuation plan is hereby approved. This plan is effective immediately and supersedes all previous editions.

Mike Foreman, Mayor of Friendswood

Date

The Galveston County
Cooperative Evacuation Plan

Approval of Participating Cities

This Cooperative Evacuation plan is hereby approved. This plan is effective immediately and supersedes all previous editions.

James Yarbrough, Mayor of Galveston

Date

The Galveston County
Cooperative Evacuation Plan

Approval of Participating Cities

This Cooperative Evacuation plan is hereby approved. This plan is effective immediately and supersedes all previous editions.

Dorothy Childress, Mayor of Hitchcock

Date

The Galveston County
Cooperative Evacuation Plan

Approval of Participating Cities

This Cooperative Evacuation plan is hereby approved. This plan is effective immediately and supersedes all previous editions.

Steve Spicer, Mayor of Jamaica Beach

Date

The Galveston County
Cooperative Evacuation Plan

Approval of Participating Cities

This Cooperative Evacuation plan is hereby approved. This plan is effective immediately and supersedes all previous editions.

Carl Joiner, Mayor of Kemah

Date

The Galveston County
Cooperative Evacuation Plan

Approval of Participating Cities

This Cooperative Evacuation plan is hereby approved. This plan is effective immediately and supersedes all previous editions.

Bobby Hocking, Mayor of La Marque

Date

The Galveston County
Cooperative Evacuation Plan

Approval of Participating Cities

This Cooperative Evacuation plan is hereby approved. This plan is effective immediately and supersedes all previous editions.

Pat Hallisey, Mayor of League City

Date

**The Galveston County
Cooperative Evacuation Plan**

Approval of Participating Cities

This Cooperative Evacuation plan is hereby approved. This plan is effective immediately and supersedes all previous editions.

Jason Tabor, Mayor of Santa Fe

Date

The Galveston County
Cooperative Evacuation Plan

Approval of Participating Cities

This Cooperative Evacuation plan is hereby approved. This plan is effective immediately and supersedes all previous editions.

Matthew Doyle, Mayor of Texas City

Date

**The Galveston County
Cooperative Evacuation Plan**

Approval of Participating Cities

This Cooperative Evacuation plan is hereby approved. This plan is effective immediately and supersedes all previous editions.

Vernon Teltschick, Mayor of Tiki Island

Date

The Galveston County
Cooperative Evacuation Plan

Approval of Participating Cities

This Cooperative Evacuation plan is hereby approved. This plan is effective immediately and supersedes all previous editions.

Texas Department of Public Safety
Disaster District Chair 16B

Date

GALVESTON COUNTY COOPERATIVE EVACUATION PLAN

I. PURPOSE

The purpose of this plan is to guide the safe and orderly evacuation of Galveston County prior to approaching severe weather or disaster. For the purposes of this plan the following terms will apply:

- A. Capital Area Shelter Hub Plan: The plan which describes how the City of Austin, Travis County and surrounding counties will accommodate evacuees, including those with medical, access and functional needs, who have been evacuated from Galveston County as a result of a mandatory evacuation.
- B. Decision-maker: The mayor of each City and the County Judge, each of whom has the authority to recommend evacuation or call a mandatory evacuation of his/her jurisdiction. Each jurisdiction must have the name of a decision-maker and an alternate on file with the Galveston County Office of Emergency Management.
- C. Disaster District Committee: A regional organization of state agencies chaired by a ranking Department of Public Safety officer ("Disaster District Chairman") to which requests for assistance and situational data from that region's Cities and Counties may be transmitted.
- D. Point-to-Point Shelter Plan: A plan developed between a coastal area and a host inland City or County to provide shelter accommodations for evacuees involved in mass transport operations.
- E. Reception Center: A designated location where evacuees are received by a host community. Upon arrival they are triaged, registered, and assigned a shelter within the hub region.
- F. Regional Liaison Officer: The Texas Division of Emergency Management representative serving the Texas Division of Emergency Management Disaster District Sub 2A, which encompasses Galveston and Brazoria counties.
- G. Multi-Agency Coordinating Committee: The group comprised of the mayor of Houston, the mayor of Galveston, and the County judges of the 13-County Houston-Galveston Area Council region, or their appointees, responsible for coordinating evacuations and responding to catastrophic events. Also referred to under the National Incident Management System as the Multi-Agency Coordinating Group.
- H. State Operations Center: The emergency operations center within the Texas Department of Public Safety/Division of Emergency Management facility in Austin from which state coordination of disaster operations occurs.

II. ASSUMPTIONS

When a disaster threatens the Upper Texas Gulf Coast, Galveston County's decision-makers will meet or participate in conference calls to discuss appropriate actions to protect lives and property.

Evacuation decisions for most disasters threatening the Houston-Galveston area will be coordinated with the Multi-Agency Coordinating Committee according to the procedures spelled out in Attachment B.

In the event of a tropical cyclone or flood threat, priority will be given to evacuating the following low-lying areas of Galveston County: Bayou Vista-Omega Bay, San Leon-Bacliff, Kemah-Clear Lake Shores, Tiki Island, West Galveston Island including Jamaica Beach, and all of the Bolivar Peninsula. Due to ferry access and other issues, the peninsula may be asked to evacuate well in advance of other areas of the County.

Preparations for approaching tropical cyclones will be made as if they are one category stronger than projected by the National Weather Service.

Each jurisdiction will educate its residents, including those with medical, access or functional-needs, regarding their individual responsibilities when an evacuation is recommended or mandated.

Each jurisdiction should maintain a list of medical, access or functional needs residents within their geographic area, for the purposes of notifying them of potential emergencies as well as coordinating any transportation needs.

III. EVACUATION FROM ZIP CODE ZONES

Jurisdictions in the Houston-Galveston-Brazoria Study Area adopted a Zip Code Evacuation Plan for the 2007 Hurricane Season to replace the old surge zone maps. The plan calls for evacuation of Galveston County for major hurricanes by groups of zip code zones, beginning with the coast and moving inland. In subsequent years, Chambers and Matagorda counties were added to the map. See Attachment C for a depiction of these zones.

The zip zones generally follow the Evacuation Study Area surge zones and are identified as "Zip Zone Coastal" (Island, Bolivar Peninsula, and coastal Brazoria and Matagorda counties), "Zip Zone A" (all of the Galveston County mainland except for portions of Friendswood and Santa Fe, and southern Chambers County), "Zip Zone B" (portions of Friendswood and Santa Fe, and large portions of Brazoria, Chambers and Matagorda counties), and "Zip Zone C" (Southeast Houston and Harris County, and northern Brazoria County).

Evacuation of Galveston County will be conducted with the assistance of local, regional and state law enforcement, as outlined in the Texas Department of Public Safety's Traffic Management Plan. The latest version is available on the Texas DPS-DEM web site.

IV. PRIMARY EVACUATION ROUTES

- A. Interstate 45
- B. Highway 146
- C. Highway 6
- D. Highway 124

The primary evacuation routes for Galveston County are Interstate 45, Highway 146, Highway 6 and Highway 124. Galveston Island and mainland Galveston County residents should use I-45, Hwy. 146 and Hwy. 6 to evacuate the area. Residents of Bolivar Peninsula should evacuate via Highway 87 to Highway 124 through Chambers County.

Highways and bridges may not be safe in winds that exceed tropical storm intensity (39 mph) and when heavy rainfall persists. Additionally, the Texas Department of Transportation ferry service between Bolivar Peninsula and Galveston will cease operations when tides reach 4.5 feet above normal.

Traffic along various evacuation routes will not be controlled, with the exception of Hwy. 146, where traffic may be diverted to Spur 330 just north of the Fred Hartmann Bridge. From Spur 330 motorists will be allowed to proceed to other routes, including Interstate 10 West, Beltway 8, I-45, etc. This diversion may depend on overall traffic patterns and the direction of the land-falling storm. Traffic may still be diverted for everyday reasons, such as accidents or construction.

The State of Texas will provide wrecker assistance and comfort stations with emergency food, ice and fuel along I-45, I-10, U.S. 290, and Highway 59. These services may not be available to evacuees who choose routes other than the primary evacuation routes, such as Farm-to-Market roads.

The state will "contra-flow" or reverse-flow, as conditions warrant, Interstate 10 west of Brookshire, Interstate 45 north of FM 1488 in Conroe, U.S. 290 west of FM 1960 in Houston, and Highway 59 north between Humble and Cleveland, to facilitate evacuation of the Houston region. Contra-flow typically will be implemented by Houston and Galveston authorities with the input of the MACC/MACG and the State Operations Center. The state plans to implement contra-flow no later than H-36 when a major storm is threatening.

V. GENERAL EVACUATION STRATEGY

Tropical and severe weather activities are monitored by the Houston-Galveston forecast office of the National Weather Service. The NWS will be the primary source of weather information and interpretation for Galveston County's decision-makers.

The NWS will continuously update local officials on weather conditions. Any perceived weather threat will be brought to the attention of the Galveston County Office of Emergency Management (GCOEM) for further action, if any.

When tropical weather approaches the Upper Texas Gulf Coast, the GCOEM will alert the decision-maker in each jurisdiction and will coordinate and conduct an initial meeting to be chaired by the County Judge approximately 96 hours prior to 39-mph winds reaching the Galveston County coastline. If possible this meeting will be conducted in-person at the GCOEM facility, 1353 FM 646 in League City. The decision-makers will determine times and locations for additional meetings. For storms developing in the Gulf, this timeline may shrink considerably.

Each jurisdiction retains the right to order, or not to order, a mandatory evacuation. Jurisdictions have the responsibility to communicate, cooperate and keep other jurisdictions informed of all decisions that may affect other geographic areas. When an evacuation order is made, the public information officers of the County and Cities will use all available means to alert the public. For traffic safety reasons, evening evacuations will be avoided if possible.

Prior to the call for evacuation, decision-makers will request implementation by the Texas Department of Public Safety of the District Sub-2A Traffic Management Plan. The Plan includes traffic control assignments for local jurisdictions, which must be familiar with these assignments and related responsibilities.

VI. CONFERENCE CALL SCHEDULE

In general and when time does not allow for face-to-face meetings, the Galveston County Cooperative Emergency Management Group (County Judge, Mayors, Emergency Management Coordinators and other essential decision-makers) will coordinate evacuation activities via regular conference calls.

Experience has shown that it is helpful to have the latest weather information prior to conducting a Local Call. It is suggested therefore, that the decision-makers will first participate in the National Weather Service's call with its 23-county area; or will arrange a call with the NWS exclusive to Galveston County.

Conference calls typically occur at 10:15 AM (NWS call); 11:15 AM (Local call) and 12:00 PM (State call). As a storm approaches and the risk to the Houston-Galveston region increases, the NWS will poll decision-makers if an afternoon call is warranted. If so, the NWS may conduct a 4:15 PM call, which would be followed by a Local call at 5:15 PM and a State call at 6:00 PM. Additional calls throughout the evening and early morning hours also may be warranted, especially just prior to landfall.

Often local jurisdictions decide not to participate in the State calls as they may not contain information specific to them. However, GCOEM will monitor the State calls and will pass along important information to the County's jurisdictions. Notice of conference calls will typically come by email or through mass-notification services such as Blackboard Connect.

Jurisdictions are responsible for ensuring GCOEM has the latest contact information for conference call participants.

VII. EVACUATION OF CITIZENS WITH ACCESS, FUNCTIONAL AND MEDICAL NEEDS

Hundreds of Galveston County citizens have been identified as having access, functional or medical needs, and may need assistance evacuating from the path of a potentially devastating tropical weather when a mandatory evacuation order has been issued. Hundreds of others may have no access, functional or medical needs but merely lack transportation.

The County and Cities have knowledge of access, functional and medical needs individuals who may need assistance evacuating. The State of Texas 2-1-1 Registry assists with registration of these individuals in coastal counties. The state will from time to time forward information on special needs individuals to the County and Cities for their planning purposes; GCOEM also will extract this data and distribute to local jurisdictions regularly.

Despite the best efforts of local officials, it is impossible to determine in advance how many citizens may need assistance with evacuation. The County and Cities will use their best efforts to approximate how many access, functional or medical needs residents will require evacuation assistance to ensure proper planning prior to the start of Hurricane Season each year. The County will coordinate with the Galveston County Health District regarding citizens with medical needs in the unincorporated areas. Cities should coordinate with their health/medical providers, nursing homes, EMS, etc.

Galveston County and the City of Galveston contract with the City of Austin for shelter space for individuals with access, functional and medical needs. Copies of these agreements are available from the City or the County. Each city in Galveston County has specific responsibilities related to the evacuation of individuals with access, functional and medical needs to Austin. Those responsibilities are outlined in Attachment A.

VIII. SANTA FE HIGH SCHOOL FIRST-RESPONDER SHELTER

Under an agreement signed by the Santa Fe Independent School District (SFISD), Galveston County and local jurisdictions in 2011, SFISD will allow use of portions of Santa Fe High School and parking lots to house first-responders and store equipment prior to landfall. Galveston County has installed a large generator at the school and will provide meals for first-responders through a separate contract. The school will be vacated as soon as feasible after the storm passes, or when SFISD resumes classes. Signatories to the agreement will not allow the possession or use of drugs or alcohol, or harboring of pets, while on school property. Service animals, including canines trained in search, rescue and recovery, may be sheltered with their handlers.

IX. COORDINATION OF EVACUATION PLANS

Evacuation of individuals with access, functional and medical needs, as well as the general population, requires a coordinated effort by local, regional and state officials. Emergency management officials will use their best efforts to follow the evacuation procedures spelled out in Attachment A.

X. ATTACHMENTS

Attachment A: Evacuation of Individuals with Access, Functional and Medical Needs

Attachment B: Coordination with the MACC/MACG

Attachment C: Zip Code Evacuation Map

Attachment D: Galveston County Cooperative Embarkation Guidelines

ATTACHMENT A

PROCEDURES FOR EVACUATION OF INDIVIDUALS WITH ACCESS, FUNCTIONAL AND MEDICAL NEEDS

Galveston County is home to many residents who cannot self-evacuate. These individuals who for medical, financial or other reasons cannot evacuate on their own are described by the State of Texas as individuals with access, functional and medical needs.

IDENTIFICATION OF INDIVIDUALS WITH ACCESS, FUNCTIONAL AND MEDICAL NEEDS

Each community in Galveston County is responsible for maintaining a list of residents with access, functional and medical needs. Each City will follow its own procedures for development and maintenance of a data base, and for contacting residents in the event a catastrophic storm approaches.

The State of Texas 2-1-1 Registry offers Texans an opportunity for residents with access, functional and medical needs to register in advance assistance. Local jurisdictions receive this confidential data via email and are responsible for adding this information to their databases. Inclusion in the data base is not a promise of transportation. The State data-entry process will typically shut down approximately 24 hours prior to landfall, with calls then routed to 911.

NOTIFICATION OF INDIVIDUALS WITH ACCESS, FUNCTIONAL AND MEDICAL NEEDS

Galveston County and each City within the County will strive to notify their citizens with access, functional and medical needs of the urgency to evacuate from approaching severe weather or other emergency. All means of communication will be used to contact those who have no personal transportation. This includes local media, various mass-notification phone and email systems, Internet and cell phone alerts, and other technologies.

Citizens who need transportation out of Galveston County will be advised to go to a pickup point in their community, or directly to one of the two evacuation (departure) points in the County. Each City will be responsible for transporting evacuees from the pickup points in their community to the evacuation points. In many cases, citizens will have no means of transport to their pickup point or evacuation point. The Cities and County will use their own transportation resources (cars, buses, vans, etc.) and personnel (police, fire, etc.) to transport these individuals to the appropriate locations.

Each City and the County will advise residents of luggage restrictions and pet requirements in accordance with their established procedures. It is the policy of Galveston County and its cities to accommodate service animals as well as family pets. However each City and the County reserves the right to deny passage to animals that are not restrained and/or deemed a threat.

ATTACHMENT D

Galveston County Cooperative Embarkation Guidelines

Purpose

To provide an outline for the evacuation of Galveston County residents with access, functional and medical needs in times of disaster.

Assumptions

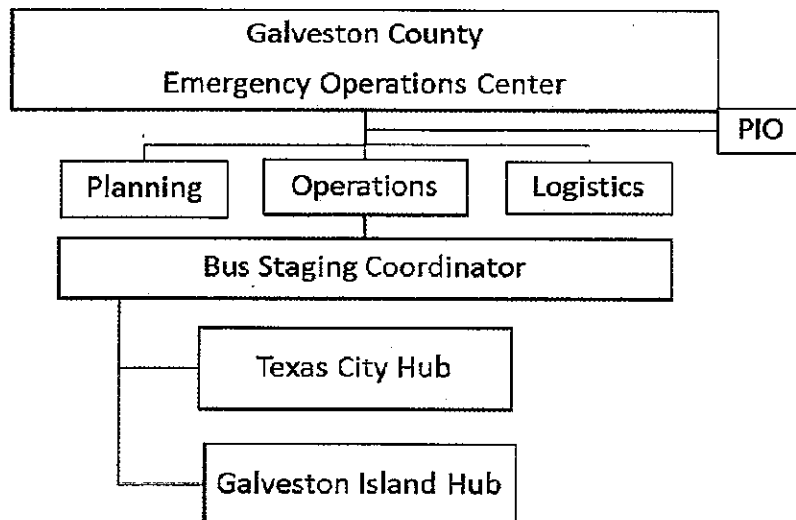
Galveston County will request from the Texas Division of Emergency Management (TDEM) as many vehicles as needed for the purpose of the evacuation of residents with access, functional and medical needs as soon as possible in the event of an evacuation order. It is recommended that jurisdictions with evacuating residents provide personnel to support evacuation.

Concept of Operations

Galveston County Office of Emergency Management will provide support from the Emergency Operation Center prior to and during evacuation operations.

Upon arrival in Galveston County, the buses will be staged at the Tanger Outlet Mall; 5885 Gulf Freeway, Texas City, TX 77591. From there, buses will be dispatched to the Texas City Hub at the Doyle Center; 2010 5th Ave N, Texas City, TX 77590 and to the Galveston Island Hub located at the Island Community Center at 4700 Broadway, Galveston, TX 77551.

Evacuating residents, along with their luggage and pets will be scanned using the Electronic Tracking Network (ETN) and boarded on busses for evacuation.



Recommended Personnel

DIVISION	BRANCH	AGENCY	PERSONNEL	ASSIGNMENT
EOC	LOGISTICS	GCOEM	1	Logistics Section Chief
EOC	OPERATIONS	GCOEM	1	Operations Section Chief
EOC	PIO	GCOEM	1	Public Information Officer
EOC	PLANNING	GCOEM	1	Planning Section Chief
EOC	PLANNING	GC CERT	9	Phone Bank
BUS	OPERATIONS	TX CITY OEM	1	Bus Staging Coordinator/Leader
BUS	OPERATIONS	GC CERT	3	Bus Staging Personnel
BUS	LAW ENF	TX CITY PD	8	Traffic Control / Incoming Bus
BUS	LOGISTICS	TX CITY OEM	1	Coordination of Food & Lodging for
TC	OPERATIONS	TX CITY OEM	1	Transportation Hub Coordinator
TC	OPERATIONS	VARIOUS	1	Bus Loading Coordinator
TC	OPERATIONS	VARIOUS	5	Evacuee Greeter Personnel
TC	OPERATIONS	TXSG	5	Data Entry Personnel
TC	OPERATIONS	TXSG	4	Evacuee Caretakers/Loading Staff
TC	MEDICAL	TC EMS	2	Evacuation Hub Medical Support
GALV	OPERATIONS	GALV OEM	1	Transportation Hub Coordinator
GALV	OPERATIONS		1	Bus Loading Coordinator
GALV	OPERATIONS	GALVESTON	5	Evacuee Greeter Personnel
GALV	OPERATIONS	TXSG	5	Data Entry Personnel
GALV	OPERATIONS	TXSG	4	Evacuee Caretakers/Loading Staff
GALV	LAW ENF	GALV PD	4	Traffic Control / Incoming Bus
GALV	MEDICAL	GALV EMS	2	Evacuation Hub Medical Support
TOTAL			66	

Evacuation and Embarkation Bus Logistics

Texas City Bus Staging Area:

Tanger Outlet Mall
5885 Gulf Freeway
Texas City, TX 77591

Bus Staging Area Equipment Recommended

Command Trailer
4- Handheld radio devices
Extra batteries and chargers
Bottled water
Wireless Printer
Printer Cartridges
Paper

Embarkation Hubs:

Locations

Doyle Center
2010 5th Ave N,
Texas City, TX 77590

Island Community Center
4700 Broadway
Galveston, TX 77551

Embarkation Hub Equipment Recommended

4- Handheld radio devices
Extra batteries and chargers
Bottled water
ETN Enabled Mobile Smart Devices
Mobile Device Chargers and cords
Power Strips
"Evacuation Staff" Vest

Process Flow

DPS or TDEM will notify Galveston County EOC when the buses are en route to the Texas City Bus Staging area and their anticipated time of arrival.

Bus Staging Coordinator and Staff will report to the Tanger Outlet. The buses will arrive and be parked in the parking lot where they will await deployment to embarkation hubs.

Bus Staging Staff will scan each bus and change the status to show that the bus arrived in Texas City. Buses will be refueled if necessary while they await deployment.

The Texas City Loading Coordinator and the Galveston Loading Coordinator will request buses via the GCOEM1 talkgroup. Buses will be deployed from the Bus Staging Area to the Embarkation Hubs.

Bus Staging Staff will scan each bus as it is deployed and change the status to show the bus en route to either the Doyle Center Embarkation Hub or the Island Community Center Embarkation Hub

Personnel will scan each evacuee, possession and pet upon arrival and assist with bus loading.



TEXAS DIVISION OF EMERGENCY MANAGEMENT
GUEST INFORMATION

(Please Print)



Location:

Today's Date:

GROUP LEADER

☐ Mr. ☐ Miss Birth Date
☐ Mrs. ☐ Ms. / /

Gender:

Contact Number: ()

Condition:

How many people traveling together:

Street address:

City

County:

Zip Code:

State

Group Leader?

Circle: Yes or No

Wristband ID:

FAMILY MEMBERS

Everyone from the same immediate family that will stay with the Group Leader

Name:	Birth date: / /	Gender:	Wristband ID:
Name:	Birth date: / /	Gender:	Wristband ID:
Name:	Birth date: / /	Gender:	Wristband ID:
Name:	Birth date: / /	Gender:	Wristband ID:
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Name:	Birth date: / /	Gender:	Wristband ID:

PETS AND ASSETS EQUIPMENT

Owner	Pet name or Equipment type	Tag ID:	Description

May 2016



EMERGENCIA DE LA GESTIÓN DE TEXAS DIVISIÓN
HUÉSPED INFORMACIÓN

(Imprimir Por Favor)

Fecha de Hoy:

Ubicación:

LÍDER DE LA FAMILIA

☐ Sr. ☐ Srta Fecha de naci:
☐ Sra. ☐ D. / /

Género:

Número de teléfono:

Condición:

Personas que viajan juntos:

Dirección:

Ciudad:

Condado:

Código postal:

Estado:

Líder de la Familia?

Círculo: Sí O No

Numero de Pulsera::

FAMILY MEMBERS

Todo el mundo de la misma familia inmediata que se quedará con el Líder del Grupo

Nombre:	Fecha de naci: / /	Género:	Numero de Etiqueta:
Nombre:	Fecha de naci: / /	Género:	Numero de Etiqueta:
Nombre:	Fecha de naci: / /	Género:	Numero de Etiqueta:
Nombre:	Fecha de naci: / /	Género:	Numero de Etiqueta:
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Nombre:	Fecha de naci: / /	Género:	Numero de Etiqueta:
Nombre:	Fecha de naci: / /	Género:	Numero de Etiqueta:
Nombre:	Fecha de naci: / /	Género:	Numero de Etiqueta:

ANIMALES DOMESTICOS Y EQUIPO MÉDICO

Dueño	Nombre del animal doméstico o escribe el Equipo	Numero de Etiqueta:	Descripción

May 2016

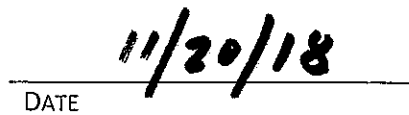
Galveston County

Cooperative Reentry Plan

Approval of Participating Cities

This Cooperative Reentry Plan is hereby approved. This Plan is effective immediately and supersedes all previous editions.


JAMES D. YARBROUGH, MAYOR OF GALVESTON


DATE

VERSION 1.4

JULY 16, 2018

GALVESTON COUNTY COOPERATIVE REENTRY PLAN

GALVESTON COUNTY

APPROVAL & IMPLEMENTATION

Galveston County

Cooperative Reentry Plan

This Cooperative Reentry Plan is hereby approved. This Plan is effective immediately and supersedes all previous editions.

MARK HENRY, GALVESTON COUNTY JUDGE

DATE

GARRET FOSKIT, EMERGENCY MANAGEMENT COORDINATOR

DATE

Galveston County
Cooperative Reentry Plan

Approval of Participating Cities

This Cooperative Reentry Plan is hereby approved. This Plan is effective immediately and supersedes all previous editions.

DANIEL KONYHA, MAYOR OF BAYOU VISTA

DATE

Galveston County
Cooperative Reentry Plan
Approval of Participating Cities

This Cooperative Reentry Plan is hereby approved. This Plan is effective immediately and supersedes all previous editions.

MIKE MCNAMARA, MAYOR OF CLEAR LAKE SHORES

DATE

Galveston County
Cooperative Reentry Plan
Approval of Participating Cities

This Cooperative Reentry Plan is hereby approved. This Plan is effective immediately and supersedes all previous editions.

JULIE MASTERS, MAYOR OF DICKINSON

DATE

Galveston County

Cooperative Reentry Plan

Approval of Participating Cities

This Cooperative Reentry Plan is hereby approved. This Plan is effective immediately and supersedes all previous editions.

MIKE FOREMAN, MAYOR OF FRIENDSWOOD

DATE

Galveston County
Cooperative Reentry Plan
Approval of Participating Cities

This Cooperative Reentry Plan is hereby approved. This Plan is effective immediately and supersedes all previous editions.

JAMES D. YARBROUGH, MAYOR OF GALVESTON

DATE

Galveston County

Cooperative Reentry Plan

Approval of Participating Cities

This Cooperative Reentry Plan is hereby approved. This Plan is effective immediately and supersedes all previous editions.

DOROTHY CHILDRESS, MAYOR OF HITCHCOCK

DATE

Galveston County
Cooperative Reentry Plan
Approval of Participating Cities

This Cooperative Reentry Plan is hereby approved. This Plan is effective immediately and supersedes all previous editions.

STEVE SPICER, MAYOR OF JAMAICA BEACH

DATE

Galveston County
Cooperative Reentry Plan
Approval of Participating Cities

This Cooperative Reentry Plan is hereby approved. This Plan is effective immediately and supersedes all previous editions.

CARL JOINER, MAYOR OF KEMAH

DATE

Galveston County
Cooperative Reentry Plan
Approval of Participating Cities

This Cooperative Reentry Plan is hereby approved. This Plan is effective immediately and supersedes all previous editions.

BOBBY HOCKING, MAYOR OF LA MARQUE

DATE

Galveston County

Cooperative Reentry Plan

Approval of Participating Cities

This Cooperative Reentry Plan is hereby approved. This Plan is effective immediately and supersedes all previous editions.

PAT HALLISEY, MAYOR OF LEAGUE CITY

DATE

Galveston County
Cooperative Reentry Plan
Approval of Participating Cities

This Cooperative Reentry Plan is hereby approved. This Plan is effective immediately and supersedes all previous editions.

JASON TABOR, MAYOR OF SANTA FE

DATE

Galveston County

Cooperative Reentry Plan

Approval of Participating Cities

This Cooperative Reentry Plan is hereby approved. This Plan is effective immediately and supersedes all previous editions.

MATTHEW DOYLE, MAYOR OF TEXAS CITY

DATE

Galveston County
Cooperative Reentry Plan
Approval of Participating Cities

This Cooperative Reentry Plan is hereby approved. This Plan is effective immediately and supersedes all previous editions.

VERNON TELTSCHICK, MAYOR OF TIKI ISLAND

DATE

Galveston County

Cooperative Reentry Plan

Receipt by Participating Entity

This Cooperative Reentry Plan is has been received. It is understood that this Plan is effective immediately and supersedes all previous editions.

DISASTER DISTRICT CHAIR 16B
TEXAS DEPARTMENT OF PUBLIC SAFETY

DATE

GALVESTON COUNTY COOPERATIVE REENTRY PLAN

Galveston County Cooperative Reentry Plan Participants:

Galveston County
City of Bayou Vista
City of Clear Lake Shores
City of Dickinson
City of Friendswood
City of Galveston
City of Hitchcock
City of Jamaica Beach
City of Kemah
City of La Marque
City of League City
City of Santa Fe
City of Texas City
City of Tiki Island
Texas Department of Public Safety (TxDPS)

1.0 INTRODUCTION

The Galveston County Cooperative Reentry Plan participants are committed to promoting the timely reentry of essential response and recovery personnel, government officials, business operators, property owners, residents, etc. to speed the recovery of the impacted area(s) and to provide uniform guidance following a disaster to law enforcement personnel who direct access into the evacuated area(s).

If any portion of this, the Galveston County Cooperative Reentry Plan, is held invalid by judicial or administrative ruling, such ruling shall not affect the validity of the remaining portions of the plan.

1.1 PURPOSE

The purpose of this plan is to provide the framework to establish reentry procedures for use when a mandatory evacuation order has been issued and remains in effect to maintain continuity of government and provide for the safe and orderly return of individuals into the evacuated area(s). This plan is intended to complement the participating entities Emergency Operations Plans and Annexes or Emergency Support Functions.

The organizational and operational concepts contained in this plan are set forth based on the following authorities:

- Texas Government Code 418.050 Phased Reentry Plan
- Texas Government Code 418.1015 Emergency Management Directors
- Texas Government Code 418.108 Declaration of Local Disaster
- National Response Framework, 3rd Edition, June 2016
- National Incident Management System, 3rd Edition, October 2017

1.2 SITUATION

Galveston County is in southeastern Texas. The contiguous part of the County is bounded to the north by Harris County, northeast and east by Galveston Bay, to the south by Galveston Island and the west by Brazoria County. Bolivar Peninsula is bounded to the north by Chambers County, to the east and south by the Gulf of Mexico and Galveston Channel and the west by Galveston Bay. Galveston Island lies off the coast of the contiguous part of the County and is bounded to the north by West Bay, to the northeast by Galveston Bay and Galveston Channel, to the east and south by the Gulf of Mexico, and to the west by San Luis Pass.

Tropical weather systems (i.e. tropical disturbances, tropical depressions, tropical storms, and hurricanes) are an ever-present threat during the summer and fall seasons.

This plan was initiated due to past evacuations and subsequent reentry and repopulation following Hurricane Ike (2008) and Hurricane Rita (2005).

1.3 ASSUMPTIONS

This plan assumes that in the event of mandatory evacuation order(s) and subsequent tiered reentry, the participating entities will have enough resources to implement their basic plan(s) and this plan.

In the evacuation area, regular and customary access to emergency services may not exist.

A Traffic Control Point or Points will be established to restrict reentry into the evacuation area(s) as directed by local Emergency Management Directors (EMDs).

Reentry will occur in a "tiered approach" based on key roles in restoring steady-state operations after the disaster.

The final decision on reentry will remain that of the local EMD and be dependent on the specific situation that caused the issuance of the mandatory evacuation order.

The State Operations Center (SOC) will also be coordinating reentry operations for applicable organizations in support of local response actions as allowed by law. At the local level, this will be coordinated by the Disaster District Committee (DDC).

Prior to each hurricane season, agencies, organizations, and companies who have a need corresponding to the identified Tiers to enter the evacuation area(s) to perform essential services or restoration will coordinate their requests with the local EMD or his or her designee.

2.0 ORGANIZATIONAL CONCEPTS

Emergency Management, at the local government level, is established in State law, City Charter(s), and local ordinances.

2.1 AUTHORITY

The Texas Government Code places overall responsibility for the management of local disasters with the presiding officer of the governing body of an incorporated city or a county or the chief administrative officer of a joint board. The presiding officer is referred to as the Emergency Management Director (EMD).

The EMD may, when a State or Local Disaster has been declared, exercise similar powers on an appropriate scale as have been granted to the Governor in the Texas Government Code.

The EMD may designate a person to serve as Emergency Management Coordinator (EMC).

2.2 NATIONAL RESPONSE FRAMEWORK AND NATIONAL INCIDENT MANAGEMENT SYSTEM

This plan was devised in accordance with the National Response Framework (NRF) and the National Incident Management System (NIMS).

2.3 INCIDENT COMMAND SYSTEM

This plan was devised in accordance with the Incident Command System (ICS).

3.0 CONCEPT OF OPERATIONS

This plan addresses reentry procedures for use when a mandatory evacuation order has been issued and remains in effect to maintain continuity of government and provide for the safe and orderly return of individuals into the evacuated area(s).

Due to the spectrum of impacts requiring an evacuation and phased reentry, the Concept of Operations may be modified for operational needs.

3.1 UNIFIED COMMAND

Unified Command (UC) composition for a specific incident will be determined on a case-by-case basis considering: (1) the specifics of the incident (e.g., location and type of incident); (2) requirements outlined in existing response plans; or (3) decisions reached during the initial meeting of the UC. The composition of the UC may change as an incident progresses to account for changes in the situation (e.g., as the response transitions out of the emergency phase and into long-term cleanup) and resulting changes in jurisdictional responsibilities. To be effective, the number of personnel included in the UC should be kept as small as possible.¹

3.1.1 UNIFIED COMMAND DECISIONS

The Unified Command will:

- Identify and include all organizations that need to be represented in the UC to accomplish the UC objectives
- Identify and integrate assisting and cooperating organizations that are needed to accomplish the UC objectives
- Identify location(s) of the Traffic Control Point(s)
- Identify support facilities and locations
 - Responder rehabilitation site, sanitation site, etc.
- Define the operational period and hours of operation
- Coordinate media messaging
- Manage resource requesting/ordering process, cost sharing, and cost accounting
- Manage incident documentation process

¹ United States of America. Department of Homeland Security. United States Coast Guard. Incident Management Handbook. May 2014.

- Determine Traffic Control Point Team Leader(s) to ensure clear direction for on-scene tactical resources.

3.2 TRAFFIC CONTROL POINTS

A Traffic Control Point (TCP) may be established to restrict reentry into the evacuated area(s) as directed by the Emergency Management Director (EMD). The Texas Department of Public Safety will assist in execution of this task at the request of the EMD under the direction of the Disaster District Committee (DDC) Chair. However, local jurisdictions will be required to maintain the lead in this effort to the extent possible to avoid conflicts.

Site-specific operational information is included in the attachments to this plan.

4.0 ADMINISTRATION AND SUPPORT

The Galveston County Office of Emergency Management agrees to provide administrative services necessary to coordinate this agreement to include notification to participants of new signatories or withdrawals.

5.0 PLAN DEVELOPMENT AND MAINTENANCE

APPROVAL AND IMPLEMENTATION

The Mayors of the participating cities, and the County Judge for the County of Galveston, are the approving authorities for this plan and are responsible for its approval and implementation. The Disaster District Chair signature acknowledges the receipt of this plan.

DEVELOPMENT AND MAINTENANCE

The Galveston County Cooperative Reentry Plan participants are responsible for the development, maintenance and distribution of this plan. This plan will be reviewed annually and updated as needed. To the extent possible, this plan should become a part of each participating jurisdictions' state approved Evacuation Annex, Transportation Emergency Support Function, or equivalent.

ATTACHMENT 1: TIER DEFINITIONS

In the event of an impending threat, the local Emergency Management Director issuing the mandatory evacuation order may approve organizations to remain in the evacuated area(s). These individuals may include essential government personnel, first responders, and limited private-sector and non-governmental organizations in direct support of critical infrastructure. These individuals and organizations are considered to be self-sufficient and remain in the evacuation area with the understanding that regular and customary access to emergency services may not exist. These individuals and organizations are to be directly coordinated with the local Emergency Management Director (EMD) or his or her designee.

Organizations entering an area are subject to the check-in procedures established by the local EMD or his or her designee.

Any false or inaccurate information provided may be grounds for refusal of the request.

TIER EMERGENCY RESPONSE – SEARCH AND RESCUE AND SECURITY FORCE OPERATIONS

Tier Emergency Response (Tier ER) personnel are typically uniformed, are in **marked emergency response vehicles**, and must possess **valid agency credentials**. Responding organizations reenter at their own risk acknowledging that many unknown hazards may still exist that have not yet been identified by local officials.

Tier ER organizations should be prepared to provide proof of **deployment orders, mission assignment, or other similar documentation** authorizing work assignments in the evacuated area for the designated incident.

Search and Rescue (SAR) personnel include members of local fire departments, emergency medical services, law enforcement, affiliated non-governmental organizations, Texas Military Department and other State and/or Federal emergency response teams such as Texas Task Force 1 (TX-TF1).

TIER 1 – IMMEDIATE MASS CARE AND DAMAGE ASSESSMENT

Tier 1 personnel should travel in **marked company vehicles** and must possess **valid agency credentials**. Personnel in this category are expected to request Tier 1 reentry authorization prior to hurricane season and should be prepared to provide proof of **deployment orders, mission assignment, or other similar documentation** authorizing work assignments in the evacuated area for the designated incident. Responding organizations reenter at their own risk acknowledging that many unknown hazards may still exist that have not yet been identified by local officials.

- Critical Infrastructure and utilities assessment personnel must be permitted immediate access to ensure essential services, such as water, power and communications, are restored and infrastructure is intact. Municipal utilities and public works personnel are included as well as private organizations active in assessment of major industrial facilities.
- Official damage assessment teams may include Federal, State, and local officials and are required to possess official agency identification credentials.
- Immediate mass care is typically provided by recognized state agencies such as Texas Military Department and **limited** state VOADs such as American Red Cross, Texas Salvation Army, and Texas Baptist Men. Most other disaster relief workers are classified as Tier 2.
- Other personnel at the discretion of the local Emergency Management Director or his or her designee.

TIER 2 – RESTORATION OF ESSENTIAL SERVICES, POINT OF DISTRIBUTION (POD) AND OTHER SUPPORT OPERATIONS

Essential services include power, infrastructure, public works, wastewater/water and utility repair and restoration. Tier 2 personnel should travel in **marked company vehicles** and must possess **valid agency credentials**. These organizations should be prepared to provide proof of **deployment orders, mission assignment, or other similar documentation** authorizing work assignments in the evacuated area for the designated incident.

- Relief workers will be needed to provide food and other supplies for first responders and people that did not evacuate the impacted area(s)
- Health care agency personnel, which may include hospitals, nursing homes and assisted living facilities and dialysis centers. Credentialed volunteer health professionals possessing valid identification may be included
- Insurance agents and adjusters
- Reentry of key business operations and media in the evacuated area may be delayed until major routes are open and the threat to public safety subsides. The local EMD or his or her designee will make the decision when to permit business operators into the evacuated areas based on an overall evaluation of the situation. An example of businesses that may be allowed reentry as Tier 2 include those that have far reaching impact on recovery such as grocery stores, fuel providers, pharmacies, banking institutions and other “big box” providers (e.g. Walmart, Home Depot, Target, HEB, etc.).

TIER 3 – BUSINESS OPERATORS NOT ALLOWED REENTRY UNDER TIER 2 AND RESIDENTS

Business operators, property owners, and residents should be prepared to provide appropriate identification or credentials and/or proof of residency as appropriate.

GENERAL POPULATION

All others not defined previously are considered “general population” and will be allowed reentry after the mandatory evacuation order has been lifted.

Any conflict at designated check points will be routed through the local EMD or his or her designee as appropriate for resolution. Safety will be the ultimate deciding factor in ALL cases.

ATTACHMENT 2: EVACUATION ORDER EXEMPTION

In the event of an impending threat, the local Emergency Management Director issuing the mandatory evacuation order may approve organizations to remain in the evacuated area(s). These individuals may include essential government personnel, first responders, and limited private-sector and non-governmental organizations in direct support of critical infrastructure. These individuals and organizations are considered to be self-sufficient and remain in the evacuation area with the understanding that regular and customary access to emergency services may not exist. These individuals and organizations are to be directly coordinated with the local EMD or his or her designee.

Organizations requesting evacuation exemption should have a written plan to include provisions for adequate food, water, shelter, and medical needs for a minimum of 120-hours post-disaster. Additionally, these organizations should have backup power and emergency communications capabilities.

All organizations authorized to be exempt from the evacuation order should be prepared to provide a list of personnel and the location that they will be sheltered to the EMD or his or her designee upon request.

Emergency services personnel will be conducting search and rescue activities immediately post-disaster. Citizens that failed to evacuate must remain the priority, but the status of exempt personnel will also be confirmed. For this reason, it is important for exempt organizations to report status to the local EMD or his or her designee as soon as possible.

For the purposes of this plan, all exempt personnel should be classified as either Tier - Emergency Response or Tier 1. They should carry appropriate credentials. Evacuation exempt organizations must be cognizant that exemption does not constitute the ability to roam freely in the post-disaster environment. Established curfews and subsequent orders must be abided by all to ensure safety and security within the evacuated area. Any questions regarding this issue should be directed to the local EMD or his or her designee.

ATTACHMENT 3: REQUIRED AGENCY CREDENTIALS

All personnel working in the evacuated area shall carry proper credentials and information on their person at all times. Recommended identification/credentials are established as follows:

ALL

- Current government issued identification
- Proof of **deployment orders, mission assignment, or other similar documentation** authorizing work assignment in the evacuated area for the designated incident

GOVERNMENTAL EMPLOYEES

- Agency photo identification
- Designation of "emergency," "essential," or "disaster" personnel should be prominently displayed
- Local volunteer personnel such as fire department/emergency services district personnel should possess applicable locally recognized identification as appropriate

PRIVATE-SECTOR ORGANIZATIONS/VOLUNTEER ORGANIZATIONS ACTIVE IN DISASTERS (VOADS)/COMMUNITY ORGANIZATIONS ACTIVE IN DISASTER (COADS)

- Agency photo identification
- Agency authorization letter and/or company designation letter, dated within the past calendar year. Each employee would need their own copy of the letter.
 - The letter must:
 - Be individualized for each employee,
 - Detail the individual employee essential function, AND
 - To the extent possible, the geographic area (location) where the work is to be performed.
 - Alternatively, the letter must:
 - Include on the face of the letter a list of each essential employees and his/her essential function, not as a separate document; AND
 - To the extent possible, the geographic area (location) where the work is to be performed.

ADDITIONAL

Personnel performing work that requires special credentialing/licensing should be prepared to produce the credentials as required by the certifying agency, including, but not limited to:

- Railroad Commission of Texas
- Texas Commission on Environmental Quality
- Texas Commission on Fire Protection
- Texas Commission on Law Enforcement
- Texas Department of Licensing and Regulation
- Texas Department of State Health Services

ATTACHMENT 4: IDENTIFICATION

Tier 3 - Business operators, property owners, and residents should be prepared to provide appropriate identification or credentials and/or proof of residency as appropriate.

Proper identification includes:

- Current state issued driver license or identification card
- Utility bill
- Mortgage deed
- Property tax documents
- Any governmental document which includes an address or other means that identifies the location of their property.

Proper identification for Bayou Vista, Jamaica Beach, and Tiki Island includes resident/property-owner identification cards issued by each jurisdiction.

APPENDIX 1 – ACRONYMS

Acronym	Description
COADs	Community Organizations Active in Disasters
DDC	Disaster District Committee
EMC	Emergency Management Coordinator
EMD	Emergency Management Director
EOC	Emergency Operations Center
EOP	Emergency Operations Plan
GCOEM	Galveston County Office of Emergency Management
GCSO	Galveston County Sheriff's Office
GOEM	Galveston Office of Emergency Management
GPD	Galveston Police Department
JIS	Joint Information System
NGO	Non-Governmental Organization
NIMS	National Incident Management System
PIO	Public Information Officer
POD	Point of Distribution
SAR	Search and Rescue
SOC	State Operations Center
SOG	Standard Operating Guideline
SOP	Standard Operating Procedure
TAMU-G	Texas A&M University - Galveston
TCEQ	Texas Commission on Environmental Quality
TCOLE	Texas Commission on Law Enforcement
TCP	Traffic Control Point
TDLR	Texas Department of Licensing and Regulation
TxDOT	Texas Department of Transportation
TxDPS	Texas Department of Public Safety
TxDSHS	Texas Department of State Health Services
TX-TF1	Texas Task Force 1
UC	Unified Command
UTMB	University of Texas Medical Branch
VFD	Volunteer Fire Department
VOADs	Volunteer Organizations Active in Disasters

APPENDIX 2 – DEFINITIONS

Access - As used in this document, the term “access” refers to the ability of a responder to gain entry to a disaster area.

Affiliate-access - This term refers to a type of access, used by individuals who are allowed access to a disaster because they accompany an otherwise authorized individual or entity. It primarily concerns utility repair crews, individuals volunteering through Non- Governmental Organizations, or persons associated with a Critical Infrastructure owner or operator. The process through which individuals qualify for access under this category is known as “affiliation access.”

Assisting Agency – An agency or organization providing personnel, services, or other resources to the agency or agencies with direct responsibility for incident management.

Cooperating Agency – An agency supplying assistance other than direct operational or support functions or resources to the incident management effort.

Credential – Documentation that identifies personnel and authenticates and verifies the qualifications of such personnel by ensuring that such personnel possess a minimum common level of training, experience, physical and medical fitness, and capability appropriate for a particular position.

Critical Infrastructure – There are 16 critical infrastructure sectors whose assets, systems, and networks, whether physical or virtual, are considered so vital to the United States that their incapacitation or destruction would have a debilitating effect on security, national economic security, national public health or safety, or any combination thereof. Presidential Policy Directive 21 (PPD-21): Critical Infrastructure Security and Resilience identifies them as:

- Chemical
- Commercial Facilities
- Communications
- Critical Manufacturing
- Dams
- Defense Industrial Base
- Emergency Services
- Energy
- Financial Services
- Food and Agriculture
- Government Facilities
- Healthcare and Public Health
- Information Technology
- Nuclear Reactors, Materials and Waste
- Transportation Systems
- Water and Wastewater Systems

Disaster District Committee (DDC) – A DDC consists of representatives of the state agencies, boards, commissions, and organized volunteer groups with membership on the Emergency Management Council. The Texas Highway Patrol commanding officer of each district serves as chair of the Disaster District Committee and reports to the assistant director of the Texas Department of Public Safety (DPS) on matters relating to disasters and emergencies.

Disaster² - An occurrence or imminent threat of widespread or severe damage, injury or loss of life or property resulting from any natural or man-made cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, extreme heat, other public calamity requiring emergency action or emergency.

Emergency – Any occasion or instance--such as a hurricane, tornado, storm, flood, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, fire, explosion, nuclear accident, or any other natural or man-made catastrophe--that warrants action to save lives and to protect property, public health, and safety.

Emergency Management Director (EMD) – Under the Texas Government Code, the presiding officer of the governing body of an incorporated city or a county or the chief administrative officer of a joint board.

Emergency Management Coordinator (EMC) – Under the Texas Government Code, the Emergency Management Director may designate a person to serve as the Emergency Management Coordinator.

Emergency Operations Center (EOC) - The physical location at which the coordination of information and resources to support incident management (on-scene operations) activities normally takes place. An Emergency Operations Center may be a temporary facility or may be located in a more central or permanently established facility, perhaps at a higher level of organization within a jurisdiction. Emergency Operations Centers may be organized by major functional disciplines (e.g., fire, law enforcement, medical services), by jurisdiction (e.g., Federal, State, tribal, regional, city, county), or by some combination thereof.

Emergency Operations Plan (EOP) - The ongoing plan maintained by various jurisdictional levels for responding to a wide variety of potential hazards. It describes how people and property will be protected; details who is responsible for carrying out specific actions; identifies the personnel, equipment, facilities, supplies, and other resources available; and outlines how all actions will be coordinated.

Evacuation - The organized, phased, and supervised withdrawal, dispersal, or removal of civilians from dangerous or potentially dangerous areas, and their reception and care in safe areas.

- A ***spontaneous evacuation*** occurs when residents or citizens in the threatened areas observe an incident or receive unofficial word of an actual or perceived threat and, without receiving instructions to do so, elect to evacuate the area. Their movement, means, and direction of travel are unorganized and unsupervised.
- A ***voluntary evacuation*** is a warning to persons within a designated area that a threat to life and property exists or is likely to exist in the immediate future. Individuals issued this type of warning or order are not required to evacuate; however, it would be to their advantage to do so.
- A ***mandatory or directed evacuation*** is a warning to persons within the designated area that an imminent threat to life and property exists and individuals must evacuate in accordance with the instructions of local officials.

² Texas Government Code § 418.004

Incident - An occurrence or event—natural, technological, or human-caused—that requires a response to protect life, property, or the environment (e.g., major disasters, emergencies, terrorist attacks, terrorist threats, civil unrest, wildland and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, tsunamis, war-related disasters, public health and medical emergencies, other occurrences requiring an emergency response).

Incident Command System (ICS) - A standardized, on-scene, all-hazards incident management concept. ICS enables a coordinated response among various jurisdictions and agencies; establishes common processes for planning and managing resources; allows for the integration of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure.

Joint Information System – The Joint Information System is designed to provide consistent, coordinated, accurate, accessible, timely, and complete information during crisis or incident operations.

National Incident Management System (NIMS) - A set of principles that provides a systematic, proactive approach guiding government agencies at all levels, nongovernmental organizations, and the private sector to work seamlessly to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life or property and harm to the environment.

National Response Framework (NRF) - A guide to how the Nation conducts all-hazards response.

Public Information Officer (PIO) – The PIO is responsible for communicating with the public, media, and/or coordinating with other agencies, as necessary, with incident related information requirements.

Reentry – The process of allowing appropriate agencies and vendors access to damaged areas. It includes the effort to restore the continuity of government and critical infrastructure to support the community. Following an evacuation due to a tropical weather system, reentry marks the transition from the response phase through landfall and prior to the recovery phase of the disaster.

Repopulation – The process of returning of evacuees from shelters in host communities that did not self-evacuate. This will occur only after the mandatory evacuation order has been lifted and general population is allowed to return to the evacuated area.

Tier Emergency Response – Search and Rescue and Security Force Operations. See [Attachment 1](#) for details.

Tier 1 – Immediate Mass Care and Damage Assessment. See [Attachment 1](#) for details.

Tier 2 – Restoration of Essential Services, Point of Distribution (POD) and Other Support Operations. See [Attachment 1](#) for details.

Tier 3 – Business Operators Not Allowed Reentry under Tier 2 and Residents. See [Attachment 1](#) for details.



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Commissioners

Ralph H. Duggins
Chairman
Fort Worth

S. Reed Morian
Vice-Chairman
Houston

T. Dan Friedkin
Houston

Anna B. Galo
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Austin

Jeanne W. Latimer
San Antonio

James H. Lee
Houston

Dick Scott
Wimberley

Kelcy L. Warren
Dallas

Lee M. Bass
Chairman-Emeritus
Fort Worth

Carter P. Smith
Executive Director

November 19, 2018

Mayor James D. Yarbrough
Galveston City Council
823 Rosenberg Second Floor
Galveston, TX 77554

Dear Mayor James D. Yarbrough

As part of the Texas Parks and Wildlife Department's efforts to ensure good communications with our constituents and neighbors, and in compliance with §11.353 Parks and Wildlife Code, I want to inform you of the Department's intent to conduct one or more prescribed burns at **Galveston Island State Park sometime between Winter 2018 and Spring 2019.**

Our primary target timeframe for these burns is sometime between **January 2019** and **March 2019.** Burn opportunities are dependent on weather, vegetation conditions, current and expected fire danger, and many other considerations. **If we are unable to conduct these burns within this target timeframe we will contact you again with the next potential timeframe.**

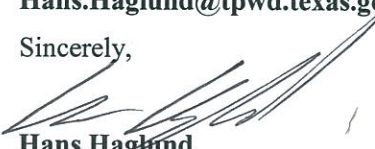
A site-specific fire management plan for prescribed burning operations at **Galveston Island State Park** is in place and we will be happy to share a copy with your office if you desire. In addition, neighboring landowners have been notified of the Department's intentions with the attached letter and map. In order to reach the community at large, a public notice will be published in the **Galveston Daily News** prior to this burn period.

Additional community outreach on the upcoming burn may include information posted on the Department's website, social media outlets, and through a group text messaging application. If you or members of your staff would also like to receive these text message notifications prior to the burn, text this message: **@gisp01** to the number 81010.

Advance notifications have also been made to County Judge Mark Henry, Commissioner Darrell Appfel, Commissioner Joe Giusti, Commissioner Stephen D. Holmes, Commissioner Ken Clark, Mayor James D. Yarbrough, Council Member Amy Carmen Bly, Council Member Craig Brown, Council Member David Collins, Council Member Jason Hardcastle, Council Member John Paul Listowski, Council Member Jackie Cole, Mayor Steve Spicer, Mayor Pro-Tem Gene Montgomery, Council Member Marci Kurtz, Council Member Terry Hudson, Council Member Rosemary Lindley, Council Member Sherwood Green, Senator Ted Cruz, Congressman Randy Weber, Senator Larry Taylor, and Representative Wayne Faircloth, nearby water utility officials, and owners of any utility infrastructure within the prescribed burn area. Prior to ignition of any fires, city or county emergency services dispatch center, local area fire departments and the Texas Commission on Environmental Quality will be notified to ensure they are aware of these actions.

If you have any questions please contact **Hans Haglund** at (409) 737-1222 ext. 225 or **Hans.Haglund@tpwd.texas.gov.**

Sincerely,



Hans Haglund

Park Superintendent / State Park Police Officer
Galveston Island State Park
14901 FM 3005
Galveston, TX 77554
(409) 737-1222

Attachment: Landowner Notification Letter

Landowner Notification Map

To manage and conserve the natural and cultural resources of Texas and to provide hunting, fishing and outdoor recreation opportunities for the use and enjoyment of present and future generations.

Galveston Island SP, Galveston County: Prescribed Fire Notice - Fall 2018-Spring 2019



- | | | | |
|--|-----------------------|--|-------------------------------|
| | Park Headquarters | | Gas Pipeline |
| | Interpretive Center | | Utility Line |
| | Park Maintenance Area | | Proposed Prescribed Fire Area |
| | Camping Areas (5) | | Galveston Island State Park |

Map ID: Galveston Island SP-Public Notice-FY19
 UTM NAD 83 Z15; 2015 Aerial Background
 TPWD:SP:NR:PGR:JEstes; 20180904

Maps are for planning purposes only.
 No claims to accuracy are made or implied.
 Pipeline data from Railroad Commission.



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GALVESTON COUNTY EMERGENCY COMMUNICATION DISTRICT

1353 FM 646 West, Suite 101 • Dickinson, TX 77539
(409) 935-3911 • FAX (281) 534-8437

Serving Galveston County
and the Cities of:

Bayou Vista	Kemah
Clear Lake Shores	La Marque
Dickinson	Santa Fe
Galveston	Texas City
Hitchcock	Tiki Island
Jamaica Beach	

November 15, 2018

Mayor Jim Yarbrough
City of Galveston
P O Box 779
Galveston, TX 77553

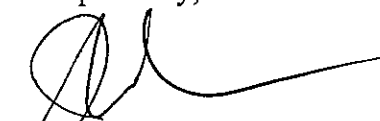
Dear Mayor Yarbrough,

Enclosed you will find a copy of the final FY 2019 budget for the Galveston County Emergency Communication District. This budget is for the operation of the Enhanced 9-1-1 system as well as the Regional Trunked Radio System. This budget was approved at the Board meeting held November 13, 2018. The enclosed copy is for your records.

If you should have any questions regarding the budget, please feel free to contact me at the District office at 409-935-3911.

As always, the District endeavors to provide emergency communications deserving of the occupants of Galveston County.

Respectfully,



Jack Wilkins
Executive Director

JW/ksl

Enclosure: Copy of Final FY 2019 Budget

Galveston County Emergency Communication District

ANNUAL BUDGET

FY 2019



Contents

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Mission Statement

The Galveston County Emergency Communication District is a world class provider of enhanced 9-1-1 service dedicated to providing and improving a reliable emergency communication network to the citizens of Galveston County linking the person(s) in need to the responder(s) providing assistance.

The District provides state of the art emergency service radio communications, enhanced 9-1-1 telecommunication service, data base maintenance, call-taker education, public education, and is dedicated to maintaining an educated staff in order to keep pace with the fast paced technical advancements which bring about continued changes to the service.

Vision Statement

The Galveston County Emergency Communication District board, staff and supporting jurisdictions and agencies are the pathway to the future of emergency communications for Galveston County and are committed to maintaining Galveston County in the forefront of the field of emergency communications.

This vision is accomplished through:

partnerships with valued associates;

a process of continued improvements;

a commitment to quality; and

A commitment to reliable emergency communications.

OPERATING HIGHLIGHTS

The Galveston County Emergency Communication District is a special district established under State Law and authorized by the voters of Galveston County in 1987. The District's primary purpose is to establish and maintain Enhanced 9-1-1 service for the participating jurisdictions of Galveston County. An appointed Board of Managers consisting of five voting members and one advisory member, governs the District. The District administrative offices are located at 1353 FM 646 Rd W Suite 101, League City, Texas.

In addition to Emergency 9-1-1 service, the District also owns, maintains and manages a Regional Trunked Radio System (RTRS) serving emergency and public works services of the participating jurisdictions. The radio system has been in service since August of 1999. Over 4,500 radios have been programmed and are active on the RTRS. The District integrated with the Harris County Regional Radio System in 2006.

LOOKING AHEAD

The District assisted the County of Galveston in the construction of two new towers, one behind the Criminal Justice building in Galveston and one near the Juvenile Justice Center in Texas City. The District owns and maintains the equipment at these towers and the maintenance of the towers. The District also maintains a tower in High Island as well as Santa Fe. These towers ensure our radio system good coverage as well as redundancy. We have completed the migration to P25/digital and have upgraded our equipment to TDMA which increases the effectiveness of the system.

The E9-1-1 equipment at the PSAPs was replaced in 2014. This equipment is the latest technology available and has positioned Galveston County for Next Generation 9-1-1. The Galveston County Central Appraisal District is providing the District a valuable service as they continue to update the E9-1-1 electronic map. Wireless E9-1-1 continues to be a large issue the District deals with every day. Phase One and Phase Two have been implemented. We are now capable of receiving the callback number on cellular 9-1-1 calls due to Phase One. We can obtain a location of the cellular caller on most cellular 9-1-1 calls due to Phase Two. Currently the percentage of 9-1-1 calls received from cellular phones is over 85%. We now can receive Text-to-9-1-1 and we expect the number of texts to continue to increase as consumers become aware of this option to access emergency services.

The District continues to work daily to successfully bring reliable state-of-the-art emergency telecommunications and radio communications to Galveston County.

This documentation is provided to present a general overview of the operations of the Galveston County Emergency Communication District. The information is provided to allow the participating jurisdictions the opportunity to provide feedback to the Board of Managers before adoption of the final budget.

Jack Wilkins
Executive Director

Board Members

C. T. "Tommy" Anderson, Board Chair
32 years, Galveston County Firefighters Association

J. L. Campbell, Vice Chair
8 years, Galveston County Commissioners Court

Charlie Everts
8 years, Galveston County Mayors and Councilmembers Association

Louis Decker
14 years, Galveston County Mayors and Councilmembers Association

Paul Hopkins, Jr.
5 year, Galveston County Commissioners Court

Non-Voting Member
Vacant at this time
AT&T

Staff Members

Jack R. Wilkins	Executive Director	22 years
David S. Brinkley	Operations Technician	19 years
Shiela K. Hunt	Administrative Manager	18 years
Tim Campbell	Data Comm Specialist	8 years
Kristin Leary	Administrative Assistant	5 years

Budget Summary

	2019 Budget	2018 Budget	\$ difference	% of change
RTRS Subscriber Fees	\$ 416,964.00	\$ 417,786.00	\$ (822.00)	-0.20%
9-1-1 Fees	\$ 1,444,584.00	\$ 1,455,344.00	\$ (10,760.00)	-0.74%
Misc Revenue	\$ 100.00	\$ 100.00	\$ -	0.00%
Interest Income	\$ 44,800.00	\$ 17,200.00	\$ 27,600.00	160.47%
Total Cash Receipts	\$ 1,906,448.00	\$ 1,890,430.00	\$ 16,018.00	0.85%
9-1-1 Network/Database Services	\$ 145,000.00	\$ 190,000.00	\$ (45,000.00)	-23.68%
Wireless 9-1-1	\$ 24,500.00	\$ 25,500.00	\$ (1,000.00)	-3.92%
Private Switch	\$ 420.00	\$ 420.00	\$ -	0.00%
PSAP Maintenance	\$ 21,100.00	\$ 21,600.00	\$ (500.00)	-2.31%
9-1-1 Equipment Maintenance Contracts	\$ 221,637.00	\$ 231,637.00	\$ (10,000.00)	-4.32%
Personnel Expenses	\$ 674,776.00	\$ 675,315.00	\$ (539.00)	-0.08%
Office Supplies & Equipment	\$ 10,000.00	\$ 12,000.00	\$ (2,000.00)	-16.67%
Postage	\$ 750.00	\$ 750.00	\$ -	0.00%
Office Utilities	\$ 31,833.00	\$ 18,250.00	\$ 13,583.00	74.43%
RTRS Utilities	\$ 55,500.00	\$ 56,500.00	\$ (1,000.00)	-1.77%
Board Development	\$ 30,000.00	\$ 30,000.00	\$ -	0.00%
Staff Development	\$ 20,200.00	\$ 19,200.00	\$ 1,000.00	5.21%
Seminar Registration-Board	\$ 6,000.00	\$ 6,000.00	\$ -	0.00%
Seminar Registration-Staff	\$ 6,300.00	\$ 6,415.00	\$ (115.00)	-1.79%
Regional/State Business Meeting	\$ 15,150.00	\$ 15,800.00	\$ (650.00)	-4.11%
Insurance	\$ 115,785.00	\$ 115,785.00	\$ -	0.00%
Professional Memberships & Services	\$ 40,985.00	\$ 47,036.00	\$ (6,051.00)	-12.86%
Pub Info & Ed and Dispatcher Recog.	\$ 15,000.00	\$ 15,000.00	\$ -	0.00%
Communications	\$ 10,000.00	\$ 11,000.00	\$ (1,000.00)	-9.09%
Training Library & Seminars for Dispatcher	\$ 1,000.00	\$ 1,000.00	\$ -	0.00%
Vehicle Allowance & Maintenance	\$ 18,340.00	\$ 19,540.00	\$ (1,200.00)	-6.14%
RTRS Facilities & Equip. Maintenance	\$ 202,035.00	\$ 174,000.00	\$ 28,035.00	16.11%
RTRS & Operational Contingency	\$ 10,000.00	\$ 10,000.00	\$ -	0.00%
Tower Rent / RTRS	\$ 27,672.00	\$ 25,620.00	\$ 2,052.00	8.01%
Total Disbursements	\$ 1,703,983.00	\$ 1,728,368.00	\$ (24,385.00)	-1.41%
Net Increase/Decrease in Cash	\$ 202,465.00	\$ 162,062.00	\$ 40,403.00	24.93%

Notes to Financial Statements

Below are some details of each line item in our budget.

INCOME ACCOUNTS

RTRS Subscriber Fees

A User Fee is based on a radio unit count for users with interlocal agreements for operation on the Regional Trunked Radio System. This budgeted amount is based on approximately 4,527 radios expected to be on the system in the year 2019 at a monthly rate of \$7.50 for participating Governmental radios and \$10.00 for Non-Governmental radios and \$9.00 for non-participating Government.

9-1-1 Fees:

Wireline Fees

Local telephone companies operating in the Districts service area collect revenues. The fees are based on 3.00% of the adjusted base rate of the major service provider, ATT. The incumbent telephone companies are ATT, Verizon and Cameron. The fee schedule is as follows:

\$0.62 per month on residential service

\$1.44 per month on business service

\$2.10 per month on trunks

Also included is revenue collected from Competitive Local Exchange Carriers (CLEC's) that operate in the Districts service area. These phone companies charge the same rate as the three Incumbent Telephone Companies. There are approximately 40 CLEC's operating within Galveston County. This proposed budget does not reflect a change in the rates. VOIP providers also offer service to consumers in our service area. The fee is based on 3% of the adjusted base rate of the major service provider, ATT, if the VOIP provider can determine if their customers are business or residential. If they cannot differentiate, they should pay the \$.50 VOIP Nomadic fee.

Wireless Fees

The District receives monies passed through from the State of Texas for wireless phone service. The wireless carriers collect \$0.50 per phone, per month. The wireless per unit rate is set by the Texas Legislature. This money is sent to the State and divided among the 9-1-1 Districts, Council of Governments and Home Rule Cities according to population totals. This proposed budget does not reflect a change in the rate (Set by Legislature).

Private Switch

The District currently has one private switch agreement. This agreement is with the Texas A&M campus on Pelican Island.

Interest Income:

Interest Income - Operating

This is an estimate of the income derived from interest on the funds on deposit in our Demand Deposit Account and any TexPool funds

Interest Income - Certificates

This is an estimate of the income derived from interest on the funds held in Certificates of Deposits.

EXPENSE ACCOUNTS

9-1-1 Network /Database Services

The three Incumbent Local Exchange Carriers, ATT, Verizon and Cameron phone companies, as well as Time Warner cable, charge the District for the network and database management. Currently, the District uses ATT for database services.

Wireless 9-1-1

The District currently receives Phase I & II data from all wireless carriers in Galveston County. Phase I provides Automatic Number Identification (ANI) for wireless phones. Phase II provides the location of the caller.

Private Switch

This is the cost related to the maintaining of the private switch at Texas A & M. This is an incumbent telephone company charge.

PSAP Maintenance

There are costs associated with the eight Dispatch Centers within our service area that fall within the Districts' budget. This may include the moving of the 9-1-1 equipment in a scheduled or an unscheduled event. This category does cover events at the PSAP that the District has no control over, such as remodels or moves to new facilities. This also covers the maintenance and spare parts to the 4.9 MHz wireless network that we use as a back up to the Comcast network. This wireless network will carry 9-1-1 traffic in the event of a failure in the Comcast network.

CPE Equipment Maintenance

This is for the Maintenance agreement with ATT covering the equipment installed at each of the PSAP's. This includes the equipment that is used to answer 9-1-1 calls as well as the network and routers. This also includes the software and firmware updates to the 9-1-1 software.

Personnel Expenses

This includes direct costs associated with five District full-time employees and one retiree. These costs include salary, health insurance, disability insurance, payroll taxes, employer contributions to the TCDRS and deferred compensation programs as well as the cost of living adjustment and the merit pool. Calculations are based on the application of the salary plan as approved by the Board.

Office Supplies and Equipment

General expendable supplies used for daily operation of the District office are expensed from this category. This also includes new furniture and equipment as well as regular maintenance of the equipment, including such items as the copy machine, computers and other office equipment. This also includes software used in the District office.

Postage

Mailing costs for all correspondence.

Office Utilities

The agreement with the County of Galveston for office facilities located at 1353 FM 646 Rd W, Suite 101, Dickinson, Texas. The monthly amount is based on the estimated utility expenses for our portion of the building expenses.

RTRS Utilities

This covers electricity to run the tower sites as well as communication circuits between the sites and the control equipment. This also covers the propane that is needed for the RTRS generators.

Board Development

The District budgets for each voting Board member and Board Attorney to attend two national conferences.

Staff Development

The District budgets for staff members to attend primarily national conferences and special purpose national training sessions.

Seminar Registration – Board

This covers the registration fees for national conferences for Board members.

Seminar Registration – Staff

This covers the registration fees for primarily national conferences and special purpose national training sessions for Staff members.

Regional/State Business Meeting

Regional and State meetings are typically HGAC, LOG (Galveston, Harris and Montgomery Counties), Texas Chapter National Emergency Number Association, Texas APCO, Texas Emergency Management, State 9-1-1 Commission, PUC, the Texas 9-1-1 Alliance.

Insurance

The District has insurance coverage for fire, windstorm, flood, theft, general liabilities, auto, employment practices and workers compensation as well as coverage on equipment and liability coverage at the tower sites.

Professional Memberships and Services

Some of the District employees are members of National Emergency Number Association (NENA), Association of Public Safety Communications Officials (APCO), and Motorola Trunked User Group (MTUG) . Monthly accounting services, an annual audit, monthly legal representation and participation in the Texas 9-1-1 Alliance are all included in professional services.

Public Information and Education and Dispatcher Recognition

This is primarily for promotional items that are purchased and then furnished to the public education units of Police, Fire and EMS services for their programs. In addition, the District hosts an annual appreciation event for the Galveston County dispatchers/telecommunicators in September of each year.

Communications

This includes the Administrative office telephone cost, webpage and internet access. This also includes wireless communications.

Training Library and Seminars for Dispatchers

The District pays for PSAP employees to attend various seminars per year..

Vehicle Allowance and Mileage Reimbursement

The District owns one vehicle. District employees are asked to use personal automobiles for District business when the District owned vehicle is in use. Designated employees will receive a vehicle allowance which is intended to cover the cost of the personal vehicle, including insurance, maintenance, repairs, fuel, etc. Mileage reimbursement is based on the IRS mileage rate. This also covers fuel and maintenance on the District owned vehicle.

RTRS Facilities and Equipment Maintenance

This covers the maintenance needed to keep the tower sites operational. Each RTRS tower site has a generator. The District contracts for generator service & inspections. Each RTRS tower site also has a UPS system that is covered under a maintenance agreement. We have a maintenance agreement with Harris County that covers the majority of the infrastructure at the tower sites. This also includes air conditioning repairs and labor for repairs not covered under the maintenance agreements. RTRS transmission lines and antennas are not covered by maintenance contracts.

RTRS and Operational Contingency

Every effort is made to accurately reflect our expenses in the current budget, however this account will cover any non-budgeted expense items. If the budgeted amount is not used, it will be contributed to the reserve fund.

Tower Rent / RTRS

The District leases one tower at Ginger Rd.

Capital Additions

There are no expected capital additions planned for 2019.

Fee Schedule for Galveston County Emergency Communication District

For each wireless phone (cell phones) (as set by State Legislature)	\$.50 per month
For each residential wireline phone (based on 3% of the adjusted base rate of the major service provider, ATT)	\$.62 per month
For each business wireline	\$ 1.44 per month
For each wireline trunk	\$ 2.10 per month
For each Nomadic VOIP access number	\$.50 per month
For each Non-Nomadic VOIP residential number	\$.62 per month
For each Non-Nomadic VOIP business number	\$ 1.44 per month
For each participating Governmental radio on the RTRS system	\$ 7.50 per month
For each Non-Governmental radio on the RTRS system	\$ 10.00 per month
For each Non-Participating Galveston County Municipal Radio on the RTRS system	\$ 9.00 per month

Contact Information

If you have any questions about Galveston County Emergency Communication District or about this proposed budget, please feel free to contact us.

Jack Wilkins, Executive Director

Shiela Hunt, Administrative Manager

jackw@galco911.org

409-771-6226

shielah@galco911.org

409-771-9971

Company Information

Galveston County Emergency Communication District
1353 FM 646 Rd W, Suite 101
Dickinson, Texas 77539
409-935-3911
fax 281-534-8437

www.galco911.org





How to Build a Sister Cities Program In Your Community

What is a sister city?

When a community of any size or character joins with a community in another nation to learn more about each other and to develop friendly and meaningful exchanges, the two may propose a formal affiliation leading to official designation as “sister cities.” The ideal affiliation involves a large number of citizens and organizations in both communities who are engaged in continuing projects of mutual interest.

This interchange helps to further international understanding at all levels of the community on a continuing long-term basis. Within the program, cities and their citizens exchange people, ideas, and culture in a variety of educational, municipal, professional, technical, and youth projects.

The sister city program was launched at a White House conference in 1956 when President Dwight D. Eisenhower called for massive exchanges between Americans and the peoples of other lands.

Hundreds of American cities responded to that call, and are continuing to carry out meaningful exchanges with their partners in 136 nations around the world.

Why have a sister city?

A sister city program enables the citizens of both communities become directly involved in international relations in unique and rewarding exchanges that benefit everyone. It enables all who participate to: exchange ideas and develop friendships with their counterparts in another culture on a direct personal basis; establish an identity as members of the global family involved in the constructive process of building world peace; develop a way for the many and diverse elements of each community to come together to enjoy and profit from a cooperative program; open new dialogues with the people of another culture to find unique solutions to improving the quality of life of all citizens; participate in a program with a real partner in another country so all members of the community can feel they are contributing to international understanding in a direct, personal way; and better understand their own community by interpreting their way of life to the people of another culture.

What to do first?

Hundreds of communities of all sizes around the world have discovered the rewards of participating in an international program in which each member can realize deep personal satisfaction and benefits. Your community can join this growing movement, but you should first develop support for the idea in your own community.

This can be easy and fun. You will have a lot of help from Sister Cities International, the national membership association for sister city programs in the United States, as well as from hundreds of volunteer leaders across the country who are available to share their experiences in the program.



The sister city concept, like all good programs, must have broad support if it is to succeed. If your community understands the program, it can succeed and the rewards will be well worth the effort. Once you've secured community-wide support for a sister cities program, begin your search for a partner. Nearly every member of your community, young or old, belongs to some kind of organization or another. Nearly everyone works in a business or industry, has a hobby, goes to school, belongs to a service or professional society, or volunteers his or her time in any number of local organizations that can be linked to counterparts in another country. Thus, the linking of skills, crafts, and interests of people and organizations in both cities can enrich your newly formed sister city committee, open new avenues for program adventure, and secure the initial contacts you'll need to find an appropriate partner community.

No catalog could possibly list all the ways in which sister cities operate because the varieties of exchanges are only limited by the imagination and resources of the two communities.

There are two principal objectives to keep in mind when planning your activities. You don't establish and maintain friendships by a single effort. It requires continuing activity. You do establish such continuity by a broad base of activity in which many people and organizations participate.

Everyone Can Participate

The concept is simple once two communities have taken the initial step of actually affiliating as sister cities. A catalog of organizations should be developed that will give you an idea of the potential areas of exchange possible. Don't forget to include your schools, hobby groups, business and professional organizations, scouting groups, service clubs, and so on. This list can then be sent to your partner to determine which organizations they have in their community to match yours. In some cases, a similar organization won't exist. Perhaps you can start one.

Sister city programs must always strive to ensure that each project undertaken by its members reflects the diversity of its network. Specifically, you should promote the inclusion of ethnic and racial minorities, people with disabilities, youth, women, and people of diverse socio-economic status in all sister city activities.

Each project should be planned with the knowledge that each person will be able to individually become a part of a person-to-person, organization-to-organization, city-to-city approach to citizen diplomacy.

Above all, remember that the uniqueness of the sister city program is that it is two-way. The give and take is shared by both communities through planned and continuous contact.

Projects You Can Do

Sister City programs and projects are developed out of mutual desires and interest. There is no cut-and-dry pattern. Through visits and exchange of correspondence, cities discuss the types of projects they would like to carry out. When one or more projects are agreed upon, the program is developed and can take place.

As you start out, send promotional materials (e.g., photographs, brochures, videos) to offer a comprehensive introduction to your community. Remember, language barriers can be overcome very easily through simple visual



presentations. Your new partner city may want to publish these in their local newspaper. You should ask for photos and news of the city as well so your local newspaper can acquaint your own citizens with your sister city.

Here are some of the types of projects that have been carried out successfully by other communities. The projects you choose may be more comprehensive, depending upon your resources and ingenuity.

- Exchanges of visitors, officials, prominent citizens, musicians, students, teachers, professionals, media, radio and TV, labor, etc.
- Organized tours, including hospitality and ceremonies for visiting groups.
- Club affiliations, such as the development of relationships between such groups as Rotary, Lions, Boy and Girl Scouts, women's clubs, hobby clubs, and more with their counterparts in the sister city.
- School affiliations can be a stimulating activity if organized within your educational system. They can be a strong adjunct to your school's language, history, cultural, and other programs. There is no end to the fascinating projects young people can engage in to enlarge their horizons of learning.
- Technical and professional exchanges can have benefits both communities far in excess of the limited costs involved. Many communities have exchanged experts in transportation, housing, health care, the environment, public safety, and more.
- Radio contacts between sister cities can be made by amateur radio operators. Special broadcasts on records or tape can be made for use abroad.
- Art exhibits. Both school children and members of local art clubs exchange art work with their overseas counterparts. The material is often exhibited in public buildings and merchants' windows in both communities.
- Photo exhibits. Camera clubs exchange stills, slides, and documentary motion pictures.
- Sending of mementos, not on a charitable basis, but of mutual interest and respect. Gifts are generally modest.
- Exchange of music, recordings, and plays.
- Publications and preparation of food recipes from the foreign country.

RESOLUTION NO. 18-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, ESTABLISHING THE SISTER CITIES PROGRAM COMMITTEE; PROVIDING FOR THE COMMITTEE'S DUTIES, TERM, MEMBERSHIP, QUORUM, VOTING, MEETINGS, AND RULES OF PROCEDURE; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the U.S. sister city program originated in 1956 when President Dwight D. Eisenhower proposed a people-to-people, citizen diplomacy initiative. The purpose of the Sister Cities program is to increase international understanding and foster world peace through city-to-city relationships; and,

WHEREAS, the City of Galveston is part of this world-wide People to People Program instituted for better understanding among the nations; and,

WHEREAS, the City Council desires to establish the Sister Cities Program committee in furtherance of building successful relationships and international understanding among youth, adults, businesses and organizations of Galveston Island and its Sister Cities through educational, cultural and exchange programs; and,

WHEREAS, the concept behind a successful Sister Cities program relies on meaningful interchanges from a variety of people, ideas, and cultures. The linking of skills, crafts and interests of people and organizations in sister cities enrich sister city committees; and,

WHEREAS, Staff has provided a Sister Cities development program guideline identified in the attached **Exhibit A**; and,

WHEREAS, the Committee shall consist of five (5) City Council appointees. The Committee shall be authorized to form a subcommittee as described in Section 2 below; and,

WHEREAS, the City Council deems it to be in the best interest of the public to establish the Sister Cities Program Committee for the purposes described herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

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

SECTION 2. The City Council of the City of Galveston hereby establishes the Sister Cities Program Committee as follows:

Established

The City of Galveston Sister Cities Program Committee (the "Committee") is an advisory board whose purpose shall be to provide its recommendations to City

Council in furtherance of building successful relationships and international understanding among youth, adults, businesses and organizations of Galveston Island and its Sister Cities through educational, cultural and exchange programs. The program shall be in accordance with the Sister Cities development program guidelines identified in the attached **Exhibit A**.

Membership, Qualifications, and Term

All City Council appointees to boards, commissions, and committees shall be domiciled in the City at the time of appointment and during the appointee's tenure.

The Committee shall be composed of five (5) voting members appointed by the City Council. The Committee shall appoint a Chairperson and may appoint a Vice Chairperson at its discretion.

The City Council may appoint an Ex-Officio at its discretion.

Subcommittee

The Committee may form a subcommittee open to any individual with an interest in the goals of the Sister Cities program. The residency and domicile requirements set forth in the Charter shall not be applicable to subcommittee members. The subcommittee shall make recommendations and suggestions directly to the Committee.

Quorum and Voting

A majority of the voting membership shall constitute a quorum for the conduct of business.

Meetings

The Committee shall meet no less than two (2) times during each calendar year to discuss matters within the concern of the Committee and to provide a report to the City Council. The Chairperson of the Committee or any two (2) members of the Committee may call a special meeting as necessary to conduct business. The meetings shall be held at City Hall, 823 Rosenberg, Galveston, Texas and in accordance with the Texas Open Meetings Act.

The City Manager, City Secretary, and City Attorney, or their designee may attend meetings and provide information to the Committee.

The City Secretary or designee shall record minutes of the Committee's meetings and post notice of meetings in accordance with City ordinances and state law. All meeting agendas shall state that members of the City Council may be attending and participating in the discussion.

Rules of Procedure

The Committee may adopt its own rules for the conduct of business before it. Should the Committee fail to adopt its own rules of procedure, the conduct and procedure of the Committee meetings shall conform to and be governed by the City Charter, the City Code, and Robert's Rules of Order, Revised.

SECTION 3. This Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

DONNA M. FAIRWEATHER
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular Meeting held on the 13th day of December, 2018, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of December, 2018.

Secretary of the City Council
of the City of Galveston



City of Galveston

DEPARTMENT OF INFORMATION TECHNOLOGY

STAFF REPORT

December 13, 2018

To: Brian Maxwell, City Manager
Honorable Mayor and City Council

From: Hope Dean, Chief Information Technology Officer

RE: Consider for approval continued participation in the League City OSSI GRID Consortium with annual renewal fee of \$ 31,599.02 to maintain off-site system servers, allowing full access to the multi-agency records management system.

I. BACKGROUND

1. On December 2, 2010, Council approved an action allowing the Galveston Police Department to enter into an agreement for the purchase of the OSSI Records Management Solution.
2. On that same date, Council further approved an agreement for hosted access of the software solution at the League City Police Department reducing the overall cost of the project.
3. The Consortium enhances each participating agency's capabilities to share information allowing for more effective, efficient law enforcement practices.
4. The Police Department is able to function off-site in the event of an emergency. The Police Department's personnel has the ability to receive and dispatch calls from the mainland as well as maintain records safe and secure.
5. Consortium member agencies have the ability to benchmark services using the same data making it feasible to determine effectiveness, crime trends, forecasting and other comparative statistics.



II. CURRENT SITUATION

1. On July 11, 2013, City Council approved an inter local agreement with the City of League City to implement and operate the multi-agency Gulf Region Information and Dispatch (GRID) system and further establishing annual financial support for the operation of the same.
2. Since that time, the City of Galveston has paid their portion of the server hardware, licensing and administrative cost as outlined in the agreement.
3. The initial duration of the agreement was in effect for one (1) year, commencing on July 11, 2013, renewing annually up to four (4) successive year terms. The annual fees to participate in the GRID are due and the current inter local agreement has expired and new inter local agreement should be executed.

III. ISSUES

1. Cost – The total cost of the Police Department’s share of the maintenance and operations of the servers is \$ 31,599.02.
2. Timing – The expenditure is necessary immediately to continue participation and the duration of the agreement has expired. Staff is respectfully requesting that council approve funding to accommodate current cost while staff work on establishing an amended agreement.
3. Departmental improvements – Funding enhances every aspect of the department’s service delivery, from dispatching and responding to calls to investigations and records maintenance.

IV. ALTERNATIVES

1. Approval of the continued participation in the GRID Consortium.
2. Do not approve the continuation in the Consortium and lose access to its services.

V. RECOMMENDATION

Approve the continuation of the League City OSSI GRID Consortium for the next annual period authorizing payment of \$ 31,599.02 to the City of League City while staff work to establish and prepare amended inter local agreement to be approved by council at future meeting.

VI. FISCAL IMPACT REPORT

Requested by:	Hope Dean Chief Information Technology Officer
Funding Source:	Police Department Operating Budget
Costs of implementation:	\$ 31,599.02

**City of League City**

Accounts Receivable
300 West Walker
League City, TX 77573
(281) 554-1000

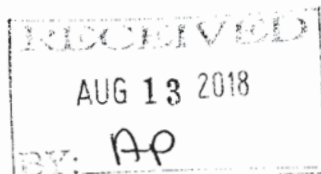
INVOICE

Invoice Date	Invoice No.
08/08/2018	1925
Customer Number	
22040	
Invoice Total Due	
\$31,599.02	
Amount Paid	
\$0.00	

City of Galveston
Attn: Accounts Payable
P O Box 779
GALVESTON, TX 77553

Due Upon Receipt

Quantity	Description	Unit Price	Original Bill	Adjusted	Paid	Amount Due
1	GRID FEES GRID FEES CONSORTIUM COST MATRIX \$15,612.65 - SUNGUARD MAINTENANCE FOR SOFTWARE PACKAGES/INTERFACES FOR GRID \$3,633.27 - SERVER MAINTENANCE, CAPITAL REPLACEMENT, SOFTWARE & SOW'S \$12,353.10 - GRID STAFFING SERVICES TOTAL = \$31,599.02	31,599.02	\$31,599.02	\$0.00	\$0.00	\$31,599.02



Invoice Total: \$31,599.02

Due Date: 08/22/2018
Name: City of Galveston
Customer No: 22040
Invoice No: 1925
Total Due: 31,599.02

Remit and make check payable to:
CITY OF LEAGUE CITY
ATTN: Accounts Receivable
300 WEST WALKER
LEAGUE CITY, TX 77573

RESOLUTION NO. 17-001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, APPROVING AND RATIFYING THE JULY 11, 2013 INTERLOCAL AGREEMENT FOR IMPEMENTATION AND OPERATION OF THE GULF REGION INFORMATION AND DISPATCH (GRID) SYSTEM; UPDATING THE AGREEMENT TO PROVIDE FOR A SPECIFIC TERM, CURRENT SIGNATORY, AND AMEND FEE SCHEDULE AS APPLICABLE.

WHEREAS, the Galveston Police Department participates in a consortium with other agencies utilizing OSSI records management and dispatch systems. The sharing of software, hardware and data, allow for a reduction of costs and enhanced capabilities for all agencies involved; and,

WHEREAS, on July 11, 2013, City Council approved an Interlocal Agreement between the City of Galveston and the City of League City for the implementation and operation of a multi-agency Gulf Region Information and Dispatch (GRID) system, and payment of an annual fee in the amount of \$26,898.71; and,

WHEREAS, it appears that a fully executed agreement, which would have been signed on behalf of the City of Galveston by then City Manager, Michael Kovacs, approved by then City Attorney, Dorothy Palumbo, and attested to by the City Secretary, Janelle Williams, as well as signatories from the City of League City, is unavailable from either party; and,

WHEREAS, the parties seek to update the Interlocal by providing for a term certain, amending as applicable the fee schedule, and current signatories, and request a Resolution of the City of Galveston approving and ratifying the attached updated Interlocal Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

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

SECTION 2. The Amended Interlocal Agreement between the City of Galveston and the City of League City for the implementation and operation of a multi-agency Gulf Region Information and Dispatch (GRID) system and “**Schedule A**” fee schedule, as approved by the City Council of the City of Galveston on July 11, 2013, be and is hereby ratified in substantially the same form as “**Exhibit A**” attached to and incorporated herein for all intents and purposes in accordance with State law.

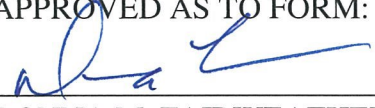
SECTION 3. The City Council of the City of Galveston hereby authorizes the City Manager or his Designee to execute the Interlocal Agreement attached hereto as approved by the City Attorney.

SECTION 4. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Resolution are severable and, if any phrase, clause, sentence, paragraph or section of this Resolution be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Resolution.

SECTION 5. In accordance with the provisions of Sections 12 and 13 of Article II of the City Charter this Resolution has been publicly available in the office of the City Secretary for not less than 72 hours prior to its adoption; that this Resolution may be read and published by descriptive caption only.

SECTION 6. This Resolution shall be and become effective immediately.

APPROVED AS TO FORM:

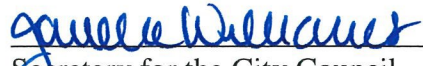


DONNA M. FAIRWEATHER
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its regular meeting held on the 26th day of January, 2017, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this 3rd day of Feb., 2017.





Secretary for the City Council
of the City of Galveston

INTERLOCAL AGREEMENT FOR IMPLEMENTATION AND OPERATION OF GULF REGION INFORMATION AND DISPATCH (GRID) SYSTEM

THIS INTERLOCAL AGREEMENT (Agreement), effective July 11, 2013, and is entered into by and between the City of League City, Texas and the City of Galveston, Texas, both being Texas municipal corporations and collectively referred to herein as the “parties”.

WITNESSETH:

WHEREAS, the Cities of Alvin, Deer Park, Friendswood, La Porte, League City, Nassau Bay, Webster and Galveston (the “GRID System agencies”) desire to make efficient use of their respective powers, resources, authority and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby provide the facilities and efforts identified herein the manner that will best utilize existing resources, powers and authority available to each of them; and,

WHEREAS, it is the purpose of the agreement to provide a means by which the parties may exercise their respective powers, privileges and authority which they may separately, but which pursuant to this Agreement may exercise collectively; and,

WHEREAS, the parties desire to establish and provide a computer-aided dispatch, records management and mobile computer system, serving law enforcement, fire, EMS and emergency communications for each of the agencies parties, hereinafter referred to as the Gulf Region Information and Dispatch (GRID) System; and,

WHEREAS, the parties have determined that a consolidated system will better utilize existing municipal personnel and capital resources, increase the efficiency and effectiveness of public safety emergency responses, enhance public safety operations by standardizing equipment and records management systems, and will provide for shared costs of communications technology; and,

WHEREAS, the parties have agreed that they should participate in the management and ownership of the GRID System in return for providing a proportionate share of the funding for recurring operation, maintenance and future expansion of the GRID System; and,

WHEREAS, the parties desire to enter into this Agreement to establish basic parameters for the implementation, operation, maintenance and future expansion of the GRID systems; and,

WHEREAS, entering into this Agreement is in the best interest of the citizens of the Parties; and,

WHEREAS, this Agreement is made under the authority of the Interlocal Cooperation Act as amended, Chapter 791, Texas Government Code; and,

NOW, THEREFORE, in consideration of the premises, mutual covenants, provisions and representations contained herein, constituting good and valuable consideration, and pursuant to Texas Government Code 791 (“Interlocal Cooperation Act”), the parties hereto agree as follows:

I. PURPOSE:

The purpose of this Interlocal Agreement is to establish a computer-aided dispatch, records management and mobile computer system, herein referred to as the GRID System, serving law enforcement, fire, EMS and emergency communications for each of the GRID agencies.

II. DURATION:

This Agreement shall remain in effect for one (1) year, commencing on JULY 11, 2013 and shall automatically renew annually, for a one year period, for up to (4) four successive one year terms. However, nothing herein shall affect the right of a party to withdraw from this Agreement, as provided for in Section VII below.

III. ORGANIZATION:

The GRID System will be overseen by a Board of Directors comprised of the cities who participate on the GRID system ("the Board"). In the event a city enters or leaves the GRID System, the Police Chief of the City entering or leaving the system will be automatically deemed added or removed from the Board.

Day to day operations of the GRID System will remain the responsibility of individually appointed "Systems Administrators" from each GRID System agency. The Systems Administrators for each party shall meet regularly in order to address any issues needing to be addressed relating to the GRID System. If issues cannot be resolved to the satisfaction of the Systems Administrator's group, the concerns shall be reduced to writing and submitted to the Board for resolution.

IV. FINANCIAL ADMINISTRATION:

The parties hereby agree to provide financial support according to a schedule and formula set out in Schedule "A" attached hereto, which is hereby incorporated by reference into this agreement. The cost of software and hardware maintenance will be determined by annual projections from the vendors. In addition, the Board will consider and recommend a GRID system reserve assessment for future expenditures subject to the approval of the governing bodies. All costs will be pro-rated between the agencies based on calls for service, reports, bookings and accidents. In the event _____ shall allow another agency that is not a party to the GRID system to utilize the system, then _____ is responsible for those costs. Initial agency cost allocations are based upon the participation of all agencies listed in Schedule A. Should any agency choose not to participate, the costs will be reallocated proportionately to the other agencies.

Regular GRID System fees shall be assessed at the start of each fiscal year. For administration purposes, the GRID System shall operate on a fiscal year from October 1 to September 30 of the following year. Such assessment shall be approved by majority vote of the governing bodies.

- A. It shall be the responsibility of the Board to prepare budget projections for upcoming fiscal years, including a detailed breakdown of estimated GRID

System fees for each party agency, which shall be completed and distributed to all parties no later than March 1st of each year.

- B. The City of League City shall provide basic support for the GRID system through its General Fund for ongoing costs including support personnel, and other incidental operating expenses.
- C. The City of League City shall maintain the GRID system reserve fund for all assessments made for replacements or expansions of GRID system hardware and software. The City of League City will also maintain the GRID system operating fund to account for monies received and payments made related to annual maintenance.
- D. Year one payments for Schedule A assessments will be due on July 1, 2013.
- E. Annual payments as determined in Section IV A will be paid to the City of League City during the first quarter of each Fiscal year.
- F. Expansion of the schedule matrix must be approved by a majority vote of the governing bodies of the participating jurisdictions.

V. ADMITTING ADDITIONAL AGENCIES:

Additional agencies may be admitted to the GRID System upon agreement of the Board. New agencies shall be required to meet the same terms and shall have the same responsibilities as existing parties. The Board may require new members to pay a fee of \$10,000.00 to join the GRID system. The fee will be deposited into the GRID system reserve fund. New agencies will reimburse the City of League City for actual costs incurred in order to integrate them into the system.

VI. EQUIPMENT AND LICENSES:

The GRID System will use SunGard Public Sector's software. Each GRID System agency will be responsible for purchasing the hardware, software and licenses required to be used in their respective jurisdictions. Each GRID System agency will be required to maintain its own equipment and software and to pay an equitable share of the expense of maintaining the server(s) as set out on Schedule "A" attached. Each GRID System agency will have control of all hardware and software within its respective jurisdiction.

VII. WITHDRAWAL BY A PARTY:

Any party shall have the right to withdraw from the GRID System at any time upon giving ninety (90) days advance written notice to the City of League City. The withdrawing party shall have 12 months to copy its data, but not to delete, information and/or data residing on the GRID System Server that was contributed by the withdrawing agency. This shall be done at the sole expense of the withdrawing agency and the withdrawing agency shall not be entitled to recover any portion of their contribution to the GRID system reserve fund maintained by the City of League City.

Any agency of the GRID System may be expelled with cause, by a two-thirds vote of the Board. Prior to the initiation of action to expel an agency, the Board will notify the City Manager, or Chief Executive Officer, of the agency for whom expulsion is being considered of such pending action. The agency will be provided a period of time of not less than thirty (30) days prior to the Board's decision to present reasons why expulsion for cause is not justified. Should the Board approve the expulsion of a party, the expelled party shall be considered "withdrawn" from the GRID System ninety (90) days from the date the Board votes to take such action. Once withdrawn, the agency shall have the same rights and responsibilities afforded those agencies voluntarily withdrawing from the GRID System.

VIII. COMPLIANCE WITH THE PUBLIC INFORMATION ACT:

Each party shall control the release of any information produced or belonging to that party, which resides anywhere on the system, including, but not limited to, the server. Each agency will be required to sign a Data Access Agreement between the City of League City, the perspective agency and SunGard Public Sector.

IX. OPERATING RULES AND PROCEDURES:

In order to ensure consistency, all parties agree to follow the pattern, protocols and procedures established by the GRID System. Within this basic framework, the System Administrators shall, from time to time, adopt and implement such rules and procedures as it deems prudent for the further improvement and refinement of the system. The intention of this provision is to assure that the basic structure and work-flow of the system is preserved, while at the same time allowing the System Administrators to adopt necessary changes to enhance the system.

X. AUTONOMY OF PARTIES:

Each agency shall have the right to customize its individual system in any way it chooses, provided that such customization does not impair the operation of the total system. Such customization shall be the sole expense and responsibility of the agency which chooses the particular customization. The System Administrators shall have the authority to decide whether or not any action taken by an agency is an impairment to the system and may order the agency to follow the directive of the System Administrators.

XI. GOVERNING LAW:

This agreement shall be governed by the laws of the State of Texas and shall be enforceable in any court of competent jurisdiction in Texas.

XII. SEVERABILITY:

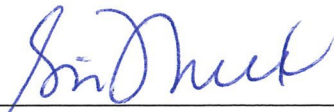
In the event that one or more provisions of this agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the other provisions shall remain in full force and effect.

XIII. DISPUTES:

Any dispute among the parties, which cannot be resolved by the Systems Administrators, shall be submitted to the GRID Board for resolution. The Board shall investigate the dispute, allowing involved parties to explain their individual concerns, and shall determine the appropriate remedy. The Board's decision shall be final and binding on all parties.

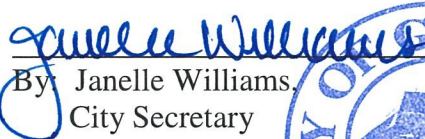
Signed and sealed by the following units of government on the dates set out below.

THE CITY OF GALVESTON


By: Brian Maxwell,
City Manager

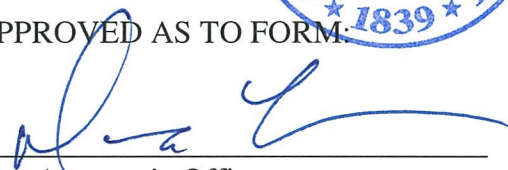
Date: 2 / 2 / 17

ATTEST:


By: Janelle Williams,
City Secretary



APPROVED AS TO FORM:


City Attorney's Office

THE CITY OF LEAGUE CITY

By:
City Manager

Date: ____/____/____

ATTEST:

By:
City Secretary

OSSI CONSORTIUM

COST MATRIX



Schedule A

	CFS	Reports	Bookings	Accidents	CFS%	Reports %	Bookings %	Accidents %
League City	65,403	4,787	3,014	1,431	17.82%	16.39%	13.00%	21.16%
LaPorte	47,274	2,672	2,427	549	12.88%	9.15%	10.47%	8.12%
Friendswood	36,664	2,254	1,878	429	9.99%	7.72%	8.10%	6.34%
Webster	32,207	2,318	3,017	1,025	8.77%	7.94%	13.01%	15.16%
Deer Park	53,082	5,380	3,202	482	14.46%	18.42%	13.81%	7.13%
Alvin	32,350	2,196	2,256	702	8.81%	7.52%	9.73%	10.38%
Galveston	93,228	9,095	7,068	2,086	25.40%	31.14%	30.48%	30.84%
Nassau Bay	6,854	501	329	59	1.87%	1.72%	1.42%	0.87%
		0	0	0	0.00%	0.00%	0.00%	
	367,062	29,203	23,191	6,763	100.00%	100.00%	100.00%	100.00%

League City	74,635	17.51%
LaPorte	52,922	12.42%
Friendswood	41,225	9.67%
Webster	38,567	9.05%
Deer Park	62,146	14.58%
Alvin	37,504	8.80%
Galveston	111,477	26.15%
Nassau Bay	7,743	1.82%
	0	0.00%
	426,219	100.00%

LEAGUE CITY CONSORTIUM USAGE TOTALS

Yearly System Maintenance		
League City		\$8,915.00
	OSSI Base Computer Aided Dispatch System	\$10,125.00
	OSSI Client Base Records Management System	\$645.00
	OSSI Multi Jurisdictional Dispatch Option	\$6,490.00
	OSSI AVL Server Host License	\$3,705.00
	OSSI OSSI's Integrated CAD/STATE/NCIC Messaging software switch	\$575.00
	OSSI Basic Accident Module	\$825.00
	OSSI Accident Wizard Basde Server License	\$490.00
	OSSI RMS Map Display and Pin Mapping	\$1,350.00
	OSSI - CAD Interface to CryWolf	\$1,600.00
	OSSI Incode Interface	\$1,020.00
	OSSI E911 Interface Module	\$1,350.00
	OSSI Medical PROQA Interface	\$2,000.00
	OSSI - Crime Analysis Plus Module	\$2,060.00
	OSSI - Crime Analysis Plus Module Site License	\$800.00
	OSSI Fleet Vehicle Maintenance Module	\$2,470.00
	OSSI Client Jail Management System Module	\$1,360.00
	OSSI State Livescan Interface	\$1,350.00
	OSSI - MCT Interface to Firehouse	\$2,060.00
	OSSI Review Module for Field Reporting	\$1,200.00
	OSSI - OPS CAD	\$1,200.00
	OSSI - OPS RMS	\$1,200.00
	OSSI Animal Control Module	\$1,200.00
	OSSI Bike Registration Module	\$560.00
	OSSI RMS Canine Tracking Module	\$880.00
	Gang Profile Module	\$1,200.00
	OSSI - Intelligence Module	\$1,200.00
	OSSI Notification Module	\$1,088.00
	OSSI Property and Evidence Module	\$905.00
	OSSI Police to Citizen	\$2,060.00
	OSSI Professional Standards (Internal Affairs) Module Client	\$2,400.00
	OSSI Residential Security Watch Module	\$560.00
	OSSI Sex Offender Module	\$2,400.00
	OSSI Generic Permit Module	\$640.00
	OSSI Problem Oriented Policing Module	\$880.00
	OSSI Training Module	\$1,200.00
	OSSI Quartermaster (Webster)	\$1,113.84
	OSSI - Link Diagramming Tool (Webster)	\$2,999.36
	OSSI Ordinance Module (Alvin)	\$400.00
	OSSI Alpha Numeric Paging Module (Webster)	\$893.36
	OSSI Interface to Pagegate (Webster)	\$198.64
	Stratus Server Maintenance	\$28,476.00
		\$74,368.20

	CFS	Reports	Bookings	Accidents	CFS%	Reports %	Bookings %	Accidents %
League City	65,403	4,787	3,014	1,431	17.82%	16.39%	13.00%	21.16%
LaPorte	47,274	2,672	2,427	549	12.88%	9.15%	10.47%	8.12%
Friendswood	36,664	2,254	1,878	429	9.99%	7.72%	8.10%	6.34%
Webster	32,207	2,318	3,017	1,025	8.77%	7.94%	13.01%	15.16%
Deer Park	53,082	5,380	3,202	482	14.46%	18.42%	13.81%	7.13%
Alvin	32,350	2,196	2,256	702	8.81%	7.52%	9.73%	10.38%
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Galveston	93,228	9,095	7,068	2,086	25.40%	31.14%	30.48%	30.84%
	367,062	29,203	23,191	6,763	100.00%	100.00%	100.00%	100.00%

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Alvin	37,504	8.80%
Nassau Bay	7,743	1.82%
Galveston	111,477	26.15%
		0.00%
	426,219	100.00%

LEAGUE CITY CONSORTIUM USAGE TOTALS

	A	B	Subtotal	C	D	E
			yearly cost			
League City	17.51%	\$13,022.54	\$4,986.42	\$18,008.96		
LaPorte	12.42%	\$9,233.99	\$3,535.76	\$12,769.75		
Friendswood	9.67%	\$7,193.06	\$2,754.27	\$9,947.34		
Webster	9.05%	\$6,729.29	\$2,576.69	\$9,305.98		
Deer Park	14.58%	\$10,843.42	\$4,152.02	\$14,995.44		
Alvin	8.80%	\$6,543.81	\$2,505.67	\$9,049.48		
Nassau Bay	1.82%	\$1,351.02	\$517.32	\$1,868.34		
Galveston	26.15%	\$19,450.85	\$7,447.86	\$26,898.71		
		\$74,368.00	\$28,476.00			

A - Current system yearly maintenance only

B - Current consortium yearly maintenance

\$74,368.00

\$28,476.00

ANNUAL SYSTEM MAINTENANCE

Alvin	40,495	7.72%	\$	15,583.01
Deer Park	35,001	6.67%	\$	13,468.84
Dickinson	50,797	9.68%	\$	19,547.35
Friendswood	44,707	8.52%	\$	17,203.84
GCSO	76,920	14.66%	\$	29,599.82
LaPorte	51,067	9.73%	\$	19,651.25
League City	76,936	14.66%	\$	29,605.98
Morgans Point	1,451	0.28%	\$	558.36
Nassau Bay	6,907	1.32%	\$	2,657.90
Santa Fe	24,796	4.73%	\$	9,541.82
Texas City	77,141	14.70%	\$	29,684.86
Webster	38,549	7.35%	\$	14,834.16
	524,767		\$	201,937.20
Guaranteed annual maintenance for first 3 years of convergence.			\$	201,937.20



City of Galveston

DEPARTMENT OF INFORMATION TECHNOLOGY

STAFF REPORT

December 13, 2018

To: Brian Maxwell, City Manager
Honorable Mayor and City
Council

From: Hope Dean, Chief Information Technology Officer

RE: Consider for approval payment to Superion, formally SunGard Public Sector, in the amount of \$ 111,631.22 for the Police Department's annual renewal of the Police Records Management Software. The renewal provides updates and technical support to ensure that the OSSI Police Records Management System is kept in optimal running condition.

I. BACKGROUND

1. The Galveston Police Department received Council approval to purchase the OSSI Software package in December 2010 from Sungard Public Sector and replaced the outdated New World AS400-based records system.
2. The Police Department has grown and been able to add additional software licenses to the originally approved quantity purchased in 2010. Due to those add-on's, the annual maintenance agreement cost has also increased.

II. CURRENT SITUATION

1. On December 10, 2010, City Council approved the purchase of the Sungard OSSI license and service agreement due to the outdated New World system.
2. Since then, system maintenance has been paid annually to continue the maintenance and software upgrades to the software system.



III. ISSUES

1. Cost - The total cost of the Police Department's share of maintenance and operation of the servers is \$95,456.04.
2. Timing - The expenditure is necessary immediately to continue using the OSSI Records Management Software Maintenance services.
3. Departmental improvements Funding the renewal of the maintenance contract insures continuity of the department's service delivery, from dispatching and responding to calls to investigations and records maintenance.

IV. ALTERNATIVES

1. Approve the continuation and payment of the annual Software Maintenance Agreement.
2. Do not approve the continuation and payment of the Maintenance Agreement.

V. RECOMMENDATION

Approve the renewal of the maintenance and support contract for a total cost of \$ 111,631.22.

VI. FISCAL IMPACT REPORT

Requested by:	Hope Dean Chief Information Technology Officer
Funding Source:	Police Department Operating Budget
Costs of implementation:	\$ 111,631.22



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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
3934	City of Galveston		USD	Net 30	12/30/2018

	Description	Units	Rate	Extended
Contract No. 101296				
1	ONESolution Applicant Tracking - Annual Maintenance Fee OSSI - Applicant Tracking Module Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$1,518.84	\$1,518.84
2	ONESolution CAD Console License - Annual Maintenance Fee OSSI Additional CAD Console License Maintenance: Start:1/1/2019, End: 12/31/2019	5	\$888.52	\$4,442.60
3	ONESolution CAD Map Display & Map Maint Software Lic - Annual Maintenance Fee ONESolution Additional CAD Map Display & Map Maintenance Client License Maintenance: Start:1/1/2019, End: 12/31/2019	5	\$455.67	\$2,278.34
4	ONESolution MCT Client License for Message Switch - Annual Maintenance Fee OSSI - LAN Client License for Message Switch - 5 CAD, 15, RMS or other Maintenance: Start:1/1/2019, End: 12/31/2019	20	\$79.42	\$1,588.48
5	ONESolution CAD Client AVL License - Annual Maintenance Fee ONESolution CAD Client AVL License Maintenance: Start:1/1/2019, End: 12/31/2019	5	\$455.67	\$2,278.34
6	ONESolution CAD Resource Monitor Display License With Maps - Annual Maintenance Fee OSSI CAD Resource Monitor Display License with Maps Client Maintenance: Start:1/1/2019, End: 12/31/2019	5	\$341.74	\$1,708.72
7	ONESolution RMS Workstation - Annual Maintenance Fee OSSI Additional RMS Workstation License Maintenance: Start:1/1/2019, End: 12/31/2019	75	\$303.75	\$22,781.59
8	ONESolution RMS Map Display & Pin Mapping License - Annual Maintenance Fee OSSI Additional RMS Map Display and Pin Mapping License Maintenance: Start:1/1/2019, End: 12/31/2019	75	\$40.51	\$3,038.18



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3934	City of Galveston		USD	Net 30	12/30/2018

	Description	Units	Rate	Extended
9	ONESolution Accident Wizard - Annual Maintenance Fee OSSI Accident Wizard Workstation License Client 40 for MCT Maintenance: Start:1/1/2019, End: 12/31/2019	40	\$30.38	\$1,215.06
10	ONESolution Barcoding Hand-Held Client License - Annual Maintenance Fee OSSI Bar Coding Hand-Held Client License (Each) Maintenance: Start:1/1/2019, End: 12/31/2019	2	\$322.99	\$645.98
11	JMS-MS DISPLAY - Annual Maintenance Fee OSSI Client Mugshot Display Software License Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$6,075.33	\$6,075.33
12	ONESolution Mugshot Capture Station Software - Annual Maintenance Fee OSSI Mugshot Capture Station Software Only Maintenance: Start:1/1/2019, End: 12/31/2019	2	\$1,113.83	\$2,227.66
13	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee OSSI MCT Client for Digital Dispatch Maintenance: Start:1/1/2019, End: 12/31/2019	40	\$201.50	\$8,059.80
14	ONESolution MCT Client-MAPS - Annual Maintenance Fee OSSI Mobile Client Maps Maintenance: Start:1/1/2019, End: 12/31/2019	40	\$40.51	\$1,620.36
15	ONESolution MFR Client - Annual Maintenance Fee ONESolution MFR Client Maintenance: Start:1/1/2019, End: 12/31/2019	40	\$201.50	\$8,059.80
16	ONESolution MFR Client-Citation - Annual Maintenance Fee OSSI - MFR Client Citation Maintenance: Start:1/1/2019, End: 12/31/2019	40	\$101.26	\$4,050.48
17	ONESolution MFR Client-Accident Reporting - Annual Maintenance Fee OSSI - MFR Client - Accident Reporting Maintenance: Start:1/1/2019, End: 12/31/2019	40	\$101.26	\$4,050.48
18	ONESolution MFR Client-Canine - Annual Maintenance Fee MFR Client - Canine Maintenance: Start:1/1/2019, End: 12/31/2019	2	\$60.76	\$121.53



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	Description	Units	Rate	Extended
19	ONESolution MFR Client-MOBLAN Version - Annual Maintenance Fee OSSI - MFR Client - MOBLAN Version Maintenance: Start:1/1/2019, End: 12/31/2019	30	\$101.26	\$3,037.86
20	ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI Client AVL Mobile License Maintenance: Start:1/1/2019, End: 12/31/2019	40	\$30.38	\$1,215.06
Contract No. 120282				
21	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee OSSI MCT Client for Digital Dispatch Maintenance: Start:1/1/2019, End: 12/31/2019	5	\$197.56	\$987.79
22	ONESolution MCT Client-MAPS - Annual Maintenance Fee OSSI Mobile Client Maps Maintenance: Start:1/1/2019, End: 12/31/2019	5	\$39.71	\$198.56
23	ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI Client AVL Mobile License Maintenance: Start:1/1/2019, End: 12/31/2019	5	\$29.78	\$148.89
24	ONESolution MFR Client - Annual Maintenance Fee ONESolution MFR Client Maintenance: Start:1/1/2019, End: 12/31/2019	5	\$197.56	\$987.79
25	ONESolution MFR Client-Accident Reporting - Annual Maintenance Fee OSSI - MFR Client - Accident Reporting Maintenance: Start:1/1/2019, End: 12/31/2019	5	\$99.27	\$496.34
26	ONESolution MFR Client-Citation - Annual Maintenance Fee OSSI - MFR Client Citation Maintenance: Start:1/1/2019, End: 12/31/2019	5	\$99.27	\$496.34

Contract No. 120798



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3934	City of Galveston		USD	Net 30	12/30/2018

	Description	Units	Rate	Extended
27	ONESolution RMS Workstation - Annual Maintenance Fee OSSI Additional RMS Workstation License Maintenance: Start:1/1/2019, End: 12/31/2019	2	\$188.62	\$377.24
28	ONESolution RMS Map Display & Pin Mapping License - Annual Maintenance Fee OSSI Additional RMS Map Display and Pin Mapping License Maintenance: Start:1/1/2019, End: 12/31/2019	2	\$37.86	\$75.71
29	ONESolution MFR Client-MOBLAN Version - Annual Maintenance Fee OSSI - MFR Client - MOBLAN Version Maintenance: Start:1/1/2019, End: 12/31/2019	2	\$79.42	\$158.84
30	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee OSSI MCT Client for Digital Dispatch Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$138.97	\$138.97
31	ONESolution MFR Client - Annual Maintenance Fee ONESolution MFR Client Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$158.83	\$158.83
32	ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI Client AVL Mobile License Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$19.85	\$19.85
33	ONESolution MCT Client-MAPS - Annual Maintenance Fee OSSI Mobile Client Maps Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$19.85	\$19.85
34	ONESolution MFR Client-Citation - Annual Maintenance Fee OSSI - MFR Client Citation Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$79.42	\$79.42
35	ONESolution MFR Client-Accident Reporting - Annual Maintenance Fee OSSI - MFR Client - Accident Reporting Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$79.42	\$79.42

Contract No. 130515



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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
3934	City of Galveston		USD	Net 30	12/30/2018

	Description	Units	Rate	Extended
36	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee OSSI MCT Client for Digital Dispatch Maintenance: Start:1/1/2019, End: 12/31/2019	10	\$191.80	\$1,918.04
37	ONESolution MCT Client-MAPS - Annual Maintenance Fee OSSI Mobile Client Maps Maintenance: Start:1/1/2019, End: 12/31/2019	10	\$38.56	\$385.56
38	ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI Client AVL Mobile License Maintenance: Start:1/1/2019, End: 12/31/2019	10	\$28.91	\$289.07
39	ONESolution MFR Client - Annual Maintenance Fee ONESolution MFR Client Maintenance: Start:1/1/2019, End: 12/31/2019	10	\$191.80	\$1,918.04
40	ONESolution MFR Client-Accident Reporting - Annual Maintenance Fee OSSI - MFR Client - Accident Reporting Maintenance: Start:1/1/2019, End: 12/31/2019	10	\$96.38	\$963.80
41	ONESolution MFR Client-Citation - Annual Maintenance Fee OSSI - MFR Client Citation Maintenance: Start:1/1/2019, End: 12/31/2019	10	\$96.38	\$963.80
Contract No. 130403				
42	ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI Client AVL Mobile License Maintenance: Start:1/1/2019, End: 12/31/2019	4	\$28.91	\$115.63
43	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee OSSI MCT Client for Digital Dispatch Maintenance: Start:1/1/2019, End: 12/31/2019	4	\$191.87	\$767.47
44	ONESolution MCT Client-MAPS - Annual Maintenance Fee OSSI Mobile Client Maps Maintenance: Start:1/1/2019, End: 12/31/2019	4	\$40.50	\$161.99



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3934	City of Galveston		USD	Net 30	12/30/2018

	Description	Units	Rate	Extended
45	ONESolution MFR Client - Annual Maintenance Fee ONESolution MFR Client Maintenance: Start:1/1/2019, End: 12/31/2019	4	\$191.87	\$767.47
46	ONESolution MFR Client-Accident Reporting - Annual Maintenance Fee OSSI - MFR Client - Accident Reporting Maintenance: Start:1/1/2019, End: 12/31/2019	4	\$96.39	\$385.56
47	ONESolution MFR Client-Citation - Annual Maintenance Fee OSSI - MFR Client Citation Maintenance: Start:1/1/2019, End: 12/31/2019	4	\$96.39	\$385.56
Contract No. 141533				
48	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee OSSI MCT Client for Digital Dispatch Maintenance: Start:1/1/2019, End: 12/31/2019	5	\$180.80	\$904.00
49	ONESolution MCT Client-MAPS - Annual Maintenance Fee OSSI Mobile Client Maps Maintenance: Start:1/1/2019, End: 12/31/2019	5	\$36.35	\$181.76
50	ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI Client AVL Mobile License Maintenance: Start:1/1/2019, End: 12/31/2019	5	\$27.26	\$136.29
51	ONESolution MFR Client - Annual Maintenance Fee ONESolution MFR Client Maintenance: Start:1/1/2019, End: 12/31/2019	5	\$180.80	\$904.00
52	ONESolution MFR Client-Accident Reporting - Annual Maintenance Fee OSSI - MFR Client - Accident Reporting Maintenance: Start:1/1/2019, End: 12/31/2019	5	\$90.86	\$454.28
53	ONESolution MFR Client-Citation - Annual Maintenance Fee OSSI - MFR Client Citation Maintenance: Start:1/1/2019, End: 12/31/2019	5	\$90.86	\$454.28

Contract No. 150443



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823 Rosenberg
PO Box 779
GALVESTON TX 77553
United States

Ship To
City of Galveston
823 Rosenberg
PO Box 779
GALVESTON TX 77553
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
3934	City of Galveston		USD	Net 30	12/30/2018

	Description	Units	Rate	Extended
54	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee OSSI MCT Client for Digital Dispatch Maintenance: Start:1/1/2019, End: 12/31/2019	10	\$180.79	\$1,807.89
55	ONESolution MCT Client-MAPS - Annual Maintenance Fee OSSI Mobile Client Maps Maintenance: Start:1/1/2019, End: 12/31/2019	10	\$36.34	\$363.41
56	ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI Client AVL Mobile License Maintenance: Start:1/1/2019, End: 12/31/2019	10	\$27.26	\$272.58
57	ONESolution MFR Client - Annual Maintenance Fee ONESolution MFR Client Maintenance: Start:1/1/2019, End: 12/31/2019	10	\$180.79	\$1,807.89
58	ONESolution MFR Client-Accident Reporting - Annual Maintenance Fee OSSI - MFR Client - Accident Reporting Maintenance: Start:1/1/2019, End: 12/31/2019	10	\$90.85	\$908.46
59	ONESolution Accident Wizard - Annual Maintenance Fee OSSI Accident Wizard Workstation License Client Maintenance: Start:1/1/2019, End: 12/31/2019	10	\$36.34	\$363.41
60	ONESolution MFR Client-Citation - Annual Maintenance Fee OSSI - MFR Client Citation Maintenance: Start:1/1/2019, End: 12/31/2019	10	\$90.85	\$908.46
Contract No. 150480				
61	ONESolution RMS Workstation - Annual Maintenance Fee OSSI Additional RMS Workstation License Maintenance: Start:1/1/2019, End: 12/31/2019	10	\$218.03	\$2,180.33
62	ONESolution RMS Map Display & Pin Mapping License - Annual Maintenance Fee OSSI Additional RMS Map Display and Pin Mapping License Maintenance: Start:1/1/2019, End: 12/31/2019	10	\$36.34	\$363.41

Contract No. 160026



1000 Business Center Drive
Lake Mary, FL 32746
www.Superion.com
Toll free 800-727-8088

Invoice

Invoice No
219435

Date
11/30/2018

Page
8 of 9

Billing Inquiries: Accounts.Receivable@centralsquare.com

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City of Galveston
823 Rosenberg
PO Box 779
GALVESTON TX 77553
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823 Rosenberg
PO Box 779
GALVESTON TX 77553
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
3934	City of Galveston		USD	Net 30	12/30/2018

	Description	Units	Rate	Extended
63	ONESolution Freedom Premium - Annual Maintenance Fee ONESolution Freedom Premium Maintenance: Start:1/1/2019, End: 12/31/2019	24	\$70.56	\$1,693.44
Contract No. 24202				
64	ONESolution RMS Workstation - Annual Maintenance Fee OSSI Additional RMS Workstation License Maintenance: Start:1/1/2019, End: 12/31/2019	4	\$264.60	\$1,058.40
Contract No. 160095				
65	ONESolution CAD Console License - Annual Maintenance Fee OSSI Additional CAD Console License Maintenance: Start:1/1/2019, End: 12/31/2019	3	\$562.38	\$1,687.14
66	ONESolution CAD Client AVL License - Annual Maintenance Fee ONESolution CAD Client AVL License Maintenance: Start:1/1/2019, End: 12/31/2019	3	\$207.65	\$622.94
67	ONESolution CAD Map Display & Map Maint Software Lic - Annual Maintenance Fee ONESolution Additional CAD Map Display & Map Maintenance Client License Maintenance: Start:1/1/2019, End: 12/31/2019	3	\$259.56	\$778.68
68	ONESolution MCT Client License for Message Switch - Annual Maintenance Fee OSSI - LAN Client License for Message Switch Maintenance: Start:1/1/2019, End: 12/31/2019	2	\$34.61	\$69.22



1000 Business Center Drive
Lake Mary, FL 32746
www.Superion.com
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Invoice

<i>Invoice No</i>	<i>Date</i>	<i>Page</i>
219435	11/30/2018	9 of 9

Bill To
City of Galveston
823 Rosenberg
PO Box 779
GALVESTON TX 77553
United States

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PO Box 779
GALVESTON TX 77553
United States

<i>Customer No</i>	<i>Customer Name</i>	<i>Customer PO #</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
3934	City of Galveston		USD	Net 30	12/30/2018

Please make remittance payable to Superion, LLC

ACH / EFT:

Routing Number 0710-000-39
Account Number 81880-15335
Bank of America (Phone 800-432-1000)
E-mail payment details to: Accounts.Receivable@centralsquare.com

Check:

12709 Collection Center Drive
Chicago, IL 60693

Subtotal \$111,380.59

Tax \$0.00

Invoice Total \$111,380.59

Payments Applied \$0.00

Balance Due **\$111,380.59**



Invoice

1000 Business Center Drive
Lake Mary, FL 32746
www.Superion.com
Toll free 800-727-8088

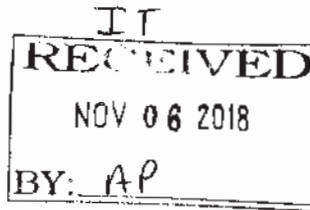
Invoice No
217707

Date
10/30/2018

Page
1 of 1

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Ship To
City of Galveston
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PO Box 779
GALVESTON TX 77553
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
3934	City of Galveston		USD	Net 30	11/29/2018

	Description	Units	Rate	Extended
Contract No. 160095				
1	ONESolution CAD Console License - Annual Maintenance Fee OSSI Additional CAD Console License Maintenance: Start:12/1/2018, End: 12/31/2018	3	\$44.63	\$133.90
2	ONESolution CAD Client AVL License - Annual Maintenance Fee ONESolution CAD Client AVL License Maintenance: Start:12/1/2018, End: 12/31/2018	3	\$16.48	\$49.44
3	ONESolution CAD Map Display & Map Maint Software Lic - Annual Maintenance Fee ONESolution Additional CAD Map Display & Map Maintenance Client License Maintenance: Start:12/1/2018, End: 12/31/2018	3	\$20.60	\$61.80
4	ONESolution MCT Client License for Message Switch - Annual Maintenance Fee OSSI - LAN Client License for Message Switch Maintenance: Start:12/1/2018, End: 12/31/2018	2	\$2.74	\$5.49

Please make remittance payable to Superion, LLC
ACH / EFT:
Routing Number 0710-000-39
Account Number 81880-15335
Bank of America (Phone 800-432-1000)
E-mail payment details to: Accounts.Receivable@superion.com

Check:
12709 Collection Center Drive
Chicago, IL 60693

Subtotal	\$250.63
Tax	\$0.00
Invoice Total	\$250.63
Payments Applied	\$0.00
Balance Due	\$250.63



City of Galveston

DEPARTMENT OF INFORMATION TECHNOLOGY

STAFF REPORT

December 13, 2018

To: Brian Maxwell, City Manager
Honorable Mayor and City Council

From: Hope Dean, Chief Information Technology Officer

RE: Consider approving the renewal of the Kronos software maintenance and support agreement in the amount of \$ 33,684.96.

I. BACKGROUND

The police department purchased and began using Kronos in 2003 to meet timekeeping needs. The software originally ran on an AS-400 mini-computer. It aided GPD in correctly calculating officer time and accruals. The software also aided the department in eliminating the errors that were inherent to the paper timekeeping system. In 2005, the City purchased additional licenses and implemented the solution city wide, also replacing its paper based tracking system. The City of Galveston continued to use the AS-400 version of Kronos until it moved to the Windows version of the software in 2013.

II. CURRENT SITUATION

1. The City of Galveston's annual software maintenance is due for renewal. This contract provides the City with software updates and technical support. This allows the technology team to keep the City's system up to date.
2. This contract provides Galveston the ability to seek assistance through the proprietary software vendors support for resolving both software and time clock issues.



III. ISSUES

1. Without a current maintenance contract software upgrades and support would have to be purchased at original purchase prices; which are much higher than maintaining a current contract.
2. Without a current maintenance contract the team would be unable to guarantee the health of the solution nor be capable of correcting errors due to the proprietary nature of the software.
3. Without a current maintenance contract we risk losing, the functionality of our timekeeping system and all the data that resides in it.

IV. ALTERNATIVES

1. Discontinue this maintenance contract and the City loses access to software upgrades and technical support. Without technical support the City risks losing the use of its timekeeping system.
2. Purchase a time keeping system from another manufacturer or go back to a paper system. Our current Kronos system cost the City of Galveston \$350,000 when originally purchased any competing software system would have a similar level of expense to purchase. There would also be addition expenses incurred for a new software implementation and training. The paper timekeeping system was full of points for error. The accruals for Vacation and Sick time were not accurate and the speed of processing Payroll was slower and less efficient.

V. RECOMMENDATION

Approve the renewal of the maintenance and support contract for a total cost of \$ 33,684.96.

VI. FISCAL IMPACT REPORT

Requested by:	Hope Dean Chief Information Technology Officer
Funding Source:	Information Technology Operating Budget
Costs of implementation:	\$ 33,684.96.

05-NOV-2018
HOPE DEAN
CITY OF GALVESTON
Solution ID: 6011383

Subject: Kronos Support Services Quote for CITY OF GALVESTON
Contract #: 1016437 R29-OCT-18

Dear HOPE,

The support services and benefits provided under your existing maintenance services terms are due to expire. In order to continue to receive support services and benefits for your Kronos products, you will need to renew the maintenance support for another year. Please review the attached quote so that we can ensure that the upcoming invoice we send to your Accounts Payable organization accurately reflects your Kronos investment. (Please be aware that per the terms of your agreement Kronos will send an invoice 60 days prior to the start of your contract.) **If the attached quote matches your records, please sign the quote and return a copy to me within 10 business days.**

If your organization requires a Purchase Order for payment, please forward me a copy at this time so I can make sure it is referenced on the invoice.

When the invoice is paid, your organization is acknowledging that they are renewing the maintenance support services for another year under the existing terms and conditions with Kronos. If the invoice is not paid, your support services for the products will be cancelled and Kronos will require you to sign a new support services contract, with applicable charges, in order to reactivate your service.

I encourage you to visit the Kronos Customer Portal at <http://customer.kronos.com> for access to SuperSearch, eCase management, Customer Forums, Product Documentation, Training tips and so much more! Experience the array of services Kronos offers.

Please contact me at the email address or telephone number provided below if you have any questions regarding your renewal.

Thank you for your business.

Regards,

Equienthalyn LaGrone
Contract Administrator

tel: 713-802-6833
fax: 713-781-1060
email: Quien.Lagrone@Kronos.com

Payment Terms: Net 30 Days
Currency: USD
Customer PO Number: PENDING PO

Quote Type: Renewal
Customer: CITY OF GALVESTON
Solution ID: 6011383
Contract #: 1016437 R29-OCT-18
Date: 05-NOV-2018
Prepared by: Equienthalyn LaGrone / US West6

Bill To: CITY OF GALVESTON
PO BOX 779
GALVESTON TX 77553
UNITED STATES

Ship To: CITY OF GALVESTON
2517 AVE H - SUITE 100
IT SERVICES
GALVESTON TX 77550
UNITED STATES

Contact: HOPE DEAN
Email: HDean@GalvestonTX.Gov

CONTRACT SUMMARY

Contract Period: 25-FEB-2019 - 24-FEB-2020

Description	Support Services	Estimated Tax	Subtotal
Software Support Services	22,100.15	0.00	22,100.15
Equipment Support Services	11,584.81	0.00	11,584.81
Total	33,684.96	0.00	33,684.96

Annualized Contract Value: 34,816.40

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

IMPORTANT NOTES

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

CITY OF GALVESTON

Signature: _____

Name: _____

Title: _____

Date: _____

KRONOS INCORPORATED

Signature: _____

Name: _____

Title: _____

Date: _____

Payment Terms: Net 30 Days
Currency: USD
Customer PO Number: PENDING PO

Quote Type: Renewal
Customer: CITY OF GALVESTON
Solution ID: 6011383
Contract #: 1016437 R29-OCT-18
Date:
Prepared by: Equienthalyn LaGrone / US West6

Bill To: CITY OF GALVESTON
 PO BOX 779
 GALVESTON TX 77553
 UNITED STATES

Ship To: CITY OF GALVESTON
 2517 AVE H - SUITE 100
 IT SERVICES
 GALVESTON TX 77550
 UNITED STATES

Contact: HOPE DEAN
Email: HDean@GalvestonTX.Gov

SOFTWARE SUPPORT SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Gold	WORKFORCE ACCRUALS V8	1,000	25-FEB-2019	24-FEB-2020	365
2	Gold	WORKFORCE EMPLOYEE V8	500	25-FEB-2019	24-FEB-2020	365
3	Gold	WORKFORCE INTEGRATION MANAGER V8	1,000	25-FEB-2019	24-FEB-2020	365
4	Gold	WORKFORCE MANAGER V8	150	25-FEB-2019	24-FEB-2020	365
5	Gold	WORKFORCE TIMEKEEPER V8	1,000	25-FEB-2019	24-FEB-2020	365
6	Gold	WORKFORCE MANAGER V8	30	26-OCT-2019	24-FEB-2020	122

	Support Services	Estimated Tax	Subtotal
Software Support Services	22,100.15	0.00	22,100.15

EQUIPMENT SUPPORT SERVICES

Line	Support Service Level	Covered Product	Quantity	Start Date	End Date	Duration (days)
1	Depot Exchange	Data Collection: InTouch	24	25-FEB-2019	24-FEB-2020	365
2	Depot Exchange	Options: InTouch	26	25-FEB-2019	24-FEB-2020	365

	Support Services	Estimated Tax	Subtotal
Equipment Support Services	11,584.81	0.00	11,584.81

DRAFT
MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
WORKSHOP MEETING – OCTOBER 25, 2018

1. **DECLARATION OF A QUORUM AND CALL MEETING TO ORDER**

The workshop was called to order at 9:01 a.m.

2. **ROLL CALL**

Present: Mayor Pro Tem Craig Brown, Council Member Amy Bly, Council Member David Collins, Council Member John Listowski, and Council Member Jackie Cole. Mayor James Yarbrough arrived at 12:00 p.m.

Absent: Council Member Jason Hardcastle.

3. **DISCUSSION ITEMS**

- A. Clarification of Consent and Regular City Council Agenda Items-this is an opportunity for City Council to ask questions of Staff on Consent and Regular Agenda Items.

Items 8B, 8D, 10A, 11A, 11B, 11E, 11J, 11K, 11L, 11M, 11N, 11O, 11R, 11T, 11BB, 11EE, 11JJ, 11RR, and 11YY were clarified by Staff.

- B. Discussion of the Comprehensive Tourist Mobility and Parking Strategy Plan Document – Land Development Regulations Review (T. Tietjens – 1 hour)

Tim Tietjens presented the current zoning on Seawall Boulevard and parking related uses. He presented the standards for the four parking related uses including (1) parking lot, commercial surface, (2) parking structure or lot incidental to main use, (3) parking structure for mixed use, and (4) parking and/or multimodal transportation facility. He provided information on landscaping requirements and overparking. Staff's recommended code modifications include: utilizing financial incentives to increase the supply of structured parking; requiring commercial parking garages to provide the same landscaping and facade treatment as residential garages; making "parking lot, commercial surface parking area" a limited use for the seawall only; if "parking lot, commercial surface parking area" is allowed as a limited use, consider removing or amending the fence screening requirement; modifying the "parking and/or multimodal transportation facility" to be a limited use so the limited standards would apply; and modifying the limited standards to allow for any additional facade standards throughout to improve the aesthetics further. Discussion was held regarding storm water management and adding permeable surfaces to the standards. Staff will look into the Council's recommendations and bring back to the November workshop.

Assistant City Manager Rick Beverlin provided information on parking garages, 380 agreements, and conceptual incentive levels for parking structures. The Tourist Mobility and Parking Strategy Plan is on today's regular meeting agenda for the Council's consideration.

- C. Discussion of a Text Amendment to the Land Development Regulations Article 11, Section 11.301 (B) Extending the Timeline for Non-Conforming Uses for Duplexes (Brown/Yarbrough – 15 minutes)

Adriel Montalvan provided information on existing duplexes. The current situation is duplexes are not permitted in R-0, R-1, R-2, R-3, LI, and HI. Staff provided the following solutions to the current situation: (1) Exempt duplexes from the provision that makes them nonconforming if the use ceases its operation for 365 consecutive days – LDR, Sec. 11.301(b); (2) Provide additional time for duplexes before they become a

nonconforming use; (3) Amend the table of permitted uses to make a "duplex" a limited use where appropriate and create limited standards. These standards will address time-frame for when a duplex becomes nonconforming; and (4) Amend the table of permitted uses to make duplex a permitted use where appropriate. Staff is looking for direction from Council to address the current situation with duplexes. Discussion was held regarding the intent of the ordinance being preventing single family homes from being divided into duplexes, and eliminating the requirement on solution #3 of being vacant for 365 days. Staff will bring back a draft ordinance based on Council's recommendations at a future workshop.

- D. Receive and discuss an Economic or Gap Analysis of Non-Revenue Water Mitigation for the City of Galveston (B. Cook – 30 minutes)

Cavanaugh Consultants representative Tory Wagoner provided information on non-revenue water. He provided the following definition of non-revenue water from the IWA/AWWA Standard Water Balance: non-revenue water is caused by unbilled authorized consumption and water losses (unauthorized consumption, customer meter inaccuracy, and leakage). He provided information on the economic target or "gap" of where Galveston should be and how to get there. Recommendations include a large meter testing program (revenue driven), small meter testing program (random sampling), and active repair/replacement program (testing results driven). How to get there includes an active leak detection program, district metered areas, pressure optimization, and leak detection/condition assessment of critical mains. The preliminary budget for this type of program would be \$200-\$300k/annually. Assistant City Manager Brandon Cook advised the plan moving forward is to implement the recommendations provided by Cavanaugh Consultants which factors in with the Drought Contingency Plan and requirements of the Gulf Coast Water Authority.

4. EXECUTIVE SESSION

- A. Pursuant to Texas Government Code Section 551.071, "Consultation with Attorney" to discuss and receive legal advice concerning pending or contemplated litigation or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code –

1. No. D-1-GN-002497 Texas General Land Office v. CDM Smith and the City of Galveston, In the 201st District Court of Travis County Texas
No. 13-CV-0844; CDM Smith v. City of Galveston
2. Cardinal Construction vs. City of Galveston vs. Dannenbaum Engineering
3. City of Galveston vs. Houscape
4. Waiver of Attorney Client Privilege related to Open Records Request

The City Council convened into Executive Session at 12:05 p.m. and reconvened in Open Session at 1:17 p.m. No action was taken during Executive Session.

5. ADJOURNMENT

The workshop was adjourned at 1:17 p.m.

Janelle Williams, City Secretary

Date Approved

DRAFT
MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
REGULAR MEETING – OCTOBER 25, 2018

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER
The meeting was called to order at 1:20 p.m.
2. ROLL CALL
Present: Mayor James Yarbrough, Mayor Pro Tem Craig Brown, Council Member Amy Bly, Council Member David Collins, Council Member John Listowski, and Council Member Jackie Cole.

Absent: Council Member Jason Hardcastle.
3. INVOCATION
The invocation was given by Reverend Aaron Sanders of Coastal Community Church.
4. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance to the American Flag and Texas Flag were led by Mayor Yarbrough.
5. CONFLICTS OF INTEREST
None.
6. PRESENTATIONS/REPORTS OF COUNCIL, OFFICER BOARDS, AND CITY MANAGER
 - A. Pursuant to Texas Government Code Section 551.0415, the City Council may report on any of the following items:
 1. Expressions of thanks, gratitude, and condolences - **Mayor Yarbrough thanked the BNSF Railroad for their donation of \$5,000 to Better Parks for Galveston. City Manager Brian Maxwell expressed condolences to the family of Pat Novelli. CM Collins expressed condolences to the family of Rebecca Hughes, mother-in-law of former Mayor Joe Jaworski.**
 2. Information regarding holiday schedules – **Mayor Yarbrough announced the holiday meeting dates on November 15, 2018 and December 13, 2018.**
 3. Recognition of individuals
 - a. **Domestic Violence Awareness Month Proclamation – presented by CM Collins.**
 - b. **Arbor Day Proclamation – presented by CM Cole.**
 - c. **National Adoption Day – presented by CM Bly.**
 4. Reminders regarding City Council events
 5. Reminders regarding community events
 6. Health and safety announcements
7. COMMUNICATIONS AND PETITIONS
Claims: 18-089 - Keegan Duhon; 18-090 - Deena Smiley; 18-091 - Gary Valdez; 18-092 - Christina Johnson; 18-093 - Carolyn Sinegaure, 18-094 - Troy Halter, 18-095 - Janice Campbell; 18-096 - Olisha Alexander, 18-097 - Capital Servicing Noble; 18-098 - Michael Loftin; 18-099 - Ouida Cook

8. PUBLIC HEARINGS

- A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Creating A Planned Unit Development (PUD) Overlay Zoning District In A Commercial (C) Base Zoning District With Broadway Design Standards For “Auto Service/Fueling Or Charging Station”; In Order To Install A Service Bay To The East Of The Existing Building On Property Commonly Known As 3228 Broadway/Avenue J And Which Is Legally Described As Lots 4 And 5, Block 212, In The City And County Of Galveston, Texas; Planning Case Number 18p-040; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date. (C. Gorman)

Ordinance No. 18-068 was read by caption. Catherine Gorman provided staff comments. The Project Engineer Sal Thint was available for any questions from the Council. The public hearing was opened; with no speakers, the public hearing was closed.

Motion was made by CM Bly, second by CM Cole, to approve the ordinance. Unanimously approved by those present.

- B. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Creating A Planned Unit Development (PUD) Overlay Zoning District In A Residential, Single-Family (R-1) Base Zoning District On Properties Commonly Known As 9403, 9409, And 9415 Teichman Road And Adjacent Parcel In Order To Expand An Existing Outdoor Storage Facility, Planning Case Number 18P-048, Making Various Findings And Provisions Related To The Subject, And Providing For An Effective Date.

Ordinance No. 18-069 was read by caption. Daniel Lunsford provided staff comments. The public hearing was opened. Bill Cochrane, Eddie Barr, Peter Sapio, Les Daughtry, Ted O'Rourke, Danny Hart, Hasan Raad, Ray Cowart, Victor Escomilla, John Cashton, Simon Fern, Chuck Miller, and Steve Bonnen spoke in favor of the PUD. John Miller and Bob Randall spoke in opposition of the PUD.

Motion was made by CM Listowski, second by CM Bly, to approve the ordinance.

In favor: Yarbrough, Bly, Collins, and Listowski. In opposition: Brown and Cole. Motion carries.

- C. Consider for approval an Ordinance of the City of Galveston, Texas, creating a Planned Unit Development (PUD) Overlay District in a Residential, Single Family – One (R-1) base zoning district, on property commonly known as 2627 Avenue O and which is legally described as Lots 1 through 3 northwest, Block 66, Galveston Outlots, in the City and County of Galveston, Texas; Planning case number 18P-050; Making various findings and provisions related to the subject. (J. Norman)

Motion was made by CM Cole, second by CM Brown, to defer the ordinance until the November 15th City Council meeting.

In favor: Brown, Collins, Listowski, and Cole. In opposition: Yarbrough and Bly. Motion carries.

- D. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The 2015 Galveston Land Development Regulations (LDR), As Amended, To Regulate Excavation And Boat Sales Or Rental Uses, Prohibiting Borrow Pits Within The City And Clarifying Sales Or Rentals Of Kayaks Is Not Included In The Prohibition Of Boat Sales Or Rental; Making Various Findings And Provisions Related To The Subject; Planning Case Number 17ZA-004. (A. Montalvan)

Motion was made by CM Cole, second by Mayor Yarbrough, to defer action on the ordinance until the November 15th City Council meeting. The motion carried 5-0; CM Bly was not present for the vote. This item will be placed on the November 15th Workshop and Regular Meeting.

9. PUBLIC COMMENT

Agenda Items – Terrilyn Tarlton-Shannon – Item 10A; Clint Stevens – Item 11A.

Non-Agenda Items – Sheila Bell commented on the weather, drainage, and atmospheric electricity; Raymond Lewis invited the Council to events at the Holland House.

10. ORDINANCES (NOT REQUIRING PUBLIC HEARINGS)

- A. Consider for approval an Ordinance of the City Council of the City of Galveston, Texas, terminating, repealing and or cancelling a Planned Unit Development (PUD) permit granted under Ordinance No. 18-020 regarding a Planned Unit Development (PUD) in a Commercial (C) zoning district on property commonly known as 5327 Broadway Blvd, , and Legally described as VY-Ha Resubdivision (2014) Tract A, in the City and County of Galveston, Texas; Providing for findings of fact and providing for an effective date.

The Ordinance was read by caption. Motion was made by Mayor Yarbrough, second by MPT Brown, to defer action on the ordinance. Unanimously approved by those present.

- B. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Revoking The Special Use Permit Granted Under Ordinance 02-068 For The Location At 2627 Avenue O, Galveston, Texas For Failure To Comply With Its Terms; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date. (Legal)

Ordinance No. 18-070 was read by caption. Motion was made by MPT Brown, second by CM Collins, to defer action on the ordinance. In favor: Brown, Collins, and Cole. In opposition: Yarbrough, Bly, and Listowski. Motion fails.

Motion was made by Mayor Yarbrough, second by CM Bly, to approve the ordinance with an effective date of December 31, 2018. The motion passed 5-1; CM Cole voted against the motion.

11. CONSENT ITEMS

The Consent Items shall be considered for action as a whole, unless one or more Council Members objects. The City Manager is authorized to execute all necessary documents upon final approval by the City Attorney.

Motion was made by Mayor Yarbrough, second by CM Collins, to approve Consent Items 11A through 11BBB, except deferring Items 11K and 11YY. Unanimously approved by those present.

- A. Consider For Approval A Resolution Of The City Of Galveston, Texas, Adopting The City Of Galveston's 2019 State Legislative Agenda For The 86th Legislature; Providing For Findings Of Fact And Providing For An Effective Date. (Legal) **Resolution No. 18-041**

- B. Resolution Authorizing Action Related To Crockett Park And Hou-Scape

Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Approving And Authorizing The City Manager And City Attorney To Take Certain Actions Related To Crockett Park And To The Contractor Hou-Scape And Its Surety Hanover, Inc. To Attain Completion Of The Project, Authorizing The City Manager To Terminate The Contract With Hou-Scape If Deemed Advisable; Authorizing The City Manager To Execute Any Necessary Documents With Hou- Scape's Surety For It To Complete The Work Under Its Performance Bond If Deemed Advisable; Authorizing The City Staff To Advertise For Requests For Proposals To Complete The Work With A Third Party If Deemed Advisable; Authorizing The Initiation Of Litigation Against Hou-Scape If Deemed Advisable; Providing For Findings Of Fact And Providing For An Effective Date. (Legal) **Resolution No. 18-042**

- C. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Approving And Authorizing The City Manager To Purchase Real Property Consisting Of Two Parcels Of Five Acres Each Northwest Of Broome Road And Wren Road 400 Feet To The East Of Sweetwater Lake From The Galveston Independent School District, Authorizing The Use Of Southand Title Company To Prepare The Title Policy And Closing Documents, Authorizing The City Manager To Execute The Necessary Documents Upon Approval Of The City Attorney; Providing For Findings Of Fact And Providing For An Effective Date. (Legal) **Resolution No. 18-043**

- D. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas Approving And Authorizing The City Manager To Execute An Interlocal Cooperation Agreement With The Galveston County Health District For Emergency Medical Services (Ems) And A Memorandum Of Understanding Of Respective Duties During The Event Of Emergency Or Disaster; Providing For A Term Of One Year With Renewal Annually For Four (4) Consecutive One (1) Year Terms; Approving Authorizing The City Manager To Execute The Agreement; And Providing For Findings Of Fact And An Effective Date. (M. Wisko) **Resolution No. 18-044**

- E. Consider For Approval The Annual Contract Between The City Of Galveston Fire Department And The County Of Galveston For County Fire Protection. (M. Wisko)

- F. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas ("The City"), Approving An Interlocal Agreement With The Texas Municipal League (TML) Allowing The City Of Galveston Into The TML Intergovernmental Risk Pool For Third Party Administrative Services For The Self Insured Workers Compensation Program; Authorizing The City Manager To Execute The Interlocal Agreement; Providing For Findings Of Fact And Providing For An Effective Date. (R. Simmons) **Resolution No. 18-045**

F.1. Consider For Approval The Annual Renewal Of The Inter-Local Agreement With Texas Municipal League Intergovernmental Risk Pool For The 2018–2019 Fund Year For Workers Compensation TPA Coverage. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Council. (R. Simmons)

- G. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas ("The City"), Approving An Interlocal Agreement With The Texas Municipal League (TML) Allowing The City Of Galveston Into The TML Intergovernmental Risk Pool For Liability And Property Insurance; Authorizing The City Manager To Execute The Interlocal Agreement; Providing For Findings Of Fact And Providing For An Effective Date. (R. Simmons) **Resolution No. 18-046**
- G.1. Consider For Approval The Annual Renewal Of The Inter-Local Agreement With Texas Municipal League Intergovernmental Risk Pool For The 2018–2019 Fund Year For Liability And Property Coverage. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Council. (R. Simmons)
- H. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Supporting A Commitment To 20% Local Share Match, In Support Of A System- Wide Intelligent Transportation System (Its) Project For The 2018 Houston-Galveston Area Council (H-Gac) Transportation Improvement Program (Tip) Call For Projects. (R. Beverlin) **Resolution No. 18-039**
- I. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas Accepting The Comprehensive Tourist Mobility And Parking Strategy Plan For The City Of Galveston; Authorizing The City Manager To Execute Those Documents Necessary In Regard To Developing Implementing Details Of The Comprehensive Tourist Mobility And Parking Strategy Plan; Providing For Findings Of Fact And Providing For An Effective Date. (R. Beverlin) **Resolution No. 18-047**
- J. Consider For Approval A Resolution Of The City Of Galveston Approving The 2018-2019 Annual Service Plan Update To The Service And Assessment Plan And Assessment Roll For Public Improvements For The Bayside At Watermans Public Improvement District In Accordance With Chapter 372, Texas Local Government Code, As Amended; Providing An Effective Date. (R. Beverlin) **Resolution No. 18-048**
- K. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Approving An Interlocal Agreement With The Park Board Of Trustees Of The City Of Galveston For The Construction And Relocation Of A New Waste Water Package Plant At Seawolf Park; Authorizing The City Manager To Execute And Implement The Agreement; Directing The City Secretary To Send A Certified Copy Of This Resolution To The Park Board Of Trustees; Providing For Findings Of Fact And Providing For An Effective Date. (R. Blackketter)
- L. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Approving And Authorizing The City Manager To Execute An Interlocal Cooperation Agreement With Galveston County To Fund Improvements To A Portion Of 23rd Street And A Portion Of Avenue S, Within The City Limits Of Galveston, Texas; Providing For Findings Of Fact And Providing For An Effective Date. (R. Blackketter) **Resolution No. 18-050**
- M. Consider For Approval Of Change Order No. 5 To The Contract With Hou-Scape, Inc., For The Crockett Park (53rd @ Avenue S) Project, Increasing The Contract By \$50,000.00 To A New Total Amount Of \$3,820,208.45. (R. Blackketter)
- N. Consider For Approval Of A Proposal From CenterPoint Energy As A Sole Source Provider For The Installation Of New, Decorative Streetlights As Part Of The Market Street Sidewalk & Curb Reconstruction (25th To 33rd) Project In The Amount Of \$135,863.00. (R. Blackketter)

- O. Consider For Approval Of A Contract With Traylor & Associates, Inc. For Community Development Block Grant – Disaster Recovery (CDBG-DR) Grant Administration Services (RFP #18-28). (R. Blackketter)
- P. Consider For Approval Of A Contract With Main Lane Industries, Ltd., For The Strand Brick Paver Crosswalk Replacement Project (RFP #18-31) In The Amount Of \$399,592.00 (Estimated Total Cost Of Project Not To Exceed \$430,000.00). (R. Blackketter)
- Q. Consider For Approval Of Change Order No. 12 To The Contract With Cardinal Contractors, Inc., For The New 59th Street Pump Station Project, Increasing The Contract By \$318,046.35 To A New Total Amount Of \$17,867,817.04 And Extending The Contract Term By An Additional 67 Days. (R. Blackketter)
- R. Consider For Approval A Contract Between The City Of Galveston And DCMC Partners For Disaster Consulting Services. (T. Wroblewski)
- S. Consider Approval Of DCMC Partners Task Order #1 Authorizing The Expenditure Of An Amount Not To Exceed \$35,000 And A Term Not To Exceed 365 Days For Technical Assistance And Disaster Consulting Services. (T. Wroblewski)
- T. Consider For Approval Outsourcing The Utility Billing Printing And Mailing Of Customer's Utility Water Bills To Level One LLC As The Most Responsive Bidder Of RFP # 18-16. (T. Jacobs)
- U. Consider Approving Purchases Of Maintenance, Repair, And Operational (MRO) Supplies And Related Services Using The Contract With Fastenal Company Through The Cooperative Purchasing Network (TCPN/National IPA) Purchasing Cooperative. Estimated Costs For Products Not To Exceed Council Approved Budgets. (Tammy Jacobs)
- V. Consider Approving Purchases Of Maintenance, Repair, Safety And Operational (MRO) Supplies And Related Services Using The Contract With Grainger Through The Cooperative Purchasing Network (TCPN/National IPA) Purchasing Cooperative. Estimated Costs For Products Not To Exceed Council Approved Budgets. (Tammy Jacobs)
- W. Consider Approving Purchases Of Office And Other Operational Supplies Using The Contract With Staples Contract And Commercial, Inc. Through The BuyBoard Purchasing Cooperative. Estimated Costs For Products Not To Exceed Council Approved Budgets. (Tammy Jacobs)
- X. Consider Approving Purchases Of Office Supplies, Technology Items, Furniture, And Janitorial Supplies Using The Cooperative Purchasing Network's (TCPN) Contract With Office Depot. Estimated Costs For Products Not To Exceed Council Approved Budgets. (Tammy Jacobs)
- Y. Consider Approving Purchases Of Operational Supplies Using The Contract With Sam's Club Through The Purchasing Association Of Cooperative Entities (PACE) Purchasing Cooperative. Estimated Costs For Products Not To Exceed Council Approved Budgets. (Tammy Jacobs)
- Z. Consider Approving Purchases Of Operational Supplies Using The Contract With The Home Depot U.S.A., Inc. Through The U.S. Communities Purchasing Cooperative. Estimated Costs For Products Not To Exceed Council Approved Budgets. (Tammy Jacobs)
- AA. Consider Approving Purchases Of Operational Supplies Using The Contract With A M A Z O N Services, LLC. Amazon Business Through The U.S. Communities Purchasing Cooperative. Estimated Costs For Products Not To Exceed Council Approved Budgets. (Tammy Jacobs)
- BB. Consider For Approval The Renewal Of The City's Utility Management Solution Technical Support And Maintenance Agreement For \$34,555. (H. Dean)

- CC. Consider For Approval The Renewal Of The Annual Maintenance Support Agreement For City's Enterprise Content Management Solution (ECM), Laserfiche, Awarding The Contract To MCCi In The Amount Of \$42,595.70. (H.Dean)
- DD. Consider For Approval And Authorize The City Manager To Execute A Contract With Environmental Systems Research Institute, Inc (Esri) For Enterprise GIS Software License Maintenance And Support For An Amount Not-To-Exceed \$105,000 For A Three (3) Year Period Covering December 16, 2018 – December 15, 2021, With Distributed Annual Payments In The Amount Of \$35,000 (H.Dean)
- EE. Consider Authorizing The City Manager To Execute A Three-Year Contract With Comcast Cable Communication Management LLC To Provide Ethernet And Internet Service Connectivity In An Amount Not To Exceed \$ 380,909. (H.Dean)
- FF. Consider Approving The Renewal Of The VMware Software Maintenance Contract For 24,742.64. (H.Dean)
- GG. Consider For Approval A Payment To The Texas Commission On Environment Quality For Annual Operating Permit Fees For The Water And Wastewater Divisions For The Fiscal Year. The Estimated Cost Is \$181,387.84. (A. Grasso)
- HH. Consider For Approval The Repair Of Flyght Pumps At Various Lift Stations In Galveston During The 2019 Budget Year By Hahn Equipment Co. Inc. At A Cost Not To Exceed \$40,000.00. (A. Grasso)
- II. Consider For Approval The Financing Of The Annual Maintenance Contract On The Chemical Disinfection Analyzer Systems For Various Supply Division Pump Station And Elevated Water Storage Tanks From The Sole Source Provider CFI Services. The Annual Cost Of The Contract Is \$66,209.00. (A. Grasso)
- JJ. Consider For Approval The Use Of The Cooperative Purchasing Contract Through The HGAC Contract From Toter Incorporated For The Purchase Of EVR 1 Series 96 Gallon Automated Rollout Garbage Carts And Repair Parts. (C. DeWitt)
- KK. Consider For Approval The 16th Street Paving And Utility Improvements Design Proposal From Zarinkelk Engineering Services, Inc., Of \$218,823.50. (D. Christodoss)
- LL. Consider Approval Of An Engineering Contract For Six (6) Lift Station Upgrade Designs By Arceneaux Wilson & Cole (AWC) For A Not To Exceed Amount Of \$221,180. (D. Christodoss)
- MM. Consider For Approval The HGACBuy Proposal Of Professional Services For The Collection Of Pavement Conditions Assessment For The Entire City Pavement System From Data Transfer Solutions, LLC In The Amount Of \$94,400.00. (K. Hockersmith)
- NN. Consider For Approval A Payment To Accela Inc. In The Amount Of \$112,300.12 For The Maintenance And Support Services Of The Permitting, Compliance, Mobile Office, Storm Assessment And Parcel Management Software. Funding Source Is Planning Software Licenses Computer Software Account And Public Works Various Software Accounts. (D. Stark)
- OO. Consider For Approval Awarding RFP#18-32, McGuire-Dent Recreation Center Exterior Painting Project To J.W. Kelso For A Not To Exceeded Amount Of \$112,596.00. (C. Kenworthy)
- PP. Consider For Approval The Purchase And Installation Of New Fitness Equipment For The McGuire-Dent Recreation Center In The Amount Of \$73,535.00 From Marathon Fitness (Buyboard Contract #502-16). (M. Rabago)

- QQ. Consider For Acceptance The Donation Of Fourteen (14) Date Palms Valued At \$30,000.00 From Galveston Foundation To Replace Fourteen (14) Palms That Were Removed Due To Disease At Various Rosenberg Street Locations Between Harborside Drive And The Seawall Boulevard. (M. Rabago)
- RR. Consider For Approval Of A Proposal From CenterPoint Energy As A Sole Source Provider For The Installation Of New, Decorative Streetlights As Part Of The City's Efforts To Improve The Broadway Cemetery Location In The Amount Of \$46,148.00. (M. Rabago)
- SS. Consider For Approval The Permitting Of Overnight Camping In The Areas Of 25th To 21st And Seawall Blvd. From Wednesday, October 31, 2018 Through Sunday, November 4, 2018, Which Will Allow The Lone Star Rally Vendors The Availability To Setup In The Event Venue. (D. Smith)
- TT. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock (Backhoe, Loader, And Trackhoe) And Associated Equipment For The Sewer Collections Division From Mustang CAT Through HGAC Buy For A Total Price Of \$556,534.62. The Funding Source Is The Sewer Collections Vehicle Capital Outlay Account. (D. Smith)
- UU. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock (Sewer Inspection Unit) And Associated Equipment For The Sewer Collections Division From CLS Equipment Company Through Buy Board For A Total Price Of \$49,695.10. The Funding Source Is The Sewer Collections Vehicle Capital Outlay Account. (D. Smith)
- VV. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock (Sewer Cleaner) And Associated Equipment For The Drainage Division From Rush Truck Center Through Buy Board For A Total Price Of \$411,930. The Funding Source Is The Drainage Vehicle Capital Outlay Account. (D. Smith)
- WW. Consider For Approval, Authorizing The City Manager To Execute The 2019 Texas Department Of Transportation, Routine Airport Maintenance Program (RAMP) Grant, Which Allows The Airport To Be Reimbursed Up To \$50,000.00 In Eligible Airport Maintenance Expenses Upon Final Approval Of The City Attorney (M. Shahan).
- XX. Consider For Approval Awarding RFP #18-29 To The Qualified Proposer With The Lowest Bid, Trusco, Inc., DBA Russell Glass Company, Approval For The City Manager To Execute A Contract With Trusco, Inc., DBA Russell Glass Company, As Well As, Approval Of An Expenditure In The Amount Of \$83,179.20 (M. Shahan).
- YY. Consider For Approval A Request Authorizing The City Manager To Execute An Assignment Of Lease Agreement Assigning The Lease Commencing November 27, 2009, Between The City Of Galveston And Lone Star Flight Museum, Inc. To 6702 Broadway, Ltd., Then Terminating The Lease Agreement And Approving A New Lease Agreement, Upon Final Approval By The City Attorney (M. Shahan).
- ZZ. Receive And File The Proposed FY2019 Budget For The Galveston County Emergency Communication District. (Yarbrough)
- AAA. Receive And File The Galveston County Emergency Communication District Financial Statements For Year Ended December 31, 2017. (Yarbrough)
- BBB. Receive And File The Holiday Schedule For The 2019 Calendar Year. (B. Maxwell)

12. ACTION ITEMS

- A. Discuss and consider for action directing the City Auditor to amend the City Audit Plan for 2019 to include: Audit the receipt and use of insurance proceeds on City owned assets, And Report the findings to City Council by March 31, 2018. (Yarbrough)

Motion was made by Mayor Yarbrough, second by CM Bly, to approve the amendment to the City Audit Plan for 2019. Unanimously approved by those present.

- B. Consider for approval a Resolution of the City Council of the City of Galveston, Texas, establishing the Seawall Parking Review Ad Hoc Committee; providing for the Committee's Duties, Term, Membership, Quorum, Voting, Meetings, And Rules Of Procedure; Providing for findings of fact and providing for an effective date. (R. Beverlin)

Motion was made by MPT Brown, second by CM Collins, to approve Resolution No. 18-049. Unanimously approved by those present.

- C. Discuss and consider appointments to the following City Boards, Commissions, and Committees:

1) Nominations By Mayor/City Council District

Galveston Housing Finance Corporation/Galveston Property Finance Authority – District 5

Parks & Recreation Advisory Committee – District 2

Tree Committee – District 5

Motion was made by CM Listowski, second by MPT Brown, to appoint Tad Lewis to the Parks & Recreation Advisory Board and Kathy Maines to the Tree Committee. Unanimously approved by those present.

2) Nominations by Council As A Whole

Arts & Historic Preservation Advisory Board – nomination from Galveston Hotel & Lodging Association

Motion was made by Mayor Yarbrough, second by MPT Brown, to defer action on the Galveston Hotel & Lodging Association's nomination of Kelly de Shaun. The motion passed 5-0; CM Cole abstained from the vote.

Beach Access and Dune Protection Plan Review Ad Hoc Committee

Motion was made by CM Collins, second by CM Listowski, to appoint Carol Hollaway. Unanimously approved by those present.

Families, Children and Youth Board -- nominations from the FCY Board

Motion was made by CM Bly, second by CM Collins, to reappoint Amber Anthony, Hank Thierry, Vivian Hernandez-Kleinschmidt, BJ Herz, Shannon Guillot-Wright, Kathy Tiernan, Holly Hopkins, and Selah Tacconi; to appoint Makayla Redhail Anthony, Dr. Kelli Moulton, Josh Dorrell, and Amie Hufton; and to move Alternate Alexuus Christen to a regular member. Unanimously approved by those present.

Seawall Parking Committee – one nomination each from the Mayor and Council Members

Motion was made by CM Bly, second by CM Listowski to appoint the following nominees: Mayoral – Dennis Byrd, Jr.; District 1 – Susan Fennewald; District 2 – Eddie Walsh; District 3 – Marsha Canright; District 5 – Cara Koza; and District 6 – Robyn Bushong. Unanimously approved by those present.

13. ADJOURNMENT

The meeting was adjourned at 3:40 p.m.

Janelle Williams, City Secretary

Date

DRAFT
MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
WORKSHOP - NOVEMBER 15, 2018

11/15/2018 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER

With a quorum present, the workshop was called to order at 8:04 a.m.

2. ROLL CALL

Present: Mayor James Yarbrough, Mayor Pro Tem Craig Brown, Council Member Amy Bly, Council Member David Collins, Council Member Jason Hardcastle, Council Member John Listowski, and Council Member Jackie Cole.

3. DISCUSSION ITEMS

3.A. A Joint Workshop Between The Galveston City Council And The Park Board Of Trustees To Discuss The Following Items Of Mutual Interest (City Council - 1 Hour):

A Joint Workshop was held between the City Council and the Park Board of Trustees. A video highlighting the 2017-2018 Park Board Performance was shown. Park Board Chair Spencer Priest presented information on the Park Board Budget and Industry Forecasts. Galveston leads the State in average daily hotel rates. A large number of tourists are traveling to the West End of the Island. The Park Board is looking at how additional sales and HOT tax can be captured in the West End area. He presented information on revenue budget growth. The 2018/2019 Budget is \$28.6 million, which includes 61% HOT, 25% beach user fees/park admission fees, and 14% miscellaneous. The Park Board sets aside reserves for four months of operations. The Park Board will continue the beach nourishment project west of 61st Street with the goal of extending the project to the end of the Seawall. Fiscal Year 2019 Tourism Development Goals include speaking to the engaged visitor who will stay overnight, visit multiple attractions and return multiple times to Galveston Island. The Park Board continues with the power of 10 in Park Management and Development, including R. A. Apfell and Stewart Beach drainage engineering, Stewart Beach pavilion engineering, Seawolf Park demolition of pavilion and continued improvements to historic vessels, and East End Lagoon ribbon cutting on the new interpretative trail and guided tours, presentation of business plan, and confirmation of \$1.4 million RESTORE funds for an open-air pavilion. Beach Control and Coastal Zone Management - the Park Board has approved the purchase of two newly designed structures for Beach Patrol to replace the current lifeguard stands in two locations. The Board has also approved funding for 13 full-time lifeguards. Looking forward, the Park Board would like to continue with dialogue and receive direction on what the City Council would like to see from the Park Board of Trustees. Park Board Trustee Dr. Victor Viser provided information on debris and abandoned canopy removal. Items left overnight or abandoned on the beaches include canopies, chairs, tents, BBQ grills/pits, beach toys, tables, coolers, and other personal items. Numerous issues with structures being left on the beach were provided. The solution recommended by the Park Board is a sunset to sunrise ordinance similar to other coastal communities. Sheryl Rozier provided information on a new pavilion at Stewart Beach. She provided beach and pavilion history, drainage issues at the park, inefficiencies of the current pavilion, a preliminary site strategy focused on providing a gateway with access and amenities, initial renderings, operations maintenance and revenue study, and funding and budgets. Concept/programming highlights include consolidated park operations, vertical promenades of varying slopes, natural ventilation, revenue generation, multiple vantage points, high visibility for concessions, new and exciting amenities, and public/private partnerships and small business opportunities. The preliminary site strategy include a primary building closer to the beachfront and a secondary building closer to the Seawall. The primary building would include all the amenities for visitors, beach patrol, a community room, Park Board administration, and an upper deck with restaurant opportunity. The secondary building would include a visitor's center and restrooms. The Park Board is

asking City Council to endorse the process to date and authorize them to move forward in the FY 2018-2019 year with (1) architectural pre-design with engineering narratives and schematic design with mechanical/electrical/plumbing systems for a new pavilion; (2) work to identify funding sources for the project; and (3) vet the public private partnerships with the local business community for concession/lease opportunities at the pavilion. Members of the City Council will reach out to their constituents on what amenities they may want in the park. The City Council and the Park Board will hold another joint workshop on December 13th to discuss the Stewart Beach Pavilion.

3.B. Discussion Of Vision Galveston/Comprehensive Plan (Yarbrough - 20 Minutes)

Vision Galveston Project Director Keath Jacoby presented information on the Community Vision Project. She provided a "meeting in a bag" to the Council members. She advised this is a project to enable to citizens of Galveston to define a vision for the future of Galveston. The Galveston Roundtable of Foundations has predominantly funded this project. The Vision Galveston team is comprised of Keath (Project Director), Lindsey White (Steering Committee Chair), the Consulting Team comprising of four firms, and the Steering Committee. Vision Galveston is currently conducting a broad outreach to the community. A community kickoff event was recently held at the Scott Building with over 350 attendees. Additional broad outreach is being done through a survey, designed to engage people in big picture thinking (I love Galveston because; my biggest concern about the future of Galveston is; my one wish for Galveston today is; my one wish for Galveston in the next 20 years is). Other public activations will include chalkboards, PTO meetings, park activation, better blocks, and outpost. The Plan will identify major questions, goals, and values. After the broad outreach, a series of workshop and conversations will be held where the public can meet with the project team to look at specific issues and solutions. Potential topics of interest include housing, education, arts, coastal resiliency, jobs, economy, transit, parks, and other visions. The project team will make recommendations for new policies, for programs, and for projects. Tim Tietjens advised this project will work in conjunction with the Comprehensive Plan. Vision Galveston will define the tools available to drive the Comprehensive Plan forward. CM Hardcastle will be the point of contact for the City Council, and CM Collins will be the alternate. The team will provide monthly updates to the Council.

3.C. Discussion Of An Ordinance Of The City Of Galveston, Texas, Prohibiting The Use Of Designated Groundwater As Potable From The Area Commonly Known As 4500 Old Port Industrial Road And Legally Described As "Being A 3.644 Acre (158,744 Square Feet) Tract Of Land Situated In The M.B.Menard Survey, Abstract No. 628, Located In Galveston County, Texas; Supporting Certification Of A Municipal Setting Designation For The Area By The Texas Commission On Environmental Quality (Tceq); Providing A Penalty Clause; Providing A Severability Clause; Making Various Findings And Provisions Related To The Subject And Providing For An Effective Date (Engineering Dept - 15 Minutes)
Consultant James Kearley of GSI Environmental provided information on the proposed Municipal Setting Designation at 4500 Old Port Industrial Road. This item will be placed on the December 13th regular meeting agenda for the Council's consideration.

3.D. Discussion Of Land Development Regulation (LDR) Changes To Compliment The Tourist Mobility And Parking Changes (Brown/Yarbrough - 20 Minutes)

Tim Tietjens provided Council with proposed LDR changes to compliment the Tourist Mobility and Parking Plan. The changes include designating Parking and/or Multimodal Transportation Facility as a Limited Use and adding Landscaping requirements. This item will be placed on the January regular meeting agenda for the Council's consideration.

3.E. Discussion Of The Sister Cities Program (N. De La Fuente - 15 Minutes)

Assistant City Secretary Nellie De La Fuente provided Council with information on the Sister Cities Program. Staff is looking for direction from Council on moving forward with the creation of a formal City of Galveston Sister Cities Program Committee and dissolving Sister Cities that are no longer active. This item will be placed on the December regular meeting agenda for the Council's consideration.

3.F. Discussion Of The Street Light Master Plan For The City Of Galveston (P. Milburn - 20 Minutes)

Pete Milburn presented the Street Light Master Plan for the City of Galveston. The goal is to develop and implement a Master Lighting Plan that meets the lighting needs for the City of Galveston. The purpose is to (1) increase street and pedestrian lighting, (2) improve visibility for drivers, cyclists, and pedestrians, (3) provide more uniform illumination Island wide, (4) reduce glare and light pollution into the night sky, (5) modernize the street lighting network, and (6) reduce energy consumption. The overview included existing conditions, LED technology, cost analysis, the Master Plan, and implementation.

3.G. Safe Passing Ordinance (Legal - 15 Minutes)

Deferred. Dr. Cole reported that the community is really getting behind bicycle safety initiatives.

3.H. Clarification Of Consent And Regular City Council Agenda Items - This Is An Opportunity For City Council To Ask Questions Of Staff On Consent And Regular Agenda Items.

Items 11D and 11K were clarified by Staff.

4. EXECUTIVE SESSION

4.A. Pursuant To Texas Government Code Section 551.074, "Personnel Matters" To Deliberate The Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, Or Dismissal Of A Public Officer Or Employee.

4.A.1. Annual Reviews

1. City Manager Brian Maxwell
2. City Secretary Janelle Williams
3. City Attorney Donald Glywasky
4. City Auditor Glenn Bulgherini

Deferred.

4.B. Pursuant To Texas Gov't Code 551.071- Consultation With Attorney, An Executive Session Will Be Conducted To Discuss And Receive Legal Advice Concerning Pending Litigation And/Or A Settlement Offer, Or On A Matter In Which The Duty Of The Attorney To The Governmental Body Under The Texas Disciplinary Rules Of Professional Conduct Of The State Bar Of Texas Clearly Conflicts With This Chapter, Related To The Following:

4.B.1. No. D-1-GN-002497 Texas General Land Office V. CDM Smith And The City Of Galveston, In The 201st District Court Of Travis County Texas

The City Council took a short break at 12:38 p.m., convened into Executive Session at 12:45 p.m., and reconvened into Open Session at 1:10 p.m. No action was taken during Executive Session.

5. ADJOURNMENT

The workshop was adjourned at 1:10 p.m.

Janelle Williams, City Secretary

Date Approved:

DRAFT
MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
REGULAR MEETING - NOVEMBER 15, 2018

11/15/2018 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER

With a quorum present, the meeting was called to order at 1:19 p.m.

2. ROLL CALL

Present: Mayor James Yarbrough, Mayor Pro Tem Craig Brown, Council Member Amy Bly, Council Member David Collins, Council Member Jason Hardcastle, Council Member John Listowski, and Council Member Jackie Cole.

3. INVOCATION

The invocation was given by Mayor Yarbrough.

4. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the American Flag and Texas Flag were led by Mayor Yarbrough.

5. CONFLICTS OF INTEREST

None.

6. PRESENTATIONS/REPORTS OF COUNCIL, OFFICER BOARDS, AND CITY MANAGER

6.A. Pursuant To Texas Government Code Section 551.0415, The City Council May Report On Any Of The Following Items:

1. Expressions of thanks, gratitude, and condolences - **CM Collins thanked Chief Wisko and the Firefighters on their way to California to fight the most deadly fires in California's history. Mayor Yarbrough thanked the City's IT Department for their efforts in the first annual GIS Day event in Galveston. He congratulated Gina Spagnola for being recognized the 2018 Community Benefactor Award from the Mary Moody Northern Foundation. He congratulated Brian Maxwell for being recognized as a Texas Lone Star. He announced that the city's new website will go live at 3:00 p.m. today. Brian Maxwell reported that he recently attended Mr. Sonny Broom's 90th birthday and Mr. John L. Worthen's 90th birthday.**

2. Information regarding holiday schedules

3. Recognition of individuals:

a. **Galveston University Proclamation - presented by CM Brown.**

b. **World Aids Day Proclamation - presented by CM Bly.**

c. **Galveston National Laboratory Proclamation - presented by CM Hardcastle.**

4. Reminders regarding City Council events

5. Reminders regarding community events

6. Health and safety announcement

6.B. City Auditor's Report - Update On The State Of The Port Of Galveston's Paperwork On The \$55,000,000 Insurance Proceeds From Hurricane Ike (G. Bulgherini)

City Auditor Glenn Bulgherini reported that the Port's paperwork seems to be in order and the audit will take until approximately March 31, 2019 to complete.

7. COMMUNICATIONS AND PETITIONS

- 7.A. Claims: 18-100 - Isaul Marines; 18-101 - Andi Soto; 18-102 - Apolla Beasley; 18-103 - Jennifer Rodriguez; 18-104 - Jhonny Langer; And 18-105 - Daniel Marks.**

8. PUBLIC HEARINGS

- 8.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Creating A Planned Unit Development (PUD) Overlay District In A Residential, Single Family-One (R-1) Base Zoning District, On Property Commonly Known As 2627 Avenue O And Which Is Legally Described As Lots 1 Through 3 Northwest, Block 66, Galveston Outlots, In The City And County Of Galveston Texas; Planning Case Number 18P-050; Making Various Findings And Provisions Related To The Subject. (J. Norman)**

The Ordinance was read by caption. Janice Norman provided staff comments. Mark Hill provided comments on behalf of the property owner Clay Conrad. The public hearing was opened. Speakers in favor of the PUD - Terrilyn Tarlton-Shannon, Tom Schwenk, Al Olson, Donna Weaver, Mort Voller, Karla Klay, and Douglas Little. Speakers in opposition of the the PUD - Phil Newton, Dennis Miller, Pamela Kopfer, Carol Ann Cowan, Alan Baezner, Janie Marshall, Barry Gatlin, and Suzanne Corbin. The public hearing was closed.

Motion was made by CM Brown, second by CM Listowski, to approve the PUD with the following conditions: (1) the current fence to be left as is; (2) limit and prohibit kayaks and associated trailers; and (3) limit permitted use of office and school to artistic and ecological instruction.

In favor: Brown, Collins, Listowski, Hardcastle, and Cole

In opposition: Yarbrough and Bly

Motion fails.

9. PUBLIC COMMENT

Agenda Items - None

Non-Agenda Items - James Tritt - bike and crosswalk awareness; Adam Calabrese - Injustice - Assaulted by Public Servant.

10. ORDINANCES (NOT REQUIRING PUBLIC HEARINGS)
None.

11. CONSENT ITEMS

The following items shall be considered for action as a whole, unless one or more Council Members objects. The City Manager is authorized to execute all necessary documents upon final approval by the City Attorney.

Motion was made by CM Collins, second by MPT Brown, to approve Consent Items 11A through 11L, and 11N through 11Q. Unanimously approved.

- 11.A. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Accepting The City's Portion Of A 2018 Byrne Justice Assistance Grant From The Department Of Justice In A Joint Total Amount Of \$28,640.00, And Said City Portion To Provide For The Purchase Of Equipment**

(Tasers) For The City Of Galveston's Police Department; Authorizing The City Manager To Execute An Interlocal Agreement With Galveston County; Appointing The County As Fiscal Agent For The Grant; Equally Dividing The Total Grant Award Between The Parties; Providing For Findings Of Fact And Providing For An Effective Date. (V. Hale)

Resolution No. 18-051

- 11.B. Consider For Approval A Resolution Of The City Council Of The City Of Galveston Texas, Authorizing The City Manager To Execute An Agreement With The County Of Galveston And The Galveston County Sheriff's Office (Collectively "The County") For Mutual Aid Law Enforcement; Providing For Findings Of Fact And An Effective Date. (V. Hale)

Resolution No. 18-052

- 11.C. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas Approving And Authorizing The City Manager To Execute An Interlocal Cooperation Agreement With The City Of Texas City For Live Fire Training; Approving And Authorizing The City Manager To Execute The Agreement; And Providing For Findings Of Fact And An Effective Date. (M. Wisko)

Resolution No. 18-053

- 11.D. Consider For Approval A Contract For The Professional Services Of Brown Reynolds Watford Architects, Inc. For Architectural Design For Renovations To City Hall In The Amount Of \$860,360. (D. Anderson)
- 11.E. Consider For Approval An Amendment To The Goodman Corporation (TGC) Professional Services Contract Granting An Extension Of Time For Performance, On Items In Emphasis Area A-I, Relating To The Rail Trolley Restoration. (R. Beverlin)
- 11.F. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock (HD Utility Truck W/Crane) And Associated Equipment For The Water Distribution Division From Houston Freightliner Through HGAC Buy For A Total Price Of \$165,090. The Funding Source Is The Water And Sewer Capital Account. (D. Smith)
- 11.G. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock (HD Service Truck) And Associated Equipment For The Water Distribution Division From Rush Truck Center Through Buy Board For A Total Price Of \$93,683. The Funding Source Is The Water And Sewer Capital Fund. (D. Smith)
- 11.H. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock (Case Backhoe) And Associated Equipment For The Water Distribution Division From Mustang CAT Sales Through HGAC Buy For A Total Price Of \$115,851.37. The Funding Source Is The Water And Sewer Capital Fund. (D. Smith)
- 11.I. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock (1 Rear Loader/2 Grapple Trucks) And Associated Equipment For The Refuse Department From Houston Freightliner Through HGAC Buy For A Total Price Of \$542,632. The Funding Source Is The Sanitation Vehicle Capital Outlay Account. (D. Smith)
- 11.J. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Refuse Packers And Associated Equipment For The Refuse Department From Heil Of Texas Through Buy Board For A Total Price Of \$283,248. The Funding Source Is The Refuse Vehicle Capital Outlay Account. (D. Smith)
- 11.K. Consider For Approval Authorizing The City Manager To Negotiate A Contract For The Completion Of The Crockett Park (53rd @ Avenue S) Project, For The Not To Exceed Amount Of \$1,380,000. (R. Blacketter)
- 11.L. Consider For Approval Of A Contract With E. P. Brady, Ltd., For The Sanitary Sewer Improvements Along 8 Mile Road From Stewart Road To Sunny Beach Project (RFP #18-36) In The Amount Of \$2,078,860.00 For The Base Bid Plus Alternate A (Estimated Total Cost Of Project Not To Exceed

\$2,393,860). (R. Blacketter)

- 11.M. Consider For Approval Of A Contract With E. P. Brady, Ltd., For The Sanitary Sewer Improvements Along 8 Mile Road From Stewart Road To Sunny Beach Project (RFP #18-36) In The Amount Of \$2,078,860.00 For The Base Bid Plus Alternate A (Estimated Total Cost Of Project Not To Exceed \$2,393,860). (R. Blacketter)

No action. Duplicate of 11L.

- 11.N. Consider For Approval Change Order #6 For The Contract With Main Lane Industries, Ltd., For The Reconstruction Of Market Street From 25th Street To 19th Street Project, Increasing The Contract From \$3,776,755.87 By The Amount Of \$86,050.00 To A Cost Of \$3,862,805.87, And Extending The Term Of The Contract By 165 Days. (R. Blacketter)

- 11.O. Consider Ratification Of The Approval From The Chapter 172 Health Benefits Plan Board Of Trustees For Renewal Of Liberty Mutual As The Carrier For Specific Stop Loss Coverage Effective October 1, 2018 Through September 30, 2019. (K. Etienne)

- 11.P. Consider For Approval Minutes Of The September 13, 2018 Workshop And Regular Meeting. (J. Williams)

- 11.Q. Receive And File A Letter From The Texas General Land Office Dated October 10, 2018 Regarding Hurricane Harvey Disaster Recovery Fund Applications. (Yarbrough)

12. ACTION ITEMS

- 12.A. Discuss And Consider For Action Authorizing Settlement Discussions With CDM Smith For Final Approval Of City Council. (Legal)

No action.

- 12.B. Discuss And Consider Approval Of The Stewart Beach Pavilion Proposal. (Brown/Yarbrough)

Motion was made by MPT Brown, second by CM Collins, to defer action until the December 13th meeting. Unanimously approved.

- 12.C. Discuss And Consider Appointments To The Following City Boards, Commissions, And Committees:

Seawall Parking Review Ad Hoc Committee-District 4 - Motion was made by CM Hardcastle, second by CM Listowski, to appoint Scott Leimer. Unanimously approved.

Arts & Historic Preservation Advisory Board - Motion was made by MPT Brown, second by CM Bly, to appoint Joyce McLean as recommended by the Galveston Hotel Lodging Association. Unanimously approved.

Zoning Board of Adjustment-Position 5 - Motion was made by CM Collins, second by Mayor Yarbrough, to move Louis Fuchs from Alternate 2 to Position 5. Unanimously approved.

- 12.D. Discuss And Consider Appointments To The Houston-Galveston Area Council (H-GAC) 2019 General Assembly And Board Of Directors. (Yarbrough)

Motion was made by Mayor Yarbrough, second by MPT Brown, to appoint Mayor Yarbrough as member and MPT Brown as alternate. Unanimously approved.

13. ADJOURNMENT

The meeting was adjourned at 3:30 p.m.

Janelle Williams, City Secretary

Date Approved:



City of Galveston

Finance Department
PO Box 779 | Galveston, TX 77553-0779
| 409-797-3562

August 23, 2018

To: Brian Maxwell, City Manager
Honorable Mayor and City Council
From: Michael W. Loftin, Assistant City Manager for Finance

RE: Discuss and consider for action a resolution by the City Council of the City of Galveston, Texas, authorizing publication of notice of intention to issue certificates of obligation; approving the preparation of a preliminary official statement and notice of sale; and approving other matters incidental thereto.

I. Background

- A. **CIP Financing Need:** The Adopted CIP for FY 2019-2023 calls for the implementation of \$171 million in revenue supported projects, including \$104 million for water system improvements, \$60 million for wastewater system improvements, and \$7 million for airport improvements. The water and sewer programs were approved with a complete financing plan included. This plan anticipated the issuance of \$86 million in future water bonds, and \$32 million in future wastewater bonds, with sales to occur on an as needed basis.

In January, 2017, the city issued \$35 million in water and sewer certificates of obligation, and all of this particular sale's proceeds is expected to be allocated to specific projects by the spring of 2019. The \$35 million sale proposed by this agenda item is expected to fund additional design and/or construction contracts scheduled for award between February 2019 and January 2020.

- B. **Description of the Bonds:** All debt service will be paid with water and sewer revenue through the annual budget process. The sale will be serial in nature with principal paid each year over thirty years and combined annual debt service payments that are flat at approximately \$2 million per year. The estimated interest rate including all costs is approximately 4%.

The CO sale documents legally require that the proceeds of that sale be allocated and expended for waterworks and sewer system improvements. The project list is to show the intended use of funds at the time of sale. The City's CIP process is the primary means by which the city identifies available funds and schedules its capital improvement projects each year. Capital funds are not held in reserve pending the approval of contracts to implement a specific project, but are considered available as of fiscal year end. They then must be allocated annually by Council vote through the budget process

in accordance with Article VII, Section 9 of the City Charter until such contracts are approved by Council in the course of the fiscal year.

The use of certificates of obligation (CO's) instead of pure revenue bonds will save the City money by eliminating formal reserve requirements that require the holding of cash for the full life of the bonds. Also, CO's attract a lower interest rate because they require a publication of notice underlying pledge of property tax revenue. Total savings is estimated at \$3 million over the life of the bonds. Accordingly, as required by State law, the city needs to publish a notice of its intention to issue CO's for thirty days prior to approving the sale of bonds. The proposed sale of Certificates of Obligation is being conducted in accordance with the City Charter and State law. **As required by the City Charter (Article VII, Section 15a), approving the sale will require six affirmative votes on the part of Mayor and City Council on January 24, 2019.**

- C. **Bond Sale Preparation:** To prepare for the issuance of CO's, a Preliminary Official Statement (POS) must be prepared, and the City Manager is authorized to deem it final in accordance with federal and state law. The resolution designates the following team members to prepare the (POS) and fulfill specific responsibilities in completing the transaction:
1. City officials are assigned the responsibility to exercise their official duties in the completion of the bond sale;
 2. Financial Advisor – Hutchinson, Shockey, Erley & Co.;
 3. Bond Counsel – Bracewell LLP;
 4. Disclosure Counsel – Hunton, Andrews Kurth LLP; and
 5. Senior Manager (Senior Underwriter or “book runner” - Estrada Hinojosa & Company; and
 6. Co-Managers or Underwriters - SAMCO Capital Markets, Inc., and Piper Jaffray & Co.
- D. **Revenue Requirements:** The issue of debt service financing is considered annually to ensure that adequate funds are available for maintenance and operation of the city's water and wastewater systems, for payments to the Gulf Coast Water Authority for water treatment and supply, for principal and interest on debt issued directly by the City and for financial reserves that provide a margin of safety for the city, ratepayers and bondholders alike. Accordingly, the adequacy of water and sewer rates to support all necessary costs is reviewed annually in conjunction with the preparation of the annual budget and CIP.

The last water and sewer rate increase took effect in October 2015. At that time, a new tiered rate structure was put in place through rates that would simultaneously encourage conservation while shielding small residential users from a major increase. Subsequent annual rate studies have indicated that no change in rates was necessary for FY 2017 and FY 2018. However, a seven percent increase in water rates is needed during FY 2019. Sewer rates are still considered adequate, as they have been in the last three years. The combined rate increase expected for FY 2019 is four percent, but no additional increase is projected for FY 2020. That means that no additional increase is needed until October 2020, or FY 2021. (See attached report from rate consultant Stantec.)



II. Current Situation

- A. **Rates Outlook:** As recommended by the City's water and sewer rate consultant, and based on a complete review and comprehensive forecast of all of the City's costs, the following chart summarizes the necessary rate increase for FY 2019 and the subsequent increases that may be required in FY 2021 and beyond.

WATER AND SEWER RATE OUTLOOK DECEMBER 2018 BOND SALES IN \$ MILLIONS

	Feb. 19 - Jan. 20	Feb. 20 - Jan. 21	Feb. 21 - Jan. 22	Feb. 22 - Jan. 23	Feb. 23 - Sep.24	Totals
Baseline: Bonds to be Issued (\$Millions) - Per CIP						
Water	\$19.34	\$15.60	\$30.56	\$15.40	\$0.00	\$80.90
Wastewater	\$14.63	\$5.38	\$2.68	\$5.72	\$16.95	\$45.36
Subtotals	\$33.97	\$20.98	\$33.24	\$21.12	\$16.95	\$126.26
Rate Increases Required for CIP Bond Issues Baseline						
	Feb-19	Oct-19	Oct-20	Oct-21	Oct-22	
Water	7.00%	0.00%	10.00%	8.00%	0.00%	
Wastewater	0.00%	0.00%	4.00%	3.00%	0.00%	
Alternative: Bonds to be Issued for Water and Wastewater Share of Street Projects						
Water	\$3.59	\$2.29	\$0.00	\$0.00	\$0.00	\$5.88
Wastewater	\$5.20	\$1.68	\$0.00	\$0.00	\$0.00	\$6.88
Subtotals	\$8.79	\$3.97	\$0.00	\$0.00	\$0.00	\$12.76
Rate Increases Required for Water and Wastewater Share of Street Included (Alternative)						
	Feb-19	Oct-19	Oct-20	Oct-21	Oct-22	
Water	10.00%	0.00%	11.00%	8.00%	0.00%	
Wastewater	0.00%	0.00%	4.00%	3.00%	0.00%	

The projections above consider:

- The effect of reduced water purchases from the Gulf Coast Water Authority as a result of the large water line break repaired in November 2017;
- Growth in the customer base,
- Reductions in consumption due to the 2015 rate structure;
- Financial reserves required to meet operating and debt reserve requirements; and
- Two different scenarios with regard to the water and sewer line costs incurred in conjunction with the city's street and drainage projects approved in May 2017 by the voters.

- B. **Rate Implementation:** *The 7% increase that is recommended to be implemented in February is expected to provide sufficient financial support for water system costs through the end of FY 2020, the next fiscal year ending September 30, 2020.*

This rate increase is critical to support the debt service payment on the \$35 million in CO's recommended for sale as CO's in this agenda item. Furthermore, approval of the proposed rates needs to take place as the CO sale finalized on January 24, 2019. This agenda packet includes additional information on the proposed structuring of the water rates themselves.



- C. **Baseline and Alternative Bond Issuance:** The Baseline projections above include an additional \$2.6 million for 45th Street water and sewer project costs and \$6 million for contingencies. No other water and sewer costs associated with street projects is included in the \$126 million total. The Alternative approach would allocate \$12.76 million more from water and sewer project costs associated with street projects.

If the city were to continue allocating Water and Sewer CO's to street project that were a part of the May 2017 bond election, this would free up street and drainage bond funding \$12.8 million in cost. If effected immediately, this would require a ten percent increase in rates in 2019 instead of the seven shown under the Baseline. Also, the voter approved GO bonds left unspent would then be available for use on high priority drainage projects. This would include funds for the City's match for grants that might be awarded for major drainage projects such as the drainage pump station project recently announced.

For the time being, the recommendation will be to issue \$35 million in Water and Sewer CO's, while making strategic funding decisions as conditions warrant when street contracts are awarded. The seven percent increase is all that is required to support such a project funding approach.

- D. **Projects targeted for use of the \$35 million from the recommended sale:**

PROGRAM AND CIP NUMBER	PROJECT NAME - ALL CONSTRUCTION	ESTIMATED COUNCIL APPROVAL	TOTALS
WATER			
W1601	10 MILE NEW EST	DEC 2019	\$1,737,500
W1610	PB LAFITTES COVE LOOP	DEC 2019	702,250
W1618	REPLACE WATER VALVES	ONGOING	350,000
W1703	AP PS CONTROLS UPGRADES	OCT 2019	2,743,000
W1701	WELL DISINFECTION / FLUSH	DEC 2019	947,134
W1705	AP PS TANK UPGRADE PH1	SEP 2019	5,765,000
W1802	NON REVENUE WATER MITIG.	ANNUALLY	250,000
W1803	TEICHMAN WL 91ST-96TH	JAN 2020	2,773,000
FD-132	FIRE HYDRANTS	ONGOING	750,000
WWELLS	REHAB WELLS #9, #11	2019	985,000
SUBTOTAL WATER			\$17,002,884
SEWER			
S1701	LS PUMP/ELEC IMPROVE	ANNUAL	\$2,536,000
S1607	PIRATES BEACH WWTP RECONST.	SEP 2019	6,584,400
SSEAWO	SEAWOLF WWTP RECONST.	NOV 2019	1,141,907
S1610	WWTP SLUDGE REMOVAL	2020	5,575,188
ST1806	COUNTY - AVENUE S WL	DEC 2019	1,716,436
ST1807	COUNTY - 23RD WL	DEC 2019	362,600
SUBTOTAL SEWER			\$17,916,531
TOTAL ALL PROJECTS			\$34,919,415

III. **Issues**

- A. The sale of Certificates of Obligation instead of revenue bonds, as allowed by State law, will result in savings to the City estimated at over \$3 million. Water and sewer revenue will still be used to pay all of the debt service resulting from the sale.
- B. The allocation of Water and Sewer CO proceeds to fund the water and sewer portion of street projects provides additional General Obligation bonding authority for drainage projects beyond the \$12.76 million approved in May 2017.



- C. The bond sale schedule calls for approval of the sale and increased water rates to fund the debt service for the sale, both of which will be on the January 24, 2019 City Council agenda.

IV. Fiscal Impact

- a. Cost of issuance – Will be included in the cost of the sale, approximating one percent of proceeds.
- b. Annual Debt Service – Approximately \$2 million to be paid with water and sewer revenues.

V. Recommendation

Approve the resolution calling for public notice of the sale and the preparation of the preliminary official statement as described.



CITY OF GALVESTON, TEXAS

\$35,000,000* Certificates of Obligation, Series 2019

Schedule of Events

December 2018						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

January 2019						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February 2019						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

Date	Event	Responsibility
Thurs., December 13 th	City Council Regular Meeting	City
Fri., December 21 st	Distribute First Draft of POS	BC/FA/DC
Wed., January 2 nd	Comments to Documents	All
Thurs., January 3 rd	Distribute Credit Packages to Rating Agencies	FA
Fri., January 11 th	Rating Agency Calls 9am/10am	City/FA
Wed., January 16 th	Rating Agency Responses	City/FA
Thurs., January 17 th , 2pm CST	Due Diligence Call	All
Fri., January 18 th	Distribute POS	FA/UW/DC
Wed., January 23 rd	Price Bonds	UW/FA/ City
Thurs., January 24 th	City Council Approval of Sale	City/FA
Tues., January 29 th	Distribute Draft of Official Statement ("OS")	FA/DC
Mon., February 4 th	Return Comments to OS	All
Tues., February 5 th	Distribute OS	FA/DC
Wed., February 6 th	Distribute Closing Memorandum	FA
Tues., February 12 th	Closing	All

City	City of Galveston	
FA	Financial Advisor:	Hutchinson, Shockey, Erley & Co.
BC	Bond Counsel:	Bracewell LLP
DC	Disclosure Counsel:	Hunton Andrews Kurth LLP
UW	Underwriters:	TBD
UC	Underwriters Counsel:	TBD

*Preliminary, subject to change.

HutchinsonShockeyErley&Co

RESOLUTION NO. _____

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; APPROVING THE PREPARATION OF A PRELIMINARY OFFICIAL STATEMENT; AND APPROVING OTHER MATTERS INCIDENTAL THERETO

THE STATE OF TEXAS §
COUNTY OF GALVESTON §
CITY OF GALVESTON §

WHEREAS, the City Council of the City of Galveston, Texas (the “City”) deems it advisable to issue certificates of obligation (the “Certificates”) of the City in accordance with the notice hereinafter set forth; and

WHEREAS, the City desires to approve the preparation of a preliminary official statement (the “Preliminary Official Statement”) and to approve an underwriting syndicate in anticipation of its issuance of the Certificates; and

WHEREAS, it is hereby found and determined that the meeting at which this resolution is considered is open to the public as required by law, and public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code; NOW, THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

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

Section 2. The City Secretary is hereby authorized and directed to cause to be published in the manner required by law and in substantially the form attached hereto as Exhibit A, a notice of the City’s intention to issue the Certificates (the “Notice”).

Section 3. The Notice shall be published once a week for two (2) consecutive weeks in a newspaper which is of general circulation in the City, the date of the first publication to be at least thirty-one (31) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates.

Section 4. The City hereby authorizes the preparation and distribution of a Preliminary Official Statement relating to the Certificates and authorizes the City Manager or Assistant City Manager to deem “final” such Preliminary Official Statement within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934.

Section 5. The City's financial advisor, Hutchinson, Shockey, Erley & Co., bond counsel, Bracewell LLP, and disclosure counsel, Hunton Andrews Kurth LLP, are authorized and directed to proceed with the necessary arrangements for the sale of the Certificates, including the preparation of a Preliminary Official Statement in coordination with the Underwriters designated in Section 6 hereof.

Section 6. The City hereby approves an underwriting syndicate consisting of Estrada Hinojosa & Company, Inc. (as book runner), SAMCO Capital Markets Inc. and Piper Jaffray & Co. (collectively, the "Underwriters").

Section 7. The Mayor, City Manager, Deputy City Manager, Director of Finance, City Secretary, and other officers and agents of the City are hereby authorized and directed to do any and all things necessary or desirable to carry out the provisions of this resolution.

Section 8. This resolution shall take effect immediately upon its passage.

Section 9. The notice and agenda relating to this meeting and heretofore posted by the City Secretary, and the posting thereof, are hereby authorized, approved, and ratified.

[Execution Page to Follow]

PASSED AND APPROVED this 13th day of December, 2018.

James D. Yarbrough, Mayor

ATTEST:

Janelle Williams, City Secretary

[SEAL]

APPROVED AS TO FORM:

Donald Glywasky, City Attorney

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Galveston, Texas (the “City”), will meet at City Hall, 823 Rosenberg, Galveston, Texas 77553 at [REDACTED] p.m. on January 24, 2019, which is the time and place tentatively set for the passage of an ordinance and such other action as may be deemed necessary to authorize the issuance of the City’s certificates of obligation, in the maximum aggregate principal amount not to exceed \$35,000,000, payable from ad valorem taxes and from a limited pledge of a subordinate lien on the net revenues of the City’s utility system, bearing interest at any rate or rates not to exceed the maximum interest rate now or hereafter authorized by law, as shall be determined within the discretion of the City Council of the City at the time of issuance of the certificates of obligation, and maturing over a period not to exceed forty years from the date of issuance, for the purposes of evidencing the indebtedness of the City for all or any part of the costs of the (a) construction of any public work, the purchase of materials, supplies, equipment, machinery, buildings, land and rights-of-way for authorized needs and purposes, or payment of professional services related to such projects, to wit: acquisition, construction and installation of certain improvements to the City’s waterworks and sanitary sewer system and (b) payment of costs of issuance for such series of certificates of obligation and other professional services related to the purposes herein.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, this 13th day of December , 2018.

Janelle Williams
City Secretary
City of Galveston, Texas

[SEAL]

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
COUNTY OF GALVESTON §
CITY OF GALVESTON §

I, the undersigned officer of the City Council of the City of Galveston, Texas, hereby certify as follows:

1. The City Council of the City of Galveston, Texas, convened in a regular meeting on the 13th day of December, at the regular meeting place thereof, within said City, and the roll was called of the duly constituted officers and members of said City Council, to wit:

James D. Yarbrough	Mayor
Amy Carmen Bly	Council Member, District 1
Craig Brown	Council Member, District 2
David Collins	Council Member, District 3
Jason Hardcastle	Council Member, District 4
John Paul Listowski	Council Member, District 5
Jackie Cole	Council Member, District 6

and all of said persons were present, except the following absentee(s): _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

RESOLUTION NO. _____

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; APPROVING THE PREPARATION OF A PRELIMINARY OFFICIAL STATEMENT AND NOTICE OF SALE; AND APPROVING OTHER MATTERS INCIDENTAL THERETO

was duly introduced for the consideration of said City Council and read in full. It was then duly moved and seconded that said resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said resolution, prevailed and carried by the following vote:

_____ Member(s) of City Council shown present voted “Aye”.

_____ Member(s) of City Council shown present above voted “No”.

2. A true, full and correct copy of the aforesaid resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said resolution has been duly recorded in said City Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said meeting pertaining to the adoption of said resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED this 13th day of December, 2018.

[SEAL]

City Secretary
City of Galveston, Texas

To: Mike Loftin, Chief Financial Officer
Re: Financial Analysis of the Water/Sewer
System Rates

From: Stantec Consulting Services
Date: December 5, 2018

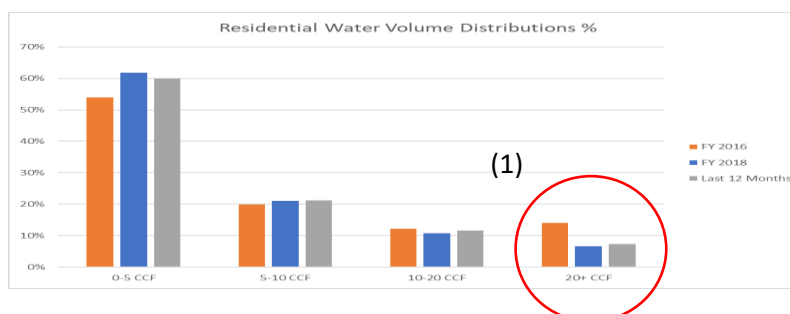
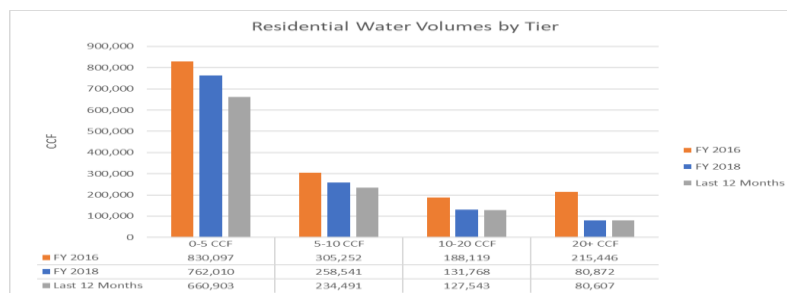
1.0 Introduction

Stantec has worked with the City on annual basis since the last full rate study in 2015. The annual efforts have consisted of a revenue sufficiency analysis to determine the ongoing sustainability of current utility revenue levels. These efforts combined with the City's proactive management of its utility fund have allowed for rate adjustment to be recommended only when they are necessary to sustain the provision of water and wastewater services in the City. This year's engagement with the City consisted of the following analysis:

- Water Conservation Analysis- Review the multi-year trends in water consumption
- Revenue Sufficiency- Review the sufficiency of current revenues
- Rate Structure Modifications- Provide recommendations for rate structure adjustments

2.0 Water Conservation Analysis

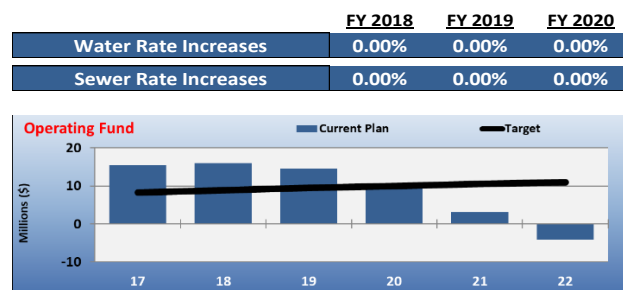
The first component of the analysis this year reviewed the residential customer class volumes since the implementation of the inclining block rates (FY 2016). This effort was intent on identifying trends in consumption since the rates structure modifications, which included a conservation pricing signal. Included below, are the graphical representations of the trends in volume and proportional volume for the residential rate class. Within the data there are two underlying trends of importance since the implementation of the inclining block rates which were placed into service to provide a conservation pricing signal to high volume users. First and most notably, the proportion of volume in the top tier of consumption (20+ CCF per month) has been curtailed (1). For the residential class, the top tier has lost 62% of its FY 2016 volume of 215,446 CCF. Additionally, the residential class in total has shown decreases in the volume billed, much of which is attributable to the top tier of volume loss.



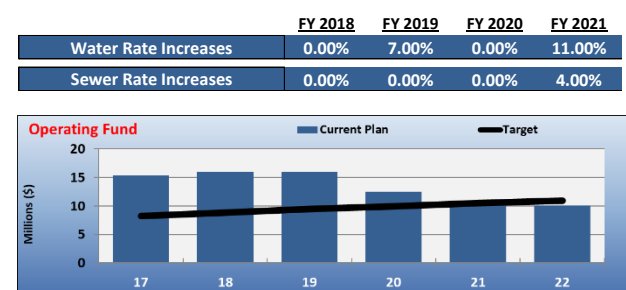
3.0 Revenue Sufficiency Analysis

The revenue sufficiency analysis sought to identify if current water and sewer revenue levels are sufficient to provide for the operations & maintenance, debt service and the capital funding needs of the utility system. The analysis notably included the most current operational budget (FY 2019) projected into the future, the latest estimates for Gulf Cost Water Authority (GCWA) purchased water cost (\$11.58M) in FY 2019, and the City's current capital improvement plan, which includes the need to borrow \$126M over the next 5 years. Current revenue levels cannot sustain the utility's needs over a multiyear period and in the absence of a rate adjustment plan the utility is projected to be unable to maintain positive cash flow and deplete its reserve balances below the minimum targets by FY 2021. The graphics below display the no rate increase scenario (A) and scenario (B) in which rate increase have been sized to meet the needs of the system, which would require a 7% water rate revenue increase effective January 2019.

A. No Increase



B. Sustainable Rate Adjustment Plan



4.0 Rate Structure Adjustments

A component of the analysis this year considered rate structure modifications. The structure modifications sought to recognize and incorporate two distinct components (1) the City has achieved conservation in terms of reduced irrigation volumes from the inclining block rates placed into service in FY 2016 and (2) the fixed cost recovery of the system (currently 18.5% of revenue) could be enhanced to provide for a more stable revenue base that provides resiliency in event of changes in billed volumetric demands. As such, the following changes would reduce the conservation pricing signal by increasing tier 1 rates faster than tier 4 for single family residential customers such that the same overall revenue target according to the needs of the system in section 2 is met, but more revenue is collected in the lower tiers than the current rate structure provides. Additionally, increasing fixed cost recovery from the current level of 18.5% of total revenue would serve to enhance the stability of the utility. The proposed bill calculations shown below include fixed charges that would generate an increase of 1% in fixed cost recovery over current rates and modify the conservation signaling in the tiered rates. The industry standard range for the level of fixed charges is between 20-30% and the City should strive to achieve this level in the future, while being sensitive to lower volume user impacts. The following table incorporates the recommended changes into a bill impact table for single family residential customers at bellwether usage levels.

Residential Water 5/8" Meter Water & Sewer Bill Calculations											
Monthly Use (CCF)	Monthly Use (CF)	Monthly Use (Gal)	Agg. Bills Issued %	Current Water	Proposed Water	Current Sewer	Proposed Sewer	Current FY 18	Proposed (JAN FY 19)	\$ Chg	% Chg
5	500	3,740	71.7%	\$17.64	\$19.68	\$30.20	\$30.20	\$47.84	\$49.88	\$2.04	4.3%
10	1,000	7,480	92.1%	\$37.89	\$41.93	\$47.30	\$47.30	\$85.19	\$89.23	\$4.04	4.7%
15	1,500	11,220	97.9%	\$68.29	\$73.03	\$64.40	\$64.40	\$132.69	\$137.43	\$4.74	3.6%

Residential Water

Base Rates

Meter Size	Old Rate	New Rate
5/8" x 3/4"	\$ 9.54	\$ 10.78
1"	\$ 21.56	\$ 24.36
1 1/2"	\$ 41.58	\$ 46.99
2"	\$ 65.61	\$ 74.14
3"	\$ 129.69	\$ 146.55
4"	\$ 201.78	\$ 228.01
6"	\$ 402.03	\$ 454.29
8"	\$ 642.33	\$ 725.83
10"	\$ 922.68	\$ 1,042.63
12"	\$ 1,723.68	\$ 1,947.76

Volumetric Rates

Tier	Old Rate	New Rate
0-500 CF	\$ 1.62	\$ 1.78
500-1000 CF	\$ 4.05	\$ 4.45
1000-2000 CF	\$ 6.08	\$ 6.22
2000+ CF	\$ 9.12	\$ 9.26

Sprinkler

Base Rates

Meter Size	Old Rate	New Rate
5/8" x 3/4"	\$ 9.54	\$ 10.78
1"	\$ 21.56	\$ 24.36
1 1/2"	\$ 41.58	\$ 46.99
2"	\$ 65.61	\$ 74.14
3"	\$ 129.69	\$ 146.55
4"	\$ 201.78	\$ 228.01
6"	\$ 402.03	\$ 454.29
8"	\$ 642.33	\$ 725.83
10"	\$ 922.68	\$ 1,042.63
12"	\$ 1,723.68	\$ 1,947.76

Volumetric Rates

Tier	Old Rate	New Rate
0-500 CF	\$ 4.05	\$ 4.29
500-1500 CF	\$ 6.08	\$ 6.44
1500+ CF	\$ 9.12	\$ 9.67

Non-Residential

Base Rates

Meter Size	Old Rate	New Rate
5/8" x 3/4"	\$ 9.54	\$ 10.78
1"	\$ 21.56	\$ 24.36
1 1/2"	\$ 41.58	\$ 46.99
2"	\$ 65.61	\$ 74.14
3"	\$ 129.69	\$ 146.55
4"	\$ 201.78	\$ 228.01
6"	\$ 402.03	\$ 454.29
8"	\$ 642.33	\$ 725.83
10"	\$ 922.68	\$ 1,042.63
12"	\$ 1,723.68	\$ 1,947.76

Volumetric Rates

Tier	Old Rate	New Rate
All Metered Use	\$ 4.05	\$ 4.29

CITY OF GALVESTON
CASH RECONCILIATION REPORT
per ADOPTED BUDGET 2019
As of NOVEMBER 30, 2018

Department:	WATER		SEWER		TOTAL
Fund Description:	2008 Bonds	2017 CO Bonds	2008 Bonds	2017 CO Bonds	
Fund #:	40115	40117	42115	42117	ALL FUNDS

CASH RECONCILIATION										
Beginning Balance, Oct 1, 2018	\$	39,050.83	\$	16,719,183.52	\$	3,958,575.65	\$	16,399,995.81	\$	37,116,805.81
Add: Interest FY 2019	\$	-	\$	-	\$	-	\$	-		\$0
Add: FY 2019 Transfers / Revenues / Other Sources		\$0	\$	-		\$0	\$	-		\$0
CASH, TOTAL RESOURCES		\$39,051		\$16,719,184		\$3,958,576		\$16,399,996		\$37,116,806
Less: YTD Expenditures	\$	-		\$0	\$	(44,068.04)	\$	-		(\$44,068)
Less: Payables, Due from	\$	(1,026.26)	\$	(92,659.64)	\$	(173,831.61)	\$	(43,063.00)		(\$310,581)
CASH, ENDING BALANCE		\$38,025		\$16,626,524		\$3,740,676		\$16,356,933		\$36,762,157

BUDGET RECONCILIATION											
CASH, ENDING BALANCE		\$38,025		\$16,626,524		\$3,740,676		\$16,356,933		\$36,762,157	
Add: FY 2019 Outstanding Estimated Revenue, Other Funding Sources, Transfers	\$	-	\$	-	\$	-	\$	-			\$0
Less: Encumbered	\$	-		(\$1,289,811)	\$	(1,064,706.56)	\$	(829,835.70)			(\$3,184,354)
Less: Unencumbered	\$	-		(\$13,850,451)	\$	(2,591,932.66)	\$	(11,317,965.87)			(\$27,760,349)
AVAILABLE FY 2018		\$38,025		\$1,486,262		\$84,037		\$4,209,131		\$5,817,454	

CITY OF GALVESTON
CASH & BUDGET RECONCILIATION REPORT
WATERWORKS REVENUE BONDS, SERIES 2008 FUND 40115
AS OF November 30, 2018

Cash Reconciliation	
Cash, Beginning Balance Oct 1, 2018	\$ 39,050.83
FY 2019: Interest	\$ -
Total Cash Resources	\$ 39,050.83
Less: Expenditures	\$ -
Less: Accounts Payable as of 10/1/2017	\$ (1,026.26)
CASH, ENDING BALANCE AS OF 11/30/18	\$ 38,024.57

Budget Reconciliation	
Cash, Ending 11/30/18	\$ 38,024.57
FY 2018: Transfers	\$ -
Total Cash/Budget	\$ 38,024.57
Less: Encumbered	\$ -
Less: Unencumbered	\$ -
Available FY 2018	38,025

PROJECT	COUNCIL APPROVAL	ACTIVITY CODE	APPROVED BUDGET	CASH PAID OUT	ENCUMBERED	TOTAL	PLANNED COMMITMENT
REHAB - 30" 1890 WATERLINE (CAUSEWAY)	AUG 2016	W1605	0	0	0	0	0
TOTAL BUDGET (established)			\$0	\$0	\$0	\$0	\$0

CITY OF GALVESTON
CASH & BUDGET RECONCILIATION REPORT
WATERWORKS CO 2017 BONDS FUND 40117
AS OF November 30, 2018

Cash Reconciliation	
Cash, Beginning Balance Oct 1, 2017	\$ 16,719,183.52
FY 2019: Interest	\$ -
FY 2019: Other	\$ -
Total Cash Resources	\$ 16,719,183.52
Less: Expenditures	-
Less: Accounts Payable as of 10/1/2017	\$ (92,659.64)
CASH, ENDING BALANCE AS OF 11/30/18	\$ 16,626,523.88

Budget Reconciliation	
Cash, Ending 11/30/18	\$ 16,626,523.88
FY 2018: Transfers	\$ -
FY 2018: Other	\$ -
Total Cash/Budget	\$ 16,626,523.88
Less: Encumbered	(\$1,289,811)
Less: Unencumbered	(\$13,850,451)
Available FY 2018	1,486,261.60

PROJECT	COUNCIL APPROVAL	ACTIVITY CODE	APPROVED BUDGET	CASH PAID OUT	ENCUMBERED	TOTAL	PLANNED COMMITMENT
PROJECTS							
GULF DRIVE - 6" WL	APR 2017	W1608	403,832		0	0	403,832
10 MILE RD ELEVATED STORAGE TANK		W1601	250,000				250,000
LAFITTE'S COVE LOOP		W1610	702,250				702,250
AIRPORT PUMP STATION (PUMPS&CONTROLS)		W1703	24,000		0	0	24,000
30" WL - RAILROAD BRIDGE / HARBORSIDE	JAN 2017	W1704	473,430		48,000	48,000	425,430
AIRPORT PUMP STATION (TANK UPGRADE PH 1)	DEC 2017	W1705	645,800		580,159	580,159	65,641
24" WL - 59TH ST PS TO AIRPORT PUMP STATION	JAN 2017	W1707	10,172,169		358,000	358,000	9,814,169
61ST ST BRIDGE WATERLINE	NOV 2017	W1709	0		32,923	32,923	(32,923)
30" WL - 71ST TO 59TH PUMP STATION		W1801	473,430		0	0	473,430
NON REVENUE WATER MITIGATION PROGRAM	2017	W1802	266,901		70,730	70,730	196,171
WATER CONTINGENCY - CAPITAL PROJECTS		WCONT	898,700		0	0	898,700
REHAB WATER WELLS #9		WWELLS	250,000			0	250,000
FIRE HYDRANTS (HURRICANE IKE) (1)		FD-132	0			0	0
TEICHMAN WL 91ST-96TH		W1803	379,750			0	379,750
37TH ST - BROADWAY TO SEAWALL		ST1901	200,000		200,000	200,000	0
COUNTY - AVENUE S WATERLINE	pending	ST1807			0	0	0
COUNTY - 23RD WATERLINE	pending	ST1806			0	0	0
TOTAL BUDGET (established)			\$15,140,262	-	\$1,289,811	\$1,289,811	\$13,850,451

CITY OF GALVESTON
CASH & BUDGET RECONCILIATION REPORT
SEWER REVENUE BONDS, SERIES 2008 FUND 42115
AS OF November 30, 2018

Cash Reconciliation	
Cash, Beginning Balance Oct 1, 2018	\$ 3,958,575.65
FY 2019: Interest	\$ -
Total Cash Resources	\$ 3,958,575.65
Less: Expenditures	\$ (44,068.04)
Less: Accounts Payable as of 10/1/2018	\$ (173,831.61)
CASH, ENDING BALANCE AS OF 11/30/18	\$ 3,740,676.00

Budget Reconciliation	
Cash, Ending 11/30/18	\$ 3,740,676.00
FY 2018: Transfers	\$ -
Total Cash/Budget	\$ 3,740,676.00
Less: Encumbered	\$ (1,064,706.56)
Less: Unencumbered	\$ (2,591,932.66)
Available FY 2018	84,037

PROJECT	COUNCIL APPROVAL	ACTIVITY CODE	APPROVED BUDGET	CASH PAID OUT	ENCUMBERED	TOTAL	PLANNED COMMITMENT
PROJECTS (1)							
PELICAN ISLAND WWTP		SW-165	-	-	-	0	0
L/S PUMP & ELECTRICAL UPGRADES	2017	S1701	385,373		164,193	164,193	221,180
AIRPORT WWTP	2018	SW-159	921,474	44,068	900,514	944,582	(23,107)
CLOSED PROJECTS 2017 (Finalizing accounting)							
ALTERNATE FUNDING SOURCE (2)							
8 MI SUNNY SEWER	to 42117	S1609	2,393,860	0	0	0	2,393,860
WWTP - SLUDGE/GRIT REMOVAL	to 42117	S1610		0	0	0	0
TOTAL BUDGET (established)			3,700,707	44,068	1,064,707	1,108,775	2,591,933

(1) Projects are funded utilizing the First In First Out method of resources available.

(2) Project budgets will be funded with an alternate funding source.

CITY OF GALVESTON
CASH & BUDGET RECONCILIATION REPORT
SEWER CO 2017 BONDS FUND 42117
AS OF November 30, 2018

Cash Reconciliation	
Cash, Beginning Balance Oct 1, 2018	\$ 16,399,995.81
FY 2019: Interest	\$ -
FY 2019: CO Bonds, 2017 - Sewer	\$ -
Total Cash Resources	\$ 16,399,995.81
Less: Expenditures	\$ -
Less: Accounts Payable as of 10/1/2017	\$ (43,063.00)
CASH, ENDING BALANCE AS OF 11/30/18	\$ 16,356,932.81

Budget Reconciliation	
Cash, Ending 11/30/18	\$ 16,356,932.81
FY 2018: Transfers	\$ -
FY 2018: Other	\$ -
Total Cash/Budget	\$ 16,356,932.81
Less: Encumbered	\$ (829,835.70)
Less: Unencumbered	\$ (11,317,965.87)
Available FY 2018	4,209,131.24

PROJECT	COUNCIL APPROVAL	ACTIVITY CODE	APPROVED BUDGET	CASH PAID OUT	ENCUMBERED	TOTAL	PLANNED COMMITMENT
PROJECTS							
PIRATES BEACH WWTP	<i>planning</i>	S1607	6,559,400	0	0	0	6,559,400
8 MI SUNNY SEWER -design & construction	<i>to 42115</i>	S1609		0	0	0	0
LIFT STATION PUMP/ELECTRIC IMPROVE		S1701	2,286,000				
WEST END (UNSERVED AREAS)	<i>planning</i>	S1702	595,000	0	0	0	595,000
SEAWOLF WWTP RECONSTRUCTION	JAN 2016	SSEAWO	991,907	0	0	0	991,907
WWTP - SLUDGE/GRIT REMOVAL	<i>pending</i>	S1610	963,235	0	620,612	620,612	342,623
37TH ST - BROADWAY TO SEAWALL		ST1901	209,224	0	209,224	209,224	0
SEWER CONTINGENCY		SCONT	750,000			0	750,000
COUNTY - AVENUE S WATERLINE	<i>pending</i>	ST1807	362,600	0	0	0	362,600
COUNTY - 23RD WATERLINE	<i>pending</i>	ST1806	1,716,436	0	0	0	1,716,436
				0	0	0	
TOTAL BUDGET (established)			14,433,802	0	829,836	829,836	11,317,966