

**NOTICE OF MEETING
CITY COUNCIL OF THE CITY OF GALVESTON
THURSDAY - AUGUST 22, 2019 - 1:15 P.M.
COUNCIL CHAMBERS - CITY HALL
823 ROSENBERG, GALVESTON, TEXAS
TELEPHONE: (409) 797-3510**

REGULAR MEETING AGENDA

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER
2. ROLL CALL
3. INVOCATION
Rev. Aaron Sanders - Coastal Community Church
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
 - a. Better Parks for Galveston - Donation to the City of Galveston for Jones Park
 4. Reminders regarding City Council events
 5. Reminders regarding community events
 6. Health and safety announcement
 - 6.B. Families, Children And Youth Board - Annual Report (Bly)
 - 6.C. The Investment Report For Quarter Ended June 30, 2019 Presented As Part Of The City Manager's Report. (M. Loftin)

Documents:

[STAFF REPORT INVESTMENT REPORT 2ND QTR.PDF](#)
[CITY OF GALVESTON INVESTMENT REPORT 6.30.19.PDF](#)
[GALVESTON IDC INVESTMENT REPORT 6.3.0.19.PDF](#)
[ECONOMIC REVIEW AND INVESTMENT STRATEGY.PDF](#)
7. COMMUNICATIONS AND PETITIONS
Claims: 19-065 - John and Candace Symon; 19-066 - Marcus Carter; 19-067 - Sebouh

Haroutunian; 19-068 - Iris and Ray Falcon; 19-069 - Darrell Walker; 19-070 - Jhonny Langer; 19-071 - Austin William Vargas.

8. PUBLIC HEARINGS

- 8.A. Conduct A Public Hearing On The Proposed Tax Rate Of \$0.582344 For FY 2020. (M. Loftin)

Documents:

[FY 2020 PROPERTY TAX RATE PUBLIC HEARING NUMBER ONE STAFF REPORT.DOC](#)
[2019 NOTICE OF PUBIC HEARING CITY OF GALVESTON FINAL.DOC](#)
[TAX RATE NOTICE.PDF](#)

- 8.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Abandoning Property Adjacent To 10702 Schaper Drive And Adjacent Property To The West And South And Adjacent Properties Are Legally Described As The South 1,115 Feet Of Lot 397 (397-3); And The North Portion Of Lot 398 (398-2); Trimble And Lindsey, Section 1; And Lots 370-373, 388-395, 406, 408-415, 417, 426-430, 433-436, 448-450, 453, 470 And Part Of Lots 368, 369, 374, 375, 398, 399, 405 And Adjacent Right Of Way, Trimble And Lindsey, In The City And County Of Galveston, Texas; Planning Case Number 19P-043; Making Various Findings And Provisions Related To The Subject. (J. Norman)

Documents:

[19P-043 STF - CC PKT.PDF](#)

- 8.C. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The 2015 Galveston Land Development Regulations To Comply With State Law Legislative Changes, Including But Not Limited To; Providing For Exemptions Regulating Building Materials For Historic Landmarks And Districts; Regulations Regarding Designation Of Local Historic Landmarks; Regulatons Regarding Time Frame For Review Of Plats/Replats; Regulations Regarding Acceptance Of An Affidavit As Authorization To Obtain City Permit Relating To Real Property; And Regulations Regarding Time Frame Of Filing Of Appeals To The City's Boards Of Adjustments; Planning Case Number 19ZA-005; Providing For An Effective Date; Making Various Findings And Provisions Related To The Subject. (C. Gorman)

Documents:

[19ZA-005 STF RPT PKT.PDF](#)

- 8.D. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The 2015 Galveston Land Development Regulations, Article 9: "Landscaping", To Add Division 9.600, "Palm Preservation", To Provide For The Protection Of Certain Palm Species; Planning Case Number 19ZA-006; Making Various Findings And Provisions Related To The Subject. (C. Gorman)

Documents:

[19ZA-006 STF RPT PKT.PDF](#)

- 8.E. Landmark Designation - 1426 Avenue M

Consider For Approval An Ordinance Of The City Of Galveston, Texas, Designating The Property Located At **1426 Avenue M**, As A "Galveston Landmark", Property Is

Legally Described As M. B. Menard Survey, Part Of Lots 13 And 14 (13-2), Block 14 A.K.A. Lot B Special Subdivision, In The City And County Of Galveston, Texas; Requesting The Historic Preservation Officer Record The Property's Landmark Designation In The Official Public Records Of Real Property In Galveston County, The Tax Records Of The City Of Galveston And The Central Appraisal District, And The Official Zoning Maps Of The City Of Galveston, Texas; Designating The Site As A Historically Or Archeological Significant Site In Need Of Tax Relief To Encourage Its Preservation; Planning Case Number **19P-042**; Making Various Findings And Provisions Related To The Subject. (D. Lunsford)

Documents:

[19P-042 CC PKT.PDF](#)

8.F. Landmark Designation - 3417 Avenue Q 1/2

Consider for approval an Ordinance Of The City Of Galveston, Texas, Designating The Property Located At **3417 Avenue Q 1/2**, As A "Galveston Landmark", Property Is Legally Described As M. B. Menard Survey, Lot 3, Southwest Block 112, Galveston Outlots, In The City And County Of Galveston, Texas; Requesting The Historic Preservation Officer Record The Property's Landmark Designation In The Official Public Records Of Real Property In Galveston County, The Tax Records Of The City Of Galveston And The Central Appraisal District, And The Official Zoning Maps Of The City Of Galveston, Texas; Designating The Site As A Historically Or Archeological Significant Site In Need Of Tax Relief To Encourage Its Preservation; Planning Case Number **19P-041**; Making Various Findings And Provisions Related To The Subject. (D. Lunsford)

Documents:

[19P-041 CC PKT.PDF](#)

- 8.G. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Granting A Variance Pursuant To Section 4-1 "Sales Near Schools, Churches Or Hospitals" Of "The Code Of The City Of Galveston, 1982 As Amended" And In Accordance With Section 109.33(E) Of The Texas Alcoholic Beverage Code; Regarding The Sale Of Alcoholic Beverages On Property Located At 3228 Broadway / Avenue J; Which Is Legally Described As "M. B. Menard Survey, Lots 4 & 5, Block 212, In The City And County Of Galveston Texas And Which Is Located Within Three Hundred Feet Of A School, Church, Or Hospital; Planning Case Number 19PA-040; Making Various Findings And Provisions Related To The Subject. (D. Lunsford)

Documents:

[19PA-040 CC PKT.PDF](#)

9. PUBLIC COMMENT

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

10. ORDINANCES (NOT REQUIRING PUBLIC HEARINGS)

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 Collective Bargaining Agreement Between The City Of Galveston And The International Association Of Fire Fighters Local 571 For The Period Of October 1, 2019 Through September 30, 2023 (K. Etienne).

Documents:

[TENTATIVE FIRE CBA FINAL \(8-9-2019\) - REDLINED.PDF](#)

- 11.B. Consider For Approval A Collective Bargaining Agreement Between The City Of Galveston And The Galveston Municipal Police Association For The Period Of October 1, 2019 Through September 30, 2023. (K. Etienne)

Documents:

[GALVESTON POLICE CBA FINAL TA REDLINED 2019 0808 - SIGNED.PDF](#)

- 11.C. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Authorizing The Resale Of Tax Foreclosed Properties, Providing That Such Resale Of Said Properties Are The Recommendations Of The Galveston Tax Foreclosed Property Resale Committee; That The Properties Are To Be Offered For Public Sale By The Galveston County Sheriff Who Has The Authority To Execute A Tax Resale Deed On Behalf Of The City And All Taxing Entities Made A Party To The Tax Foreclosure Judgment; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date. (Legal)

Documents:

[RESOLUTION AUTHORIZING REALES - AUGUST 2019.DOCX](#)

- 11.D. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Distributing And Awarding Fiscal Year 2020 Hotel Occupancy Tax Revenues To Eligible Arts And Historic Preservation Organizations Under Multi-Year Agreements; Authorizing The City Manager To Execute Contracts With Such Recipients; Directing The City Secretary To Send A Certified Copy Of The Resolution To The Park Board Of Trustees; Providing For Findings Of Fact And Providing For An Effective Date. (Legal)

Documents:

[RESOLUTION - FISCAL YEAR 20 FOR ARTS AND HISTORIC.DOCX](#)

- 11.E. Consider For Approval A Resolution Of The City Of Galveston, Texas, Dissolving The City Of Galveston Sister-City Partnerships With Trivandrum, India And The Armavir Region Of Armenia, And Repealing Resolutions No. 94-49 And No. 01-011; Directing The City Secretary To Send A Certified Copy Of This Resolution To Sister Cities International; Making Various Findings And Provisions Related To The Subject. (Legal)

Documents:

[DISSOLVING SISTER CITIES.DOC](#)

- 11.F. 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 College Allowing For The Use Of Bernard Davis/Pony Colt Stadium For The Upcoming Baseball Season; Approving And Authorizing The City Manager To Execute The Agreement; Providing For Findings Of Fact And Providing For An Effective Date. (M. Rabago)

Documents:

[STAFF REPORT - GALVESTON COLLEGE INTERLOCAL PONY COLT FIELD 8-22-19.PDF](#)
[INTERLOCAL AGREEMENT CITY OF GALVESTON AND GALVESTON COLLEGE BASEBALL STADIUM.DOC](#)
[RESOLUTION--INTERLOCAL WITH GALVESTON COLLEGE BASEBALL.DOC](#)

- 11.G. Consider For Approval The Garten Verein Lease Agreement Between The City Of Galveston And Galveston Historical Foundation. (Legal)

Documents:

[2019 GARTEN VEREIN LEASE CLEAN - DF REV 8-15-19.DOC](#)
[GARTEN VERIEN INSURANCE REVIEW- DRAFT EXHIBIT A-DF REV.DOC](#)

- 11.H. Consideration Of Authorization Of The City Manager To Execute An Agreement To Extinguish And Terminate Easement Covenants Conditions And Restrictions Existing Between The County Of Galveston And The Lowe's Corporation Incidental To The County Purchase Of That Tract Upon Approval Of The City Attorney. (Legal)

Documents:

[STAFF REPORT RELATED TO LOWES COUNTY TERMINATION OF COVENANTS.PDF](#)
[EASEMENT COVENANTS.PDF](#)

- 11.I. Consider For Approval The Acceptance Of A Donation Of Twenty-Five Thousand Dollars (\$25,000.00) From Better Parks For Galveston Towards The Renovation Of Jones Park, Located At 71st And Jones Drive. (B. Sanderson)

Documents:

[DONATION BETTER PARKS 2019.PDF](#)

- 11.J. Consider For Action To Continue To Receive A Share Of Bingo Prize Fees After January 1, 2020. (M. Loftin)

Documents:

[BINGO TAX ACCEPTANCE.PDF](#)

- 11.K. Consider For Approval The Allocation Of An Additional \$200,000 For The Purchase Of Street Materials From Century Asphalt, MDN, Core & Main Under The Award Of Bid #19-011. (M. Loftin)

Documents:

[STAFF REPORT STREET MATERIALS UNDER BID AWARD 19-011.DOCX](#)
[BID AWARD AGENDA ITEM FOR STREET MATERIALS APPROVED 6.27.2019.PDF](#)

- 11.L. Consider For Approval To Authorize The City Manager Or His Designee To Execute A Certification Of Consistency With The Consolidated Plan (HUD Form-2991) For The Salvation Army. (A. Law)

Documents:

[STAFF REPORT - COC FOR SALVATION ARMY.PDF](#)

- 11.M. Consider For Approval Authorizing The City Of Galveston Municipal Court Of Record To Implement An Incentive-Based Initiative Between Tuesday, September 3, 2019 At 8:00 A.m. And Monday, September 30, 2019 At 4:00 P.m. (The "Amnesty Program") That Will Waive/Dismiss Charges For Failure To Appear And/Or Violation Of Promise To Appear Assigned To Each Underlying Offense Affording Violators The Opportunity To Pay The Original Fine Amount Plus Court Costs In Full. (G. Lopez)

Documents:

[AMNESTY PROGRAM 2019 - STAFF REPORT.PDF](#)

- 11.N. Consider For Approval Authorizing The Payment Of \$4,693.01 To Tyler Technologies For Software Maintenance Of The Court Case Management System Used By Municipal Court. The Funding Source Is The General Fund Maintenance Contracts Account. (G. Lopez)

Documents:

[TYLER TECHNOLOGIES SOFTWARE MAINTENANCE - STAFF REPORT.PDF](#)
[TYLER TECHNOLOGIES INVOICE.PDF](#)

- 11.O. Consider For Approval A Rental Lease Agreement With Sullivan Newport Ltd For A Commercial Property Located At 5701 Harborside, Amending The Lease Extension Terms To A Month To Month Option With An End Date Not To Exceed December 31.2019 (C. Kenworthy)

Documents:

[SULLIVAN SECOND AGREEMENT AMENDMENT COUNCIL DOCUMENTS.PDF](#)

- 11.P. Consider For Approval Awarding RFP 19-13A For Air Traffic Control Tower Improvements To J. W. Kelso Company, Inc. And Approve An Expenditure In The Amount Of \$415,492.00. (M. Shahan).

Documents:

[STAFF REPORT - RFP19-13A ATCT IMPROVEMENTS.PDF](#)

- 11.Q. Consider For Approval An Expenditure In The Amount Of \$63,500.00 To The Texas Department Of Transportation, Aviation Division As The Required Ten (10%) Percent Match For The Airport Master Plan And Engineering/Design For Rehabilitation Of Runway 18/36, South Apron Phase 1, 2 & 3 And The South Ramp Pavement Project (TxDOT Project No. 20MPGLVST). (M. Shahan)

Documents:

[STAFF REPORT - AIRPORT MASTER PLAN AND CIP DESIGN.PDF](#)

- 11.R. Consider For Approval Of Change Order No. 2 To The Contract With LEM Construction Co., Inc., For The Airport Wastewater Treatment Plant Improvements Project, Increasing The Contract By \$133,205.85 From The Amount Of \$6,940,471.24 To A New Total Amount Of \$7,073,677.09. (D. Anderson)

Documents:

[LEM CONSTRUCTION - AIRPORT WWTP - CHANGE ORDER 2.PDF](#)

- 11.S. Consider For Approval Of Change Order #4 To The Contract With Construction LTD, For The Fire Station #1 New Site Construction And Existing Site Demolition Project Increasing The Contract By \$165,784.00, From The Amount Of \$9,875,172.00 To The Amount Of \$10,040,956.00, And Extending The Contract Term By 94 Days. (D. Anderson)

Documents:

[CONSTRUCTION LTD - FS 1 - CHANGE ORDER 4.PDF](#)

- 11.T. Consider For Approval Change Order #2 To The Contract With J. W. Kelso Company, Inc., For The City Of Galveston Public Works Facility Project, Increasing The Contract By \$113,528.00 From The Amount Of \$10,578,444.20 To The Amount Of \$10,691,972.20. (D. Anderson)

Documents:

[J. W. KELSO - PUBLIC WORKS FACILITY PROJECT - CHANGE ORDER 2.PDF](#)

- 11.U. Consider For Approval Adding \$37,308.37 To The Burditt Consultant, LLC Authorized Not To Exceed \$400,000.00 Fee For Additional Construction Management Services On The Park At 5301 Avenue S (Crockett Park). Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)

Documents:

[BURDITTAMENDMENT.PDF](#)
[2019-08-15_CONTRACT ADDENDUM_DRAFT.PDF](#)

- 11.V. Consider For Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock (Sewer Jet Trailer) And Associated Equipment From Kinloch Equipment Through Buy Board For A Total Price Of \$53,999 And Authorize The City Manager. (D. Smith)

Documents:

[KINLOCH JETTER PURCHASE PACKET.PDF](#)

- 11.W. Consider For Approval Of The Annual Payment Totaling \$22,900 For The Shah Transportation Manager / NewGen Dispatch Licensing And Software Support Which Will Be Funded By The Island Transit Maintenance Contracts Account. (D. Smith)

Documents:

[SHAH SOFTWARE 2019-20 PACKET.PDF](#)

- 11.X. Consider For Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock (Service Tahoe) And Associated Equipment From Caldwell Country Through Buy Board

For A Total Price Of \$36,930. (D. Smith)

Documents:

[CALDWELL PURCHASE PACKET.PDF](#)

- 11.Y. Consider For Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock (Service F150 PU) And Associated Equipment From Silsbee Ford Through Buy Board For A Total Price Of \$22,352. (D. Smith)

Documents:

[SILSBEE PURCHASE PACKET.PDF](#)

- 11.Z. Consider For Approval The Purchase And Installation Of Picnic Table And Park Bench Slats For Seawall Fort Crockett IZard Battery Park Amenities In The Amount Of \$13,100.48 From Fun Abounds (BuyBoard Contract #512-16). (M. Rabago)

Documents:

[STAFF REPORT - FORT CROCKETT REPAIRS 8-22-19.PDF](#)

- 11.AA. Consider For Approval Minutes Of The June 27, 2019 Workshop And Regular Meeting, And The July 25, 2019 Workshop And Regular Meeting. (J. Williams)

Documents:

[MINUTES - AUG MEETING.PDF](#)

- 11.BB. Receive And File The Following Documents: (Yarbrough)

1. A letter to Galveston Economic Development Partnership related to the Exploration of Maritime Infrastructure Enhancements.
2. Mayoral appointments to the Galveston Housing Authority - reappointment of Raymond Turner and appointment of Angela Brown

Documents:

[EXPLORATION OF MARITIME INFRASTRUCTURE ENHANCEMENTS - SIGNED.PDF](#)
[COM - GHA - LETTER-APPOINTMENT - TURNER, RAYMOND - 7_11_2019.PDF](#)
[COM - GHA - LETTER-APPOINTMENT - BROWN, ANGELA - 7_11_2019.PDF](#)

- 11.CC. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Supporting Legislation That Grants States Greater Authority To Address Excessive Delays At Railroad Crossings, In Consultation With Affected Municipalities. (Legal)

Documents:

[RESOLUTION - ADDRESS EXCESSIVE RAILROAD CROSSING TRAIN DELAYS.DOCX](#)

12. ACTION ITEMS

- 12.A. Discuss And Consider For Action On Results Of A Public Meeting Which Was Held On

April 11, 2019, With Regard To Proposed Fare Changes For Island Transit Fixed Route And Demand Response Services. (R. Beverlin)

Documents:

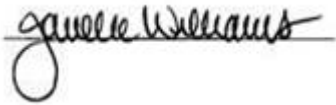
[BACKGROUND - PROPOSED CHANGES FOR ISLAND TRANSIT - AUGUST 2019.PDF](#)
[ISLAND TRANSIT COMMENT FORM ENGLISH 03-29-19 RB.PDF](#)
[ISLAND TRANSIT LEGAL NOTICE 032619-RB COMMENTS.PDF](#)
[PUBLIC COMMENTS - APRIL 2019 PUBLIC MEETING AND COMMENT PERIOD.PDF](#)
[PUBLIC MEETING SIGN-IN SHEET APRIL 2019.PDF](#)

12.B. Discuss And Consider Appointments To The Following City Boards, Commissions, And Committees:

1. Industrial Development Corporation

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 August 16, 2019 at 12:15 P.M.

A handwritten signature in black ink, appearing to read "Janelle Williams", written over a horizontal line.

Janelle Williams, City Secretary

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

Finance Department
PO Box 779 | Galveston, TX 77553-0779
| 409-797-3562

August 22, 2019

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

From: Michael Loftin, Assist. City Manager Finance

RE: **The investment report for quarter ended June 30, 2019 presented as part of the City Manager's report.**

I. **Background**

As provided by state law and the City's local policy, not less than quarterly, the investment officers prepare and submit to the governing body of the City a written report of investment transactions for all funds covered by Texas Government Code Section 256.023 for the preceding reporting period.

II. **Current Situation**

The City approved investment advisory consulting firm, Hilltop Securities Asset Management prepared and submitted the quarter report at the Finance, Fiscal Affairs and Investment Advisory committee meeting held on August 13, 2019.

The City's investment portfolio market value totaled over \$136M at June 30, 2019 down from previous quarter by \$29.5M primarily due to (1) the separation of Galveston IDC cash totaling just over \$11M, (2) bond principal and interest payments in the amount of \$8.5M and (3) approximately \$10M for unreimbursed CIP projects.

The portfolio included U.S. Treasuries and Federal Agency securities along with balances in money market mutual funds and local government investment pools. The weighted average yield to maturity of the investment portfolio was 2.461% up from 2.446% at March 31, 2019.

III. **Recommendations**

Make available the City's quarter ending June 30, 2019 Investment Report.

IV. **Fiscal Impact Report**

None.





Investment Portfolio Summary

City of Galveston



For the Quarter Ended

June 30, 2019

Report Name

Certification Page
Executive Summary
Benchmark Comparison
Detail of Security Holdings
Change in Value
Earned Income
Investment Transactions
Amortization and Accretion
Projected Fixed Income Cash Flows

MARKET RECAP - JUNE 2019:

June started off on a sour note as trade tensions ramped up after the administration threatened tariffs on Mexican imports in an attempt to address issues with immigration and border security. A week later, it was announced the tariffs would not take effect as the Mexican government had agreed to step up their efforts at the border. The trade outlook with China dimmed after the President reiterated his firm stance on tariffs and China pledged to "fight to the end." All eyes were on the G-20 Summit in late June in hope of something resembling a resolution. The meeting ultimately resulted in a cease-fire and an agreement to restart negotiations, sending the S&P 500 to a new all-time high.

Factory managers are feeling the effects of tariffs, while their more domestically focused service sector counterparts appear better insulated. The ISM manufacturing index continued its descent in May, sliding to the lowest level since October 2016 at 52.1. In contrast, the ISM non-manufacturing index rose to 56.9 in May, its highest level since February, with the employment component reaching a two-year high. Nonfarm payrolls added just 75k jobs in May, falling well below the Bloomberg median forecast for 175k. Downward revisions to March and April subtracted a net 75k jobs, completely negating the May gains. Headline unemployment held steady at a five-decade low of 3.6%, but this was bit deceptive as the participation rate has retreated over the last three months and was back near a 40-year low. May retail sales rose by +0.5%, just below the median forecast, but the big surprise was a recalculation of April sales, revised significantly higher from -0.2% to +0.3%. The important "control group" figure used in GDP calculations climbed +0.5% in May, while April was revised upward from 0.0% to +0.4%. The Consumer Price Index showed less price pressure than expected as both headline and core CPI rose by just +0.1% during May. On a year-over-year basis, overall consumer inflation slowed from +2.0% to +1.8%, while core CPI slowed from +2.1% to +2.0%. Fed Chair Jerome Powell has said on a number of occasions that the lack of price pressures early in the year is transitory, suggesting that the Fed was willing to wait patiently for inflation to turn upward. The weak CPI report disputes this transitory idea and supports the market's belief that the Fed will cut the overnight rate this summer.

At its mid-June meeting, the FOMC voted to hold the fed funds target rate steady in a range from 2.25% to 2.50%. However, the decision was not unanimous as St. Louis Fed President James Bullard preferred an immediate 25 basis point cut. As expected, the committee altered its message, shifting dovishly and opening the door to rate cuts in the near future. Following the FOMC meeting, a wave of new rate forecasts were published, with many Wall Street economists completely shifting gears. Bloomberg unexpectedly released a mid-month update to its survey of economists because so many opinions had changed. The majority surveyed now expect between 25 and 75 basis points of easing this year, with the first rate cut expected at the end of July. Bond yields continued their slide with the two-year Treasury note closing the month at 1.76% and the 10-year at 2.00%.

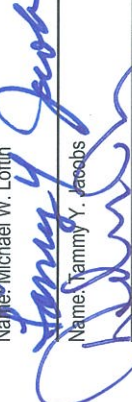
For the Quarter Ended

June 30, 2019

This report is prepared for the **City of Galveston** (the "Entity") in accordance with Chapter 2256 of the Texas Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that: "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the Entity's investment officers and includes the disclosures required in the PFIA. To the extent possible, market prices have been obtained from independent pricing sources.

The investment portfolio complied with the PFIA and the Entity's approved Investment Policy and Strategy throughout the period. All investment transactions made in the portfolio during this period were made on behalf of the Entity and were made in full compliance with the PFIA and the approved Investment Policy.

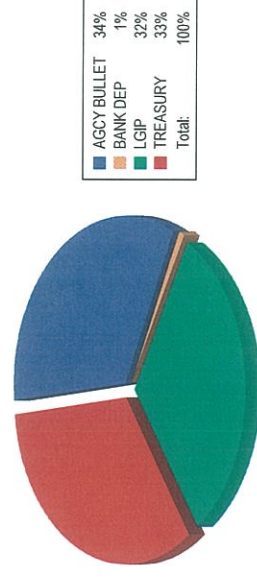
Officer Names and Titles:

 Name: Michael W. Loftin Title: Asst. City Manager-Finance	 Name: Tammy Y. Jacobs Title: Executive Director & City Controller
 Name: Debbie Jordan Title: Accounting Manager	

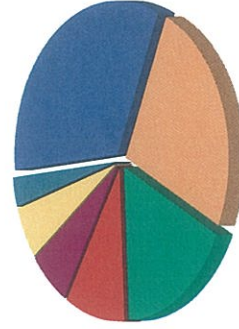


Account Summary

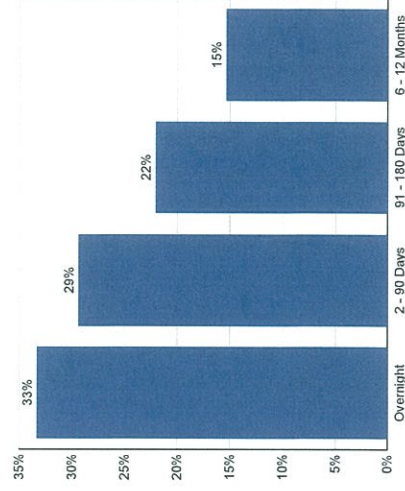
	Beginning Values as of 03/31/19	Ending Values as of 06/30/19
Par Value	166,431,213.05	136,678,027.96
Market Value	166,052,313.07	136,457,467.24
Book Value	166,034,143.46	136,386,768.28
Unrealized Gain /(Loss)	18,169.61	70,698.96
Market Value %	100.01%	100.05%
Weighted Avg. YTW	2.446%	2.461%
Weighted Avg. YTM	2.446%	2.461%



Allocation by Issuer

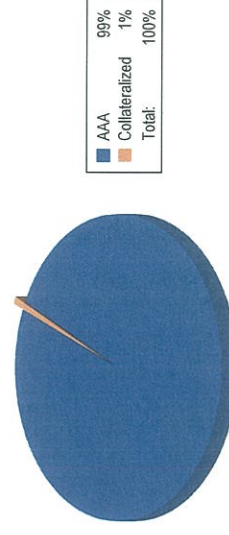


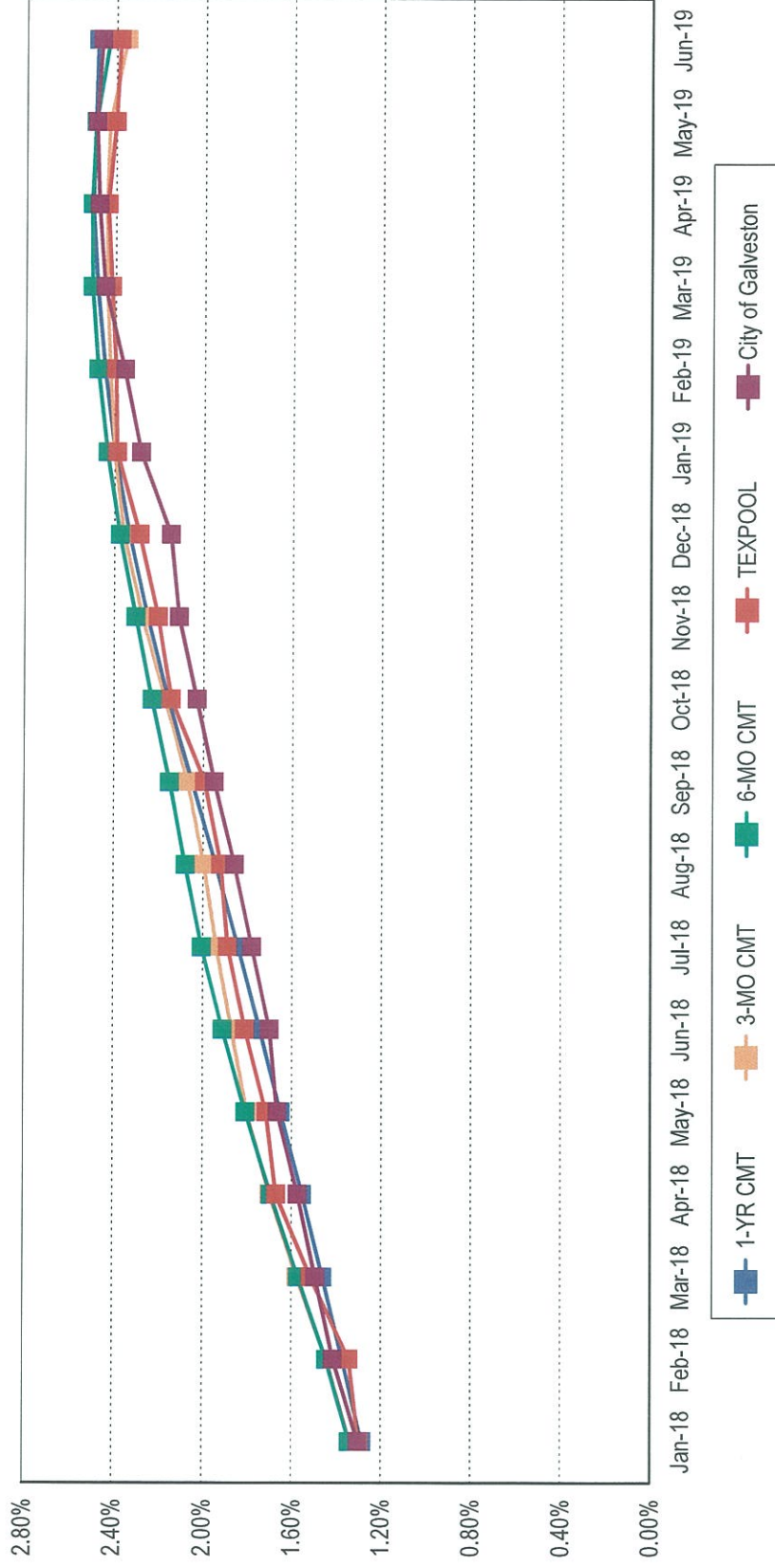
Maturity Distribution %



Weighted Average Days to Maturity: 74

Credit Quality





Note 1: CMT stands for Constant Maturity Treasury. This data is published in Federal Reserve Statistical Release H.15 and represents an average of all actively traded Treasury securities having that time remaining until maturity. This is a standard industry benchmark for Treasury securities. The CMT benchmarks are moving averages. The 3-month CMT is the daily average for the previous 3 months, the 6-month CMT is the daily average for the previous 6 months, and the 1-year and 2-year CMT's are the daily averages for the previous 12-months.

Note 2: Benchmark data for TexPool is the monthly average yield.



HilltopSecurities
Asset Management.

City of Galveston
Detail of Security Holdings
As of 06/30/2019

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW				
Operating Fund																					
FROSTGLVS		BANK DEP	FrostBk Sweep - Repo					1,098,000.00	100.000	1,098,000.00	1,098,000.00	100.000	1,098,000.00	1		1.250	1.250				
LOGIC		LGIP	LOGIC					35,340,301.59	100.000	35,340,301.59	35,340,301.59	100.000	35,340,301.59	1		2.493	2.493				
TEXPOOL		LGIP	TexPool					7,392,478.93	100.000	7,392,478.93	7,392,478.93	100.000	7,392,478.93	1		2.381	2.381				
TXDAILY		LGIP	TexasDAILY					1,596,247.44	100.000	1,596,247.44	1,596,247.44	100.000	1,596,247.44	1		2.410	2.410				
912828S43	08/17/18	TREAS NOTE	U.S. Treasury	0.750	07/15/19			4,590,000.00	98.504	4,521,329.30	4,587,068.87	99.943	4,587,397.01	15		2.421	2.421				
3137EAE81	07/16/18	AGCY BULET	FHLMC	0.875	07/19/19			3,000,000.00	98.481	2,954,430.00	2,997,726.63	99.919	2,997,577.20	19		2.409	2.409				
3133EJPT0	08/07/18	AGCY BULET	FFCB	2.350	07/22/19			1,600,000.00	99.911	1,598,576.00	1,599,913.38	100.003	1,600,048.96	22		2.444	2.444				
912828WW6	07/25/18	TREAS NOTE	U.S. Treasury	1.625	07/31/19			3,000,000.00	99.195	2,975,859.38	2,998,020.12	99.948	2,998,436.10	31		2.431	2.431				
3130A8Y72	09/17/18	AGCY BULET	FHLB	0.875	08/05/19			3,500,000.00	98.522	3,448,270.00	3,494,443.86	99.870	3,495,464.35	36		2.578	2.578				
3137EAEH8	09/10/18	AGCY BULET	FHLMC	1.375	08/15/19			2,000,000.00	98.960	1,979,200.00	1,997,254.74	99.894	1,997,875.20	46		2.512	2.512				
3130AETQ3	08/29/18	AGCY BULET	FHLB	2.375	08/22/19			1,875,000.00	99.904	1,873,200.00	1,874,739.15	100.017	1,875,316.69	53		2.474	2.474				
3135G0P49	09/28/18	AGCY BULET	FNMA	1.000	08/28/19			2,000,000.00	98.544	1,970,880.00	1,994,978.90	99.811	1,996,212.00	59		2.617	2.617				
3135G0P49	10/12/18	AGCY BULET	FNMA	1.000	08/28/19			7,500,000.00	98.586	7,393,917.68	7,480,907.33	99.811	7,485,795.00	59		2.640	2.640				
3135G0ZG1	11/16/18	AGCY BULET	FNMA	1.750	09/12/19			3,000,000.00	99.212	2,976,360.00	2,994,314.70	99.898	2,996,926.50	74		2.724	2.724				
912828G4	11/30/18	TREAS NOTE	U.S. Treasury	0.875	09/15/19			1,525,000.00	98.609	1,503,792.97	1,519,438.00	99.710	1,520,577.35	77		2.685	2.685				
912828G4	01/28/19	TREAS NOTE	U.S. Treasury	0.875	09/15/19			3,500,000.00	98.945	3,463,085.94	3,487,829.00	99.710	3,489,849.65	77		2.581	2.581				
3130A9EP2	11/16/18	AGCY BULET	FHLB	1.000	09/26/19			3,000,000.00	98.544	2,956,320.00	2,987,970.42	99.710	2,991,312.00	88		2.721	2.721				
912828T59	02/26/19	TREAS NOTE	U.S. Treasury	1.000	10/15/19			5,000,000.00	99.043	4,952,148.44	4,978,044.85	99.680	4,983,984.50	107		2.535	2.535				
3135G0R39	01/28/19	AGCY BULET	FNMA	1.000	10/24/19			3,486,000.00	98.857	3,446,155.02	3,469,033.64	99.631	3,473,152.70	116		2.570	2.570				
3136G0T68	02/07/19	AGCY BULET	FNMA	1.330	10/24/19			1,975,000.00	99.146	1,958,142.19	1,967,576.77	99.730	1,969,661.77	116		2.543	2.543				
912828F62	02/07/19	TREAS NOTE	U.S. Treasury	1.500	10/31/19			4,000,000.00	99.254	3,970,156.25	3,986,364.44	99.797	3,991,875.20	123		2.541	2.541				
912828U32	03/11/19	TREAS NOTE	U.S. Treasury	1.000	11/15/19			5,000,000.00	98.984	4,949,218.75	4,972,137.90	99.574	4,978,711.00	138		2.516	2.516				
912828U32	03/15/19	TREAS NOTE	U.S. Treasury	1.000	11/15/19			2,000,000.00	98.992	1,979,843.75	1,988,759.38	99.574	1,991,484.40	138		2.529	2.529				
912828H1	04/30/19	TREAS NOTE	U.S. Treasury	1.750	11/30/19			5,000,000.00	99.602	4,980,078.13	4,985,873.20	99.840	4,991,992.00	153		2.439	2.439				
912828U73	05/29/19	TREAS NOTE	U.S. Treasury	1.375	12/15/19			3,700,000.00	99.461	3,680,054.69	3,683,354.92	99.688	3,688,437.50	168		2.373	2.373				
912828N8	05/15/19	TREAS NOTE	U.S. Treasury	1.875	12/31/19			2,000,000.00	99.688	1,993,359.38	1,994,742.74	99.883	1,997,656.20	184		2.410	2.410				
912828UF5	05/08/19	TREAS NOTE	U.S. Treasury	1.125	12/31/19			6,000,000.00	99.164	5,949,843.75	5,961,379.14	99.512	5,970,703.20	184		2.435	2.435				
3137EAE55	06/20/19	AGCY BULET	FHLMC	1.500	01/17/20			8,000,000.00	99.625	7,970,000.00	7,971,600.24	99.655	7,972,420.80	201		2.159	2.159				
3135G0A78	06/17/19	AGCY BULET	FNMA	1.625	01/21/20			5,000,000.00	99.706	4,985,300.00	4,986,268.00	99.751	4,987,572.00	205		2.124	2.124				
Total for Operating Fund													136,678,027.96	99.400	135,856,549.58	136,386,768.28	99.839	136,457,467.24	74	2.461	2.461

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
Total for City of Galveston																	
								136,678,027.96	99.400	135,856,549.58	136,386,768.28	99.839	136,457,467.24	74		2.461	2.461



HilltopSecurities

Asset Management.

City of Galveston

Change in Value

From 03/31/2019 to 06/30/2019

CUSIP	Security Type	Security Description	03/31/19 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	06/30/19 Book Value	03/31/19 Market Value	06/30/19 Market Value	Change in Mkt Value
Operating Fund											
FROSTGLVS	BANK DEP	Frost Bk Sweep - Repo	2,650,000.00	349,000.00	(1,901,000.00)	0.00	0.00	1,098,000.00	2,650,000.00	1,098,000.00	(1,552,000.00)
LOGIC	LGIP	LOGIC	35,117,530.64	222,770.95	0.00	0.00	0.00	35,340,301.59	35,117,530.64	35,340,301.59	222,770.95
TEXPOOL	LGIP	TexPool	30,826,005.32	0.00	(23,433,526.39)	0.00	0.00	7,392,478.93	30,826,005.32	7,392,478.93	(23,433,526.39)
TXDAILY	LGIP	TexasDAILY	1,586,677.09	9,570.35	0.00	0.00	0.00	1,596,247.44	1,586,677.09	1,596,247.44	9,570.35
3137EADZ9	AGCY BULET	FHLMC 1.125 04/15/19	4,998,279.30	0.00	(5,000,000.00)	1,720.70	0.00	0.00	4,997,400.00	0.00	(4,997,400.00)
912828ST8	TREAS NOTE	U.S. Treasury 1.250 04/30/19	4,996,917.60	0.00	(5,000,000.00)	3,082.40	0.00	0.00	4,994,750.00	0.00	(4,994,750.00)
3133EJBJ1	AGCY BULET	FFCB 2.000 05/08/19	5,998,986.48	0.00	(6,000,000.00)	1,013.52	0.00	0.00	5,997,840.00	0.00	(5,997,840.00)
912828F44	TREAS NOTE	U.S. Treasury 0.875 05/15/19	1,996,597.24	0.00	(2,000,000.00)	3,402.76	0.00	0.00	1,996,160.00	0.00	(1,996,160.00)
3130ABF92	AGCY BULET	FHBL 1.375 05/28/19	3,695,334.89	0.00	(3,700,000.00)	4,665.11	0.00	0.00	3,693,747.00	0.00	(3,693,747.00)
313379EE5	AGCY BULET	FHBL 1.625 06/14/19	998,531.46	0.00	(1,000,000.00)	1,468.54	0.00	0.00	998,420.00	0.00	(998,420.00)
3133XTYY6	AGCY BULET	FHBL 4.375 06/14/19	4,016,058.44	0.00	(4,000,000.00)	(16,058.44)	0.00	0.00	4,015,640.00	0.00	(4,015,640.00)
912828F85	TREAS NOTE	U.S. Treasury 0.875 06/15/19	2,990,857.56	0.00	(3,000,000.00)	9,142.44	0.00	0.00	2,990,160.00	0.00	(2,990,160.00)
3130AEGY0	AGCY BULET	FHBL 2.375 06/18/19	2,999,974.17	0.00	(3,000,000.00)	25.83	0.00	0.00	2,999,670.00	0.00	(2,999,670.00)
3135G0ZE6	AGCY BULET	FNMA 1.750 06/20/19	1,997,263.76	0.00	(2,000,000.00)	2,736.24	0.00	0.00	1,996,800.00	0.00	(1,996,800.00)
912828F43	TREAS NOTE	U.S. Treasury 0.750 07/15/19	4,568,016.47	0.00	0.00	19,052.40	0.00	4,587,068.87	4,567,050.00	4,587,397.01	20,347.01
3137EAEB1	AGCY BULET	FHLMC 0.875 07/19/19	2,986,359.87	0.00	0.00	11,366.76	0.00	2,997,726.63	2,985,750.00	2,997,577.20	11,827.20
3133EJPT0	AGCY BULET	FFCB 2.350 07/22/19	1,599,542.11	0.00	0.00	371.27	0.00	1,599,913.38	1,600,048.00	1,600,048.96	0.96
912828WW6	TREAS NOTE	U.S. Treasury 1.625 07/31/19	2,992,014.48	0.00	0.00	6,005.64	0.00	2,998,020.12	2,991,690.00	2,998,436.10	6,746.10
3130A8V72	AGCY BULET	FHBL 0.875 08/05/19	3,479,736.47	0.00	0.00	14,707.39	0.00	3,494,443.86	3,480,925.00	3,495,464.35	14,539.35
3137EAEH8	AGCY BULET	FHLMC 1.375 08/15/19	1,991,639.42	0.00	0.00	5,615.32	0.00	1,997,254.74	1,992,300.00	1,997,875.20	5,575.20
3130AETQ3	AGCY BULET	FHBL 2.375 08/22/19	1,874,278.82	0.00	0.00	460.33	0.00	1,874,739.15	1,874,325.00	1,875,316.69	991.69
3135G0P49	AGCY BULET	FNMA 1.000 08/28/19	9,437,811.81	0.00	0.00	38,074.42	0.00	9,475,886.23	9,443,475.00	9,482,007.00	38,532.00
3135G0ZG1	AGCY BULET	FNMA 1.750 09/12/19	2,987,107.98	0.00	0.00	7,206.72	0.00	2,994,314.70	2,990,430.00	2,996,926.50	6,496.50
912828ZG4	TREAS NOTE	U.S. Treasury 0.875 09/15/19	4,986,034.05	0.00	0.00	21,232.95	0.00	5,007,267.00	4,990,076.25	5,010,427.00	20,350.75
3130A9EP2	AGCY BULET	FHBL 1.000 09/26/19	2,975,233.20	0.00	0.00	12,737.22	0.00	2,987,970.42	2,979,120.00	2,991,312.00	12,192.00
912828T59	TREAS NOTE	U.S. Treasury 1.000 10/15/19	4,959,194.85	0.00	0.00	18,850.00	0.00	4,978,044.85	4,961,150.00	4,983,984.50	22,834.50
3135G0P39	AGCY BULET	FNMA 1.000 10/24/19	3,455,545.64	0.00	0.00	13,488.00	0.00	3,469,033.64	3,457,484.52	3,473,152.70	15,668.18
3136G0T68	AGCY BULET	FNMA 1.330 10/24/19	1,961,671.95	0.00	0.00	5,904.82	0.00	1,967,576.77	1,962,419.25	1,969,661.77	7,242.52
912828F62	TREAS NOTE	U.S. Treasury 1.500 10/31/19	3,976,153.40	0.00	0.00	10,211.04	0.00	3,986,364.44	3,977,640.00	3,991,875.20	14,235.20
912828U32	TREAS NOTE	U.S. Treasury 1.000 11/15/19	6,934,788.99	0.00	0.00	26,108.29	0.00	6,960,897.28	6,937,630.00	6,970,195.40	32,565.40
912828JH1	TREAS NOTE	U.S. Treasury 1.750 11/30/19	0.00	4,980,078.13	0.00	5,795.07	0.00	4,985,873.20	0.00	4,991,992.00	4,991,992.00
912828U73	TREAS NOTE	U.S. Treasury 1.375 12/15/19	0.00	3,680,054.69	0.00	3,300.23	0.00	3,683,354.92	0.00	3,688,437.50	3,688,437.50
912828JN8	TREAS NOTE	U.S. Treasury 1.875 12/31/19	0.00	1,993,359.38	0.00	1,383.36	0.00	1,994,742.74	0.00	1,997,656.20	1,997,656.20
912828JF5	TREAS NOTE	U.S. Treasury 1.125 12/31/19	0.00	5,949,843.75	0.00	11,535.39	0.00	5,961,379.14	0.00	5,970,703.20	5,970,703.20

CUSIP	Security Type	Security Description	03/31/19 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	06/30/19 Book Value	03/31/19 Market Value	06/30/19 Market Value	Change in Mkt Value
Operating Fund											
3137EAE5	AGCY BULET	FHLMC 1.500 01/17/20	0.00	7,970,000.00	0.00	1,600.24	0.00	7,971,600.24	0.00	7,972,420.80	7,972,420.80
3135G0A78	AGCY BULET	FNMA 1.625 01/21/20	0.00	4,985,300.00	0.00	968.00	0.00	4,986,268.00	0.00	4,987,572.00	4,987,572.00
Total for Operating Fund			166,034,143.46	30,139,977.25	(60,034,526.39)	247,173.96	0.00	136,386,768.28	166,052,313.07	136,457,467.24	(29,594,845.83)
Total for City of Galveston			166,034,143.46	30,139,977.25	(60,034,526.39)	247,173.96	0.00	136,386,768.28	166,052,313.07	136,457,467.24	(29,594,845.83)



HilltopSecurities
Asset Management

City of Galveston
Earned Income
From 03/31/2019 to 06/30/2019

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
Operating Fund									
FROSTGLVS	BANK DEP	Frost Bk Sweep - Repo	0.00	14,110.45	14,110.45	0.00	0.00	0.00	14,110.45
LOGIC	LGIP	LOGIC	0.00	222,770.95	222,770.95	0.00	0.00	0.00	222,770.95
TEXPOOL	LGIP	TexPool	0.00	82,273.71	82,273.71	0.00	0.00	0.00	82,273.71
TXDAILY	LGIP	TexasDAILY	0.00	9,570.35	9,570.35	0.00	0.00	0.00	9,570.35
3137EADZ9	AGCY BULET	FHLMC 1.125 04/15/19	25,937.50	2,187.50	28,125.00	0.00	0.00	1,720.70	3,908.20
912828T8	TREAS NOTE	U.S. Treasury 1.250 04/30/19	26,243.09	5,006.91	31,250.00	0.00	0.00	3,082.40	8,089.31
3133EJBZ1	AGCY BULET	FFCB 2.000 05/08/19	47,666.67	12,333.33	60,000.00	0.00	0.00	1,013.52	13,346.85
912828R44	TREAS NOTE	U.S. Treasury 0.875 05/15/19	6,622.93	2,127.07	8,750.00	0.00	0.00	3,402.76	5,529.83
3130ABF92	AGCY BULET	FHBL 1.375 05/28/19	17,382.29	8,055.21	25,437.50	0.00	0.00	4,666.11	12,720.32
313379EE5	AGCY BULET	FHBL 1.625 06/14/19	4,829.86	3,295.14	8,125.00	0.00	0.00	1,468.54	4,763.68
3133XTYY6	AGCY BULET	FHBL 4.375 06/14/19	52,013.89	35,486.11	87,500.00	0.00	0.00	(16,058.44)	19,427.67
912828R85	TREAS NOTE	U.S. Treasury 0.875 06/15/19	7,716.35	5,408.65	13,125.00	0.00	0.00	9,142.44	14,551.09
3130AEGY0	AGCY BULET	FHBL 2.375 06/18/19	20,385.42	15,239.58	35,625.00	0.00	0.00	25.83	15,265.41
3135G0Z66	AGCY BULET	FNMA 1.750 06/20/19	9,819.44	7,680.56	17,500.00	0.00	0.00	2,736.24	10,416.80
912828S43	TREAS NOTE	U.S. Treasury 0.750 07/15/19	7,227.35	8,653.80	0.00	0.00	15,881.15	19,052.40	27,706.20
3137EAEB1	AGCY BULET	FHLMC 0.875 07/19/19	5,250.00	6,562.50	0.00	0.00	11,812.50	11,366.76	17,929.26
3133EJPT0	AGCY BULET	FFCB 2.350 07/22/19	7,206.67	9,400.00	0.00	0.00	16,606.67	371.27	18,260.47
912828WW6	TREAS NOTE	U.S. Treasury 1.625 07/31/19	8,080.11	12,254.83	0.00	0.00	20,334.94	6,005.64	22,363.64
3130A8Y72	AGCY BULET	FHBL 0.875 08/05/19	4,763.89	7,656.25	0.00	0.00	12,420.14	14,707.39	12,490.32
3137EAEH8	AGCY BULET	FHLMC 1.375 08/15/19	3,513.89	6,875.00	0.00	0.00	10,388.89	5,615.32	11,593.14
3130AETQ3	AGCY BULET	FHBL 2.375 08/22/19	4,824.22	11,132.81	0.00	0.00	15,957.03	460.33	61,824.42
3135G0P49	AGCY BULET	FNMA 1.000 08/28/19	8,180.55	23,750.00	0.00	0.00	31,930.55	38,074.42	20,331.72
3135G0ZG1	AGCY BULET	FNMA 1.750 09/12/19	2,770.83	13,125.00	0.00	0.00	15,895.83	7,206.72	32,105.66
912828G24	TREAS NOTE	U.S. Treasury 0.875 09/15/19	2,031.16	10,872.71	0.00	0.00	12,903.87	21,232.95	20,237.22
3130A9EP2	AGCY BULET	FHBL 1.000 09/26/19	416.67	7,500.00	0.00	0.00	7,916.67	12,737.22	31,292.21
912828T59	TREAS NOTE	U.S. Treasury 1.000 10/15/19	23,076.92	12,442.21	25,000.00	0.00	10,519.13	18,650.00	22,203.00
3135G0R39	AGCY BULET	FNMA 1.000 10/24/19	15,202.83	8,715.00	17,430.00	0.00	6,487.83	13,488.00	12,471.69
3136G0T68	AGCY BULET	FNMA 1.330 10/24/19	11,455.55	6,566.87	13,133.75	0.00	4,888.67	5,904.82	25,126.37
912828F62	TREAS NOTE	U.S. Treasury 1.500 10/31/19	25,193.37	14,915.33	30,000.00	0.00	10,108.70	10,211.04	43,556.80
912828U32	TREAS NOTE	U.S. Treasury 1.000 11/15/19	26,491.71	17,448.51	35,000.00	0.00	8,940.22	26,108.29	20,658.19
9128283H1	TREAS NOTE	U.S. Treasury 1.750 11/30/19	0.00	14,863.12	43,750.00	(36,298.08)	7,411.20	5,795.07	7,900.30
912828U73	TREAS NOTE	U.S. Treasury 1.375 12/15/19	0.00	4,600.07	25,437.50	(23,061.47)	2,224.04	3,300.23	6,250.45
9128283N8	TREAS NOTE	U.S. Treasury 1.875 12/31/19	0.00	4,867.09	0.00	(13,964.81)	18,851.90	1,383.36	21,601.41
912828U55	TREAS NOTE	U.S. Treasury 1.125 12/31/19	0.00	10,066.02	0.00	(23,867.40)	33,933.42	11,535.39	



HilltopSecurities
Asset Management

City of Galveston
Earned Income
From 03/31/2019 to 06/30/2019

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
Operating Fund									
3137EAE5	AGCY BULET	FHLMC 1.500 01/17/20	0.00	3,666.67	0.00	(51,000.00)	54,666.67	1,600.24	5,266.91
3135G0A78	AGCY BULET	FNMA 1.625 01/21/20	0.00	3,159.72	0.00	(32,951.39)	36,111.11	968.00	4,127.72
Total for Operating Fund			374,303.16	644,639.03	833,914.21	(181,163.15)	366,191.13	247,173.96	891,812.99
Total for City of Galveston									
			374,303.16	644,639.03	833,914.21	(181,163.15)	366,191.13	247,173.96	891,812.99



HilltopSecurities
Asset Management

City of Galveston
Investment Transactions
From 04/01/2019 to 06/30/2019

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
Operating Fund															
Maturities															
04/15/19	04/15/19	3137EADZ9	AGCY BULET	FHLMC	1.125	04/15/19		5,000,000.00	100.000	5,000,000.00	0.00	5,000,000.00		2.019	
04/30/19	04/30/19	912828ST8	TREAS NOTE	U.S. Treasury	1.250	04/30/19		5,000,000.00	100.000	5,000,000.00	0.00	5,000,000.00		2.027	
05/08/19	05/08/19	3133EJBZ1	AGCY BULET	FFCB	2.000	05/08/19		6,000,000.00	100.000	6,000,000.00	0.00	6,000,000.00		2.166	
05/15/19	05/15/19	912828R44	TREAS NOTE	U.S. Treasury	0.875	05/15/19		2,000,000.00	100.000	2,000,000.00	0.00	2,000,000.00		2.291	
05/28/19	05/28/19	3130ABF92	AGCY BULET	FHLB	1.375	05/28/19		3,700,000.00	100.000	3,700,000.00	0.00	3,700,000.00		2.180	
06/14/19	06/14/19	313379EE5	AGCY BULET	FHLB	1.625	06/14/19		1,000,000.00	100.000	1,000,000.00	0.00	1,000,000.00		2.358	
06/14/19	06/14/19	3133XTYV6	AGCY BULET	FHLB	4.375	06/14/19		4,000,000.00	100.000	4,000,000.00	0.00	4,000,000.00		2.372	
06/15/19	06/15/19	912828R85	TREAS NOTE	U.S. Treasury	0.875	06/15/19		3,000,000.00	100.000	3,000,000.00	0.00	3,000,000.00		2.372	
06/18/19	06/18/19	3130AEGY0	AGCY BULET	FHLB	2.375	06/18/19		3,000,000.00	100.000	3,000,000.00	0.00	3,000,000.00		2.379	
06/20/19	06/20/19	3135G0ZE6	AGCY BULET	FNMA	1.750	06/20/19		2,000,000.00	100.000	2,000,000.00	0.00	2,000,000.00		2.381	
Total for: Maturities								34,700,000.00		34,700,000.00	0.00	34,700,000.00		2.211	
Purchases															
04/29/19	04/30/19	9128283H1	TREAS NOTE	U.S. Treasury	1.750	11/30/19		5,000,000.00	99.602	4,980,078.13	36,298.08	5,016,376.21		2.439	2.439
05/07/19	05/08/19	912828UF5	TREAS NOTE	U.S. Treasury	1.125	12/31/19		6,000,000.00	99.164	5,949,843.75	23,867.40	5,973,711.15		2.435	2.435
05/14/19	05/15/19	9128283N8	TREAS NOTE	U.S. Treasury	1.875	12/31/19		2,000,000.00	99.688	1,993,359.38	13,984.81	2,007,344.19		2.410	2.410
05/28/19	05/29/19	912828U73	TREAS NOTE	U.S. Treasury	1.375	12/15/19		3,700,000.00	99.461	3,680,054.69	23,061.47	3,703,116.16		2.373	2.373
06/14/19	06/17/19	3135G0A78	AGCY BULET	FNMA	1.625	01/21/20		5,000,000.00	99.706	4,985,300.00	32,951.39	5,018,251.39		2.124	2.124
06/19/19	06/20/19	3137EAE55	AGCY BULET	FHLMC	1.500	01/17/20		8,000,000.00	99.625	7,970,000.00	51,000.00	8,021,000.00		2.159	2.159
Total for: Purchases								29,700,000.00		29,558,635.95	181,163.15	29,739,799.10		2.299	2.299
Income Payments															
04/15/19	04/15/19	912828T59	TREAS NOTE	U.S. Treasury	1.000	10/15/19				0.00	25,000.00	25,000.00			
04/15/19	04/15/19	3137EADZ9	AGCY BULET	FHLMC	1.125	04/15/19				0.00	28,125.00	28,125.00			
04/24/19	04/24/19	3135G0R39	AGCY BULET	FNMA	1.000	10/24/19				0.00	17,430.00	17,430.00			
04/24/19	04/24/19	3136G0T68	AGCY BULET	FNMA	1.330	10/24/19				0.00	13,133.75	13,133.75			
04/30/19	04/30/19	912828F62	TREAS NOTE	U.S. Treasury	1.500	10/31/19				0.00	30,000.00	30,000.00			
04/30/19	04/30/19	912828ST8	TREAS NOTE	U.S. Treasury	1.250	04/30/19				0.00	31,250.00	31,250.00			
05/08/19	05/08/19	3133EJBZ1	AGCY BULET	FFCB	2.000	05/08/19				0.00	60,000.00	60,000.00			
05/15/19	05/15/19	912828R44	TREAS NOTE	U.S. Treasury	0.875	05/15/19				0.00	8,750.00	8,750.00			

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
Operating Fund															
Income Payments															
05/15/19	05/15/19	912828U32	TREAS NOTE	U.S. Treasury	1.000	11/15/19				0.00	25,000.00	25,000.00			
05/15/19	05/15/19	912828U32	TREAS NOTE	U.S. Treasury	1.000	11/15/19				0.00	10,000.00	10,000.00			
05/28/19	05/28/19	3130ABF92	AGCY BULET	FHLB	1.375	05/28/19				0.00	25,437.50	25,437.50			
05/31/19	05/31/19	9128283H1	TREAS NOTE	U.S. Treasury	1.750	11/30/19				0.00	43,750.00	43,750.00			
06/14/19	06/14/19	313379EE5	AGCY BULET	FHLB	1.625	06/14/19				0.00	8,125.00	8,125.00			
06/14/19	06/14/19	3133XTYY6	AGCY BULET	FHLB	4.375	06/14/19				0.00	87,500.00	87,500.00			
06/17/19	06/15/19	912828R85	TREAS NOTE	U.S. Treasury	0.875	06/15/19				0.00	13,125.00	13,125.00			
06/17/19	06/15/19	912828U73	TREAS NOTE	U.S. Treasury	1.375	12/15/19				0.00	25,437.50	25,437.50			
06/18/19	06/18/19	3130AEGY0	AGCY BULET	FHLB	2.375	06/18/19				0.00	35,625.00	35,625.00			
06/20/19	06/20/19	3135G0ZE6	AGCY BULET	FNMA	1.750	06/20/19				0.00	17,500.00	17,500.00			
Total for: Income Payments											505,188.75	505,188.75			

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
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Total for All Portfolios

Transaction Type	Quantity	Total Amount	Realized G/L	YTM	YTW
Total Maturities	34,700,000.00	34,700,000.00		2.211	
Total Purchases	29,700,000.00	29,739,799.10		2.299	2.299
Total Income Payments	0.00	505,188.75			



HilltopSecurities
Asset Management

City of Galveston
Amortization and Accretion
From 03/31/2019 to 06/30/2019

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
Operating Fund											
3137EADZ9	02/01/18	AGCY BULET	FHLMC 1.125 04/15/19		0.00	98.940	0.00	1,720.70	0.00	0.00	0.00
912828ST8	02/09/18	TREAS NOTE	U.S. Treasury 1.250 04/30/19		0.00	99.066	0.00	3,082.40	0.00	0.00	0.00
3133EJBZ1	03/16/18	AGCY BULET	FFCB 2.000 05/08/19		0.00	99.814	0.00	1,013.52	0.00	0.00	0.00
912828R44	05/02/18	TREAS NOTE	U.S. Treasury 0.875 05/15/19		0.00	98.559	0.00	3,402.76	0.00	0.00	0.00
3130ABF92	04/10/18	AGCY BULET	FHLB 1.375 05/28/19		0.00	99.103	0.00	4,665.11	0.00	0.00	0.00
313379EE5	06/11/18	AGCY BULET	FHLB 1.625 06/14/19		0.00	99.274	0.00	1,468.54	0.00	0.00	0.00
3133XTYY6	05/15/18	AGCY BULET	FHLB 4.375 06/14/19		0.00	102.123	0.00	(16,058.44)	0.00	0.00	0.00
912828R85	05/22/18	TREAS NOTE	U.S. Treasury 0.875 06/15/19		0.00	98.434	0.00	9,142.44	0.00	0.00	0.00
3130AEGY0	06/18/18	AGCY BULET	FHLB 2.375 06/18/19		0.00	99.996	0.00	25.83	0.00	0.00	0.00
3135G0ZE6	07/03/18	AGCY BULET	FNMA 1.750 06/20/19		0.00	99.402	0.00	2,736.24	0.00	0.00	0.00
912828S43	08/17/18	TREAS NOTE	U.S. Treasury 0.750 07/15/19		4,590,000.00	98.504	4,521,329.30	19,052.40	65,739.57	2,931.13	4,587,068.87
3137EAE81	07/16/18	AGCY BULET	FHLMC 0.875 07/19/19		3,000,000.00	98.481	2,954,430.00	11,366.76	43,296.63	2,273.37	2,997,726.63
3133EJPT0	08/07/18	AGCY BULET	FFCB 2.350 07/22/19		1,600,000.00	99.911	1,598,576.00	371.27	1,337.38	86.62	1,599,913.38
912828WW6	07/25/18	TREAS NOTE	U.S. Treasury 1.625 07/31/19		3,000,000.00	99.195	2,975,859.38	6,005.64	22,160.74	1,979.88	2,998,020.12
3130A8Y72	09/17/18	AGCY BULET	FHLB 0.875 08/05/19		3,500,000.00	98.522	3,448,270.00	14,707.39	46,173.86	5,566.14	3,494,443.86
3137EAEH8	09/10/18	AGCY BULET	FHLMC 1.375 08/15/19		2,000,000.00	98.960	1,979,200.00	5,615.32	18,054.74	2,745.26	1,997,254.74
3130AETQ3	08/29/18	AGCY BULET	FHLB 2.375 08/22/19		1,875,000.00	99.904	1,873,200.00	460.33	1,539.15	260.85	1,874,739.15
3135G0P49	09/28/18	AGCY BULET	FNMA 1.000 08/28/19		9,500,000.00	98.586	9,364,797.68	38,074.42	111,088.55	24,113.77	9,475,886.23
3135G0ZG1	11/16/18	AGCY BULET	FNMA 1.750 09/12/19		3,000,000.00	99.212	2,976,360.00	7,206.72	17,954.70	5,685.30	2,994,314.70
912828ZG4	11/30/18	TREAS NOTE	U.S. Treasury 0.875 09/15/19		5,025,000.00	98.945	4,966,878.91	21,232.95	40,388.09	17,733.00	5,007,267.00
3130A9EP2	11/16/18	AGCY BULET	FHLB 1.000 09/26/19		3,000,000.00	98.544	2,956,320.00	12,737.22	31,650.42	12,029.58	2,987,970.42
912828T59	02/26/19	TREAS NOTE	U.S. Treasury 1.000 10/15/19		5,000,000.00	99.043	4,952,148.44	18,850.00	25,886.41	21,955.15	4,978,044.85
3135G0R39	01/28/19	AGCY BULET	FNMA 1.000 10/24/19		3,486,000.00	98.857	3,446,155.02	13,488.00	22,878.62	16,966.36	3,469,033.64
3136G0T68	02/07/19	AGCY BULET	FNMA 1.330 10/24/19		1,975,000.00	99.146	1,958,142.19	5,904.82	9,434.58	7,423.23	1,967,576.77
912828F62	02/07/19	TREAS NOTE	U.S. Treasury 1.500 10/31/19		4,000,000.00	99.254	3,970,156.25	10,211.04	16,208.19	13,635.56	3,986,364.44
912828U32	03/11/19	TREAS NOTE	U.S. Treasury 1.000 11/15/19		7,000,000.00	98.992	6,929,062.50	26,108.29	31,834.78	39,102.72	6,960,897.28
9128283H1	04/30/19	TREAS NOTE	U.S. Treasury 1.750 11/30/19		5,000,000.00	99.602	4,980,078.13	5,795.07	5,795.07	14,126.80	4,985,873.20
912828U73	05/29/19	TREAS NOTE	U.S. Treasury 1.375 12/15/19		3,700,000.00	99.461	3,680,054.69	3,300.23	3,300.23	16,645.08	3,683,354.92
9128283N8	05/15/19	TREAS NOTE	U.S. Treasury 1.875 12/31/19		2,000,000.00	99.668	1,993,359.38	1,383.36	1,383.36	5,257.26	1,994,742.74
912828UF5	05/08/19	TREAS NOTE	U.S. Treasury 1.125 12/31/19		6,000,000.00	99.164	5,949,843.75	11,535.39	11,535.39	38,620.86	5,961,379.14
3137EAE55	06/20/19	AGCY BULET	FHLMC 1.500 01/17/20		8,000,000.00	99.625	7,970,000.00	1,600.24	1,600.24	28,399.76	7,971,600.24
3135G0A78	06/17/19	AGCY BULET	FNMA 1.625 01/21/20		5,000,000.00	99.706	4,985,300.00	968.00	968.00	13,732.00	4,986,268.00

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amt/Accr for Period	Total Amt/Accr Since Purch	Remaining Disc / Prem	Book Value
Total for Operating Fund											
					91,251,000.00		90,429,521.62	247,173.96	530,218.70	291,259.68	90,959,740.32
Total for City of Galveston											
					91,251,000.00		90,429,521.62	247,173.96	530,218.70	291,259.68	90,959,740.32

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Operating Fund						
912828S43	TREAS NOTE	U.S. Treasury 0.750 07/15/19	07/15/19	17,212.50	4,590,000.00	4,607,212.50
3137EAE5	AGCY BULET	FHLMC 1.500 01/17/20	07/17/19	60,000.00	0.00	60,000.00
3137EAE1	AGCY BULET	FHLMC 0.875 07/19/19	07/19/19	13,125.00	3,000,000.00	3,013,125.00
3135G0A78	AGCY BULET	FNMA 1.625 01/21/20	07/21/19	40,625.00	0.00	40,625.00
3133EJPT0	AGCY BULET	FFCB 2.350 07/22/19	07/22/19	18,800.00	1,600,000.00	1,618,800.00
912828WW6	TREAS NOTE	U.S. Treasury 1.625 07/31/19	07/31/19	24,375.00	3,000,000.00	3,024,375.00
3130A8Y72	AGCY BULET	FHLB 0.875 08/05/19	08/05/19	15,312.50	3,500,000.00	3,515,312.50
3137EAEH8	AGCY BULET	FHLMC 1.375 08/15/19	08/15/19	13,750.00	2,000,000.00	2,013,750.00
3130AETO3	AGCY BULET	FHLB 2.375 08/22/19	08/22/19	22,265.62	1,875,000.00	1,897,265.62
3135G0P49	AGCY BULET	FNMA 1.000 08/28/19	08/28/19	47,500.00	9,500,000.00	9,547,500.00
3135G0ZG1	AGCY BULET	FNMA 1.750 09/12/19	09/12/19	26,250.00	3,000,000.00	3,026,250.00
912828ZG4	TREAS NOTE	U.S. Treasury 0.875 09/15/19	09/15/19	21,984.37	5,025,000.00	5,046,984.37
3130A9EP2	AGCY BULET	FHLB 1.000 09/26/19	09/26/19	15,000.00	3,000,000.00	3,015,000.00
912828T59	TREAS NOTE	U.S. Treasury 1.000 10/15/19	10/15/19	25,000.00	5,000,000.00	5,025,000.00
3135G0R39	AGCY BULET	FNMA 1.000 10/24/19	10/24/19	17,430.00	3,486,000.00	3,503,430.00
3136G0T88	AGCY BULET	FNMA 1.300 10/24/19	10/24/19	13,133.75	1,975,000.00	1,988,133.75
912828F62	TREAS NOTE	U.S. Treasury 1.500 10/31/19	10/31/19	30,000.00	4,000,000.00	4,030,000.00
912828U32	TREAS NOTE	U.S. Treasury 1.000 11/15/19	11/15/19	35,000.00	7,000,000.00	7,035,000.00
9128283H1	TREAS NOTE	U.S. Treasury 1.750 11/30/19	11/30/19	43,750.00	5,000,000.00	5,043,750.00
912828U73	TREAS NOTE	U.S. Treasury 1.375 12/15/19	12/15/19	25,437.50	3,700,000.00	3,725,437.50
Total for Operating Fund				525,951.24	70,251,000.00	70,776,951.24

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Total for All Portfolios						
			July 2019	174,137.50	12,190,000.00	12,364,137.50
			August 2019	98,828.12	16,875,000.00	16,973,828.12
			September 2019	63,234.37	11,025,000.00	11,088,234.37
			October 2019	85,563.75	14,461,000.00	14,546,563.75
			November 2019	78,750.00	12,000,000.00	12,078,750.00
			December 2019	25,437.50	3,700,000.00	3,725,437.50
Total Projected Cash Flows for City of Galveston				525,951.24	70,251,000.00	70,776,951.24



Investment Portfolio Summary

Galveston Industrial Development Corp



For the Quarter Ended

June 30, 2019

Report Name

Certification Page

Executive Summary

Benchmark Comparison

Detail of Security Holdings

Change in Value

Earned Income

Investment Transactions

Amortization and Accretion

Projected Fixed Income Cash Flows

MARKET RECAP - JUNE 2019:

June started off on a sour note as trade tensions ramped up after the administration threatened tariffs on Mexican imports in an attempt to address issues with immigration and border security. A week later, it was announced the tariffs would not take effect as the Mexican government had agreed to step up their efforts at the border. The trade outlook with China dimmed after the President reiterated his firm stance on tariffs and China pledged to "fight to the end." All eyes were on the G-20 Summit in late June in hope of something resembling a resolution. The meeting ultimately resulted in a cease-fire and an agreement to restart negotiations, sending the S&P 500 to a new all-time high.

Factory managers are feeling the effects of tariffs, while their more domestically focused service sector counterparts appear better insulated. The ISM manufacturing index continued its descent in May, sliding to the lowest level since October 2016 at 52.1. In contrast, the ISM non-manufacturing index rose to 56.9 in May, its highest level since February, with the employment component reaching a two-year high. Nonfarm payrolls added just 75k jobs in May, falling well below the Bloomberg median forecast for 175k. Downward revisions to March and April subtracted a net 75k jobs, completely negating the May gains. Headline unemployment held steady at a five-decade low of 3.6%, but this was bit deceptive as the participation rate has retreated over the last three months and was back near a 40-year low. May retail sales rose by +0.5%, just below the median forecast, but the big surprise was a recalculation of April sales, revised significantly higher from -0.2% to +0.3%. The important "control group" figure used in GDP calculations climbed +0.5% in May, while April was revised upward from 0.0% to +0.4%. The Consumer Price Index showed less price pressure than expected as both headline and core CPI rose by just +0.1% during May. On a year-over-year basis, overall consumer inflation slowed from +2.0% to +1.8%, while core CPI slowed from +2.1% to +2.0%. Fed Chair Jerome Powell has said on a number of occasions that the lack of price pressures early in the year is transitory, suggesting that the Fed was willing to wait patiently for inflation to turn upward. The weak CPI report disputes this transitory idea and supports the market's belief that the Fed will cut the overnight rate this summer.

At its mid-June meeting, the FOMC voted to hold the fed funds target rate steady in a range from 2.25% to 2.50%. However, the decision was not unanimous as St. Louis Fed President James Bullard preferred an immediate 25 basis point cut. As expected, the committee altered its message, shifting dovishly and opening the door to rate cuts in the near future. Following the FOMC meeting, a wave of new rate forecasts were published, with many Wall Street economists completely shifting gears. Bloomberg unexpectedly released a mid-month update to its survey of economists because so many opinions had changed. The majority surveyed now expect between 25 and 75 basis points of easing this year, with the first rate cut expected at the end of July. Bond yields continued their slide with the two-year Treasury note closing the month at 1.76% and the 10-year at 2.00%.



HilltopSecurities
Asset Management

Galveston Industrial Development Corp
Investment Officers' Certification

For the Quarter Ended

June 30, 2019

This report is prepared for the **Galveston Industrial Development Corp** (the "Entity") in accordance with Chapter 2256 of the Texas Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that: "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the Entity's investment officers and includes the disclosures required in the PFIA. To the extent possible, market prices have been obtained from independent pricing sources.

The investment portfolio complied with the PFIA and the Entity's approved Investment Policy and Strategy throughout the period. All investment transactions made in the portfolio during this period were made on behalf of the Entity and were made in full compliance with the PFIA and the approved Investment Policy.

Officer Names and Titles:

Name: Michael W. Loflin

Title: Asst. City Manager-Finance

Name: Tammy Y. Jacobs

Title: Executive Director & City Controller

Name: Debbie Jordan

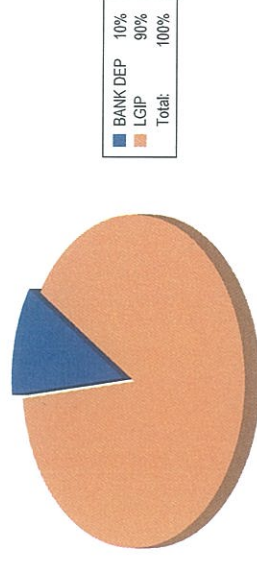
Title: Accounting Manager



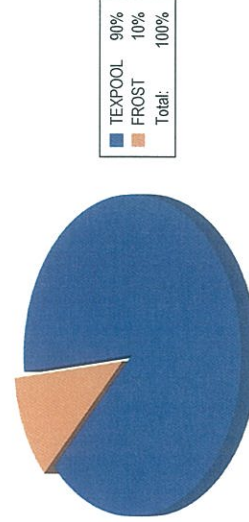
Account Summary

	Beginning Values as of 03/31/19	Ending Values as of 06/30/19
Par Value	0.00	11,232,070.46
Market Value	0.00	11,232,070.46
Book Value	0.00	11,232,070.46
Unrealized Gain/(Loss)	0.00	0.00
Market Value %	0.00%	100.00%
Weighted Avg. YTW		2.138%
Weighted Avg. YTM		2.138%

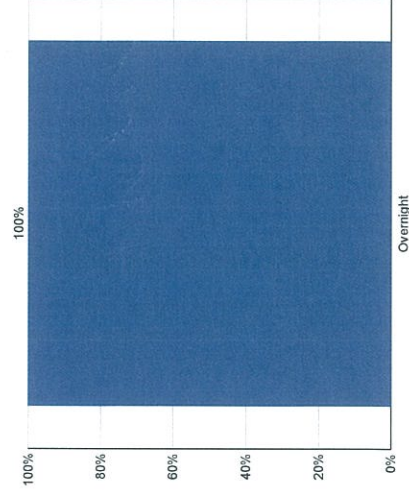
Allocation by Security Type



Allocation by Issuer

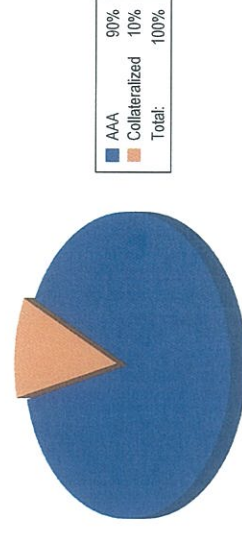


Maturity Distribution %



Weighted Average Days to Maturity: 1

Credit Quality





CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
Galveston Industrial Development Corp																	
FROSTGDC		BANK DEP	Frost Bk					1,174,029.07	100.000	1,174,029.07	1,174,029.07	100.000	1,174,029.07	1		0.050	0.050
TEXPOOL		LGIP	TexPool					10,058,041.39	100.000	10,058,041.39	10,058,041.39	100.000	10,058,041.39	1		2.381	2.381
Total for Galveston Industrial Development Corp									11,232,070.46	11,232,070.46	11,232,070.46	100.000	11,232,070.46	1		2.138	2.138
Total for Galveston Industrial Development Corp																	
									11,232,070.46	11,232,070.46	11,232,070.46	100.000	11,232,070.46	1		2.138	2.138



HilltopSecurities
Asset Management.

Galveston Industrial Development Corp
Change in Value
From 03/31/2019 to 06/30/2019

CUSIP	Security Type	Security Description	03/31/19 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	06/30/19 Book Value	03/31/19 Market Value	06/30/19 Market Value	Change in Mkt Value
Galveston Industrial Development Corp											
FROSTGIDC	BANK DEP	Frost Bk	0.00	1,775,437.23	(601,408.14)	0.00	0.00	1,174,029.07	0.00	1,174,029.07	1,174,029.07
TEXPOOL	LGIP	TexPool	0.00	10,058,041.41	0.00	0.00	0.00	10,058,041.39	0.00	10,058,041.39	10,058,041.39
Total for Galveston Industrial Development Corp			0.00	11,833,478.64	(601,408.14)	0.00	0.00	11,232,070.46	0.00	11,232,070.46	11,232,070.46
Total for Galveston Industrial Development Corp											
			0.00	11,833,478.64	(601,408.14)	0.00	0.00	11,232,070.46	0.00	11,232,070.46	11,232,070.46



HilltopSecurities
Asset Management.

Galveston Industrial Development Corp
Earned Income
From 03/31/2019 to 06/30/2019

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
Galveston Industrial Development Corp									
FROSTGIDC	BANK DEP	Frost Bk		227.72	227.72				227.72
TEXPOOL	LGIP	TexPool	0.00	58,041.39	58,041.39	0.00	0.00	0.00	58,041.39
Total for Galveston Industrial Development Corp			0.00	58,269.11	58,269.11	0.00	0.00	0.00	58,269.11
Total for Galveston Industrial Development Corp									
			0.00	58,269.11	58,269.11	0.00	0.00	0.00	58,269.11



Contacts

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Director

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August 13, 2019

City of Galveston, Texas

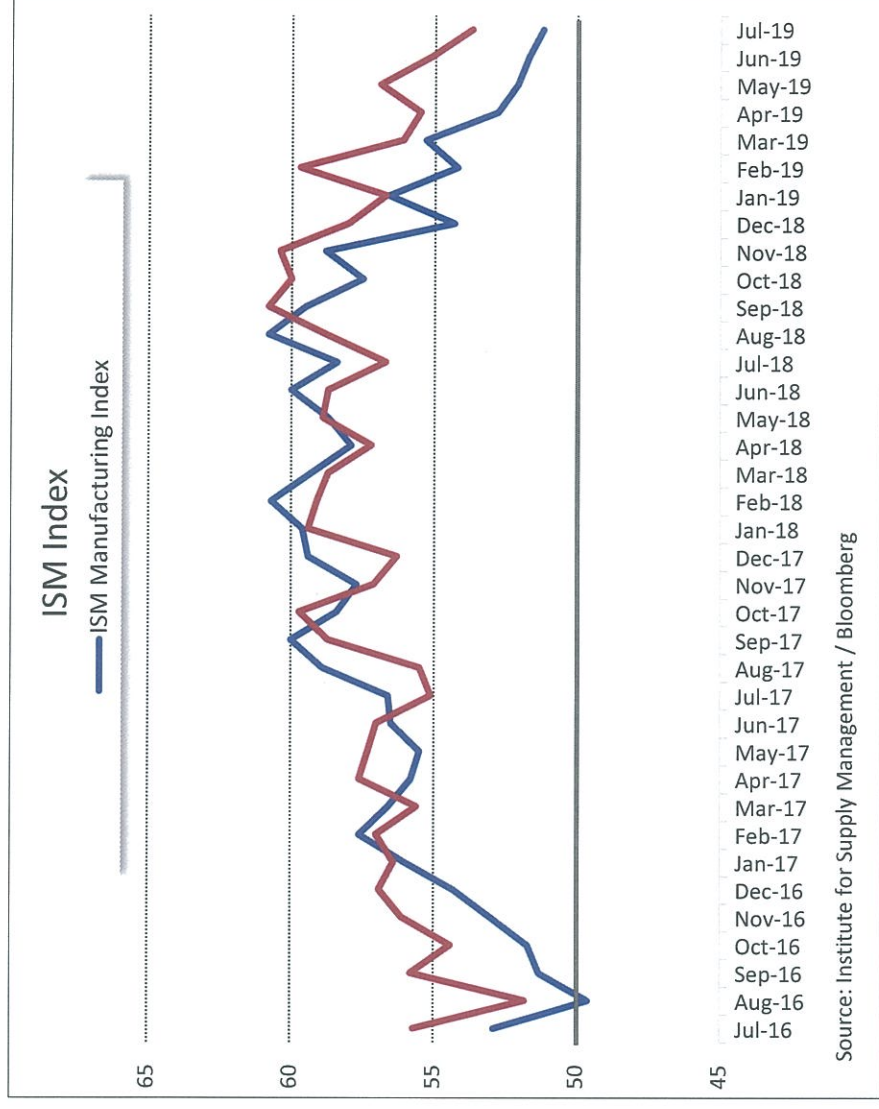
Investment Committee Meeting
Economic Review and Investment Strategy

Events Driving the Market

- **ESCALATING TRADE WAR:** The July trade talks with China collapsed, and President Trump threatened a 10% tariff on an additional \$300 billion in Chinese goods. The Chinese responded by instructing state-sponsored businesses to stop buying U.S. agricultural goods and allowing the yuan to devalue.
- **THE FED:** The Fed provided a quarter point “insurance cut” on July 31st, but it looks increasing likely they’ll cut again as soon as September. They also announced an end to the portfolio runoff, which means they’ll start reinvesting portfolio maturities immediately.
- **WEAKENING U.S. ECONOMY:** There’s evidence the domestic economy is slowing.
- **WEAKENING GLOBAL ECONOMY:** The European economy took the unexpected tariff announcement hard, causing the German 30-year bond to touch zero meaning the entire German yield curve was essentially negative.
- **THE ECB:** Expected to cut rates in September (current overnight bank rate is -0.40%) and *further extend their massive QE program.*

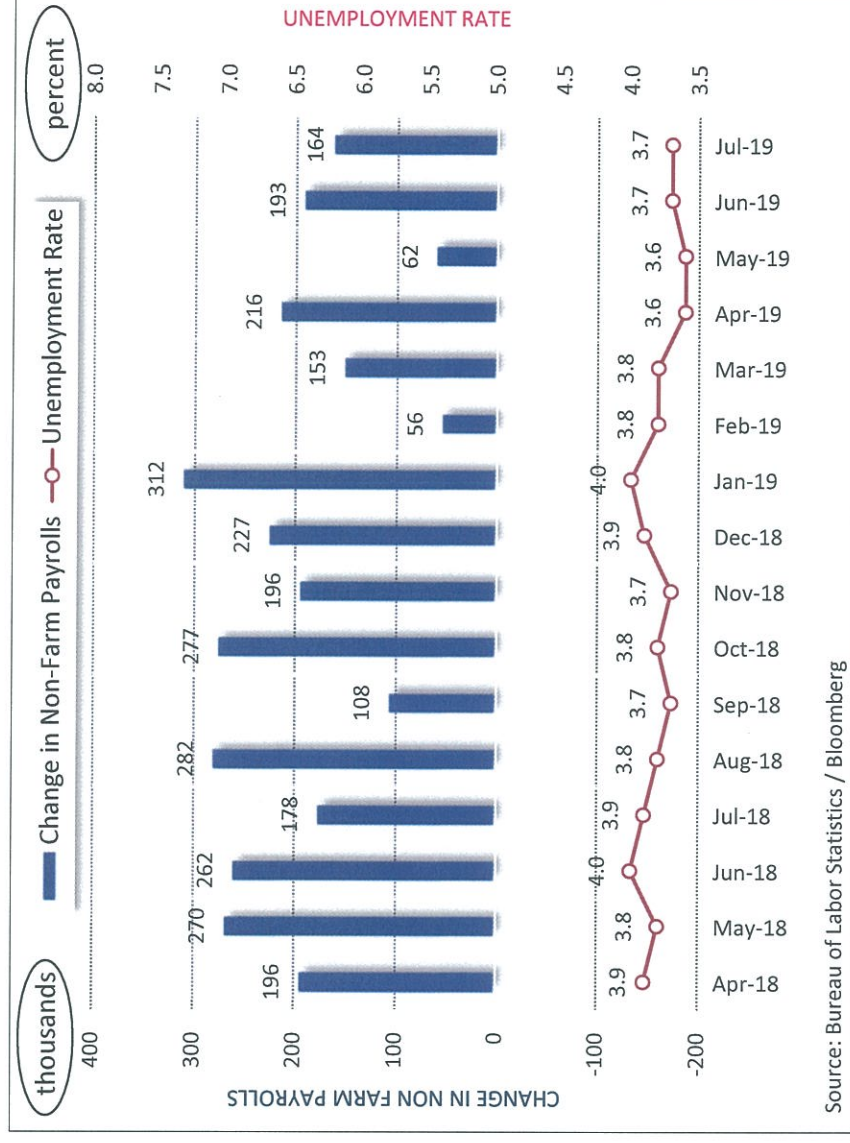
The Institute for Supply Management (ISM) Surveys

- The ISM manufacturing index confirmed that U.S. factory managers continue to struggle. The 51.2 July reading was also a three-year low, and close to slipping into contraction.
- The new orders index fell from 55.8 to 54.1, while the employment index rose from 56.2 to 55.0. The prices paid index fell to 56.5 from 58.9.
- The ISM non-manufacturing index dropped to a three-year low as the outlook for the U.S. service sector dimmed. The 53.7 reading, although still above 50, is a big decline from the 60.4 measure from back in November.



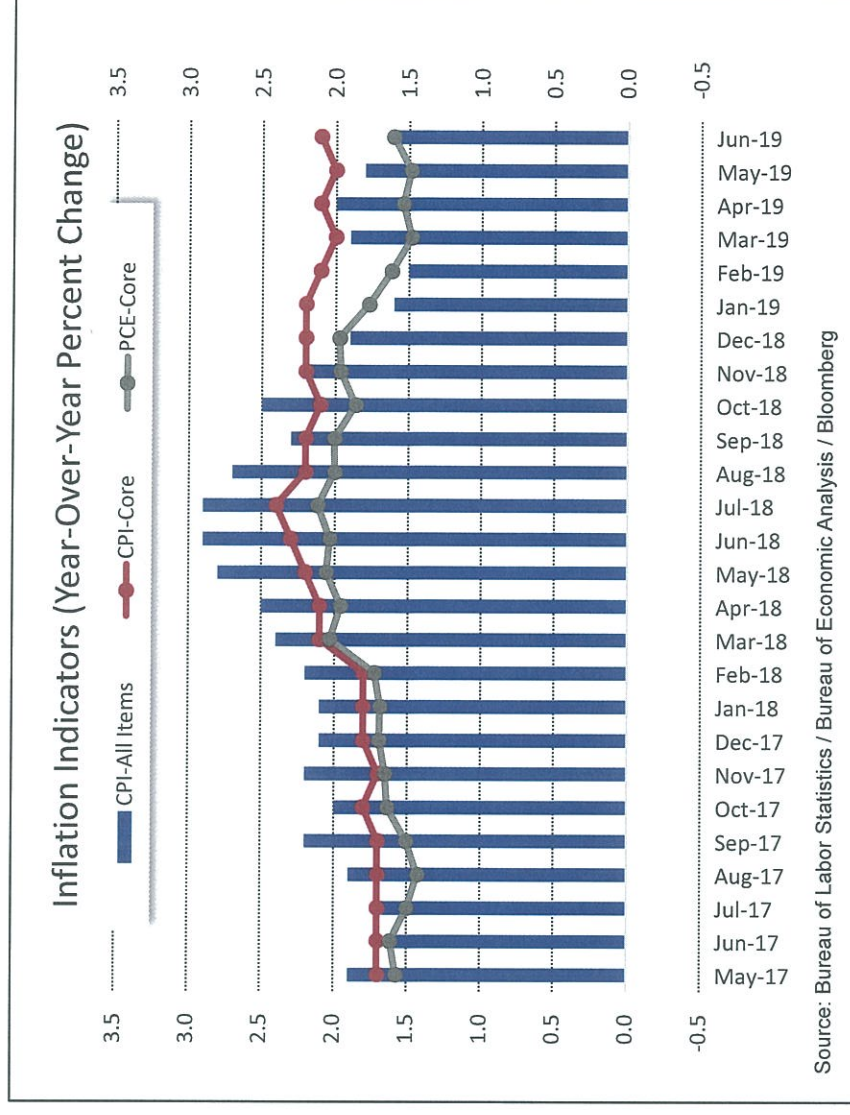
Employment

- Nonfarm payrolls increased by +164k in July, while prior month downward revisions subtracted -41k.
- The six-month average is now +134k, compared to +227k in the previous six-month period.
- The unemployment rate climbed a tiny bit from a five-decade low of 3.66% to 3.71% in July as more Americans entered or reentered the labor force.



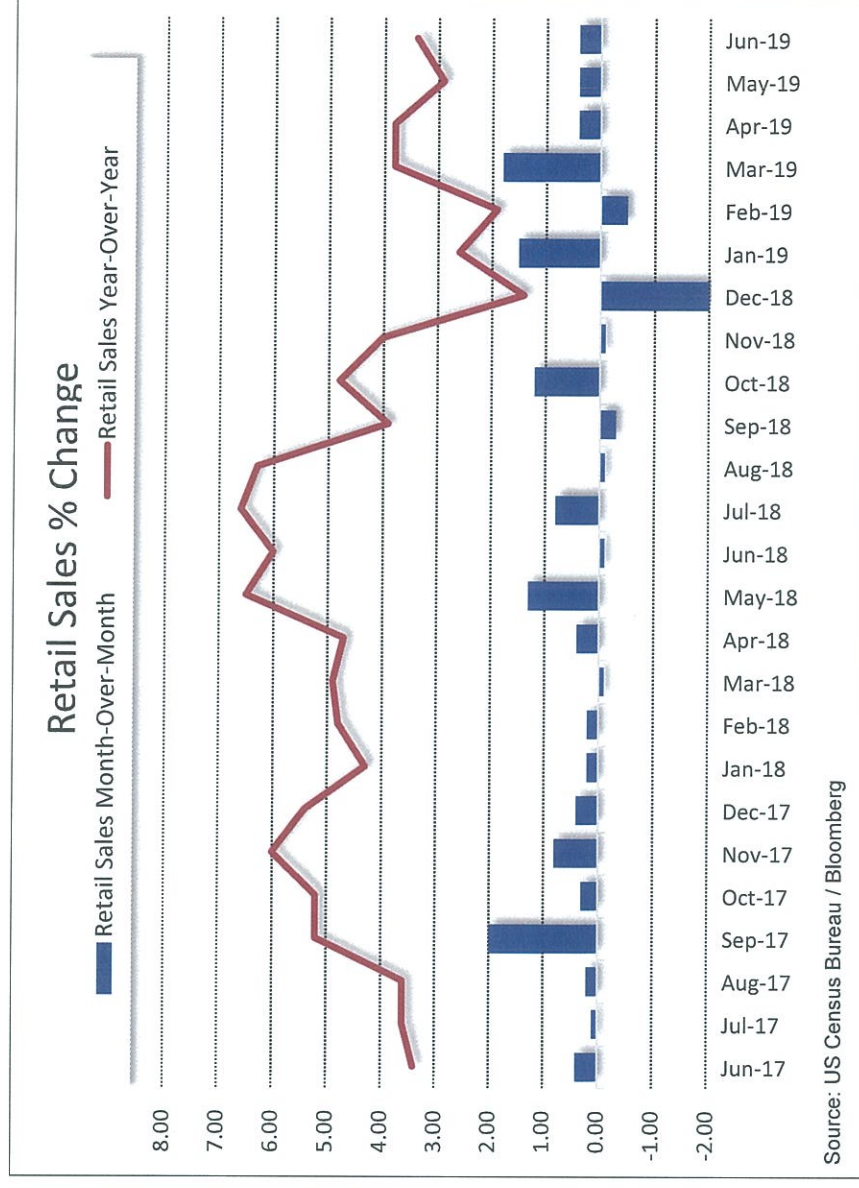
Inflation

- Inflation is still relatively low but is ticking upward a bit. Headline CPI climbed just +0.06% in June while core CPI, which excludes food and energy, jumped +0.29%.
- Core Personal Consumption Expenditures (PCE), rose +0.2% in June, pulling the year-over-year pace up from +1.5% to +1.6%.
- The more familiar core consumer price index (CPI) was advancing at a +2.1% year-over-year pace in June, and has been at or above the Fed's target for the last 16 months



Retail Sales

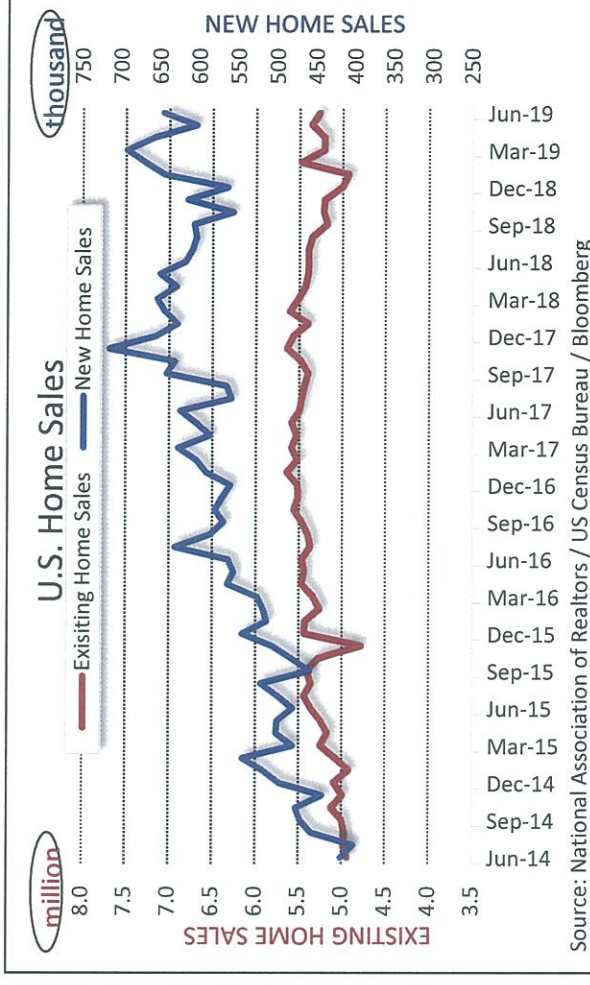
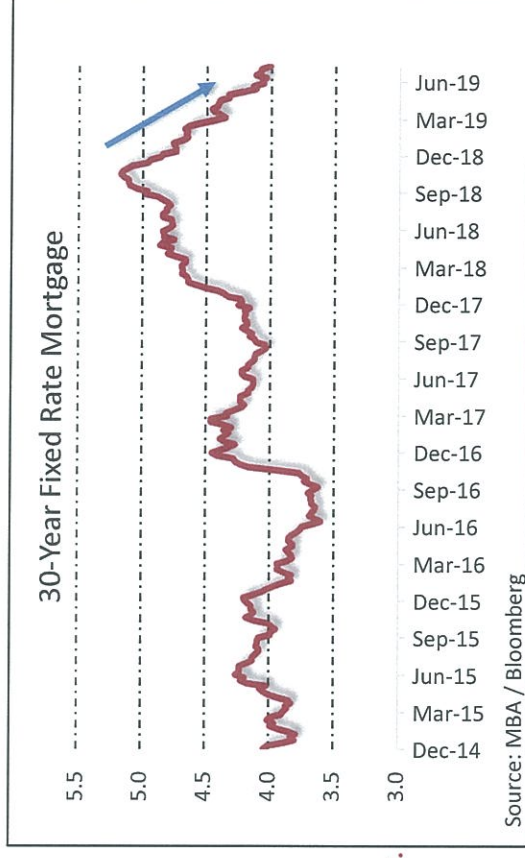
- *Surprising consumer strength emerges in the spring and summer.*
- June headline retail sales were significantly stronger than expected rising +0.4%, double the median forecast, while the retail sales “control group” (used to calculate GDP) jumped +0.7%, also more than twice the forecasted increase.
- Second quarter consumption is on target to be the strongest quarter for consumers in several years.



Housing

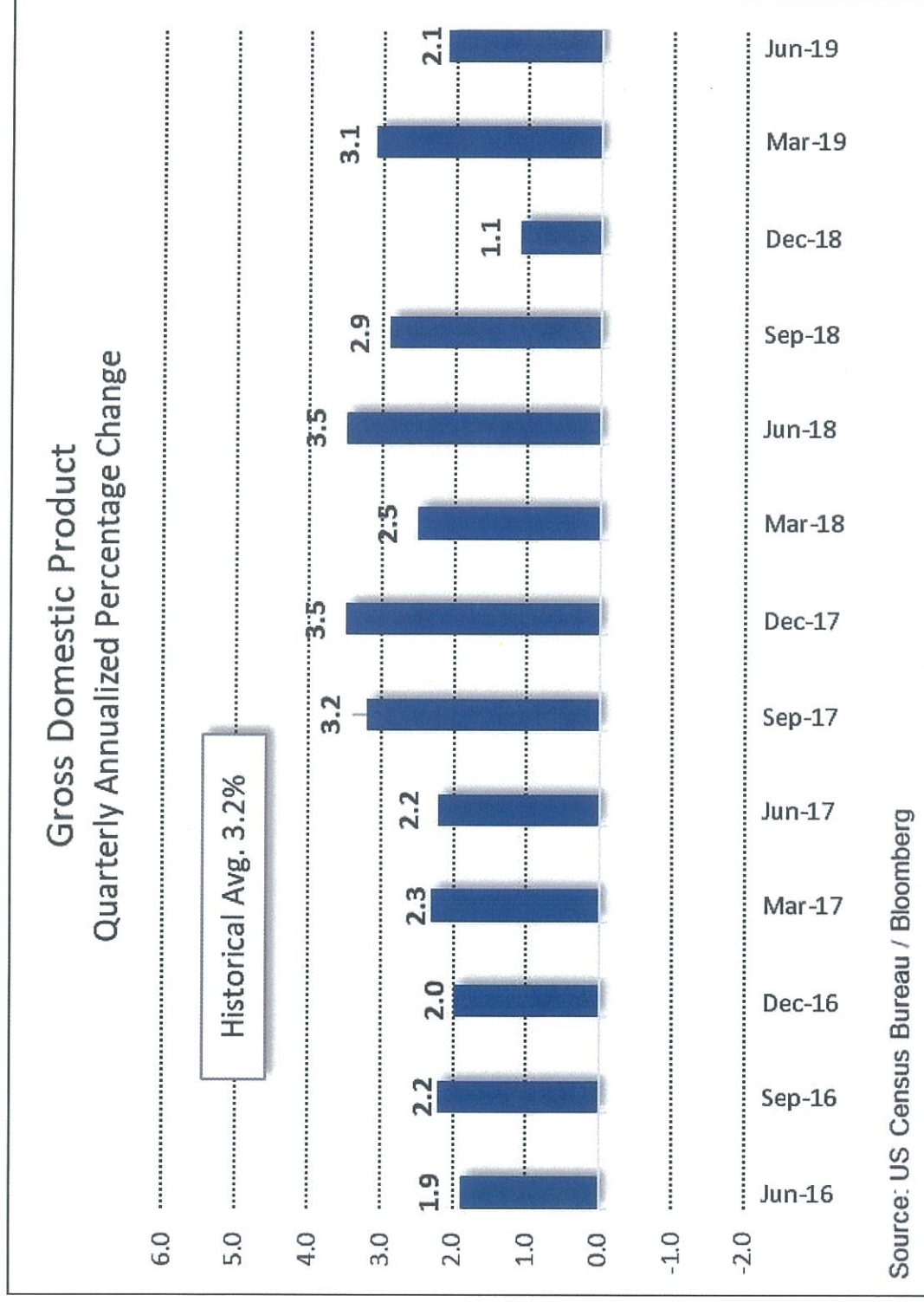
Housing struggles despite low rates.

- Mortgage lending rates have dropped more than 110 basis points since November. ...and will likely drop further.
- Since the giant +26.8% surge early June, mortgage apps have *fallen* 6 of the last 7 weeks.
- Existing home sales fell -1.7% in June, and have been *down on a year-over-year basis 14 of the last 15 months.*
- New home sales rose +7.0% in June after falling -7.8% in May, and -3.7% in April.
- Housing starts fell -0.9% in June and building permits fell -5.2%.



Economic Growth

Q3 GDPNow measure as of Aug 8th is tracking at +1.9%.



The Fed

- On July 31st, the Federal Open Market Committee voted to cut the overnight rate target by 25 basis points to 2.00% to 2.25%, *the first cut in 10 years*. The Fed also announce its balance sheet run-off would end two months early on August 1st.
- The official statement indicated the committee has a generally positive outlook on the economy, but noted some uncertainties remain.
- Notable comments during Fed Chairman Powell's press conference included:
 - The cut was intended to insure against downside risks and boost inflation.
 - The cut was a "mid-cycle adjustment."
 - The Fed was "not seeing the beginning of a lengthy cutting cycle."
 - The Fed could turn around and hike rates later.
 - Trade tensions "appear to have returned to a simmer."
- *The next day* President Trump announced the U.S. was increasing tariffs on Chinese goods.



Market Movement (Since the last meeting)

EQUITY INDEXES			
	DOW	S&P 500	NASDAQ
12/31/2018	23,327	2,507	6,635
8/9/2019	26,287	2,919	7,959
YTD % Change	12.7%	16.4%	20.0%

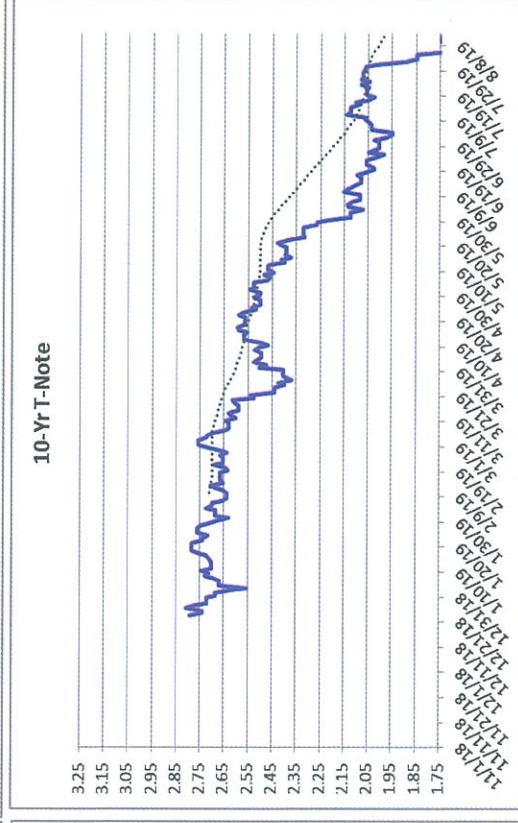
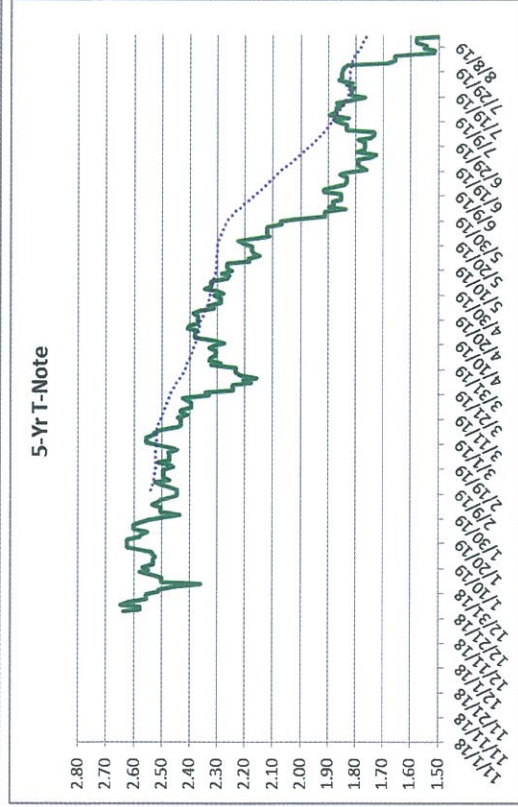
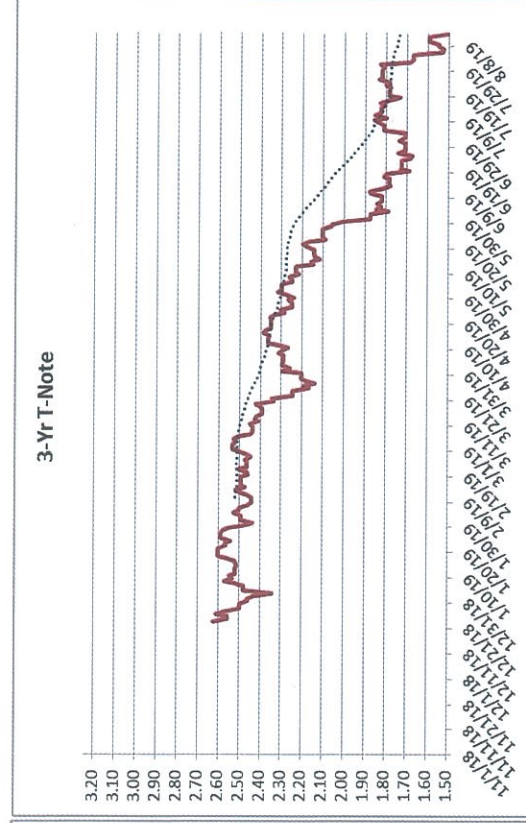
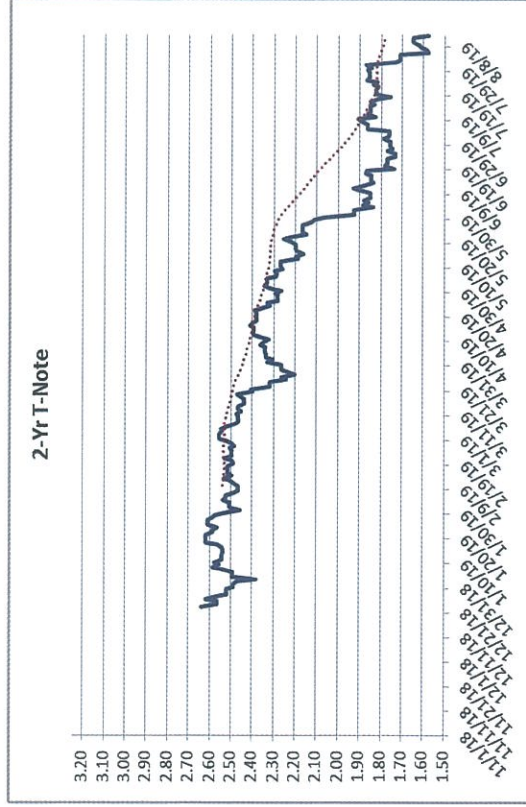
8/9/2018	25,509	2,854	7,892
8/9/2019	26,287	2,919	7,959
Y-o-Y % Change	3.1%	2.3%	0.9%

4/25/2019	26,462	2,926	8,106
8/9/2019	26,287	2,919	7,959
% Change	-0.7%	-0.3%	-1.8%

Trade continues to be a leading factor in market volatility.

INTEREST RATES							
	Date	Fed Funds	6 mo. T-bill	12 mo. T-bill	2 yr. T-note	5 yr. T-note	10 yr. T-note
Last	4/25/2019	2.25%-2.50%	2.46%	2.42%	2.33%	2.33%	2.53%
High			2.46%	2.42%	2.35%	2.35%	2.54%
Low			1.95%	1.77%	1.58%	1.51%	1.70%
End	8/9/2019	2.25%-2.50%	1.95%	1.79%	1.64%	1.57%	1.74%

Selected U.S. Treasury Yield History (8/9/19)



Market Highlights

- The two-year T-note yield has been quite volatile. As recently as May 21st, the two-year yield was 2.25%. A month later, on June 24th, it had fallen more than 50 basis points to 1.73%. Stronger economic data has pushed the yield as high as 1.91% in early July, but after trade tensions escalating the two-year is trading at 1.65% as of August 9th.
- The five-year T-note has traded in lock-step with the two-year, from 2.23% on May 21st, to 1.73% on June 25th, and to 1.80% on July 24th. The five-year is now trading at 1.58% as of August 9th, nearly 75 bps lower than the 2.32% on May 3rd.
- The 10-year T-note yield reached a low of 1.95% in early July and started to climb as expected Fed rate cuts gave a slight boost to inflation expectations. Those expectations have now shifted and the 10-year is currently trading at 1.74% as of August 9th.
- The yield curve slopes downward from 2.03% at the one-month mark, through the five-year bottom at 1.58% where yields slope upward with 10's at 1.74% and the 30-year at 2.26%.
- Agency curve remains inverted:
 - 1-year agency bullet = 1.80% (+3 to T-notes)
 - 2-year agency bullet = 1.65% (+5 to T-note and **-15 bps** versus 1-year)
 - 3-year agency bullet = 1.60% (+7 to T-note and **-5 bps** versus 2-year)

Bloomberg Yield Forecasts

Rate cuts are now widely expected.

Survey release date – 8/8/19

	8/8/19 Most Current	Q3 19	Q4 19	Q1 20	Q2 20	Q3 20	Q4 20	Q1 21
Median Fed Funds (Upper Bound)	2.25%	2.00%	2.00%	2.00%	1.75%	1.875%	1.75%	1.75%
Median Fed Funds (Lower Bound)	2.00%	1.75%	1.75%	1.75%	1.50%	1.50%	1.50%	1.50%
Average US 2-Year	1.64%	1.74%	1.77%	1.78%	1.79%	1.82%	1.83%	1.87%
Average US 10-Year	1.74%	1.97%	2.01%	2.09%	2.14%	2.16%	2.19%	2.26%

Survey release date – 4/11/19

	4/11/19 Most Current	Q2 19	Q3 19	Q4 19	Q1 20	Q2 20	Q3 20	Q4 20
Median Fed Funds (Upper Bound)	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Median Fed Funds (Lower Bound)	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%
Average US 2-Year	2.39%	2.43%	2.49%	2.53%	2.55%	2.56%	2.56%	2.55%
Average US 10-Year	2.54%	2.62%	2.68%	2.75%	2.77%	2.82%	2.86%	2.86%

Bloomberg WIRP Fed Funds Probability

Current – As of 8/9/19

Current Implied Probabilities		3) Add/Remove Rates ▾		Calculated 08/09/2019		Based on rate		2.00-2.25	
Dates	Meeting	Hike Prob	Cut Prob	0.75-1	1-1.25	1.25-1.5	1.5-1.75	1.75-2	Fwd Rate
09/18/2019	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	21.8%	78.2%	1.82
10/30/2019	0.0%	0.0%	100.0%	0.0%	0.0%	14.5%	59.4%	26.0%	1.66
12/11/2019	0.0%	0.0%	100.0%	0.0%	7.1%	36.4%	43.2%	13.4%	1.54
01/29/2020	0.0%	0.0%	100.0%	2.9%	19.2%	39.2%	30.9%	7.8%	1.43
03/18/2020	0.0%	0.0%	100.0%	7.3%	24.5%	37.0%	24.7%	5.7%	1.37
04/29/2020	0.0%	0.0%	100.0%	10.6%	26.9%	34.6%	21.0%	4.6%	1.32
06/10/2020	0.0%	0.0%	100.0%	13.6%	28.3%	32.1%	18.0%	3.8%	1.27

Previously – As of 4/25/19

Current Implied Probabilities		3) Add/Remove Rates ▾		Calculated 04/25/2019		Based on rate		2.25-2.50	
Dates	Meeting	Hike Prob	Cut Prob	1.25-1.5	1.5-1.75	1.75-2	2-2.25	2.25-2.5	Fwd Rate
05/01/2019	0.0%	0.0%	2.6%	0.0%	0.0%	0.0%	2.6%	97.4%	2.42
06/19/2019	0.0%	0.0%	18.2%	0.0%	0.0%	0.4%	17.8%	81.8%	2.38
07/31/2019	0.0%	0.0%	26.3%	0.0%	0.0%	2.1%	24.1%	73.7%	2.35
09/18/2019	0.0%	0.0%	41.7%	0.0%	0.5%	6.7%	34.5%	58.3%	2.30
10/30/2019	0.0%	0.0%	47.0%	0.1%	1.0%	9.3%	36.6%	53.0%	2.28
12/11/2019	0.0%	0.0%	58.9%	0.3%	2.9%	15.4%	40.3%	41.1%	2.22
01/29/2020	0.0%	0.0%	64.1%	0.6%	4.5%	18.5%	40.4%	35.9%	2.19

Source: Bloomberg

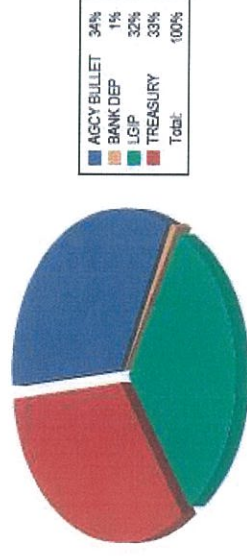
Current Portfolio Characteristics

As of 6/30/2019

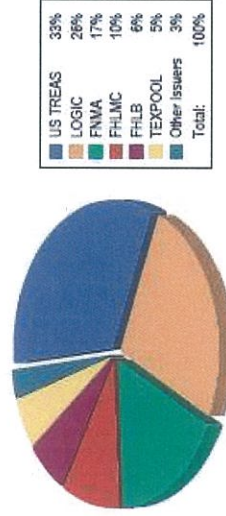
Account Summary

	Beginning Values as of 03/31/19	Ending Values as of 06/30/19
Par Value	166,431,213.05	136,678,027.96
Market Value	166,052,313.07	136,457,467.24
Book Value	166,034,143.46	136,386,768.28
Unrealized Gain / (Loss)	18,169.61	70,698.96
Market Value %	100.01%	100.05%
Weighted Avg. YTW	2.446%	2.461%
Weighted Avg. YTM	2.446%	2.461%

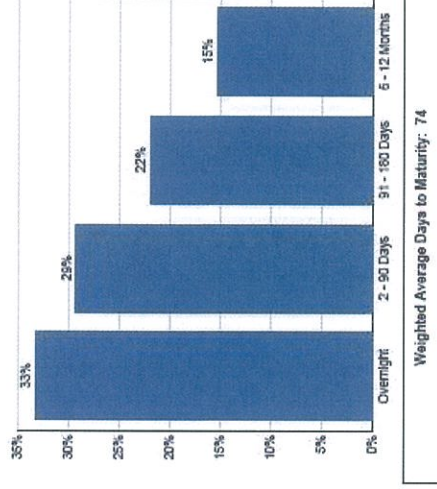
Allocation by Security Type



Allocation by Issuer



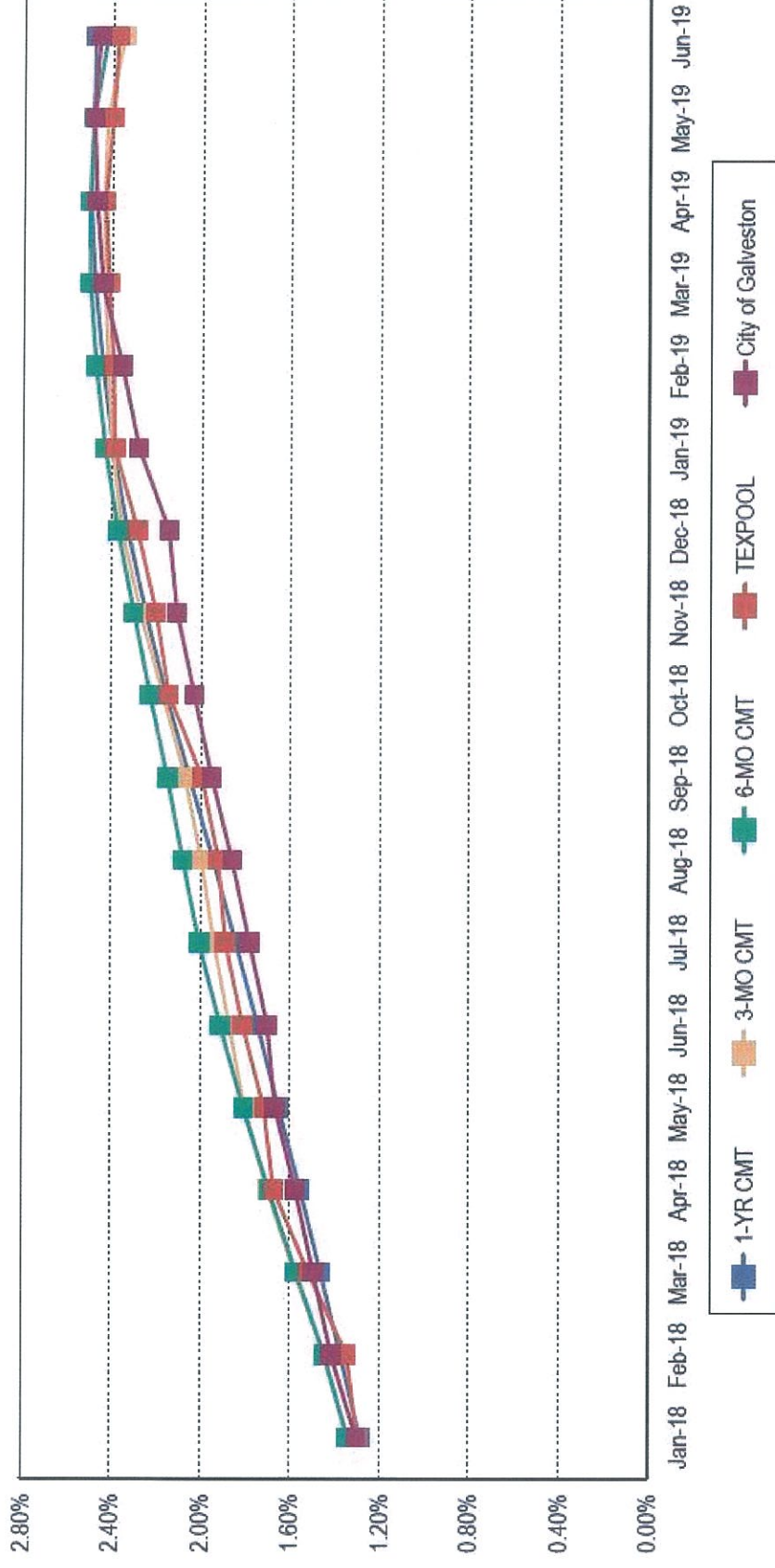
Maturity Distribution %



Credit Quality



Benchmark Comparison



Note 1: CMT stands for Constant Maturity Treasury. This data is published in Federal Reserve Statistical Release H.15 and represents an average of all actively traded Treasury securities having that time remaining until maturity. This is a standard industry benchmark for Treasury securities. The CMT benchmarks are moving averages. The 3-month CMT is the daily average for the previous 3 months, the 6-month CMT is the daily average for the previous 6 months, and the 1-year and 2-year CMT's are the daily averages for the previous 12 months.

Note 2: Benchmark data for TexPool is the monthly average yield.

Portfolio / Strategy Highlights

- Second Quarter 2019 Activity:
 - 10 maturities totaling \$35 million with an average yield of 2.21%
 - 6 purchases totaling \$30 million with an average yield of 2.29% and an average maturity 218 days
- The weighted average maturity remained relatively unchanged from 72 days to 74 days at 6/30/19.
- Overall portfolio yield ticked up slightly from 2.45% to 2.46% during the quarter.
- Portfolio earned \$891,813 during the quarter ending 6/30/19, a slight increase over the \$ 887,930 earned in the prior quarter.
- Compared to the quarter ended 6/30/18, the portfolio yield has climbed from 1.70% to 2.46%, while earnings have increased 46% despite a \$7 million decrease in the size of the portfolio, which decreased from \$144 million a year ago to \$137 million currently.



Relative Value Report



Relative Value Report

Today's Date: 12-Aug-19

Settlement Date: 13-Aug-19

Asset Management.

MATURITY DATE	SECURITY TYPE	DISCOUNT/SPREAD	YIELD
Agency Discount Notes			
04-Sep-19	FNMA	2.010%	2.012%
04-Oct-19	FHLB	2.030%	2.036%
08-Nov-19	FHLB	2.010%	2.020%
03-Dec-19	FHLMC	1.890%	1.901%
26-Dec-19	FHLMC	1.875%	1.888%
03-Feb-20	FHLMC	1.840%	1.857%
02-Mar-20	FHLMC	1.810%	1.829%
31-Mar-20	FHLMC	1.790%	1.811%
12-May-20	NQ	NQ	NQ
12-Jun-20	NQ	NQ	NQ
12-Jul-20	NQ	NQ	NQ
12-Aug-20	NQ	NQ	NQ
Commercial Paper			
12-Sep-19	MUFG Bank NY	2.150%	2.154%
11-Oct-19	Natixis NY	2.150%	2.158%
11-Nov-19	Exxon Mobil	2.080%	2.091%
11-Dec-19	Nestle	1.990%	2.003%
10-Jan-20	Nestle	1.990%	2.007%
10-Feb-20	Nestle	1.970%	1.990%
8-May-20	Nestle	1.940%	1.969%
Agency Bullet (Non-Callable)			
6-Aug-20	FHLB 1.875	+19.0	1.784%
11-Dec-20	FHLB 3.125	+13.5	1.729%
26-Feb-21	FNMA 1.375	+6.0	1.654%
10-May-21	FFCB 2.700	+5.0	1.644%
12-Aug-21	FHLB 1.625	+5.5	1.649%
11-Mar-22	FHLB 2.500	+5.5	1.649%
5-Aug-22	FFCB 1.850***	+6.0	1.592%

*** Spread versus 3-Year Treasury (All others vs 2-Year)

DISCLAIMER: Securities listed here represent the best market offers as of early morning on this date. All information is subject to change at any time without notice. This report is intended for informational purposes only, and is in no way a solicitation or offer to sell any securities or services. This information has been obtained from sources believed to be reliable, but we do not warrant or guarantee the accuracy or timeliness of this information. There are no warranties, expressed or implied, as to accuracy, completeness, or results obtained from this information.

Investment Pool Yields:		TexPool	TexSTAR
Previous Day:		2.169%	2.136%
7 Day Moving Avg:		2.173%	2.134%
Agency Discount Note Yields			
	Current	Week Ago	Month Ago
1 Mo	2.012%	2.022%	2.164%
2 Mo	2.036%	2.016%	2.167%
3 Mo	2.020%	2.000%	2.151%
6 Mo	1.857%	1.888%	1.980%
9 Mo	NQ	NQ	NQ
12 Mo	NQ	1.850%	NQ
Commercial Paper Yields			
	Current	Week Ago	Month Ago
1 Mo	2.154%	2.164%	2.324%
2 Mo	2.158%	2.188%	2.299%
3 Mo	2.091%	2.121%	NQ
4 Mo	2.003%	2.084%	2.166%
5 Mo	2.007%	2.078%	NQ
6 Mo	1.990%	2.051%	NQ
9 Mo	1.969%	1.979%	NQ
Agency Bullet Yields			
	Current	Week Ago	Month Ago
1 Yr	1.784%	1.799%	1.974%
1.5 Yr	1.654%	1.669%	1.944%
2 Yr	1.649%	1.629%	1.959%
2.5 Yr	1.649%	1.669%	1.944%
3 Yr	1.592%	1.635%	1.926%



City of Galveston

FINANCE DEPARTMENT

Michael W. Loftin, Assistant City Manager
MLoftin@GalvestonTx.gov | 409.797.3562 | www.galvestontx.gov

August 22, 2019

To: Brian Maxwell, City Manager
Hon. Mayor and City Council
From: Michael W. Loftin, Assistant City Manager Finance

RE: Conduct the first public hearing to consider the proposed property tax rate of \$0.582433 per \$100 of taxable value for 2019.

I. Background

- A. In accordance with State law, the Galveston County Tax Assessor-Collector (TAC), acting as the City of Galveston's TAC received the City's 2019 tax roll as certified by the Chief Appraiser for Galveston County. The TAC provided the Effective Tax Rate (ETR) calculation for the 2019 tax roll (see attached) using the information from the Galveston County Appraisal District.
- B. The applicable numbers from this year's ETR are as follows:
- | | |
|---|-------------------------|
| 2019 Certified Assessed Value | \$6,467,739,336 |
| 2019 Certified Taxable Value (TV) | \$5,747,765,085 |
| 2019 Taxable Value Still Under ARB Review* | \$ 256,191,050 |
| 2019 Total Taxable Value Including ARB Review | \$6,723,930,386 |
| 2018 Total Taxable Value Including ARB Review | \$6,341,543,294 |
| 2019 New Property Taxable Value | \$ 72,304,737 |
| 2019 Anticipated Collection Rate | 100% |
| Effective Tax Rate | \$0.538771 per \$100 TV |
| Rollback Rate | \$0.582433 per \$100 TV |
| Proposed Rate | \$0.582433 per \$100 TV |
| Property Tax Rate in Proposed Budget | \$0.579885 per \$100 TV |
- *Note: ARB is the Appraisal Review Board.
- C. This year's taxable value is 6.03 percent higher than the 2018 taxable roll.
- D. Total new construction amounts to \$72,304,737 on this year's tax roll, which is 6.52% lower than last year's \$77,346,881 new construction amount.

II. Current Situation

- A. The proposed rate of \$0.579885 is the rate reflected in the FY 2020 Proposed Budget and all associated documents. This is 3.82 percent higher than last year's rate of \$0.561.
- B. The Maintenance and Operations rate is proposed at \$0.532433, which includes the \$0.05 rate that is allocated directly to the Library under the City Charter. This is 4.21 percent higher than last year's M&O rate.
- C. The Debt Service rate is proposed at \$0.0525, which remains unchanged from last year's rate. The rate reflects a \$2,281,000 transfer from the Infrastructure and Debt Service Fund to the Debt Service Fund.





City of Galveston

FINANCE DEPARTMENT

Michael W. Loftin, Assistant City Manager
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- D. The proposed rate of \$0.582433 exceeds the \$0.538771 effective rate. This rate would generate the same amount of revenue as last year if you compare properties taxed in both years.
- E. The proposed rate is the rollback rate of \$0.582433. This rate is the highest tax rate the City can set before the taxpayers can start rollback procedures (petition for a rollback election).
- F. State Tax Code, Section 26.05, requires public hearings on the proposed tax rate if the proposed rate exceeds the lower of the rollback tax rate or the effective tax rate. The proposed tax rate of \$0.582433 is equal to the rollback rate of \$0.582433 yet greater than the effective rate of \$0.538771. By State law, the City must hold two public hearings for the proposed tax rate.
- G. This year's tax roll reflects a slight increase in the number of taxpayers whose taxes are frozen because they are over 65 or disabled and a corresponding increase in the taxes reduced by the City's action in adopting the freeze. The number of frozen accounts has increased from 4,502 last year to 4,562. The City estimates that the amount of taxes lost through the freeze is increasing from \$1,157,100 last year to \$1,273,400 this year.
- H. The TAC will run the notice in the paper for the two public hearings including the disclosures required by State law.
- I. The proposed tax rate of \$0.582433 would generate \$165,000 more than the \$0.579885 rate that is providing the basis for the FY 2020 Proposed Budget.

III. Issues

- 1. The FY 2020 Budget must be approved prior to the adoption of the 2019 property tax rate.
- 2. State law calls for the final tax rate for 2019 to be adopted by City Council prior to September 30. If it is not adopted, State law calls for the council to ratify the effective tax rate (\$0.538771) or last year's rate (\$0.561), whichever is less. In this case, that would be the effective tax rate.
- 3. The City affirmed its existing property tax exemptions in June, 2019, abating a total of \$4.1 million in property taxes this tax year including the tax freeze.



NOTICE OF 2019 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF GALVESTON

A tax rate of \$0.582433 per \$100 valuation has been proposed for adoption by the governing body of City of Galveston. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

The governing body of City of Galveston proposes to use revenue attributable to the tax rate increase for the purpose of providing essential services to the citizens including public safety pay and benefits.

PROPOSED TAX RATE	\$0.582433 per \$100
PRECEDING YEAR'S TAX RATE	\$0.561000 per \$100
EFFECTIVE TAX RATE	\$0.538771 per \$100
ROLLBACK TAX RATE	\$0.582433 per \$100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for City of Galveston from the same properties in both the 2018 tax year and the 2019 tax year.

The rollback tax rate is the highest tax rate that City of Galveston may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS
FOLLOWS:

$$\text{property tax amount} = (\text{rate}) \times (\text{taxable value of your property}) / 100$$

For assistance or detailed information about tax calculations, please contact:

Cheryl E. Johnson, PCC
County Tax Assessor Collector
722 Moody, Galveston, Texas
(409) 765-3277
cheryl.e.johnson@co.galveston.tx.us
www.galcotax.com

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing: August 22, 2019 at 1:30 PM at 2nd Floor Council Chamber,
823 Rosenberg Street, Galveston, TX 77550.

Second Hearing: September 12, 2019 at 1:30 PM at 2nd Floor Council Chamber,
823 Rosenberg Street, Galveston, TX 77550.

NOTICE OF 2019 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF GALVESTON

A tax rate of \$0.582433 per \$100 valuation has been proposed for adoption by the governing body of City of Galveston. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

The governing body of City of Galveston proposes to use revenue attributable to the tax rate increase for the purpose of providing essential services to the citizens including public safety pay and benefits.

PROPOSED TAX RATE	\$0.582433 per \$100
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property tax amount = (rate) x (taxable value of your property)/100

For assistance or detailed information about tax calculations, please contact:

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823 Rosenberg Street, Galveston, TX 77550.

2019 Property Tax Rates in Galveston County Navigation District #1

This notice concerns the 2019 property tax rates for Galveston County Navigation District # 1. It presents information about three tax rates. Last year's tax rate is the actual tax rate the taxing unit used to determine property taxes last year. This year's effective tax rate would impose the same total taxes as last year if you compare properties taxed in both years. This year's rollback tax rate is the highest tax rate the taxing unit can set before taxpayers start rollback procedures. In each case these rates are found by dividing the total amount of taxes by the tax base (the total value of taxable property) with adjustments as required by state law. The rates are given per \$100 of property value.

Last year's tax rate:

Last year's operating taxes	\$1,728,670
Last year's debt taxes	\$0
Last year's total taxes	\$1,728,670
Last year's tax base	\$4,027,468,431
Last year's total tax rate	\$0.042922/\$100

This year's effective tax rate:

Last year's adjusted taxes (after subtracting taxes on lost property)	\$1,714,476
+ This year's adjusted tax base (after subtracting value of new property)	\$4,171,386,151
= This year's effective tax rate	\$0.041100/\$100

(Maximum rate unless unit publishes notices and holds hearings.)

This year's rollback tax rate:

Last year's adjusted operating taxes (after subtracting taxes on lost property and adjusting for any transferred function, tax increment financing, state criminal justice mandate, and/or enhanced indigent healthcare expenditures)	\$4,171,386,151
+ This year's adjusted tax base	\$0.041100/\$100
= This year's effective operating rate	\$0.044388/\$100
x 1.08=this year's maximum operating rate	\$0.000000/\$100
+ This year's debt rate	\$0.044388/\$100
= This year's total rollback rate	\$0.044388/\$100

Statement of Increase/Decrease

If Galveston County Navigation District # 1 adopts a 2019 tax rate equal to the effective tax rate of \$0.041100 per \$100 of value, taxes would decrease compared to 2018 taxes by \$-1,356.

Schedule A - Unencumbered Fund Balance

The following estimated balances will be left in the unit's property tax accounts at the end of the fiscal year. These balances are not encumbered by a corresponding debt obligation.

Type of Property Tax Fund	Balance
	0

Schedule B - 2019 Debt Service

The unit plans to pay the following amounts for long-term debts that are secured by property taxes. These amounts will be paid from property tax revenues (or additional sales tax revenues, if applicable).

Description of Debt	Principal or Contract Payment to be Paid from Property Taxes	Interest to be Paid from Property Taxes	Other Amounts to be Paid	Total Payment
	0	0	0	0
Total required for 2019 debt service				\$0
- Amount (if any) paid from Schedule A				\$0
- Amount (if any) paid from other resources				\$0
- Excess collections last year				\$0
= Total to be paid from taxes in 2019				\$0
+ Amount added in anticipation that the unit will collect only 100.00% of its taxes in 2019				\$0
= Total debt levy				\$0

This notice contains a summary of actual effective and rollback tax rates' calculations. You can inspect a copy of the full calculations at GCTO, 722 Moody, Galveston, Texas 77550.

Name of person preparing this notice: Cheryl E. Johnson, PCC
Title: Galveston County Tax Assessor Collector
Date Prepared: 08/07/2019

ORDINANCE NO. 19-__

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, ABANDONING PROPERTY ADJACENT TO 10702 SCHAPER DRIVE AND ADJACENT PROPERTY TO THE WEST AND SOUTH AND ADJACENT PROPERTIES ARE LEGALLY DESCRIBED AS THE SOUTH 1,115 FEET OF LOT 397 (397-3); AND THE NORTH PORTION OF LOT 398 (398-2); TRIMBLE AND LINDSEY, SECTION 1; AND LOTS 370-373, 388-395, 406, 408-415, 417, 426-430, 433-436, 448-450, 453, 470 AND PART OF LOTS 368, 369, 374, 375, 398, 399, 405 AND ADJACENT RIGHT OF WAY, TRIMBLE AND LINDSEY, IN THE CITY AND COUNTY OF GALVESTON, TEXAS; PLANNING CASE NUMBER 19P-043; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, the Applicant, is Lamson Nguyen and Adjacent property owners are the Galveston Bay Foundation and Lamson Nguyen, and the Easement Owner, is the City of Galveston; and,

WHEREAS, the property is commonly known as property Adjacent to 10702 Schaper Drive and adjacent property to the west and south and Adjacent properties are legally described as the South 1,115 feet of Lot 397 (397-3); and the North Portion of Lot 398 (398-2); Trimble and Lindsey, Section 1; and Lots 370-373, 388-395, 406, 408-415, 417, 426-430, 433-436, 448-450, 453, 470 and part of Lots 368, 369, 374, 375, 398, 399, 405 and adjacent right of way, Trimble and Lindsey, in the City and County of Galveston, Texas; and,

WHEREAS, the Applicant, is requesting that the City abandon approximately 330 linear-feet of right of way adjacent to his property on the west end of Schaper Drive and an additional 50-feet adjacent to the property to the west owned by Galveston Bay Foundation, as more particularly described and detailed in the Staff Report with attachments, attached hereto as **Exhibit 1**, for all intents and purposes; and,

WHEREAS, as set out in the Staff Report, the total square footage being requested is 19,000 square-feet that includes the 2,500 square foot section adjacent to the Galveston Bay Foundation property. If the abandonment is approved the 2,500 square foot section of right of way will be purchased by the applicant and donated to the Galveston Bay Foundation; and,

WHEREAS, Staff finds the abandonment will not impact the transportation system since this section of Schaper Drive is not an improved roadway and has been fenced from access for some time; and,

WHEREAS, the property was reviewed pursuant to Texas Local Government Code, Chapter 272.001; and,

WHEREAS, Staff recommends approval of the request for abandonment with conditions as set out in Section 3 below; and,

WHEREAS, at its meeting of August 6, 2019, the Planning Commission recommended approval of the request, with specific conditions listed in section 3 below; and,

WHEREAS, after conducting a public hearing, the City Council of the City of Galveston, Texas, deems it in the public interest to abandon this property, subject to the conditions listed 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 adopted by the City Council and made a part hereof for all purposes.

SECTION 2. The City Council of the City of Galveston, Texas, hereby releases any and all interest in the subject property. The City Council of the City of Galveston, Texas, hereby abandons to applicant approximately **the total square footage being requested is 19,000 square-feet that includes the 2,500 square foot section adjacent to the Galveston Bay Foundation property**, as more detailed in the Staff Report with attachments, attached hereto as **Exhibit 1**, and fully incorporated for all intents and purposes, located in the City and County of Galveston, Texas.

SECTION 3. This abandonment is subject to the following conditions:

Specific Conditions for Abandonment:

1. The applicant shall replat the abandoned right-of-way no later than February 6, 2020;
2. The applicant shall notify the City of Galveston of any objections from CenterPoint Energy and resolve any objection with CenterPoint Energy;
3. An easement shall be required for drainage within this area to be preserved and any alterations to the existing drainage must be approved by Public Works prior to finalizing the abandonment;

Standard Conditions for Abandonment

4. The applicant shall pay for an opinion letter from a licensed appraiser, regarding the market value of the subject property. The licensed appraiser shall be appointed by the City;
5. The applicant shall pay the value of the right-of-way, as determined by an appraiser, after it is reviewed and approved by the City Manager;
6. 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; and;
7. Upon payment of the property and execution of the Deed without Warranty, a replat of the properties shall be completed within 6 months of the filing of the deed, or prior to the issuance of a building permit for this portion of property, whichever comes first.

SECTION 4. 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 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 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 7. This Ordinance shall be and become effective on August 22, 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 August 22, 2019, 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 _____, 2019.

Secretary for the City Council
of the City of Galveston

AGREEMENT OF GRANTEE

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

I, **Lamson Nguyen, and the Galveston Bay Foundation**, hereby accept the terms and conditions of Ordinance No. 19-____, I assert that I am authorized to execute this agreement. I promise to comply with the terms and conditions of said Ordinance and I agree to make payment of the consideration as required therein.

Executed at Galveston, Galveston County, Texas, this the ____ day of _____, 2019.

By: _____
Lamson Nguyen

By: _____
Galveston Bay Foundation,
Bob Stokes, Director

DEED WITHOUT WARRANTY

Effective Date: _____, 2019

Grantor: City of Galveston, Texas

Grantee: Lamson Nguyen,
Galveston Bay Foundation

Consideration:

Ten Dollars (\$10.00) and other good and sufficient consideration hereby acknowledged.

Property (including any improvements):

That certain real property commonly described as an approximate the total square footage being requested is 19,000 square-feet that includes the 2,500 square foot section adjacent to the Galveston Bay Foundation property and which is commonly known as Adjacent to 10702 Schaper Drive and adjacent property to the west and south. Adjacent properties are legally described as the South 1,115 feet of Lot 397 (397-3); and the North Portion of Lot 398 (398-2); Trimble and Lindsey, Section 1; and Lots 370-373, 388-395, 406, 408-415, 417, 426-430, 433-436, 448-450, 453, 470 and part of Lots 368, 369, 374, 375, 398, 399, 405 and adjacent right of way, Trimble and Lindsey, in the City and County of Galveston, Texas.

Reservations from Conveyance: All Mineral Interests.

Exceptions to Conveyance and Warranty:

Subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and any applicable taxes for 2018, which will be paid by Grantee.

To HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, his heir and assigns forever. Grantor does GRANT, SELL and CONVEY the property to Grantee without any express or implied warranty.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" "WHERE IS" "WITH ALL FAULTS," with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose.

Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's

examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties.

When the context requires, singular nouns and pronouns include the plural.

ATTEST:

THE CITY OF GALVESTON

By: _____
Janelle Williams, City Secretary

By: _____
Brian Maxwell, City Manager

APPROVED AS TO FORM:

City Attorney's Office

ACCEPTANCE

The foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, to assume and be bound by all the obligations, conditions, covenants and agreements therein contained.

By: _____
Lamson Nguyen

By: _____
Galveston Bay Foundation,
Bob Stokes, Director

STATE OF TEXAS §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on the _____ day of _____, 2019 by **Brian Maxwell, City Manager** of the 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 _____, 2019 by Lamson Nguyen.

Notary Public, State of Texas

**STATE OF TEXAS §
COUNTY OF GALVESTON §**

This instrument was acknowledged before me on the _____ day of _____, 2019 by Galveston Bay Foundation, Bob Stokes in the capacity as the Director.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Lamson Nguyen;
1011 61st Street
Galveston, TX 77551



19P-043

STAFF REPORT

ADDRESS:

Adjacent to 10702 Schaper Drive and adjacent property to the west and south

LEGAL DESCRIPTION:

Adjacent properties are legally described as the South 1,115 feet of Lot 397 (397-3); and the North Portion of Lot 398 (398-2); Trimble and Lindsey, Section 1; and Lots 370-373, 388-395, 406, 408-415, 417, 426-430, 433-436, 448-450, 453, 470 and part of Lots 368, 369, 374, 375, 398, 399, 405 and adjacent right of way, Trimble and Lindsey; in the City and County of Galveston, Texas.

APPLICANT/REPRESENTATIVE:

Lamson Nguyen

ADJACENT PROPERTY OWNERS:

Lamson Nguyen and Galveston Bay Foundation

EASMENT OWNER:

City of Galveston

ZONING:

Residential, Single Family (R-1)

REQUEST:

Abandonment

APPLICABLE REGULATIONS:

Texas Local Government Code, Chapter 272.001

STAFF RECOMMENDATION:

Approval

EXHIBITS:

A – Aerial Map

B – Survey of Street Right of Way

C – Applicant's Submittal

STAFF:

Janice Norman, Planning Manager
409-797-3670
normanjan@cityofgalveston.org

City Department Notification Responses:

No Objection from City Departments

Public Notice and Comment:

Sent	Returned	In Favor	Opposed	No Comment
9				



Executive Summary:

The applicant is requesting an abandonment of 330 linear-feet of right of way adjacent to his property on the west end of Schaper Drive. The applicant is also requesting an additional 50-feet adjacent to the property to the west owned by Galveston Bay Foundation, who have enjoined in the application. The total square footage being requested is 19,000 square-feet that includes the 2,500 square foot section adjacent to the Galveston Bay Foundation property. If the abandonment is approved the 2,500 square-foot section of right of way will be purchased by the applicant and donated to the Galveston Bay Foundation. This section of Schaper Drive is an unimproved section of right of way and has been fenced off from access.

Zoning and Land Use

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

Impact on Transportation System

Staff finds that the abandonment will not impact the transportation system since this section of Schaper Drive is not an improved roadway and has been fenced from access for some time.

Impact on Public Utilities and Services

No objections were received from any public or private utilities with comments from:

1. CenterPoint Energy requested that a Street/Alley closure application be submitted. The applicant was notified and submitted the application to CenterPoint Energy. If there are any objections from CenterPoint Energy the applicant will notify the City and resolve the objection with CenterPoint Energy prior to the completion of the abandonment.
2. Kyle Hockersmith, Director of Public works did submit a late comment:
The primary concern is drainage infrastructure along this right of way. This infrastructure consists of open ditch drainage ways that provide stormwater drainage off the Schaper road right of way. Any drainage provision within this area needs to be preserved and any alterations need to be approved by Public Works.

Other Hearings

Planning Commission at their regular meeting on August 6, 2019, voted unanimously to recommend approval of the abandonment and to add a third specific condition regarding the Director of Public Works comment. Please reference Specific Condition number three below.

Staff Recommendation

Staff recommends the request be approved with the following conditions:

Specific Conditions:

1. The applicant shall replat the abandoned right-of-way no later than February 6, 2020;
2. The applicant shall notify the City of Galveston of any objections from CenterPoint Energy and resolve any objection with CenterPoint Energy;
3. An easement shall be required for drainage within this area to be preserved and any alterations to the existing drainage must be approved by Public Works prior to finalizing the abandonment;

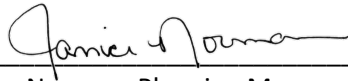
Standard conditions for an abandonment:

4. The applicant shall pay for an opinion letter by an appraiser, regarding the market value of the subject property. The appraiser shall be appointed by the City;
5. The applicant shall pay the value of the right-of-way, as determined by an appraiser, after it is reviewed and approved by the City Manager;
6. 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; and;

7. Upon payment of the property and execution of the Deed without Warranty, a replat of the properties shall be completed within 6 months of the filing of the deed, or prior to the issuance of a building permit for this portion of property, whichever comes first.

Respectfully submitted,



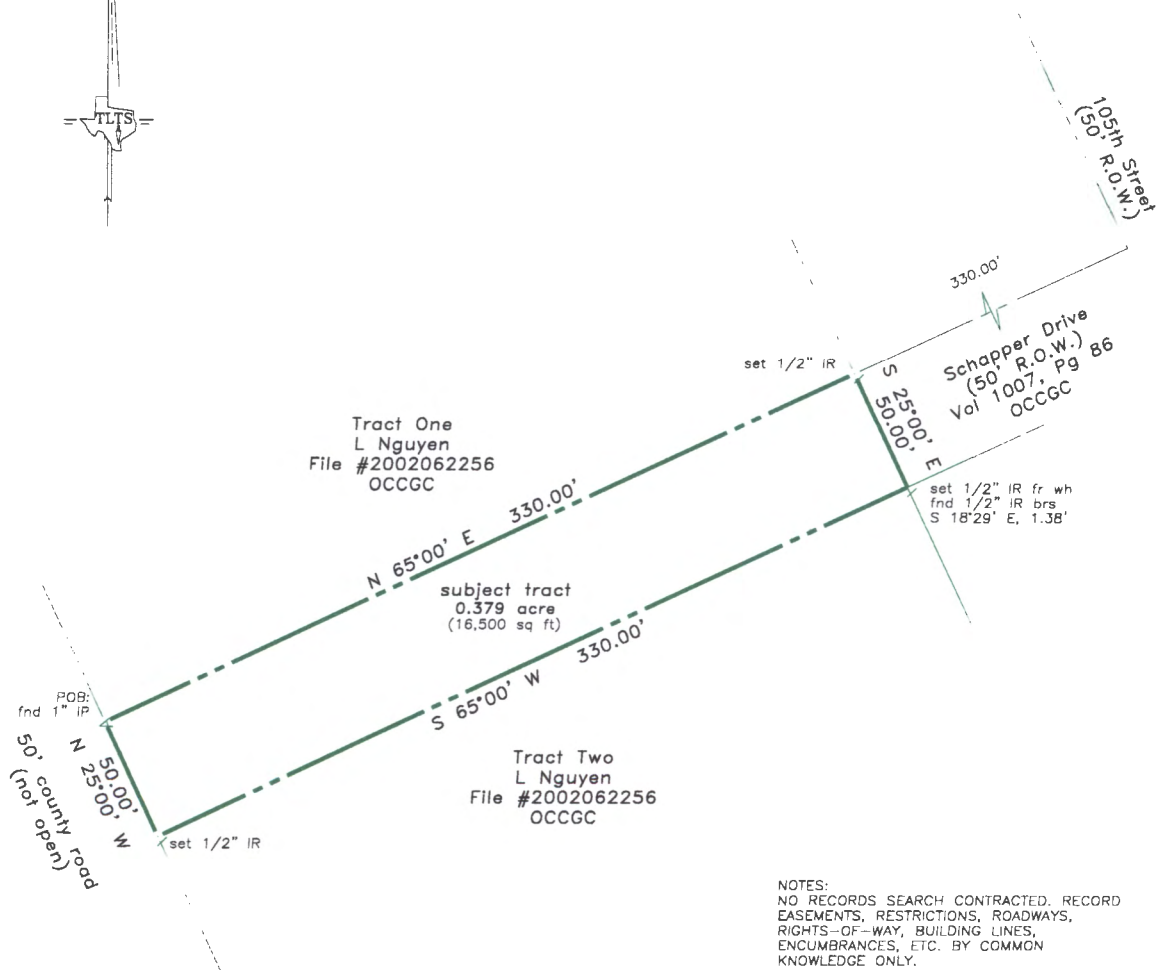
Janice Norman, Planning Manager

Date



Catherine Gorman, Assistant Director, HPO, AICP

Date



NOTES:
NO RECORDS SEARCH CONTRACTED. RECORD
EASEMENTS, RESTRICTIONS, ROADWAYS,
RIGHTS-OF-WAY, BUILDING LINES,
ENCUMBRANCES, ETC. BY COMMON
KNOWLEDGE ONLY.
CLIENT HOLDS TLTS, INC. HARMLESS FROM
RESPONSIBILITY FOR SAME

- Restrictions as per recorded
plat unless otherwise noted
- True ground distances shown
- Bearings assumed as platted
- Survey monuments reconciled
w/numerous previous surveys

LAND TITLE SURVEY OF A TRACT OF LAND being
the West 1/2 of the Second Strip conveyed to
the County of Galveston, in Volume 1007, Page
86, in the Office of the County Clerk of
Galveston County, Texas, containing 0.379 acre
(16,500 square feet) of land and being further
described in the Field Notes attached.

Vacant property: Schaper Road
Galveston County, Texas

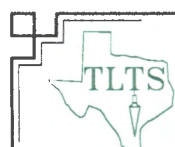
This survey is certified for this transaction only and may only
be relied on by Lamson Nguyen. This survey is only valid if
print has original seal and signature of surveyor.

I hereby certify that this survey was made on the ground
under my direct supervision and that this plat correctly
represents the facts found at the time of the survey.



Laurence C. Wall

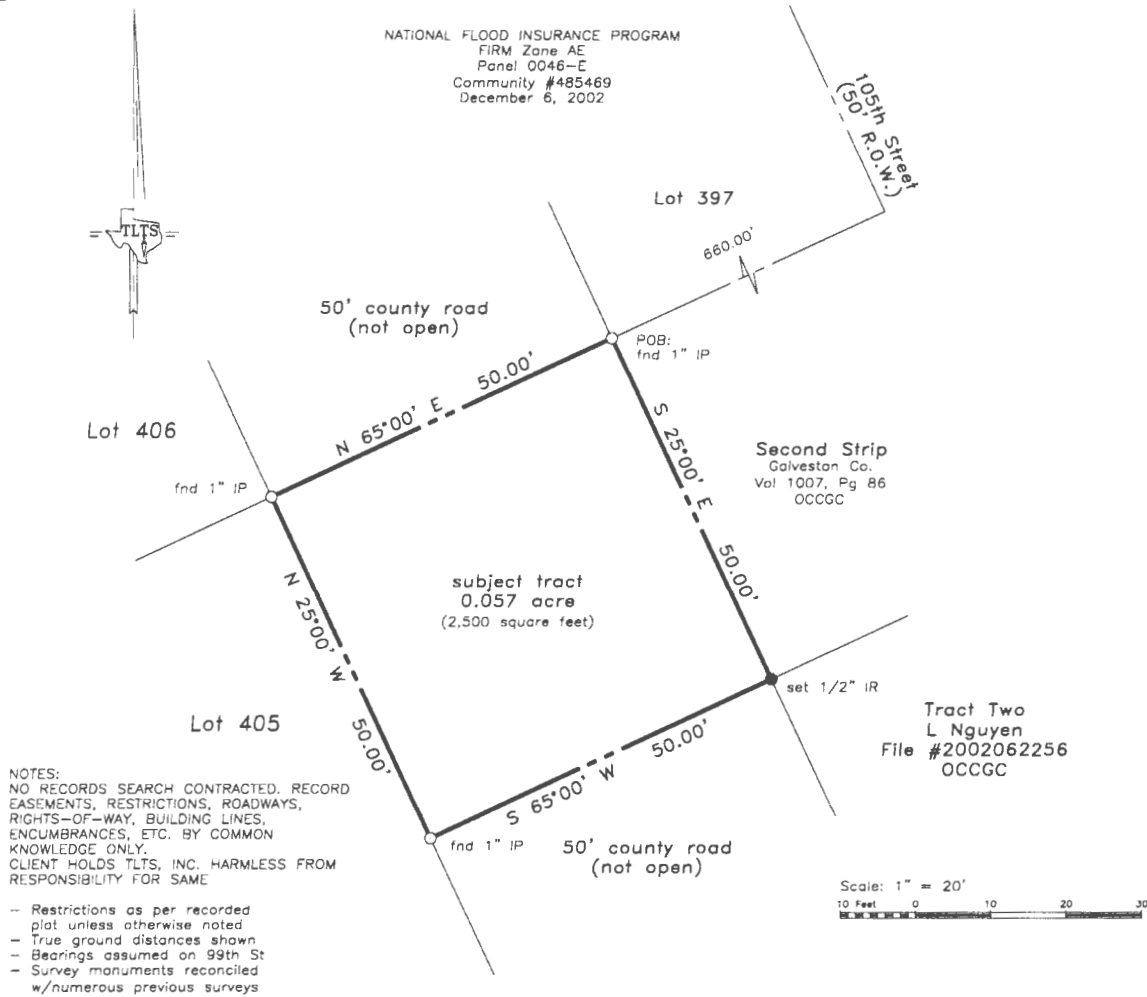
Laurence C. Wall
RPLS #4814
May 7, 2019



TLTS, Inc.
TEXAS LAND TITLE SURVEYORS
1801 Moody Avenue
Galveston, Texas 77550
(409) 765-8883

ABANDON TO LAMSON

ABANDON TO GAL BAY FOUNDATION



LAND TITLE SURVEY OF A TRACT OF LAND, out of the 50 foot public road between Lots 398 and 405, , Section 1, Trimble and Lindsey Survey of Galveston Island, in Galveston County, Texas, said TRACT OF LAND containing 0.057 acre (2,500 square feet) of land and being further described as follows:

BEGINNING at a one inch diameter steel pipe (1" IP) found for the southwest corner of Lot 397, the northwest corner of Lot 398 and the northwest corner of the "SECOND STRIP", a 50 foot right-of-way conveyed to the County of Galveston, by deed recorded in Volume 1007, Page 86, in the Office of the County Clerk of Galveston County, Texas (OCCGC);

THEN S 25° 00' E along the West line of the Second Strip, 50.00 feet to a set 1/2" steel reinforcement bar (1/2" IR) for the southwest corner of the Second Strip and the northwest corner of Tract Two, described in File #2002062256, OCCGC;

THEN S 65° 00' W across the 50 foot county road, 50.00 feet to a found 1" IP in the East line of Lot 405;

THEN N 25° 00' W along the common line of Lot 405 and the county road, 50.00 feet to a found 1" IP at the northeast corner of Lot 405, also being the southeast corner of Lot 406;

THEN N 65° 00' E across the county road, 50.00 feet to the POINT OF BEGINNING, containing 0.057 acre (2,500 square feet) of land.

Vacant property: Schaper Road
Galveston County, Texas

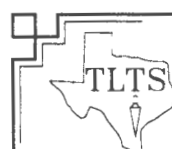
This survey is certified for this transaction only and may only be relied on by Lamson Nguyen. This survey is only valid if print has original seal and signature of surveyor.

I hereby certify that this survey was made on the ground under my direct supervision and that this plat correctly represents the facts found at the time of the survey.

Laurence C. Wall
RPLS #4814
June 16, 2019



Laurence C. Wall



TLTS, Inc.
TEXAS LAND TITLE SURVEYORS
1801 Moody Avenue
Galveston, Texas 77550
(409) 765-8883

GALVESTON BAY
FOUNDATION

409631
LAMSON

REQUEST FOR
ABANDONMENT, AREA
BETWEEN LAMSON TO
LAMSON, AREA
BETWEEN GBF TO GBF

409632
LAMSON

389614

115542

115570

375925

613626

613626

425550

115462

115459

103rd St

per Dr

18155

118173

413928

413931

118039

118038

118034

3569

117986

117983

117980

1179





ORDINANCE NO. 19-____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING THE 2015 GALVESTON LAND DEVELOPMENT REGULATIONS TO COMPLY WITH STATE LAW LEGISLATIVE CHANGES, INCLUDING BUT NOT LIMITED TO; PROVIDING FOR EXEMPTIONS REGULATING BUILDING MATERIALS FOR HISTORIC LANDMARKS AND DISTRICTS; REGULATIONS REGARDING DESIGNATION OF LOCAL HISTORIC LANDMARKS; REGULATIONS REGARDING TIME FRAME FOR REVIEW OF PLATS/REPLATS; REGULATIONS REGARDING ACCEPTANCE OF AN AFFIDAVIT AS AUTHORIZATION TO OBTAIN CITY PERMIT RELATING TO REAL PROPERTY; AND REGULATIONS REGARDING TIME FRAME OF FILING OF APPEALS TO THE CITY'S BOARDS OF ADJUSTMENTS; PLANNING CASE NUMBER 19ZA-005; PROVIDING FOR AN EFFECTIVE DATE; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, on March 5, 2015, City Council adopted the 2015 Galveston Land Development Regulations; and,

WHEREAS, the 86th Legislative session has resulted in new state laws that require amendments to the Galveston Land Development regulations; and,

WHEREAS, as presented in the Staff Report, attached and incorporated herein as **Exhibit 1**, the requested amendments are in accordance with mandated legislative changes and provided in Section 2 herein; and,

WHEREAS, additionally, as presented in the Staff Report, and in accordance with state law the City can retain its current ability to review, notice, and provide for a public hearing regarding requests to replat; and,

WHEREAS, per Section 13.203 and Section 13.700 of the Galveston Land Development regulations, and as presented in the Staff Report, the requested amendments are in accordance with the criteria for text amendments; and,

WHEREAS, text amendments shall serve the purposes of:

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; and,

WHEREAS, in preparation and consideration of proposed text amendments the Planning Commission and the 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

WHEREAS, Staff, recommends the City retain its current ability to review, notice, and provide for a public hearing regarding requests to replat; and,

WHEREAS the Planning Commission, at its regular meeting of August 6, 2019, voted to recommend the City retain its current ability to review, notice, and provide for a public hearing regarding requests to replat; and,

WHEREAS, Staff, recommends approval of the text amendment to comply with state law legislative changes as provided in Section 2 herein,

WHEREAS, the Planning Commission, at its regular meeting of August 6, 2019, reviewed the legislative changes as presented from staff, and recommends approval of the text amendment; and,

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 comply with state law legislative changes, and for the City retain its current ability to review, notice, and provide for a public hearing regarding requests to replat as provided in Section 2 and Section 3 herein.

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 the City Council finds that it is in the public's interest to

approve the text amendment to comply with state law legislative changes to read and provide as follows:

ARTICLE 3. District Yard, Lot and Setback Requirements

Notes (cont.):

12. Broadway Boulevard Design Standards (19th Street to 61st Street and 61st Street to Causeway).

- a. **Cross access easement required.** If access provided from Broadway Boulevard, maximum of two curb cuts, maximum curb cut width is 25 feet.
- b. **Vending machines and vending kiosks** visible from Broadway Boulevard right-of-way are prohibited.
- c. ~~**Building Materials:** exterior new or renovated shall use stucco, brick, either painted or textured wood, concrete, tile, glass block, or cast iron.~~
- d. ~~**Roof Materials:** Spanish roof tiles, standing seam metal, or composition shingle (applies if visible from right of way). Repair and maintenance work exempt.~~
- ec. **Vehicle Access** Where alternative access available, access prohibited from Broadway.
- fd. **Fencing Prohibited:** Fronting on Broadway Boulevard.
- ge. **Residential Fencing Maximum Height:** 42 inches solid fence; 80 inches open fence design. Barbed wire and chain link prohibited.
- hf. **Exceptions to fence regulations:** A protective barrier of 30 inches height and located behind a solid landscaped screen. Fences existing on the date this ordinance passed. Parking lots associated with hotel/motel resort developments. Barbed wire and cyclone fences installed prior to the adoption of this ordinance.
- ig. **Building Massing and Scale**
 - 1. Integrate new developments with the relevant character, massing, scale and form of buildings on Broadway Boulevard. Building Facades shall be designed with a distinct base, middle, and top. The maximum building height shall not to exceed three stories or 45 feet, whichever is more restrictive.
 - 2. Corner buildings may exceed the maximum building height by 25% for 20% of the building's frontage along each corresponding street facade.
 - 3. Featured corner or vista terminating tower elements, tower time clocks and varied height parapet walls at the building facade are permitted and shall be exempt from the height limit so long as they are no taller than 25% of the height of the building.
- jh. **Building Orientation**
 - 1. Buildings shall be oriented towards Broadway Boulevard. Primary

entrances to buildings shall be located on Broadway Boulevard.

2. Build-to-line – seventy percent (70%) of commercial buildings shall be located at Broadway Boulevard property line.
3. Build-to-zone – Single Family Residential Structures shall be located within the Build-to Zone, the build-to-zone shall be the area between the property line abutting the Broadway Ave. right-of-way and a parallel line fifteen feet into the lot from the property line abutting the Broadway Ave. right-of-way.
4. Side yard setback(s) shall be zero (0) with fire rated walls.

ki.

Encroachment(s)

1. Canopies, signs, awnings, balconies and similar overhangs may encroach over any required setbacks or the sidewalk as long as the vertical clearance is a minimum of 8 feet. In no case shall an encroachment be located over an on-street parking or travel lane.

lj.

Exterior Ramps and Stairs

2. When required, ramps shall be oriented perpendicular to the primary facade in order to minimize the visual impact and pedestrian accessibility of the primary facade.
3. Exterior stairs steps shall be located towards the primary entrance along the primary facade and connect with the public sidewalk for ease of pedestrian access.

mk.

Grade Changes

1. Maximum grade changes from Broadway to 30-foot setback from property line shall not exceed 30 inches based upon a 6 inch plus 1 in 20 slope up to a maximum rise of 24 feet (Please see diagram A).
2. Maximum grade change from side street (north-south streets) to 10-foot setback from property line shall not exceed 18 inches based upon a 6 inch curb height plus 1 in 20 slope up to a maximum rise of 12 inches (refer to diagram b).
3. Additional elevation height changes to comply with minimum flood elevation shall occur with an accessible ramp, stairs, or Texas Accessibility Standards (TAS) code approved methods. Refer to facade design guidelines section of Broadway Design Guidelines for further requirements for exterior stairs and ramps.
4. Additional/steeper grade height changes may occur within the property lines outside the stipulated setback areas. Grade changes must comply with TAS.

nl.

FEMA Flood Elevation (Dry Floodproofing)

1. Dry Floodproofing – In accordance with 44CFR 60.3 Floodplain Management Criteria for flood prone areas. § (C)(3)(4) non-residential structures will have the lowest floor below the Base Flood Elevation (BFE) dry floodproofed and certified by a registered professional engineer the structure is watertight below the base flood elevation.

2. Elevated - Stairs or ramps (internal or external) may be used to mitigate higher differentials between grade level and the active first floor of an elevated structure. To prevent structures from eliminating the connection to a sidewalk, fenestrations and/or entrances shall be brought down to the pedestrian level. Use of human scaled architectural elements including landscaped berms, stoops, porches, and articulated facades can be incorporated into the structure's design to preserve Broadway's familiar streetscape.

om. Parking

1. Parking on Broadway Blvd shall not exceed 1 space per 150 sq. ft. of gross floor area.

pn. Pedestrian Zone

1. Along all street frontages, sidewalks shall be installed. Broadway – six foot landscape strip/street furniture zone at back of curb with an eight foot wide sidewalk; or a twelve foot sidewalk at back of curb.
2. Along all street frontages – an eight foot wide sidewalk shall be installed at back of curb.
3. Seventy percent (70 %) of the building frontage on shall provide a shaded structure.

qo. Service Elements

1. Service elements such as trash dumpsters, utility meters, backflow preventers, electrical, plumbing, mechanical, and communications equipment shall be located away from a street front. All service elements shall be situated and screened from view to the street and adjacent properties.

rp. Windows and Spacing

1. At the first story, facades along a frontage line shall have frequent windows glazed with clear glass no less than seventy percent (70%) of the corresponding street level facade.
2. There shall be corresponding street frontage facade.
3. There shall be no blank walls greater than 10 feet in width along any street frontage facade.
4. Subdivide large areas of glazing with 8 inch wide walls or frames to complement and express the architecture of the building.
5. Mirror, tinted, and reflective windows are prohibited.

sq. Auto-Related Businesses (*Between 19th Street and 65th Street*)

1. All auto-oriented businesses, including low speed vehicles, (golf carts, recreational vehicles) shall operate (including display) within an enclosed structure.

ARTICLE 6. Subdivision

Sec. 6.203 - Construction Plans

- B. Four copies of plan profile sheets, 24 x 36 inches in size and platted to a scale of 20 feet to one-foot horizontal and 2-inch to one-inch vertical for all streets and alleys in the subdivision. An arrow pointing north shall be clearly marked on all sheets, and plans shall be oriented with north towards the top of the sheet or to the right. These plan-profiles shall show the rights-of-way of the street, portions of rights-of-way of intersecting streets, location of existing curbs and gutters, proposed storm water structures, and water and sewer lines, as well as any other utility that may be located in the street area. The existing ground elevation and the proposed top of curb shall be shown on each side of the street and reference benchmark with its elevation (U.S.C. & G.S. Datum Plane).
- C. A final plat shall not be filed until the city engineer has approved all associated construction plans. The city engineer shall approve, approve with conditions, or disapprove the construction plans within 30 days of the date the construction plans are submitted. The 30 day period may be extended, for a period not to exceed 30 additional days, at the written request of the applicant.

ARTICLE 10. Zoning and Overlay Districts Standards

Sec. 10.401 - Zoning Standards Applicable in a Traditional Neighborhood (TN) Zoning District

9. To encourage a variety of usable civic places and facilities, as important destinations in the neighborhood, such as schools, libraries, recreation and community centers.
- ~~10. To prohibit inappropriate building materials such as reflective glass and aluminum siding, which are inconsistent with the traditional character of historic Galveston.~~

Table 10.105
Designation Procedures

Process Step	Galveston Landmarks	Historic Overlay Districts
Application	1. Historic Preservation Officer (the Officer) provides applications prescribed by the Landmark Commission. a. Must be submitted by at least 51 percent of the owners of the subject	1. Same as for GLs, except that applications must include a petition signed by property owners representing at least 51 percent of the land area in the proposed overlay district area who request the designation.

	property and said owners shall swear or affirm that they are the majority of property owners and consent to the designation of a GL. <u>Owner consent may be withdrawn at any time during the GL designation process.</u> b. Completed application, including all applicable documents and fees, submitted to Officer. 2. The City Council, Planning Commission, or Landmark Commission may initiate the designation process without a formal application. <u>Property owned by an organization that qualifies as a religious organization under Section 11.20 of the Tax Code is exempt from this provision.</u>	2. The City Council, Planning Commission, or Landmark Commission may initiate the designation process without a formal application
Administrative Review and Public Notice	***	***
Landmark Commission	1.Landmark Commission conducts a public hearing and considers the application based on the designation criteria and the public comment received. a. Applicants may appear before the Commission in person or by agent and shall furnish the Officer all plans, specifications, drawings, renderings, and designs necessary for the Commission to render a final decision. b. The Commission shall, in an open meeting, recommend approval or	<u>Same as for GLs.</u> <u>1. Landmark Commission conducts a public hearing and considers the application based on the designation criteria and the public comment received.</u> <u>a. Applicants may appear before the Commission in person or by agent and shall furnish the Officer all plans, specifications, drawings, renderings, and designs necessary for the Commission to render a final decision.</u> <u>b. The Commission shall, in an open meeting,</u>

	denial of the application for designation as a GL. If the Commission recommends denial of the application, the Commission shall state the reasons why it recommended denial. <u>If the designation is initiated by City Council, Planning Commission, or Landmark Commission, the vote for approval must be a three-fourths majority vote.</u> 2. Following a final recommendation by the Commission, the Officer schedules a public hearing before the Planning Commission and provides notices of the public hearing in accordance with Section 13.308, Public	<u>recommend approval or denial of the application for designation as a historic district. If the Commission recommends denial of the application, the Commission shall state the reasons why it recommended denial.</u> <u>2. Following a final recommendation by the Commission, the Officer schedules a public hearing before the Planning Commission and provides notices of the public hearing in accordance with Section 13.308, Public Notice.</u>
Planning Commission	1. Planning Commission conducts a public hearing and considers the application, its consistency with the City of Galveston 2011 Comprehensive Plan and other relevant neighborhood or community plans, and the recommendation of the Landmark Commission. a. Applicants may appear before the Planning Commission in person or by agent and shall furnish the Officer all plans, specifications, drawings, renderings, and designs necessary for the Commission to render a final decision. b. The Commission shall, in an open meeting,	<u>Same as for GLs.</u> <u>1. Planning Commission conducts a public hearing and considers the application, its consistency with the City of Galveston 2011 Comprehensive Plan and other relevant neighborhood or community plans, and the recommendation of the Landmark Commission.</u> <u>a. Applicants may appear before the Planning Commission in person or by agent and shall furnish the Officer all plans, specifications, drawings, renderings, and designs necessary for the Commission to render a final decision.</u> <u>b. The Commission shall,</u>

	recommend approval or denial of the application for designation as a GL. If the Commission recommends denial of the application, the Commission shall state the reasons why it recommended denial. <u>If the designation is initiated by City Council, Planning Commission, or Landmark Commission, the vote for approval must be a three-fourths majority vote.</u> 2. Following a final recommendation by the Commission, Officer schedules a public hearing before the City Council and provides notices of the public hearing in accordance with Section 13.308, Public Notice.	<u>in an open meeting, recommend approval or denial of the application for designation as a historic district. If the Commission recommends denial of the application, the Commission shall state the reasons why it recommended denial.</u> <u>2. Following a final recommendation by the Commission, Officer schedules a public hearing before the City Council and provides notices of the public hearing in accordance with Section 13.308, Public Notice.</u>
City Council	1. City Council conducts a public hearing and considers the application and the recommendations of the Landmark Commission and Planning Commission. a. Applicants may appear before the Council in person or by agent and shall furnish all plans, specifications, drawings, renderings, and designs necessary for the Council to render a final decision. b. The Council shall, in an open meeting, either approve or deny the application for designation as a GL. The decision of the Council shall be final. <u>If the designation is initiated by</u>	<u>Same as for GLs.</u> <u>1. City Council conducts a public hearing and considers the application and the recommendations of the Landmark Commission and Planning Commission.</u> <u>a. Applicants may appear before the Council in person or by agent and shall furnish all plans, specifications, drawings, renderings, and designs necessary for the Council to render a final decision.</u> <u>b. The Council shall, in an open meeting, either approve or deny the application for designation as a historic district. The decision of the Council</u>

	City Council, Planning Commission, or Landmark Commission, the vote for approval must be a three-fourths majority vote.	shall be final.
Recordation	***	***

ARTICLE 13. Permits and Procedures

Sec. 13.303 - Applications

- A. **Generally.** Every application for an approval required by these regulations shall be submitted on a form approved by the Development Services Department and shall include the corresponding application fee.
- B. **Applicant.** Unless otherwise specified in these regulations, applications for review and approval may be initiated by the owner of the property that is the subject of the application or the owner's authorized agent. When an authorized agent files an application under these regulations on behalf of a property owner, the agent shall provide written documentation that the owner of the property has authorized the filing of the application. In lieu of the owner's authorization, the applicant may submit an Affidavit of Authority to Transfer as allowed under Section 12.019 of the Property Code.

Sec. 13.303 305 Staff Review and Referral

- C. **Administrative Recommendation or Decision.** Complete applications shall be processed as follows:
 1. If the application is for an administrative permit approval, the Development Services Director shall approve, approve with conditions, or deny the application as appropriate.
 2. For minor plats, such decisions or referrals shall be made within 30 days of the City staff determination of a complete application date of submittal. The 30 day period may extended, for a period not to exceed 30 additional days, at the written request of the applicant.

Sec. 13.504 Minor Plats

- C. **Process.** The Development Services Director shall receive the application and either approves it or schedules it for Planning Commission review and decision within 30 days of it being determined complete per Section

~~13.304, Application Completeness Review~~ being submitted. The 30 day period may be extended, for a period not to exceed 30 additional days, at the written request of the applicant. The Development Services Director is not authorized to deny a minor plat.

DIVISION 13.900 ADMINISTRATIVE APPEALS

SEC. 13.901 ADMINISTRATIVE APPEALS

C. Initiation and Timing of Appeal.

1. ~~The applicant may appeal that decision~~ Appeals to the body specified in subsection B, above, ~~may be made~~ by filing a notice of appeal with the Development Services Director or with the Historic Preservation Officer for appeals of Landmark Commission decisions.

a. ~~For administrative decisions not related to a specific application, address, or project, the following persons may appeal:~~

A. ~~A person aggrieved by the decision; or~~

B. ~~Any officer, department, board, or bureau of the municipality affected by the decision.~~

b. ~~For administrative decision related to a specific application, address, or project, the following persons may appeal:~~

A. ~~The applicant;~~

B. ~~The property owner or representative of the owner;~~

C. ~~A person aggrieved by the decision and is the owner of real property within 200 feet of the property that is subject of the decision; or~~

D. ~~Any officer, department, board, or bureau of the City affected by the decision.~~

The notice of appeal must be filed not more than ~~10 business~~ 20 days from the date of the final decision. The right of appeal terminates if the notice of appeal is not filed in this time period.

1.2. The notice of appeal shall specify the decision appealed from and the basis for the appeal, which shall include the specific sections of these Regulations that are alleged to have been overlooked or applied in error, and in what specific way this has affected or will affect the aggrieved party who initiated the appeal. Such statement of the basis of the appeal shall provide sufficient detail to put the City on notice with respect to the matters to be raised.

- E. **Hearings and Sworn Testimony.** A public hearing shall be held on the appeal not later than 60 days from the date the appeal is filed. Testimony at the public hearing shall be sworn.

SECTION 3. In accordance with the provisions of state law, the City shall retain its current ability to review, notice, and provide for a public hearing regarding requests to replat.

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 August 22, 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 August 22, 2019, 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 _____, 2019.

Secretary for the City Council
of the City of Galveston



19ZA-005

STAFF REPORT

APPLICANT:

City of Galveston

REQUEST:

Text Amendment

APPLICABLE ZONING LAND USE REGULATIONS:

Article 3: Yard, Lot, and Setback Standards; Article 6: Subdivision, Article 10: Historic, NCD, HDDZ, and Traditional Neighborhood Standards; and Article 13: Permits and Procedures

PROPOSED TEXT AMENDMENT:

To make various amendments to the Land Development Regulations as required by recently adopted state laws

EXHIBITS:

A – Text Amendments

STAFF:

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

Executive Summary:

The 86th Texas Legislative session has resulted in new state laws that require amendments to the Land Development Regulations (LDR). While most of the changes are mandated by state law, there is one policy decision to be made regarding platting and the public hearing process.

Policy Decision:

H.B. 3314 removed the public hearing requirement for minor plats unless a subdivision variance is required. The only minor plat that currently requires a public hearing is a plat that results in the increase in density in an R-0 or R-1 zoning district (ex: from one lot to two lots). In 2018, the Planning Commission reviewed eight such requests. In lieu of the public hearing, H.B. 3314 establishes a new notification requirement, in which, after the minor plat is approved, staff notifies the property owners within 200 feet. The notice is to include information regarding the outcome and staff contact.

The removal of the public hearing process is optional and cities may retain the current process. The role of the Planning Commission in plat reviews is defined by state law and it is ministerial in nature. If the plat meets all of the subdivision requirements than it must be approved. The Planning Commission can only deny a plat if it is found to be in non-conformance with the Comprehensive Plan. Because this role is so tightly defined, the current notification and public hearing process can be frustrating for surrounding property owners. They can attend the public hearing and express their concerns about the proposal, but, ultimately, the plat must be approved. However, staff anticipates that property owners will find notification after approval equally frustrating. The timeframe for an administrative minor plat is two to three weeks; while the timeframe for a Planning Commission minor plat is four to six weeks.

The choices are:

1. Retain the current notification and public hearing process.
2. Eliminate the current notification and public hearing process and notify surrounding property owners after the plat has been approved.

The Planning Commission reviewed this policy decision at their July 16, 2019 meeting. The Commission voted to recommend retaining the current notification and public hearing process. The vote was six in favor and one in opposition. Staff is also recommending the retention of the current process.

The mandated state law changes are as follows:

H.B. 2439 (Phelan) – Building Materials: Prohibited from regulating building materials for residential or commercial construction. Provides exemptions for historic landmarks and districts. Effective 9/1/19.

- *Modify Article 3, Commercial Addendum to remove building and roofing material requirements on Broadway*

Executive Summary Cont.

- *Modify Section 10.401(A)(10) to remove reference to building materials*

H.B. 3167 (Oliverson/Hughes) – Land Development Applications/Replats: Sets 30 day review period for plats. Time frame can be extended for another 30 days if requested by the applicant. Effective 9/1/19.

- *Modify Section 6.203 to reflect changes in time periods*
- *Modify Section 13.305(C)(2) to reflect changes in time periods*
- *Modify Section 13.504(C) to reflect changes in time periods*

H.B. 2496 (Cyrier/Buckingham) – Local Historic Landmarks: if the designation is initiated by the City, than all votes must be a super-majority. Owner consent required for properties owned by religious organizations. If initiated by the owner, consent may be withdrawn at any time. An impact statement must be provided to the owner. Effective immediately.

- *Modify Table 10.105 to provide for $\frac{3}{4}$ majority votes by Landmark, Planning, and City Council*
- *Modify Table 10.105 to clarify that the owner may withdraw consent during designation process*
- *Modify Table 10.105 to state that owner consent is required for properties owned by qualified religious organizations*
- *Application modified to provide notice of impact to property*

H.B. 1833 (Wray) – Transfer of Real Property: provides that in lieu of owners authorization for government permits, an affidavit may be executed identifying one or more individuals who may act on behalf of the owner. The affidavit must attest that the individual:

(a) is at least 18 years old;

(b) is authorized to execute and deliver the affidavit on behalf of the entity;

(c) is fully competent to execute and deliver the affidavit on behalf of the entity; and

(d) understands that third parties will rely on the truthfulness of the statements made in the affidavit.

The affidavit must be recorded in the county clerk's office in the county in which the property is located. Effective 9/1/19.

- *Modify Section 13.303 to allow for affidavit in lieu of owner authorization*

H.B. 2497 (Cyrier/Hughes) – Board of Adjustment: Increases the parties who may appeal a staff decision. Increases the amount of time for an appeal to be filed from 10 days to 20 days. Stipulates that the appeal hearing must take place within 60 days of date the appeal is filed. Effective 9/1/19.

- *Modify Section 13.901(C) to allow for initiation of an appeal by various parties including:*
 - o *Applicant,*
 - o *Property owner,*
 - o *Aggrieved party who owns property within 200 feet, or*
 - o *City official.*
- *Modify Section 13.901(C) to increase the amount of time to file an appeal from an administrative decision from 10 days to 20 days*
- *Modify Section 13.901(D) to provide the timing of the hearing not later than 60 days from the date the appeal is filed.*

Criteria for Text Amendments

Per Section 13.203: Discretionary Approval and Designations of the Land Development Regulations:

Any proposed use that is not explicitly classified as a permitted, specific, temporary, or prohibited use shall be reviewed and considered by the City Council for classification. The City Council may either choose to interpret the proposed use as an existing classified use, or adopt it as a new use and designate it as a permitted, specific, temporary, or prohibited use based on the base and/or overlay zoning district(s).

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.

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.

Consideration for Text Amendments

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

The Planning Commission reviewed at the August 6, 2019 and voted to recommend approval. The vote was unanimous.

Staff Recommendation

Staff recommends approval of the request as submitted.

Respectfully Submitted,

Catherine Gorman, AICP
Assistant Director/HPO

Date

COMMERCIAL (C)

Notes (cont.):

11. Commercial District Fence Regulations. Maximum height of a fence is 8 feet. Fence must be constructed in a workmanship manner. Horizontal and vertical support posts are inside of the fence area or otherwise hidden from both the neighbor's and public's view. Fences with a shadow-box design shall be considered to hide support posts. No more than two different types of fencing material are permitted. Property owners shall be responsible for the maintenance of the fencing on their property and for removal of any fence if it becomes unsightly or a menace to public safety, health, or welfare. Fences shall be maintained in an upright condition. It shall be the responsibility of the property owner to ensure that a fence does not block or obstruct the flow of storm water. Corrosive resistant material required.
12. **BROADWAY BOULEVARD DESIGN STANDARDS (19th Street to 61st Street and 61st Street to Causeway).**
 - a. **Cross access easement required.** If access provided from Broadway Boulevard, maximum of two curb cuts, maximum curb cut width is 25 feet.
 - b. **Vending machines and vending kiosks** visible from Broadway Boulevard right-of-way are prohibited.
 - ~~c. **Building Materials:** exterior new or renovated shall use stucco, brick, either painted or textured wood, concrete, tile, glass block, or cast iron.~~
 - ~~d. **Roof Materials:** Spanish roof tiles, standing seam metal, or composition shingle (applies if visible from right-of-way). Repair and maintenance work exempt.~~
 - ~~ec. **Vehicle Access:** Where alternative access available, access prohibited from Broadway.~~
 - ~~fd. **Fencing Prohibited:** Fronting on Broadway Boulevard.~~
 - ~~ge. **Residential Fencing Maximum Height:** 42 inches solid fence; 80 inches open fence design. Barbed wire and chain link prohibited.~~
 - ~~hf. **Exceptions to fence regulations:** A protective barrier of 30 inches height and located behind a solid landscaped screen. Fences existing on the date this ordinance passed. Parking lots associated with hotel/motel resort developments. Barbed wire and cyclone fences installed prior to the adoption of this ordinance.~~
 - ~~ig. **Building Massing and Scale**~~
 1. Integrate new developments with the relevant character, massing, scale and form of buildings on Broadway Boulevard. Building Facades shall be designed with a distinct base, middle, and top. The maximum building height shall not to exceed three stories or 45 feet, whichever is more restrictive.
 2. Corner buildings may exceed the maximum building height by 25% for 20% of the building's frontage along each corresponding street facade.
 3. Featured corner or vista terminating tower elements, tower time clocks and varied height parapet walls at the building facade are permitted and shall be exempt from the height limit so long as they are no taller than 25% of the height of the building.
 - ~~jh. **Building Orientation**~~
 1. Buildings shall be oriented towards Broadway Boulevard. Primary entrances to buildings shall be located on Broadway Boulevard.

COMMERCIAL (C)

Notes (cont.):

2. Build-to-line – seventy percent (70%) of commercial buildings shall be located at Broadway Boulevard property line.
3. Build-to-zone – Single Family Residential Structures shall be located within the Build-to Zone, the build-to-zone shall be the area between the property line abutting the Broadway Ave. right-of-way and a parallel line fifteen feet into the lot from the property line abutting the Broadway Ave. right-of-way.
4. Side yard setback(s) shall be zero (0) with fire rated walls.

Kj. Encroachment(s)

1. Canopies, signs, awnings, balconies and similar overhangs may encroach over any required setbacks or the sidewalk as long as the vertical clearance is a minimum of 8 feet. In no case shall an encroachment be located over an on-street parking or travel lane.

lj. Exterior Ramps and Stairs

2. When required, ramps shall be oriented perpendicular to the primary facade in order to minimize the visual impact and pedestrian accessibility of the primary facade.
3. Exterior stairs steps shall be located towards the primary entrance along the primary facade and connect with the public sidewalk for ease of pedestrian access.

mk. Grade Changes

1. Maximum grade changes from Broadway to 30-foot setback from property line shall not exceed 30 inches based upon a 6 inch plus 1 in 20 slope up to a maximum rise of 24 feet (Please see diagram A).
2. Maximum grade change from side street (north-south streets) to 10-foot setback from property line shall not exceed 18 inches based upon a 6 inch curb height plus 1 in 20 slope up to a maximum rise of 12 inches (refer to diagram b).
3. Additional elevation height changes to comply with minimum flood elevation shall occur with an accessible ramp, stairs, or Texas Accessibility Standards (TAS) code approved methods. Refer to facade design guidelines section of Broadway Design Guidelines for further requirements for exterior stairs and ramps.
4. Additional/steeper grade height changes may occur within the property lines outside the stipulated setback areas. Grade changes must comply with TAS.

nl. FEMA Flood Elevation (Dry Floodproofing)

1. Dry Floodproofing – In accordance with 44CFR 60.3 Floodplain Management Criteria for flood prone areas. § (C)(3)(4) non-residential structures will have the lowest floor below the Base Flood Elevation (BFE) dry floodproofed and certified by a registered professional engineer the structure is watertight below the base flood elevation.
2. Elevated – Stairs or ramps (internal or external) may be used to mitigate higher differentials between grade level and the active first floor of an elevated structure. To prevent structures from eliminating the connection to a sidewalk, fenestrations and/or entrances shall be brought down to the pedestrian level. Use of human scaled architectural elements including landscaped berms, stoops, porches, and articulated facades can be incorporated into the structure's design to preserve Broadway's familiar streetscape.

COMMERCIAL (C)

Notes (cont.):

em. Parking

1. Parking on Broadway Blvd shall not exceed 1 space per 150 sq. ft. of gross floor area.

pn. Pedestrian Zone

1. Along all street frontages, sidewalks shall be installed. Broadway – six foot landscape strip/street furniture zone at back of curb with an eight foot wide sidewalk; or a twelve foot sidewalk at back of curb.
2. Along all street frontages – an eight foot wide sidewalk shall be installed at back of curb.
3. Seventy percent (70 %) of the building frontage on shall provide a shaded structure.

eq. Service Elements

1. Service elements such as trash dumpsters, utility meters, backflow preventers, electrical, plumbing, mechanical, and communications equipment shall be located away from a street front. All service elements shall be situated and screened from view to the street and adjacent properties.

fp. Windows and Spacing

1. At the first story, facades along a frontage line shall have frequent windows glazed with clear glass no less than seventy percent (70%) of the corresponding street level facade.
2. There shall be corresponding street frontage facade.
3. There shall be no blank walls greater than 10 feet in width along any street frontage facade.
4. Subdivide large areas of glazing with 8 inch wide walls or frames to complement and express the architecture of the building.
5. Mirror, tinted, and reflective windows are prohibited.

sq. Auto-Related Businesses (*Between 19th Street and 65th Street*)

1. All auto-oriented businesses, including low speed vehicles, (golf carts, recreational vehicles) shall operate (including display) within an enclosed structure.

13. SEAWALL BOULEVARD DESIGN STANDARDS (South Jetty east to Condo Road; Condo Road west to 39th Street; 39th Street west to 61st Street; 61st Street west to Cove View Boulevard).

- a. **Fencing:** Prohibited within area between the north right-of-way line of Seawall Boulevard and south façade of building.
- b. **Residential Fencing Maximum Height:** 42 inches solid fence; 60 inches open fence design.
- c. **Vending Machines:** attached to permanent structure, meet setbacks, proper ventilation (i.e. phones, ice machines, water, soft drinks, etc.)
- d. **Buffering/Screening** between commercial/lodging uses and residential zones and uses: A 4 foot wide landscaped strip and a 5 foot solid all or fence along all common property lines including rear property lines separated by right-of-way.
- e. **Maximum Driveway Width:** A maximum driveway width of 30-feet is permitted for all properties. A minimum of 30-feet must be maintained between each drive of the same use and/or property.

14. Properties located on the 2700 block of Market/Avenue D, lots north on Market/Avenue D between 27th Street and 26th Street and lots on the 2600 block of Mechanic/Avenue C – No Parking Requirement. (Ord. 16-037)

6. To provide for commercial retail structures directly facing on wide sidewalks, with parking in the rear or in enclosed garage space, with upper floors above retail applicable for compatible multifamily residential, office and other uses.
7. To provide for the majority of residential lots served by rear service lanes or alleys.
8. To provide, in single family detached areas, for quarters above garages in the rear of residential lots, providing expanded housing opportunities. Garages or garage doors, which face the principal street, should have increased front yard setbacks to minimize the visibility of garage doors.
9. To encourage a variety of usable civic places and facilities, as important destinations in the neighborhood, such as schools, libraries, recreation and community centers.

~~10. To prohibit inappropriate building materials such as reflective glass and aluminum siding, which are inconsistent with the traditional character of historic Galveston.~~

SEC. 10.402 GENERAL REGULATIONS/PROVISIONS/ELIGIBILITY

- A. All applications for TN developments shall be submitted with written authorization from the property owner(s).
- B. The minimum tract area shall be 50 acres of developable land, excluding protected wetlands, beaches, and dunes, unless mitigated.
- C. This ordinance will provide for the traditional neighborhood character through the modification of certain City zoning and subdivision standards, consistent with promoting the health, safety, welfare and appearance of the community, including reduced front yard setbacks, a variety of lot types, the compatible mixing of uses within the same structure, and where appropriate, wider sidewalks and a network of pedestrian and bikeways.
- D. Direct access from major state highway, or arterial street to the TN development shall be provided.
- E. All TNs shall be served by public water and sewer systems.
- F. Mixed-use buildings shall conform with the applicable construction requirements of the City Building Code.
- G. All parking, lighting, and landscaping shall comply with Articles 7, 8, and 9 of these Land Development Regulations, respectively.

SEC. 10.403 AREA BULK AND DIMENSIONAL REGULATIONS

The following area and dimensional regulations in a TN shall apply:

- A. **Maximum Building Coverage** on a lot shall be as follows:

- | | |
|--------------------------------|-----|
| 1. Single family detached: | 60% |
| 2. Single family patio or ZLL: | 70% |
| 3. Single family attached: | 80% |
| 4. Commercial mixed-use: | 85% |

Required by H.B. 3167

SEC. 6.202 PLAT ANNOTATIONS

All provisions for the maintenance of private infrastructure shall be contained in notes on the face of any filed plat or development plat.

SEC. 6.203 CONSTRUCTION PLANS

Following approval of a preliminary plat and prior to submission of a final plat, the applicant shall provide to the Development Services Director for referral to the proper departments:

- A. Two preliminary prints of the proposed final plat, pursuant to Section 13.500, Subdivision Plat Procedures, indicating and describing the location of all permanent survey monuments and block corners in accordance with the following standards:
 1. Each lot must be accurately surveyed and suitable corner markers set prior to construction of any building or fence on the lot.
 2. All perimeter points and angle points in the boundary survey shall be permanently marked by a one-half-inch, iron rod embedded in a 6 inch cylinder of concrete, flush with the ground, with a minimum depth of 30 inches.
 3. Permanent benchmarks, based on NAVD (North American Vertical Datum 1988), shall be set not more than 1,000 feet apart along all street lines. Elevations on fire hydrants, manhole rings, and spikes in utility poles are not acceptable.
- B. Four copies of plan profile sheets, 24 x 36 inches in size and platted to a scale of 20 feet to one-foot horizontal and 2-inch to one-inch vertical for all streets and alleys in the subdivision. An arrow pointing north shall be clearly marked on all sheets, and plans shall be oriented with north towards the top of the sheet or to the right. These plan-profiles shall show the rights-of-way of the street, portions of rights-of-way of intersecting streets, location of existing curbs and gutters, proposed storm water structures, and water and sewer lines, as well as any other utility that may be located in the street area. The existing ground elevation and the proposed top of curb shall be shown on each side of the street and reference benchmark with its elevation (U.S.C. & G.S. Datum Plane).
- C. A final plat shall not be filed until the city engineer has approved all associated construction plans. The city engineer shall approve, approve with conditions, or disapprove the construction plans within 30 days of the date the construction plans are submitted. The 30 day period may be extended, for a period not to exceed 30 additional days, at the written request of the applicant.
- D. As-built construction plans shall be provided to the City at completion of construction revised to reflect all as-built changes to the original design drawings. These plans shall be provided on reproducible Mylar and electronically compatible with the latest version of AutoCAD software.

SEC. 6.204 INSPECTIONS

- A. The City Engineer may conduct interim inspections at any point during construction of private improvements.
- B. Upon the completion of the work covered by the construction plans, the owner shall notify the City Engineer in writing. Upon receipt of notification, the City Engineer will inspect the construction work. If all work is found to be satisfactorily completed, then the City Council will consider the acceptance of the improvements for the contractor's two-year maintenance period.
- C. The contractor shall provide to the City a two year maintenance bond for all public infrastructures to assure the quality of materials and workmanship and maintenance of all required improvements. Bonds shall be provided in the amount of the contractor's bid for all installed public infrastructure.

2. The definition of and considerations for a HOD in the *Historic Design Standards*; and
3. The criteria and considerations for proposed zoning map amendments provided in Division 13.600, Map Amendments.

SEC. 10.105 DESIGNATION PROCEDURES (ORD. 18 - 026)

The designations under this Division for GLs and HODs are through common procedures as outlined in Table 10.105, Designation Procedures, along with certain variations unique to each type of designation.

Table 10.105 Designation Procedures		
Process Step	Galveston Landmarks	Historic Overlay Districts
Application	1. Historic Preservation Officer (the Officer) provides applications prescribed by the Landmark Commission. a. Must be submitted by at least 51 percent of the owners of the subject property and said owners shall swear or affirm that they are the majority of property owners and consent to the designation of a GL. <u>Owner consent may be withdrawn at any time during the GL designation process.</u> b. Completed application, including all applicable documents and fees, submitted to Officer. 2. The City Council, Planning Commission, or Landmark Commission may initiate the designation process without a formal application. <u>Property owned by an organization that qualifies as a religious organization under Section 11.20 of the Tax Code is exempt from this provision.</u>	1. Same as for GLs, except that applications must include a petition signed by property owners representing at least 51 percent of the land area in the proposed overlay district area who request the designation. 2. The City Council, Planning Commission, or Landmark Commission may initiate the designation process without a formal application.
Administrative Review and Public Notice	1. Officer reviews and determines completeness of application in accordance with Section 13.304, Application Completeness Review. 2. Upon determination of a complete application, Officer provides notices of the application and notice of a public hearing before the Landmark Commission in accordance with Section 13.308, Public Notice.	Same as for GLs.
Landmark Commission	1. Landmark Commission conducts a public hearing and considers the application based on the designation criteria and the public comment received. a. Applicants may appear before the Commission in person or by agent and shall furnish the Officer all plans, specifications, drawings, renderings, and designs necessary for the Commission to render a final decision. b. The Commission shall, in an open meeting, recommend approval or denial of the application for designation as a GL. If the Commission recommends denial of the application, the Commission shall state the reasons why it recommended denial. <u>If the designation is initiated by City Council. Planning</u>	Same as for GLs. <u>1. Landmark Commission conducts a public hearing and considers the application based on the designation criteria and the public comment received.</u> <u>a. Applicants may appear before the Commission in person or by agent and shall furnish the Officer all plans, specifications, drawings, renderings, and designs necessary for the Commission to render a final decision.</u>

	<u>Commission, or Landmark Commission, the vote for approval must be a three-fourths majority vote.</u> 2. Following a final recommendation by the Commission, the Officer schedules a public hearing before the Planning Commission and provides notices of the public hearing in accordance with Section 13.308, Public Notice.	<u>b. The Commission shall, in an open meeting, recommend approval or denial of the application for designation as a historic district. If the Commission recommends denial of the application, the Commission shall state the reasons why it recommended denial.</u> 2. <u>Following a final recommendation by the Commission, the Officer schedules a public hearing before the Planning Commission and provides notices of the public hearing in accordance with Section 13.308, Public Notice.</u>
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Process Step	Galveston Landmarks	Historic Overlay Districts
Planning Commission	1. Planning Commission conducts a public hearing and considers the application, its consistency with the <i>City of Galveston 2011 Comprehensive Plan</i> and other relevant neighborhood or community plans, and the recommendation of the Landmark Commission. a. Applicants may appear before the Planning Commission in person or by agent and shall furnish the Officer all plans, specifications, drawings, renderings, and designs necessary for the Commission to render a final decision. b. The Commission shall, in an open meeting, recommend approval or denial of the application for designation as a GL. If the Commission recommends denial of the application, the Commission shall state the reasons why it recommended denial. <u>If the designation is initiated by City Council. Planning Commission, or Landmark Commission, the vote for approval must be a three-fourths majority vote.</u> 2. Following a final recommendation by the Commission, Officer schedules a public hearing before the City Council and provides notices of the public hearing in accordance with Section 13.308, Public Notice.	Same as for GLs. <u>1. Planning Commission conducts a public hearing and considers the application, its consistency with the City of Galveston 2011 Comprehensive Plan and other relevant neighborhood or community plans, and the recommendation of the Landmark Commission.</u> <u>a. Applicants may appear before the Planning Commission in person or by agent and shall furnish the Officer all plans, specifications, drawings, renderings, and designs necessary for the Commission to render a final decision.</u> <u>b. The Commission shall, in an open meeting, recommend approval or denial of the application for designation as a historic district. If the Commission recommends denial of the application, the Commission shall state the reasons why it recommended denial.</u> <u>2. Following a final recommendation by the Commission, Officer schedules a public hearing before the City Council and provides notices of the public hearing in accordance with Section 13.308, Public Notice.</u>

City Council	1. City Council conducts a public hearing and considers the application and the recommendations of the Landmark Commission and Planning Commission. a. Applicants may appear before the Council in person or by agent and shall furnish all plans, specifications, drawings, renderings, and designs necessary for the Council to render a final decision. b. The Council shall, in an open meeting, either approve or deny the application for designation as a GL. The decision of the Council shall be final. <u>If the designation is initiated by City Council, Planning Commission, or Landmark Commission, the vote for approval must be a three-fourths majority vote.</u>	Same as for GLs. <u>1. City Council conducts a public hearing and considers the application and the recommendations of the Landmark Commission and Planning Commission.</u> <u>a. Applicants may appear before the Council in person or by agent and shall furnish all plans, specifications, drawings, renderings, and designs necessary for the Council to render a final decision.</u> <u>b. The Council shall, in an open meeting, either approve or deny the application for designation as a historic district. The decision of the Council shall be final.</u>
Recordation	1. Upon designation of a GL, the City Council shall cause the designation to be recorded in: a. The official public records of real property of Galveston County; and b. The official zoning maps of the City and reflected in the associated zoning designations for individual properties.	Upon City Council adoption or amendment of a HOD, the City Council shall cause the designation to be recorded in the official zoning maps of the City of Galveston and reflected in the associated zoning designations for individual properties.

SEC. 10.106 CERTIFICATE OF APPROPRIATENESS

A. When Required.

- Galveston Landmarks.** A person shall not alter, change, relocate, or demolish a GL without first obtaining a certificate of appropriateness from the Landmark Commission in accordance with this Section and the regulations contained in all applicable ordinances or by obtaining administrative approval from the Officer for eligible activities as provided in Section 10.104.A, Criteria for Galveston Landmarks.
- Historic Overlay Districts:** A person shall not build, reconstruct, alter, change, relocate, or demolish a structure or building in a HOD without first obtaining a certificate of appropriateness from the Commission in accordance with this Section and the regulations contained in all applicable ordinances or by obtaining administrative approval from the Officer for eligible activities as provided in Section 10.104.A, Criteria for Galveston Landmarks.
- Exception:** A certificate of appropriateness shall not be required for ordinary repair or maintenance of any exterior architectural feature of a Galveston Landmark provided such repair or maintenance does not involve a change in design, material, or outward appearance. In-kind replacement or repair shall be considered ordinary repair or maintenance.

Required by H.B. 1833

- B. **Requirements.** A pre-application conference is recommended for all applications for development approvals that require public hearings, unless waived by the Development Services Director as provided in subsection 13.202.C.3, below. A pre-application conference is optional for all other application types. Pre-application conferences do not apply to administrative appeals.
- C. **Authority of Development Services Director.**
1. The Development Services Director may establish a regular schedule for conducting pre-application conferences.
 2. The Development Services Director may provide for conducting pre-application conferences in person, by telephone, or by internet-based conferencing.
 3. The Development Services Director may waive a pre-application conference if the Development Services Director and the applicant agree that such conference is unnecessary to serve the purposes set out in Section 13.302.A.

SEC. 13.303 APPLICATIONS (ORD. 18-026)

- A. **Generally.** Every application for an approval required by these regulations shall be submitted on a form approved by the Development Services Department and shall include the corresponding application fee.
- B. **Applicant.** Unless otherwise specified in these regulations, applications for review and approval may be initiated by the owner of the property that is the subject of the application or the owner's authorized agent. When an authorized agent files an application under these regulations on behalf of a property owner, the agent shall provide written documentation that the owner of the property has authorized the filing of the application. In lieu of the owner's authorization, the applicant may submit an Affidavit of Authority to Transfer as allowed under Section 12.019 of the Property Code.
- C. **Representation of Facts.** It shall be unlawful for any person to knowingly or willfully misrepresent or fail to include any information required by these regulations on any application. If development is approved based on an application that contained misrepresentations or failed to contain material facts required by the application, then the City shall place a stay or stop work order on the development or use. The stay or stop work order shall remain in place until such time that the approval body receives the required information and is satisfied as to the appropriateness of the approval granted.
- D. **Waiver of Submittal Requirements.** The Development Services Director may waive certain submittal requirements in order to tailor the application to focus on the information necessary to review a particular case or if they find that the project size, complexity, anticipated impacts, or other factors associated with the proposed development clearly, in the Development Services Director's sole judgment, support such waiver.
- E. **Additional Requirements.** The Development Services Director or any director of the City, a service or utility provider, or county which has authority to review and/or approve may also add requirements to the submittal when it is reasonably foreseeable that additional information will be needed to resolve questions of compliance with the requirements of these regulations or other policies or plans of the City, any service or utility provider, or county that is associated with or may be affected by the project.

Required by H.B. 3167

SEC. 13.304 APPLICATION COMPLETENESS REVIEW

- A. **Generally.** All permit and approval applications shall be reviewed for completeness by the Development Services Department.
- B. **Incomplete Applications.**
 - 1. Incomplete applications shall be reviewed within 10 days shall be returned to the applicant, along with partial or full refund of any fee included with the application (as indicated in the fee schedule which accompanies these regulations), and with a written explanation that describes the necessary documents or other information that must be submitted in order to complete the application and shall specify the date the application will expire if the necessary documents or other information is not provided.
 - 2. An application that does not include the applicable processing fee shall not be considered complete.
 - 3. Incomplete applications will be denied and shall expire in 45 days if the necessary documents or other information that is required is not provided.
- C. **Complete Applications.** Complete applications shall be processed according to the applicable procedures of this Article.
- D. **Waiver of Application Requirements.** The Development Services Director may waive application requirements, except application fees, if it is obvious that they do not relate to the processing of the specific application for which the waiver is requested.

SEC. 13.~~303~~305 STAFF REVIEW AND REFERRAL

- A. **Generally.** Upon determination that an application is complete, the Development Services Director shall cause the application to be reviewed for technical compliance with all applicable requirements of these regulations.
- B. **Recommended Revisions.**
 - 1. The Director of Development Services shall provide comments from City staff to the applicant, who shall revise and resubmit materials with appropriate changes within the time required by Section 13.306, Dormant Applications.
 - 2. The resubmittal shall not require an application fee unless both of the following conditions are met:
 - a. The revisions are inappropriate or incomplete; and
 - b. Repeated failure to address comments requires more than three rounds of revisions.
- C. **Administrative Recommendation or Decision.** Complete applications shall be processed as follows:
 - 1. If the application is for an administrative permit approval, the Development Services Director shall approve, approve with conditions, or deny the application as appropriate.
 - 2. For minor plats, such decisions or referrals shall be made within 30 days ~~of the City staff determination of a complete application~~ date of submittal. The 30 day period may be

extended, for a period not to exceed 30 additional days, at the written request of the applicant.

3. The Development Services Director may refer all applications for administrative permits to the Planning Commission for a decision. The Historic Preservation Officer may refer administrative certificates of appropriateness to the Landmark Commission.

SEC. 13.306 DORMANT APPLICATIONS

- A. **Generally.** Applications for development approval must be diligently pursued by the applicant. Accordingly, this Section extinguishes applications that become inactive by the applicant, whether this inaction is during an administrative review process conducted by City staff or after staff has forwarded an application and it is under consideration by a City board or commission identified in Article 12, Administrative Bodies.
- B. **Expiration of Dormant Applications.**
 1. When an action by the applicant is required for further processing of an application (for example, submittal of supplementary documentation or payment of outstanding fees), the application shall expire 45 days after the date that the action is requested if:
 - a. The applicant fails to take action by the date specified in the written notice of the expiration of the application or permit; or
 - b. The applicant fails to request an extension of time pursuant to Section 13.306.C.
 2. When an action by the applicant is required for further processing of an application for preliminary plan or plat approval, the application shall expire 45 days from receipt of the application if the application has remained dormant during that period where no activity has occurred toward the completion of the application, where changes or corrections are required, or where instruments or documents requested or required are not forthcoming from the property owner or authorized agent within the time period provided for completion and an extension of time has not been requested pursuant to Section 13.306.C.
 3. No refunds of application fees will be issued to applicants whose applications expire pursuant to Section 13.306.
- C. **Extension of Time.** The time for expiration of an application may be extended by up to six additional months upon written request of the applicant before the end of the period set out in 13.306.B.
- D. **Effect of Expiration.** Dormant applications shall expire unless the applicant can show progress toward completion of the project as follows:
 1. An application for a final plat or plan is submitted to the City;
 2. A good-faith attempt is made to file an application for a permit necessary to begin or continue towards completion of the project;
 3. Costs have been incurred for developing the project including, without limitation, costs associated with roadway, utility, and other infrastructure facilities designed to serve, in whole or in part, the project (but exclusive of land acquisition) in the aggregate amount of five percent of the most recent appraised market value of the real property on which the project is located;

common ownership shall be evaluated as to the effects of the proposed plat upon those lands. There shall be no lots, tracts, or parcels that, upon platting, would prohibit the extension of utilities or the extension of approved access that results from the platting of lands.

2. A preliminary plat shall include all contiguous land under the same ownership. If only a portion of the land is intended for immediate development, the remaining lot(s), tract(s), or parcel(s) shall each be given a distinct number and shall be part of the preliminary plat and thereafter referenced.

SEC. 13.502 APPROVAL CRITERIA FOR PLATS

- A. **Generally.** Preliminary plats, final plats, and development plats shall be approved if, following review by City staff, it is determined that the plat meets all applicable regulations. The staff report may include “standard conditions” that serve as a checklist of ordinary regulatory requirements, but which are not corrections or changes necessary to conform to applicable regulations.
 1. If a plat is submitted to the Planning Commission with only the “standard conditions” in the staff report and no other conditions are required, then the plat will be considered to meet all applicable regulations, approval will be recommended, and the item may be placed on a consent agenda of the Planning Commission.
 2. If a plat does not meet all applicable regulations, the plat will be denied, except that readily verifiable conditions may be attached to preliminary approval, the satisfaction of which becomes a prerequisite for final approval.

SEC. 13.503 FINAL PLAT AND FINAL DEVELOPMENT PLAT

- A. **Generally.** Final plats and final development plats are approved as provided in Section 13.502, Approval Criteria for Plats. When a preliminary plat is required, the Planning Commission must also determine that the final plat is consistent with the approved preliminary plat, including satisfaction of any conditions of preliminary approval.
- B. **Procedure.** Final plats are processed as Planning Commission decisions according to the general procedures set out in Division 13.300, Standardized Development Approval Procedures.
- C. **Decision.** The Planning Commission shall approve or deny a final plat or final development plat.

SEC. 13.504 MINOR PLATS (ORD. 18-026)

- A. **Generally.** The Development Services Director is authorized to approve minor plats if the application complies with the standards set forth in Texas Local Government Code subsection 13.504.D, below. The Development Services Director, at his or her sole discretion, may also refer any application for a minor plat to the Planning Commission for review and decision.
- B. **Applicability.** Administrative plat approval shall be allowed based on the following criteria:
 1. There will be no more than four lots in the subdivision;
 2. All lots will front on an existing street;
 3. The subdivision does not require the creation of any new street;
 4. All lots will be served by existing municipal facilities (water, sewer, drainage, etc.); and

5. Combining no more than four (4) contiguous tracts for the purpose of creating less lots/density in a subdivision.
- C. **Process.** The Development Services Director shall receive the application and either approves it or schedules it for Planning Commission review and decision within 30 days of ~~it being determined complete per Section 13.304, Application Completeness Review~~being submitted. The 30 day period may be extended, for a period not to exceed 30 additional days, at the written request of the applicant. The Development Services Director is not authorized to deny a minor plat.
- D. **Standards for Approval.** The Development Services Director shall approve a minor plat application if it meets all of the following criteria:
 1. The minor plat 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 minor plat complies with the applicable requirements of these regulations.
- E. **Required Referral.** The Development Services Director shall not deny a minor plat. If the Development Services Director does not approve the plat, they shall place the plat on the agenda of the Planning Commission so that it may be considered within 30 days of it being determined complete per Section 13.304, Application Completeness Review.

SEC. 13.506 SITE PLANS

Site plan approval is required prior to the issuance of a building permit for the construction, erection, or alteration of a structure or building in any zoning district where these regulations specify such approval.

SEC. 13.507 AMENDING PLAT

- A. **Generally.** In accordance with the authorization to delegate approval responsibility pursuant to Texas Local Government Code Section 212.0063, an amending plat involving minor changes to an already approved plat may be approved by the Development Services Director to supersede the approved plat without requiring its vacation. The reasons for such approvals are established by Texas Local Government Code Section 212.016, and are set forth in subsection C, below.
- B. **Process.** Applications for minor plat amendments shall be submitted on a form approved by the Development Services Director. Such applications shall be processed administratively. Notice, a hearing, and the approval of other lot owners are not required for the approval and issuance of an amending plat.
- C. **Applicability.** The Development Services Director shall approve an amending plat if it implements any of the following purposes and, if standards or limitations are provided, complies with said standards or limitations:
 1. To correct an error in a course or distance shown on the preceding plat;
 2. To add a course or distance that was omitted on the preceding plat;
 3. To correct an error in a real property description shown on the preceding plat;
 4. To indicate monuments set after the death, disability or retirement from practice of the engineer or surveyor responsible for setting monuments;

Required by H.B. 2497

- B. **Effect of Protest.** If a protest is filed according to the requirements of this Section, a rezoning shall not be granted for a parcel that is the subject of a protest nor shall a protested text amendment be approved without a favorable vote of three-fourths of all the members of City Council.
- C. **Requirements for Protests.** Protests are initiated by way of a petition, which shall include:
1. The signatures of the owners of:
 - a. 20 percent of the land within such area that would be directly affected by the proposed rezoning or amendment; or
 - b. 20 percent or more of the area of the lots immediately abutting either side of the territory included in such proposed change, or separated therefrom only by an alley or street.
 2. A list, map, or index of the lot and block number, subdivision name, or description of each signer's property along with the street address.
- D. **Timing of Protest.** Protest petitions shall be filed with the Development Services Director not less than one week before the City Council's public hearing on the requested amendment to the text of these Regulations or the proposed rezoning.

Division 13.900 Administrative Appeals

SEC. 13.901 ADMINISTRATIVE APPEALS

- A. **Generally.** Administrative appeals are processed according to the provisions of this Section.
- B. **Appellate Bodies Designated.**
1. Appeals from final decisions of City staff are heard by the Zoning Board of Adjustment, except that appeals from decisions of City staff related to subdivision regulation are heard by the Planning Commission.
 2. Appeals from final decisions of the Landmark Commission are heard by the Zoning Board of Adjustment.
 3. Appeals from final decisions of the City Council, the Planning Commission with respect to subdivision matters, and the Zoning Board of Adjustment with respect to appeals from City staff decisions or from Landmark Commission decisions are heard by a court of competent jurisdiction.
- C. **Initiation and Timing of Appeal.**
1. ~~The applicant may appeal that decision~~Appeals to the body specified in subsection B, above, may be made by filing a notice of appeal with the Development Services Director or with the Historic Preservation Officer for appeals of Landmark Commission decisions.
 - a. For administrative decisions not related to a specific application, address, or project, the following persons may appeal:
 - A. A person aggrieved by the decision; or
 - B. Any officer, department, board, or bureau of the municipality affected by the decision.

b. For administrative decision related to a specific application, address, or project, the following persons may appeal:

A. The applicant;

B. The property owner or representative of the owner;

C. A person aggrieved by the decision and is the owner of real property within 200 feet of the property that is subject of the decision; or

D. Any officer, department, board, or bureau of the City affected by the decision.

The notice of appeal must be filed not more than ~~10 business~~ 20 days from the date of the final decision. The right of appeal terminates if the notice of appeal is not filed in this time period.

1.2. The notice of appeal shall specify the decision appealed from and the basis for the appeal, which shall include the specific sections of these Regulations that are alleged to have been overlooked or applied in error, and in what specific way this has affected or will affect the aggrieved party who initiated the appeal. Such statement of the basis of the appeal shall provide sufficient detail to put the City on notice with respect to the matters to be raised.

D. **Process.** Appeals shall be processed by the body specified in subsection B., above, according to the general procedures set out in Division 13.300, Standardized Development Approval Procedures, except that:

1. Staff shall provide a report describing the nature of the decision and the notice of appeal; and
2. No recommendations are required from boards or commissions other than the decision-maker.

E. **Hearings and Sworn Testimony.** A public hearing shall be held on the appeal not later than 60 days from the date the appeal is filed. Testimony at the public hearing shall be sworn.

F. **Decision.** In exercising the power to decide an appeal, the decision-maker may reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination appealed from and make such order, requirement, decision, or determination as ought to be made and to that end shall have all the powers of the officer or body from whom the appeal is taken. With respect to decisions of the Zoning Board of Adjustment, the concurring vote of 73 percent of the members of the board is necessary to reverse an order, requirement, decision, or determination of a City staff member.

G. The Zoning Board of Adjustment on appeal shall decide an appeal of a determination of whether preexisting regulations apply to an application, approval, or permit, a determination that an application, approval, or permit has expired or an application, approval, or permit is dormant based upon the following factors:

1. Whether the City received fair notice of the project and the nature of the permit sought;
2. Whether the nature and scope of the project prevents the City from applying one or more current regulations to the proposed or pending applications;
3. Whether any prior approved applications for the property have expired or have been terminated in accordance with law;
4. Whether any statutory exception to a right asserted pursuant to Texas Local Government Code Chapter 243 is applicable to one or more current regulations;
5. Whether any exemption from one or more regulations under these Land Development Regulations or other ordinances is applicable to the project; and

ORDINANCE NO. 19-____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING THE 2015 GALVESTON LAND DEVELOPMENT REGULATIONS, ARTICLE 9: “LANDSCAPING”, TO ADD DIVISION 9.600, “PALM PRESERVATION”, TO PROVIDE FOR THE PROTECTION OF CERTAIN PALM SPECIES; PLANNING CASE NUMBER 19ZA-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 9: Landscaping; and,

WHEREAS, the Galveston Tree Committee was directed to develop a proposal for the protection of certain and specific palm species; and,

WHEREAS, per Section 13.700 of the Galveston Land Development regulations, and as presented in the Staff Report, attached and incorporated herein as **Exhibit 1**, the requested amendment is in accordance with the criteria for text amendments; and,

WHEREAS, text amendments shall serve the purposes of:

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; and,

WHEREAS, Staff, recommends approval of the text amendment to Article 9, “Landscaping” of the Galveston Land Development Regulations to provide for the protection of certain palm species; and,

WHEREAS the Planning Commission, at its regular meeting of August 6, 2019, voted to recommend approval of the text amendment; and,

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 Article 9 “Landscaping” by adding Division 9.600, “Palm Preservation”, to provide for the protection of certain palm species.

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 9 “Landscaping” by adding Division 9.600, “Palm Preservation”, as substantially provided in Exhibit 1, to read and provide as follows:

DIVISION 9.600 PALM PRESERVATION

SEC 9.601 PROTECTION OF EXISTING SIGNIFICANT PALMS

A. Generally. Sites shall be designed to preserve existing palms and palm stands that are considered “significant” as provided in this Section. Palms contribute to Galveston’s appearance as a sub-tropical island, support the tourism industry, and are storm resistant. Mature palms may be of monetary value and can be easily transplanted.

For the purposes of this Division:

1. A palm is defined as any of a family (Palmae synonym Arecaceae) of mostly tropical or subtropical monocotyledonous palms, shrubs, or vines with usually a simple stem and a terminal crown of large pinnate or fan-shaped leaves.
2. Palm height shall be measured from ground level to the base of the growth point.
3. A significant palm shall be considered the following:
 - a. Phoenix Date Palm (*Phoenix dactylifera sylvestri* (canariensis)), not including Robleini, at 10 feet in height;
 - b. Pindo Palm (*Butia capitata*) at 10 feet in height;
 - c. Sabal Palm (*Sabal Mexicana*) at 14 feet in height;
 - d. Washingtonia Palm (*Washingtonia filifera*) at 25 feet in height;
 - e. Washingtonia Palm (*Washingtonia Robusta* and crosses) at 30 feet in height.
4. A significant palm stand is a group of palms that cover a total of at least 10,000 square feet of ground area.

B. Removal of Significant Palms and Stands of Palms. The City Manager or City Arborist, if applicable, may approve the removal of a significant palm or palm stand if it is demonstrated that the following are being met. It is highly

encouraged that, in the case that palm removal is approved, the applicant consider transplanting the palms within the site or providing the palms to an interested third party for transplantation.

1. No reasonable alternative site design at the same development intensity could be approved that:
 - a. Would preserve the palm(s);
 - b. If large-scale preservation is not possible, would preserve the largest of the palms; or
 - c. If protection of the largest palm(s) is not possible, would preserve a greater number of palms than the proposed development design.
 2. It is located within 10 feet of an approved building footprint of new construction or addition;
 3. It is located within 6 feet of a utility easement and would interfere with the use of the easement as determined by the City Engineer;
 4. It is located within 8 feet of an approved outdoor recreation area that by its nature requires the removal of the palms, such as ball fields;
 5. It is ordered removed by the City Manager for other emergency reasons;
 6. It is being grown and removed for agricultural purposes; or
 7. It is certified to the City by an International Society of Arboriculture Certified Arborist, degreed Forester, or determined by the Director of Development Services as having one or more of the following conditions:
 - a. Unhealthy or structurally unsound;
 - b. Damaged by natural causes beyond the point of recovery;
 - c. Diseased beyond the point of recovery;
 - d. Poses a threat to the public and must be removed as a safety measure; or
 - e. No longer living.
- C. **Removal of Palm Stands.** Palm stands may be located across multiple parcels. In the event of an approved removal of a portion of a palm stand, the owner is encouraged to coordinate with adjacent property owners in order to reduce negative effects to the overall palm stand.
- D. **Exempted Palms.** Palms of any size that appear on the Invasive and Noxious Weeds list for the State of Texas promulgated by the United States Department of Agriculture or on the Texas Noxious and Invasive Plants list promulgated by the Texas Department of Agriculture are exempted from this Section and may be

removed. Identification by an International Society of Arboriculture Certified Arborist and/or degreed Forester is recommended.

SEC. 9.602 PALM REPLACEMENT

A. Generally. The removal of significant palms or palm stands must be mitigated. All requests for the removal of significant palms or palm stands shall be accompanied by a palm mitigation plan. Mitigation shall be achieved by the planting of the same amount of trunk feet removed, payment to the mitigation fund, or combination thereof.

B. Palm Replacement Required. Significant palms or palm stands that are approved for removal shall be replaced based on one foot of trunk height planted for one foot of trunk height removed. All replacement shall occur on the property on which the removal occurred. Replanting plan to be reviewed and approved by the City Arborist. All new palm species shall be from among palm species on the “Cold Hardy Palms for Galveston County of the Texas Upper Gulf Coast” list published by the Texas A&M System AgriLife Extension Service.

Palms planted as a requirement of this Section shall be inspected by the City Arborist, if applicable, for viability two years after planting. If the replacement palms are found to be dead or dying, they must be replaced following notification by the City. A planting plan and schedule shall be submitted within 45 days from the notification by the City. Failure to replace according to the approved planting plan and schedule shall constitute a violation of these regulations.

C. Palm Mitigation Fund. In lieu of the palm replacement requirements, mitigation may be achieved through the contribution to an account dedicated to landscaping and palms for the City. The mitigation amount shall be established by the City Council as part of the annual budget process:

1. \$125 per foot of palm removed.

D. Combination. Mitigation may be achieved through a combination of palm replacement and payment to the palm mitigation fund provided that the total of caliper inches approved for removal are mitigated.

E. Exempted Palms. Palms that are being grown and removed for agricultural purposes; or palms that are certified to the City by an International Society of Arboriculture Certified Arborist, degreed Forester, or determined by the Development Services Director as having one or more of the following conditions are exempted from the palm replacement requirements of this section:

- a. Unhealthy or structurally unsound;
- b. Damaged by natural causes beyond the point of recovery;
- c. Diseased beyond the point of recovery;
- d. Poses a threat to the public and must be removed as a safety measure; or

- e. No longer living.

SEC. 9.603 PALM PLANTING AND MAINTENANCE

A. Recommended Maintenance Best Practices.

1. Trimming is recommended to remove dead or dying fronds in order to prevent breakage, eliminate nesting places for pests, and reduce fire and visual hazards.
2. In order to avoid seeding, trimming should occur between June and July.
3. In order to prevent the spread of disease, including Fusarium wilt, all tools should be cleaned and disinfected between trimming each palm by one of the following methods:

Material*	% Solution	Minimum Soaking Time
Household bleach	25% (1 part bleach + 3 parts water)	5 minutes
Pine oil cleaner	25% (1 part bleach + 3 parts water)	5 minutes
Rubbing alcohol (70% isopropyl)	25% (1 part bleach + 3 parts water)	5 minutes
Denatured ethanol (95%)	25% (1 part bleach + 3 parts water)	5 minutes
*the above materials were shown to be effective in eliminating fungus from the wood dust or palm sap trapped on pruning tools (Simone 1998). It is suggested that the solution be replaced after 10 trees or every 2 hours. Rinse the tool with fresh water after soaking. Other potential disinfectants include trisodium phosphate or quaternary ammonium salts. The latter is recommended at a 5% solution, soaking for five minutes (Smith, Smith, and Clements 2003). Information courtesy of the University of Florida FAS Extension Service		

4. Remove only those fronds that are brown and pointing down. Do not remove green fronds, doing so may cause the palm stress. Leave as many green fronds as you possibly can on the palm. Palms need many green fronds to produce a steady food supply so that the plant can grow. A palm cannot stay healthy and build reserves without a considerable number of green fronds.

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 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 6. This Ordinance shall be and become effective August 22, 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 August 22, 2019, 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 _____, 2019.

Secretary for the City Council
of the City of Galveston



19ZA-006

STAFF REPORT

APPLICANT:

City of Galveston

REQUEST:

Text Amendment

APPLICABLE ZONING LAND USE**REGULATIONS:**

Article 9 Landscaping

PROPOSED TEXT AMENDMENT:

Include a new section in Article 9 to provide protection for palms

EXHIBITS:

A – Text Amendments

B – Examples of Palms

STAFF:

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

Background:

In 2017, City Council directed the Tree Committee to develop a proposal for protecting palms. Palms are not included in the existing protections for trees due to the fact that palms are technically classified as a grass. The Tree Committee presented a proposal in the Summer of 2018. At that time, City Council directed the Tree Committee to develop a new proposal focusing on protecting only certain palm species.

Executive Summary:

At the June 25, 2019 meeting, the Tree Committee voted to recommend the following:

1. Include protection for palms as a new division in Article 9: Landscaping. The previous proposal included palms in Division 9.500: Tree Protection. The establishment of a new division will clearly differentiate palm protections from tree protections;
2. Identifies the five species that will be protected (see Attachment B for examples) and provides the heights each palm species must be to be considered “significant” and to have protection from removal;
3. Provides standards for removal, replacement, and mitigation; and
4. Provides best practices for planting and maintenance.

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

**Criteria for Text Amendments
Cont.**

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.

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.

**Consideration for Text
Amendments**

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

The Tree Committee reviewed at their June 25, 2019 meeting and voted to recommend approval. The vote was four in favor and one in opposition. Planning Commission reviewed at their August 6, 2019 meeting and voted to recommend approval. The vote was unanimous.

Staff Recommendation

Staff recommends approval of the request as submitted.

Respectfully Submitted,

Catherine Gorman, AICP
Assistant Director/HPO

Date

Division 9.600 Palm Preservation

SEC. 9.601 PROTECTION OF EXISTING SIGNIFICANT PALMS

A. Generally. Sites shall be designed to preserve existing palms and palm stands that are considered “significant” as provided in this Section. Palms contribute to Galveston’s appearance as a sub-tropical island, support the tourism industry, and are storm resistant. Mature palms may be of monetary value and can be easily transplanted.

For the purposes of this Division:

1. A palm is defined as any of a family (Palmae synonym Arecaceae) of mostly tropical or subtropical monocotyledonous palms, shrubs, or vines with usually a simple stem and a terminal crown of large pinnate or fan-shaped leaves.
2. Palm height shall be measured from ground level to the base of the growth point.
3. A significant palm shall be considered the following:
 - a. Phoenix Date Palm (*Phoenix dactylifera sylvestri (canariensis)*), not including Robleini, at 10 feet in height;
 - b. Pindo Palm (*Butia capitata*) at 10 feet in height;
 - c. Sabal Palm (*Sabal Mexicana*) at 14 feet in height;
 - d. Washingtonia Palm (*Washingtonia filifera*) at 25 feet in height; and
 - e. Washingtonia Palm (*Washingtonia Robusta* and crosses) at 30 feet in height.

3. A significant palm stand is a group of palms that cover a total of at least 10,000 square feet of ground area.

B. Removal of Significant Palms and Stands of Palms. The City Manager or City Arborist, if applicable, may approve the removal of a significant palm or palm stand if it is demonstrated that the following are being met. It is highly encouraged that, in the case that palm removal is approved, the applicant consider transplanting the palms within the site or providing the palms to an interested third party for transplantation.

1. No reasonable alternative site design at the same development intensity could be approved that:
 - a. Would preserve the palm(s);
 - b. If large-scale preservation is not possible, would preserve the largest of the palms; or
 - c. If protection of the largest palm(s) is not possible, would preserve a greater number of palms than the proposed development design.
2. It is located within 10 feet of an approved building footprint of new construction or addition;
3. It is located within 6 feet of a utility easement and would interfere with the use of the easement as determined by the City Engineer;
4. It is located within 8 feet of an approved outdoor recreation area that by its nature requires the removal of the palms, such as ball fields;

5. It is ordered removed by the City Manager for other emergency reasons;
6. It is being grown and removed for agricultural purposes; or
7. It is certified to the City by an International Society of Arboriculture Certified Arborist, degreed Forester, or determined by the Director of Development Services as having one or more of the following conditions:
 - a. Unhealthy or structurally unsound;
 - b. Damaged by natural causes beyond the point of recovery;
 - c. Diseased beyond the point of recovery;
 - d. Poses a threat to the public and must be removed as a safety measure; or
 - e. No longer living.

C. Removal of Palm Stands. Palm stands may be located across multiple parcels. In the event of an approved removal of a portion of a palm stand, the owner is encouraged to coordinate with adjacent property owners in order to reduce negative effects to the overall palm stand.

D. Exempted Palms. Palms of any size that appear on the Invasive and Noxious Weeds list for the State of Texas promulgated by the United States Department of Agriculture or on the Texas Noxious and Invasive Plants list promulgated by the Texas Department of Agriculture are exempted from this Section and may be removed. Identification by an International Society of Arboriculture Certified Arborist and/or degreed Forester is recommended.

SEC. 9.502 PALM REPLACEMENT

A. Generally. The removal of significant palms or palm stands must be mitigated. All requests for the removal of significant palms or palm stands shall be accompanied by a palm mitigation plan. Mitigation shall be achieved by the planting of the same amount of trunk feet removed, payment to the mitigation fund, or combination thereof.

B. Palm Replacement Required. Significant palms or palm stands that are approved for removal shall be replaced based on one foot of trunk height planted for one foot of trunk height removed. All replacement shall occur on the property on which the removal occurred. Replanting plan to be reviewed and approved by the City Arborist. All new palm species shall be from among palm species on the “Cold Hardy Palms for Galveston County of the Texas Upper Gulf Coast” list published by the Texas A&M System AgriLife Extension Service.

Palms planted as a requirement of this Section shall be inspected by the City Arborist, if applicable, for viability two years after planting. If the replacement palms are found to be dead or dying, they must be replaced following notification by the City. A planting plan and schedule shall be submitted within 45 days from the notification by the City. Failure to replace according to the approved planting plan and schedule shall constitute a violation of these regulations.

C. Palm Mitigation Fund. In lieu of the palm replacement requirements, mitigation may be achieved through the contribution to an account dedicated to landscaping and palms for the City. The mitigation amount shall be established by the City Council as part of the annual budget process:

1. \$125 per foot of palm removed.

D. Combination. Mitigation may be achieved through a combination of palm replacement and payment to the palm mitigation fund provided that the total of caliper inches approved for removal are mitigated.

E. Exempted Palms. Palms that are being grown and removed for agricultural purposes; or palms that are certified to the City by an International Society of Arboriculture Certified Arborist, degreed Forester, or determined by the Development Services Director as having one or more of the following conditions are exempted from the palm replacement requirements of this section:

- a. Unhealthy or structurally unsound;
- b. Damaged by natural causes beyond the point of recovery;
- c. Diseased beyond the point of recovery;
- d. Poses a threat to the public and must be removed as a safety measure; or
- e. No longer living.

SEC. 9.503 PALM PLANTING AND MAINTENANCE

A. Recommended Maintenance Best Practices.

1. Trimming is recommended to remove dead or dying fronds in order to prevent breakage, eliminate nesting places for pests, and reduce fire and visual hazards.
2. In order to avoid seeding, trimming should occur between June and July.
3. In order to prevent the spread of disease, including Fusarium wilt, all tools should be cleaned and disinfected between trimming each palm by one of the following methods:

Material*	% Solution	Minimum Soaking Time
Household bleach	25% (1 part bleach + 3 parts water)	5 minutes
Pine oil cleaner	25% (1 part cleaner + 3 parts water)	5 minutes
Rubbing alcohol (70% isopropyl)	50% (1 part alcohol + 1 part water)	5 minutes
Denatured ethanol (95%)	50% (1 part ethanol + 1 part water)	5 minutes
*the above materials were shown to be effective in eliminating fungus from the wood dust or palm sap trapped on pruning tools (Simone 1998). It is suggested that the solution be replaced after 10 trees or every 2 hours. Rinse the tool with fresh water after soaking. Other potential disinfectants include trisodium phosphate or quaternary ammonium salts. The latter is recommended at a 5% solution, soaking for five minutes (Smith, Smith, and Clements 2003). Information courtesy of the University of Florida FAS Extension Service.		

4. Remove only those fronds that are brown and pointing down. Do not remove green fronds, doing so may cause the palm stress. Leave as many green fronds as you possibly can on the palm. Palms need many green fronds to produce a steady food supply so that the plant can grow. A palm cannot stay healthy and build reserves without a considerable number of green fronds.

Phoenix Date Palm (*Phoenix dactylifera sylvestri (canariensis)*)



Photo Credit: Arizona State University

Pindo Palm (*Butia capitata*)



Photo Credit: Arizona State University

Sabal Palm (*Sabal Mexicana*)



Photo Credit: Colorado State University

Washingtonia Palm (*Washingtonia filifera*)



Photo Credit: Arizona State University

Washingtonia Palm (Washingtonia Robusta and crosses)



Photo Credit: Arizona State University

ORDINANCE NO. 19-__

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, DESIGNATING THE PROPERTY LOCATED AT **1426 AVENUE M**, AS A “GALVESTON LANDMARK”, PROPERTY IS LEGALLY DESCRIBED AS M. B. MENARD SURVEY, PART OF LOTS 13 AND 14 (13-2), BLOCK 14 A.K.A. LOT B SPECIAL SUBDIVISION, IN THE CITY AND COUNTY OF GALVESTON, TEXAS; REQUESTING THE HISTORIC PRESERVATION OFFICER RECORD THE PROPERTY'S LANDMARK DESIGNATION IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY IN GALVESTON COUNTY, THE TAX RECORDS OF THE CITY OF GALVESTON AND THE CENTRAL APPRAISAL DISTRICT, AND THE OFFICIAL ZONING MAPS OF THE CITY OF GALVESTON, TEXAS; DESIGNATING THE SITE AS A HISTORICALLY OR ARCHEOLOGICAL SIGNIFICANT SITE IN NEED OF TAX RELIEF TO ENCOURAGE ITS PRESERVATION; PLANNING CASE NUMBER **19P-042**; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, on March 11, 1999, the Galveston City Council adopted Ordinance Number 99-14 creating the Landmark Designation Process requiring that a property requesting such designation must meet certain criteria and that the designation is considered a “change of zoning” for the property and is therefore treated as such; and,

WHEREAS, the Applicant and Property Owner, James Heyland, request that the structure located at **1426 Avenue M**, and legally described as M. B. Menard Survey, Part of Lots 13 and 14 (13-2), Block 14 a.k.a. Lot B Special Subdivision, in the City and County of Galveston, Texas, be officially designated as a Galveston Landmark; and,

WHEREAS, the subject structure, the Alexander Ubillo House, (Ubillo House) was constructed in 1907. The house is a good example of the tenant cottages built in Galveston after the 1900 Storm. The house is mostly original inside and out, including windows, doors, interior finishes, and lap siding; and,

WHEREAS, Alexander Ubillo immigrated to Galveston from Spain in 1879, also owned a saloon at the corner of 37th Street and Strand; and built the house at 1426 Avenue M as a rental property; and,

WHEREAS, the Ubillo House has been an established visual feature of the community since its construction in 1907. The Ubillo House retains its historic integrity, and retains its original location, design, setting, materials, workmanship, feeling and association; and,

WHEREAS, the Ubillo House is currently zoned Urban Neighborhood (UN) which is a zoning district that allows for some non-residential uses. The Galveston Landmark designation will ensure that any potential adaptations for a new use will be done appropriately; and,

WHEREAS, the property meets the criteria for Landmark Designation as set out in the Staff Report, attached as **Exhibit 1** and incorporated herein for all intents and purposes, and is a contributing element of the historic neighborhood; and,

WHEREAS, the property was reviewed and met the criteria for Landmark Designation as set forth in Article 10 of the City's Land Development Regulations; and,

WHEREAS, the property is eligible to participate in the City of Galveston's Tax Exemption for New Galveston Landmarks Program; and

WHEREAS, at its regular meeting of August 5, 2019, the Landmark Commission voted to recommend approval of the request; and,

WHEREAS, at its regular meeting of August 6, 2019, the Planning Commission voted to recommend approval of the request; and

WHEREAS, Staff recommends that Planning Case Number 19P-042 request for Landmark Designation of the property located at **1426 Avenue M**, be approved with the condition provided in Section 2 below; 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 **1426 Avenue M**, and legally described as M. B. Menard Survey, Part of Lots 13 and 14 (13-2), Block 14 a.k.a. Lot B Special Subdivision, in the City and County of Galveston, Texas, as a "Galveston Landmark" and as a historically or archeologically significant site in need of tax relief to encourage its preservation.

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 approves the request for Landmark Designation of the property located at **1426 Avenue M** and legally described as M. B. Menard Survey, Part of Lots 13 and 14 (13-2), Block 14 a.k.a. Lot B Special Subdivision, in the City and County of Galveston, Texas, subject to the following condition:

Standard Condition:

1. As with all properties containing a Historic Overlay Designation, including Landmark Designations, exterior alterations to the property will be subject to review and approval by the Landmark Commission and must conform to the Design Standards for Historic Properties 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 Tax Exemption for New Historic Districts or Galveston Landmarks program. New Galveston Landmarks located outside of historic districts are eligible for a 35% reduction in City of Galveston property taxes for a period of five years.

SECTION 4. The City of Galveston Historic Preservation Officer will maintain all records and will record the property’s Landmark Designation in the Official Public Records of Real Property of Galveston County, in the tax records of the City of Galveston and the Central Appraisal District, and in the Official Zoning Maps of the City of Galveston, Texas.

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 August 22, 2019, 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 _____, 2019.

Secretary for the City Council
of the City of Galveston



19P-042

STAFF REPORT

ADDRESS:

1426 Avenue M

LEGAL DESCRIPTION:

Property is legally described as M.B. Menard Survey, Part of Lots 13 and 14 (13-2), Block 14 a.k.a. Lot B Special Subdivision, in the City and County of Galveston, Texas.

APPLICANT/REPRESENTATIVE:

James Heyland

PROPERTY OWNER:

Same

ZONING DISTRICT:

Urban Neighborhood (UN)

HISTORIC DISTRICT:

n/a

REQUEST:

Request for designation as a Galveston Landmark

STAFF RECOMMENDATION:

Approval with Conditions

EXHIBITS:

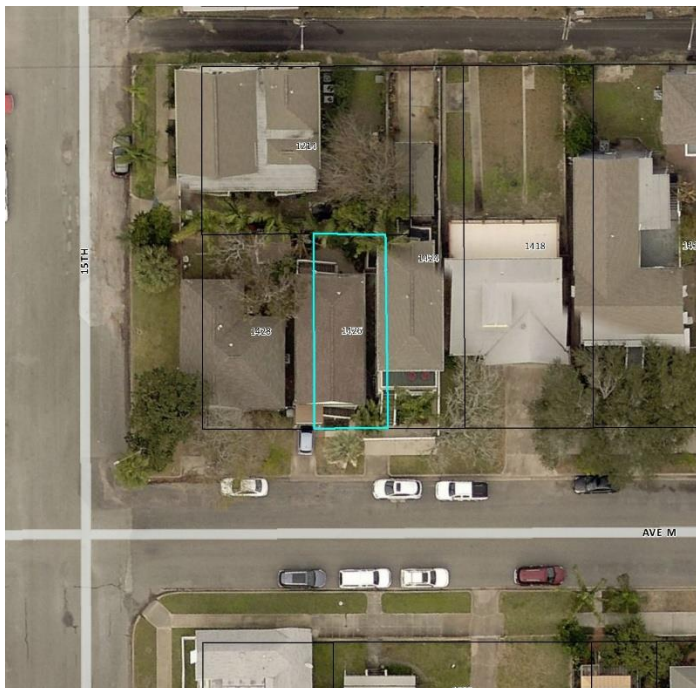
- A – Applicant's Submittal
- B – Additional Research

STAFF:

Daniel Lunsford
 Planner
 409-797-3659
 dlunsford@galvestonTX.gov

Public Notice and Comment:

Sent	Returned	In Favor	Opposed	No Comment
32	6	5	1	0



Zoning and Land Use

Location	Zoning	Land Use
Subject Site	Urban Neighborhood (UN)	Residential
North	Urban Neighborhood (UN)	Residential
South	Urban Neighborhood (UN)	Residential
East	Urban Neighborhood (UN)	Residential
West	Urban Neighborhood (UN)	Residential

Executive Summary

The applicants are requesting designation of the above referenced address, as a Galveston Landmark.

Analysis

As per Article 10 of the Land Development Regulations, the following criteria should be considered during the Landmark Designation review process:

1. The character, interest, or value as part of the development, heritage, or cultural characteristics of the City of Galveston, Galveston County, the State of Texas, or the United States.

Original insurance records date the National Folk, side-hall house at 1426 Avenue M as built in 1907 by Alexander Ubillo as a tenart (rental) property. Mr. Ubillo himself owned a saloon at 37th Street and Strand and lived upstairs. Originally from Spain, Ubillo immigrated to the United States in 1879 and died in Galveston in 1918. The 1908 city directory lists Frank G. Thatcher, an employee of the Galveston Electric Company, as the first tenant.

After Ubillo's passing, George Franklin owned the property. He may have sold the property to W.D. Decker, as the northwest corner of Block 14 was replatted as, "WD Decker Special Subdivision" in 1944. Later owners included Nicholas Halefteros, O.M. Meinhold, T.A. Waterman, and Elmer Haglund. The Louis and Fernie Radin family owned the property from 1961 until 2014.

2. Distinctive characteristics of a period or method of construction, or architecture; representative of, or a rare survivor of, the work of a master designer, builder, or craftsman.

The Alexander Ubillo House is a good example of the tenant cottages built in Galveston after the 1900 Storm. Just one block south, the destruction from the hurricane was near complete, and few houses from before 1900 remained. The house is mostly original inside and out, including windows, doors, interior finishes, and lap siding.

3. Representative of an established and familiar visual feature of a neighborhood, community, or city.

The Alexander Ubillo House has been an established visual feature of the community since its construction in 1907. Its approximate age and style closely fits the vernacular of other houses along Avenue M between 14th and 15th Streets.

4. **Retention of historic integrity, meaning that the property possesses several, and usually most, of the following aspects of integrity: location, design, setting, materials, workmanship, feeling or association.**

The Alexander Ubillo retains its historic integrity and retains its original location, design, setting, materials, workmanship, feeling and association.

5. **Likelihood of the continuation of a building's historical use, or its potential adaption for new uses without the need for major intervention that could seriously damage is historic character and integrity.**

The Alexander Ubillo House is currently zoned Urban Neighborhood (UN) which is a zoning district that allows for some non-residential uses. The Galveston Landmark designation will ensure that any potential adaptations for a new use will be done appropriately.

Financial Incentives for Historic Properties

The property is eligible for the Financial Incentive for Historic Properties for new Galveston Landmarks.

Other Reviews

Landmark Commission unanimously recommended approval of this request at the August 5, 2019 meeting. Planning Commission likewise unanimously recommended approval of this request at the August 6, 2019 Meeting. City Council has the final decision regarding the request for a Landmark Designation.

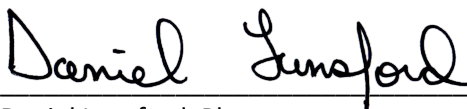
Staff Recommendation

Staff recommends approval with the following condition:

Standard Condition:

1. As with all properties containing a Historic Overlay Designation, including Landmark Designations, exterior alterations to the property will be subject to review and approval by the Landmark Commission and must conform to the Design Standards for Historic Properties of Galveston, Texas.

Respectfully Submitted:



Daniel Lunsford, Planner

August 22, 2019

Date

1426 Avenue M Galveston, TX 77550

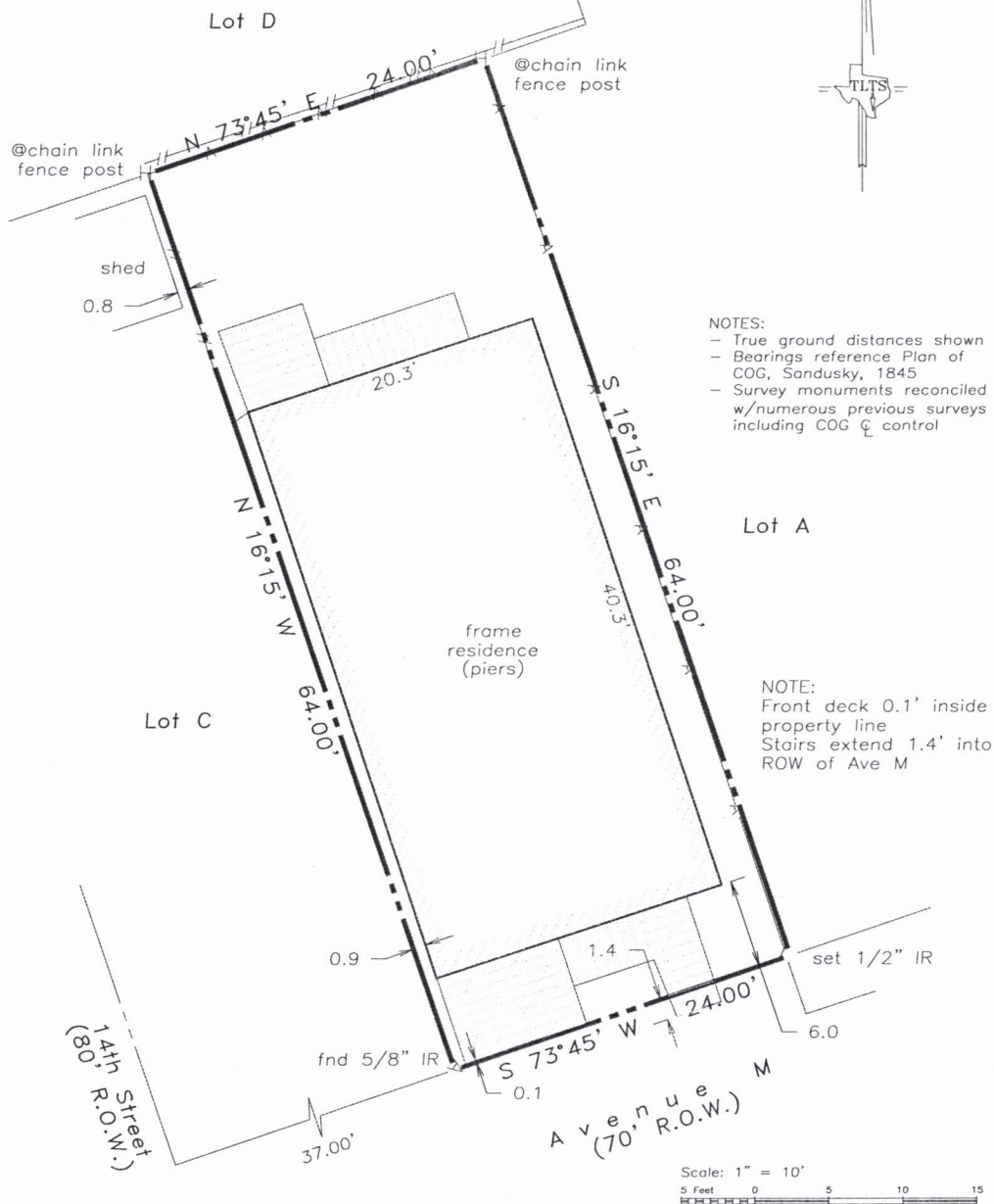
STATEMENT OF HISTORICAL SIGNIFICANCE:

The shotgun style tenant cottage at 1426 Avenue M, Galveston, TX 77550, was built in 1907. The house appears to have been tenant lived in since the house was built with most of the tenants working in a blue collar type job. The home is very much original both inside and out. This home adds to the overall historic character of the San Jacinto Conservation area (also it is in the Federal Lost Bayou Historical District).

1426 Avenue M, Galveston, TX 77550

STATEMENT OF ARCHITECTURAL SIGNIFICANCE:

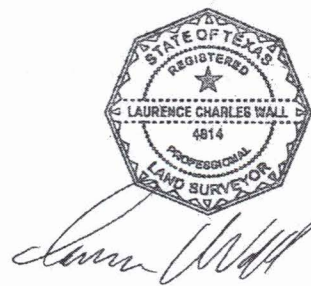
The shotgun style tenant cottage at 1426 Avenue M, Galveston, TX 77550, was built in 1907. The cottage is a very good example of the tenant cottages built after the 1900 storm in the San Jacinto Conservation area of Galveston. The raised elevation is typical of many of the homes in the area. The home has its original windows, original style front and back doors, original siding, and historical style front and back porches & steps. The home is considered a contributing structure in the federal Lost Bayou Historical District.



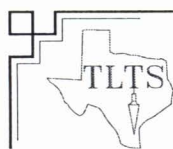
LAND TITLE SURVEY OF A TRACT OF LAND being Lot "B", of a Special Subdivision of Lots 13 and 14 in Block 14, of the City and County of Galveston, Texas, according to the map or plat thereof recorded in Volume 254-A, Page 38, later transferred to Plat Record 6, Map No. 15, of the Map Records in the office of the County Clerk of Galveston County, Texas.

Subject property: 1426 Avenue M
Galveston County, Texas
To James Heyland and
Stewart Title Co., GF #1416742196;

I hereby certify that this survey was made on the ground under my direct supervision and that this plat correctly represents the facts found at the time of the survey.



Laurence C. Wall
RPLS #4814
April 30, 2014



TLTS, Inc.
TEXAS LAND TITLE SURVEYORS
1801 Moody Avenue
Galveston, Texas 77550
(409) 765-8883

DESCRIPTION AND ESTIMATE OF the Present Cash Value

Of the 1 1/2 story metal with Comp '48 roofed frame building,
situated on Lot No. 13-14 in Block No. 14 No. 1424 (1426) On Street,
107 B o/a. Alley Abille Abille Chas. E. Franklin 46
in the City of Galveston, owned by O. M. Meinhold 50

Occupancy: Basement 7/8 enclosed for rough bath room
First Floor by to be tenant owner for dwelling
Second Floor by for
Third Floor by for

DESCRIPTION:

When built? 1907 Last repaired or painted? about complete
Is it on leased ground? no When does lease expire?
What is used for lighting? No elect wire or gas pipe Is gasoline used? No
Size of building? 20 x 40 & 6 x 8 ft.

Plastered BT 15 W.C. 15
Number of rooms Rough ceiled and papered 32 hall Halls 1 Bath Room 1
Ceiled and painted 1

Number closets? 1 Porches? 1 x platform Mantels and grates?

George E. Franklin and wife to Nicolaos Halefteros and wife, lots 13 and 14 in block 14 and improvements; \$10 (United States revenue stamps indicate transaction up to \$5500). 4/26/50 2 bricks to 3 ft. shelves

ESTIMATE:

Nicolaos Halefteros and wife to O. M. Meinhold and wife, lot B of a special subdivision of lots 13 and 14 in block 14 and improvements; \$10 (United States revenue stamps indicate transaction up to \$2000). 4/26/50 cost, at present value of materials and labor \$1200

Nan C. Mainhold, widow, to T. A. Waterman lot B of special subdivision of lots 13 and 14 in block 14 and improvements; \$10 (No. rev. stamp) 1/31/61 from page, us T. A. Waterman to E. W. Haglund and wife lot B of a special subdivision of lots 13 and 14 in block 14; \$10 (U.S. rev. stamp indicates transaction up to \$5,000). per cent 4/24/61 \$1200

Making the present Cash Valuation \$1200

(1424) Tenant no garden with in back yard of lot 13 same description & value \$1200
#1429 Doc. L. 56 pt lot 13 Bldg same description & value \$1200
Licensing with Comp of 48 3 apts T. A. Waterman 50
11 ince

H. F. P. Holzheuser and wife to George W. Smith, lot 13 in block 14, and improvements; \$2500 (United States revenue stamps indicate transaction up to \$5000). 11-1-44

John B. and Henry T. Wisdorf to Ernest T. Wisdorf, south 70 feet of lot 14, and south 70 feet of lot 13, west 2 feet 10 inches of lot 13, and improvements in block 14; \$5 and for the purpose of partition of property between parties. age, use or location per cent 4/16/25

REMARKS.

8 doors 1 door part 10 W x blinds Wall Wainscot
Reynaldo Severiano Martinez and wife to T. A. Waterman, lot A of special subdivision of lots 13 and 14 in block 14 and improvements; \$10 (no revenue stamp). 4/2/50
T. A. Waterman to William Louis Bainbridge lot A, special subdivision of lots 13 and 14 in block 14 and improvements; \$10 (U.S. rev. stamps indicate transaction up to \$9500). 12/15/55
William Louis Bainbridge to George W. Beach lot A, special subdivision of lots 13 and 14, block 14, and improvements; \$10 (No rev. stamp). 4/11/60
George W. Beach to Louis J. Radin and wife lot A in Special subdivision of lots 13 and 14 in block 14 and improvements; \$10 (U.S. rev. stamps indicate transaction up to \$7500). 9/21/61

INSPECTOR.

Galveston, Texas, 24 day of July, 1907.
97

Reproduced From
The Holdings of the
Rosenberg Library, Galveston, Texas

From: Jami Durham <jami.durham@galvestonhistory.org>
Sent: Friday, July 12, 2019 12:06 PM
To: Daniel Lunsford
Subject: RE: No committee meetings this month?

ATTACHMENT B

Daniel,

The official name of this house (1426 M) is the **1907 Alexander Ubillo Tenant House**.

The original insurance record is attached to the document you sent me yesterday. Page 4. That identifies the house as built in 1907. The owner, Alex Ubello (misspelled), intends to use it as a tenant property.

The 1908 Galveston City Directory identifies Alexander Ubillo, owner of a saloon on the corner of 37th and Strand. He lives above the saloon. Ancestry tells me Ubillo was born in Spain on 7 August 1862. The 1910 census records his year of immigration as 1879. He died in Galveston 27 June 1918. He is buried at Cavalry Catholic Cemetery. I'll see if I can find his obituary and if I do, I'll send it to you.

The 1908 directory identifies the first tenant at 1426 M as Frank G. Thatcher. He worked as a collector for the Galveston Electric Company.

The insurance record notes real estate transfers although some pertain to the other house on the lot. Looks like second owner of this little house was George Franklin, owner in 1946. In 1950, Franklin sold it to Nicolas Halefteros who sold it four months later to O. M. Meinhold. Meinhold's name is recorded at the top, under owner. He is the lat owner recorded on the 1907 paper record at the top, but, if you look at the bottom again, in 1961, Meinhold's widow sold it to T. A. Waterman.

Jami Durham

**Property Research & Cultural History
Historian**Galveston Historical Foundation

phone: 409-765-3453

site: www.galvestonhistory.org

address: 2228 Broadway, Galveston, TX 77550



ORDINANCE NO. 19-__

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, DESIGNATING THE PROPERTY LOCATED AT **3417 AVENUE Q 1/2**, AS A “GALVESTON LANDMARK”, PROPERTY IS LEGALLY DESCRIBED AS M. B. MENARD SURVEY, LOT 3, SOUTHWEST BLOCK 112, GALVESTON OUTLOTS, IN THE CITY AND COUNTY OF GALVESTON, TEXAS; REQUESTING THE HISTORIC PRESERVATION OFFICER RECORD THE PROPERTY'S LANDMARK DESIGNATION IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY IN GALVESTON COUNTY, THE TAX RECORDS OF THE CITY OF GALVESTON AND THE CENTRAL APPRAISAL DISTRICT, AND THE OFFICIAL ZONING MAPS OF THE CITY OF GALVESTON, TEXAS; DESIGNATING THE SITE AS A HISTORICALLY OR ARCHEOLOGICAL SIGNIFICANT SITE IN NEED OF TAX RELIEF TO ENCOURAGE ITS PRESERVATION; PLANNING CASE NUMBER **19P-041**; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, on March 11, 1999, the Galveston City Council adopted Ordinance Number 99-14 creating the Landmark Designation Process requiring that a property requesting such designation must meet certain criteria and that the designation is considered a “change of zoning” for the property and is therefore treated as such; and,

WHEREAS, the Applicant and Property Owner, Jody Lee Phelps request that the structure located at **3417 Avenue Q 1/2**, and legally described as M. B. Menard Survey, Lot 3, Southwest Block 112, Galveston Outlots, in the City and County of Galveston, Texas, be officially designated as a Galveston Landmark; and,

WHEREAS, the subject structure, the Charles Ricke House, (Ricke House) was constructed in 1923. The house is an excellent example of Craftsman-style bungalow houses. The front-facing gable, wide front porch with massive, tapered columns, decorative corbels, and exposed rafter ends are all typical of Craftsman-style bungalows popular from 1905 until the 1930s. Originally, the house was smaller, having only two bedrooms and one bathroom; in 1940 another bathroom, a kitchen, and a sunroom was added to the original footprint; and,

WHEREAS, Charles J. Ricke, a financier by profession, was associated with Galveston’s historic banking and land development industry, specifically the ; and

WHEREAS, the Ricke House has been an established visual feature of the community since its construction in 1923 and retains its historic integrity, its original location, design, setting, materials, workmanship, feeling and association; and,

WHEREAS, the Ricke House is currently zoned Urban Neighborhood (UN) which is a zoning district that allows for some non-residential uses. The Galveston Landmark designation will ensure that any potential adaptations for a new use will be done appropriately; and,

WHEREAS, the property meets the criteria for Landmark Designation as set out in the Staff Report, attached as **Exhibit 1** and incorporated herein for all intents and purposes, and is a contributing element of the historic neighborhood; and,

WHEREAS, the property was reviewed and met the criteria for Landmark Designation as set forth in Article 10 of the City's Land Development Regulations; and,

WHEREAS, the property is eligible to participate in the City of Galveston's Tax Exemption for New Galveston Landmarks Program; and

WHEREAS, at its regular meeting of August 5, 2019, the Landmark Commission voted to recommend approval of the request; and,

WHEREAS, at its regular meeting of August 6, 2019, the Planning Commission voted to recommend approval of the request; and

WHEREAS, Staff recommends that Planning Case Number 19P-041 request for Landmark Designation of the property located at **3417 Avenue Q 1/2**, be approved with the condition provided in Section 2 below; 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 **3417 Avenue Q 1/2**, and legally described as M. B. Menard Survey, Lot 3, Southwest Block 112, Galveston Outlots, in the City and County of Galveston, Texas, as a "Galveston Landmark" and as a historically or archeologically significant site in need of tax relief to encourage its preservation.

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 approves the request for Landmark Designation of the property located at **3417 Avenue Q 1/2** and legally described as M. B. Menard Survey, Lot 3, Southwest Block 112, Galveston Outlots, in the City and County of Galveston, Texas, subject to the following condition:

Standard Condition:

1. As with all properties containing a Historic Overlay Designation, including Landmark Designations, exterior alterations to the property will be subject to review and approval by the Landmark Commission and must conform to the Design Standards for Historic Properties 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 Tax Exemption for New Historic Districts or Galveston Landmarks program. New Galveston Landmarks located outside of historic districts are eligible for a 35% reduction in City of Galveston property taxes for a period of five years.

SECTION 4. The City of Galveston Historic Preservation Officer will maintain all records and will record the property’s Landmark Designation in the Official Public Records of Real Property of Galveston County, in the tax records of the City of Galveston and the Central Appraisal District, and in the Official Zoning Maps of the City of Galveston, Texas.

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 August 22, 2019, 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 _____, 2019.

Secretary for the City Council
of the City of Galveston



19P-041

STAFF REPORT

ADDRESS:

3417 Avenue Q 1/2

LEGAL DESCRIPTION:

Property is legally described as M.B. Menard Survey, Lot 3, Southwest Block 112, Galveston Outlots, in the City and County of Galveston, Texas.

APPLICANT/REPRESENTATIVE:

Jody Lee Phelps

PROPERTY OWNER:

Same

ZONING DISTRICT:

Urban Neighborhood (UN)

HISTORIC DISTRICT:

n/a

REQUEST:

Request for designation as a Galveston Landmark

STAFF RECOMMENDATION:

Approval with Conditions

EXHIBITS:

A – Applicant's Submittal
 B – Additional Research

STAFF:

Daniel Lunsford
 409-797-3659
 dlunsford@galvestonTX.gov

Public Notice and Comment:

Sent	Returned	In Favor	Opposed	No Comment
34	2	2	0	0



Zoning and Land Use

Location	Zoning	Land Use
Subject Site	Urban Neighborhood (UN)	Residential
North	Urban Neighborhood (UN)	Residential
South	Urban Neighborhood (UN)	Residential
East	Urban Neighborhood (UN)	Residential
West	Urban Neighborhood (UN)	Residential

Executive Summary

The applicants are requesting designation of the above referenced address, as a Galveston Landmark.

Analysis

As per Article 10 of the Land Development Regulations, the following criteria should be considered during the Landmark Designation review process:

1. The character, interest, or value as part of the development, heritage, or cultural characteristics of the City of Galveston, Galveston County, the State of Texas, or the United States.

The Charles J. Ricke House was constructed in 1923. Galveston Daily News articles from 1936 and 1941 indicate that C.J. Ricke was manager of the Galveston Clearing House Association. Clearing houses were financial institutions which facilitate transactions between buyers and lenders by minimizing risk. The Galveston Daily News articles mention C.J. Ricke reporting “bank clearing” amounts, indicating Mr. Ricke worked in the banking finance industry. The 1940 Census lists Charles, wife Mildred, and children Doris, Charles Jr, and Kenneth living at 3417 Avenue Q ½.

2. Distinctive characteristics of a period or method of construction, or architecture; representative of, or a rare survivor of, the work of a master designer, builder, or craftsman.

The Charles J. Ricke House is an excellent example of Craftsman-style bungalow houses. The front-facing gable, wide front porch with massive, tapered columns, decorative corbels, and exposed rafter ends are all typical of Craftsman-style bungalows popular from 1905 until the 1930s. Originally, the house was smaller, having only two bedrooms and one bathroom; in 1940 another bathroom, a kitchen, and a sunroom was added to the original footprint.

3. Representative of an established and familiar visual feature of a neighborhood, community, or city.

The Charles J. Ricke House has been an established visual feature of the community since its construction in 1923. Similar Craftsman-style houses, including the landmarked Frances Millard House and M.C. Bowden House on the same block, are common along Avenue Q ½ between 33rd and 35th Streets. The Ricke family owned their property until 1991; the current owners are only the second owners outside of the Ricke family.

4. Retention of historic integrity, meaning that the property possesses several, and usually most, of the following aspects of integrity: location, design, setting, materials, workmanship, feeling or association.

The Charles J. Ricke House retains its historic integrity and retains its original location, design, setting, materials, workmanship, feeling and association.

5. Likelihood of the continuation of a building's historical use, or its potential adaption for new uses without the need for major intervention that could seriously damage is historic character and integrity.

The Charles J. Ricke House is currently zoned Urban Neighborhood (UN) which is a zoning district that allows for some non-residential uses. The Galveston Landmark designation will ensure that any potential adaptations for a new use will be done appropriately.

Financial Incentives for Historic Properties

The property is eligible for the Financial Incentive for Historic Properties for new Galveston Landmarks.

Other Reviews

Landmark Commission unanimously recommended approval of the request on August 6, 2019. Planning Commission unanimously recommended approval of the request on August 7, 2019. City Council has the final decision regarding the request for a Landmark Designation.

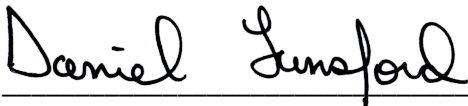
Staff Recommendation

Staff recommends approval with the following condition:

Standard Condition:

1. As with all properties containing a Historic Overlay Designation, including Landmark Designations, exterior alterations to the property will be subject to review and approval by the Landmark Commission and must conform to the Design Standards for Historic Properties of Galveston, Texas.

Respectfully Submitted:



Daniel Lunsford, Planner

August 22, 2019

Date

3417 Avenue Q ½, Galveston, TX 77550

STATEMENT OF HISTORICAL SIGNIFICANCE:

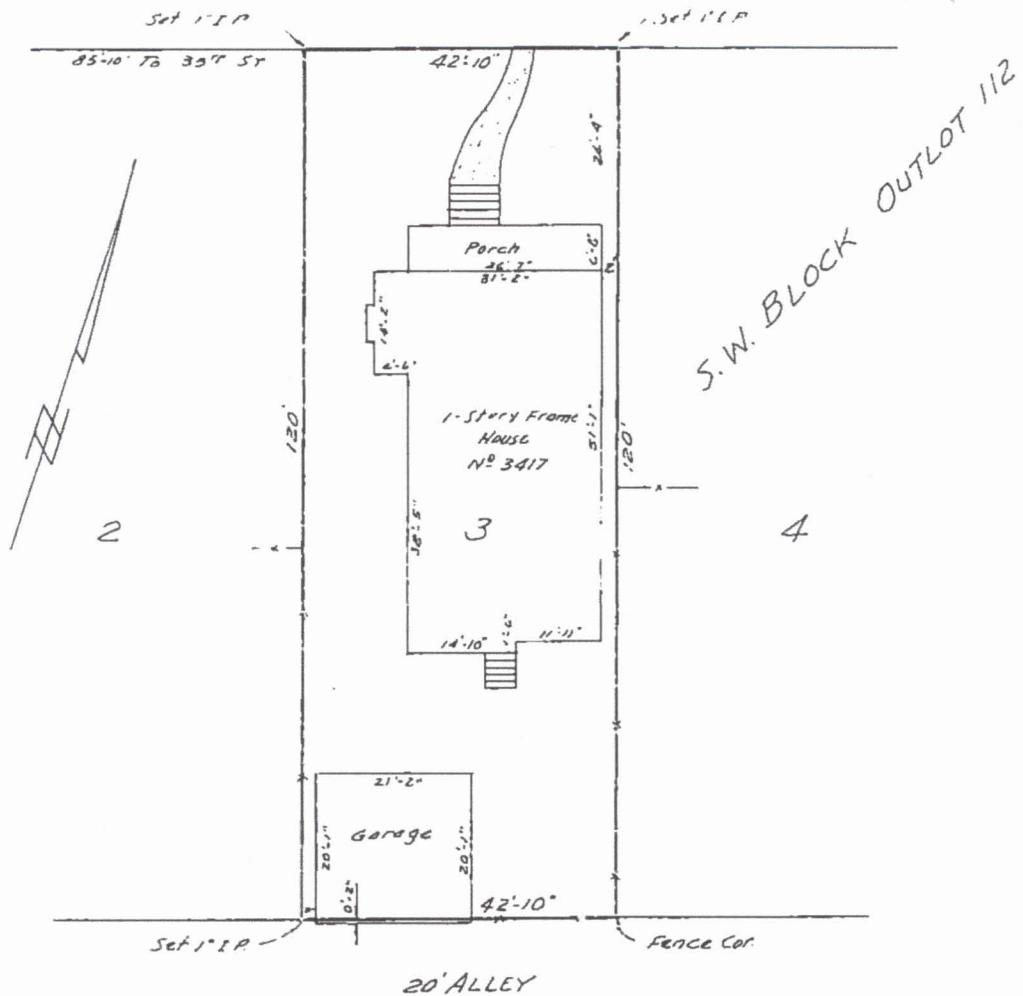
The craftsman style cottage at 3417 Avenue Q ½, Galveston, TX 77550, was built in 1923. The cottage was owned and lived in by the C. J. Ricke family from 1923 until it was sold in 1991 to the Jay Sims family. The Sims family owned the home until 2011 when they sold it to the third owners, Jody Phelps & James Heyland. The craftsman style is evident in the front porch columns, windows, siding, and doors. Originally the home was a smaller 2bed/1 bath home but an addition was completed in the late 1930's to 1940. A small sun room was added off the kitchen and another bedroom was added at the back of the home.

The current owners spent 6 months renovating the home down to the studs - changing the floor plan to a 2 bedroom/2 bathroom with completely new electrical, plumbing, and hvac systems. The interior craftsman style moldings were kept along with the original fireplace. The asbestos siding was removed and the entire home painted while keeping original features such the front door & screen door, the original wood shutters, and windows.

3417 Avenue Q ½, Galveston, TX 77550

STATEMENT OF ARCHITECTURAL SIGNIFICANCE:

The craftsman style cottage at 3417 Avenue Q ½, Galveston, TX 77550, was built in 1923. The cottage is a very good example of the cottages built in the 1920's in the Kempner Park neighborhood area of Galveston. The home has its original windows, original front door with original screen door, original siding, many of the original shutters on the sides of the home, and historical style front porch. The home exhibits the typical craftsman style columns on the front porch with symmetrical front windows.



May 2, 1989

Scale: 1" = 20'

Survey of Lot 3 in the Southwest Block of Outlot 112, in the City of Galveston, in Galveston County, Texas.

I certify that on the above date, the above lot together with improvements located thereon was surveyed under my supervision and that the above map together with dimensions as shown, is true and correct as of the above date. There are no overages nor shortages in the above lot. There are no encroachments other than shown.

HALL - JOHNSON, Surveyors

Jack A. Hall
Registered Public Surveyor No. 95
D. O. Rev. 877



DESCRIPTION AND ESTIMATE of the Present Cash Value

Of the 1 story Metal roofed frame building,
Situating on Lot No. 3 in Block No. SW 1/4 Q. 119 No. 3417-19 (3417) 2 1/2 Street,
in the City of Galveston, owned by B. J. Riche ~~Pho 1119~~

Occupancy: Basement 2 1/2 bh per for
First Floor by 9 Owner for dwelling
Second Floor by for
Third Floor by for

DESCRIPTION:

When built? Feb 1923 Last repaired or painted? as in 1940
Is it on leased ground? No When does lease expire?
What is used for lighting? Elect. Is gasoline used? no
Size of building? see dia 26' x 43' x 13' incl - Porch 7' x 26'

Plastered. 1 md. Halls ✓ Bath room 1 md
Number of rooms Rough ceiled and papered 5
Ceiled and painted. 1 md.
Number closets? 5 Porches? 1 Mantels and grates? 1

Number of flues and construction thereof? 1 1/2 ft. gas
Is public Fire Hydrant within 500 feet? Yes Within 1000 feet? ✓

The above described building would cost, at present value of materials and labor.
Est. 5.74.3-1-38
" 11.6-15-40
" 11.1-15-57
Deduct for depreciation from age, use or location 20 to per cent
Making the present Cash Valuation

OTHER IMPROVEMENTS:

Two car metal roof frame gas. conc
floor.

metal Blinds on all Windows.
Deduct for depreciation from age, use or location per cent.
Making the present Cash Value

REMARKS: 241 HNZ
611 EXP - 1/15/57 EN.
Galveston, Texas, day of
17
58 R.X 2/27/26
73 HAZ 2/24/29
34 E.H. 5/14/31
48 A-L 2/16/32
1/19/33
1-5-35
E.H. 2-8-35
11.3-1-382
73
43
INSPECTOR.

ANDER QUEEN BALLOT

COUPON

ER JR. QUEEN CONTEST

d by Women's Civic League)

ons and 1c Gives Your Favorite Entry

(1) Voie in the Contest.

553

..... Address

coupons and cash to 2207 D

Other than this the papers have no connection with the request of the

in the poll for selection of the junior queen festival here June 19-25 appears above and till several days before the junior event on expected to be one of the most colorful events to attract interest daily and many entries are headquarters 2207 D.

from 1 to 11 years as of June 12. Ballooning
that date.

Mr. L3H.
Mickey
2A, Sybil
4d; H2D,
se Chest-
n; H2B,
ette Wal-
L, Bobby
Macrini,
car; L2N,
Fr Wins-
e Weber.

BANK RECEIPTS SHOWING GAIN

An increase of approximately \$21,000,000 in bank clearings for the month of May over the same month last year was reported by C. J. Rieke, manager of the Galveston Clearing House Association.

Bank clearings for May, 1936, totaled \$102,140.00. Clearings for the first five months of 1936 have shown an increase of \$77,000.00 over the same period last year.

Clearings for the first five months of 1936 were \$528,977,000 as compared to \$448,027,600 for the first five months of 1935.

MIDSHIPMEN GRADUATE

Annapolis, Md., June 4.--²²—Two hundred and sixty-two midshipmen received their diplomas and the degree of bachelor of science from the Naval Academy today as parents, friends and sweethearts applauded and undergraduates cheered.

After leaving the exercises held in the huge blue and gold decorated armory, 210 of the graduates went to Bancroft hall, where they were sworn in as ensigns in the line of the navy. Twenty-five became second lieutenants in the marine corps.

For Prescriptions



PHONE

4191

30c-40c 65c Bottles
Muffin
ALL DRUGGISTS
FROM CLOTHES
REMOVES
EVEN
GUM, GREASE



**KRUEGER
OPTICAL CO.**
419-22ND ST.
GALVESTON, TEX.

The First National Bank
1863 OF GALVESTON 1936

Member Federal Deposit
Insurance Corporation

DIRECTIONS:

Fred W. Catterall
J. P. Cowley
Murt H. Royston
G. G. Moore
H. D. Moore
Geo. D. Morgan
Joe G. Elband

OLDEST NATIONAL BANK
IN TEXAS

**When Your Feet Ache You Would
Absolute Foot Comfort—and Here's Re-**

**CONSTANT
COMFORT
SHOES**



One-Str
Consta

with shock absorb
and flexible turn s
glove---

\$3.00

at C

You May Be Divided About Sports But You'll Agree That

CULOTTES

Are the Ideal Sport Costum

As decorous as a skirt and as free as



ATTACHMENT B

Sea food and Milk-Fed Poultry
2011 & HILL'S Dial
Wharf 4518
Free Delivery in City
Free fish daily from our boats.
We also operate a fish cart.

W. L. MOODY & CO.
(INCORPORATED)
BANKERS
ESTABLISHED 1844
Representing over \$2,000,000.00 in bonds and stocks.
We are also authorized to handle all business in Galveston County.

The Galveston Daily News

100TH YEAR—NO. 82.

TEXAS' OLDEST
NEWSPAPER

GALVESTON, TEXAS, TUESDAY, JULY 1, 1941.

TEXAS' OLDEST
NEWSPAPER

ESTABLISHED 1842

O'DANIEL 77 VOTES BEHIND JOHNSON

Knox Claims Fleet Can Defeat

Knox Demands U. S. Naval Attack on Germany

Second Draft Registration

Galveston, Texas, July 1.—(AP)—Knox, who has been in the city since his arrival from Germany, today demanded that the United States Navy attack Germany. He said that the German fleet was a threat to the United States and that the United States Navy should attack it. He said that the German fleet was a threat to the United States and that the United States Navy should attack it.

Only One End

There is only one end to this war, and that is the complete destruction of the Axis powers. The United States must continue to fight until the Axis powers are completely defeated. The United States must continue to fight until the Axis powers are completely defeated.

Boxley was indicted on a charge of robbery by assault with a dangerous weapon.

Boxley was indicted on a charge of robbery by assault with a dangerous weapon. The indictment was returned by the grand jury of the county. Boxley was indicted on a charge of robbery by assault with a dangerous weapon.

Goldsmith, chief witness for the prosecution, testified that Boxley was indicted on a charge of robbery by assault with a dangerous weapon.

Goldsmith, chief witness for the prosecution, testified that Boxley was indicted on a charge of robbery by assault with a dangerous weapon. Goldsmith, chief witness for the prosecution, testified that Boxley was indicted on a charge of robbery by assault with a dangerous weapon.

Turn to Page 7. See SIX.

Turn to Page 2. See FOUR.

Turn to Page 2. See THREE.

Turn to Page 2. See ONE.

Turn to Page 2. See ONE.

Turn to Page 2. See THREE.

Turn to Page 2. See THREE.

Turn to Page 2. See ONE.

Turn to Page 2. See ONE.

Turn to Page 2. See THREE.

Turn to Page 2. See THREE.

Turn to Page 2. See ONE.

Turn to Page 2. See ONE.

Turn to Page 2. See THREE.

Turn to Page 2. See THREE.

Turn to Page 2. See ONE.

Turn to Page 2. See ONE.

Turn to Page 2. See THREE.

Turn to Page 2. See THREE.

Turn to Page 2. See ONE.

Turn to Page 2. See ONE.

Turn to Page 2. See THREE.

Turn to Page 2. See THREE.

Turn to Page 2. See ONE.

Turn to Page 2. See ONE.

ORDINANCE NO. 19-____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, GRANTING A VARIANCE PURSUANT TO SECTION 4-1 “SALES NEAR SCHOOLS, CHURCHS OR HOSPITALS” OF “THE CODE OF THE CITY OF GALVESTON, 1982 AS AMENDED” AND IN ACCORDANCE WITH SECTION 109.33(e) OF THE TEXAS ALCOHOLIC BEVERAGE CODE; REGARDING THE SALE OF ALCOHOLIC BEVERAGES ON PROPERTY LOCATED AT 3228 BROADWAY / AVENUE J; WHICH IS LEGALLY DESCRIBED AS “M. B. MENARD SURVEY, LOTS 4 & 5, BLOCK 212, IN THE CITY AND COUNTY OF GALVESTON TEXAS AND WHICH IS LOCATED WITHIN THREE HUNDRED FEET OF A SCHOOL, CHURCH, OR HOSPITAL; PLANNING CASE NUMBER 19PA-040; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, Applicant, Jesse Dueri and Owner, Tristar Galveston, Inc. / Hanna Nasir, are requesting a variance from the Galveston Municipal Code in order to allow the sale of alcohol, within 300-feet of any church, public or private school, or public hospital in the city of Galveston. The subject property zone is “Planned Unit Development (PUD) Overlay zoning district in a Commercial (C) base zoning district”; and,

WHEREAS, as detailed in the staff report, attached and incorporated as **Exhibit “1”**, the subject site is located at 3228 Broadway / Avenue J and legally described as “M. B. Menard Survey, Lots 4 & 5, Block 212, in the City and County of Galveston; and,

WHEREAS, the subject site operates as a convenience store and service station. The requested variance is to allow the sale of alcohol beverages within 300 feet of a school. For issuance of a TABC license, 3228 Broadway / Avenue J would require a variance approved by City Council; and,

WHEREAS, the measurement requirement set forth by the Texas Alcoholic Beverage Code (TABC) described in Section 109.33(b), measures distance from schools in a straight line from property line to property line and in a direct line across intersections. The measurement from the property line of the convenience store to the property line of a school is approximately 230 feet; and,

WHEREAS, TABC section 109.33(a) (1) “Sales Near School, Church, or Hospital” states in part “the governing board of an incorporated city or town may enact regulations applicable in the city or town, prohibiting the sale of alcoholic beverages by a dealer whose place of business is within 300 feet of a church, public or private school, or public hospital”; and,

WHEREAS, the TABC section 109.33(e) states, “[T]he commissioners court or a county or the governing board of a city or town that has enacted a regulation under subsection (a) of this section may also allow variances to the regulation if the commissioners court or governing body determines that enforcement of the regulation in a particular instance is not in the best interest of the public, constitutes waste or inefficient use of land or other resources, creates an undue hardship on an applicant for a license or permit does not serve its intended purpose, is not effective or necessary, or for any other reason the court or governing board, after consideration of the health,

safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community”; and,

WHEREAS, on July 19, 2019, the owner and applicant submitted an application requesting a variance pursuant to Section 4-1 of the City Code of Galveston; and,

WHEREAS, Section 4-1 of the Code of the City of Galveston states:

“The sale of alcoholic beverages by any dealer or by the agent, servant or employee of any dealer who sells alcoholic beverages is hereby prohibited where the place of business of such dealer is within three hundred (300) feet of any church, public or private school or public hospital in the city. The measurement shall be as set out in the Texas Alcoholic Beverage Code, as amended”; and,

WHEREAS, pursuant to the City Code, Chapter 4 Section 4-1(b), a property owner may apply to City Council for a variance from the prohibition of sales near schools, churches or hospitals; and,

WHEREAS, City Code, Chapter 4-1 (c) states: “If City Council determines, after notice and hearing, that enforcement or the prohibition in a particular instance is not in the best interest of the public, constitutes waste or inefficient use of land or other resources, creates an undue hardship on an applicant for a license or permit, does not serve its intended purpose, is not effective or necessary, or for any other reason the council, after consideration of the health, safety, and welfare of the public and equities of the situation, determines is in the best interest of the community, City Council may allow a variance from this prohibition as permitted in the Alcoholic Beverage Code”; and,

WHEREAS, Staff recommends City Council take action regarding the request for a variance with regard to the sale of alcoholic beverages within three hundred (300) feet of any church, public or private school, or public hospital in the city for property located at 3228 Broadway / Avenue J, in the City and County of Galveston, Texas; and,

WHEREAS, after notice and public hearing as required by law, the City Council of the City of Galveston, Texas deems it to be in the public interest to grant a variance from Section 4-1(a) of the Galveston City Code to Jesse Dueri, Applicant, for the property located at 3228 Broadway / Avenue J and legally described as M. B. Menard Survey, Lots 4 & 5, Block 212, 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 hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. Jesse Dueri, Applicant, is hereby granted a variance pursuant to Section 109.33(e) of the Texas Alcoholic Beverage Commission and in accordance with Section 4-1 of the Code of the City of Galveston in regard to the sale of alcoholic beverages, thus allowing the sale of alcoholic beverages within three hundred (300) feet of any church, public or private school, or public hospital that is located within 300 feet of the owner's business location at 3228 Broadway / Avenue J and legally described as M. B. Menard Survey, Lots 4 & 5, Block 212, in the City and County of Galveston, Texas.

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. 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 5. 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 August 22, 2019, 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 _____, 2019.

Secretary for the City Council
of the City of Galveston

Planning and Development Division

823 Rosenberg, Room 401
Galveston, Texas 77550

Phone (409) 797-3666 planningcounter@galvestontx.gov



August 22, 2019

Honorable Mayor Jim Yarbrough
and City Council Members
Galveston, Texas

Dear Mayor and Council Members:

Subject: **19PA-040 (3228 Broadway / Avenue J)** Request for a variance from Section 4-1(a) of the Galveston City Code in regards to the sale of alcoholic beverages within three hundred (300) feet of any church, public or private school, or public hospital in the city. Property is legally described as M.B. Menard Survey, Lots 4 & 5, Block 212, in the City and County of Galveston, Texas.
Applicant: Jesse Dueri
Property Owner: Tristar Galveston, Inc. / Hanna Nasir

Background:

Tristar Galveston, Inc, owner of the existing convenience store and service station at 3228 Broadway / Avenue J, is requesting a variance from the Galveston Municipal Code, Chapter 4, Section 4-1. The requested variance is in order to allow the sale of alcoholic beverages within 300 feet of a school.

On April 27, 2018, the Planning and Development Division received an *Application for an Alcoholic Sales Variance* in order to operate as an alcoholic beverage retailer at 3228 Broadway / Avenue J. Due to the proximity to the Galveston Independent School District's Central Middle School Media Arts Academy campus at 3115 Ball / Avenue I, a variance is requested in order to obtain an Alcoholic Beverage Permit. The distance from the property line of the convenience store to the property line of the school is approximately 230 feet.

Site of Request:

The subject site, 3228 Broadway / Avenue J, has operated as the Broadway Exxon Auto Care service station and convenience store for many years. Under a Planned Unit Development request approved by City Council under Ordinance 18-065 dated October 31, 2018, the applicant was granted permission to add a service bay in order to increase the retail sales space. The applicant is proposing to take advantage of the additional space by adding package alcohol sales to the establishment's stock.

Site of School:

The Central Media Arts Academy campus was established in 1952 as Central Middle School; it currently serves children in grades 5th -8th. It is addressed as 3115 Ball / Avenue I, approximately one block north of 3228 Broadway / Avenue J. The children often participate in outdoor activities on the campus. The notification area and location of the Central Middle School campus in relation to the applicant's property is depicted in Attachment A.

Site of Church:

Mount Pilgrim Baptist Church is located directly across Broadway from 3228 Broadway / Avenue J. However, state law measures the required distance for alcohol variance between churches and alcohol sales from door to door, along the most direct pedestrian path. By this standard, the distance from the applicant's front door to the front door of Mount Pilgrim Baptist Church is four hundred (400) feet. This does not require a variance, despite its geographic proximity, as shown in Attachment B.

Galveston Municipal Code Chapter 4 – Section 4-1 (a):

Section 4-1 of the Galveston Municipal Code states the following:

- a) The sale of alcoholic beverages by any dealer or by the agent, servant or employee of any dealer who sells alcoholic beverages is hereby prohibited where the place of business of such dealer is within three hundred (300) feet of any church, public or private school or public hospital in the city. The measurement shall be as set out in the Alcoholic Beverage Code, as amended.*

The measurement requirement set forth by the Alcoholic Beverage Code is described in Section 109.33(b) (1). The measurement of the distance between the place of business where alcoholic beverages are sold and the public or private school shall be:

- (1) In a direct line from the property line of the public or private school to the property line of the place of business and in a direct line across intersections.*

Galveston City Code Chapter 4, Section 4-1 (b) (c):

- b) A property owner may apply to City Council for a variance from this prohibition. The property owner must file with the City Council a request for variance specifying the grounds supporting the variance, and an application fee sufficient to pay the costs of notice.*
- c) If City Council determines, after notice and hearing, that enforcement or the prohibition in a particular instance is not in the best interest of the public, constitutes waste or inefficient use of land or other resources, creates an undue hardship on an applicant for a license or permit, does not serve its intended purpose, is not effective or necessary, or for any other reason the council, after consideration of the health, safety, and welfare of the public and equities of the situation, determines is in the best interest of the community, City Council may allow a variance from this prohibition as permitted in the Alcoholic Beverage Code.*

Property Owner Notification as of August 22, 2019:

Sent	Returned	In Favor	In Opposition	No Comment
36				

Applicants Justification:

"New convenience store and retail sales.

I used to have alcohol permit from 1996-2003. After that I sold the business"

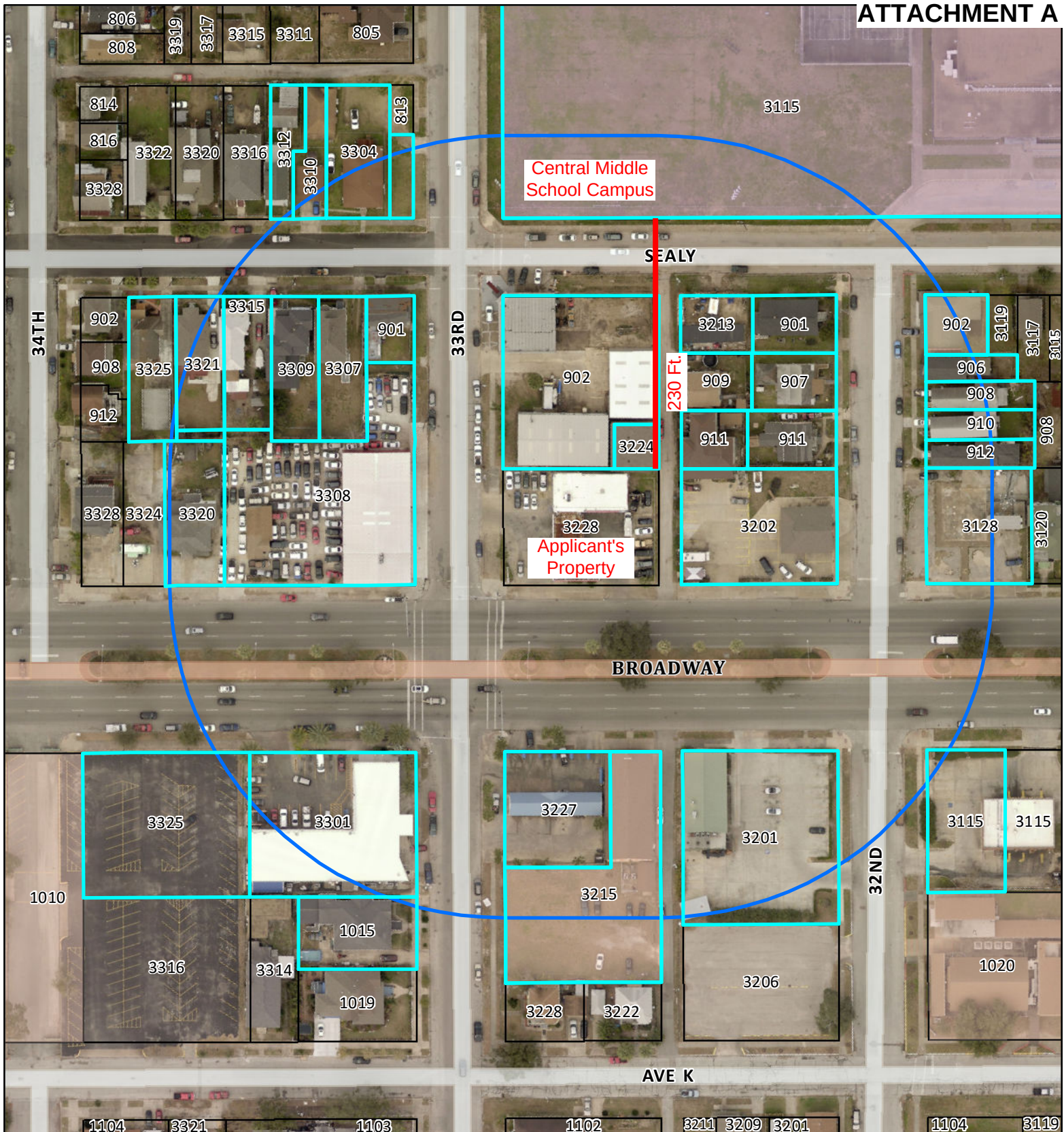
Requested Variance: From 300-feet to 230-feet.

Exhibit

A – Area Maps with Distances

B – Notification Map

C – PUD Ordinance 18-065



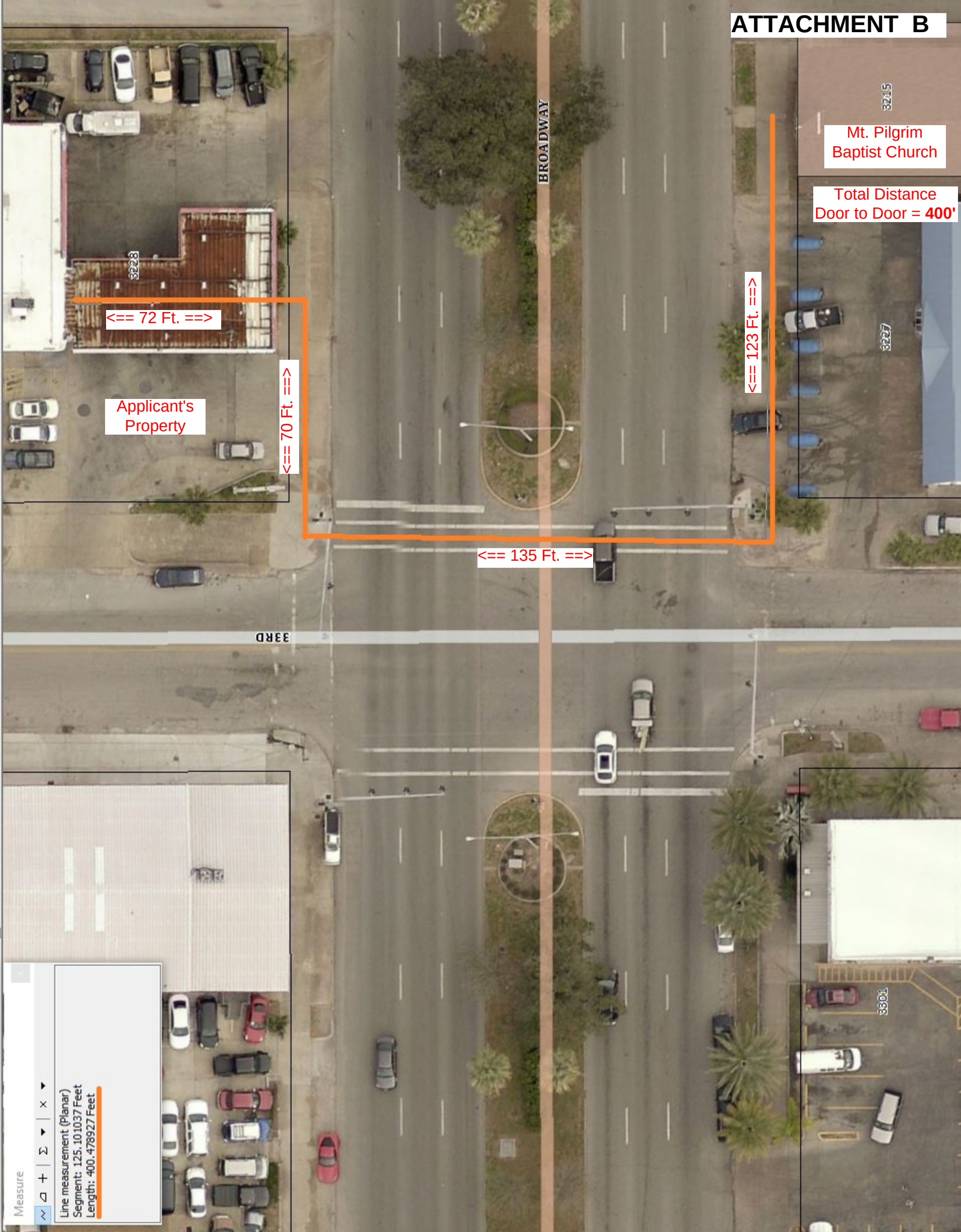
3228 Broadway / Avenue J 300' Notification - Alcohol Variance

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes.

It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

The data presented on these pages is not legally binding on the City of Galveston or any of its departments. These maps and the associated data are representations ONLY and may contain errors in the databases. Therefore, the information presented on this map is for informational purposes only and should not be construed to be legally binding.





3215

Mt. Pilgrim
Baptist Church

Total Distance
Door to Door = 400'

3227

3223

<== 72 Ft. ==>

Applicant's
Property

<== 70 Ft. ==>

<== 123 Ft. ==>

<== 135 Ft. ==>

33RD

3301

Measure

Line measurement (Planar)
Segment: 125, 101037 Feet
Length: 400.478927 Feet

ORDINANCE NO. 18-068

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.

WHEREAS, Article 4 of the 2015 Galveston Land Development Regulations (LDR) allows for the creation of a Planned Unit Development (PUD) Overlay Zoning District; and,

WHEREAS, the property is owned by Tri-Star Galveston, Inc. Sel Thint, P.E. ("Applicant"), is requesting that a PUD Overlay Zoning District be created on property commonly known as **3228 Broadway/Avenue J** and which is legally described as the **Lots 4 and 5, Block 212**, in the City and County of Galveston, Texas; and,

WHEREAS, as further detailed in the Staff Report, attached and incorporated herein as **Attachment 1** (including Exhibits A, & B), the subject site is a .334-acre parcel located in the 3200 block of Broadway Boulevard, in a Commercial (C) Zoning District; and,

WHEREAS, the PUD request is to establish a Planned Unit Development (PUD) Overlay District in a Commercial (C) base zoning district with Broadway Design Standards for an "Auto Service/Fueling or Charging Station" in order to install a service bay to the east of the existing building on the property. The proposed use of "Auto Service/Fueling or Charging Station" is a Limited (L) land use in the base Commercial (C) zoning district; and,

WHEREAS, the surrounding land uses on Broadway consist of a variety of commercial uses with residential properties to the north of the subject property. One of the Limited Use Standards in the Commercial (C) zoning district is that the use be located a minimum of 200 feet from any residential use or zoning district. Both residential uses and zoning districts occur within 200 feet, therefore the subject property is considered legally non-conforming. Non-conforming uses may continue to operate, but may not expand; and,

WHEREAS, a PUD is a floating zoning district intended to create a mixture of uses, density, and infrastructure standards, allowing flexibility in the development standards for specific uses on a specific site; and,

WHEREAS, the proposal is to expand the convenience store into the space currently occupied by the first service bay. The existing service bay will "shift" to the east to accommodate the expanded retail space. The shift will result in the addition of a service bay to the eastern façade. The number of service bays will remain three. The gasoline pumps will be reconfigured and a new canopy constructed; and,

WHEREAS, if the proposed zoning is in accord with Section 13.601.C of the Land Development Regulations, the Planning Commission may recommend approval and City Council may grant the approval of the rezoning request; and,

WHEREAS, at its meeting of September 18, 2018, the Planning Commission recommend approval of the request; and,

WHEREAS, Staff recommended approval of the PUD for the deviations from the current Land Development Regulations (LDR) with conditions as provided in **SECTION 3 below**; and,

WHEREAS, after notice and conduct of 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 Planned Unit Development (PUD) Overlay Zoning District in a Commercial (C) base zoning district with Broadway Design Standards on property commonly known as **3228 Broadway/Avenue J** in the City and County of Galveston, Texas, subject to the 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 adopted by the City Council and made a part hereof for all purposes.

SECTION 2. Subject to certain conditions set forth in **Section 3** below, the Applicant is hereby granted a Planned Unit Development (PUD) Overlay Zoning District in a Commercial (C) base zoning district with Broadway Design Standards on property commonly known as **3228 Broadway/Avenue J** and legally described as Lots 4 and 5, Block 212, in the City and County of Galveston, Texas.

SECTION 3. This Planned Unit Development (PUD) Overlay Zoning District is subject to the following conditions:

Specific Conditions to 18P-040:

1. Granting of a PUD zoning district shall not relieve the developer from complying with all other applicable sections of the Land Development Regulations (LDR), and other Codes and Ordinances of the City of Galveston, unless such relief is specified in the approved PUD plan and PUD ordinance. Relief provided by this PUD plan includes:

a. To deviate from the limited use standard that requires a minimum distance of 200-feet from any residential use or zoning district;

2. Construction must conform to the site plan and design details included with the PUD application and ordinance, Attachments B and C, and adhere to any modifications as approved by City Council;

3. Along Broadway, the applicant shall plant trees fitting a minimum 30-gallon size “planter/container” and having a minimum height of 10-feet and full shrubs with a minimum 3-foot height. Trees are to be selected from the List of Recommended Tree Species by the Galveston Island Tree Conservancy and must be in compliance with the instructions for planting in the Broadway Boulevard Treatment Plan;
4. All trees will be installed according to the City of Galveston Guidelines for planting in the right of way. Tree lawns of sufficient size and soil volume shall be installed along the Broadway Boulevard sidewalk, to support large tree species (greater than 30-feet tall at maturity), such as Live Oak, Montezuma, Bald Cypress, Cedar Elms and Mexican Sycamore and the like. Palms are not substitutes for trees but may be included as decorative additions;
5. The construction of the project shall begin within six months from October 25, 2018, the date of approval, and must be completed no later than 15 months (approximately January of 2020) from the date of approval. If the project has not begun within six months or is not completed within 15 months, the City Council will have discretion to extend the time period if sufficient cause is determined.
6. An approved Fire Marshal permit shall be required for the renovation of the fuel system;
7. An approved sign permit shall be required for the proposed modifications to the detached sign;
8. An approved TXDOT permit may be required for the proposed modifications to the drives on Broadway Boulevard;
9. The applicant shall obtain necessary permits and comply with all City Codes;

Standard Conditions of a Planned Unit Development (PUD):

10. The applicant shall adhere to all comments/conditions received from City departments;
11. Any change or revisions to the adopted PUD Plan shall require an amendment to the PUD ordinance which requires review by the Planning Commission and City Council. Minor additions and modifications to the approved PUD plan meeting the criteria set forth in Article 4, Section 4.102 (d)(3) of the Land Development Regulations (LDR) may be approved by the Development Services Department;
12. The proposed project must comply with all signage requirements per Article 5 of the Land Development Regulations;
13. The development shall adhere to all landscaping requirements per Article 9 of the Land Development Regulations; and,

14. The applicant shall submit for approval all plans to the Development Services Department for compliance with all City codes.

SECTION 4. The zoning classification for this property shall be changed to Commercial Zoning (C), PUD overlay and shall be designated as C-PUD on the zoning maps of the City of Galveston, subject to the conditions set forth in **Section 3** above.

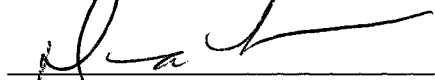
SECTION 5. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable. If any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by a final judgment or decree of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

SECTION 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 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 October 25, 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 31st day of Oct., 2018.



Secretary for the City Council
of the City of Galveston



18P-040

STAFF REPORT

ADDRESS:

3228 Broadway /Avenue J

LEGAL DESCRIPTION:

Property is legally described as Lots 4 and 5, Block 212, in the City and County of Galveston, Texas

APPLICANT/REPRESENTATIVE:

Sel Thint, P.E.

PROPERTY OWNER:

Tri-Star Galveston Inc.

ZONING:

Commercial (C)

REQUEST:

Planned Unit Development (PUD)

APPLICABLE LAND USE REGULATIONS:

Article 4 of the Land Development Regulations

STAFF RECOMMENDATION:

Approval with Conditions

ATTACHMENTS:

- A – Aerial/Zoning Map
- B – PUD Plan/Narrative
- C – Plans associated with the PUD
- D – Limited Use Standards for “Auto Service/Fueling or Charging Station”

STAFF:

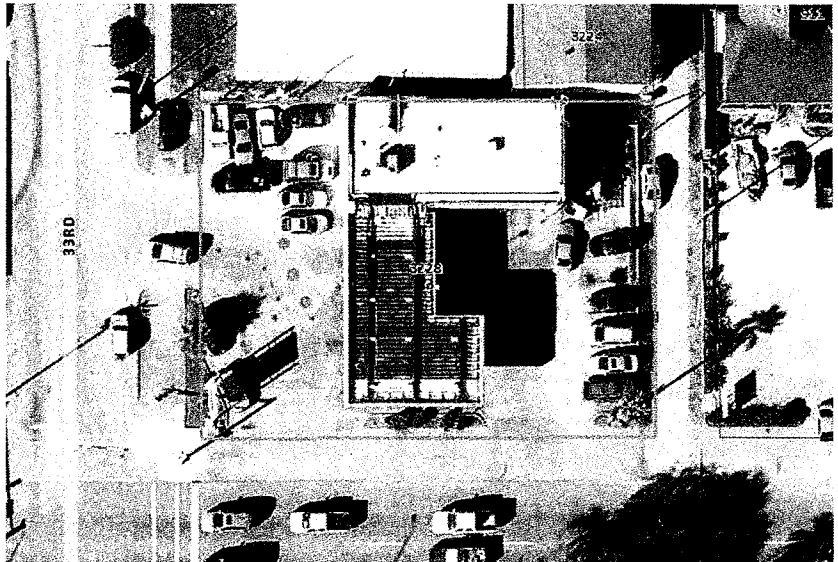
Catherine Gorman, AICP
Assistant Director/HPO
409-797-3665
cgorman@galvestonTX.gov

City Department Notification Responses:

No Objections with comment from the Fire Marshal: Additional Fire Marshal permits will be required for the renovation of the fuel system.

Public Notice and Comment:

Sent	Returned	In Favor	Opposed	No Comment
17	0	0	0	0



Background

2006 – A Specific Use Permit was issued for an expansion of the auto repair use by adding a fourth service bay (Ord. 06-065). This approval was never acted upon.

2013 – A Specific Use Permit was issued for an expansion of the auto repair use and convenience store (Ord. 13-001). This proposal was similar to the current proposal in that the convenience store would be expanded into the spaces of the first service bay and the addition of a service bay to the east. This approval was never acted upon.

Executive Summary

The request is to establish a Planned Unit Development (PUD) Overlay District in a Commercial (C) base zoning district with Broadway Design Standards for an “Auto Service/Fueling or Charging Station” in order to install a service bay to the east of the existing building. The proposal is to expand the convenience store into the space currently occupied by the first service bay. The existing service bay will “shift” to the east to accommodate the expanded retail space. The shift will result in the addition of a service bay to the eastern façade. The number of service bays

will remain three. The gasoline pumps will be reconfigured and a new canopy constructed.

“Auto Service/Fueling or Charging Station” is a Limited Use in the Commercial (C) zoning district. One of the Limited Use Standards is that the use be located a minimum of 200 feet from any residential use or zoning district. Both residential uses and zoning districts occur within 200 feet (please see Attachment A for the zoning districts within 200 feet of the property). Therefore the subject property is considered legally non-conforming. Non-conforming uses may continue to operate, but may not expand.

The intent of the request is to deviate from the following regulations and allow for the expansion of the building:

1. Limited Use Standards that require the following:
Minimum Distance from Residential: The use shall be located a minimum of 200 feet from any residential use or residential zoning district boundary, measured as a radius from the property lines of the limited use.

Site Details

The subject site is a .334-acre parcel located in the 3200 block of Broadway Boulevard. There is an existing convenience store/auto service facility on the north side of the property. The existing gasoline dispensers and canopy are located on the south side of the property. The site currently has two curb cuts on Broadway and one on 33rd Street.

Compatibility with Base and Surrounding Zoning and Land Uses

The Planned Unit Development (PUD) is a floating zoning district intended to create a mixture of uses, density and infrastructure standards, allowing flexibility in the development standards for specific uses on a specific site.

The use of “Auto Service/Fueling or Charging Station” is a Limited (L) land use in the base Commercial (C) zoning district. The surrounding land uses on Broadway consist of a variety of commercial uses with residential properties to the north of the subject property.

Ability of the Property to be used under Current Zoning

The subject site is zoned Commercial (C). The intent of this zoning district is to accommodate a wide range of retail, service, and office uses. The use of “Auto Service/Fueling or Charging Station” is a Limited (L) land use in the Commercial (C) zoning district with specific use standards that must be met. Please reference Attachment D, for the Limited Use Standards.

PUD Details /Development Plan

The purpose or intent of the PUD	To deviate from the limited use standard that requires a minimum distance of 200-feet from any residential use or zoning district.
PUD Land Uses	“Auto Service/Fueling or Charging Station” land use is Limited (L), permitting the land use as long as all of the Limited Use Standards are met. In this case the “Auto Service/Fueling or Charging Station” is not able to meet one limited use standard that requires a distance of 200-feet from residential properties or zoning district. The property is approximately 50-feet from the residentially zoned properties.
Density	The density is one commercial unit. The proposal includes an expanded convenience store, three service bays, three

	gasoline pumps, and fuel canopy.
Building Height	Existing building height is approximately 15 feet and the new expansion will match the existing building height.
Building Setbacks	Building setback is five feet from the side property lines.
Limits of Construction	The proposal includes an expanded convenience store, three service bays, three gasoline pumps, and fuel canopy. All construction will take place within the subject property.
Building Elevations	Building elevations will consist of stucco and concrete masonry materials or stone. No Hardiplank siding will be permitted.
Vehicular Parking	On-site, Off-street parking spaces are provided for this establishment. Require on-site parking spaces for a Commercial Establishment is 1 space per 300 SF. Total parking spaces required is 11 spaces. Proposed PUD Plan shows 18 spaces are provided including one (1) Handicap Space.
Pedestrian Access	Pedestrian access is provided along Broadway and 33rd street via existing sidewalk within the road rights-of-way.
Streets and Circulation	Streets and Circulation for vehicles are via Broadway and 33rd Street. There are existing ingress/egress via both street to the subject tract – two entrances along Broadway and one entrance along 33rd Street. One existing entrance will be closed. Thus, one entrance along Broadway and one entrance along 33rd Street will remain.
Screening and Landscape	Screen and Landscaping is provided along the front, both sides and rear of the subject tract. The landscape coverage provided is 8%. Screening is provided for the trash dumpster.
Environmental protection	Environmental Protection consisting of regulatory requirement for disposing of automobile waste is practiced and currently in compliance with TCEQ requirements. During construction, temporary storm water pollution prevention devices will be installed to ensure compliance with TCEQ NOI filing.
Signage	Signage consisting of existing Exxon pylon sign will be modified to limit the height to 12 ft. Additional Exxon signage on the canopy at gas pump station is provided.
Lighting	Lighting under the canopy will remain. With any lighting modification, site photometric will be provided for review by staff.
Phasing or Scheduling	Phasing and Scheduling will be in accordance with permit drawings.
Unique characteristics or exceptional circumstances	No other requirements are anticipated since this is an existing business. However, the applicant will comply with other requirements as the City Council may deem appropriate.

Criteria for Approval

Per Section 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 of Galveston 2011 Comprehensive Plan and other adopted neighborhood plans, special area plans, redevelopment plans, or other plans applicable to the area;
 - a) The 2011 Comprehensive plan Section LU-2.2 recognizes Broadway as a commercial corridor that serves the needs of residents and visitors. The plan calls for improvements in conditions area wide and on individual properties. The applicant is proposing several modifications which will improve the property: closing one curb cut on Broadway, installing additional landscaping, and reconfiguring the detached sign to be a conforming, monument sign.
2. The proposed zoning is consistent with the future land use map of the City of Galveston 2011 Comprehensive Plan (a future land use map amendment may be processed concurrently with the rezoning);
 - b) The proposed change will not change the base zoning of Commercial (C).
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;
 - c) All water, wastewater and other utilities are existing. The new development would not impact public service or access in this area. No objections were submitted by any City Departments.
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 Regulations including parking and buffering requirements;
 - d) The range of land uses will remain the same if the PUD is approved. The property is 14,549 square-feet, which is large enough to provide for reasonable development. All parking and buffering requirements will be met.
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.
 - e) The site is currently developed and is requesting approval to expand the building footprint. The intensity of the automotive repair and gasoline fueling portions of the use will remain the same, while the convenience store will experience some expansion.

Other Reviews

The Planning Commission reviewed at their regular meeting of September 18, 2018 and recommended approval. The vote was unanimous.

Staff Recommendation

The purpose of the requirement to maintain 200-feet from a residential property is for fire safety and the reduction of noise and fumes onto the residential properties. The subject property is not directly adjacent to residential and is buffered from residential uses by other commercial properties.

It is common for applicants seeking approval of a PUD to propose improvements that raise the proposed development above the minimum requirements. Staff proposed and the applicant agreed to the following:

1. Reconfigure the existing non-conforming detached sign to be a conforming monument sign. This will include reducing the height of the sign to 12 feet; and
2. Closure of the western curb cut on Broadway and installation of additional landscaping.

Staff also asked the applicant to address the site's car storage issues. Currently, the site is often crowded with cars including cars double parked and cars parked in the sidewalk area. The applicant is proposing to increase the number of parking spaces and stripe the fire lane to clarify that no parking is allowed in that area.

The City Council has expressed an interest in improving the sidewalk areas on Broadway with additional landscaping. Recently, staff has worked with the Galveston Island Tree Conservancy to determine appropriate planting standards, including appropriate tree species, and size and soil volume. These standards are listed in conditions three and four below.

Staff is also recommending that the construction of the project begin within six months of the date of approval and be completed no later than 15 months from the date of approval. This is to ensure that the proposed improvements are installed in a timely manner.

Staff is recommending approval of this request with the following conditions:

Specific Conditions:

1. Granting of a PUD zoning district shall not relieve the developer from complying with all other applicable sections of the Land Development Regulations (LDR), and other Codes and Ordinances of the City of Galveston, unless such relief is specified in the approved PUD plan and PUD ordinance. Relief provided by this PUD plan includes:
 - a. To deviate from the limited use standard that requires a minimum distance of 200-feet from any residential use or zoning district;
2. Construction must conform to the site plan and design details included with the PUD application and ordinance, Attachments B and C, and adhere to any modifications as approved by City Council;
3. Along Broadway, the applicant shall plant trees fitting a minimum 30-gallon size "planter/container" and having a minimum height of 10-feet and full shrubs with a minimum 3-foot height. Trees are to be selected from the List of Recommended Tree Species by the Galveston Island Tree Conservancy and must be in compliance with the instructions for planting in the Broadway Boulevard Treatment Plan;
4. All trees will be installed according to the City of Galveston Guidelines for planting in the right of way. Tree lawns of sufficient size and soil volume shall be installed along the Broadway Boulevard sidewalk, to support large tree species (greater than 30-feet tall at maturity), such as Live Oak, Montezuma, Bald Cypress, Cedar Elms

- and Mexican Sycamore and the like. Palms are not substitutes for trees but may be included as decorative additions;
5. The construction of the project shall begin within six months from October 25, 2018, the date of approval, and must be completed no later than 15 months (approximately January of 2020) from the date of approval. If the project has not begun within six months or is not completed within 15 months, the City Council will have discretion to extend the time period if sufficient cause is determined.
 6. An approved Fire Marshal permit shall be required for the renovation of the fuel system;
 7. An approved sign permit shall be required for the proposed modifications to the detached sign;
 8. An approved TXDOT permit may be required for the proposed modifications to the drives on Broadway Boulevard;
 9. The applicant shall obtain necessary permits and comply with all City Codes;

Standard Conditions of a Planned Unit Development (PUD):

10. The applicant shall adhere to all comments/conditions received from City departments;
11. Any change or revisions to the adopted PUD Plan shall require an amendment to the PUD ordinance which requires review by the Planning Commission and City Council. Minor additions and modifications to the approved PUD plan meeting the criteria set forth in Article 4, Section 4.102 (d)(3) of the Land Development Regulations (LDR) may be approved by the Development Services Department;
12. The proposed project must comply with all signage requirements per Article 5 of the Land Development Regulations;
13. The development shall adhere to all landscaping requirements per Article 9 of the Land Development Regulations; and,
14. The applicant shall submit for approval all plans to the Development Services Department for compliance with all City codes.

Respectfully submitted,

Catherine Gorman, Assistant Director, HPO, AICP

Date

**DEVELOPMENT PLAN FOR THE PUD ORDINANCE
FOR
3228 BROADWAY
GALVESTON, TEXAS**

Development Plan

1A. The purpose and intent of the PUD are to allow modification and expansion of existing gas station with convenient store and mechanic bays. Existing facility currently operates with a convenience store and three (3) mechanic bays. The proposed modifications consist of: expanding the convenient store into one mechanic bay and adding a new mechanic bay to maintain three (3) bays as currently exist.

1B. The PUD land uses will remain as gasoline station with convenient store and mechanic bays.

1C. Density is one commercial business unit.

1D. Building Height: Existing building height is approximately 15 feet and the new expansion will match existing building height.

1E. Building Setbacks: Building setback along Broadway Street is 5 feet, 5 feet along the side and 33rd Street, Zero feet along the rear.

1F. Limits of Construction to be within the subject property line.

1G. Building Elevation will consist of stucco and concrete masonry materials or stone. No Hardiplank nor siding will be permitted.

1H. On-site, Off-street parking spaces are provided for this establishment. Require on-site parking spaces for a Commercial Establishment is 1 space per 300 SF. Total parking spaces required is 10 spaces. Proposed PUD Plan shows 17 spaces are provided including one (1) Handicap Space.

1I. Pedestrian access is provided along Broadway and 33rd street via existing sidewalk within the road rights-of-way.

1J. Streets and Circulation for vehicles are via Broadway and 33rd Street. There are existing ingress/egress via both street to the subject tract – 2 entrances along Broadway and one entrance along 33rd Street. One existing entrance will be closed. Thus, One (1) entrance along Broadway and one (1) entrance along 33rd Street will remain.

1K. Screen and Landscaping is provided along the front, both sides and rear of the subject tract. The landscape coverage provided is 8%. Screening is provided for the trash dumpster.

1L. Environmental Protection consisting of regulatory requirement for disposing of automobile waste is practiced and currently in compliance with TCEQ requirements. During construction, temporary storm water pollution prevention devices will be installed to ensure compliance with TCEQ NOI filing.

1M. Signage consisting of existing Exxon pylon sign will be modified to limit the height to 12 ft. Additional Exxon signage on the canopy at gas pump station is provided.

1N. Lighting under the canopy will remain. With any lighting modification, site photometric will be provided.

1O. Phasing and Scheduling will be in accordance with permit drawings.

1P. No other requirements are anticipated since this is an existing business. However, the applicant will comply with other requirements as the City Council may deem appropriate.

2. Deviation from Applicable Code Requirements

The requested deviation is from Section 2.306 (A)(4): Minimum Distance from Residential. The use shall be located a minimum of 200 feet from any residential use or residential zoning district boundary, measured as a radius from the property lines of the limited use.

3. Revision to the adopted PUD Plan

Future revisions to the proposed PUD , if approved and adopted, will require an amendment to the PUD ordinance.

4.PUD Infrastructure Standards

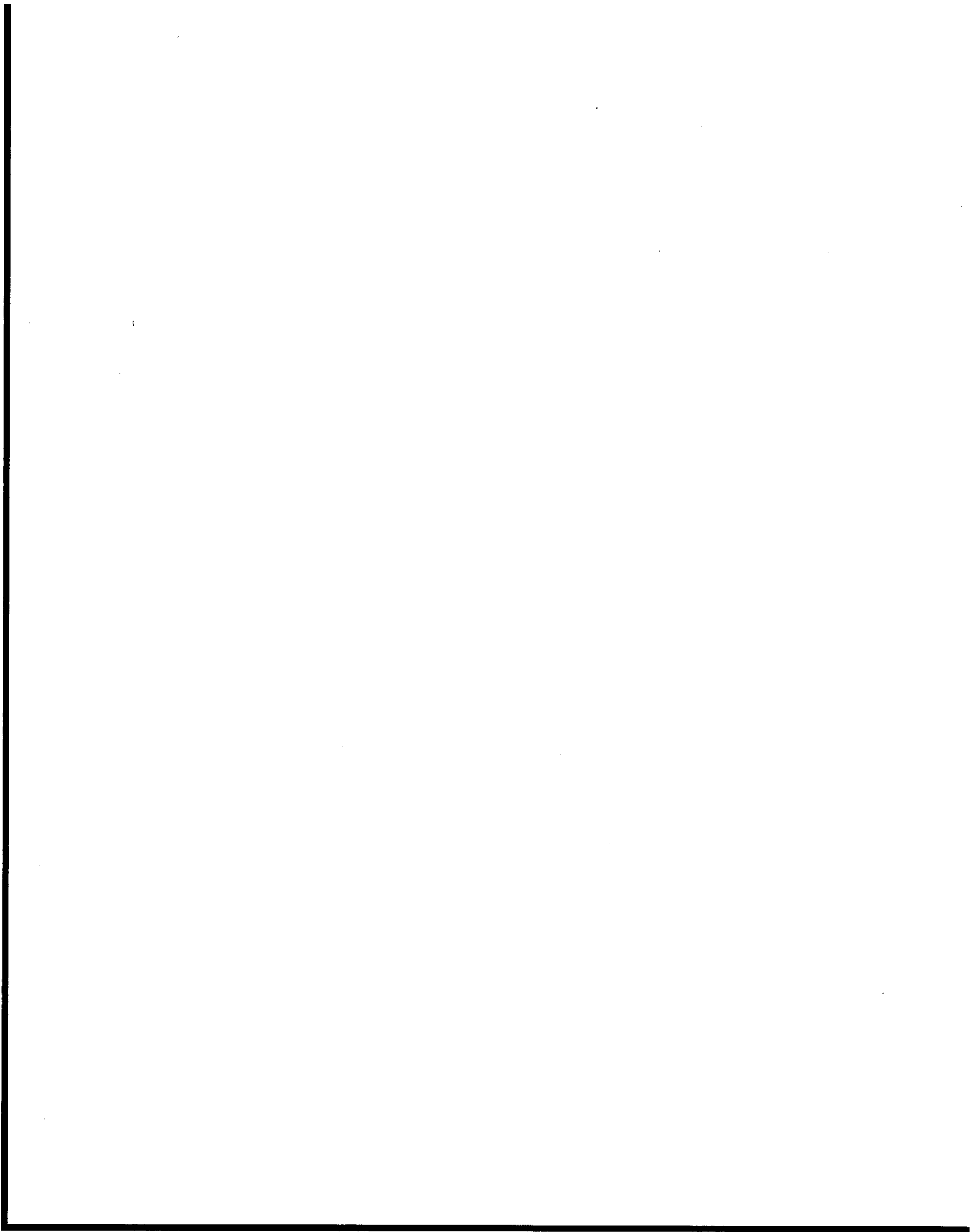
4A. Streets and Sidewalks within this PUD to be public.

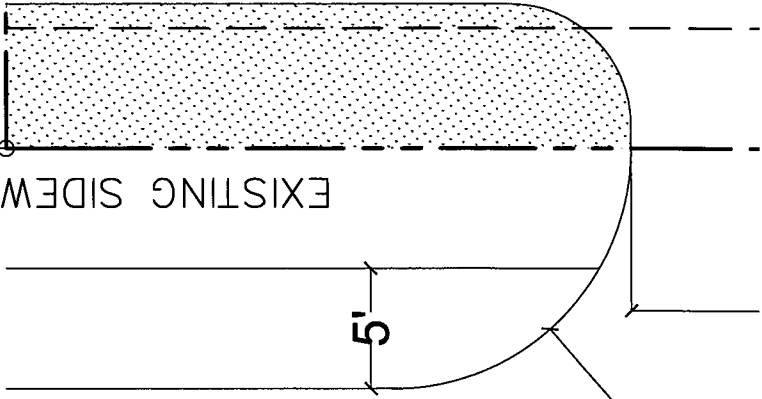
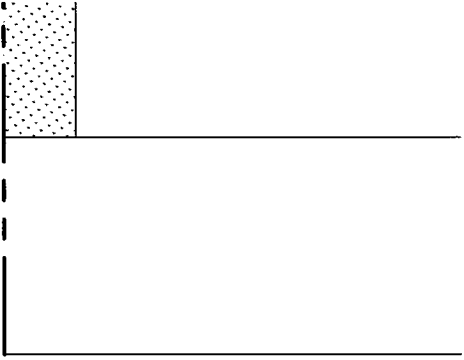
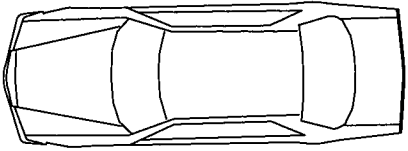
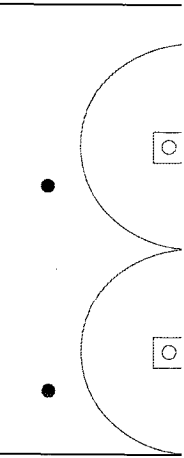
4B. Utilities consisting of water and sanitary sewer on-site, outside the road rights-of-way shall be privately owned and maintained by the PUD owner or owner's association.

4C. Easements for private utilities shall have minimum of 16 feet in width unless a narrower width is approved by the utility company.

4D. PUD Garbage Collection: The city manager shall have the right to refuse service because of the impossibility or impracticability for any premise with the City.

4E. PUD Common Area and Facilities: Since the subject site is a commercial establishment, a residential subdivision requirements are not applicable.



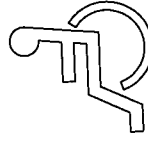
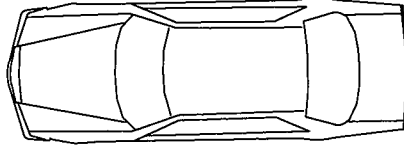
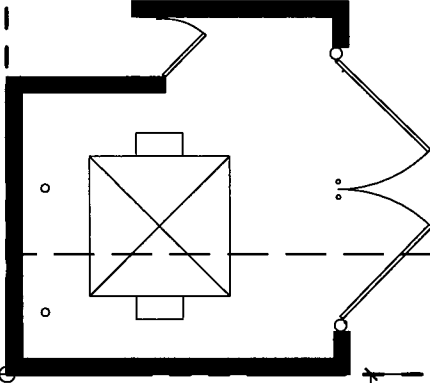
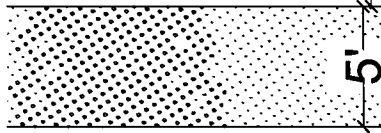


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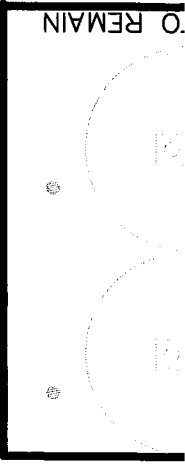
EXISTING SIDEWALK

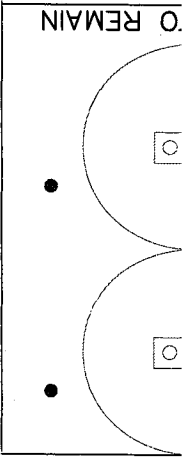
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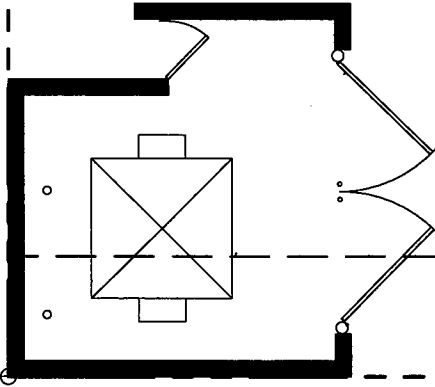
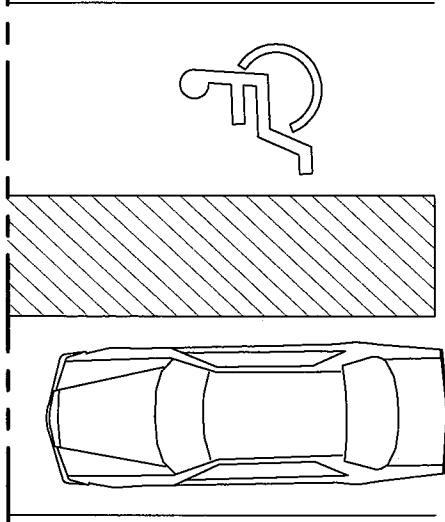
3 PARKING SPACES

R10'

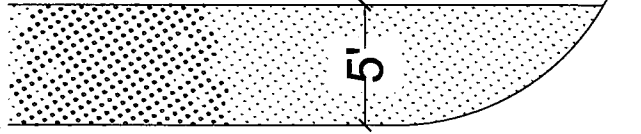




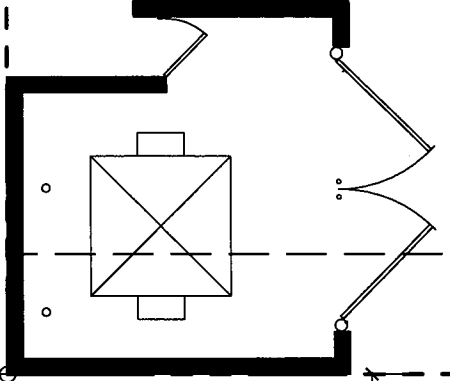
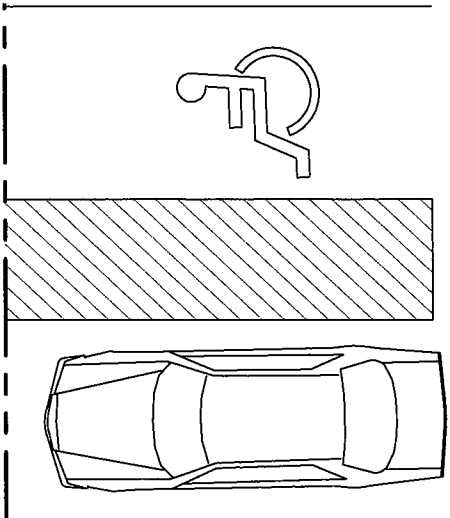
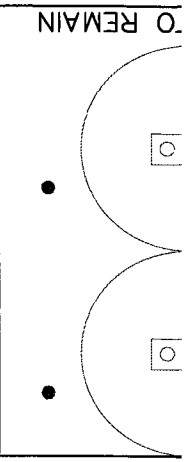
3 PARKING SPACES



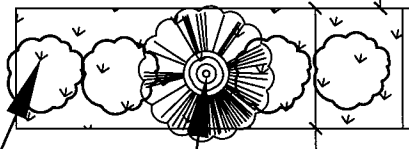
EXISTING SIDEWALK



ZONIF



5' EXISTING SIDEWALK



WL-4

CM-1

5'

R10'

ZONING

SEC.2.307 AUTO SERVICE/FUELING OR CHARGING STATION

A. Limited Use Standards.

1. **Truck Access.** The use shall be located so associated truck traffic can access a collector, arterial, or highway without traveling on a public rights-of-way adjacent to any residential property, school, public park, or recreational area or facility.
2. **Minimum Distance from Residential.** The use shall be located a minimum of 200 feet from any residential use or residential zoning district boundary, measured as a radius from the property lines of the limited use.
3. **Charging Station Near Residential.** The use may not be located within 200 feet of the property line of a residential use or a residential zoning district boundary.
4. **Auto Service Orientation of Service Bays.** Vehicle service bays shall be oriented away from any adjacent residential use or residential zoning district boundary.
5. **Design of Use near Residential.** The use shall be conducted within a fully enclosed building so as not to be visible from the adjacent residential use or residential zoning district, although activities may be conducted in partially enclosed or open areas elsewhere on the site.
6. **Screening.**
 - a. **Residential Screening:** When the site is located adjacent to a residential use or residential 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 four feet in width that provides a year-round visual barrier and positioned directly adjacent to the adjoining property. A solid masonry or concrete wall or a wood fence having a minimum height of five feet shall be installed immediately behind the landscaping strip.
 - b. **Outdoor Vehicle Service and Storage Areas:** Any outdoor areas used for vehicle service activity or temporary storage of vehicles undergoing service shall be screened so as not to be visible from abutting public street right-of-ways.

TENTATIVE AGREEMENT

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF GALVESTON, TEXAS

AND

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 571**

Effective October 1, 20196 through September 30, 202319

Executed: 8/5/2016TBD

Ratified by:

City: 7/26/2016TBD

Union: 8/5/2016TBD

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ARTICLE 1 PURPOSE OF AGREEMENT

It is the intent and purpose of this Agreement, entered into by and between the **CITY OF GALVESTON, TEXAS**, hereinafter referred to as **CITY** and **LOCAL 571, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**, hereinafter referred to as **UNION**, to achieve and maintain harmonious relations between the parties hereto and to provide for more effective productive service in the public interest.

ARTICLE 2 RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for all Fire Department employees as required by the **Texas Local Government Code**, Chapter 174, "Texas Fire and Police Employee Relations Act" (formerly Tex. Civ. Stat. Art. 5154c-1), and will deal exclusively with the Union on all matters subject to bargaining. No portion of this Agreement shall be applicable to, and the Union will not seek to represent, any employees outside the bargaining unit as required by **Texas Local Government Code, Chapter 174**.

The Union recognizes the City Manager, or designee, as the sole and exclusive bargaining representative of the City and will deal exclusively with such person on matters subject to bargaining.

ARTICLE 3 AUTHORITY AND TERM

1. Whenever wages, rates of pay, or any other matters requiring appropriation of monies by the City are included as a matter of collective bargaining, it shall be the obligation of the Union to serve written notice of the request for collective bargaining on the City at least one hundred twenty (120) days prior to the conclusion of the City's fiscal year.
2. It shall be the obligation of the parties to meet at a reasonable time and confer in good faith, preferably within ten (10) City Hall recognized work days after receipt of written notice from the Union, for purposes of collective bargaining. Such meeting shall be for the purposes of setting dates and procedures for negotiations and shall not be considered a collective bargaining session for purposes of any applicable statutory dates or deadlines.
3. This Agreement shall be effective from October 1, ~~2016-2019~~ until September 30, ~~2020~~~~19~~~~22~~~~3~~.
4. In the event the parties fail to reach a new agreement, this Agreement shall continue in full force and effect until September 30, 202~~4~~~~3~~~~0~~.

ARTICLE 4 MANAGEMENT RIGHTS

It is understood that the management and direction of the working force is vested exclusively in the City as the Employer, except as specifically and unequivocally abridged, delegated, granted or modified by the specific guarantees of this Agreement or as may be limited by the laws of the State of Texas and in accordance with the provisions of the Texas Local Government Code Chapter 143, et seq., as amended. The City retains the right to hire, demote, suspend, discharge, retire, lay off, promote, assign or transfer employees, to increase or decrease the work force, to determine the number and size of the work shifts, to grant paid and unpaid leaves of absence. The City has the right to determine the number of and assign employees to jobs, to determine the hours of work, to make and enforce work rules for the purposes of efficiency, safe practices, or discipline; to establish performance standards and to review employees under these standards. The City has the right to determine the equipment to be used; to make technological changes; to select employees for and require overtime; to establish, modify and enforce rules and regulations.

The rights and powers of management mentioned in this section do not list all such powers, and the rights listed, together with all other rights, powers, and prerogatives the City had prior to the signing of this Agreement, not specifically ceded in this Agreement, remain vested exclusively in the City. No arbitrator has the power to amend or limit management rights as outlined above. The fact that the Union or City has acquiesced to a pattern of activity will not serve to nullify the management's rights to this Article, except as modified by the provisions of this Agreement.

ARTICLE 5 MAINTENANCE OF STANDARDS

Except as otherwise limited by other provision of this Agreement, all negotiable matters, such as economic benefits, currently in effect with respect to the members of the Galveston Firefighters will not be changed for the duration hereof unless by mutual consent.

It is understood that "other provisions" of this Agreement shall include all articles contained within this Agreement including management rights.

ARTICLE 6 APPEALS AND GRIEVANCE PROCEDURE

1. All appeals of employees' disciplinary matters, including reprimands, suspensions, demotions, promotions, and promotional passovers, and/or terminations, and appeals of all other types heretofore heard by the Civil Service Commission shall continue to be heard by the Civil Service Commission and with all rights of appeals as provided in the Texas Local Government Code, Chapter 143, et seq. as amended; however, an employee may also appeal a disciplinary action to a Hearing Examiner in accordance with Section 143.057 of the Texas Local Government Code.
2. For alleged violation of the contract, only the contract grievance procedure will be followed to resolve said violation.
3. The Union President or designee may report an impending grievance to the Fire Chief in an effort to prevent or forestall its occurrence.
4. Grievance Procedure: Within ten (10) work days (work days are Monday through Friday excluding City recognized holidays) of the facts giving rise to an alleged grievance the Union or any member of the bargaining unit may file with the City a grievance under the provisions of this Agreement. The grievance must be reduced to writing and state the Articles and/or sections of the contract allegedly violated and the remedy or resolution sought and must be signed by the aggrieved party or, in case of the Union, by the local President or the Grievance Committee Chairman. Following are the steps the parties shall follow in filing grievances:

Step 1. The employee shall submit the grievance to the Union Grievance Committee within ~~seven-ten~~ (710) work days of the facts giving rise to the alleged grievance. The Union Grievance Committee shall within three (3) work days submit notice of receipt of the written grievance to the Fire Chief. The Union Grievance Committee shall determine in its sole discretion if a grievance exists. If the Union Grievance Committee finds that a grievance does not exist, it shall notify the Fire Chief that no further proceedings will be necessary. If the Union Grievance Committee believes further processing of the grievance is warranted, it shall file a written appeal to the Fire Chief within ten (10) work days after the receipt of the written grievance.

Step 2. The Fire Chief shall submit the Chief's answer in writing to the employee involved and to the Union within ten (10) work days after receiving the written grievance from the Union Grievance Committee.

Step 3. If the grievance remains unresolved after Step 2, the Union shall deliver the grievance to the office of the City Manager, or the City Manager's designee, not later than five (5) workdays after receiving the Fire Chief's answer. The City Manager shall submit a written answer to the employee involved and the Union within ten (10) work days after receiving the written grievance from the Union Grievance Committee.

Step 4. If the grievance remains unresolved, it may be submitted to arbitration if a written notice of intent to arbitrate the matter is received by the City Manager, or designee, within five (5) workdays after the Step 3 answer. A list of seven (7) names of National Academy of Arbitrators' members will be requested from the Federal Mediation and Conciliation Service or the American Arbitration Association if the parties cannot mutually agree to an arbitrator within five (5) work days after the receipt of the letter of intent to arbitrate. Within ten (10) work days of receipt of the list of arbitrators the parties shall meet to alternately strike names until one arbitrator remains who shall be the person deciding the case.

If arbitration is chosen, the arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the specific provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the specific issues submitted by the parties and shall have no authority to make a decision on any other issue not submitted. The arbitrator shall be without authority to make a decision contrary to or inconsistent with, or modifying, or varying in any way, the application of laws and rules and regulations having the force and effect of law. Except in cases of alleged payroll errors, no grievance award shall be retroactive more than seven (7) work days beyond the date on which the grievance was presented in writing. The parties shall share the fees and expenses of the arbitrator equally.

Improperly filed grievances, complaints which do not meet the definition of a grievance, matters which would involve a change of any of the terms and conditions of this Agreement, including management rights, the City Charter, ordinances and other state and federal statutes are not subject to the grievance procedure. Both parties recognize the mutual obligation to review, interpret and apply this contract objectively and in good faith, and agree to implement this article accordingly, rather than engaging in an inevitably adversarial process during its term.

Failure of the Union or the employee filing the grievance to comply with time limits set forth above will serve to declare the grievance settled and no further action may be taken. Failure of the City to respond within the time limits shall constitute a denial of the grievance and the employee or Union may proceed to the next step. The parties may mutually agree to extend time limits called for in this article.

ARTICLE 7 RULES AND REGULATIONS

It is agreed that the current Fire Department Rules and Regulations are in effect and, when in conflict with the 1948 Civil Service Commission's Rules and Regulations as they currently exist or as shall be amended, shall prevail over the 1948 Civil Service Commission's Rules and Regulations on items relating to the rules and operations of the Fire Department.

The Fire Chief shall have the right to add to, delete from, or change the Fire Department Rules and Regulations.

ARTICLE 8 VACATION

Definitions.

Seniority: as used in this item 7, shall mean the number of years of service with the Galveston Fire Department

1. If seniority is tied, the highest entrance exam score shall prevail.
2. In the event scores from entrance exams are not available, selection will be based on the State Certification scores.

Scheduled Vacation: Shall be defined as any vacation request that has been submitted to the requestor's Battalion Chief, in writing, at least one shift prior to the shift being requested off.

Unscheduled Vacation: Shall be defined as any vacation request granted above the maximum of five (5) on scheduled vacation and not prior to the shift beginning.

Emergency: shall mean a potential hurricane or a state of emergency or local disaster as declared by the Mayor, City Manager, or other City, State, or Federal official as required by applicable law.

1. Vacation accrual:

A. Vacation earned and holidays granted will be added and the result posted on the first paycheck of each month at the following rates less than 10 years' service at 25 hours per month, 10 – 19 years' service at 30 hours per month, and 20 years plus at 35 hours per month.

B. Vacation and holiday time used will be subtracted and the result posted on the affected paycheck.

C. Vacation and holiday accrual will be limited to a total of 50 days for employees with less than 10 years, 60 days for employees between 10 – 19 years, and employees with 20 years or greater a total 70 days. Any vacation time over the limit shall be lost on and not before January 1st of every year.

D. No vacation will be allowed to be used prior to a probationary firefighter's anniversary date; exceptions will be subject to the Fire Chief's approval, or designees. Such designee shall be limited to the rank of Battalion Chief on shift.

~~However, time accrued by probationary firefighters shall be represented in the time tracking software adopted by the City (i.e. Kronos).~~

E. The City may buy vacation from a Firefighter, by mutual agreement. Such option shall be available equally to all bargaining unit members.

2. Usage of Vacation time

~~2.~~

A. The maximum number of suppression personnel to be off on scheduled vacation during any time shall be five (5) per shift. This time must be taken from 0630-1830; 1830-0630; or 0630-0630.

B. Unscheduled vacation slots shall be granted above the maximum of five (5) on vacation, if manpower is available and no overtime is incurred. This time may be requested at any point during the shift. The employee shall be able to return to duty at 1830 regardless of when the time was granted.

C. Vacation requests shall be acted upon as soon as they are submitted, so that each request can be filled in a timely manner. Once filled and approved, it shall not be rescinded, except by mutual agreement.

D. In the event of an emergency, the Fire Chief may cancel both scheduled and unscheduled vacation.

E. Scheduled Vacation may be canceled by the employee prior 0615 the day of the employee's shift.

3. Vacation List

~~3.~~

A. ~~A.~~ The Battalion Chief of each shift shall compile a seniority list by October 1st of each year.

B. Each employee shall indicate their vacation choices by October 15th of each year.

a. Splitting of vacation choices will be allowed under the following conditions

b. If the first choice of vacation is during the months of June, July, or August, only five consecutive shifts may be taken.

c. After the first choice has been expended, the second choice, also by seniority, shall be available for all open months, and thereafter the third choice and so on.

d. During the initial scheduling period and after the third choice is complete, any employee that still has time left of their yearly allocated vacation shall be allowed to fill any open slots by seniority, prior the Battalion Chief turning in the vacation list.~~During the initial scheduling period only the amount of time accrual yearly will be allowed to be scheduled.~~

The first choice may be an entire month during January through May or September through December only.

C. A tentative vacation list shall be compiled by seniority, posted, and maintained by

the Battalion Chief for each shift by November 15th for the following year.

D. All available Scheduled Vacation for the following year will be open to the membership on December 1st.

4. In the event of a transfer:

- A. the employee involved will, whenever possible as determined by the Fire Chief, retain the employee's original vacation.
- B. Battalion Chiefs shall post in all stations, within 24-hours of the vacancy, vacancies that occur on city recognized holidays. The Battalion Chiefs shall fill such vacancies by seniority within 10 calendar days. Day one shall be the first day following the day of posting.

~~1. No vacations will be allowed before anniversary date; exceptions will be subject to the Fire Chief's approval, or designees. Such designee shall be limited to the rank of Battalion Chief on shift.~~

~~2. Vacation time that is accrued by probationary firefighters shall have it represented on each of their paychecks. The probationary firefighter will be prohibited from using any vacation before their anniversary date.~~

~~23. The Battalion Chief of each shift shall compile a seniority list by October 1st of each year.~~

~~34. Every person shall be prepared to indicate their vacation choices by October 15th of each year.~~

~~45. A tentative vacation list shall be compiled, and maintained and posted by the Battalion Chief, for each shift by November 15th of each year.~~

~~6. All available vacation for the upcoming year shall become open to the membership on December 1st of each year, based on seniority.~~

~~57. The vacation list shall be compiled in the following manner:~~

~~A. Seniority. "Seniority" as used in this item 7, shall mean the number of years of service with the Galveston Fire Department.~~

~~B. In the event of a tie based on seniority the selection will be made as follows:~~

~~(1) The highest score on the test given at the end of the Galveston Fire Academy.~~

~~(21) If seniority and the Galveston Fire Academy scores are tied, the The highest entrance exam score shall prevail.~~

~~(32) In the event scores from the Galveston Fire Academy or the entrance exams are not available, selection will be based on the State Certification scores.~~

~~8.6. Splitting of vacations shall be allowed under the following conditions:~~

~~A. If the first choice of vacation is during the months of June, July, or August, only five consecutive shifts may be taken.~~

~~_____~~
~~_____~~

~~B. After the first choice has been expended, the second choice, also by seniority, shall be available for all open months, and thereafter the third choice, if applicable. During the initial scheduling period and after the third choice is complete, any employee that still has time left of their yearly allocated vacation shall be allowed to fill any open slots by seniority, prior the Battalion Chief turning in the vacation list.~~

~~C. The first choice may be an entire month during January through May or September through December only.~~

~~9.~~

~~_____9.~~

~~The maximum number of suppression personnel to be off on scheduled vacation during any time shall be five (5) per shift. Scheduled vacation shall be defined as any vacation request~~

~~_____that has been submitted to the requestor's perspective Battalion Chief, in writing, at least one shift prior to the shift being requested off, regardless of staffing. Unscheduled vacation~~

~~_____slots will be granted above the maximum of five (5) on vacation, if manpower is available and no overtime is incurred. Unscheduled vacation shall be defined as any vacation request~~

~~_____granted above the maximum of five (5) on scheduled vacation. Unscheduled vacation slots~~

~~_____shall not be granted prior to the morning of the shift requested and only if manpower is 7. _____ available and no overtime is incurred.~~

~~It is further agreed that vacation requests will be acted upon as soon as they are submitted, so that each request can be filled in a timely manner. Once filled and approved, it shall not be rescinded, except by mutual agreement.~~

~~108. In the event of a transfer:~~

~~A. the employee involved will, whenever possible as determined by the Fire Chief, retain the employee's original vacation.~~

~~B. Battalion Chiefs shall post in all stations, within 24 hours of the vacancy, vacancies that occur on city recognized holidays. The Battalion Chiefs shall fill such vacancies by seniority within 10 calendar days. Day one shall be the first day following the day of posting.~~

~~119. In the event of an emergency, the Fire Chief may cancel vacation leave. As used in this section 9, "emergency" shall mean a potential hurricane or a state of emergency or local disaster as declared by the Mayor, City Manager, or other City, State, or Federal official as required by applicable law.~~

~~1210. The City may buy vacation from a Firefighter, by mutual agreement. Such option shall be available equally to all bargaining unit members.~~

~~131. Vacation accrual:~~

~~A. Vacation earned and holidays granted will be added and the result posted on the first paycheck of each month at the following rates less than 10 years' service at 25 hours per month, 10—19 years' service at 30 hours per month, and 20 years plus at 35 hours per month.~~

~~B. Vacation and holiday time used will be subtracted and the result posted on the affected paycheck.~~

~~C. Vacation and holiday accrual will be limited to a total of 50 days for employees with less than 10 years, 60 days for employees between 10—19 years, and employees with 20 years or greater a total 70 days. Any vacation time over the limit shall be lost on and not before January 1st of every year.~~

ARTICLE 9 SICK LEAVE

Section 1. **Definitions.**

~~A. For the purpose of this article, the following definitions shall be used:~~

~~1. **Physician's statement** shall mean a note issued by a medical facility that operates under a licensed physician in support of the illness or injury which states that he or she has examined the employee and that the employee was unable to work due to illness.~~

~~2. **Immediate Family Member** shall mean an individual's parent(s), spouse, sibling(s) or children.~~

~~3. **Patterns** that will be tracked are as follows:~~

~~a. Three (3) like days of the week (ex: 3 Mondays, 3 Tuesdays...etc.)~~

b. ~~Two (2) days, that follow the day before a City holiday, the day after a City holiday and the actual City holiday (ex: December 26th or December 31st)~~

c. ~~Two (2) days of sick leave used prior to or after scheduled vacations~~

4. ~~For the purpose of the twelve-month reference regarding being absent for 120 hours, that period will run for a rolling 12-month period (ex: Sick leave taken in March 1, 2016, will stay on record as counting toward the twelve-month total of 120 hours until March 1, 2017.~~

~~Section 2. Sick leave can only be used for an illness or injury of an employee or immediate family member that precludes the employee from working. Employees shall not abuse their sick leave, including exhibiting patterns as described in section 1.~~

~~Section 3. Employees that are absent more than one hundred and twenty (120) hours in a twelve (12) month time period shall be required to submit a physician's statement confirming the employee's inability to work during the period of the absence along with the anticipated date of return to work. The employee shall be subject to the progressive disciplinary process if found to be in violation of any section of this article.~~

~~The City and the Union agree that the City of Galveston Sick Leave Policy in the adopted Personnel Policies and Procedures (herein after referred to as "City Handbook"), shall apply to all bargaining unit employees unless otherwise specified in the sections below. Leave accruals and permitted use as set forth by the statute for bargaining employees shall remain in effect.~~

Section 24. Employees that do not use sick leave throughout an entire six (6) month period shall be allowed to convert 24 hours of sick leave to vacation leave upon proper written request to the Fire Chief. Employees that do not use any sick time for an additional six (6) month period in a consecutive twelve (12) month period, shall be allowed to convert an additional 48 hours of sick leave to vacation leave upon proper written request to the Fire Chief.

Section 35. Separation sick pay.

A. Firefighters shall be compensated for unused sick pay upon leaving the City based on a twelve (12) hour day up to 90 days or 1,080 hours.

B. Fire Marshal and Assistant Fire Marshal shall be compensated for unused sick pay upon leaving the City based on an eight (8) hour day up to 90 days or 720 hours.

B.

Section 4. Employees that are absent more than one-hundred and twenty (120) hours in a twelve (12) month time period shall be required to submit a physician's statement confirming the employee's inability to work during the period of the absence along with the anticipated date of return to work. The employee shall be subject to the progressive disciplinary process if found to be in violation of any section of this article.

Section 5. Suppression personnel shall be required to use sick leave in twelve (12) hour increments.

€. Section 6. Section five (5) B and K of the City Handbook (Chapter 24) shall not be applicable to Suppression personnel.

ARTICLE 10 ACTING POSITIONS

~~Section 1.~~ Section 1. A. ~~A~~—Selection of Personnel. Pursuant to the provision of this article, the _department head or designee may designate a person from the next lower classification to temporarily fill a position in a higher classification. The designated person shall be entitled to the base salary of the higher classification plus the person's own longevity pay, incentive pay, or any other benefits entitled him during the time the person performs the duties.

B. —————B.No employee shall be allowed to act in a higher capacity in the Fire Department until the employee meets the requirements for promotion to the higher position as per state statute (Texas Local Government Code, Chapter 143.038SEC.143.038). The Fire Chief or designee may deviate from this criteria whenever it is deemed necessary due to lack of on duty personnel with the credentials required per this article.

Section 2. Selection Process for all Classifications. Effective upon the latest promotion exams for each classification, eligibility lists shall be formulated and remain in existence at all times.

±
A. Eligibility List: When an eligibility list exists for any rank, Only those persons with passing grades on the promotional exam for their respective classification shall be placed on the list. For the purpose of this article, a passing grade shall be a minimum grade of Seventy (70) points. This list shall be used to fill a temporary vacancy ~~vacancies~~ and shall have priority

over any other list. Selection of personnel from this list shall be made in accordance with the person's score. If a vacancy shall occur, the person on the top of the eligibility list on that shift shall fill that vacancy.

~~B.~~ B.—All other vacancies shall be filled with employees within the station that said vacancy occurred. If no one from within that station is eligible to act, the Battalion Chief shall fill the vacancy at the Battalion Chief's discretion.

C.—If a vacancy causes the number of certified ARFF personnel to fall below the minimum requirements to staff Engine 4, the Battalion Chief may deviate from the order of the Captain's eligibility list to select an employee who is ARFF certified to fill this vacancy. If there is not a member on the eligibility list who is ARFF certified to fill the vacant position, the Battalion Chief may deviate from the standing eligibility list and select an employee who is not on the eligibility list to fill the vacant position.

~~C.~~—~~No employee shall be allowed to act in a higher capacity in the Fire Department until the employee meets the requirements for promotion to the higher position as per state statute. The Fire Chief or designee may deviate from this criteria whenever, it is deemed necessary due to lack of on duty personnel with the credentials required per this article. When a person is designated to fill a higher position due to a vacancy, such person shall complete the assignment, except as otherwise outlined in Section 3 of this Article.~~

~~D.~~—~~Once the eligibility list has been exhausted, and no one from within that station is eligible to act, the Battalion Chief shall fill the vacancy at the Battalion Chief's discretion.~~

~~Section 3.~~ Pre or Long Term Assignments. Pre-assignments shall be made for the following types of leave:

- | | |
|-----------------------------------|-----------------------------|
| 1. <u>Vacation</u> | 5. <u>Military</u> |
| 2. <u>Holiday</u> | 6. <u>Injury</u> |
| 3. <u>Temporary assigned duty</u> | 7. <u>Long Term Vacancy</u> |
| 4. <u>Extended Leave</u> | |

~~For the purpose of this article, an extended leave shall exist if the person is absent in excess of five (5) shifts, excluding holidays and vacation. If a person is assigned to an Acting Position and it becomes a long term assignment, that person shall continue with that assignment for five (5) shifts, after which time the person at the top of the eligibility list on that shift shall fill such a vacancy.~~

The Battalion Chief shall make pre-assignments by the previous shift of the date the vacancy is to occur.

In the event that a pre-assigned to a position is absent on the first day of the assignment, the employee shall lose the assignment and the next eligible employee shall fill the position.

~~Section 4.~~ The City shall not be required to compensate bargaining unit employees for mileage traveled between fire stations.

Section ~~35.~~ The Fire Chief or Battalion Chief may forego these ~~procedures, but~~ procedures but must submit the reason in writing to those persons involved; however, such reasons shall not be arbitrary or capricious.

Section ~~64.~~ Working Out of Classification.

Any employee covered by this Agreement who is temporarily assigned for four (4) hours or more by the Fire Chief, Battalion Chief, or their designee to a position or rank above that of which the employee normally holds, the employee shall be paid the minimum rate of pay applicable to such higher position of rank during such period.

ARTICLE 11 STRIKES AND LOCKOUTS

The Union may not participate in a strike during the term of this contract nor may the City lock out employees. For the purpose of this Agreement, a "strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted absence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with the City for the purpose of inducing , influencing, condoning or coercing any change in terms and conditions of employment or the rights, privileges, or obligations of public employment, or participating in a deliberate and concerted course of conduct which adversely affects the services of the City, or the concerted participation in a sympathetic strike and picketing in furtherance of the work stoppage.

In the event of a strike, the President of the Union shall within twenty-four (24) hours publicly disavow such strike or work stoppage and request the employees to return to work in an attempt to bring about prompt resumption of normal operations. Such request shall be made in writing with a copy of such written request supplied to the City. The Union shall notify the City within twenty-four (24) hours after the commencement of such interruption as to the measures taken to comply with the provisions of this article.

It is recognized by the parties that activities enumerated above are contrary to the ideals of professionalism and to the fire department's community responsibility and that any violation of this article would give rise to irreparable damage to the City and to the public at large.

Accordingly, it is understood and agreed that in the event of any violation of this article, the City shall be entitled to seek and obtain legal and/or equitable relief, including legal fees, in any court of competent jurisdiction.

Any employee, who participates in or promotes a strike, as defined in this article, may be discharged or otherwise disciplined by the City or the department.

ARTICLE 12 JOB ASSIGNMENTS

Effective on the signing of this Agreement, employee's job requirements and descriptions shall be consistent with the City of Galveston Fire Department's Rules and Regulations manual, but may be altered, changed or modified by the City Manager.

The Fire Department shall provide basic EMT training either through on duty instruction, or at the discretion of the Fire Chief, granted paid time off, to all employees who wish to become certified. It is understood that the Fire Department co-coordinator/instructor will coordinate with hospitals and ambulance units for employees to participate in mandatory clinical rotations at hospitals or on ambulance units. However, these activities must be accomplished during off duty time. The Fire Department shall provide EMT's with the continuing education training that is necessary to maintain test eligible status for purposes of re-certification.

It is understood that EMT is a minimum status and that EMT-I and/or EMT-P are advanced certifications and require considerably more continuing education hours. Consequently, if an employee currently holds or should an employee obtain an EMT-I or EMT-P certification status the Fire Department shall make available, either through on duty instruction or granted time off to attend necessary training programs, the opportunity to accumulate the required number of continuing education hours to maintain test eligible status for purposes of re-certification.

A minimum pool of 21 ARFF Certified Personnel shall be maintained.

It shall be the responsibility of the Fire Department to provide the training necessary both initially and recurrently, to [insureensure](#) that the employee has the opportunity to maintain the employee's current ARFF status.

It is agreed that if any changes in job requirements or descriptions are made, such changes shall be related to the Fire Department operations.

ARTICLE 13 PLACEMENT OF PERSONNEL

All transfers within the department will be implemented by the Fire Chief on the basis of seniority in rank unless there are overriding department needs or individual qualifications. Transfers given or denied for reasons other than seniority shall be reduced to writing. The Fire Chief shall cause to be posted and maintain a list of vacated positions for a period of at least ten (10) days. Vacated positions may be temporarily filled for such periods. Applications for vacated positions shall be submitted in writing to the Fire Chief.

ARTICLE 14 WAGES

Section 1. The following shall be the four (4) classifications and the eight (8) pay grades of the Galveston Fire Department unless modified by the Civil Service Commission.

Classification 1:

Firefighter I: ~~_____~~ Firefighters with one (1) through four (4) years' service as a firefighter in the Galveston Fire Department.
Firefighter II: Firefighters with five (5) or more years' service in the Galveston Fire Department.

Classification 2:

~~Driver-Engineer~~ I: ~~Drivers-Engineers~~ with less than five (5) years' service as a ~~driven engineer~~ in the Galveston Fire Department.
~~Driver-Engineer~~ II: ~~Engineers Drivers~~ with five (5) or more years' service as an ~~engineer~~ ~~driver~~ in the Galveston Fire Department.

Classification 3:

Captain I: Captains with less than five (5) years' service as a Captain in the Galveston Fire Department.
Captain II: Captains with five (5) or more years of service as captain in the Galveston Fire Department.

Classification 4:

Battalion Chief I: Battalion Chiefs with less than five (5) years' service as a Battalion Chief in the Galveston Fire Department.
Battalion Chief II: Battalion Chiefs with five (5) years or more service as Battalion Chiefs in the Galveston Fire Department.

Section 2. During the term of this agreement, those employees meeting the requirement as defined in sections 1 of this article shall automatically receive the wages applicable to the pay grade in their respective classification. The City shall pay the following salaries effective October 1, 2019 ~~through and September 30, 2020~~ ~~10/1/2020~~ ~~10/1/2021~~ as indicated. Negotiations will commence prior to FY 2021-2022 to discuss and establish a pay scale for the final two years of this agreement. Bargaining for FY 2021-2022 will be limited Article 14 of this agreement.

It is agreed that an additional Two Hundred and fifty Dollars (\$250.00) shall be added to the base salary for the position of Assistant Chief for vehicle expenses.

Section 3. ~~The monthly~~ Suppression Personnel wages are as follows:

Pay Grade	Classification	2019-2020 Base Pay	2020-2021 Base Pay	2021-2022 Reopen-Pay TBD	2022-2023 Base Pay TBD
	Based on 112 hours (2912 annually)				
6113	Trainee	\$ 45,253.04	\$ 48,941.79		
	(12 months)	\$ 3,771.09	\$ 4,078.48		
		\$ 1,740.50	\$ 1,882.38		
		\$ 15.54	\$ 16.81		
6114	Firefighter I	\$ 53,318.12	\$ 55,632.63		
	(Over 1 year)	\$ 4,443.18	\$ 4,636.05		
		\$ 2,050.70	\$ 2,139.72		
		\$ 18.31	\$ 19.10		
6115	Firefighter II	\$ 57,809.61	\$ 60,033.05		
	(Over 5 years)	\$ 4,817.47	\$ 5,002.75		
		\$ 2,223.45	\$ 2,308.96		
		\$ 19.85	\$ 20.62		

salary to be:

**Proposed Monthly Salary
Suppression Personnel Only**

6120	Engineer I	\$ 62,691.89	\$ 64,792.44		
		\$ 5,224.32	\$ 5,399.37		
		\$ 2,411.23	\$ 2,492.02		
		\$ 21.53	\$ 22.25		
6121	Engineer II	\$ 67,983.00	\$ 69,929.69		
	(over 5 years)	\$ 5,665.25	\$ 5,827.47		
		\$ 2,614.73	\$ 2,689.60		
		\$ 23.35	\$ 24.01		
6130	Captain I	\$ 73,738.56	\$ 75,489.28		
		\$ 6,144.88	\$ 6,290.77		
		\$ 2,836.10	\$ 2,903.43		
		\$ 25.32	\$ 25.92		
6131	Captain II	\$ 79,972.20	\$ 81,488.15		
	(over 5 years)	\$ 6,664.35	\$ 6,790.68		
		\$ 3,075.85	\$ 3,134.16		
		\$ 27.46	\$ 27.98		
6140	Battalion Chief I	\$ 86,752.70	\$ 87,980.62		
		\$ 7,229.39	\$ 7,331.72		
		\$ 3,336.64	\$ 3,383.87		
		\$ 29.79	\$ 30.21		
6141	Battalion Chief II	\$ 94,099.23	\$ 94,988.49		
	(over 5 years)	\$ 7,841.60	\$ 7,915.71		
		\$ 3,619.20	\$ 3,653.40		
		\$ 32.31	\$ 32.62		

Pay	Salary	Salary	Salary
Grade	Classification	FY 2016-2017	FY 2017-2018
			FY 2018-2019
	Based on 112 hours (2912 annually)		
6113	Trainee	\$3,317.58	\$3,356.71
	(12 months)		\$3,395.83
6114	Firefighter I	\$4,143.17	\$4,154.92
	(Over 1 Year)		\$4,166.67
6115	Firefighter II	\$4,387.71	\$4,464.69
			\$4,541.67

(Over 5 Years)				
6120	Driver I	\$4,822.71	\$4,886.56	\$4,950.42
6121	Driver II	\$5,112.00	\$5,254.00	\$5,396.00
(Over 5 Years)				
6130	Captain I	\$5,702.58	\$5,792.13	\$5,881.67
6131	Captain II	\$6,046.58	\$6,228.79	\$6,411.00
(Over 5 Years)				
6140	Battalion Chief I	\$6,728.08	\$6,858.00	\$6,987.92
6141	Battalion Chief II	\$7,135.50	\$7,376.17	\$7,616.83
(Over 5 Years)				

Section 4. According to the Fair labor Standards Act 207(k) Suppression personnel shall be on a 21 day pay cycle beginning October 9, 2010 for half time compensation for regular hours worked above 159 except for provisions otherwise provided in Article 21.

Section 5 Cost of Living Calculations for years two ~~(2) and three~~ (FY 2016-2017-21-) & 2017-2018) of this agreement:

In years two (2) ~~and three (3)~~ of this contract an annual cost of living increase will be based on the lower of ~~two~~ one percent (~~12~~%) or the Consumer Price Index for All Urban Consumers (CPI-U) Houston-Galveston-Brazoria area provided through the U.S. Bureau of Labor Statistics. The percentage change on a year-over-year, twelve months basis as reported for the month of June each year (not to exceed ~~21~~ percent) will provide the basis for the cost of living adjustment in the October 1st through September 30th fiscal year that begins immediately following the June report.

A provisional Cost of Living increase in years three (3) and four (4) (2021-2022 & 2022-2023) shall be applied provided wages are not collectively bargained in year three (3). The cost of living increases shall also be based on the lower of two percent (2%) or the Consumer Price Index for All Urban Consumers (CPI-U) Houston-Galveston-Brazoria area provided through the U.S. Bureau of Labor Statistics. The percentage change on a year-over-year, twelve months basis as reported for the month of June each year (not to exceed 2 percent) will provide the basis for the cost of living adjustment in the October 1st through September 30th fiscal year that begins immediately following the June report.

~~Section 6. Deputy Fire Marshal.~~

~~Personnel assigned to this position shall be compensated at the rank held in the Galveston Fire Department. Individuals transferred into the Fire Marshal's office as assistant Fire Marshals shall remain as civil service employees and be governed by all applicable laws including the contract between Firefighters Local 571 and the City of Galveston.~~

~~For anyone serving as Fire Marshal or Deputy Fire Marshal there will be an incentive pay of \$93 per month for each of the following incentive pays only:~~

- ~~1. Arson Investigation~~
- ~~2. TCOLE Certification~~
- ~~3. Fire Inspector Certification~~

Section ~~6~~57. All personnel assigned to permanently authorized forty (40) hour per week classified positions of the five (5) eight (8) hour days shall receive assignment pay in addition to rank and any other compensation to which they may be entitled at the rate of one hundred seventy-five dollars (\$175) per month.

(These positions would be Fire Marshal, ~~Deputy Fire Marshal(s)~~, and Assistant Chief.).

ARTICLE 15 INCENTIVE PAY

~~The following incentives have been added to this article and will go into effect year two (2) of this agreement (FY 2017 – 2018). Any increases to existing incentive pays will also be effective year two (2) of the contract.~~

- ~~• Inspector Certificate~~
- ~~• Investigator Certificate~~
- ~~• Driver Operator Certificate~~
- ~~• Fire Officer (I-IV) Certificate~~
- ~~• Incident Safety Officer Certificate~~
- ~~• Wildland Firefighter Certificate~~
- ~~• Hazmat Technician Certificate~~

~~Bilingual pay shall be available year one (1) of the agreement (FY 2016-2017). Each employee will be subject to a seven hundred dollar (\$700) incentive cap, excluding the residency stipend. All employees receiving incentive pay above the specified amount at contract date shall be grandfathered.~~

Negotiations for the terms of Article 15 will commence prior to FY 2021-2022 for the final two years of this agreement. Bargaining for FY 2021-2022 will be limited to Article 15 of this agreement.

1. Intermediate Firefighter Certificate. All employees shall be paid the sum of forty-six dollars and fifteen cents (\$46.15) per pay period~~hundred dollars (\$100) per month~~ upon attainment of an Intermediate Firefighter Certificate, certified by the Texas Commission on Fire Protection Standards and Education.
2. Advanced Certificate. All employees shall be paid the sum of sixty dollars (\$60) per pay period~~one hundred thirty dollars (\$130) per month~~ upon attainment of an Advanced Certificate, certified by the Texas Commission on Fire Protection Standards and Education.
3. Master's Certificate. All employees shall be paid the sum of seventy-six dollars and fifteen cents (\$76.15) per pay period~~one hundred sixty five dollars (\$165) per month~~ upon attainment of a Master's Certificate, certified by the Texas Commission on Fire Protection Standards and Education.
4. Associate's Degree in Public Safety, Public Management or closely related field. Any employee who has attained an Associate's Degree in Public Safety, Public Management or closely related field shall be paid a sum of forty-eight dollars and forty-six cents (\$48.46) per pay period~~one hundred and five (\$105) per month~~. Employees receiving this incentive prior to October 1, 2016, shall be considered grandfathered and will be eligible to continue receiving this benefit.
5. Bachelor's Degree in Public Safety, Public Management or closely related field. Any employee who has attained a Bachelor's Degree from an accredited four (4) year college or university shall be paid a sum of seventy-one dollars and fifty-four cents (\$71.54) per pay period~~one hundred fifty five dollars (\$155) per month~~. However, only one Bachelor's degree will be paid. Employees receiving this incentive prior to October 1, 2016, shall be considered grandfathered and will be eligible to continue receiving this benefit.
6. Emergency Medical Technician Certificate. Any employee employed as of the effective date of this agreement, and who has a valid Emergency Medical Technician Certificate shall be paid, ~~shall be paid ninety five dollars (\$95) per month~~ forty-three dollars and eighty-five cents (\$43.85) per pay period. Incentive pay for EMT and Paramedic are not cumulative to each other. Effective October 1, 2004, the City shall be entitled to require of all future employees an Emergency Medical Certificate as a condition of employment and continued employment, and shall not be obligated to pay EMT incentive pay for such employees.
7. Emergency Medical Technician Intermediate. Any employee who maintains a valid EMT-I Certification shall be paid the amount of fifty-three dollars and eight cents (\$53.08) per pay period~~one hundred and fifteen dollars (\$115) per month~~.
8. Paramedic Certificate. Any employee who maintains a valid Paramedic Certificate shall be paid ninety-two dollars and thirty-one cents (\$92.31) per pay period~~two hundred dollars~~

~~(\$200) per month.~~ There shall be maximum of fifteen (15)~~twelve (12)~~ members of the department receiving paramedic incentive pay at any given time.

Incentive pay for EMT and Paramedic are not cumulative to each other.

9. Aircraft Rescue and Fire Fighting Certificate. Any employee who maintains a valid Aircraft Rescue and Fire Fighting Certificate shall be paid twenty-five dollars and thirty-eight cents (\$25.38) per pay period~~twenty-five dollars (\$55) per month.~~
10. Intermediate Instructor Certificate. Any employee who maintains a valid Intermediate Instructor Certificate shall be paid nine dollars and twenty-three cents (\$9.23) per pay period~~twenty dollars (\$20) per month.~~ There shall be maximum of fifty (50) members of the department receiving Intermediate Instructor incentive pay at any given time.
11. Bilingual pay. Any employee who is required to regularly speak, read and write a second language on the job shall receive bilingual pay at a rate of thirty-four dollars and sixty-two cents (\$34.62) per pay period~~seventy-five dollars (\$75) per month.~~ The recipient(s) of the bilingual incentive pay shall be subject to the guidelines set forth in the City's Personnel Policies and Procedures.
12. Inspector Certificate. Any employee who maintains a valid Inspector Certificate shall be paid forty-two dollars and ninety-two cents (\$42.92) per pay period~~ninety-three dollars (\$93) per month.~~
13. Investigator Certificate. Any employee who maintains a valid Investigator Certificate shall be paid forty-two dollars and ninety-two cents (\$42.92) per pay period~~ninety-three dollars (\$93) per month.~~
14. Driver Operator Certificate. Any employee who maintains a valid Driver Operator Certificate shall be paid twenty dollars (\$20) per month~~nine dollars and twenty-three cents (\$9.23) per pay period.~~
15. Fire Officer (I-IV) Certificate. Any employee who maintains a valid Fire Officer certificate (I-IV) shall be paid nine dollars and twenty-three cents (\$9.23) per pay period~~twenty dollars (\$20) per month.~~
16. Incident Safety Officer Certificate. Any employee who maintains a valid Incident Safety Officer certificate shall be paid nine dollars and twenty-three cents (\$9.23) per pay period~~twenty dollars (\$20) per month.~~
17. Wildland Firefighter Certificate. Any employee who maintains a valid Wildland Firefighter Certificate shall be paid nine dollars and twenty-three cents (\$9.23) per pay period~~twenty dollars (\$20) per month.~~
18. Hazmat Technician Certificate. Any employee who maintains a valid Hazmat Technician Certificate shall be paid nine dollars and twenty-three cents (\$9.23) per pay period~~twenty dollars (\$20) per month.~~

19. Arson Investigation. The employee assigned as Fire Marshal shall be paid ~~forty-two dollars and ninety-two cents (\$42.92) per pay period~~forty-two dollars and ninety-two cents (\$42.92) per pay period~~ninety three dollars (\$93) per month for the duration of the assignment.~~
20. TCOLE Certificate. The Employee assigned as Fire Marshal shall be paid ~~forty-two dollars and ninety-two cents (\$42.92) per pay period~~forty-two dollars and ninety-two cents (\$42.92) per pay period~~ninety three dollars (\$93) per month for the duration of the assignment.~~
18. Marine Firefighter Certificate. Any employee who maintains a valid Marine Firefighter Certification shall be paid ~~nine dollars and twenty-three cents (\$9.23) per pay period~~nine dollars and twenty-three cents (\$9.23) per pay period~~twenty dollars (\$20).00 per month.~~ There shall be a maximum of 20 member of the department receiving Marine Firefighter incentive pay at any given time.
21. _____

19. _____

ARTICLE 16

LONGEVITY PAY ADDITIONAL COMPENSATION

1. **Longevity Pay:** The City shall contribute Five Dollars (\$5) per month for each year of service in the Galveston Fire Department to each employee.
1. **Pension:** The City agrees to contribute 17% of each employee's salary to the Galveston's Firemen Retirement & Relief Fund.
2. _____
3. **Residency Stipend:** Effective October 1, 2019, any Employees receiving the residency stipend who reside and are domiciled on Galveston Island shall continue be paid ninety-six dollars and fifteen cents (\$96.15) per pay period unless the address changes at any time. The benefit will no longer be available to any current or future employee who was not receiving the benefit prior to October 1, 2019. Employees who move away from Galveston Island will forfeit the residency stipend and will not be eligible for the benefit after the effective date. Employees may be required to show reasonable proof of residence.

~~The City shall contribute Four and 50/100 Dollars (\$4.50) per month for each year of service in the Galveston Fire Department to each employee.~~

ARTICLE 17

PENSION

~~The City agrees to contribute 14% of each employee's salary to the Galveston's Firemen Retirement & Relief Fund.~~

ARTICLE 178 MANDATORY RETIREMENT

Retirement will be mandatory at age 70, unless otherwise prohibited by applicable state or federal law. If in the future a lower age would be allowed under applicable state or federal law, then retirement will be mandatory at such lower age.

ARTICLE 1898 UNIFORMS

All Galveston Fire Department personnel shall purchase, maintain, and wear the required uniform clothing. This includes all hats, shirts, pants, jackets, ties, socks, shoes, and GFD ~~rank pins and name plates.~~brass. All items listed shall be available to be purchased with the employee's uniform allowance.

Each fiscal year the City agrees to provide a voucher in the amount of six hundred dollars (\$600.00) with a vendor approved by the City. This will be for the purchase of and maintenance of uniforms as described in the Galveston Fire Department's Operations Manual. ~~This voucher may also be used for the purchase of uniforms to participate in the Galveston Fire Department Honor Guard. This voucher shall be provided during each year of this agreement.~~

~~Any changes to the uniform styles, colors or options as outlined in the current policy will require mutual agreement between the Union and Fire Administration. Both the Union and Fire Administration will be involved in the uniform purchasing process but the City has the final decision on the terms of the contract including brands, logo details, badges, name tags and collar brass requirements, cost and terms. Any changes made will take effect 12 months following the change.~~

No uniform voucher will be given to any employee who has been off work for any reason for more than six (6) months during a fiscal year.

The initial issue of uniforms shall be provided to new Firefighters and beginning the fiscal year thereafter, such Firefighters will begin receiving said allowance. The first issue of stove hats, hat bands, hat badges, name plates, collar insignia and shirt badges for new Firefighters and new promotions shall be the responsibility of the City. Any replacement will be by the member, but the member shall be allowed to use their uniform allowance for these purchases.

Any substantial change to the uniform by Fire Administration or the City, shall require the City to be responsible for providing two (2) of the changed uniform items outside of the individuals uniform allowance.

Job related ~~M~~multi-tools, ~~pocket knives~~pocketknives, and flashlights shall be allowed to be purchased from the uniform vendor using the employee's uniform allowance.

It is agreed that all protective clothing and equipment shall be provided by the City. ~~It is understood that the Fire Chief or designee shall determine if an employee's equipment warrants replacement and such replacement shall, when possible, take place within thirty (30) days after receipt of request for replacement.~~

~~It is further understood that all requests must be made in writing. In the event that the request is denied, the Fire Chief shall submit reasons in writing to the affected employee.~~

Upon termination, Firefighters will turn all equipment and protective clothing over to the Fire Department.

ARTICLE 1920 **DUES DEDUCTION**

1. ~~1.~~ The City agrees to deduct, once each ~~month~~pay period, dues in the amount certified to be current by the Secretary-Treasurer of Local 571 from the pay of those employees who individually request in writing that such deduction be made. This authorization shall remain in effect until terminated in writing by employee(s).
2. ~~Changes in the amount of dues to be deducted will be certified to the City by the Secretary-Treasurer at least one (1) month in advance of the effective date of such change.~~
3. ~~The Union shall indemnify, defend and save the City harmless against any and all claims, demands, or other forms of liability that should arise out of, or as a result of, the compliance with and administration of this Article by the City.~~

~~2. Changes in the amount of dues to be deducted will be certified to the City by the Secretary-Treasurer at least one (1) month in advance of the effective date of such change.~~

~~3. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, or other forms of liability that should arise out of, or as a result of, the compliance with and administration of this Article by the City.~~

ARTICLE 20 **EMERGENCY CALLBACK**

All hours worked outside an employee's regular full-time schedule shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay.

Employees who are called back to work, for an emergency, when off duty and who report to work no later than forty-five (45) minutes after they have been notified to report to work shall be guaranteed a minimum of four (4) hours pay at the rate of one and one-half (1-1/2) times that of the employee's regular rate of pay.

Employees who are called back for administrative work when off duty and report when required shall be guaranteed a minimum of three (3) hours pay at the rate of one and one-half (1- 1/2) times that of the employee's regular rate of pay.

Fire/Arson Investigators who are called in when off duty for an investigation shall be guaranteed a minimum of four (4) hours pay at the rate of one and one-half (1- 1/2) times that of the employee's regular rate of pay. This time cannot overlap when an investigator responds to multiple call outs in a four (4) hour period.

ARTICLE 21

EMERGENCY CALLBACK

1. ~~All hours worked outside an employee's regular full-time schedule shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay.~~
2. ~~Employees who are called back to work, for an emergency, when off duty and who report to work no later than forty five (45) minutes after they have been notified to report to work shall be guaranteed a minimum of four (4) hours pay at the rate of one and one-half (1-1/2) times that of the employee's regular rate of pay.~~
3. ~~Employees who are called back for administrative work when off duty and report when required shall be guaranteed a minimum of three (3) hours pay at the rate of one and one-half (1- 1/2) times that of the employee's regular rate of pay.~~
4. ~~Fire/Arson Investigators who are called in when off duty for an investigation shall be guaranteed a minimum of four (4) hours pay at the rate of one and one-half (1- 1/2) times that of the employee's regular rate of pay. This time cannot overlap when an investigator responds to multiple call outs in a four (4) hour period.~~

ARTICLE 20221

OVERTIME HIRING PRACTICES

~~All hours worked outside an employee's regular full-time schedule shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay.~~

~~Employees who are called back to work, for an emergency, when off duty and who report to work no later than forty-five (45) minutes after they have been notified to report to work shall be guaranteed a minimum of four (4) hours pay at the rate of one and one-half (1-1/2) times that of the employee's regular rate of pay.~~

~~Employees who are called back for administrative work when off duty and report when required shall be guaranteed a minimum of three (3) hours pay at the rate of one and one half (1 ½) times that of the employee's regular rate of pay.~~

~~Fire/Arson Investigators who are called in when off duty for an investigation shall be guaranteed a minimum of four (4) hours pay at the rate of one and one half (1 ½) times that of the employee's regular rate of pay. This time cannot overlap when an investigator responds to multiple call outs in a four (4) hour period.~~

Section 1.

If suppression staffing drops below the established minimum level of thirty (30) employees on duty, the Battalion Chief shall hire off duty employees. Such hiring shall not be arbitrary or capricious and a Union appointed representative shall assist the Battalion Chief in making decisions regarding which off-duty personnel shall be hired. The parties agree and acknowledge that hiring decisions made by the Battalion Chief and the Union appointed representative shall be by mutual agreement to the extent possible. Such decisions are not subject to the grievance procedure. In the event the Battalion Chief and the Union appointed representative do not reach a mutual agreement pertaining to the hiring of off-duty personnel, the Battalion Chief shall make the hiring decision and such decision is subject to the grievance procedure. The parties further agree that if an employee is passed over in the hiring process the Battalion Chief shall offer that employee the next available opening to work overtime in the employee's respective rank.

Section 2.

The City shall at minimum staff six (6) engines with one (1) Captain, one (1) ~~Driver~~Engineer, and two (2) Firefighters.

Each aerial shall at minimum be staffed with the following personnel: one (1) Captain and one (1) ~~Driver~~Engineer.

Each Battalion shall at minimum be staffed with the following personnel: one (1) Battalion Chief.

This article shall not limit the City in adding additional apparatus.

Section 3.

An overtime list shall be formulated for each classification. Any employee wishing to work overtime may have the employee's name placed on the list. Each list shall be formulated alphabetically and selection of personnel from the list shall be made on a rotation/revolving method. An employee shall not lose standing on the list because the employee is on duty. If the Battalion Chief does follow all overtime hiring procedures set by the Union Grievance Committee, then the employee may take his complaint to the Union Grievance Committee. If the Committee so decides, then the committee shall have the right to overrule the Battalion Chief and give the employee the right to work by removing the mark in question from the Overtime and/or Firewatch board. NO HIRING GRIEVANCE SHALL GO BEYOND THIS POINT.

Section 4.

Hiring of overtime personnel shall be made from the highest rank vacant and personnel may only work in their respective classification.

Section 5.

Persons on the eligibility or seniority acting list shall not be moved up until overtime hiring is completed. However, anyone who has been assigned an acting position shall not be removed.

~~Section 6.~~ If a vacancy causes the number of certified ARFF personnel to fall below the minimum requirements to staff Engine 4, and there are not any available ARFF personnel on duty to fill this vacancy, the Battalion Chief may have to specifically hire an employee who is ARFF certified. In this specific circumstance, the Battalion Chief may bypass members who are not ARFF certified on the overtime board to hire an employee who is ARFF certified to fill this vacancy.

It is agreed that in emergency situations, the Fire Chief or designee may forego the above procedure. It is understood that a shortage of manpower shall not be deemed as an emergency.

~~Section 7.~~ Should there be insufficient volunteers, the Fire Chief or designee reserves the right to assign employees overtime.

~~Section 8.~~ The Union Officer or Shift Steward shall review the overtime list. In the event the Union is unable to review the overtime list, the Union shall not grieve the City's assignment of overtime unless the City's decision is arbitrary, capricious, or malicious.

~~Section 9.~~ Firewatch Pay is off duty employment compensation paid by the individual or company hiring personnel for Firewatch. The City has agreed to facilitate its employee's participation in the opportunities, but the choice to do so is at the employee's sole option and for the employee's convenience. There is no incentive, encouragement, benefit or promise of any reward or advantage by or on behalf of the City in connection with this off duty opportunity. Notwithstanding any provision of this agreement, the City may make any changes in policies or practices which the City Attorney deems necessary to comply with State and Federal overtime law and regulations, including but not limited to 29 C.F.R. 553.31 and 553.227, as to the City's involvement, regulation, or approval of firefighter participation in this voluntary option.

ARTICLE ~~21~~22

HOLIDAYS

The City will continue granting the number of holidays during this Agreement according to the announced policy effective on the date of execution of this Agreement. Employees may carry over unused holiday time when, and as, necessary and agreed to by the City Manager or designee. The City may buy holidays from a Firefighter, by mutual agreement. Such option shall be available equally to all bargaining unit members (i.e., similar to overtime hiring procedure). The City shall grant on-duty employees two (2) hours off with pay for Thanksgiving Day dinner and two (2) hours off with pay for Christmas Day dinner.

ARTICLE ~~22~~23

MANAGEMENT/LABOR COMMITTEE

Each party shall designate two (2) representatives to serve on a management/labor committee. This committee shall meet at mutually agreeable times and places to discuss matters of mutual concern. Such discussion shall not be tantamount to, or an extension of, the bargaining process, but shall be for the purpose of encouraging productive relations between the parties and the improvement of fire services to the community. The parties may mutually agree to expand the number of representatives on this committee.

ARTICLE ~~23~~²⁴
EMPLOYEE SUBSTITUTIONS

Any member of the bargaining unit who is injured or sick and depletes their sick leave, vacation leave, holiday leave, and existing compensatory time may request that another member of the bargaining unit be allowed to substitute for them without added compensation or cost to the City. When employees substitute for another employee under these circumstances, they shall not accrue overtime, additional compensation, and/or other benefits for the regular shift of the injured or sick employee. The injured or sick employee shall receive full salary and benefits during any such periods that other employees are substituting for them. The Fire Chief's approval for employee substitutions must be obtained before this Article is effective.

ARTICLE ~~24~~²⁵
INSURANCE

Negotiations for the terms of Article 25 will commence prior to FY 2021-2022 to discuss Retired Firefighter Health Insurance for the final two years of this agreement. Bargaining for FY 2021-2022 will be limited to Article 25 of this agreement.

~~1.~~

2.1. Health Insurance.

- a) The group medical insurance plan now in effect in the Galveston Fire Department or a plan providing the same insurance provided to all city employees shall remain in effect during the term of this agreement; however, The City shall retain the right to change carriers under the provisions of this article.

- b) The Fire Union shall appoint 2 members or 25% (whichever is greater) representation to the city's Health and Benefits Insurance Committee.
- c) The employee shall pay up to \$75 per month for health insurance.
- d) It is agreed that the dependent care premium shall be no more than the average premium required by all city employees for dependent health insurance.
- e) The Local 571 will allow discussions of this article to be open when requested by the City and only Article 26 relating to Insurance will be discussed.

3.2. Liability Insurance. The City shall provide liability insurance protection for every member of the bargaining unit responsible for the operation of fire equipment, as permitted by legislative acts of the State of Texas.

3. Retired Firefighter Health Insurance. Subject to the qualifying eligibility requirements of the health insurance plan the City will allow retired Firefighters (viz., those qualifying to receive pension payments from the Galveston Fire Department Pension Fund upon cessation of work) to remain in the group health plan available to currently working Firefighters at the current group premium rate. Premiums shall be payable by the individual, retired Firefighters, not the City. Retirees eligible to receive Medicare benefits shall not be allowed to participate in this program, at which point Medicare Supplement Insurance, if available, shall be offered and paid for by the retired Firefighter.

4. _____

ARTICLE ~~25~~26

FUNERAL LEAVE

Section 1. In the event of a death in the immediate family of an employee, the employee shall be granted sufficient leave of up to two (2) shifts off with pay, if necessary, for the purpose of attending the funeral and for needed travel time. Leave shall be subject to approval of the Fire Chief or designee.

Section 2. For the purpose of this Article the immediate family shall be defined as the employee's spouse and children, including any legal wards of the employee, as well as the parents, grandparents, grandchildren, brothers, sisters, brothers-in-law and sisters-in-law of the employee. Also included in the immediate family are the parents, grandparents, and grandchildren of the employee's spouse. ~~Additionally~~ Additionally, immediate family shall include the classifications of step-children, step-parents, step-brothers, step-sisters of the employee and step-parents of the employee's spouse.

ARTICLE ~~26~~27
ENTRY LEVEL HIRING AND EQUAL EMPLOYMENT OPPORTUNITY

Hiring and selection of employees new to the Fire Department shall be accomplished using selection methods and criteria designed by the City Manager or designee to accomplish the goals of the City. The City shall not be limited by hiring requirements of Texas Local Government Code, Chapter 143, et seq. or any other law, rule or regulation. The Union agrees to waive only those sections of Texas Local Government Code, Chapter 143, et seq., as amended that cover hiring requirements and will not be held liable for the actions of the City under this Article.

ARTICLE ~~27~~28
MISCELLANEOUS PROVISIONS

Section 1. Except for required response to call for service of the fire department, public service functions, or other necessary duties, only regular house cleaning and maintenance tasks will be performed on the City's recognized holidays and weekends.

Training assignments shall be scheduled during regular duty hours. For the purpose of this Article, it is understood that regular duty hours shall be from 8:00 a.m. - 12:00 noon and 1:00 p.m. - 5:00 p.m., Monday through Friday excluding City recognized holidays. The City may deviate from the terms of this section by written mutual agreement with the Union President or designee. Any denial must be registered within twenty-four (24) hours of notification or the request shall be considered accepted. Denials may not be arbitrary or capricious. It is understood that legitimate training that cannot be performed during regular duty hours may not be denied.

Nothing in this section will preclude companies from voluntary training outside the prescribed times.

~~Section 2. Washing and Drying. Except when emergency, large fires, or other circumstances require fire hose or apparatus shall not be directed to be washed or dried after regular duty hours.~~

~~Section 3. Copies of Contract. The City shall provide one (1) copy of this agreement per shift and per station within the Fire Department.~~

~~Section 4. Residency. As a condition of employment, all bargaining unit employees shall reside and be domiciled within seventy five (75) miles of Central fire Station located at 2512 Avenue I, Galveston, TX.~~

Section ~~5~~3. Hourly Restriction. No employee shall be allowed to work in excess of forty eight (48) consecutive hours including overtime. After 48 hours, employees must

have a rest period of a minimum of 12 hours before returning to work. Exceptions shall be made during “States of Emergencies”. It shall be the responsibility of the employee to notify the Battalion Chief if a conflict exists.

ARTICLE ~~283029~~ SHIFT EXCHANGE

Employees shall be allowed to trade time with employees of equal rank or classification or as otherwise qualified as determined by the Battalion Chiefs. Employees agreeing to provide reciprocity for the exchange shall be required to fully execute and submit an Employee Substitution Reimbursement Agreement to the Battalion Chief.

For the purpose of this article the following definitions shall be used:

1. **Substitute** shall mean Employee working for regularly scheduled Employee
2. **Regular** shall mean regularly scheduled Employee

Request for shift exchange (“swap-time”) shall be made before the start of the applicable shift, preferably twenty-four (24 hours) in advance to the Battalion Chief. This twenty-four (24) hour notice may be waived by the Battalion Chief for good cause, including replacing a substitute on short notice for an emergency.

Shift exchanges ~~are a maximum of twenty~~~~20~~~~twenty-four is~~ subject to the approval of the Battalion Chief and such exchange shall not be unreasonably denied.

The City shall not be liable for any cost incurred by granting employees this privilege.

All shift exchange dates must be put in writing and kept on record for each ~~exchange, and~~~~exchange and~~ approved by the appropriate department officer prior to the substitute work. The substitute employee who fails to appear and work the exchanged shift shall be suspended from shift exchange for three (3) months for the first offence and twelve (12) months for any following offences in a twenty-four (24) month period. ~~The Regular shall be docked time/pay for the exchanged time not worked, and such action shall not be subject to the grievance procedure.~~ All swap-time must be repaid within 1 year (12 months) from the documented, individual agreement, date of each swap. In the event that a swap-shift agreement goes beyond the ~~1-year~~~~1-year~~ (12 months) date, without being repaid, no other swap-time agreements will be allowed until the repayment is complete.

The City has agreed to facilitate its employee’s shift exchanges, recognizing that an employee’s choice to do so is at the employee’s sole option and for the employee’s convenience. There is no incentive, encouragement, benefit or promise of any reward or advantage by or on behalf of the City in connection with this option. Notwithstanding any provision of this Agreement, the City may make any changes in policies or practices which the City Attorney deems necessary to comply with State and Federal overtime law and regulations, including but not limited to 29 C.F.R. 553.31 and 553.227, as to the City’s involvement, regulation, or approval of fire fighter participation in this voluntary option.

ARTICLE ~~293130~~ UNION BUSINESS

1. Up to a maximum of three (3) employees on the Union Bargaining Committee shall be granted a reasonable amount of time off for negotiation sessions without loss of pay subject to manning or other needs of the Fire Department.
2. Paid time off (such as vacations and compensatory time) to which employees are entitled under this Agreement shall not be denied simply because it will be used to conduct union business.
3. The Union will be granted a maximum pool of one hundred ninety-two (192) hours each fiscal year of paid time for use by employees designated by the Union to attend union sponsored conventions, seminars, or workshops. Such time off must be submitted by the Union President in writing prior to the Fire Chief approving such request.
4. The City will allow space on an existing bulletin board in each station for the Union. Articles placed on such board shall be limited to local, state or national meeting announcements, legislative reports, safety bulletins, etc. No materials endorsing political candidates, issues, or any matter that may be considered degrading or derogatory to the City or any city official will be allowed on the board.
5. The City will allow either the President or, in the absence of the President, the Vice-President of the Union reasonable time off, when on duty to conduct local union regular monthly meetings and for a maximum of three (3) special meetings per fiscal year. Granting such time will be subject to manning or other departmental needs. Such time off granted by the City shall not affect the allotted time as specified in Section 3 of this Article.
6. Upon request employees shall be entitled to have a union representative present at any meeting of record with the Fire Chief or other City representative concerning suspensions, official reprimands or other disciplinary matter applicable under the Texas Local Government Code, Chapter 143, et seq., as amended. The Union shall furnish to the City a list of union stewards and alternates on each shift as well as the principal officers of the union who are authorized to act as union representatives for the purpose of this article.

ARTICLE ~~302~~31
FIRE MARSHAL'S OFFICE

Section 1. Fire Marshal

- a. The Fire Chief shall appoint the Fire Marshal.
- b. Candidates for appointment shall be currently employed by the Galveston Fire Department, and be an officer for at least five (5) years.
- c. The position shall be equal in rank and pay to an Assistant Chief.
- d. It is agreed that section 143.014 (g) and (h) of the Texas Local Government Code shall apply to the appointment and removal of the Fire Marshal. No other section shall apply to such appointment or removal and the Union specifically waives any requirements other than stated in this article.

- e. The individual serving as Fire Marshal may request to be removed after two (2) years from date of appointment or until a qualified candidate is available. The Fire Chief shall grant such request within thirty (30) days. Any employee appointed to such position shall retain all rights and privileges afforded the employee's previous position including testing for and receiving promotions.
- f. The City agrees to hire one new Firefighter within ninety (90) calendar days of the appointment to fill the vacancy created by such appointment.

~~Section 2. Deputy Fire Marshal~~

~~Personnel assigned to this position shall be compensated at the rank held in the Galveston Fire Department. Individuals transferred into the Fire Marshal's office as assistant Fire Marshals shall remain as civil service employees and be governed by all applicable laws including the contract between Firefighters Local 571 and the City of Galveston.~~

~~Section 3. For anyone serving as Fire Marshal or Deputy Fire Marshal there will be an incentive pay of \$93 per month for each of the following incentive pays only:~~

- ~~1. Arson Investigation~~
- ~~2. TCOLE Certification~~
- ~~3. Fire Inspector Certification~~

Section 42. Vacation and Sick Leave accrual:

- A. Vacation earned will be biweekly on each paycheck following rates less than 10 years service at 6.92 hours, 10 – 19 years service at 9.23 hours, and 20 years plus at 11.54 hours.

~~B-D.~~ Vacation will reflect Civilian maximums.

~~C-E.~~ Refer to Article 8.

ARTICLE ~~31~~32 PROMOTIONAL PROCESS

The promotional process shall follow Texas Local Government Code, Chapter 143 with the exception that there will be two exams given on the announced date; a written exam that will be based on two fire service books and the most current GFD Operations Manual and an exam on Galveston street maps. The City will provide the study material for both the Operations manual and the map test while the employee will be responsible for the books. The employees taking the exams shall be required to know only the information contained in the Operations Manual up to the date of the exam posting.

It is understood that such modifications may deviate from applicable provisions of Texas Local Government Code, Chapter 143 et seq. and mutual consent shall mean the approval of the Union and the City Manager or designee.

ARTICLE ~~324~~33
PROMOTIONAL CRITERIA

Section 1: Each promotional examination shall be open to each Firefighter who has held for a minimum period of at least three (3) years of continuous service excluding probationary year, preceding the date of the examination, in the classification immediately below in salary, the classification for which the exam is to be given. In addition to requirements defined in the Texas Local Government Code, Chapter 143, et seq. each Firefighter hired before October 1, 1993, shall be required to meet the following criteria prior to being promoted.

A. Battalion Chief:

1. Must have obtained an advanced certificate certified by the Texas Commission on Fire Protection Standards and Education.
2. Must have obtained at least six (6) semester hours in approved Fire (2). Must have obtained at least six (6) semester hours in approved Fire Technology classes. An EMT certificate will be accepted in lieu of the six (6) credit requirement.

B. Captain

1. Must have obtained an intermediate certificate certified by the Texas Commission on Fire Protection Standards and Education.
2. Must have obtained at least six (6) semester hours in approved Fire Technology classes. An EMT certificate will be accepted in lieu of the six (6) credit requirement.

C. ~~Driver~~Engineer:

1. Must have obtained a basic certificate certified by the Texas Commission of Fire Protection Standards and Education.
2. Must have obtained at least six (6) semester hours of approved Fire Technology classes. An EMT certificate will be accepted in lieu of the six (6) credit requirement.

Section 2. Firefighters hired on or after October 1, 1993, must meet the requirements of the Texas Local Government Code, Chapter 143, et seq. and the following criteria to be promoted.

A. Battalion Chief: Must possess a degree in fire technology.

B. Captain: Must have at least 40 hours towards a fire technology degree.

C. ~~Driver~~Engineer: Must have at least 20 hours towards a fire technology degree.

Section 3. Any 40 hour employee assigned to a position shall retain all rights and privileges afforded to the employee's previous position including testing for and receiving promotions to only the next available rank.

- Section 4. Where specifically stated, this article shall supersede Texas Local Government Code, Chapter 143.030(b), et seq.

ARTICLE ~~335~~34

JURY DUTY

- Section 1. In the event that a member of the bargaining unit is subpoenaed to appear for the purposes of jury duty, the member shall notify the Battalion Chief or designee of the date in which the member is to appear.
- Section 2. If the employee is selected to serve as a juror and the jury is ordered to be sequestered, the employee shall be excused from duty until released. Upon being released, the employee shall report to work within two (2) hours of being released. The employee shall be required to submit a written statement from the court indicating the time the court released the employee.
- Section 3. If the employee is selected to serve as a juror and such jury is not sequestered, the employee shall report to work within two (2) hours of being released from jury duty. The employee shall be required to submit a written statement from the court indicating the time the court released the employee.
- Section 4. In the event that an employee is required to appear for the purpose of jury selection and is awaiting assignment and the court releases the employee for the day, the employee shall report to work within two (2) hours of such release. If the employee is required to appear the next day for the purpose of jury selection, the employee shall be excused from duty at 1900 hours.

ARTICLE ~~346~~35

EMERGENCY LEAVE

- Section 1. The City agrees to grant "emergency" leave of up to two (2) shifts off. The Fire Chief or designee shall have the discretion to grant such leave depending on the needs of the Department and the urgency of the leave. In granting "emergency" leave, the Fire Chief or designee may require a statement of events/reason for leave request. For the purpose of this article "emergency" shall mean an unforeseen occurrence or resulting state that calls for immediate family business, (as defined in Article 27), serious illness or injury to a member of the employee's immediate family. The time off shall be charged to vacation leave, or to sick leave in a case of serious illness/injury.

- Section 2. After an employee has been off in excess of five (5) - 24 hour shifts, he/she shall be responsible for filing FMLA paperwork with Administration.

ARTICLE ~~35~~36

APPOINTED POSITIONS

- Section 1. It is agreed that the Fire Chief shall appoint Administrative Staff, to include the Operations Assistant Chief, the Special Operations Assistant Chief and the Fire Marshal positions. Candidates for appointment shall currently be an officer in the Galveston Fire Department for at least five (5) years and must agree to accept the position.
- Section 2. The pay and benefits of this position shall be determined by the City Manager, but shall not be less than applicable to Battalion Chief.
- Section 3. It is agreed that section 143.014(g) and (h) of the Texas Local Government Code shall apply to the appointment and removal of the Assistant Chiefs. No other section shall apply to such appointment or removal and the Union specifically waives any requirements other than stated in this article.

The Fire Chief shall have the right to remove these individuals at-will and without prior notice. The individuals serving as Assistant Chiefs may request to be removed. The Fire Chief shall grant such request within thirty (30) calendar days.

Any employee appointed to such positions shall retain all rights and privileges afforded the employee's previous position including testing for and receiving promotions.

- Section 4. A job description shall be developed and reduced to writing prior to assignment.
- Section 5. The City agrees to hire one new Firefighter within ninety (90) calendar days of the appointment.

ARTICLE ~~36~~37

EMPLOYEE DRUG TESTING

- Section 1. ~~Findings and Adoption.~~

~~A. It is agreed that efficiency and safety in the work place is necessary and required in order to carry out the mission of the Fire Department. Therefore, it is understood that the use of alcohol, drugs, or other controlled substances by members of the bargaining unit without proper prescription or other authorization including while on duty or in the work place is detrimental to the operation of the Department and is clearly prohibited by this Agreement and the rules and regulations of the Galveston Fire Department. Prohibited substances include those listed in Part III,~~

~~Sections 3.0 through 3.3 of the City of Galveston Drug and Alcohol Prevention and Testing Program. It is further agreed that the parties will work toward development of a program of awareness and education of the danger and effects of drug and alcohol abuse.~~

- ~~B. The City and the Union agree that Firefighters may be called upon in hazardous situations without warning, and that it is imperative to the interest of the Firefighters and the public to ensure that no Firefighter is substance impaired. As described in the drug impact statement for the Fire Department in the City of Galveston Drug and Alcohol Prevention and Testing Program.~~
- ~~C. The City and the Union agree that Firefighters who abuse alcohol and drugs represent a significantly greater threat to the health and safety of themselves, their colleagues, and the public than do employees who do not respond to hazardous situations without warning. Duties and circumstances in the Galveston Fire Department which are factors in this context include the actual or potential duty for Firefighters of every rank to operate apparatus, regular service in "high class" positions, including supervision of other personnel, and the actual occurrence of periods of unsupervised duty during emergency fire, rescue and medical calls. In addition, it is recognized that Galveston Firefighters are required to react to unusual or dangerous circumstances; that Firefighters have a responsibility to deliver health care to persons to whom he/she responds and it would pose a significant potential threat to the health and safety of themselves and others if they use drugs or were under the influence of drugs while on duty; and, on balance, the City and the Union find that drug use by each Firefighter in all existing classifications and assignments can impair judgment and behavior so significantly that serious injury or death may result.~~
- ~~D. The City and the Union agree based on the findings mentioned above, that the need to deter and prevent a substantial harm provides the necessary immediacy for the imposition of a mandatory drug testing program. In order to further their joint interest in protecting Firefighters and the public, the City and the Union agree to both mandatory random drug testing and reasonable suspicion or "For Cause" testing as described in the City of Galveston Drug and Alcohol Prevention and Testing Program. The City and the Union have bargained this provision in good faith, with a reasonable belief in its legality under the law, and the Union will not bring or sponsor any legal challenge to the Program excluding a challenge for failure to properly implement or administer the Program. Both parties recognize and agree that this Agreement cannot and is not intended to waive any employee's constitutional rights should an employee challenge the Program in court, the City agrees to defend the Union from any claim brought against the City and the Union, absent any conflict of interest, from any claim of violation of the employee's constitutional rights arising from the implementation of the Program. Should any such challenge be successful, the parties agree to immediately meet to revise this procedure as needed to comply with the constitutional rights of employees covered by this Agreement,~~

~~E. The City and the Union agree that the City of Galveston Drug and Alcohol Prevention and Testing Program (herein after referred to as "City Drug Program"), shall apply to all bargaining unit employees.~~

~~Section 2. Reasonable Suspicion Testing and Random Testing~~

~~A. In the fire profession, there exists the requirement that all personnel be on a 24-hour call out status for emergency situations. Therefore, department employees shall not possess or ingest any controlled substance or dangerous drug, whether on or off duty, unless the substance has been legally prescribed to the employee by a person licensed to do so.~~

~~B. For the purpose of determining violations of law or of this provision, all employees, regardless of rank or position, shall be subject to "for cause" testing under the City Drug Program.~~

~~C. Random Testing~~

~~1. One Hundred percent (100%) of Firefighters of all ranks, including the Chief, shall be susceptible to mandatory testing for illegal drugs and controlled substances on a fair and impartial statistical basis at the City's expense under the City Drug Program. The fair and impartial statistical basis (in which each employee has an equal chance of being selected during the calendar year) shall be by a non-discriminatory computerized program operated and certified as a non-discriminatory by an independent firm hired by the City.~~

~~2. Upon notice of selection for random testing, the employee shall provide a urine sample, and a breath sample if requested in accordance with the City Drug Program.~~

~~D. Any employee or probationary firefighter who fails to appear for, or refuses to submit to urinalysis, or other clinical or non-clinical analysis procedures, at the time and place designated by the Department shall be subject to disciplinary action which may include discharge from the Department under Section 7.0 of the City Drug Program.~~

~~E. Any applicant who refuses to submit to urinalysis, or other clinical or non-clinical analysis procedures, at the time and place designated by the Department shall automatically terminate the hiring process.~~

~~Section 3. Testing Guidelines~~

~~The implementation of employee drug testing will ultimately result in administrative review and disciplinary action involving employees who test positive in the final confirmatory test. The City Drug Program will apply when determining the disciplinary action to be taken.~~

~~Section 4. Threshold Levels~~

~~The parties have agreed that the threshold levels in the City Drug Program for covered employees shall apply.~~

~~Section 5. Testing Procedures~~

~~The drug testing procedures will be administered as outlined in the City Drug Program.~~

Section ~~6~~2. **Confidentiality**

All records pertaining to the department required drug tests shall remain confidential to the extent allowed by law, unless offered in evidence in a disciplinary appeal. Drug Test results and records shall be stored in a locked file in the Human Resource office. No access to these files shall be allowed without written approval of the Fire Chief or the Firefighter. In a grievance hearing, lawsuit or other action involving the employee, the employer may release relevant information to the decision-maker, and to those who need to know the information to assist with the case. Such information may also be released to representatives from state or federal agencies when required. The confidentiality provisions in Part III, Section 12.0 of the City Drug Program shall also apply.

Section ~~7~~3. **Rehabilitation and Treatment for Substance Abuse**

- A. The parties have these joint objectives in the Section of the Agreement:
1. To deter and prevent substantial harm to Firefighters and the public;
 2. To create disincentive for the use and abuse of substances; and
 3. To provide a means, together with incentive, to seek and obtain treatment and rehabilitation for any employee who is involved in substance abuse.
- B. Any employee who voluntarily seeks rehabilitation as provided in Part V, Section 3.0 of the City Drug Program shall be entitled to the same leave and benefits that are otherwise applicable under leave policies and the existing coverage definitions in Health Benefits program. An employee entitled to rehabilitation and treatment is not exempted from disciplinary action for violation of other rules and regulations of the department (e.g. off duty DWI, regulations concerning leave, etc.)

Section ~~8~~4. **Union Representation of Members**

While it is understood that the Union is unequivocally opposed to the use of alcohol or drugs in the workplace as well as, the abuse of such substances under any condition and further agrees to cooperate toward the prevention of such abuse and strongly supports the prohibition of the use of drugs or alcohol in the workplace and the proper enforcement of the Department's rules and regulations, the Union, retains the right to fairly and properly represent any aggrieved member of the bargaining unit by reason of the application of this Article, including but not limited

to what the Union may consider as unwarranted or unreasonable investigation, search or the imposition of discipline.

Any employee receiving disciplinary action under Article 39 may appeal that action in accordance with the procedures outlined in the applicable Civil Service Law.

ARTICLE ~~37~~38
COMPLETE AGREEMENT CLAUSE

1. The parties acknowledge that during negotiations which resulted in this Agreement, each had unlimited right and opportunity to make proposals with respect to all proper subjects of collective bargaining, and that all such subjects have been discussed and negotiated upon, and the Agreements herein contained were arrived at after free exercise of such rights and opportunities; therefore, the City and the Union, for the term of this Agreement, each voluntarily and unqualifiedly, waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

It is specifically provided that there shall be no further negotiations except by mutual agreement of any subjects above mentioned.

2. The Union and the City agree that this Agreement is intended to cover all matters affecting wages, hours, and other terms and conditions of employment and similar or related subjects. During the term of this Agreement, neither the City nor the Union will be required to, but may upon mutual agreement, negotiate on any matters affecting these or other subjects not specifically set forth in this Agreement.
3. All modifications of this Agreement must be made in writing and signed by both the City and the Union before such modifications shall become effective.
4. If any Article or Section of the Agreement or any provision should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending final determination as to its validity, the remainder of this Agreement shall remain in full force and effect and shall not be affected thereby.
5. Unless otherwise provided by law, no provision of this Contract shall be deemed amended by legislative acts or amendments during the term of this contract.
6. This Agreement shall be effective from October 1, ~~2016-2019~~ until September 30, ~~2019~~2023. Thereafter, it shall continue until replaced by a successor agreement, but it shall not continue in effect after September 30, ~~2020~~2024.

CITY OF GALVESTON, TEXAS

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 571

Brian Maxwell, *City Manager*

Stewart Goff, *President*

Date: _____

Date: _____

Approved as to Form:

Donald Glywasky, *City Attorney*

Terms Reviewed by:

Michael Wisko, *Fire Chief*

Kent Etienne Jr., *Director of Human Resources*

TENTATIVE AGREEMENT

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF GALVESTON, TEXAS

AND

GALVESTON MUNICIPAL POLICE ASSOCIATION

**EFFECTIVE OCTOBER 1, 2019~~6~~ THROUGH
SEPTEMBER 30, 2019~~23~~**

Executed ~~9-16-2016~~ GMPA ~~9-14-2016~~ City ~~8-19-2016~~

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ARTICLE 1

Preamble

The following agreement by and between the City of Galveston, Texas, (City), and the Galveston Municipal Police Association, (Association/GMPA), is recorded in accordance with the Fire and Police Employee Relations Act of The State of Texas. The City and the Association agree that the efficient and uninterrupted performance of the municipal police function is a primary purpose of this Agreement, as well as the establishment of compensation and working conditions for the Police Officers of the City. The Agreement has been reached through the process of collective bargaining with the objective of serving the above purposes. Therefore, this Agreement is intended to be in all respects in the public interest.

ARTICLE 2

Definitions

- A. **“Association”** means the Galveston Municipal Police Association.
- B. **“Calendar days”** means each day inclusive of weekends and holidays.
- ~~B.C.~~ **“Chief”** means the Chief of Police of the City of Galveston, Texas.
- ~~C.D.~~ **“City”** means the City of Galveston.
- ~~D.E.~~ **“City Manager”** means the City Manager of the City of Galveston, Texas.
- ~~E.F.~~ **“Commission”** means the Fire and Police Civil Service Commission of the City of Galveston, Texas.
- ~~F.G.~~ **“Department”** means the Police Department of the City of Galveston, Texas.
- ~~G.H.~~ **“Employee”** or **“Officer”** or other term means any sworn Police Officer of the City with the exception of the Chief of Police and others excluded from the bargaining unit.
- ~~H.I.~~ **“GMPA”** means the Galveston Municipal Police Association.
- ~~I.J.~~ **“Grievance”** shall be defined pursuant to the Grievance Procedure in Article 7.
- K. **“Member”** means either member of the Association or member of the bargaining unit.
- ~~J.L.~~ **“Strike”** shall be defined pursuant to Article 6.

ARTICLE 3

Association Rights

A. **Association Recognition and Scope of Unit**

Pursuant to requirements of applicable statute, the City of Galveston hereby recognizes the Galveston Municipal Police Association (GMPA) as the sole and exclusive bargaining representative for employees required by Chapter 174, Local Government Code, to be included in the appropriate bargaining unit. No portion of this Agreement shall be applicable to, and the Galveston Municipal Police Association will not seek to represent, any employees outside the bargaining unit required by Chapter 174, Local Government Code. The Galveston Municipal Police Association recognizes the City Manager or designated representative as the sole representative of the City of Galveston for the purposes of collective bargaining.

B. **Bulletin Boards**

The City shall permit under written policy the use of bulletin boards, pagers, and departmental e-mail by the Association. Prior approval, if required under the policy, shall not be arbitrarily withheld by the Police Chief.

C. **Time Off for Association Business**

~~1. When necessary, employees who serve as President or members of the Board of Directors of the Galveston Municipal Police Association may visit the Police Department premises to administer this Agreement. Such visits shall only occur after prior notice to, and approval from, the Police Chief or designee, and shall not result in any interference with City functions. Such visits shall be subject to denial by the Police Chief or designee; however, such denial will not be made in an arbitrary and capricious manner.~~

2.1 The Police Chief may allow up to five (5) members of the Galveston Municipal Police Association negotiating team to attend bargaining sessions without loss of regular pay or benefits. The Police Chief and only the Police Chief, reserves the right to limit the number of employees allowed to receive this benefit and the period of time off to attend such sessions. The Police Chief shall not arbitrarily and capriciously deny such time off for the negotiating team.

3.2 The Police Chief may allow up to nine (9) members of the Board of Directors of the Galveston Municipal Police Association to attend regularly scheduled GMPA monthly meetings without loss of regular pay or benefits. The Police Chief and only the Police Chief, reserves the right to limit the number of employees allowed to receive this benefit and the period of time off to attend such meetings. The Police Chief shall not arbitrarily or capriciously deny such time off to a member of the Board of Directors.

3. The City shall afford members the ability to donate accrued vacation or comp time to

an “Association Business Leave Pool”. Donations may be made by election form, signed by the officer, every six (6) months or twelve (12) months, or on a one-time basis, and may provide for future monthly deductions. Such time can be utilized by the Association President, or members, with approval by the Association President, for the purposes of fulfilling their duties to the membership. The Police Chief, and only the Police Chief, reserves the right to limit the number of employees allowed to receive this benefit and the period of time off. If the granting of such leave under this section necessitates overtime for back fill personnel, the parties may agree to cover the Association Business Leave time at 1.5. The Police Chief shall not arbitrarily and capriciously deny such time off for these purposes. Such time used by the President or member(s) shall not be considered productive time. The total hours in the Association Leave Pool shall not exceed two thousand (2,000) total hours.

D. Unfair Labor Practices.

1. The City shall not engage in the following practices: Unlawfully interfere with, restrain, or coerce employees in the exercise of rights granted in this Agreement, but this section shall not impair the assertion or communication of the City’s position or interpretation of its rights hereunder in an appropriate manner.
2. Unlawfully discharge or unlawfully discriminate against any employee because the employee has filed any affidavit, petition, grievance, or complaint; or given any information or testimony alleging violations of the law or this Agreement; or because the employee has formed, joined, or chosen to be represented by the exclusively recognized employee organization or its designated representative.
3. Discriminate against any employee protected under Title VII of the Civil Rights Act or the Texas Commission on Human Rights Act or because of association, or non-association, or affiliation; or discriminate in the application or interpretation of the provisions of this Agreement.

ARTICLE 4
Management Rights

The parties understand that the management and direction of the working force is vested exclusively in the City as the employer. Subject to prevailing statutes and ordinances, the City retains the right to hire, demote, suspend, discharge, retire, lay off, promote, assign, or transfer employees to any job or any work, anytime or anywhere; to increase or decrease the work force; to determine the number and size of the work shifts; to grant paid and unpaid leaves of absence for any reasons; to determine the number of and assign employees to any work or any job; to determine and re-determine the hours of work per day or week; to make and enforce work rules for the purpose of efficiency, safe practice, discipline or any other reason; to establish performance standards and to review employees under these standards; to determine the equipment to be used; to make technological changes; to separate or reassign its employees; to determine duties and production standards; to eliminate work; to require overtime work pursuant to state statute; to select employees for overtime pursuant to state statutes; to establish, modify and enforce rules and regulations.

The rights and powers of management mentioned in this section do not list all such powers, and the rights listed, together with all other rights, powers and prerogatives of the City, not specifically ceded in this Agreement, remain vested exclusively in the City as employer. If this Agreement does not, by its terms, specifically restrict management, then management retains power over the matter in question.

The City's right of management shall not be amended or limited by any claim the City has condoned or tolerated by any practice or any acts of any employees; nor by any arbitration decision. The exercise of management rights shall not nullify guarantees specified in this Agreement nor restrict existing civil service rights guaranteed by State statutes unless said rights are changed by the terms of this Agreement.

ARTICLE 5

Dues Deduction

The City agrees to deduct, on a regular basis, dues from the pay of GMPA members who voluntarily authorize such deductions in writing. GMPA members may revoke the authorization for deduction of dues at any time by filling out a form to be provided by the City.

The GMPA shall notify the City as to the amount of dues to be deducted. Changes in dues will be certified to the City at least one month in advance of the effective date of the change.

The GMPA shall indemnify, defend and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or as a result from, any conduct taken by the City for the purpose of complying with this Article.

The City further agrees that it will not authorize payroll deduction of dues for any organization that claims to represent one or more members of the bargaining unit in employment matters unless given written approval by GMPA.

ARTICLE 6

No Strike

The Association may not participate in a strike during the term of this contract. For the purpose of this Agreement, a "strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or part by any group of employees from the full and faithful performance of the duties of employment with the public employer for the purpose of inducing, influencing, condoning or coercing a change in terms and conditions of employment or the rights, privileges or obligations of public employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the employer, the concerted failure to report for work after the expiration of a collective bargaining agreement, the concerted participation in a sympathy strike and picketing in furtherance of the work stoppage. This Article shall not prohibit lawful informational picketing.

In the event of a strike, the President of the Association shall, within twenty-four (24) hours, publicly disavow such strike or work stoppage and request the employees to return to work in an attempt to bring about prompt resumption of normal operations. Such request shall be made in

writing with a copy of such written request supplied to the Chief of Police. The Association shall notify the Chief of Police within twenty-four (24) hours after commencement of such interruption as to the measures taken to comply with the provisions of this Article.

It is understood by the parties that activities enumerated above are contrary to the ideals of professionalism and to the police department's community responsibility and that any violation of this Article would give rise to irreparable damage to the City and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the City shall be entitled to seek and obtain legal and/or equitable relief in any court of competent jurisdiction. For the purpose of this Article, it is agreed that the employee organization shall be responsible and liable for damages, costs, attorney fees and all expenses related to breach of and enforcement of this Article due to any sanctioned act or omission committed by its officers, agents, and members which constitute a violation of the provisions herein. In addition to all other rights and remedies available to the City in the event of a breach of the provisions, the City shall have the right to unilaterally, and without further notice, terminate this collective bargaining agreement; however, such revocation shall be subject to appeal by the Association in accordance with the arbitration procedure set forth in Article 7.

Any employee who participates in or promotes a strike, as defined in this Article, may be discharged or otherwise disciplined by the City or the department. The only question that may be raised in any proceeding, whether such proceeding is by grievance, judicial or otherwise, contesting such action is whether the provision preventing strikes, as defined in this Article, was violated by the employee to be discharged or otherwise disciplined. The burden of proof is on the employer.

ARTICLE 7

Grievance and Arbitration

- A. A "grievance" is defined as a claim that an express provision of this Agreement has been violated, excluding disciplinary matters and matters subject to Civil Service jurisdiction that are not based upon a specific provision of this agreement. Only grievances involving the interpretation, application or alleged violation of a specific clause of this Agreement may be submitted to the grievance procedure.
- B. Any employee or group of employees in the bargaining unit are encouraged to discuss any alleged grievance with their supervisor up to and including the Chief of Police without invoking the formal grievance procedure called for in this Article. It is, however, the employee's responsibility to file the formal grievance within ten (10) business days of the employee's knowledge of the facts that give rise to the grievance.
- C. Grievance Steps

Step 1: A formal grievance must be initiated by an aggrieved member of the bargaining unit. The aggrieved member must provide in writing the entire grievance and all reasons for the grievance. The aggrieved member must sign and date the written grievance and enclose the applicable provisions of this Agreement that the member believes the City has violated. The aggrieved member shall present all materials to the person designated by the Association within ten (10) business days after the day the member knew or should have known the facts that gave rise to the grievance. Failure to present the grievance in the

manner and within the time set forth herein shall result in the City not considering the grievance. In such case, the parties shall consider the grievance settled by the Employer's last position.

The Association shall accept or reject the grievance within ten (10) business days of receiving said grievance from the grievant. It shall be presumed that if the Association accepts and files the grievance to Step 2 within twenty (20) business days of the date the member knew or should have known the facts that gave rise to the grievance that the time limitation for filing the grievance at the first two steps have been met. If the Association rejects the grievance, said grievance shall be considered to be resolved and no further action taken.

Step 2: If the grievance is accepted by the Association in Step 1, the Association shall submit the grievance to the Police Chief, who shall attempt to resolve the grievance to the satisfaction of all parties concerned. The Police Chief shall answer, in writing, no later than ten (10) business days of receipt of the written grievance.

Step 3: If the Association is not satisfied with the answer obtained in Step 2, the Association shall give written notice to the City Manager of intent to mediate the grievance. The Association shall provide such written notice to the City Manager no later than ten (10) business days after receiving the Police Chief's response. Within ten (10) business days after filing the notice to mediate with the City Manager, the City Manager may settle the dispute in a manner acceptable to the Association or the parties may agree upon a mediator. If the grievance is not settled or the parties fail to select a mediator during the ten (10) business days after notice to the City Manager, either party may request the mediator to be selected through the Federal Mediation and Conciliation Service in accordance with the procedures of said agency. Any costs of said proceeding shall be borne equally by the City and the Association.

Step 4: If the grievance remains unresolved after Step 3, the Association shall decide whether to pursue the case to binding arbitration and notify the City Manager thereof, in writing, no later than ten (10) days after conclusion of Step 3. ~~If the parties cannot mutually agree to an arbitrator, the Association shall request a list of seven (7) names of National Academy of Arbitrators members from the American Arbitration Association. Arbitrators under this Article shall be former or retired judges, selected by the parties from a list provided by the administrative judge for the district upon a joint request by both parties.~~

D. Failure of the aggrieved member or the Association to comply with the time limits set forth above shall serve to declare the grievance as settled, based upon the last answer received and no further action can be taken. Failure of the City representative to respond within the time limits shall constitute granting the grievance.

E. Notwithstanding anything in this Agreement to the contrary, the following matters are not subject to the grievance procedure of this Agreement:

1. Any grievance that is not filed in accordance with the provisions set forth above or that does not meet the definition of a grievance as set forth in Section A of this Article; or

2. Any matter that would require a change from the wages, rates of pay, hours of work, grievance procedure, working conditions and all other terms and conditions of employment as set forth in this Agreement; or
 3. Any matter that is not covered by this Agreement, any management rights, unless such rights are limited by a specific provision of this agreement; or
 4. Any matter specifically covered by the City Charter of Galveston, City Ordinances of Galveston, and the statutes and constitutional provisions of the State of Texas.
- F. It is understood and agreed by all parties that “business days” does not include Saturdays, Sundays or holidays recognized by the City.
- G. If arbitration is chosen under Step 4 of Section C of this Article, the arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the specific provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the specific issues submitted by the parties, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall have no authority to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. Except in cases of alleged payroll errors, no grievance involving back pay shall be retroactive more than ten (10) days beyond the date on which the aggrieved member first presented the grievance in writing. The parties shall equally share the arbitrator's fees and expenses.

ARTICLE 8

Wages

A. The parties have agreed to utilize a pay study of the Police base wage compensation for the cities shown on the attached Exhibit A. The parties have negotiated the selection of those cities, and have derived the methodology from the pay table applicable in Year 1 from that data. The parties agree that the wages derived from this model currently represent the market. The same methodology will be used to establish wages in Year 3.

A.B. **Base Wages. Monthly salaries by classification.** The City shall pay the salaries effective October 1, 20162019, October and January 1, 20172020, and October 1, 2018 as indicated.

1. For Fiscal Year 2020

Effective with the first full pay period of January 1, 2020 the pay scale attached hereto as Exhibit B shall apply to all officers covered by this Agreement.

2. For Fiscal Year 2020-2021 & 2022-2023_____

In years two (2) and ~~three~~four (34) of this contract an annual cost of living increase will be based on the ~~higher~~lower of ~~two~~one percent (~~1~~2%) or the Consumer Price Index for All Urban Consumers (CPI-U) Houston-Galveston-Brazoria area provided through the U.S. Bureau of Labor Statistics. The percentage change on a year-over-year, twelve months basis as reported for the month of June each year

~~(not to exceed one two percent)~~ will provide the basis for the cost of living adjustment in the October 1st through September 30th fiscal year that begins immediately following the June report.

3. For Fiscal Year 2021-2022

In year 3 of this contract the parties agree to reopen this labor agreement, as to base pay only, based upon updated data in accordance with the methodology described in Section A above. The parties will negotiate an agreed adjustment to base pay in that third year, which will be effective October 1, 2021. The data used shall be wages actually in effect on or before the close of business on the first Monday in August of each year. Verifiable data from survey comparators shall be sufficient to include in the survey.

B. ~~Cost of living calculations for years two (FY 2017-2018) and three (FY 2018-2019) of this agreement.~~

Pay- Grade	Classification	Salary 2016	Salary 2017	Salary 2018
6017	Police Cadet Until Sworn	\$3,044.58 (\$36,534.95)	\$3,139.15 (\$37,669.86)	\$3,233.73 (\$38,804.76)
6018	Police Officer I Sworn until 1 year	\$3,937.58 (\$47,250.95)	\$4,032.15 (\$48,385.86)	\$4,126.73 (\$49,520.76)
6019	Police Officer II (1 to 3 years)	\$4,340.75 (\$52,088.95)	\$4,435.32 (\$53,223.86)	\$4,529.90 (\$54,358.76)
6020	Police Officer III (3 to 5 years)	\$4,615.91 (\$55,390.95)	\$4,710.49 (\$56,525.86)	\$4,805.06 (\$57,660.76)
6021	Police Officer IV (5 to 7 years)	\$4,869.08 (\$58,428.95)	\$4,963.65 (\$59,563.86)	\$5,058.23 (\$60,698.76)
6022	Police Officer V (7 to 10 years)	\$5,151.75 (\$61,820.95)	\$5,246.32 (\$62,955.86)	\$5,340.90 (\$64,090.76)
6023	Sr. Police Officer (10 years+)	\$5,493.41 (\$65,920.95)	\$5,587.99 (\$67,055.86)	\$5,682.56 (\$68,190.76)
6030	Sergeant	\$6,005.89 (\$72,070.67)	\$6,089.69 (\$73,076.28)	\$6,173.49 (\$74,081.89)
6031	Sergeant II (Over 3 years)	\$6,344.06 (\$76,128.67)	\$6,427.86 (\$77,134.28)	\$6,511.66 (\$78,139.89)
6041	Lieutenant	\$6,977.21 (\$83,726.53)	\$7,064.36 (\$84,772.37)	\$7,151.52 (\$85,818.20)

6042	Lieutenant II (Over 3 years)	\$7,209.38 (\$86,512.53)	\$7,296.53 (\$87,558.37)	\$7,383.68 (\$88,604.20)
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C. **Definitions and Functions of Classifications**

1. **Police Officers:** The classification of Police Officer shall contain the pay grades: ~~Police cadet (date of hire until sworn in as a Certified Peace officer for the City of Galveston);~~ Police Officer I (from the date so sworn for one year); Police Officer II (from 1 to 3 years); Police Officer III (over 3 years); Police Officer IV (over 5 years); Police Officer V (over 7 years); and Senior Police Officer (over 10 years).

Any rehired employee who successfully completes probation shall receive credit for prior service with the Galveston Police Department for advancement into the pay grades in the classification of Police Officer. Grades in the classification of Police Officer shall not be supervisory in nature.

2. **Sergeants:** The classification of Police Sergeant shall contain the pay grades: Police Sergeant (0-3 years in grade) and Police Sergeant II (3-6 years in grade) and Police Sergeant III (six years or over in grade). ~~Police Sergeant II (three years or over in grade).~~

Officers with broken service that were previously eligible to participate in the promotional process shall be eligible to promote after three (3) years of service upon their return.

Promotions to the classification of Police Sergeant shall be pursuant to the State civil service law, except any employee in the classification of Police Officer who meets both of the following conditions shall be eligible to compete in any examination for Police Sergeant:

- a. The Police Officer has been a member of the bargaining unit for five (5) continuous years immediately preceding the examination; and
- b. The Police Officer has obtained an intermediate certification from TCOLE.

3. **Lieutenants:** The classification of Police Lieutenant shall contain the pay grades: Police Lieutenant (0-3 years in grade), Police Lieutenant II (3-6 years in grade) and Police Lieutenant III (six years or over in grade). ~~and Police Lieutenant II (three years or over in grade).~~

Promotional examinations for the classification of Police Lieutenant shall be pursuant to the State civil service law.

4. **Captains:** The following amendments shall be made in the classification of Captain:
 - a. The City shall exclusively determine wages, hours and all conditions of

employment. However, this provision does not prevent the employee the City is appointing to the classification of Captain from negotiating an individual contract of employment with the City by mutual agreement.

- b. Employees appointed to the classification of Captain shall not be covered by the terms of this Agreement. This does not include the employee's participation in the pension fund that is governed by appropriate City Charter provisions.
- c. Any employee appointed pursuant to this Agreement to the classification of Captain shall have all rights as they pertain to disciplinary actions as set forth in Chapter 143, Local Government Code. However, Chapter 143, Local Government Code, shall not apply to demotions to the classification held when appointed to Captain, unless subsequent promotion to a higher permanent classification has been accomplished by the employee pursuant to this article and the promotions article. Such demotions are may not be appealed to any forum whatsoever, nor can any forum order reinstatement to any classification higher than that held at the time of appointment to Captain.
- d. The City shall have the authority to establish the criteria for determining the promotional or appointment procedure for employees to the classification of Captain. Such Captain positions shall not exceed four (4).
- e. Only members of the bargaining unit shall be appointed to the classification of Captain, and each appointed Captain shall have a minimum of five (5) years' service with the department immediately preceding the appointment.
- f. The City shall not reduce the authorized strength of the police department to create any additional positions in the classification of Captain (i.e., for each Captain position created, the City shall add at least one officer to the authorized strength of the police department). The appointment of any Sergeant or Lieutenant to the classification of Captain shall not be the sole determining criterion for reducing the designated number of positions in those classifications.
- g. Members of the bargaining unit appointed to the classification of Captain shall continue to accrue seniority in the last classified position they held immediately prior to their appointment. Nothing herein shall prohibit an appointed employee from competing and being promoted to a higher classified position pursuant to Chapter 143, Local Government Code, and this Agreement.
- h. The City shall indemnify, defend and save the Association harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or as a result of agreeing to the following provisions regarding the rank of Captain.

5. **Assistant Chief:** The City may create one (1) position of Assistant Chief of Police

- a. The City shall exclusively determine wages, hours and all conditions of employment. However, this provision does not prevent the employee the City is appointing to the classification of Assistant Chief from negotiating an individual contract of employment with the City by mutual agreement.
- b. Employees appointed to the classification of Assistant Chief shall not be covered by the terms of this Agreement. This does not include the employee's participation in the pension fund that is governed by appropriate City Charter provisions.
- c. Any employee appointed pursuant to this Agreement to the classification of Assistant Chief shall have all rights as they pertain to disciplinary actions as set forth in Chapter 143, Local Government Code. However, Chapter 143, Local Government Code, shall not apply to demotions to the classification held when appointed to Assistant Chief, unless subsequent promotion to a higher permanent classification has been accomplished by the employee pursuant to this article and the promotions article. Such demotions may not be appealed to any forum whatsoever, nor can any forum order reinstatement to any classification higher than that held at the time of appointment to Assistant Chief.
- d. The City shall have the authority to establish the criteria for determining the promotional or appointment procedure for employees to the classification of Assistant Chief. Such Assistant Chief position shall not exceed one (1) position.
- e. Only members of the bargaining unit shall be appointed to the classification of Assistant Chief.
- f. The Assistant Chief shall meet the following standards:
 - (1) a minimum of ten (10) years continuous service with the Galveston Police Department immediately preceding the appointment;
 - (2) five (5) years of supervisory or management experience;
 - (3) a Master Peace Officer Proficiency Certificate from the Texas Commission on Law Enforcement; and
 - (4) meets the same qualifications as required by the City of Galveston for the Chief of Police.
- g. The City shall not reduce the authorized strength of the police department to create any additional positions in the classification of Assistant Chief (i.e., for the position created, the City shall add at least one officer to the authorized strength of the police department). The appointment of any Sergeant or Lieutenant to the classification of Assistant Chief shall not be the sole determining criteria for reducing the designated number of positions in those

classifications.

- h. Members of the bargaining unit appointed to the classification of Assistant Chief shall continue to accrue seniority in the last classified position they held immediately prior to their appointment. Nothing herein shall prohibit an appointed employee from competing and being promoted to a higher classified position pursuant to Chapter 143, Local Government Code, and this Agreement.
- i. The City shall indemnify, defend and save the Association harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or as a result of agreeing to the following provisions regarding the rank of Assistant Chief.

D. Retroactive wages shall include all earned overtime at the next rate of pay.

~~E. Longevity payments shall be \$5.004.50 per month.~~ **MOVED TO ARTICLE 12**

~~F. Canine Animal Handler Pay. Any Officer who is charged with the responsibility for and is assigned duties for the care of a dog by the Galveston Police Department, to be used in law enforcement functions, shall be compensated at the rate of \$400 per month, which includes all care time, and includes vacation time, sick leave, compensatory time and personal leave. The parties agree that an accurate computation of hours of work caring for a police dog is difficult or impossible to determine and that the compensation provided herein is a fair and reasonable agreement considering all pertinent facts and circumstances. The status of canine handler is a duty assignment, and remains within the control of the Chief. If a police dog is retired (taken out of service by the city) the Chief of Police shall award the police dog to the officer if the officer so desires. The City shall have no further obligation for the care, maintenance and support of the police dog.~~ **MOVED TO ARTICLE 12**

~~G. Mounted. Any officer who has volunteered to purchase and maintain a horse and has passed the certified police mounted patrol course, shall be compensated at the rate of \$250 per month, which includes all care time, vacation time, sick leave, compensatory time and personal leave. The City shall provide the following equipment through the Quartermaster system to include: headstalls, breast collars, embroidered saddle bags labeled as POLICE, saddle pads, reflective leg wraps and protective mask for the horse. All other equipment will be the responsibility of the officer.~~ **MOVED TO ARTICLE 12**

~~City Hall Security Officers shall be compensated at the rate of \$75 per month.~~ **MOVED TO ARTICLE 12**

~~H.E.~~ The terms of this Article shall supersede any inconsistent or conflicting provisions of the Chapter 143, Local Government Code.

ARTICLE 9

Overtime

- A. The City shall pay all hours actually worked in excess of eighty (80) in a fourteen day work cycle at the rate of time and one-half the employee's regular straight-time hourly rate of pay. For purposes of calculation of overtime, hours when an employee is on Administrative Leave for "Line of Duty Critical Incident" shall be considered as time worked.
- B. Actual hours of work includes vacation and compensatory time in the calculation of overtime worked. It is mutually understood that officers may be allowed to work while on compensatory time leave and that any hours actually worked will be calculated as overtime if the officer meets all of the other requirements for overtime as stated in the Collective Bargaining Agreement.
- C. Overtime shall be payable in cash or compensatory time off if mutually agreeable to the employee and the Police Chief or the Police Chief's designee. The City may, in its discretion, compensate officers for accrued, compensatory time with agreement from affected officers. It is also agreed that in the event of an declared emergency due to the approach of a hurricane, tropical depression, or other severe weather event, the Chief may require officers to remain on the island for periods of time outside their normal work schedule. When the Chief enacts such a requirement, all officers who are so ordered shall receive straight time pay eight (8) for all hours restricted to the island. The usual overtime rules and calculations apply as to hours actually worked. ~~of compensatory time for each 24 period, or shall be credited on a pro rata basis for periods of time less than 24 hours during which the officer is not required to actually perform work.~~ The City shall provide on-Island housing accommodations for any officer who lives off-Island and is required to remain on the Island for more than sixteen (16) hours. ~~The City and/or the Association reserve the right to reopen negotiations on this particular item only.~~
- D. All hours after assigned shifts can be converted into compensatory time with an accumulative cap of 160 hours. Hours will be earned at straight time or time and one-half depending upon whether the employee has fulfilled all the necessary hours required in the work cycle pursuant to this Agreement.
- E. When officers are scheduled to work special events, outside of their normally, regularly scheduled hours/shift, each officer who reports to a special event shift shall be paid a minimum of four hours. Officer's may be cancelled and not receive compensation if the officer is contacted prior to the beginning of the special event shift.
- F. The City may make changes in policies or practices which are necessary to comply with Federal or State overtime law and regulations pertaining to coordinating, scheduling, approving or administering off-duty employment by officers in order to maintain and preserve separate employer status under 29 C.F.R. 553.227, unless such changes are in conflict with any specific provision of this agreement. Actions taken under this subsection are subject to the grievance procedure in this agreement.
- G. These procedures preempt any conflicting provisions of Chapter 143, Local Government

Code.

ARTICLE 10

Training Provisions and Education Pay

A. Training

The City will make a reasonable effort to provide, and may require, training programs for employees either during or outside duty time. The City will provide forty (40) hours in each TCOLE training cycle for on duty training time under their requirements to progress within the proficiency certifications. This may require scheduling adjustments for courses that can only be given during daytime shifts. Officers are required to effectively plan to complete their required training on time, in consultation with their supervisor.

Training includes firearm qualification that shall be conducted at least twice each fiscal year, and shall include qualification for hours of limited visibility and daytime hours. It is understood that financial and other considerations may preclude the police department from conducting training it would otherwise prefer to conduct.

B. Education Pay

1. Employees holding an Intermediate certificate from TCOLE shall receive \$100 per month additional salary; or
2. Employees holding an Advanced certificate from TCOLE shall receive \$167 per month additional salary; or
3. Employees holding a Masters certificate from TCOLE shall receive \$208 per month additional salary; and
4. Employees holding an Associate's degree from a nationally accredited college or university shall receive \$75 per month additional salary; or
5. Employees holding a Bachelor of Arts or Science degree from a nationally accredited college or university shall receive \$200 per month additional salary; or
6. Employees holding an advanced degree (Master's and/or Doctorate) from a nationally accredited college or university shall receive \$250 per month additional salary.

ARTICLE 11

Insurance

A. Health Insurance

1. The group medical insurance plan now in effect in the Galveston Police Department or a plan providing the same benefits provided to all city employees shall remain in effect during the term of this Agreement.

2. The GMPA shall appoint two of the seven members of the representation to the City's Health and Benefits Insurance Committee. Any request for proposals (RFP) to consider a change of plan or switch to a private carrier shall be reviewed and approved by such committee.
3. The Employee shall pay no more than \$75 per month for health insurance. Should the members' \$75 monthly payment as set forth in this Agreement be inadequate to cover the City's cost of providing such insurance or because of mandated health care legislation, executive order, or regulation, or cost to the City of providing the stated health care insurance, or such payment is less than that monthly amount which shall be paid by other City employees, the parties agree to reopen this Agreement in good faith negotiations with respect to such matters. In no event will Employees covered by this agreement be required to pay an amount more than any other City employee.
4. It is agreed that the dependent care premium shall be no more than the average premium required by all city employees for dependent health insurance or benefits.

B. **Police Officer Benefit Plan and Trust**

The City shall contribute \$24 per month to a benefit plan and trust established by the Association.

C. **Retiree Health Insurance**

The parties agree that this section is no longer operable except for the following retired officers who are grandfathered under this clause and remain in the reserve health benefit program as long as they remain eligible: Dallas Adams, Howard Picard, and Boyd Swindale.

ARTICLE 12

Uniform Reimbursement and Assignment Pay

A. **Uniforms and Equipment/Quartermaster System**

The City shall pay as an allowance for maintenance and purchase of clothing and equipment in the annual amount of \$1,250 for all full time, paid police officers \$750 dollars of the allowance shall be distributed in a single payment to individual employees during the first pay period of the year. The remaining \$500, for the total authorized strength of the department, shall be distributed to a special revenue fund on Oct 1st of each year. The special revenue fund can only be used by the police department administration for the purchase of uniforms and equipment for all full time, paid police officers.

Unused quartermaster funds in the special revenue fund at the end of the fiscal year will be added to the next year's balance.

All approved Galveston Police uniforms, normally worn on patrol, shall be included. Items

normally affixed to a duty rig shall be included. Includes: handcuffs and small flashlights.

The department shall purchase up to \$500 in attire for non-uniformed employees.

New employees will be issued their initial gear by the department and it shall not come from the Quartermaster systems funds.

This account shall not supplant the purchase of any departmental equipment (cars, tasers, radios, computers,) that is normally purchased by the department through the general fund.

Special Purchases – Any deviation of purchases of uniforms or equipment for Specialized Units, and not specifically excluded, may be proposed by the city or the Association. Purchase may be authorized by majority vote by GMPA Board members.

The association shall receive a quarterly statement on quartermaster account expenses.

B. **Motorcycles**

Employees required by the City to purchase and maintain a motorcycle shall receive a monthly allowance of \$~~700~~600.

C. **Mounted.**

Any officer who has volunteered to purchase and maintain a horse and has passed the certified police mounted patrol course, shall be compensated at the rate of \$300 per month, which includes all care time, vacation time, sick leave, compensatory time and personal leave. The City shall provide the following equipment through the Quartermaster system to include: headstalls, breast collars, embroidered saddle bags labeled as POLICE, saddle pads, reflective leg wraps and protective mask for the horse. All other equipment will be the responsibility of the officer.

D. **Canine Animal Handler Pay. [MOVED FROM ARTICLE 8]**

Any Officer who is charged with the responsibility for and is assigned duties for the care of a dog by the Galveston Police Department, to be used in law enforcement functions, shall be compensated at the rate of \$400 per month, which includes all care time, and includes vacation time, sick leave, compensatory time and personal leave. The parties agree that an accurate computation of hours of work caring for a police dog is difficult or impossible to determine and that the compensation provided herein is a fair and reasonable agreement considering all pertinent facts and circumstances. The status of canine handler is a duty assignment, and remains within the control of the Chief. If a police dog is retired (taken out of service by the city) the Chief of Police shall award the police dog to the officer if the officer so desires. The City shall have no further obligation for the care, maintenance and support of the police dog.

E. **Shift Differential**

~~Evening Watch.~~ Employees in the Patrol Division assigned to Evening Watch. Shall receive \$83 per month of such assignment, or

Night Watch. Employees in the Patrol Division assigned to Night Watch shall receive \$167 per month of such assignment.

F. **Field Training Officers**

~~Section-1.~~ The City shall have the authority to establish the criteria for determining the appointment procedure for employees to the position of Field Training Officer, Field Training Supervisor, and Field Training Coordinator. Such appointments shall not be less than twenty (20) Field Training Officers, (4) Field Training Supervisors, and (1) Field Training Coordinator. All Field Training Officers, Field Training Supervisors, and Field Training coordinators shall have completed the necessary FTO courses as outlined by the Texas Commission on Law Enforcement (TCOLE) before being assigned to such positions.

~~Section-2.~~ Employees assigned as Field Training Officers shall receive \$300 per month during such assignment. Employees assigned as Field Training Supervisors and Field Training Coordinators shall receive \$15 per day when duties are performed.

~~Section-3.~~ Employees assigned as Field Training Officers may be removed from their assignment as a Field Training Officer if they are not assigned a PPO for a full phase of training in the nine (9) months prior to their removal.

G. **SWAT Team**

Employees assigned to the SWAT Team shall receive \$75 per month during such assignment for each full calendar month worked.

H. **Dive Team**

Employees assigned to the Dive Team shall receive \$75 per month during such assignment for each full calendar month worked.

I. **Crisis Negotiation Team**

Employees assigned to be Crisis Negotiators shall receive \$~~75~~50 per month for each full calendar month worked.

J. **City Hall Security Officers**

Employees assigned to the City Hall Security Officers shall be compensated at the rate of \$75 per month.

K. **Bilingual Pay**

All officers who qualify pursuant to City policy for bi-lingual pay shall receive \$75 per month.

L. **SRG**

Employees assigned to the SRG Team shall receive ~~\$7550~~ per month during such assignment for each full calendar month worked.

M. **Residency Pay**

Employee's whose primary residence is within the City limits of Galveston and who received residency pay prior to the effective dates of this Agreement will continue to receive \$208.33 per month unless the address changes to be outside the City limit, at any time. ~~Employees must show reasonable proof of residence and the payment will commence on the first pay period following the submission of proof.~~

N. **Longevity Pay**

Longevity payments shall be ~~\$5,004.50~~ per month. **[MOVED FROM ARTICLE 8]**

ARTICLE 13
Court, On-Call and Call Back Pay

- A. **Court.** Any officer appearing in court while off duty shall be paid a two (2) hour minimum. It is mutually understood that court time shall be paid at overtime if all other criteria is met for overtime as stated in this Collective Bargaining Agreement.
- B. **Call Back.** Call back pay shall also be paid with a two (2) hour minimum under the same criteria as Section A. Call back pay is applicable when an off-duty employee is required to report for duty outside his normal shift. Such duty will be paid at a two (2) hour minimum if at least that amount of time begins prior to the individual's regular shift.
- C. **Standby.** The City shall pay one hour per day for each day that an officer is on standby. The officer is required to provide written documentation to the shift supervisor. Commencing with the first and/or subsequent day court attendance will be paid pursuant to Section A.
- D. **Contact.** The City shall make a reasonable effort to avoid unnecessary contact of off-duty personnel. However, it is recognized that there are times when it may be necessary for the Department to contact an off-duty employee. Contact may be initiated by telephone, cellular phone, pager, e-mail, or other similar means. An employee who actually knows of a call or contact has a duty to respond.

When off-duty personnel are contacted, and are required to perform some action in their official capacity, that person shall be paid in accordance with Section B. The employee must be able to justify the action performed to his immediate commander (Lieutenant) and

division commander (Captain). The final decision to pay or not to pay the employee in a disputed contact situation will be made at the discretion of the Chief of Police.

An employee merely being contacted by the department does not, in and of itself, constitute call back as described in Section B.

- E. **On Call Pay.** City policy allows employees to be given on-call pay as an incentive for being able to answer frequent emergency service requests. The City shall pay one hour per day for each day that an officer is on call “On Call duty assignment specifically refers to those employees assigned to the Criminal Investigation and Crime Scene Divisions.

ARTICLE 14

Employee Substitutions

- A. Members of the bargaining unit who are injured or sick and deplete their sick leave, vacation leave, holiday leave, overtime and compensatory time may request that another member of the bargaining unit be allowed to substitute for the injured or sick member, without added compensation or cost to the City. When officers substitute for another officer under these circumstances, such officers shall not accrue overtime or additional compensation for the regular shift of the injured or sick officer. The injured or sick officer shall receive full salary and benefits during any such periods that other officers are substituting for the injured or sick officer. The Police Chief's prior approval for employee substitutions must be obtained before this Article is effective. The City shall not incur any additional costs whatsoever, as a result of allowing employee substitutions.
- B. The City shall permit “Swap Time,” in accordance with the Fair Labor Standards Act and applicable regulations. Payment instead of working is not allowed. The Shift Commander shall approve swap time. The officer scheduled to work will be marked present in the time book with a notation of the officer actually working. The line-up shall reflect the officer working that day with a notation of the officer who is scheduled to work. It will be the responsibility of the officers to have the day paid back. Refusal or termination of an employee will result in the officer losing the day owed.

ARTICLE 15

Legal Defense Service

The City agrees to comply with Chapter 180, Local Government Code.

ARTICLE 16

Sick Leave

- A. Sick leave is a privilege that is to be used for the sole purpose of providing wage continuation when an employee or immediate family member under their care is incapacitated due to a bona fide illness, medical treatment, and for exposure to contagious disease when the employee's presence and duties may jeopardize the health of others.

Additionally, with prior approval from an immediate supervisor, sick leave may be used to attend to non-emergency medical or dental treatment for the employee or an immediate

family member.

- B. As a condition to receiving paid sick leave, the employee must notify the employee's immediate supervisor, at least one (1) hour prior to the beginning of the employee's shift of the employee's use of sick time, location and plans for medical attention.
- C. Employees may not use sick leave for any purpose other than that stated in Section A. For example, an employee may not use sick leave in conjunction with any other vacation or leave of absence.
- D. Supervisors may require an employee to present an approved doctor's statement. The City reserves the right to require other verification to ascertain whether a bona fide illness exists if the employee is on sick leave more than three (3) consecutive days, or if the City reasonably suspects the employee of sick leave abuse. The Department may request employees to advise the Department of the employee's whereabouts during use of sick leave. The Chief shall provide by policy for the enforcement of sick leave by supervisors, in order to foster consistency of application and practice within the Department.
- E. Any unapproved use of sick leave may lead to disciplinary action up to and including discharge.
- F. The City may, in its discretion, compensate officers for accrued, paid sick leave with agreement from affected officers.
- ~~F.G.~~ The City agrees to revise its existing sick leave policy to permit officers to designate a specific employee, or to designate generically to the pool. Leave not utilized by the employee designated by the officer, remains in the pool and may be allocated to other employees under the applicable City policy.

ARTICLE 17

Leaves of Absence

A. Funeral Leave

In the event of a death in the immediate family of an employee covered by this Agreement, the employee shall be granted up to three (3) calendar days special leave of absence with pay. The phrase "immediate family" shall include only: father, mother, sister, brother, spouse, child, grandparent and grandchild of either the employee or the employee's spouse. In the event the employee is on vacation or sick leave at the time of death, no special leave with pay shall be granted. All leaves under this clause shall be approved by the Chief or the Chief's designated representative.

B. General Leave

The City will consider written requests for leave of absences including education leave, and maintain a fair policy in relation thereto. If granted, no benefits shall accrue or shall be payable during an unpaid leave of absence. The City has discretion to approve any and all requests for leave of absence.

C. **Military Leave**

1. Any member in the classified service shall be granted a military leave with pay, if the employee is a member of the National Guard, other official militia of Texas, or any reserve component of the Armed Forces of the United States of America to meet required and authorized commitments.
2. A military leave of absence shall be granted to such member for a period not to exceed fifteen (15) working days in any one calendar year without loss of pay or related benefits.
3. Any unused military leave with pay shall not be accumulated.
4. A military leave day with pay shall be calculated on the basis of full pay for a work day eight (8) hours (whatever the employee's full work day may be) including longevity pay.
5. Time allowed off for military leave with pay will not be considered as time worked in computing overtime pay.
6. In computing continuous service, time off as a result of military leave of absence shall be considered as periods of actual service, and shall not affect computation of related fringe benefits (e.g. vacation time or longevity pay.)
7. To qualify for military leave of absence with pay, as set forth in this policy, the police officer must comply with the following procedures:
 - a. The employee must request military leave through the Division Commander to which the officer reports. This will be done through the chain of command.
 - b. The employee shall submit the request for military leave at least two (2) weeks prior to military authority;
 - c. The employee shall attach a copy of the member's order to duty, signed by the proper military authority;
 - d. The employee shall present such request in memorandum form and include the period of time requested, branch of service, location of military assignment, date of return to duty by the police officer, in addition to name, badge number, employee number and present job class, rank or position.
 - e. The division Commander in charge of the Command to which the employee is assigned will review the request to determine whether or not the request is in the proper format.
8. A member in the classified service may be granted additional time for military leave if required by military order signed by proper military authority. Any additional pay shall be allocated to the member's vacation or compensatory times. Any additional leave days for which the employee has no vacation or overtime credit due, shall be without pay.

D. **Family Medical Leave**

1. Any use of Family Medical Leave requires prior approval and compliance with the City's FMLA procedures in effect at the time such leave is requested.
2. Employees desiring to use approved Family Medical Leave shall be allowed to use sick leave, annual leave, and compensatory time.

E. **Modified Duty**

In the event an employee is unable to perform the essential functions of his or her position because of an on the job injury, the City may allow an employee to return to work in a modified duty status if an appropriate assignment is available as authorized by the Chief. Modified duty assignments shall be administered as follows:

1. A modified duty assignment may be assigned so as to permit an employee to continue working in the department in a duty capacity that the employee is physically capable of performing.
2. The employee shall provide a medical report which specifies the employee's abilities and limitations as determined by a medical professional.
3. ~~The number of s~~Such assignments shall be the decision of the Chief~~limited to 2 employees at a time.~~
4. Maximum time for the assignment will be sixty (60) days, and may be extended as authorized by the Chief.
5. Modified duty is not a reasonable accommodation for the purposes of the Americans with Disabilities Act, and is only available to employees who cannot perform an essential function of his or her job.
6. The City is under no obligation to create duties for modified duty status and employee participation in modified duty is strictly voluntary.

ARTICLE 18
Vacations

~~Employees may take vacations all at one time or may split vacation time into no fewer than two parts at the option of the individual employee, consistent with the needs of the employee's unit of assignment. An individual employee may mutually agree with the representative of the Police Chief to take vacation in more than two parts. Commanders will make every reasonable effort to facilitate employee's taking split vacations.~~

- B.A. Employees may only schedule their allotted annual vacation entitlement and holidays during yearly scheduling in the employee's unit of assignment. Any other vacation time held by the employee may be scheduled, with the approval of the employee's unit commander, after all other employees have scheduled their vacations, according to

seniority.

~~C.B.~~ In instances when an officer transfers from one element of assignment to another, their scheduled vacation transfers with them. No officer, regardless of seniority, who is a part of the assignment of which the transferred officer arrives, shall lose their scheduled vacation as a result of the transferred officer's vacation begin scheduled on the same dates. However, the Chief reserves the right to cancel vacation of any officer when necessary to unit's work load. Should any officer's vacation need to be cancelled, the transferred officer's vacation time will be cancelled first, and the remainder according to seniority, if necessary.

~~D.C.~~ Lieutenants' vacations will be determined by the Chief of Police, but when restricted to one at a time, consideration should be given to seniority preference.

~~E.D.~~ Sergeants and Police Officers - Seniority will govern in the taking of vacations down to the lowest element of assignment feasible, including but not limited to:

1. Administrative Services Division
2. Detective Division
3. Juvenile Division
4. Identification Division
5. Vice and Narcotics
6. Crime Prevention/Community Relations
7. Day Watch
8. Evening Watch
9. Night Watch
10. Traffic Section (Motors)

~~F.E.~~ Vacation entitlements shall be as follows:

0 through 4 years of service = 80 hours of vacation
5 through 14 years of service = 120 hours of vacation
More than 14 years of service = 160 hours of vacation

~~G.F.~~ The City shall compute vacation in the same manner that the City computes sick leave accrual at the time of the execution of this Agreement.

~~H.G.~~ The City may, in its discretion, compensate officers for accrued, paid vacation time with agreement from the affected officer.

~~I.H.~~ Employees shall be allowed to accrue a maximum of two years of vacation.

~~J.I.~~ Grandfathered (frozen) vacation is time banked prior to October 1, 1998. Frozen vacation may be used or shall be paid in addition to all current vacation at termination of employment.

ARTICLE 19

Holidays

- A. The City shall maintain the following designated holidays for all members of the bargaining unit.

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans Day

Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas Day
Martin Luther King, Jr. Day

- B. The City shall maintain its current policy of adding eight (8) hours per designated holiday to the employees' vacation.
- C. Should the City provide an additional holiday to any group of employees, the bargaining unit employees shall receive such holiday.
- D. The City may, in its discretion, compensate officers for accrued, paid holiday leave with agreement from affected officers.

ARTICLE 20

Pension

~~The Galveston Police Pension Fund shall be separate from the City Employee Pension Fund. Police pension fund administrative costs will be borne exclusively by the fund proceeds. The City shall contribute a minimum of 12% of each officer's salary to Galveston Police Pension Fund.~~

ARTICLE 21

Residence Requirement

~~The City and the Association mutually agree that it would be in the best interest of the citizens of the City of Galveston to encourage officers to live within the City limits. During the term of this Collective Bargaining Agreement, the City and Association agree to discuss possible incentive programs that will encourage officers to reside within the City limits. The City and the Association also mutually agree that the City may reopen negotiations regarding residency requirement. If the City requests the Association to reopen negotiations pursuant to this Article, the parties shall meet and negotiate in good faith.~~

~~The parties agree that any officer covered under this agreement must reside within an area which allows the officer to respond to the police department within two (2) hours under normal conditions. "Response time" shall be defined as beginning upon the officer's receipt of the notification and the time in which the officer arrives, prepared for duty. The parties agree that officers shall not be allowed to reside on the Bolivar Peninsula, nor any other location in which a ferry is the primary crossing for a body of water, which would allow the location of residency to~~

be within the two-hour requirement.

ARTICLE ~~2220~~ **Entry Level Hiring**

Section 1. Hiring Requirements for Entry Level Officers

The City shall hire and select new employees by using selection methods and criteria developed by the City Manager or designee. Such methods and criteria may include: written tests, psychological evaluations, attitude inventory, education, training, experiences, oral interview, physical performance, background, reputation, and equal employment action plans of the City. The City shall create a list of applicants and select new employees from anywhere on such list. Entry level officers shall serve a twelve-month probationary period starting on the date they are sworn in as Galveston Police Officers.

Section 2. Hiring Requirements for Lateral Entry Officers (LEOs)

It is further understood that the City may hire experienced law enforcement personnel ("Lateral Entry Officers" or "LEOs") who have a current peace officer license and the appropriate certification from TCOLE (see chart below) at a pay rate no greater than Police Officer V.

All lateral law enforcement officers hired under the modified hiring process shall be required to pass the identical steps in the hiring process including passing a civil service examination. The civil service examination can be given for 1 or more lateral entry officers. There will be no eligibility list for lateral entry officers or posting requirements.

A Lateral Entry Officer is required to have at least 2 years of active service in a patrol function for one or more municipal, county, or state law enforcement agencies that employ a minimum of 30 sworn police officers and handles a full array of urban police work (i.e., respond to all types of calls for law enforcement services). The agency size requirement may be waived at the sole discretion of the Chief.

Prior years of service cannot be credited for detention officers who also have a peace officer license. Prior years of service only applies to pay steps and not to other seniority purposes. The Chief shall have the authority to determine if the prior law enforcement experience of a candidate meets the same experience as a similarly situated GPO officer.

Lateral Entry Officers shall serve a twelve-month probationary period starting on the date they are sworn in as Galveston Police Officers. Any officers so hired shall be frozen at the entry pay grade until their actual time in the current tenure with the City of Galveston equals the next pay grade.

The Chief shall establish the training requirements for a Modified Training Academy for LEOs. All applicants hired through the Modified Hiring Process must successfully complete the Modified Training Academy. The Chief may determine that an applicant for an LEO class should complete additional training, as required by the Chief.

Lateral Entry Officers shall be required to be assigned immediately to the patrol division for at least 36 months after employment.

Eligible Lateral Entry Officers shall be placed in the appropriate pay step based on their completed years of law enforcement service, certification and requisite experience. The Chief may adjust the prior years of law enforcement by a candidate and place the lateral officer in a lower pay step.

Experience Level	Minimum Certificate Level	Pay Grade Assignment
2 years	Basic	POII
3+ years	Basic	POIII
5 years	Intermediate	POIV
7+ years	Intermediate	POV

Section 3. Credit for Prior Law Enforcement Experience for Current GPD Officers

Galveston Police Officers with prior law enforcement experience, including prior service with GPD, that are eligible for a pay step increase under the same criteria as for Lateral Entry Officers above, shall submit a written request within 30 calendar days of execution of this amended article to the Chief to be moved to the pay step that corresponds to their total law enforcement experience at GPD and their prior agency or agencies. The Chief shall verify eligibility within 30 calendar days of each submission and adjust the pay rate accordingly. There will be no retroactive pay if an officer is moved to a higher pay step.

Section 4. Preemption

These selection procedures constitute the sole source of limitation upon the City in hiring Police Cadets and Lateral Entry Officers and supersedes, supplants, and overrides any provisions of Chapter 143 of the Texas Local Government Code, or any other applicable law, rule or regulation.

ARTICLE 2321

Job Classifications, Reassignments and Transfers

- A. The City has the right to determine whether a vacancy exists and whether the City will fill or eliminate the vacancy.
- B. The Police Chief shall make all duty assignments.
- C. The City reserves the exclusive right to determine procedures, timing and standards for all employee transfers and reassignments; provided, however, employees shall normally receive fifteen (15) calendar days advance notice of transfer or reassignment, including scheduled days off. The Police Chief will make an effort to avoid the involuntary transfer of an officer to another shift more than once every six months.
- ~~C.D.~~ Temporary involuntary staffing adjustments or changes of up to four (4) hours of duty on the officer's regularly scheduled work day shall be preceded by seven (7) days notice. Temporary involuntary staffing adjustments or changes with less than seven (7) days advanced notice shall be paid at overtime, as to modified duty hours only.
- ~~D.E.~~ The Chief of Police shall give consideration to seniority and qualifications while exercising the Chief's judgment in assigning employees to special details and job assignments.

ARTICLE 2422

Promotions

Except for promotions to the rank of Captain, the City shall make promotions in accordance with applicable provisions of state statutes unless otherwise provided for in this Agreement; provided, however, the parties may mutually agree to deviate from such statutes as they deem appropriate. Physical exams shall not necessarily be required by the City as a condition for promotion.

Promotional Evaluation Process for Sergeants and Lieutenants

~~I. Purpose and preemption of civil service provisions~~

~~To establish a procedure for a departmental promotional evaluation process for the ranks of police sergeant and police lieutenant. The promotional process will objectively and subjectively evaluate the job related knowledge, skills and abilities of candidates for these ranks and establish a rank-ordered list of candidates for each position. This will be accomplished through a written examination, seniority in grade, and an assessment process.~~

~~These procedures preempt any conflicting provisions of Chapter 143, Local Government Code.~~ MOVED TO THE END OF THIS ARTICLE

II. Method of scoring

- A. The City shall conduct written examinations in accordance with applicable provisions of this Collective Bargaining Agreement. Written examinations shall have a total maximum value of 100 points. Persons scoring less than 70 points on the written examination shall not be permitted to participate in the remainder of the promotional procedure.
- B. The City shall add seniority points to the written examination scores of those candidates who successfully complete the written examination. “Successfully completes” as referenced in this paragraph, shall be defined as a score of 70 points before any seniority points are added. Seniority points shall be for time in grade and shall not exceed 10 points.
- C. The City shall conduct Assessment Center testing, which shall be designed to assess job related skills and abilities necessary for the successful performance of each position as determined by a job analysis. Assessment center testing shall have a total maximum value of 50 points. The results of the Assessment Center testing and scores shall NOT be subject to the appeals process.
- D. The total maximum points for the written exam, seniority, and assessment center shall be 160.

III. Procedure

A. Assessors

1. Nomination. The Chief of Police and the President of the GMPA (or a GMPA representative who is not a candidate for promotion if the GMPA president is a candidate) shall each prepare a list of licensed departmental personnel to be considered as assessors. The lists shall not contain names of any officer who is a candidate for promotion to either sergeant or lieutenant.

The Chief of Police shall also appoint an assessment center administrator from the Police Department ~~Training Division~~ (who is not a candidate for promotion) to co-ordinate and preside over the assessment center.

2. Selection. The Chief of Police and the President of the GMPA shall compare lists and select assessors by utilizing any mutually agreeable process. In the event of impasse the Chief of Police's decision shall be final.

3. ~~Membership~~ Sergeant Assessors. At a minimum, the assessors shall be comprised of the following positions, all of whom must have a minimum of four (4) years of service with the Galveston Police Department:

- a. One Captain (or above rank)
- b. One Lieutenant
- c. Two Sergeants
- d. Two Officers
- e. Additional licensed members of any rank as required

4. Lieutenant Assessors. At a minimum, the assessors shall be comprised of the following positions, all of whom must have a minimum of four (4) years or service with the Galveston Police Department.

- a. Two Captains (or above rank)
- b. Two Lieutenants
- c. Two Sergeants
- ~~a.d.~~ One Officer

5. In selecting assessors, the Chief of Police and the President of the GMPA shall give preference to officers who have demonstrated a sensible and reasonable decision making ability, logical thinking, and professional demeanor.
6. The Chief of Police and President of the GMPA shall select assessors who are representative of departmental personnel with respect to race, gender, and ethnic origin.
7. Selected assessors shall participate in a training seminar on the purpose, methods, and procedures of the assessment process.

8. The Civil Service Director shall appoint a monitor to oversee the assessment process to ensure impartiality. The monitor chosen shall be a member of the Galveston Citizen Police Academy Alumni.

B. Scheduling

1. The Civil Service Director shall schedule candidates taking the assessment center test to appear in a random manner within their respective groupings
2. The time frame to appeal the written test shall be five (5) business days. This will commence at 8:00 AM the day after the written examination has been given, and expiring at 5:00 PM five (5) business days later. Appeals must be filed in writing in the Civil Service Director's office.
3. The Civil Service Director shall not schedule the assessment center until after the appellants, if any, have been heard by the Civil Service Commission and a decision rendered. The assessment center shall be scheduled on or within ten (10) business days after the Civil Service Commission ruling has been handed down.
4. The schedule shall include only those officers who have passed the written exam, along with those officers who the Civil Service Commission has ruled eligible.
5. Assessment center testing will extend over a time period compatible to the number of candidates to be assessed in each classification.
6. Assessment center candidates shall report to the designated testing site no later than the time specified for each candidate. In the event a candidate fails to appear at the testing site at the designated time, the candidate shall be removed from the list of candidates being considered for promotion. In the event an emergency arises in which the candidate cannot appear at the designated time, the candidate shall immediately notify the Chief of Police. In such event, the Chief of Police, at the Chief's discretion may reschedule the candidate if the Chief deems the candidate's absence to be bona fide emergency. Rescheduling will normally be within the designated scheduling period, as specified in Subsection B above.
7. At the conclusion of the evaluation of the candidate at each station, each candidate will be instructed where to proceed.
8. As each candidate completes the assessment process the candidate will be released to return to duty.

C. Evaluation procedure

1. The assessment process shall consist of a minimum of three separate exercises. Additional exercises may be utilized as the Chief of Police deems

necessary to properly assess all skills and abilities defined by a job analysis. A minimum of two (2) assessors shall assess each exercise.

2. Assessors shall evaluate and score each candidate at each exercise station. Assessors shall designate a rating for each candidate based on the dimensions to be assessed at each station. Assessors shall make evaluation notes, for the record, supporting the assessor's rating of each candidate.
3. The Assessment Administrator shall grade the candidate's assessment at the end of each day.
4. Each dimension that shall pertain to job skill or ability will be assigned a numerical weight or percentage based upon the relative importance of the skill or ability as reflected by the job analysis.
5. A job analysis will be conducted for each classification. The job analysis shall be accomplished through a representative survey of incumbents in each classification to determine skills and abilities required for successful performance of those duties within each classification. Examples include, but are not limited to: decision making skills, leadership, management skills, interpersonal skills, speaking and listening skills, and reading and writing skills. The Assessment Administrator shall advise candidates of the skills and abilities being evaluated in each exercise prior to the beginning of each exercise. Examples of exercises include, but are not limited to: interview, role playing, group discussion, and in-basket.
6. Assessors shall rate each candidate's performance of a dimension by using a rating scale of one to five. The scale shall be as follows:

1	--	Poor
3	--	Adequ
5	--	Excelle

2 and 4 -- Fall between the extremes.

7. Additional points will be added to a passing final promotion examination score based on the chart below. Additional points will be awarded only for the highest education degree. Example: A candidate with an Associate's degree, a Bachelor's degree, and a Master's degree will receive additional points for the Master's degree only. For all purposes in this Agreement, college hour credits and degrees must be from an accredited college or universities maintained by the U.S. Department of Education.

<u>Points of Sergeant Examination</u>	<u>Points on Lieutenant Examination</u>
<u>One point for each year of service in rank immediately below sergeant = up to 10</u>	<u>One point for each year of service in rank immediately below lieutenant = up to 10</u>

<u>60 semester (or equivalent) college hours/Associate's Degree = 1</u>	
<u>Bachelor's Degree = 2</u>	<u>Bachelor's Degree = 2</u>
<u>Master's Degree = 3</u>	<u>Master's Degree = 3</u>
<u>Total Maximum Points Allowed = 13</u>	<u>Total Maximum Points Allowed = 13</u>

8. Assessment Administrator shall determine the total points, which shall be a maximum possible total of 50 points, for each candidate as follows:
 - (1) Add the score of each assessor's grade;
 - (2) Divide Number 1 by the number of assessors assessing that particular skill;
 - (3) Multiply the result of Number 2 by the assigned weight value of each dimension.
 - (4) Total the result of all dimensions.
 - (5) Divide the result of Number 4 by ten (10). This result shall be the candidate's final score for the assessment center testing.
9. A candidate may review the candidate's records pertaining to the assessment center testing if the candidate submits a written request to the Civil Service Director no later than the fifth business day after completion of the assessment process for all candidates.
10. The assessment process is considered complete on the date the Civil Service Director posts candidates' final standing. Said list shall be posted no later than close of business on the next business day after the last candidate has appeared before the assessment portion of this process.

~~10.11.~~ The eligibility list shall be in effect for twelve (12) months after the posting of the candidates' final standing.

III. Purpose and preemption of civil service provisions

To establish a procedure for a departmental promotional evaluation process for the ranks of police sergeant and police lieutenant. The promotional process will objectively and subjectively evaluate the job related knowledge, skills and abilities of candidates for these ranks and establish a rank-ordered list of candidates for each position. This will be accomplished through a written examination, seniority in grade, and an assessment process.

These procedures preempt any conflicting provisions of Chapter 143, Local Government Code.

ARTICLE ~~25~~23
Off-Duty Employment

The parties recognize the City reserves the right to approve, disapprove, or restrict off-duty employment of the employees in the bargaining unit.

Employees shall submit a written request through the chain of command for permission to engage in off-duty employment, and shall receive prior approval from the Police Chief, unless impossible due to time constraints. The Police Chief may establish rules and restrictions regulating off-duty employment as a condition for approval thereof, or for continuation of off-duty employment.

The employee shall report any information in connection with off-duty employment that the Police Chief may require.

The City will not administer the off-duty employment policy in an arbitrary or capricious manner.

ARTICLE ~~26~~24
Seniority
(Vacation, Days Off and Promotional Points)

- A. The seniority of employees in the classification of Police Officer shall date from the time of the employee's original appointment as sworn Police Officer, with the Galveston Police Department unless that date is adjusted in accordance with guidelines as defined in Section D below. Employees so appointed on the same day shall have their relative seniority determined on the basis of their position on the Civil Service list for entry appointment. If still the same, their relative seniority will be decided by a toss of the coin.
- B. The seniority of Sergeants and Lieutenants shall date from the time of their most recent certification and promotion to such rank in the classified Civil Service position; however, if an employee is demoted due to reduction in force or a "bump," and promoted within one year from that date, seniority in grade shall be continuous, as though no demotion occurred. Those employees of the same rank so appointed on the same day shall have their relative seniority determined on the basis of their position on the Civil Service eligibility list in their respective examination. If the position of two or more employees is the same, the score on the written portion of the examination shall govern. If the position of two or more employees is still the same, the date of seniority in their previous classification shall govern.
- C. This Article shall supersede any Texas Civil Service Statutes to the contrary. Seniority Points for promotional examinations shall be in-grade as opposed to seniority with the Department. Each employee competing on a competitive Civil Service promotional examination shall receive one (1) point for each full year of seniority within his classification, but never to exceed ten (10) points.
- D. An employee's seniority shall begin anew when the employee resigns or retires and is subsequently rehired.
- E. In the event an employee is reduced to a lower classification, the seniority of said

employee shall be that date originally certified in the lower classification, as adjusted pursuant to Section D.

- F. Seniority of employees within classifications and unit assignment shall determine rights and priorities in selecting regular days off.
- G. The City shall use hire date to compute an individual's vacation time. Longevity date is determined by rounding to the nearest first of the month, one year after the hire date.

ARTICLE 2725

Rules and Regulations

- A. The Association and its members recognize the City has the right to manage and direct the police department. Accordingly, the City specifically reserves the right to formulate departmental policy, rules and regulations, general orders and special orders (hereinafter, "directives").
- B. The Police Chief shall open directives of the police department at least once a year for review by Association representatives. The Association shall be allowed to submit written and verbal comments concerning such directives and the Police Chief shall meet with Association representatives in an open, frank meeting designed to allow meaningful input into such directives that relate to wages, hours or working conditions. The Police Chief shall advise the Association of any addition to directives.
- C. The Civil Service Commission shall approve or adopt police department rules or regulations when it is authorized by statute to do so. The Civil Service Commission shall follow all appropriate procedures in approving or adopting such police department rules or regulations. The City will provide notice to the Association President or individual members directly of the agenda postings for the meetings of the Civil Service Commission. Failure to do so shall not invalidate action taken at an otherwise lawfully posted meeting.
- ~~C.D.~~ The City will provide officers copies of this Agreement, the Civil Service Rules and Regulations, the Galveston Policy Department policy manual, and amendments made from time to time. Officers shall receive these materials in the academy after they are hired, and shall be provided updated during their career by hard copy, email, or other digital transfer as the Chief shall determine is most efficient.
- ~~D.E.~~ All employees shall observe and obey all departmental directives. Violation of departmental directives shall subject employees to disciplinary action including discharge. Normally, employees will receive copies of written directives which they are responsible for following; however, circumstances may arise, which call for notice by way of oral presentations or postings on a bulletin board. Copies are routinely available online. Hard copies are available in the Chief's Office, Training Office, and in the three (3) Commander's offices. GMPA will receive a hard copy of changes.

ARTICLE ~~28~~26

Discipline

- A. Disciplinary matters shall not be subject to any of the terms of this Agreement. Any appeals of disciplinary decisions of the City shall comply with the requirements of the Texas Fire Fighters' and Police Officers' Civil Service Act, Chapter 143, Local Government Code, also referred to as the state civil service law; provided, however, an employee and the Police Chief may mutually agree to conduct any or all disciplinary hearings in private without regard to the requirements of the state civil service law.
- B. Hearing examiners selected pursuant to the state civil service law shall be members of the National Academy of Arbitrators and shall be presented by the American Arbitration Association.
- C. The state civil service law is amended to allow employees to waive appeals to the civil service commission or the hearing examiner for suspensions of one (1) day to fifteen (15) days in the same manner as waivers of appeals for suspensions from sixteen (16) days to ninety (90) days are allowed pursuant to Chapter 143.052(g), Local Government Code.
- D. Removal of Discipline: All retention or removal of records shall be pursuant to Chapter 143 of the Texas Local Government Code.

ARTICLE ~~29~~27

Political Activities

Employee involvement in political activities shall be in compliance with the appropriate federal and state laws and City Charter provisions. This Article shall not be limited by any rule or regulation. However, employee leave of absence or other appropriate involvement in political activities shall be subject to mutual agreement with the City Manager or designee. Such agreement shall be based on fair and impartial terms.

ARTICLE ~~30~~28

Non-Discrimination

The provisions of this Agreement shall be applied equally to all employees without discrimination in accordance with applicable laws. The parties agree not to coerce, discriminate, intimidate, threaten, or use any other means to compel a non-Association employee to join the Association. Enforcement of this clause shall not be pursuant to the grievance procedure.

ARTICLE ~~31~~29

Management/Labor Committee

The parties shall designate two (2) representatives each to serve on a management/labor committee. This committee shall meet as needed at times and places mutually agreeable to the parties to discuss matters of mutual concern. Either party may cancel a scheduled meeting with adequate notice to the other party. At a reasonable period prior to the meeting either party may present a written list of issues to be discussed at the meeting. Within fifteen (15) calendar days of the meeting the Police Chief shall confirm in writing any issues that were agreed upon by the

parties during the meeting.

Such discussion shall not be tantamount to, or an extension of, the contract negotiation process but shall be for the purpose of encouraging productive relations between the parties and the improvement of police services to the community. The parties may mutually agree to expand the number of representatives on this committee.

ARTICLE 3230

Texas State Civil Service Statute Override

The terms of this Collective Bargaining Agreement shall supersede any inconsistent or conflicting statutory provisions such as the Fire Fighters' and Police Officers' Civil Service Act, Chapter 143, Local Government Code, whether or not such override is specifically referred to in any Article of this Agreement.

ARTICLE 3331

Police Officer Bill of Rights

- A. Employees being questioned by the City as an object of an investigation which a reasonable person could believe will lead to discharge or criminal prosecution shall be entitled to the following privileges, insofar as feasible under the circumstances, upon the request of the employee:
1. Questioning at a police station during regular duty hours unless another location is warranted by the facts;
 2. A complaint against an officer must be in writing, and either sworn or sufficiently authenticated by the complainant to serve as an official act, and it may be done on-line with a signature. Anonymous complaints may proceed after an officer in the Galveston Police Department has done a credibility determination, and the officer may initiate the complaint based on the results of the process. Such credibility determination shall be reduced to writing and provided to the officer with the complaint;
 - a. Not less than 48 hours' notice prior to an interview, unless an emergency would make compliance impractical, an officer shall be provided with the following;
 - A copy(ies) of the statement/affidavit/complaint that serves as the basis for the complaint by the complainant at the time of notification;
 - Notice of any other allegations or charges being investigated as a part of the investigations;
 - Notice of the date and time of the interview;
 3. A notice of allegations may be amended after the initial notice(s) upon compliance with these same provisions as to any new allegations, and forty eight (48) hours prior to any follow up interview

4. An investigator may interrogate a police officer about events or conduct reported by a witness who is not a complainant without disclosing the name of the witness if notice was provided in accordance with #3 above.
 5. Within thirty (30) days after the opening of the investigations, the officer shall be provided with any additional investigative materials, and may requests a follow up interview if the initial interview has been completed. The employee shall be afforded the opportunity to review the completed investigation in the event there are sustained allegations that may result in discipline;
 6. This Article does not apply to an on-the-scene investigation that occurs immediately after an incident being investigated if the limitations of this Article would unreasonably hinder the essential purpose of the investigation or interrogation;
 7. Right to the presence of a representative of the officer's choice during questioning if so requested by the officer;
 8. Notice of legal rights which must be afforded persons accused of criminal conduct, as required by law;
 9. Copy of the employee's written or recorded statement derived from questioning if signed by the employee;-
 10. No more than thirty (30) days on administrative leave unless a criminal investigation has been started, or if allegations are under review by the District Attorney's office, or is reasonably foreseeable as determined by the Chief, or if the alleged misconduct is inconsistent with the exercise of the police officer's duty or supervision of other officers (for instance, retaliations, sexual harassment, improper influences, and the like). If the Chief denies return to duty status under this provision, the reasons shall be documented in the investigative file and the officer shall be provided written notice that an extension was granted pursuant to this Article.
- B. This Article shall in no way infringe upon the Employer's right and power to fully investigate matters it deems appropriate.
- C. This Article shall in no way infringe upon the Employer's right and power to discipline employees. Any violation of the officer's rights guarantees above shall be evaluated on appeal, by the Commission or Arbitrator, and shall only affect discipline if the officer's substantive rights have been adversely affected by the procedural mistakes in the investigation.
- D. If the Employer violates any of the provisions of this Article, such violation shall not affect the disciplinary action by the Employer unless such action was based solely upon facts derived from the violation of this Article.
- E. _____ Employees shall have the right to request an independent polygraph operator at City expense should the City order an employee to take a polygraph exam. The City shall request a complaining witness to take a polygraph exam before requiring an employee to

take one, however, the City shall not be prohibited from requiring a polygraph from an officer in any instance where physical or mental incapacity or death of the complaining witness prevents same.

E.F. While on administrative leave, employees shall be within forty (40) miles from the Galveston Police Headquarters, or able to report within two (2) hours if their primary residence is beyond that radius. Officers must remain readily reachable by phone, but may not otherwise be confined to their domicile during regular duty hours, unless specifically ordered by the Chief.

ARTICLE 3432

Maintenance of Certain Standards

The following standards, privileges, and working conditions enjoyed by the City of Galveston Police Officers at the present time shall not be changed during the duration of the Agreement.

- A. Personal vehicle mileage allowance.
- B. Travel expense allowances (meals and lodging).
- C. Police Liability Insurance.
- D. Liability Insurance for Police Motorcycles.
- E. Provide gasoline at City Garage for Motorcycles

ARTICLE 3533

Police Reserve Force

A. Purpose

Because of an increasing population in Galveston brought about mainly by the welcome influx of visitors the City Police Department has an ever increasing work load. A Police Reserve Program, which shall utilize non-paid regular officers to act in the capacity of a reserve police force will help supplement the Police Department in case of emergencies, special events, and during normal working hours. The Police Reserve Program will help create a more capable and well-trained reserve force within the Galveston Police Department. The parties have further agreed that the City may use paid reserve officers as set forth in one of the sections herein.

B. Method

The main duties and responsibilities of the Reserve Force shall be to assist the regular Police force on a continuing basis as well as during emergencies and special events. The Reserve Force shall perform general police duties that will provide a more stable, efficient and time-conserving police organization. In most circumstances, the Police Reserve Force will be employed in support of, and under the direct supervision of the Patrol Division of the Galveston Police Department. Total authorized strength of the Entry Level Reserve Force shall not exceed the duty strength of the regular Patrol Division.

C. **Requirement for appointment**

The following are minimum requirements of individuals in the Police Reserve Force:

1. Successful Completion of required “Basic Peace Officer” academy.
2. Successful completion of TCOLE Licensing Examination.
3. Basic License issued by Texas Commission on Law Enforcement Officers Standards and Education (TCOLE).
4. Successful completion of all processing required by the Galveston Police Department.

D. **Official designations and qualifications**

1. **Non-Paid Retired Reserve Officer**

Non-paid retired reserve officers must have a minimum of twenty (20) years’ experience in the Galveston Police Department and be in possession of an honorable retirement certificate. Non-paid retired reserve officers must enter the reserve program immediately upon retiring from the Galveston Police Department. Non-paid retired reserve officers may not be on medical or disability retirement, and must maintain the minimum qualifications of the Reserve Force.

2. **Non-Paid Entry Level Reserve Officer**

“Non-paid entry level reserve officers” shall be defined as individuals who meet the following requirements:

- (1) Meet or exceed all TCOLE standards that are applicable to regular Texas peace officers; and,
- (2) Meet or exceed all Galveston Police Department standards; and,
- (3) Granted by the Chief of Police a non-paid position with the Galveston Police Department.

Non-paid entry level reserve officers are not considered to be in retirement status from the Galveston Police Department. The City of Galveston will normally use non-paid entry level reserve officers to augment the uniformed personnel of the Police Department.

All non-paid entry level reserve officers shall meet all requirements established for entry level regular police officers.

E. Honorary Reserve Officers

“Honorary reserve officers” shall be defined as individuals to whom the Chief of Police grants a non-paid position because of the individual's voluntary service rendered to the Galveston Police Department. Such voluntary service shall be service that is generally not within the scope of a law enforcement officer or criminal justice professional. Honorary reserve officers shall not be in the chain-of-command, shall not have any enforcement authority, and shall not be in uniform or placed in a “duty” position with the regular Galveston police force.

Examples of “Honorary” positions may include, but shall not be limited to the following:

1. Departmental Chaplain
2. Departmental Surgeon
3. Departmental Scholar
4. Departmental Veterinarian
5. Departmental Advisor

F. Requirements after appointment

1. Participants will provide the Department with their name, current address, phone number, social security account number, the name of a person to notify in case of emergency and such other information as the Department may require from time to time.
2. Participants shall serve in a “Non-Civil Service” status.
3. Participants will be appointed and/or removed from the Reserve Forces at the sole discretion of the Chief of Police.
4. Participants must work a minimum number of hours based on the following criteria:
 - a. Non-paid Retired Status
 1. Eight (8) hours per month; or,
 2. Ninety-six (96) hours per year upon prior approval of the Chief of Police.
 - b. Non-paid Entry-Level Status
 1. Sixteen (16) hours per month; or
 2. One hundred ninety-two (192) hours per year upon the prior approval of the Chief of Police.
 - c. There are no minimum requirements for non-paid honorary status.
5. A member of the Retired Reserve or the Entry Level Reserve may be compensated for hours worked in excess of the minimum required to maintain their reserve status, subject to the limitations in this section. Such compensation will be at an hourly rate of pay established by the chief of Police and paid as a contract worker. However, such reserve officer must be current for the required hours for any month in which such compensation is paid, and any hours for which a reserve receives

such compensation shall not then be applied toward a future monthly/annual premium number of hours. Such hours shall not normally be in excess of 30 hours per week. The Chief's authority to approve personnel under this section is limited to:

- a. Additional staffing for beach party week-end and Mardi Gras;
 - b. Additional staffing for security at the following specific facilities:
 - 1. City Hall
 - 2. Public Safety
 - 3. Airport and the adjoining complex
 - 4. Water and sewer facilities
 - c. Situations involving threat based security enhancement with the approval and consent of the President of the GMPA.
 - d. The City may pay a rate of compensation for any City sponsored event, any event at a City facility, Ferry Landing, Pelican Island Bridge, or other security detail which is paid by or through the City, which is less than or equal to outside law enforcement personnel hired for such events, if the position has been previously offered to and not filled by a regular full-time employee(s). For purposes of this section, a position shall be considered "unfilled" if not accepted by a regular full-time within 72 hours of the announcement of the assignment. For all other paid reserve time under this article, they shall be limited to paying less than the hourly rate for a Police Officer I.
6. Members of the Reserve Force shall make themselves available when the Chief of Police deems it necessary to have additional police officers in order to preserve the peace and enforce the law. An individual's "primary occupation" will take precedence and exact prior consideration, as long as it does not interfere with his assignment as a member of the Reserve Forces and utilization by the Galveston Police Department.
7. Members of the Reserve Force must meet or exceed all qualifications as established by the Chief of Police, including but not limited to the following:
- 1. Physical Capabilities
 - 2. Mental Capabilities
 - 3. Educational Standards
 - 4. Annual Firearms Qualifications
 - 5. Moral and Ethical Standards
8. Except those reserve officers classified as "Honorary" all reserve officers shall serve in full uniform unless otherwise instructed by the Office of the Chief of Police. All reserve officers, including "Honorary" must pass inspection and be in possession of all necessary equipment. Each reserve officer, including "Honorary"

shall be responsible for replacement of any personal equipment that is in need of replacement. Such replacement shall be at the reserve officer's expense and cost.

9. Reserve officers shall act in a supplementary capacity only and at no time shall reserve officers assume the full time duties of a regular police officer unless an individual reserve officer is selected and hired from the eligible list established pursuant to the regular hiring process for the Galveston Police Department, and unless such individual reserve officer is hired as a paid Galveston police officer. Upon such event, the individual shall no longer be a member of the Reserve Force.
10. Members of the Reserve Force, except "Honorary" shall possess at least one (1) complete uniform including all necessary equipment. Such members shall wear and display only the badge and identification authorized and issued by the Galveston Police Department.
11. All reserve officers shall be subordinate to all officers of the regular police force. Even though the rank of the retired officers will be recognized and respected such reserve officers shall have no command authority over any member of the regular force.
12. All reserve officers shall successfully complete a training course as set forth by the Chief of Police and all reserve officers must pass all academic standards required by that course. All reserve officers must participate in the bi-annual Police Officer Survival Training as directed by the Chief of Police.
13. Reserve officers shall complete all arrests and reports initiated by such reserve officers, including attending court appearances as necessary.
14. All reserve officers shall comply with and abide by the Galveston Police Department Rules, Policies, and Procedures Manual.

G. Required TCOLE documentation

All members of the Reserve Force shall comply with then current requirements pertaining documentation required by TCOLE.

H. Reserve Officer Benefits.

The following retired officer shall be grandfathered: Dallas Adams, Howard Picard, and Boyd Swindale. These individuals shall remain in the reserve health benefits program as long as they remain eligible.

ARTICLE ~~36~~34
Employee Drug Testing

Section 1. Findings and Adoption.

- A. It is agreed that efficiency and safety in the work place is necessary and required in

order to carry out the mission of the Police Department. Therefore, it is understood that the use of alcohol, drugs, or other controlled substances by members of the bargaining unit without proper prescription or other authorization including while on duty or in the work place is detrimental to the operation of the Department and is clearly prohibited by this Agreement and the rules and regulations of the Galveston Police Department. Prohibited substances include those listed in Part III, Sections 3.0 through 3.3 of the City of Galveston Drug and Alcohol Prevention and Testing Program. It is further agreed that the parties will work toward development of a program of awareness and education of the danger and effects of drug and alcohol abuse.

- B. The City and the Association agree that Police Officers may be called upon in hazardous situations without warning, and that it is imperative to the interest of the Police Officers and the public to ensure that no Police Officer is substance impaired. As described in the drug impact statement for the Police Department in the City of Galveston Drug and Alcohol Prevention and Testing Program.
- C. The City and the Association agree that Police Officers who abuse alcohol and drugs represent a significantly greater threat to the health and safety of themselves, their colleagues, and the public than do employees who do not respond to hazardous situations without warning. Duties and circumstances in the Galveston Police Department which are factors in this context include the actual or potential duty for Police Officers of every rank to operate city vehicles, regular service in “high class” positions, including supervision of other personnel, and the actual frequent occurrence of periods of unsupervised duty. In addition, it is recognized that Galveston Police Officers are regularly required to react to unusual or dangerous circumstances which may put the Police Officer and/or citizens at risk.; and, on balance, the City and the Association find that drug use by each Police Officer in all existing classifications and assignments can impair judgment and behavior so significantly that serious injury or death may result.
- D. The City and the Association agree based on the findings mentioned above, that the need to deter and prevent a substantial harm provides the necessary immediacy for the imposition of a mandatory drug testing program. In order to further their joint interest in protecting Police Officers and the public, the City and the Association agree to both mandatory random drug testing and reasonable suspicion or “For Cause” testing as described in the City of Galveston Drug and Alcohol Prevention and Testing Program. The City and the Association have bargained this provision in good faith, with a reasonable belief in its legality under the law, and the Association will not bring or sponsor any legal challenge to the Program excluding a challenge for failure to properly implement or administer the Program. Both parties recognize and agree that this Agreement cannot and is not intended to waive any employee’s constitutional rights should an employee challenge the Program in court, the City agrees to defend the Association from any claim brought against the City and the Association, absent any conflict of interest, from any claim of violation of the employee’s constitutional rights arising from the implementation of the Program. Should any such challenge be successful, the parties agree to immediately meet to revise this procedure as needed to comply with the

constitutional rights of employees covered by this Agreement.

- E. The City and the Association agree that the City of Galveston Drug and Alcohol Prevention and Testing Program (herein after referred to as “City Drug Program”), shall apply to all bargaining unit employees.

Section 2. Reasonable Suspicion Testing and Random Testing

- A. In the police profession, there exists the requirement that all personnel be on a 24-hour call out status for emergency situations. Therefore, department employees shall not possess or ingest any controlled substance or dangerous drug, whether on or off duty, unless the substance has been legally prescribed to the employee by a person licensed to do so.
- B. For the purpose of determining violations of law or of this provision, all employees, regardless of rank or position, shall be subject to “for cause” testing under the City Drug Program.
- C. Random Testing
 - 1. One Hundred percent (100%) of Police Officers of all ranks, including the Chief, shall be susceptible to mandatory testing for illegal drugs and controlled substances on a fair and impartial statistical basis at the City’s expense under the City Drug Program. The fair and impartial statistical basis (in which each employee has an equal chance of being selected during the calendar year) shall be by a non-discriminatory computerized program operated and certified as a non-discriminatory by an independent firm hired by the City.
 - 2. Upon notice of selection for random testing, the employee shall provide a urine sample, and a breath sample if requested in accordance with the City Drug Program.
- D. Any employee or probationary police officer who fails to appear for, or refuses to submit to urinalysis, or other clinical or non-clinical analysis procedures, at the time and place designated by the Department shall be subject to disciplinary action which may include discharge from the Department under Section 7.0 of the City Drug Program.
- E. Any applicant who refuses to submit to urinalysis, or other clinical or non-clinical analysis procedures, at the time and place designated by the Department shall automatically terminate the hiring process.

Section 3. Testing Guidelines

The implementation of employee drug testing will ultimately result in administrative review and disciplinary action involving employees who test positive in the final confirmatory test. The City Drug Program will apply when determining the disciplinary action to be taken.

Section 4. Threshold Levels

The parties have agreed that the threshold levels in the City Drug Program for covered employees shall apply.

Section 5. Testing Procedures

The drug testing procedures will be administered as outlined in the City Drug Program.

Section 6. Confidentiality

All records pertaining to the department required drug tests shall remain confidential to the extent allowed by law, unless offered in evidence in a disciplinary appeal. Drug Test results and records shall be stored in a locked file in the Human Resource office. No access to these files shall be allowed without written approval of the Police Chief or the Police Officer. In a grievance hearing, lawsuit or other action involving the employee, the employer may release relevant information to the decision-maker, and to those who need to know the information to assist with the case. Such information may also be released to representatives from state or federal agencies when required. The confidentiality provisions in Part III, Section 12.0 of the City Drug Program shall also apply.

Section 7. Rehabilitation and Treatment for Substance Abuse

- A. The parties have these joint objectives in the Section of the Agreement:
 - 1. To deter and prevent substantial harm to Police Officers and the public;
 - 2. To create disincentive for the use and abuse of substances; and
 - 3. To provide a means, together with incentive, to seek and obtain treatment and rehabilitation for any employee who is involved in substance abuse.
- B. Any employee who voluntarily seeks rehabilitation as provided in Part V, Section 3.0 of the City Drug Program shall be entitled to the same leave and benefits that are otherwise applicable under leave policies and the existing coverage definitions in Health Benefits program. An employee entitled to rehabilitation and treatment is not exempted from disciplinary action for violation of other rules and regulations of the department (e.g. off duty DWI, regulations concerning leave, etc.)

Section 8. Association Representation of Members

While it is understood that the Association is unequivocally opposed to the use of alcohol or drugs in the workplace as well as, the abuse of such substances under any condition and further agrees to cooperate toward the prevention of such abuse and strongly supports the prohibition of the use of drugs or alcohol in the workplace and the proper enforcement of the Department's rules and regulations, the Association, retains the right to fairly and properly represent any aggrieved member of the bargaining unit by reason of the application of this Article, including but not limited to what the Association may consider as unwarranted or unreasonable investigation, search or the imposition of discipline.

Any employee receiving disciplinary action under Article 36 may appeal that action in accordance with the procedures outlined in the applicable Civil Service Law.

ARTICLE ~~37~~ 35
Impasse Procedures

A. Mediation

The parties will make a meaningful effort to settle matters arising from negotiations through the bargaining process and will only resort to subsequent third party neutral proceedings after they have exhausted all avenues of mutual agreement available to them. If an impasse in negotiations results after full and complete negotiations, either party or both parties may request the services of a mediator from the Federal Mediation and Conciliation Service. The mediator shall have no other authority than to attempt to help the parties to arrive at a mutually agreeable settlement. The mediator shall be responsible for determining whether or not the parties have indeed arrived at an impasse in bargaining. If the mediator has any reason to believe the parties are not at a true impasse in bargaining, the mediator shall have the responsibility to remand the parties to further negotiations in an attempt to resolve differences between them. If the mediator is convinced that the parties have arrived at a bona fide impasse in negotiations, the mediator shall certify such fact to these parties who then have the following options open to them:

B. Fact Finding

1. If after mediation, settlement has not been reached between the parties concerning negotiable issues which were subject to mediation, then either party may, by written notification to the other, request the remaining unresolved matters be submitted to a fact finding panel.
2. The fact finding panel shall only be presented with unresolved issues that were subject to the mediation process. Within five (5) days of receipt of the written request for Fact Finding, the parties shall request a list of seven (7) qualified neutrals who shall be active members of the National Academy of Arbitrators from the Federal Mediation and Conciliation Service. Each party shall alternately strike three (3) names from the list.

The parties shall determine who shall strike first by a coin toss. The remaining individual shall be designated the fact finder. The Employer shall be responsible for appointing an additional fact finder to represent its interests and the Association shall be responsible for appointing an additional fact finder to represent its interests. The three (3) fact finders shall then constitute the Fact Finding panel. The hearing shall be conducted within sixty (60) days unless mutually extended by the parties.
3. The parties shall exchange written final offers on each remaining unresolved issue no later than ten (10) calendar days before the date of the Fact Finding hearing. The Fact Finding panel shall be served a written copy of the parties' final offer on each outstanding unresolved bargaining matter within five (5) calendar days before the date of the hearing.
4. The fact finding panel shall only have jurisdiction to consider issues involving mandatory subjects of negotiations.

5. The fact finders shall establish dates and places of hearings. The hearings shall be closed to the public. The fact finders shall afford all parties full opportunity to examine and cross-examine witnesses and to present evidence pertinent to the dispute, including briefs in support of their respective cases.
6. The fact finders shall conduct the hearings and render their decision with the objective of achieving a prompt, peaceful and just settlement of disputes. The factors which must be given weight by the fact finders in arriving at a recommended decision shall be:
 - (a) Comparison of total compensation of police officers in cities of a comparable nature;
 - (b) Relevant cost of living information;
 - (c) Overall compensation and fringe benefits presently received by employees involved; the interest and welfare of the public including financial ability of the City;
 - (d) Fiscal responsibility of the City; and economic and non-economic impact of the various offers upon present or future levels of service or programs provided by the City to its citizens and other City employees;
 - (e) The hazards of employment; physical, educational and mental qualifications; and job training and skills required of Galveston police officers.
7. The fact finders shall consider each argument and all evidence presented by the parties and address them in a well-reasoned, professionally written "Findings of Fact and Recommendations" to resolve the dispute. The fact finders shall serve its written decision on both parties not more than thirty (30) days from the conclusion of the hearings or submission of briefs, whichever occurs later.
8. Within fifteen (15) days after receipt of the "Findings of Fact and Recommendations," each party shall notify the other in writing whether they accept any of the recommendations of the fact finders. If the parties do not accept the recommendations of the fact finders, they shall attempt to settle the dispute. If no settlement has been reached after thirty (30) days from the receipt of the notice by either party rejecting the recommendations, then the fact finders' "Findings of Fact and Recommendations" shall be published by either party.
9. Within three (3) days after the Findings of Fact and Recommendations are published, the party rejecting a recommendation shall publicize through a detailed written document each reason for rejecting the recommendation of the Fact Finding panel.
10. All costs of Fact Finding shall be borne equally by the parties involved in the dispute, except costs for the parties' respective representatives and witnesses.
11. If within ten (10) days after the recommendations have been made public the parties have not agreed to a contract, unresolved issues shall, at the request of either party, be submitted to a referendum election according to the following procedure, which

shall be binding on the parties:

- (a) The election shall be held on the first date permissible under state law.
- (b) The party rejecting the fact finder's recommendations shall pay three-fourths (3/4) of the cost of the referendum. If both parties reject any recommendations, each shall pay one-half (1/2) of the costs.
- (c) Each party shall be entitled to submit two (2) and only two (2) unsettled issues and rebuttals thereto to the voters. The existing contract shall, therefore, be changed only by the outcome of the referendum issues and prior agreements reached by the parties.
- (d) Civil Service laws shall not be subject to referenda.
- (e) The referendum shall be conducted in a cost-efficient manner.
- (f) The ballot shall include only the caption of the unresolved issues or rebuttals being submitted by a party to referendum. The ballot shall require the voter to cast his or her vote FOR the Association's issue or FOR the City's issue on each ballot proposal.
- (g) Only unresolved issues submitted to Fact Finding shall be submitted to a referendum.
- (h) All unresolved issues and rebuttals submitted to referendum shall be reduced to writing. The parties shall provide each other with the exact contract language to be amended by the unresolved issue or rebuttal at the time that the party or parties request Fact Finding or referendum. However, the parties may mutually agree to amend their exact contract language issues or rebuttals.

C. Citizen Voter Participation

Parties hereto agree that for the duration of this contract no effort will be made by the Association or bargaining unit employees to require the City to conduct a referendum or otherwise provide for citizen voter participation as a method of resolving outstanding issues between the City and the Association or bargaining unit employee.

ARTICLE 3836 **Closing Statements**

A. Full and Final Scope of Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining regarding the employees covered by this Agreement and that the understandings and agreements arrived at by the parties hereto, after expiration of that right and opportunity, are fully set forth in this Agreement. Therefore, the City and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though the subject may or may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. Stability of Agreement

No agreement, understanding, alteration or variation of this Agreement's terms or provisions herein contained shall bind the parties unless made and executed in writing by the parties hereto. A failure of the City or employees to insist in any one or more instance upon performance of any terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the City or the employees to future performance of any such term or condition, and the obligations of the City and employees to such future performance shall continue in full force and effect.

C. Savings Clause

Should any provision of this Agreement be found to be inoperative, void and invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

ARTICLE ~~39~~37
Duration of Agreement

This Agreement shall be effective from date of execution until September 30, 20~~23~~19. Thereafter, it shall continue until a new agreement is reached or is settled pursuant to the terms of **Article 3~~5~~7**, "Impasse Procedure".

CITY OF GALVESTON

GALVESTON MUNICIPAL
POLICE ASSOCIATION

Brian Maxwell, *City Manager*

Geoffrey Gainer, *President*

Date: _____

Date: _____

Approved as to Form:

Donald Glywasky, *City Attorney*

Vernon Hale, *Chief of Police*

Kent Etienne, *Human Resources Director*

EXHIBIT A

Department	PO (Entry)	PO (Mid)	PO (Max)	Sgt. I (Entry)	Sgt. (Mid)	Sgt. (Max)	Lt. (Entry)	Lt. (Mid)	Lt. (Max)
GPD	\$50,505	\$60,027	\$69,550	\$75,561	\$77,631	\$79,700	\$87,533	\$88,954	\$90,375
Pearland	\$59,670	\$71,365	\$83,060	\$84,891	\$91,852	\$98,813	\$101,869	\$106,517	\$111,164
League City	\$58,944	\$70,442	\$81,940	\$83,768	\$89,406	\$95,044	\$97,530	\$102,637	\$107,744
Texas City	\$51,626	\$64,739	\$77,854	\$84,074	\$84,967	\$85,862	\$89,274	\$89,274	\$89,274
Baytown	\$62,844	\$75,154	\$87,464	\$95,678	\$98,606	\$101,533	\$112,163	\$114,429	\$116,695
Corpus Christi	\$52,416	\$65,064	\$77,712	\$79,680	\$84,906	\$90,132	\$91,944	\$94,554	\$97,164
San Marcos	\$57,163	\$68,337	\$79,511	\$80,790	\$85,897	\$91,003	\$101,007	\$108,220	\$115,432
Galveston Co	\$41,453	\$51,495	\$61,538	\$69,624	\$71,387	\$73,149	\$78,773	\$78,773	\$78,773
South Padre	\$39,574	\$44,759	\$49,945	\$54,300	\$61,414	\$68,529	\$62,583	\$70,783	\$78,982
Market Average	\$52,961	\$63,919	\$74,878	\$79,100	\$83,554	\$88,008	\$91,893	\$95,648	\$99,403
Difference \$	\$2,456	\$3,892	\$5,328	\$3,540	\$5,924	\$8,308	\$4,360	\$6,695	\$9,029
Variance	4.64%	6.09%	7.12%	4.47%	7.09%	9.44%	4.74%	7.00%	9.08%



EXHIBIT B

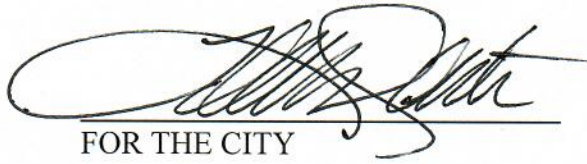
Police Collective Bargaining Salaries Effective October 1, 2019 - September 30, 2023

Pay		2018-2019 Actual	2020 Proposed (Jan)	2020-2021 Proposed	2021-2022 2022-2023	
Grade	Classification				Reopen	TBD (+2% floor)
6018	Police Officer I Sworn until 1 year	\$ 50,504.66 \$ 4,208.72 \$ 1,942.49 \$ 24.28 \$ -	\$ 52,961.12 \$ 4,413.43 \$ 2,036.97 \$ 25.46	\$ 54,020.34 \$ 4,501.70 \$ 2,077.71 \$ 25.97		
6019	Police Officer II (1 to 3 years)	\$ 55,439.91 \$ 4,620.00 \$ 2,132.30 \$ 26.65 \$ -	\$ 57,344.51 \$ 4,778.71 \$ 2,205.56 \$ 27.57	\$ 58,491.40 \$ 4,874.28 \$ 2,249.67 \$ 28.12		
6020	Police Officer III (3 to 5 years)	\$ 58,808.28 \$ 4,900.69 \$ 2,261.86 \$ 28.27 \$ -	\$ 61,727.89 \$ 5,143.99 \$ 2,374.15 \$ 29.68	\$ 62,962.45 \$ 5,246.87 \$ 2,421.63 \$ 30.27		
6021	Police Officer IV (5 to 7 years)	\$ 61,907.34 \$ 5,158.95 \$ 2,381.05 \$ 29.76 \$ -	\$ 66,111.27 \$ 5,509.27 \$ 2,542.74 \$ 31.78	\$ 67,433.50 \$ 5,619.46 \$ 2,593.60 \$ 32.42		
6022	Police Officer V (7 to 10 years)	\$ 65,367.52 \$ 5,447.30 \$ 2,514.14 \$ 31.43 \$ -	\$ 70,494.66 \$ 5,874.55 \$ 2,711.33 \$ 33.89	\$ 71,904.55 \$ 5,992.05 \$ 2,765.56 \$ 34.57		
6023	Senior Police Officer (10 years +)	\$ 69,549.93 \$ 5,795.82 \$ 2,675.00 \$ 33.44 \$ -	\$ 74,878.04 \$ 6,239.84 \$ 2,879.92 \$ 36.00	\$ 76,375.60 \$ 6,364.63 \$ 2,937.52 \$ 36.72		
6030	Sergeant	\$ 75,560.78 \$ 6,296.73 \$ 2,906.18 \$ 36.33 \$ -	\$ 79,100.47 \$ 6,591.71 \$ 3,042.33 \$ 38.03	\$ 80,682.48 \$ 6,723.54 \$ 3,103.17 \$ 38.79		
6031	Sergeant II (3 to 6 years)	\$ 79,700.35 \$ 6,641.70 \$ 3,065.40 \$ 38.32 \$ -	\$ 83,554.21 \$ 6,962.85 \$ 3,213.62 \$ 40.17	\$ 85,225.29 \$ 7,102.11 \$ 3,277.90 \$ 40.97		
6032	Sergeant III (6 years +)		\$ 88,008.07 \$ 7,334.01 \$ 3,384.93 \$ 42.31	\$ 89,768.23 \$ 7,480.69 \$ 3,452.62 \$ 43.16		
6041	Lieutenant	\$ 87,532.58 \$ 7,294.39 \$ 3,366.64 \$ 42.08 \$ -	\$ 91,892.72 \$ 7,657.73 \$ 3,534.34 \$ 44.18	\$ 93,730.57 \$ 7,810.88 \$ 3,605.02 \$ 45.06		
6042	Lieutenant II (3 to 6 years)	\$ 90,374.58 \$ 7,531.21 \$ 3,475.95 \$ 43.45	\$ 95,648.12 \$ 7,970.68 \$ 3,678.77 \$ 45.98	\$ 97,561.08 \$ 8,130.09 \$ 3,752.35 \$ 46.90		
6043	Lieutenant III (6 years +)		\$ 99,403.39 \$ 8,283.62 \$ 3,823.21 \$ 47.79	\$ 101,391.46 \$ 8,449.29 \$ 3,899.67 \$ 48.75		

TENATIVE CONTRACT AGREEMENT AGREED TO BY BOTH PARTIES:


FOR THE ASSOCIATION

Geoff Griner


FOR THE CITY

8/8/19
DATE

8/8/19
DATE

RESOLUTION NO. 19-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, AUTHORIZING THE RESALE OF TAX FORECLOSED PROPERTIES, PROVIDING THAT SUCH RESALE OF SAID PROPERTIES ARE THE RECOMMENDATIONS OF THE GALVESTON TAX FORECLOSED PROPERTY RESALE COMMITTEE; THAT THE PROPERTIES ARE TO BE OFFERED FOR PUBLIC SALE BY THE GALVESTON COUNTY SHERIFF WHO HAS THE AUTHORITY TO EXECUTE A TAX RESALE DEED ON BEHALF OF THE CITY AND ALL TAXING ENTITIES MADE A PARTY TO THE TAX FORECLOSURE JUDGMENT; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to judgments entered by the District Courts of Galveston County, Texas, certain properties were offered at sheriff sale for delinquent taxes under the decree of the Courts pursuant to Tax Code §34.01;

WHEREAS, some of these properties were not purchased by third parties at the sheriff sale; and

WHEREAS, by operation of law under Tax Code §34.01 properties not purchased by third parties are struck off at the sheriff's sale and become owned by the City of Galveston, as Trustee for itself and all taxing entities made a party to said judgments; and

WHEREAS, pursuant to an Interlocal Agreement between the City of Galveston, Galveston Independent School District, Galveston College, Galveston County and Galveston County Navigation District No. 1, the Galveston Tax Foreclosed Property Resale Committee has recommended that these struck off properties be offered for sale to the public by the Galveston County Sheriff as authorized by Texas Tax Code Ann. §34.05; and

WHEREAS, the Galveston Tax Foreclosed Property Resale Committee recommends that struck off properties be offered at sheriff sale for a minimum bid equal to the minimum bid of the previous sheriff sale, less twenty percent (20%); and

WHEREAS, struck off properties shall continue to be offered at sheriff sale until they are sold, with the minimum bid being reduced for each successive sheriff sale by twenty percent (20%) from the previous minimum bid;

WHEREAS, the City Council of the City of Galveston, Texas, deems it in the public interests to authorize the resale of the properties through the Galveston County Sheriff's Sale which draws a larger pool of prospective buyers and which could lead to increased sales and to have the properties back on the tax roll and into productive use in the community.

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, Texas, does hereby authorize that previously foreclosed (struck off) properties be offered for auction to the public by the Galveston County Sheriff and that the Galveston County Sheriff is hereby authorized to execute a tax resale deed on behalf of this entity conveying all right, title and interest of City of Galveston, along with all other taxing units' interest in the tax foreclosure judgment in all struck off properties located in the City of Galveston, Texas;

SECTION 3. The City Council of the City of Galveston, Texas, does hereby authorize the Galveston County Sheriff to continue offering struck off properties at sheriff sale at the direction of the City of Galveston's delinquent tax attorneys until they are sold to third parties, with the minimum bid being reduced for each successive sheriff sale by twenty percent (20%) from the previous minimum bid;

SECTION 4. The City Council further directs the City Secretary to send a certified and true copy of this Resolution to delinquent tax attorney Mark E. Ciavaglia with the law firm of Linebarger Goggan Blair & Sampson, LLP at 518 – 9th Avenue North, Texas City, TX 77590.

SECTION 5. This Resolution shall be effective upon its passage and renewal.

APPROVED AS TO FORM:

DONALD S, GLYWASKY
City Attorney

I, Janelle Williams, Secretary of the City Council of the City of Galveston, Texas, 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 22nd day of August, 2019, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribed my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2019.

Secretary for the City Council
of the City of Galveston

RESOLUTION NO. 19-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, DISTRIBUTING AND AWARDING FISCAL YEAR 2020 HOTEL OCCUPANCY TAX REVENUES TO ELIGIBLE ARTS AND HISTORIC PRESERVATION ORGANIZATIONS UNDER MULTI-YEAR AGREEMENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS WITH SUCH RECIPIENTS; DIRECTING THE CITY SECRETARY TO SEND A CERTIFIED COPY OF THE RESOLUTION TO THE PARK BOARD OF TRUSTEES; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 351 of the Texas Tax Code authorizes certain cities to levy a hotel occupancy tax; and

WHEREAS, Article III, Chapter 33 of The Code of the City of Galveston 1982, as amended ("The City Code"), levies a hotel occupancy tax and provides for distribution of the receipts; and

WHEREAS, Section 33-92(5) of the City Code designates arts and historic preservation organizations as eligible recipients of the hotel occupancy tax proceeds levied pursuant to Chapter 351 of the Texas Tax Code; and

WHEREAS, the City Council of the City of Galveston, Texas, deems it in the public interest to award multi-year agreements to certain eligible entities to receive portions of the 2020 fiscal year hotel occupancy tax proceeds.

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, Texas, hereby awards a multi-year agreement to each entity. Each entity shall receive the following distributions of the 2020 hotel occupancy tax revenues as shown below. Dollar amounts are approximate and are not guarantees of the actual amount each entity will receive:

Recipients and Amounts Awarded

Entities	Amount Granted from HOT funds (Estimate)
East End Historic District Association	\$6,900.00
International Oleander Society	\$3,200.00
Galveston Ballet	\$8,500.00

LULAC	\$5,850.00
Galveston Art League	\$10,000.00
Galveston Children's Museum	\$20,000.00
Island ETC	\$27,000.00
Galveston Island Nature Tourism Council	\$36,000.00
Island Star Performances	\$40,000.00
Center for 20th Century Studies	\$30,000.00
Galveston Symphony Orchestra	\$30,000.00
Turtle Island Restoration Network	\$9,100.00
Offshore Oil Rig Museum	\$47,000.00
Galveston Arts Center	\$42,000.00
Cavalla Historical Foundation	\$73,000.00
Artist Boat	\$87,000.00
Railroad Museum	\$100,00.00
Bryan Museum	\$213,000.00
Grand Opera House	\$296,900.00
Galveston Historic Foundation	\$326,357.00

SECTION 3. The City Council of the City of Galveston hereby authorizes the City Manager to execute agreements with each entity, upon final approval by the City Attorney.

SECTION 4. The City Council hereby directs the City Secretary to send a certified copy of this Resolution to the Galveston Park Board of Trustees.

SECTION 5. 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 22nd day of August, 2019, 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 ____th day of ____, 2017.

Secretary for the City Council
of the City of Galveston

RESOLUTION NO. 19-___

A RESOLUTION OF THE CITY OF GALVESTON, TEXAS, DISSOLVING THE CITY OF GALVESTON SISTER-CITY PARTNERSHIPS WITH TRIVANDRUM, INDIA AND THE ARVAMIR REGION OF ARMENIA, AND REPEALING RESOLUTIONS NO. 94-49 AND NO. 01-011; DIRECTING THE CITY SECRETARY TO SEND A CERTIFIED COPY OF THIS RESOLUTION TO SISTER CITIES INTERNATIONAL; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, the U.S. sister city program originated in 1956 when President Dwight D. Eisenhower proposed a people-to-people, citizen diplomacy initiative; and,

WHEREAS, the City of Galveston is part of this world-wide People to People Program instituted for better understanding among the nations of this planet; and,

WHEREAS, on August 25, 1994, the City Council adopted Resolution No. 94-49, accepting Trivandrum, India, as its sister city; and,

WHEREAS, on March 22, 2007, the City Council adopted Resolution No. 01-011, accepting the Arvampir Region of Armenia, as its sister city; and,

WHEREAS, the Galveston Sister City Organization has attempted to revive past partnerships with these cities to increase global cooperation, promote cultural understanding, and stimulate economic development; and,

WHEREAS, the Galveston Sister City Organization voted to recommend dissolving certain sister city partnerships that cannot be rejuvenated;

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 they 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 dissolves its sister-city partnership with Trivandrum, India and the Arvampir Region of Armenia, and repeals Resolutions No. 94-49 and No. 01-011, establishing such partnership.

SECTION 3. 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 22nd day of August 2019, 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 _____, 2____.

Secretary for the City Council
of the City of Galveston



City of Galveston

DEPARTMENT OF PARKS AND RECREATION

2222 – 28th Street | Galveston, TX 77550
409-797-3700

August 13, 2019

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members

From: Mario Rabago, Director of Parks & Recreation

RE: CONSIDER FOR APPROVAL OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF GALVESTON AND GALVESTON COLLEGE FOR THE USAGE OF BERNARD DAVIS/PONY COLT STADIUM. AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS UPON FINAL APPROVAL BY THE CITY ATTORNEY.

I. Background:

- A. In July of 2009 the City of Galveston and Galveston College entered into a ten (10) year interlocal agreement which authorized Galveston College usage of Bernard Davis/Pony Colt stadium for recreation, intramural and intercollegiate athletics.
- B. The City and College also agreed to jointly fund improvements and usage and upkeep expenses of the stadium. Hurricane Ike recovery projects included but were not limited to stadium lighting repairs, playing field reconstruction, scoreboard replacement, reconstruction to bullpens batting cages, dugouts and refurbishment of the concession stand.
- C. Since the execution of the interlocal the City and College have enjoyed a good working relationship which has benefited the colleges athletic programs, students, park users/attendees and our local community.

II. Current Situation:

- A. The 2009 interlocal agreement between the City and Galveston College expired in July of 2019.
- B. The Colleges practice schedule at Bernard Davis/Pony Colt stadium will begin August 29, 2019. The first game is scheduled for September 10, 2019
- C. Staff recently met with Galveston College to discuss updating and renewing the interlocal agreement.
- D. Staff agreed that the best course of action to take at this time is to create a short-term interlocal that will expire May 29, 2020 and permit the College to use the stadium while both the City and College work on developing a long-term agreement.





City of Galveston

DEPARTMENT OF PARKS AND RECREATION

2222 – 28th Street | Galveston, TX 77550
409-797-3700

- E. Staff is requesting City Council to approve the short-term interlocal that will expire May 29, 2020 between The City of Galveston and Galveston College for usage of Bernard Davis/Pony Colt Stadium.

III. Issues:

1. Expiration of the 2009 Interlocal: The 2009 interlocal between the City of Galveston and Galveston College expired in July 2019.
2. Timing: Spring practice begins on August 29th. First game is September 10th.

IV. Alternatives in order of priority:

- A. City Council approval of a short-term interlocal that will expire May 29, 2020 between the City of Galveston and Galveston College for usage of Bernard Davis/Pony Colt Stadium.

1. Cost: No cost
2. Timing: Before August 29th start of spring practice.
3. Impact and ramifications: Approval will allow Galveston College usage of the baseball field while a long-term interlocal is developed.

- B. City Council does not approve a short-term interlocal that expires May 29, 2020 between the City of Galveston and Galveston College for usage of Bernard Davis/Pony Colt Stadium.

1. Cost: No cost
2. Timing: N/A
3. Impact and ramifications: Disapproval will result in the continuance of operating under the expired agreement which is outdated.

V. Recommendation:

- F. Concur in Alternative A and approve the short-term interlocal that expires May 29, 2020 between The City of Galveston and Galveston College for usage of Bernard Davis/Pony Colt Stadium.





City of Galveston

DEPARTMENT OF PARKS AND RECREATION

2222 – 28th Street | Galveston, TX 77550
409-797-3700

VI. Fiscal Impact Report:

Requested by:

Mario Rabago

Director of Parks & Recreation

Funding Source

N/A

Cost of Implementation:

N/A

Respectfully Submitted,

Mario Rabago

Director of Parks & Recreation

Approved,

Brian Maxwell

City Manager



**INTERLOCAL AGREEMENT BETWEEN THE CITY OF GALVESTON AND
GALVESTON COLLEGE FOR THE USAGE OF BERNARD DAVIS/PONY COLT
STADIUM**

THIS INTERLOCAL AGREEMENT (Agreement), effective when executed and lasting until May 29, 2020, and is entered into by and between the City of Galveston, Texas, and Galveston College both being Texas municipal corporations and collectively referred to herein as the “parties”.

WITNESSETH:

WHEREAS, the City of Galveston owns the land and structures that collectively make up the Bernard Davis/Pony Colt Baseball Stadium; and,

WHEREAS, the City of Galveston has previously agreed to allow Galveston College to conduct its baseball activities at that stadium; and,

WHEREAS, this previous agreement expired by its own term, and Galveston College requires a site to continue its baseball activities; and,

WHEREAS, the City of Galveston and Galveston College desire to enter into an agreement to allow the continuance of baseball activities for the upcoming baseball season; 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 AND RESPONSIBILITIES:

The City of Galveston and Galveston College agree, under the terms and conditions provided herein, to permit Galveston College to use Bernard Davis/Pony Colt Baseball Stadiums for the use of baseball activities.

Galveston College is required to submit a seasonal game schedule, tournament schedule, or any other uses of the stadium to the Director of Parks and Recreation for review as soon as the information becomes available. Galveston College will have priority in utilizing the stadium for practice, camps, scheduled games, and any playoff games as they arise. Galveston College is responsible for maintenance of the stadium, prior to and following any use of the stadium. Tournament promoters must submit within fifteen (15) business days in advance a copy of proof of general liability insurance naming the City of Galveston as an additional insured. Galveston College will be responsible for pre-storm inventory and removal and securing of all equipment, materials, and supplies owned by Galveston College. Galveston College must maintain liability insurance naming the City of Galveston as an additional insured. Galveston College must submit a copy of all insurance claims regarding the use of the stadium to the Director of Parks and Recreation as they occur.

The City of Galveston is responsible for maintenance of the grounds outside of the stadium. The City is the applicant and owner for all insurance claims and requests for federal assistance. The City will be the recipient of all insurance and FEMA funds and will be responsible for the management of any disaster recovery projects.

II. DURATION:

This Agreement is effective upon execution and shall remain in effect until May 29, 2020. Either party may leave this agreement by giving the other party thirty (30) days notice, in writing, of the intent to leave the agreement.

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.

Signed and sealed by the following units of government on the dates set out below.

THE CITY OF GALVESTON

GALVESTON COLLEGE

By: Brian Maxwell,
City Manager

By:
Authorized Representative

Date: ____/____/____

Date: ____/____/____

ATTEST:

ATTEST:

By: Janelle Williams,
City Secretary

By:

APPROVED AS TO FORM:

City Attorney's Office

RESOLUTION NO. 19-_____

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 COLLEGE ALLOWING FOR THE USE OF BERNARD DAVIS/PONY COLT STADIUM FOR THE UPCOMING BASEBALL SEASON; APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A THE AGREEMENT; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Texas, in the Interlocal Cooperation Act, has provided in Chapter 791, of the Texas Government Code, that the City of Galveston (hereinafter called “the City”) may enter into agreements with other political subdivisions; and,

WHEREAS, the City and Galveston College have previously entered into an interlocal agreement allowing Galveston College to use the Bernard Davis/Pony Colt Baseball Stadium for baseball activities; and,

WHEREAS, that agreement has expired and this agreement is necessary to allow Galveston College to continue using the stadium for the upcoming baseball season; and

WHEREAS, the City Council find it in the public interest to enter into this Interlocal Agreement allowing Galveston College to use Bernard Davis/Pony Colt Baseball Stadium for baseball activities.

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. That the Interlocal Cooperation Agreement between the City of Galveston and the University of Texas Medical Branch, attached hereto as **Exhibit 1**, for the provision of emergency medical services, is hereby approved and adopted.

SECTION 3. That the City Manager is hereby authorized to execute the Interlocal Cooperation Agreement between the City of Galveston and the University of Texas Medical Branch in substantially the same form as attached hereto upon final approval by the City Attorney.

SECTION 4. That 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 of 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 22nd day of August, 2019, 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 _____, 2019.

Secretary for the City Council
of the City of Galveston

GARTEN VEREIN
LEASE AGREEMENT

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

THIS LEASE AGREEMENT, dated the ____ day of _____, 2019 by and between THE CITY OF GALVESTON (Lessor) and sometimes referenced to as “City”, and GALVESTON HISTORICAL FOUNDATION, INC., “GHF”, a charitable Texas non-profit corporation, with its principal offices in the City of Galveston, Galveston County, Texas (Lessee).

WITNESSETH:

WHEREAS, on April 26, 1996, the City of Galveston and the Galveston Historical Foundation Inc. executed a 10 year Lease Agreement for the management and operation of the City-owned premises commonly known as Garten Verein; and,

WHEREAS, the Lease Agreement provided an option period of ten (10) years renewal under the same terms and conditions provided GHF gave the City 120 days written notice of its intention to exercise said option; and,

WHEREAS, on August 27, 2009 the Parties entered into a new Lease Agreement for the management and operation of Garten Verein which provided for an initial term of ten years ending on August 27, 2019 and providing the Lessee would have an option to renew the lease for an additional ten year period; and,

WHEREAS, pursuant to State law the City may contract with GHF for the management and operation of Garten Verein and the City may expend public funds for the maintenance and renovation of the facility under lease provided the predominant purpose is to accomplish a public purpose and not to benefit private parties, the City must retain sufficient control over the transaction to ensure that the public purpose is accomplished and to protect the public’s investment in it, and the public must receive a return benefit; and,

WHEREAS, the City acknowledges that in accomplishing its obligations under this agreement, the Lessee's management of Garten Verein includes rental of the premises to third parties for various events which raises revenue needed for the preservation of the premises; and

WHEREAS, the City Council of the City of Galveston, Texas hereby deems it in the public interest to contract with GHF for the restoration and preservation of the City's historic property and for the management and operation of the entire Premises as a civic and cultural facility that reflects credit upon the City of Galveston and its history, subject to the terms and conditions as provided herein.

ARTICLE I.

Premises:

(a) In consideration of the covenants contained in, and subject to the terms and provisions of, this Lease, Lessor leases to Lessee and Lessee leased from Lessor, all of the following described property and premises in Galveston, Galveston County, Texas, (the "Premises"):

Garten Verein

Real Property: The Pavilion Building, appurtenant equipment, fixtures, and all methods of ingress and egress including porches, stairs and ramps as highlighted on the attached Exhibit "A" and the land underlying within that area known as Kempner Park.

Personal Property: There is no personal property which belongs to the Lessor with the Premises.

(b) It is expressly agreed and understood that this Lease shall not cover, and the Premises is not intended to include any portion of the property or improvements not expressly included in the definition of "Premises", nor any property known as "Kempner Park" (Park). The Park is expressly agreed and understood to be and remain under the possession and control of the Lessor to be operated and rented by the Lessor separate and apart from Lessee's operation and rental of the Premises.

The Lessor shall operate and maintain the Park in a reasonably safe and clean condition and shall not permit any rental or use of the Park that would deny access by

third parties or Lessee to the Premises. City shall include in all agreements for use of the Park a conspicuous notice informing the prospective renter of the Park that no right of use of the Premises is included in such Park use agreement.

(c) If GHF desires, it may perform additional mowing in the area ~~in the area~~ of the demised premises. Any such work will be done at the cost of GHF.

ARTICLE II.

Term of Lease:

The primary term of this Lease began on August 27, 2009 and will end on August 27, 2019.

This renewal term of this Lease will begin on August 28, 2019 and will end on August 28, 2029.

Renewal Option:

Lessee is granted the option to renew this lease for one additional ten (10) year term, subject to the consent of the City and subject to the following:

Lessee and Lessor agree that on or before August 28, 2028, Lessor will provide written notice to Lessee of any proposed changes to this Lease for the renewal term beginning August 29, 2029. Lessee shall have thirty (30) days from the date of Lessor's notice to either (i) accept the proposed revisions, if any, (ii) to counter the offer with different terms, or (iii) to notify Lessor that Lessee does not wish to renew the lease. If Lessee elects to counter with different terms, the parties shall have a period of sixty (60) days from the date of Lessee's counter offer to agree on final terms for the renewal lease. If agreement is not reached by such date, then Lessee's option to renew shall terminate.

ARTICLE III.

Consideration:

Section I: As consideration for the Premises and all the rights of Lessee, Lessee shall pay to Lessor, at Lessor's address shown in Article XII, the fixed rent of Fifty Dollars (\$50.00) per year during this renewal term. This yearly rent shall be payable in advance. The first such payment will be due the first day of the commencement of this renewal term. Subsequent annual payments will be due on each

annual anniversary of the commencement date of this renewal term, as long as such term of this Lease shall be in effect.

Section 2: As further consideration, the Lessee shall pay to the Lessor an amount equal to five percent (5%) of its non-refundable facility rental fees actually received for the rental of Garten Verein to third parties for any use. Payment of the percentage shall be made on a quarterly basis, and payment will be made to the Lessor on or before the fifteenth day following the close of the quarter. The obligation to make the final quarterly payment of the final year of this renewal term shall survive the term of this agreement. On every year of this agreement, the City's amount of non-refundable rental fees shall increase by one half percent (.5%) but will not exceed ten percent (7.5%) total.

Section 3: As further consideration, the Lessee shall reimburse the Lessor for the cost of fire, windstorm and flood insurance maintained on the premises. Lessee's obligation to reimburse for flood insurance shall be limited to the premiums for the maximum limits available for the Premises under the National Flood Insurance Program, as opposed to other coverages the City may elect to purchase through other sources. The Lessor shall issue an invoice to the Lessee for the cost of such insurance as those premiums come due. The Lessor shall not add any surcharge to the amount of the premium. The Lessee shall pay such invoice within fifteen days of its presentation to the Lessee.

Section 4: It is further understood and agreed that Lessor shall in no event be construed or held to be a partner or associate of Lessee in the conduct or operation of Lessee on or pertaining to the Premises. Lessor shall not be liable for any debts incurred by Lessee or for Lessee's operations. It is understood and agreed that the relationship of Lessor and Lessee is, and at all times shall remain, that of Landlord and Tenant.

Section 5. Lessee covenants and agrees to keep, during the primary term and all renewal terms, reasonably full and accurate books of account and records of Lessee's operation of the Premises. Lessor, or its representative shall have the right at any reasonable time during normal business hours, to audit all books of account, documents, records, returns, papers and financial files of Lessee pertaining to its operation of the Premises upon not less than ten (10) business days prior written notice to Lessees. Lessee further covenants and agrees to submit to Lessor at Lessor's request each year

during the term of this Lease, an annual audit report prepared by an independent public accountant concerning its operation of the Premises which shall include a balance sheet of assets and liability related to the Lessee's operation of the Premises and a statement of income and expenses related to the Lessee's Operation of the Premises. Each such report shall be submitted to Lessor no later than January 15 of the calendar year that follows the calendar year made the subject of the report.

ARTICLE IV.

Maintenance, Repairs and Alterations:

Section 1: During the term of this Lease, Lessee shall have the right and obligation to perform maintenance, repairs and remodeling of the Premises as is necessary to maintain the building in its current state of good repair. Such maintenance and repairs shall be done in accordance with the City's zoning regulations and other applicable regulations including but not limited to building codes. A schedule of attached maintenance is attached as Exhibit B.

Lessee shall further pay all expenses, including all utility expenses incurred, of the operation of the demised Premises. Subject to the limitations of Section 5 of this Article IV, Lessee shall maintain in effect the life safety systems of the building including the plumbing, air-conditioning, heating, lighting and electrical equipment and systems therein and all furnishings, fixtures and interior walls, floors, ceilings, signs, windows and plate glass, foundations, exterior walls, and roof of the Premises. The HVAC system shall be set to maintain a maximum indoor humidity of 55%. A security system shall be installed and remain active during the term of this agreement. All such costs shall be borne by the Lessee.

Section 2: Lessee further agrees to perform all ordinary maintenance on the Premises as needed, including pest control, and to keep the Premises at all times in a reasonably clean, sanitary and safe condition in accordance with the laws of the State of Texas and Ordinances of the City of Galveston, Texas, and any other governmental authority having jurisdiction over the Premises and in accordance with all directions, rules and regulations of the proper officers of the governmental agencies having

jurisdiction over the Premises. Lessee shall not permit or commit any waste on the Premises.

Section 3. Lessor and its representatives shall have the right at all reasonable times during normal business hours, but without disruption of Lessee's use or operation of the Premises, to inspect the Premises to determine that such Premises are being maintained in the manner required herein and to make recommendations to Lessee in connection therewith. Lessor or its representatives shall make at least one (1) such inspection annually on, or as near as practical to, each anniversary date of the commencement of this Lease. Lessee agrees to promptly carry out any such recommendations made by Lessor to the extent Lessee is, otherwise, obligated under the terms of this Lease.

Section 4: Lessee, in its discretion, may make, at its expense, changes or alterations in or improvements to the Premises, in accordance with all applicable rules and regulations of the City, provided that any change or alteration which results in a change of the exterior portions of the improvements of the Premises shall be permitted only with the consent of Lessor. However, Lessee shall have the right to make any change or alteration necessary to correct any condition that presents or would present a danger or threat to the Premises or to the safety of persons on or about the Premises (Emergency Situation) immediately and without the prior written consent of Lessor. Alterations, additions, improvements and fixtures, other than furniture, removable equipment and removable property, made or installed upon the Premises by Lessee and attached permanently in any manner to the floors, walls or ceilings, shall immediately become Lessor's property, unless Lessor exempts same, in writing, from the provisions of this Article, and shall remain upon the Premises and shall be surrendered as a part of the Premises upon termination of this Lease, without disturbance or injury. As to furniture and equipment and other removable property that may be placed or installed upon the Premises, during the term of this Agreement, at Lessee's cost, or that of a subtenant, the same shall be, and remain, Lessee's or subtenant's property and shall not be deemed to become a part of the Premises. In that event, Lessee or the subtenant may remove such property from the Premises upon termination of this Lease if Lessee is not in default past any time for cure of such default as provided in this Lease. However, in

the event of such removal Lessee or such subtenant shall promptly repair any and all damages to the Premises as a result of such removal.

Section 5. Repairs estimated to exceed \$10,000 shall be classified for purposes of this Lease as “capital” repair. The capital repairs must not be related to a failure of the lessee to properly maintain the facility or its systems. If Lessee demonstrates that it has followed the maintenance procedures set forth in Exhibit B, Lessee shall not be deemed to have failed to properly maintain the facility or the system in question. Notwithstanding any other provision of this Lease, Lessee’s obligation to make capital repairs is limited to the available funds raised by the Foundation and/or the City for such purposes, or to the available insurance proceeds. Lessee may apply to the City for capital repair funds, but the decision to supply funds will be wholly within the discretion of the City and is subject to budgetary concerns. When repair and maintenance funds are to be provided by Lessor, the work shall be bid by the City in accordance with city policy.

Section 6. Insurance policies for fire, wind and flood shall name the City as the insured. In the event of a declared disaster in which Federal funds will be made available for recovery funds for damage to Garten Verein, such funds shall be applied for by and made payable to the City of Galveston. Where insurance proceeds or FEMA funds are available to repair damage or loss to the building, all of those funds will be utilized for the repair of the building unless this Lease is terminated following a casualty event in accordance with Article XIV of this Lease.

Section 7. As an additional item of maintenance GHF shall be responsible for implementing reasonable pre-storm protective measures for the facility such as shutting off utilities, shutting and locking windows, and associated tasks to minimize damage to the structure due to a weather event. In the event of damage to the structure during a weather event, GHF shall secure the pavilion to prevent further damage pending repair.

ARTICLE V.

Use of Premises:

(a) The primary purposes contemplated for the Premises as a whole are restoring and maintaining the structure situated on the Premises commonly known as the

Garten Verein Pavilion, and operating the entire Premises as a civic and cultural facility that reflects credit upon the City of Galveston and its history. To achieve these purposes, Lessee shall be entitled to conduct certain activities, including but not limited to (i) Lessee making short-term rentals or grants of licenses to third parties to use the Premises for private or public events, (ii) use by or at the direction of Lessee for special events approved or sponsored by Lessee; and (iii) tours of the Premises and educational programs conducted upon the Premises or related to the Premises, and arranged through or with the approval of Lessee. All income received by Lessee from such operations shall be the property of Lessee for Lessee's sole use and benefit except as otherwise stated in this agreement.

(b) The Lessee agrees, subject to the limitations regarding capital repairs set forth in Article IV, Section 5 of this Lease, (i) to be and remain responsible for all costs and expenses of operations of the Premises during such time; (ii) to promptly and at Lessee's sole cost of expense, maintain the Premises in a good, clean and safe condition, and to repair all damage to the Premises which occurs during such time; and (iii) to fulfill all commitments made for use by third parties and maintenance of the Premises during such time. If Lessee is unable to or fails for any reason to so repair, and if such failure continues for more than thirty (30) days after written notice from Lessor to Lessee specifying such failure, Lessor shall have the right to terminate this Lease written notice to Lessee. However, if the repairs in question are reasonably likely to require more than thirty (30) days to complete, Lessee shall not be considered in default if Lessee has initiated the repair process and is diligently pursuing completion of the required repairs. Lessor's indemnification obligations under this Lease, to the extent permitted by law, shall also include losses, claims, expenses, costs and damages (including attorneys fees) incurred by or asserted against Lessee directly or indirectly related to any breach of any warranty or representation of Lessor or any default by Lessor of its obligations. Lessee shall have, in addition to its other rights and remedies, the right to terminate this Lease immediately upon written notice to Lessor in the event of any breach or default by Lessor that remains uncured for a period of thirty (30) days after written notice from Lessor to Lessee specifying such default. However, if the default in question does not involve the payment of percentage rentals or other funds to Lessor and is reasonably likely to require

more than thirty (30) days to cure, Lessee shall not be considered in default if Lessee has initiated the cure process and is diligently pursuing completion of the required cure.

(c) Following any termination of this Lease, Lessor shall attempt to honor all rental and other agreements for use of this Premises by third parties which agreements were entered into by Lessee during the term of this Lease, but the date of use of Premises as to which falls after the termination or expiration of its Lease, provided that Lessee provides Lessor with all documents related to such agreements.

(d) All deposits and rental fees related to the use of the Premises on or after the Commencement Date which are or have been received by the Lessor by the Commencement date shall be delivered to Lessee on the Commencement Date, or as soon as possible thereafter. All deposits and rental fees related to the use of the Premises on or after the Commencement Date which are received by Lessor on or after the Commencement Date shall be delivered by Lessor to Lessee as soon as possible after Lessor's receipt of same.

(e) Notwithstanding any provision in this Lease to the contrary, it is agreed that the Lessor may have full use of the Premises for city meetings or events within the discretion of the Lessor. The term "city meetings and events" shall include only meetings and events held by the City of Galveston and shall not include meetings or events held by third party organizations associated with the City, such as employee unions or nonprofit organizations that seek to benefit the City. The Lessor will notify the Lessee of its intent to use the Premises not less than seven (7) business days prior to the event. If there is a previous paid booking for the use of the premises, the Lessor will forego use the premises in favor of the previously booked event. Lessor shall clean the Premises following each city meeting or event and shall pay Lessee at Lessee's standard rates for the use of tables, chairs and other equipment owned by Lessee.

ARTICLE VI.

INDEMNITY:

SECTION 1: LESSEE HEREUNDER AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS LESSOR, ITS INDIVIDUAL OFFICERS, AGENTS, AND EMPLOYEES, FROM ANY AND ALL EXPENSES, DAMAGES, CLAIMS OR

CAUSES OF ACTION THAT MAY ARISE IN CONNECTION WITH LESSEE'S ACTIVITIES ON THE PREMISES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COSTS OF DEFENSE. THIS INDEMNITY AGREEMENT IS INTENDED TO APPLY ONLY TO ANY AND ALL MANNER OF CLAIMS (WHETHER FOR BODILY INJURY, DEATH, PROPERTY DAMAGE, FINES OR CITATIONS FOR VIOLATIONS OF ANY LAW, STATUTE, ORDER OR REGULATION, OR OTHERWISE), ARISING OUT OF ANY ACTIVITIES WHATSOEVER WITH RESPECT TO WHICH LESSEE OR ITS AGENTS, EMPLOYEES OR CONTRACTORS HAVE COMMITTED SOME NEGLIGENT, ACTIONABLE OR WRONGFUL ACT OR OMISSION, INCLUDING BUT NOT LIMITED TO CLAIMS CAUSED IN PART BY THE NEGLIGENCE OF LESSOR, ITS OFFICERS, AGENTS AND EMPLOYEES. LESSOR SHALL PROVIDE LESSEE WITH WRITTEN NOTICE OF ANY AND ALL SUCH CLAIMS PROMPTLY UPON LESSOR BECOMING AWARE OF SAME, AND LESSEE SHALL HAVE THE RIGHT TO DEFEND SUCH CLAIMS WITH COUNSEL OF ITS CHOICE AND THE RIGHT TO COMPROMISE AND SETTLE SAME ON TERMS ACCEPTABLE TO LESSEE SO LONG AS ALL SUCH COMPROMISES AND SETTLEMENTS CONTAIN THE RELEASE OF LESSOR FROM ALL LIABILITY IN CONNECTION WITH THE PARTICULAR CLAIM BEING SETTLED, WITHOUT COST TO LESSOR.

SECTION 2. TO THE EXTENT PERMITTED BY LAW, LESSOR AGREES TO INDEMNIFY AND HOLD HARMLESS LESSEE, ITS INDIVIDUAL TRUSTEES, OFFICERS, AGENTS, AND EMPLOYEES, FROM ANY AND ALL EXPENSES, DAMAGES, CLAIMS OR CAUSES OF ACTION THAT MAY ARISE IN CONNECTION WITH THE PREMISES OR LESSOR'S SOLE NEGLIGENCE, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COSTS OF DEFENSE. LESSEE SHALL PROVIDE LESSOR WITH WRITTEN NOTICE OF ANY AND ALL SUCH CLAIMS PROMPTLY UPON LESSEE BECOMING AWARE OF SAME, AND LESSOR SHALL HAVE THE RIGHT TO DEFEND SUCH CLAIMS WITH COUNSEL OF ITS CHOICE AND THE RIGHT TO COMPROMISE AND SETTLE SAME ON TERMS ACCEPTABLE TO LESSOR SO LONG AS ALL SUCH

COMPROMISES AND SETTLEMENTS CONTAIN THE RELEASE OF LESSEE FROM ALL LIABILITY IN CONNECTION WITH THE PARTICULAR CLAIM BEING SETTLED, WITHOUT COST TO LESSEE.

SECTION 3: LESSEE SHALL KEEP THE PREMISES, THE IMPROVEMENTS IT OWNS OR CONSTRUCTS, AND ALL PROPERTY OF LESSOR ON THE PREMISES FREE FROM ANY AND ALL LIENS ARISING OUT OF ANY WORK PERFORMED, MATERIALS FURNISHED OR OBLIGATIONS INCURRED BY FOR LESSEES ON OR ABOUT THE PREMISES. LESSEE FURTHER AGREES TO BOND AGAINST OR DISCHARGE ANY MECHANIC'S OR MATERIALMEN'S LIENS OR OTHER CLAIM WITHIN 30 DAYS AFTER WRITTEN REQUEST THEREOF BY LESSOR. LESSEE SHALL FURTHER INDEMNIFY AND HOLD LESSOR HARMLESS FROM ANY AND ALL COSTS OR EXPENSES IN ANY MANNER ASSOCIATED WITH SUCH CLAIM. LESSOR SHALL PROVIDE LESSEE WITH WRITTEN NOTICE OF ANY AND ALL SUCH CLAIMS PROMPTLY UPON LESSOR BECOMING AWARE OF SAME, AND LESSEE SHALL HAVE THE RIGHT TO DEFEND SUCH CLAIMS WITH COUNSEL OF ITS CHOICE AND THE RIGHT TO COMPROMISE AND SETTLE SAME ON TERMS ACCEPTABLE TO LESSEE SO LONG AS ALL SUCH COMPROMISES AND SETTLEMENTS CONTAIN THE RELEASE OF LESSOR FROM ALL LIABILITY IN CONNECTION WITH THE PARTICULAR CLAIM BEING SETTLED, WITHOUT COST TO LESSOR.

ARTICLE VII.

Insurance:

Section 1: Through the term of this Lease including renewal terms, Lessee shall maintain insurance against public liability for injury to persons, including death, or damage to property resulting from or arising out of, or alleged to have arisen from or resulted from, the operations of the Lessee in or about the Premises. Such coverage shall include but not be limited to coverage for actions relating to the sale and use of food and alcoholic beverages. Such insurance policy or policies shall be in an amount not less than \$2,000,000.00, combined single limit coverage, or such greater amount as shall be from

time to time required by Lessor upon the requirement of Lessor's insurance carriers. Lessee shall name Lessor as an additional named insurance under said policy, and said policy shall provide for 30 days notice to Lessor prior to any cancellation or revision of said policy. Such policy shall be in form and with an insurance carrier reasonably acceptable to Lessor. Lessor's approval of any insurance carrier or policy shall not be unreasonably delayed or withheld. However, in the event Lessee is notified of any pending change, termination or non-renewal of any insurance previously approved by Lessor, and such change, termination or non-renewal would take place before Lessor approves the change or approves the substitute insurance proposed by Lessee, and provided that Lessee is unable to extend the then-existing insurance on the same terms pending such approval by Lessor of a substitute insurance, Lessee shall have the right to, and shall not be in default under this Lease if it, obtains insurance of Lessee's choice for a period, not to exceed ninety (90) days (interim coverage), until Lessor approves the substitute insurance, provided that such interim coverage shall provide the same dollar amount of insurance coverage as the insurance which had previously been approved by Lessor.

(a) Insurance coverage shall be in conformance with "Exhibit A", pertaining to windstorm, property and general liability coverage.

ARTICLE VIII.

Assignment and Sub-Letting:

Section 1 4. Lessee may assign and sublease this Lease only with the written consent of Lessor. It is provided, however, that Lessee is expressly authorized and granted the right to grant licenses to persons and entities to use, or, sub-let the whole or any part of the Premises from time to time, for special events not to exceed one (1) week duration. However, in no event shall Lessee sub-lease or rent or grant a license for a purpose inconsistent with the general purpose of this Lease. Assignee, and all renters and licensees sub-lessee shall be governed by all the conditions and covenants of this Agreement.

ARTICLE IX.

Lessor's Remedies:

Section 1: In the event of default by Lessee of any covenants set forth in this Agreement, Lessor shall notify Lessee in writing of such default. Lessor's notice shall include notice of Lessor's intention to declare the Lease terminated or Lessor's intent to exercise any other remedy. Lessor shall send such notice to Lessee at the address provided in this Agreement. Lessee shall have thirty (30) days from Lessee's receipt of such notice to correct said default. In the event the default is one that does not involve the payment of rent or other funds to Lessor and which cannot reasonably be expected to be cured within said thirty (30) day period, Lessee shall promptly commence to cure the default within said thirty (30) day period and thereafter shall diligently pursue completion of the cure of such default within a reasonable time. If Lessee shall fail to cure such default within the applicable time provided, Lessor may enforce the performance of this Lease in any manner provided by law and this Lease may be terminated at Lessor's discretion. If Lessor desires to so terminate, it shall so notify Lessee in writing, and this Lessee shall cease and come to an end as if it were the day originally set forth for the expiration of this Agreement. Lessor, its agents or attorneys, shall have the right without further notice or demand, to re-enter the Premises and remove all persons and Lessee's property and place the property in any available place, secure or unsecured, so that it may resume possession of the Premises without any liability for damages subsequently incurred by the property. In such event, Lessor shall not be deemed guilty of any manner of trespass. In addition to re-entry of the Premises, Lessor shall be entitled, without prejudice to pursue any remedies for arrears of rent or breach of covenants then existing or to occur, for the balance of the term of this Lease. In addition, Lessor, its agents or attorneys, may resume possession of the Premises and rent or lease the same for the remainder of the term at the best rent obtainable by Lessor, its agents or attorneys, for the account of Lessees. Lessor specifically covenants not to attempt to collect from or assert a lien resulting from a breach of this Agreement against any historical properties owned, leased, borrowed or managed by Lessee, other than the Premises.

Section 2: In the event Lessee shall be adjudicated bankrupt or shall make a voluntary assignment for the benefit of creditors, or in the event a court appoints a receiver of Lessee on account of the insolvency of Lessee, then at the option of Lessor,

and upon five (5) days written notice to Lessee at the address provided for in this Agreement, this Lease shall cease and come to an end. In that event, Lessor shall be entitled to the remedies permitted by law and all the remedies set forth in this Agreement. Lessor specifically covenants not to attempt to collect from or assert a lien resulting from a breach of this Agreement against any historical properties owned, leased, borrowed or managed by Lessee other than the Premises.

Section 3: Subject to the provisions of Article VII Section 1 of this Lease, in the event Lessee's insurance lapses or Lessee does not provide Lessor with proof of insurance or renewals, Lessee shall cure the default within three (3) business days of notice of such default. If Lessee does not present evidence that it has cured the default within the three (3) business day period, Lessor may terminate the Lease and remove Lessee's property in the same manner as provided in Section 1 of this Article but without any further notice to Lessee. Alternatively, Lessor may purchase insurance to cover such lapse and Lessee hereby agrees to reimburse Lessor within three (3) business days for that coverage.

ARTICLE X.

Quiet Enjoyment:

Subject to compliance with all provisions of this Agreement, including but not limited to the payment of rent, Lessee shall lawfully, peaceably and quietly have, hold, occupy and enjoy during the term of this Agreement, the Premises without hindrance or objection by any person or persons lawfully claiming under the Lessor.

ARTICLE XI.

Holding Over:

At the termination of this Lease, whether by the expiration of the terms of this Agreement or by an election to terminate pursuant to the provisions of this Agreement, Lessee shall quit and surrender the Premises to Lessor in as good condition as they were at the commencement of the term of this Lease, reasonable wear and tear from reasonable use excepted. A holding over after the expiration of this Lease shall not renew or extend this Agreement. In that event, Lessee shall be deemed to be a tenant at will of Lessor and

Lessee agrees to pay to Lessor as rent for the premises and as agreed in liquidated damages for such holding over, the sum of Five Hundred Dollars (\$500.00) per month or any part thereof. However, Lessee shall not be deemed to be a tenant at will and the holdover rental provisions shall not apply during any period in which good faith negotiations or efforts for renewal or modification of this Lease, or the cure of defaults, are continuing and documented.

ARTICLE XII.

Notice.

Contact information to be added, per Article III - consideration

ARTICLE XIV.

Taxes:

Lessor and Lessee acknowledge that the Premises is, as of the date of this Lease, tax-exempt, and that Lessee is a non-profit organization. If at any time during the term of this Lease, such circumstances should change and the Premises or improvements become subject to tax, Lessee shall pay same. Lessee shall pay all taxes lawfully assessed on or against its own personal property, installed or maintained on or about the Premises, together with any and all other taxes lawfully assessed against the Premises. Lessee shall pay any and all license fees or store taxes applicable to Lessee's operation and Lessor shall never have any responsibility whatsoever in connection with such taxes or license fees.

ARTICLE XIV.

Damage or Destruction:

Section 1: For purposes of this Article, the premises are deemed to be totally destroyed when the cost of repairs exceeds Fifty Percent of the value of the premises. The cost of repairs and value of the premises shall be accomplished by estimates obtained by the Lessor. The determination of whether the premises have been totally or partially destroyed will be made by the City Manager and such determination shall be final.

Section 2: If the buildings or improvements on the Premises shall be damaged or partially destroyed during the term of this Agreement by any casualty insured under the standard fire and extended coverage insurance policies or by any casualty insured under flood and windstorm insurance coverage required to be maintained under this Lease, but subject to Sections 3 and 4 of this Article XIV the Lessor shall, from such insurance proceeds together with any other funds donated, granted or transferred to Lessee or Lessor by any person or persons, firm, entity or local, State, or Federal Governmental Agency or Department especially for that purpose, repair or rebuild the same to substantially the same condition in which same existed immediately prior to such damage or partial destruction. Lessor agrees to allow Lessee to participate in a consulting role in the planning and execution of the repairs and rebuilding, and Lessee shall provide such consulting services without charge to Lessor. Said repairs and rebuilding shall be in accordance with the plans and specifications prepared by an architect chosen and paid for by Lessor. The contract of said architect, the contract of any contractor not employed by said architect, all contracts for repairs and rebuilding and all plans and specifications, and change orders shall be done in accordance with the Lessors purchasing policies in effect at the time of the loss and shall be approved by Lessor's city manager and/or governing body. It is specifically agreed that Lessee's liability under this Section, including but not limited to architect's fees, the fees for contractors, or otherwise, shall be limited to the total of all gifts or grants, made to Lessee, or Lessor for this purpose. The Lessee will be solely responsible for cancellation of any events which cannot be held during the time the Premises are not able to be used.

Section 3: In the event of partial, but not total, destruction of the building or improvements on the Premises, and in the opinion of Lessor the damage to the building or improvements is so substantial that they cannot be effectively and reasonably restored for the purposes intended by this Lease within a reasonable time, or that the cost of such restoration and repair would exceed the insurance proceeds, grants and gifts available, Lessor shall so notify Lessee within a reasonable time of the occurrence of such damage. Lessee shall have a period of time not in excess of three (3) months from the date of such damage in which to formulate and present to the Lessor a plan concerning the feasibility and possibility of restoring and repairing the Premises for the purposes intended by this

Lease, and for the raising of money necessary to cover the costs of such repairs and restoration to the extent that the costs exceed the insurance proceeds, gifts and grants. Upon presentation of such a plan by the Lessee, the Lessor shall, with a reasonable time, make the decision of whether to proceed with the repair and restoration of the building and improvements on the Premises pursuant to Article XIV Section 1., or to declare this Lease terminated in accordance with Section 3 of this Article XIV upon written notice to Lessee. Such decision shall be based upon the availability of funds for such restoration, and shall in no event require Lessor or Lessee to contribute funds or incur liability in excess of the funds available from the insurance proceeds, gifts and grants referred to in said Section 1.

Section 4: Lessor and Lessee further recognize that damage amounting to less than total destruction of the building and improvements on the Premises could destroy the capability of the use of such Premises for the purposes set forth in this Lease, even though a mere physical repair of the damage could be made. Accordingly, in the event that either (1) the building or improvements on the Premises are destroyed or so substantially damaged that, in the reasonable opinion of Lessee, they cannot effectively and reasonably be restored for the purpose intended by this Lease within a reasonable time and within the limits of funds available as described in Section 2 of this Article XIV , or (ii) Lessee gives notice to Lessor pursuant to Section 3 of this Article XIV and a plan as described is not formulated, or is not accepted by Lessor, or Lessee decides under such Section 3 not to formulate a plan or to repair and restore under this Article XIV, or (iii) funds from the insurance proceeds, gifts and grants referred to in this Article XIV are insufficient to cover all costs of repair, restoration and/or replacement (and no plan is approved to supplement such sums adequately), then and in any of such events, this Lease shall be terminated.

Section 5: During any period of notice, plan formulation, plan consideration or decision making on this part of the insurer, Lessor or Lessee, or of the prosecution of repairs or restoration under Article XIV , all obligations of Lessee under this Lease, other than the obligations to maintain insurance and pay all taxes and licensing fees on the Premises, shall be suspended, and Lessee shall not be deemed to be in default for failure to perform other obligations under this Lease.

Section 6: In the event the buildings and improvements on the Premises are totally destroyed, as determined by the insurer carrying the casualty insurance on such buildings and improvements, this Lease shall terminate. However, if Lessee elects to formulate a plan for reconstruction, and so notifies Lessor of such election within sixty (60) days of Lessee's receipt of notice from the insurance carrier of its determination of total destruction, Lessee and Lessor shall proceed as provided in Section 3 of this Article XIV.

Section 7: In the event of termination of this Lease due to total or substantial damage or destruction of the building and improvements on the Premises, the proceeds of all casualty insurance policies to the extent same cover the Premises shall be paid to Lessor and the obligations of the Lessor and the Lessee under this Lease shall be terminated except as provided in this section. From these insurance proceeds, the following amount shall first be deducted: such amounts as may be reasonably necessary to complete demolition and clearing of the remains of the building and improvements from the Premises and landscaping of the land.

ARTICLE XV.

Successors and Assigns:

Except as otherwise expressly provided, the terms and provisions of this Agreement shall be binding upon and shall enure to the benefit of the successors and assigns, respectively, of the Lessor and the Lessee, in accordance with Article VIII.

ARTICLE XVI.

Force Majeure:

In the event that Lessor or Lessee shall be delayed, hindered or prevented from the performance of any obligations by reason of acts of God, riots, fire, strike or unavailability of materials, then performance of such obligations shall be excused for the period of the delay, and the period for the performance of any such obligations shall be extended for a period equivalent to the period of such delay.

Entirety:

This Lease sets forth the entire agreement between the parties with respect to the subject matter hereof, and all prior discussions, representations, proposals, offers, and oral or written communications of any nature are entirely superseded hereby and extinguished by the execution of this Lease. No modification of, or waiver of any right under, this Lease will be effective unless it is evidenced in a writing executed by an authorized representative of each party to this Lease.

Joint Severability:

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

Venue:

Venue for any action arising out of this Lease shall be in Galveston County, Texas.

ARTICLE XVII.

Voluntary Termination:

Notwithstanding any provision to the contrary contained in this Lease, Lessee shall have the right to terminate this Lease as provided herein upon the giving of written notice to Lessor of Lessee's intention to exercise such right. Such notice shall set forth the date upon which such termination shall be effective, which date shall be not less than ninety (90) days from the date of Lessee's notice as aforesaid. Lessee shall not be entitled to any refund of any portion of the fixed rent paid for the year in which the termination is to be effective. Lessee shall continue to have all of Lessee's rights and to perform all Lessee's obligations under the Lease until such termination date, but all rights and obligations of Lessee under the Lease shall terminate on the date stated in Lessee's notice to Lessor of the exercise of Lessee's right to terminate as aforesaid, except as to the obligations of Lessee under Article VI hereof insofar as such obligations arise out of any act or occurrence indemnifiable under said Article which occurred prior to the

termination date. Lessee shall vacate the Premises not later than such termination date, taking with it only such personal property as is permitted to be removed under the provisions of Article IV Section 4 of this Lease, and shall leave the Premises in as good a condition as it was at the commencement of the term of this Lease, except for reasonable wear and tear from reasonable use of the Premises pursuant to this Lease. Normal wear and tear means deterioration which occurs without negligence, carelessness, accident or abuse.

DATED on the day and year first above written.

THE CITY OF GALVESTON

By: _____
Name: Brian Maxwell
Title: City Manager

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney's Office

GALVESTON HISTORICAL FOUNDATION,
INC.

By: _____
Name: _____
Title: _____

ATTEST:

Secretary

EXHIBIT A

The details of the review and recommendations are as follows.

Windstorm coverage:

The proposed GHA windstorm renewal premium is \$12,713.00 for \$959,582.00 building limit with a 1% deductible. This coverage does not include contents or the mechanical building.

I have received a quote for the same limit of \$959,582.00 with a 1% deductible and \$25,000.00 contents coverage for \$12,155. The mechanical building which is required to be insured per FEMA obtain and maintain requirements has been quoted at \$6,707.

Windstorm recommendation:

I would recommend that the City becomes the primary named insured on windstorm coverage and develop a mechanism to bill the GHA for actual premium costs. The cost to the City appears to be slightly more cost effective and includes contents coverage. The process would also allow City to provide the required obtain / maintain audit documentation on past FEMA PW funding and facilitate the claims process working with potential future FEMA PW's.

Property coverage:

The current GHA coverage premium is \$5,750 from a historical preservation provider based on a building limit of \$3,779,378 with access to increased blanket limits including business loss coverage.

The initial estimate from TML is \$4,460.00 for the same valuation of \$3,779,378 but does not take the historical nature of the building into consideration.

Property recommendation:

The current GHA coverage from a historical preservation provider takes the historical aspect of the structure into consideration should repairs be required. The additional cost of repairs based on the original architecture in order to maintain the historical accuracy is a significant coverage factor. I would recommend that the current GHA coverage remain in place as it focus' on the historical aspect of the structure and intended to make repairs based on its historical origin.

General Liability coverage:

Standard limits of \$1m with a \$2m aggregate including medical and liquor liability. There is also a \$5m umbrella policy.

General liability with the same limits could be included under the City TML policy.

General Liability recommendation:

GHA has the contractual management role of the facility and responsibility for care and maintenance. GL coverage on the facility should remain the responsibility of GHA but be required to add the City as an additional insured by endorsement.

Robert Simmons
Risk Manager

DRAFT

Premiums for TWIA windstorm coverage with 1% deductible are as follow:

Ballroom -

Building Limit	Premium
\$959,582.00	\$11,881.00

Mechanical Building -

Building Limit	Premium
\$109,574.00	\$1,551.00

Contents	Premium	Contents	Premium
\$25,000.00	\$274.00	\$ 500,000.00	\$5,156.00
Total	\$12,155.00	Total	\$6,707.00

Optional coverage limits based on 80% of TWIA estimated value.

Building Limit	Premium
\$810,895.00	\$10,040.00
Contents	Premium
\$25,000.00	\$274.00
Total	\$ 10,314.00

DRAFT

MEMORANDUM

TO: MEMBERS OF CITY COUNCIL

FROM: DONALD GLYWASKY, CITY ATTORNEY

DATE: AUGUST 15, 2019

RE: AGREEMENT TO EXTINGUISH AND TERMINATE EASEMENTS COVENANTS, CONDITIONS AND RESTRICTIONS PROPOSED FOR SIGNATURE TO THE CITY OF GALVESTON RELATED TO A TRANSACTION BETWEEN THE COUNTY OF GALVESTON AND LOWES HOME CENTERS, INC.

Please accept this memorandum as the staff report related to the above captioned matter.

The County of Galveston had several years back sold a parcel or property to the Lowes Home Centers LLC fronting on Broadway. The property was located within the boundaries of TIRZ 12. As part of the development agreement, a plat was filed in which the City of Galveston was granted in fee the eastern half of a proposed finished street within the right of way at 57th Street. Also contemplated in the development agreement was a traffic light at 57th and Broadway. That street has not been built.

When the County sold the property to Lowes, it reserved a portion which is shown on the accompany plat map at Reserve A. The Lowes property is shown as Reserve B. Certain restrictions were placed on the development on the County tract in the transaction with Lowes. The restrictions are listed in Article III of the document on file with the County Clerk entitled "Easements, covenants conditions and restrictions by and between Lowes Home Centers Inc. and Galveston County".

The County now seeks to purchase the Lowes tract back from the Lowes Home Centers. As part of the purchase, the County and Lowes desires to cancel the restrictions which run with the Lowes property. Because a portion of the property was dedicated in fee to the City, the parties feel the City's consent is required.

I recommend authorizing the City Manager to execute the agreement to allow the transaction between the County of Galveston and the Lowes Company to proceed.

After Recording, Return to:
Attn: Steve Burzinski
Greer, Herz & Adams, L.L.P.
2525 South Shore Blvd, Suite 203
League City, Texas 77573

**AGREEMENT TO EXTINGUISH AND TERMINATE EASEMENTS COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS AGREEMENT TO EXTINGUISH AND TERMINATE EASEMENTS COVENANTS, CONDITIONS AND RESTRICTIONS (this "**Agreement**") is made effective as of this ____ day _____, 2019 (the "**Effective Date**") by and between LOWE'S HOME CENTERS, LLC, a North Carolina limited liability company, formerly known as Lowe's Home Centers, Inc. ("**Lowe's**"), GALVESTON COUNTY, a political subdivision of the State of Texas, acting by and through its County Commissioners' Court (the "**County**") and THE CITY OF GALVESTON, a home rule municipal corporation (the "**City**").

WITNESSETH

WHEREAS, on or about October 20, 2011, Lowe's and the County entered into and recorded that certain Easements Covenants, Conditions and Restrictions, recorded October 20, 2011 in the Official Public Records of Galveston County, Texas (the "**Official Records**") as Instrument No. 2011053638, as amended by that certain First Amendment to Both the Agreement to Sell and Purchase Real Estate and to the Easements, Covenants, Conditions and Restrictions Agreement recorded February 21, 2012 in the Official Records as Instrument No. 2012008452 and as further amended by that Second Amendment to Both the Agreement to Sell and Purchase Real Estate and to the Easements, Covenants, Conditions and Restrictions Agreement recorded May 14, 2013 in the Official Records as Instrument No. 2013029882 (collectively the "**ECCR**"); and

WHEREAS, Section 7.2 of the ECCR provides that the ECCR can be terminated upon consent of all the Owners (as defined in the ECCR) pursuant to a writing recorded in the real property records of the county and state in which the Shopping Center (as defined in the ECCR) is located; and

WHEREAS, Lowe's, the County and the City are the current Owners with property subject to the ECCR, and each desires to terminate the ECCR in accordance with this Agreement.

NOW THEREFORE, for and in consideration of the covenants, conditions, agreements and stipulations hereinafter expressed, and for other good and valuable consideration, the receipt and sufficiency of which is hereby agreed to and accepted by the parties, the parties hereto agree as follows:

1. Effective as of the Effective Date, the ECCR is terminated, with any and all of the rights and obligations of the parties thereto being deemed null and void as of such date.
2. The terms and provisions hereof shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns
3. This Agreement may be executed in multiple counterparts, each being deemed an original and all of which, when combined, being one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY RESERVED]

[SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LOWE'S:

LOWE'S HOME CENTERS, LLC,
a North Carolina limited liability company,
formerly known as Lowe's Home Centers, Inc.

By: _____

Name: _____

Title: _____

STATE OF NORTH CAROLINA)

COUNTY OF _____)

I, _____, a Notary Public for _____ County, North Carolina, certify that _____ personally came before me this day and acknowledged that he is _____ of Lowe's Home Centers, LLC, a North Carolina limited liability company, and that he, as _____, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal this ____ day of _____, 201_.

My commission expires: _____

Notary Public

[Signature/Notary Page to Agreement to Extinguish and Terminate Easements Covenants, Conditions and Restrictions]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY:

GALVESTON COUNTY, a political subdivision of the State of Texas, acting by and through its County Commissioners' Court

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF GALVESTON §

Before me, the undersigned authority, a Notary Public, on this day personally appeared _____, _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed and delivered the foregoing instrument for the purposes and consideration therein expressed.

Given under my hand and notarial seal this ____ day of _____, 2019.

Notary Public, State of Texas

[Signature/Notary Page to Agreement to Extinguish and Terminate Easements Covenants, Conditions and Restrictions]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY:

THE CITY OF GALVESTON,
a home rule municipal corporation

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

Before me, the undersigned authority, a Notary Public, on this day personally appeared _____ of _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed and delivered the foregoing instrument for the purposes and consideration therein expressed.

Given under my hand and notarial seal this ____ day of _____, 2019.

Notary Public, State of Texas

CHICAGO TITLE - WEST BEACH
GFE CH 1150784



34 PGS

2011053638

Recording Requested By and
When Recorded, Return To:
Angie T. Houlemard
Lowe's Home Centers, Inc.
1000 Lowe's Blvd.
Mooresville, NC 28117

CHICAGO TITLE - WEST BEACH
13855 FM 3005, SUITE B
BOX 4032 - PIRATES BEACH
GALVESTON, TX 77554

**EASEMENTS
COVENANTS, CONDITIONS AND RESTRICTIONS**

BY AND BETWEEN

**LOWE'S HOME CENTERS, INC. A
NORTH CAROLINA CORPORATION**

AND

**GALVESTON COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF
TEXAS**

RECORDER'S MEMORANDUM

At the time of recording, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All pickouts, additions and changes were present at the time this instrument was filed and recorded.

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Schedules I and I-A	Legal Description Lowe's Parcel
Schedule II	Legal Description County's Parcel(s)
Exhibit A	Site Plan
Exhibit B	Sign Program
Exhibit C	Duplantis Design Group, P C and Davidson Landscape Architects L L C Plans

**EASEMENTS
COVENANTS, CONDITIONS AND RESTRICTIONS**

THESE EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as "ECCR"), are made and entered into as of the date of the last execution hereof, which date is the ____ day of _____, 2011, by and between GALVESTON COUNTY, a political subdivision of the State of Texas, acting by and through its County Commissioners' Court, ("County") and LOWE'S HOME CENTERS, INC., North Carolina corporation ("Lowe's") (the foregoing, individually each as a "Party", and collectively referred to as the "Parties"),

W I T N E S S E T H

WHEREAS, Lowe's is the owner of that certain tract or tracts of real property consisting of approximately 10 1640 acres or 442,742 square feet located in the City of Galveston, County of Galveston, State of Texas as more particularly described on Schedule I attached hereto and made a part hereof for all purposes (the "Lowe's Parcel"), and

WHEREAS, Lowe's is also the owner of that certain tract or tracts of real property consisting of approximately 0 7552 acres or 32,896 square feet also located in the City of Galveston, County of Galveston, State of Texas as more particularly described on Schedule I-A also attached hereto and made a part hereof for all purposes (also the "Lowe's Parcel"); and

WHEREAS, County is the owner of that certain tract or tracts of real property consisting of approximately 3 7595 acres or 163,766 square feet located contiguous with and adjacent to the Lowe's Parcel, which is more particularly described in Schedule II attached hereto and made a part hereof for all purposes (the "County's Parcel(s)"), and

WHEREAS, both the Lowe's Parcel and the County's Parcel(s) are further designated on the site plan of the overall shopping center development, attached hereto and made a part hereof as Exhibit A (the "Site Plan")

NOW, THEREFORE, the County and Lowe's hereby declare, agree, covenant and consent that all of the Parcels, such term being hereinafter defined in Section 1 10 and more fully described on Schedule I and Schedule II shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are imposed on such Parcels to run with the land and be binding on and inure to the benefit of all parties having any right, title

or interest in the described Parcels or any part thereof, their successors and assigns for the purpose of development and operation of the Parcels in an integrated shopping center or other endeavors in which either the County or Lowe's or their successors or assigns might lawfully engage, subject to the terms of this ECCR, collectively called "Shopping Center", and to protect the value of such respective Parcels. Further, in consideration of the premises, the agreements and the covenants of the Parties hereto, the mutual benefits and advantages accruing to them, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows

ARTICLE I

BASIC DEFINITIONS

Section 1.1. "Building" shall mean the permanently enclosed structure(s) which has (have) been, will be or may be constructed within the Permissible Building Areas, which for the purpose of this Declaration shall include any garden center, appurtenant canopies, supports, loading docks, truck ramps and other outward extensions, drive up or drive-through areas and facilities, loading docks, patio areas, or permanent outdoor sales and storage areas but such term does not include Common Area Improvements (as that term is hereinafter defined in Section 1.3)

Section 1.2. "Common Area" shall mean all real property owned by the Parties for the common use and enjoyment of the Owners and shall consist of all portions of the Shopping Center not designated as Permissible Building Areas and all portions of any Permissible Building Area upon which no Building, fenced or gated area is currently constructed. For purposes of this ECCR, "Common Area" shall not include any garden center, appurtenant canopies, supports, loading docks, truck ramps and other outward extensions, drive up or drive-through areas and facilities, loading docks, patio areas, or permanent outdoor sales and storage areas.

Section 1.3. "Common Area Improvements" shall mean all improvements constructed from time to time within the Common Area and intended for common use which may include, without limitation, parking areas, access and egress drives, service drives, non-dedicated streets, lighting standards, sidewalks, landscaping, fixtures, and signage. The initial Common Area Improvements are shown on the Site Plan.

Section 1.4. "Common Utility Facilities" shall mean Utility Facilities from time to time situated on or serving the Shopping Center, up to the building wall of any Building, for use or

service in common by all Owners. All Common Utility Facilities lying within any Common Area shall for all purposes be deemed to be included within the definition of Common Area Improvements

Section 1 5 "Consenting Owner" shall mean and refer to Lowe's, so long as Lowe's is the Owner or lessee of the Lowe's Parcel and the County, so long as it is the Owner or lessee of one or more of the County's Parcel(s). At such time that Lowe's is no longer Owner or lessee of the Lowe's Parcel, the current Owner of the Lowe's Parcel shall be the Consenting Owner of the Lowe's Parcel At such time that the County is no longer Owner of one or more of the County's Parcel(s), the current Owner of one or more of the County's Parcel(s) shall be the Consenting Owner of the County's Parcel(s) The Parties intend that there shall be only a maximum of two (2) Consenting Owners for the Shopping Center consisting of only one (1) Consenting Owner representing the County's Parcel(s) and only one (1) Consenting Owner representing the Lowe's Parcel In the event that the Lowe's Parcel or the County's Parcel(s) are further subdivided, the current Consenting Owner shall designate the particular parcel of the subdivided Parcel(s) whose Owner shall succeed as the Consenting Owner

Section 1 6 "Default Rate" shall mean the rate of interest that is the lesser of (i) twelve percent (12%) per annum, compounded monthly, and (ii) the maximum rate allowed by applicable law

Section 1 7 "Improvement(s)" shall mean Building(s) and other structures within a Permissible Building Area and Common Area Improvements

Section 1 8 Intentionally Omitted

Section 1 9 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Parcel which is a part of the Shopping Center, as hereinafter defined, but excluding those having such interest merely as security for the performance of any obligation Notwithstanding the foregoing, in the event Lowe's is a lessee of all or a portion of the Lowe's Parcel, whenever the consent of the Owner of the Lowe's Parcel is required under this ECCR, the Owner of the Lowe's Parcel will give such consent only after obtaining Lowe's written consent

Section 1 10. "Parcel" shall mean and refer to any parcel of land shown as a parcel on the Site Plan "Outparcel" shall mean and refer to any and every parcel of land identified as a numbered or lettered outparcel on the Site Plan Every Outparcel shall be a Parcel from the date

of recording of a subdivision map showing the Outparcel, so that all references herein to Parcels shall apply with equal force to Outparcels, however, references to Outparcels shall be specific to Outparcels as herein defined. For purposes of this ECCR, the entire County's Parcel(s) shall be deemed an Outparcel.

Section 1.11 "Permissible Building Area" shall mean the entire area of the Lowe's Parcel and the entire area of the County's Parcel(s) that may, subject to governmental laws, codes or ordinances, be built upon.

Section 1.12 "Permittees" shall mean tenants and subtenants and the occupants, contractors, customers, employees, agents, licensees, guests, and invitees of an Owner, its tenants and subtenants.

Section 1.13 "Separate Utility Facilities" shall mean Utility Facilities not installed under the terms of this ECCR for use in common by other Owners and not for service of the Common Area.

Section 1.14 "Shopping Center" shall mean and refer to the Lowe's Parcel and the County's Parcel(s) (the future development of which includes whatever endeavors in which the County or Lowe's, as well as their successors or assigns, might lawfully engage, subject to the terms of this ECCR), as shown on the Site Plan and being more particularly described in Schedule I and Schedule II.

Section 1.15 "Utility Facilities" shall mean utility systems and utility facilities serving the Shopping Center such as the following: storm drainage, detention, retention and disposal facilities and sanitary sewer systems, manholes, underground domestic and fire protection water systems, underground natural gas systems, underground electric power cables and systems, underground telephone and television cables and systems, and all other utility systems and utility facilities installed under the provisions of this ECCR and as replacements thereto.

ARTICLE II

EASEMENTS

Section 2.1 Easements Definitions and Documentation:

For the purposes of this Article II, the following will apply:

(A) An Owner granting an easement is called the "Grantor", it being intended that the grant shall thereby bind and include not only such Owner but also its successors and assigns.

(B) An Owner to whom the easement is granted is called the "Grantee", it being intended that the grant shall benefit and include not only such Owner but its successors, assigns, and Permittees, although not for the direct benefit of Permittees, the Grantee may permit from time to time its Permittees to use such easements; provided, however, that no such permission nor the division of the dominant estate shall permit or result in a use of the easement in excess of the use contemplated at the date of the creation of such easement.

(C) The word "in" with respect to an easement granted "in" a particular Parcel means, as the context may require, "in", "to", "on", "over", "through", "upon", "across", and "under", or any one or more of the foregoing.

(D) All easements granted herein are non-exclusive and are irrevocable and perpetual

(E) All easements granted herein shall be easements appurtenant and not easements in gross

(F) In the event an Owner transfers or conveys a portion of its Parcel in accordance with the terms of this ECCR, those easements granted under this Article II which benefit, bind, and burden the remainder of the Parcel not transferred or conveyed shall benefit, bind, and burden the portion of the Parcel so transferred or conveyed, and those easements granted under this Article II which benefit, bind, and burden the portion so transferred or conveyed shall benefit, bind, and burden the remainder of the Parcel of which it was a part

(G) All easements granted hereunder and herein shall exist by virtue of this ECCR, without the necessity of confirmation by any other document. Likewise, upon the termination of any easement (in whole or in part) or its release in respect of all or any part of any Parcel, in accordance with the terms hereof, the same shall be deemed to have been terminated or released without the necessity of confirmation by any other document. However, upon the reasonable request of an Owner, the other Owners shall sign and acknowledge a document memorializing the existence (including the location and any conditions), or the termination (in whole or in part), or the release (in whole or in part), as the case may be, of any easement, if the form and substance of the document is approved by the other Owners, which approval shall not be unreasonably conditioned, delayed or withheld. No grant of an easement pursuant to this Article II shall impose any greater obligation on any Owner to construct or maintain its Building(s) except as expressly provided in this ECCR.

Section 2.2 Easements for Use of Common Area

(A) **Grant of Easement** Each Owner hereby grants to the other Owner(s) easements in the Common Area, as shown on the Site Plan on its (Grantor's) Parcel for

- (i) ingress to and egress from the Grantee's Parcel,
- (ii) the passage of vehicles;
- (iii) the passage and accommodation of pedestrians, and
- (iv) the doing of such other things as are expressly authorized or required to be done on the Common Area under this ECCR.

(B) **No Cross Parking** The Owners hereby specifically disclaim any intention to create any reciprocal parking easements between the Lowe's Parcel and any other Parcel in the Shopping Center or between any other Parcel in the Shopping Center and the Lowe's Parcel.

(C) **Design of the Common Areas.**

(i) **Initial Development of the Common Areas.** The Common Area Improvements depicted on the Site Plan are hereby deemed approved by the Consenting Owners

(ii) **Changes after Initial Development.** Any Owner may add Common Areas and Common Area Improvements not shown on the Site Plan or make changes to the Common Areas and the Common Area Improvements shown on the Site Plan on such Owner's Parcel, as such Owner determines in its sole discretion; provided, however, that the consent of each Consenting Owner shall be required for any change or addition that adversely impacts (a) access to an Owner's Parcel (including changes and additions to entrances or exits that adversely affect access to an Owner's Parcel), (b) vehicular traffic flow to any other Parcel in the Shopping Center (including changes or additions to curb cuts or the orientation of parking spaces or drive aisles that adversely affect traffic flow to any other Parcel in the Shopping Center), or (c) visibility of any other Owner's building or any sign on which any other Owner has a right to display a sign panel, and such consent may be withheld in the sole discretion of each Consenting Owner. No change may (a) reduce parking spaces below the minimum required under this ECCR, (b) alter the location of free standing signs as provided in Section 4.3 of this ECCR, or (c) relocate Utility Facilities except as provided in Section 2.3 of this ECCR. There shall be no drive-through windows or lanes of traffic installed in an Outparcel unless areas within which such windows or lanes are permitted as shown initially

on the Site Plan or are (a) approved in writing by Lowe's, which approval will not unreasonably be withheld, (b) include sufficient distance provided for the stacking of a minimum of five (5) car lengths (of twenty feet each) from the order station to the drive entrance of such parcel, and (c) provide a minimum of three car lengths from the order station to the first service window

(iii) Enjoyment and use of the Common Area easements granted by this Section 2.2 shall commence on the date the Common Area Improvements with respect to the Common Area in question are substantially complete.

(D) Common Area Sales and Displays. Notwithstanding the grant of easements under Section 2.2(A)

(i) The Owner or occupant of the Lowe's or the County's Parcel(s) may use the Common Area on their Parcel for the display, storage and sale of new and reconditioned merchandise that has been reconditioned to the equivalent of new merchandise so long as such activity does not materially interfere with ingress and egress to the rest of the Shopping Center and so long as the reconditioned merchandise is not the primary item(s) for sale.

(ii) The Owner or occupant of the Lowe's or the County's Parcel(s) shall have the right, but not the obligation, to install and maintain a bank teller machine or similar kiosk type structure(s) in their parking field, provided that the stacking of cars does not extend into any access drives

(iii) The Owner or occupant of the County's or Lowe's Parcel may display merchandise, conduct sidewalk sales and/or conduct other business on the sidewalks on their Parcel so long as such activity does not materially interfere with pedestrian passage to the rest of the Shopping Center and may otherwise enclose and/or redesign its sidewalk areas without the need of obtaining any other Owner's consent

(iv) The Owner or occupant of the County's or Lowe's Parcel may park vehicles or equipment in the parking field of their Parcel in connection with the leasing of vehicles and/or equipment

(E) Easements for Access Roads. Each Owner hereby grants to the other Owner(s) easements for pedestrian and vehicular traffic in those drive aisles and access roads (not less than the widths therefor shown on the Site Plan) on each Owner's Parcel that are shown on the Site Plan as Access Roads (hereinafter collectively referred to as the "Access Roads") for the purpose of

providing ingress to and egress from each Owner's Parcel and from Broadway (Avenue J), Ball (Avenue H), 54th Street (the location of that portion of the east/west Access Road that crosses the County's Parcel(s) is currently shown on the Site Plan and may change, depending on the future sale of County's Parcel(s), provided that the east end of such location aligns with the 54th Street median break to allow full access and the west end of such location aligns with the Access Road that crosses the Lowe's Parcel, provided, however, if the County desires to shift either the current location of the Access Road that crosses the County's Parcel or the west end alignment, the Parties shall work in good faith to determine a reasonably acceptable location, but in no event shall the west end alignment be aligned with the Lowe's lumber canopy driveway, or other configuration/alignment that will disrupt Lowe's operations or the general traffic flow of the Shopping Center), and to be built 57th Street, together with the following rights and subject to the following restrictions and reservations

(i) The use of the Access Road easements by any person entitled to the use thereof shall be in common with all other such persons. The Access Road easements and the land upon which they are located shall be considered in all respects part of the Common Area, and the improvements thereon shall be considered in all respects part of the Common Area Improvements; and

(ii) As further provided in Section 2.2(F) herein, Grantors of the Access Road easements agree not to obstruct or interfere in any way with the free flow of pedestrian and vehicular traffic over the roadways which comprise the Access Road, except to the extent necessary for construction, reasonable repair and maintenance, traffic regulation and control, and to prevent a dedication thereof or the accrual of any prescriptive rights to any person therein

(F) General Provisions for Common Area Easements

(i) No barriers, fences, walls, grade changes or other obstructions shall be erected so as to impede or interfere in any way with the free flow of vehicular and pedestrian traffic between those portions of the Shopping Center from time to time devoted to pedestrian access, vehicular roadways or parking area, or in any manner unreasonably restrict or interfere with the use and enjoyment by any of the Owners of the rights and easements created by this Article II. But, each Owner may temporarily close or block traffic on its Parcel for the time necessary for the purpose of protecting ownership rights and preventing creation of easements

to the public and unrelated third parties (provided, however, that prior to closing off any portion of the Common Area, as herein provided, such Owner shall give fifteen (15) days written notice to each other Owner of its intention to do so and shall attempt to coordinate such closing with each other Owner, so that no unreasonable interference in the passage of pedestrians or vehicles shall occur), and may temporarily fence off portions of its Parcel as reasonably required for the purpose of repair, construction, maintenance and reconstruction

(ii) The easements granted under this Section 2.2 are limited to such portions of the Common Area of the Grantor's Parcel as are now or hereafter from time to time set aside or intended to be set aside, maintained and authorized for such use under this ECCR, specifically including those portions of the Common Area shown on the Site Plan

(iii) Each Owner hereby reserves the right to eject from the Common Area on its Parcel any person not authorized to use the same.

(iv) The easements provided for in this Section 2.2 are subject to the rights to use and the restrictions on use of the Common Area provided for in this ECCR.

Section 2.3 Easements for Utility Facilities.

(A) **Grant of Easement** Each Owner hereby grants to the other Owner(s) perpetual easements to its (Grantor's) Parcel, except within such Owner's Permissible Building Area, as it presently exists or hereafter may be modified as set forth in Section 1.11, for the installation, use, operation, maintenance, repair, replacement, relocation and removal of Common Utility Facilities and Separate Utility Facilities serving the Parcel of the Grantee

(B) Installation, Repair and Maintenance:

(i) All Separate Utility Facilities installed in the Common Area, whether installed under this Section 2.3 or otherwise, and all Common Utility Facilities, shall be underground, if reasonably possible

(ii) The location of the Utility Facilities shall be subject to the prior written consent of the Owner across whose Parcel the same are to be located, which consent shall not be unreasonably withheld, conditioned or delayed

(iii) Except as otherwise provided herein, the Grantee of any easement for Separate Utility Facilities under this Section shall be responsible, as between such Grantee and the Grantor, for the installation, maintenance, repair and removal at Grantee's cost of all Separate Utility Facilities installed by the Grantee pursuant to this grant of easement, as well

as for all Separate Utility Facilities installed by the Grantee on its own Parcel. Each Owner shall maintain the Common Utility Facilities on such Owners' Parcel, provided that the Owners may separately provide for the responsibility and cost of installing the Common Utility Facilities.

(iv) Any installation, maintenance, repair, replacement, relocation and removal of Utility Facilities shall be performed by Grantee only after thirty (30) days advance notice to Grantor of Grantee's intention to do such work. However, in the case of an emergency (whereby either persons or property are in immediate danger of substantial damage and/or harm), any such work may be immediately performed after giving such advance notice to Grantor as is practicable and reasonable under the circumstances.

(v) All installation, maintenance, repair, replacement, relocation and removal of Utility Facilities shall be performed in a manner that causes as little disturbance to Grantor as may be practicable under the circumstances and any and all portions of the surface area of Grantor's Parcel which may have been excavated, damaged or otherwise disturbed as a result of such work shall be restored, at the sole cost and expense of Grantee, to essentially the same condition as existed prior to the commencement of any such work.

(vi) After the Building on the Lowe's Parcel has opened for business and after the Building(s) on the County's Parcel(s) have been opened for business, no installation, repair or removal of Utility Facilities, except emergency repair work or other work previously approved by the affected Grantor shall be carried on during the period from November 15th through the next succeeding January 15th, and April 1st through July 4th, or on any weekends or as otherwise mutually agreed upon by the parties.

(C) Easements to Public Utilities. Any grant or other conveyance of an easement to a public utility, as Grantee, by a Grantor on its Parcel shall, without necessity of further recital in the conveyancing instrument, be deemed to include the following conditions, covenants and restrictions, in addition to the other provisions of Section 2.3, to which such public utility and its successors shall be bound unless specifically stated otherwise in such instrument:

(i) The easement is non-exclusive,

(ii) All Utility Facilities installed pursuant to the easement shall, unless otherwise required by the public utility or the City of Galveston's building and/or zoning codes, be underground, except for manholes and manhole covers which shall be flush with

adjacent grade, and except as otherwise shown on plans subject to the prior written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed,

(iii) The right to use the surface areas for the purposes allowed under this ECCR is reserved,

(iv) Grantor reserves the right to require Grantee to relocate its facilities (and vacate the easement) to another location on Grantor's Parcel, subject to the conveyance of a similar easement, all at Grantor's cost and expense,

(v) Grantee shall not, in its use or installation, interfere with other installations and easements in the area,

(vi) Grantee shall protect its Utility Facilities against uses of the surface made by Grantor and others,

(vii) Grantee shall make adequate provisions for the safety and convenience of all persons using the area,

(viii) Grantee, following installation or other work, shall replace and restore the areas and improvements to the condition in which they were immediately prior to performance of such installation and work,

(ix) Grantee, to the extent permitted by the Constitution and laws of the State of Texas, shall indemnify, defend and hold harmless Grantor against all loss, liability, and costs (including reasonable attorney's fees and reasonable attorneys' fees on appeal) which may result to Grantor from the negligent or willful wrongful act or omission of Grantee, its agents, employees and contractors; and

(x) Grantee shall not permit any claim, lien or encumbrance to attach against Grantor's Parcel or any interest therein.

(D) Grantee's Rights as to Utility Facilities

(i) Use of Separate Utility Facilities: The Grantor of any easement for Separate Utility Facilities under this Section 2.3 may use the utility facilities installed pursuant to such easement; provided, however, that any increase in costs incurred in order to make such utility facilities adequate to serve Grantor's additional use shall be borne by such Grantor; and provided, further, that Grantor gives written notice within the time period called for under, and otherwise complies with, the requirements of Section 2.3(D)(ii)

(ii) Relocation of Utility Facilities on Grantor's Parcel. Except during the period from November 15th through the following January 15th and the period from April 1st through July 4th, or except as otherwise mutually agreed, the Grantor of any easement under this Section 2.3 may relocate on its Parcel any Separate Utility Facilities or Common Utility Facilities installed thereon under any easement granted by it, provided, however, that such relocation

- (a) may be performed only after Grantor has given Grantee thirty (30) days' written notice of its intention to relocate such facilities,
- (b) shall not interfere with or diminish the utility services to the Grantee; however, temporary, reasonable interferences with and diminutions in utility services shall be permitted if they occur during the non-business hours of the Grantee, and Grantee has been so notified in accordance with this Subsection. Grantor shall promptly reimburse Grantee for all costs, expenses and losses incurred by Grantee as a result of such interferences or diminutions, or both;
- (c) shall not reduce or unreasonably impair the usefulness or function of the facilities in question,
- (d) shall be located underground, if reasonably possible, and
- (e) shall be performed without cost or expense to Grantee, and, if Common Utility Facilities or Separate Utility Facilities which provide service to the Grantee are involved, in accordance with plans approved by the Grantee.

(iii) Limitation on Rights. Nothing herein shall be construed to grant any Owner the right to utilize, drain into, or otherwise alter natural water flow into any detention or retention facilities located on or exclusively serving any other Owner's Parcel.

Section 2.4 Drainage. Each Owner hereby grants to the other Owner(s) easements to use, maintain and repair any storm water drainage system (the "Storm Drainage System") now or hereafter located on any Parcel, together with the right to discharge surface water runoff across portions of any Parcel in accordance with the design of the Storm Drainage System, provided,

however, that use, maintenance and repair of any Utility Facilities for the Storm Drainage System shall comply with Section 2.2. All Storm Drainage Systems shall be subject to the prior written consent of the Consenting Owners, which consent shall not be unreasonably withheld, conditioned or delayed. Any alteration in the natural water flow which may occur as a natural consequence of normal construction activities and the existence of an Owner's Improvements substantially as shown on the Site Plan (including, without limitation, Buildings, curbs, drives and paving) shall be permitted, provided that the same is in accordance with a drainage plan approved by the Consenting Owners and which does not cause water to settle or pool within another Owner's Parcel.

Section 2.5 Construction Easements

(A) Each Owner hereby grants to the other Owner(s) temporary construction related easements in the Common Area of its (Grantor's) Parcel, and where appropriate and necessary in the Permissible Building Area on its (Grantor's) Parcel, but only prior to the commencement of construction by Grantor of Improvements on its own (Grantor's) Parcel, for the purpose of facilitating the initial construction of the Grantee Improvements contemplated within this ECCR.

(B) With respect to any Parcel on which fresh dirt is dumped, the area shall be sloped to meet any contiguous property within the Shopping Center or any public roads, and shall be smoothed in a level manner consistent with the contours of the adjoining property or in accordance with a grading plan approved by the Grantor, which approval shall not be unreasonably withheld, conditioned or delayed. But, nothing in this paragraph shall be construed to violate any current or future FEMA flood plain elevation requirements.

(C) The location and use of all temporary construction easements under this Section 2.5 shall be subject to the prior written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed.

(D) Each Grantee agrees to pay the Grantor any additional cost of construction, maintenance, repair and replacement of any improvement or structure constructed by Grantor which may arise on account of or due to Grantee's exercise of its temporary construction easement rights under this Section 2.5. Each Grantee further agrees to use due care in the exercise of the rights granted under this Section 2.5 and, in the event the exercise of the rights granted under this Section 2.5 requires Grantee to enter upon the Parcel of Grantor, to first obtain

the consent of Grantor as to the specific activities, methods and timing in the exercise of such rights so as to avoid cost or damage to Grantor

(E) Each Owner covenants and agrees, respectively, that its exercise of such easements shall not result in damage or injury to the Building(s) or other Improvements of any other Owner, and shall not interfere with or interrupt the business operations conducted by any other Owner in the Shopping Center. Each Grantee shall keep access, egress and service drives utilized by exercise of such easements clean and shall wash them down daily. Furthermore, once the final topcoat of asphalt or concrete paving has been placed on the Lowe's or the County's Parcel(s) or any Common Area access, egress and service drives to the Lowe's or the County's Parcel(s), all construction traffic to or from the Lowe's or the County's Parcel(s) will be limited to the use of the following roadways. Broadway (Avenue J), Ball Street (Avenue H), 54th Street, to be built 57th Street or such other roadways to which the parties mutually agree. In addition, each Grantee, at its sole cost and expense, shall promptly repair, replace or restore any and all Improvements of Grantor which have been damaged or destroyed in the exercise by Grantee of the temporary construction easements granted under this Section 2.5 and, to the extent permitted by the Constitution and laws of the State of Texas, shall indemnify, defend and hold Grantor harmless from and against all liens, losses, liabilities, costs or expenses (including reasonable attorneys' fees and reasonable attorneys' fees on appeal) incurred in connection with or arising out of Grantee's exercise of said temporary construction easements, except to the extent occasioned by Grantor's grossly negligent or wrongful acts or omissions.

(F) Grantee's Improvements made within such temporary construction easements shall, for purposes of cost allocation due to maintenance, operation, insurance, taxes, repairs, reconstruction and restoration under this ECCR, be deemed to be part of the Grantee's Parcel and Building and shall be deemed not to be part of the Grantor's Parcel or Building for such purposes.

(G) Except as reasonably necessary for and during the construction of any Building, no structure of a temporary character shall be erected or allowed to remain on any Parcel.

Section 2.6 Indemnification: To the extent permitted by the Constitution and laws of the State of Texas each Grantee shall indemnify, defend and hold its Grantor harmless from and against any and all liens, losses, liabilities, costs or expenses (including reasonable attorney's fees and reasonable attorney's fees on appeal), incurred in connection with

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Grantee's use of the Easements in Sections 2.3, 2.4 and 2.5, except to the extent occasioned by Grantor's negligent or willful wrongful act or omission to act.

Section 2 7 Sign Easement. The Owner of any Parcel containing a Center Sign hereby grants to the other Owners entitled under Section 4.3 of this ECCR the right to display a sign panel on the Center Sign, an easement for the access to, install, maintain, repair and replace such sign panel and to the Owner of the Lowe's Parcel and to the Owner of the County's Parcel(s) an easement for construction of the Center Sign(s), as the case may be

Section 2 8 Cure Right Easements. Each Owner hereby grants to the Consenting Owners an easement and license to enter upon its Parcel for the purpose of exercising the cure rights provided under Article VI of this ECCR. Each Grantee of the easements granted under this Section 2.8 shall, to the extent permitted by the Constitution and laws of the State of Texas, indemnify, defend and hold Grantor harmless from and against all liens, losses, liabilities, costs or expenses (including reasonable attorney's fees and reasonable attorneys' fees on appeal) incurred in connection with or arising out of Grantee's use of said easements, except to the extent occasioned by the Grantor's negligent or wrongful act or omission to act. The duration of the easements granted under this Article II- shall be coterminous with the respective provisions of the ECCR which give the Grantee the right or the obligation to perform the work described in this Section 2 8

ARTICLE III

USE RESTRICTIONS

Section 3 1 Permitted Uses: Every Parcel shall be used only for federal, state or local governmental purposes except as provided otherwise herein, financial institutions, service shops, Retail Offices, retail stores selling retail merchandise normally carried in other shopping centers and restaurants with over fifty-one (51%) percent of gross revenues from food sales, all as subject to the further restrictions of this Article III. "Retail Offices" shall mean offices of the type customarily found in retail shopping centers for use primarily with customers or clients including, without limitation, insurance offices, real estate offices, banks and financial institutions, travel agents, educational or training facilities, medical or dental offices, attorney offices, accountant offices or other professional services offices, subject to the terms of this ECCR. Space used by non-Retail Office users for office and administrative purposes in support

of retail operations, and which is not open to the general public, shall not be considered Retail Office

Section 3 2. Nuisances: Subject to the provisions of Section 3.1, no Parcel shall be used for anything other than purposes which may be permitted by applicable zoning regulations, nor shall anything be done on any Parcel which shall constitute a public nuisance to the community

Section 3 3 Use Restrictions:

(A) During the term of this ECCR no portion of the Shopping Center on either the Lowe's or the County's Parcel(s) may be used for any of the following purposes without the prior written consent of the Consenting Owners which consent will not be unreasonably withheld

(i) A liquor store, or a tavern, bar, nightclub, cocktail lounge, discotheque, dance hall, or any other establishment selling alcoholic beverages for on-premises consumption, provided, however, the foregoing shall not prohibit the operation of a restaurant where the sale of food therein comprises at least fifty one (51%) percent of the restaurant's gross revenues

(ii) A bowling alley, billiards parlor, bingo parlor, arcade, game room or other amusement center.

(iii) A theater (motion picture or live performance).

(iv) A health club, gymnasium or spa

(v) A gas station, automobile fueling station, service station, automotive repair shop or truck stop Notwithstanding the foregoing, a gas station or automobile fueling station shall be allowed on the Lowe's parcel. Also, this restriction shall not be construed to prohibit either the County or Lowe's from fueling, servicing or otherwise maintaining vehicles belonging to or leased by County or Lowe's

(vi) A flea market, open air market, or pawn shop

(vii) A child day care facility

(viii) A car wash, except on an Outparcel and where the same shall have been constructed and shall use sanitary sewer, water and storm water drainage lines entirely separate from those solely utilized by the Lowe's Parcel

(ix) A medical clinic or medical office, including a hospital or an emergency services clinic; provided, however, that such restriction against a medical office shall not prohibit

dental, dermatology, chiropractic, osteopathic, ophthalmology, or optician clinics or offices or any general family practice office or clinic (but not a specialized clinic such as a family planning clinic, cosmetic surgery, immunology clinic, gynecology/obstetrics clinic, or indigent services clinic, other than those specific uses allowed in the previous clause) on the condition that the combined floor area for all such offices and clinics cannot exceed 4,000 square feet.

(x) A storage or mini-warehouse facility.

(xi) An establishment for the sale or rental of automobiles, trucks, mobile homes, boats or recreational motor vehicles, however, Lowe's shall have the right to rent or allow rental of delivery trucks and similar vehicles as an incidental part of its use of the Lowe's Parcel

(xii) A dry cleaning plant, central laundry or Laundromat (provided, however, an establishment where laundry, dry cleaning, and the like is dropped off and picked up for cleaning and/or laundering at another location is permitted)

(xiii) A hotel or motel

(xiv) A training or educational facility (including, without limitation, a school, college, reading room or other facility catering primarily to students and trainees rather than customers); provided that such restrictions shall not prohibit (i) the incidental use by Lowe's of an otherwise permitted business for training or classes, such as "how to" classes taught in conjunction with the sale of retail items from an otherwise permitted retail use, (ii) a Kumon, Sylvan Learning Center or a similar nationally recognized educational center providing tutoring services to K-12 students and operating at least fifty (50) centers under the same trade name, or (iii) a governmental training or educational facility

(xv) Veterinary hospital or animal raising or boarding facilities, except in connection of a Petsmart or PetCo as such stores are operated throughout the country as of the date hereof, or a similar nationally recognized pet supply store operating at least fifty (50) stores under the same trade name, provided (a) such activities are incidental to such operation and consistent with such services provided at the other locations, (b) any kennels, runs and pens shall be located inside the Building, and (c) the combined incidental veterinary and boarding facilities shall occupy no more than fifteen percent (15%) of the total square feet of the pet supply store. Such Owner shall use or require its tenant to use reasonable efforts not to permit its customers to

allow their pets to urinate or defecate in the Common Area and will promptly clean up, at its sole cost and expense, and prevent the accumulation of any pet stains, pet odors or pet droppings

(B) During the term of this ECCR no portion of the Shopping Center may at any time, be used for any of the following uses whatsoever

(i) An adult type bookstore or other establishment selling, renting, displaying or exhibiting pornographic or obscene materials (including without limitation: magazines, books, movies, videos, photographs or so called "sexual toys") or providing adult type entertainment or activities (including, without limitation, any displays or activities of a variety involving, exhibiting or depicting sexual themes, nudity or lewd acts)

(ii) A massage parlor

(iii) A Sexually Oriented Business

(iv) A skating rink

(v) A mortuary, crematorium or funeral home

(vi) A mobile home or trailer court, labor camp, junkyard or stockyard.

(vii) A landfill, garbage dump or other such facility for the dumping, disposing, incineration or reduction of garbage

(viii) A telephone call center

(ix) A gambling establishment or betting parlor

(x) Assembling, manufacturing, industrial, distilling, refining, or smelting facility.

(xi) Any mining, oil, gas or other natural resource drilling, extraction or operation, except to the most restrictive extent permitted to be legally exercised by any owner or holder of any existing mineral rights reservation or royalties

Section 3.4 Exclusive Use Restriction for the Benefit of the Lowe's Parcel.

(A) No portion of the Shopping Center other than the Lowe's Parcel may be used for the following purposes

(i) A hardware store or center

(ii) An appliance store and/or lighting store or center

(iii) A home electronics store or center, provided, however, a Best Buy (provided that it shall not allow any area of its store to be used as a

Pacific Sales), Fry's or Radio Shack or similar regional or national chain establishment shall be permitted

- (iv) A nursery and/or lawn and garden store and/or for the sale of Christmas trees
- (v) A paint store or center, wall paper or wall covering store or center, tile store or center, flooring store or center, carpeting store or center, and/or home decor store or center
- (vi) A retail and/or warehouse home improvement center, lumber yard, building materials supply center, home improvement service center and/or other stores or centers similar to those operated by or as Lowe's, Home Depot, Home Depot Expo, Villagers Hardware, 84 Lumber, Wickes, Hughes Lumber, McCoys, Menard's, stores operating under the Sears name (including, without limitation, Sears Hardware and Sears Home Appliance Showroom) or selling Sears branded goods (e.g. Craftsman, Kenmore), Great Indoors, Pacific Sales, hhgregg, Conn's, Sutherlands, Scotty's and Orchard Supply.

(B) These restrictions or exclusive rights shall also apply to prohibit a business having space in its store devoted to selling the merchandise described in subparagraphs (A)(i) through (A)(vi) when the aggregate of such space (including any outdoor areas) for all such items exceeds the lesser of (i) five percent (5%) of the floor area of such building (which shall include an allocable portion of the aisle space adjacent to the floor area of such use) or (ii) 1,000 square feet of floor area (which shall include an allocable portion of the aisle space adjacent to the floor area of such use)

Section 3.5 Proprietary Rights of Lowe's:

Any owner, occupant or person owning, leasing or otherwise making use of any portion of the Shopping Center shall be deemed, by virtue of accepting such ownership, leasehold interest or making such use, to have covenanted and agreed that (i) the trade names, trademarks, service marks (including, without limitation, all logos, emblems, designs or designating words or names) utilized by Lowe's Home Centers, Inc. or its affiliated companies ("Lowe's"), in connection with the Shopping Center or the conduct of its business thereat are registered and/or

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the proprietary property of Lowe's or its affiliates, (ii) except as provided below, no usage of those marks or names will be made in naming or referring to any activity within or without the Shopping Center and (iii) no usage of such marks or names shall be made without the prior written consent of Lowe's and Lowe's legal counsel, which consent Lowe's may withhold in its sole discretion. Lowe's reserves the right to require any person or entity to whom it may grant a written right to use a given name or mark to enter into a formal written license agreement with Lowe's and to charge a fee or royalty therefor. But, nothing in this Section 3.5 will be construed to prohibit any such owner, occupant or person leasing or otherwise making use of any portion of the Shopping Center from advertising in any form of media or newspaper or other advertising flyer that they are located in the same Shopping Center as Lowe's as long as they do not portray that they are associated with Lowe's.

ARTICLE IV

GENERAL CONSTRUCTION & DEVELOPMENT

Section 4.1 Development Parameters:

(A) Permissible Building Areas: All Buildings must be constructed within a Permissible Building Area. No Building can exceed the Maximum Square Footage shown for each Permissible Building Area on the Site Plan. No building, structure or improvements (other than Common Area Improvements) shall be erected or maintained outside of a Permissible Building Area. The Permissible Building Areas and Maximum Square Footages as shown on the Site Plan cannot be changed without the prior written consents of the Consenting Owners, which changes shall be reflected in an amendment to this ECCR.

(B) Parking Requirements. The County's Parcel(s) and all Outparcels shall be self-supporting with respect to parking and shall each contain not less than twelve (12) paved full size automobile parking spaces per each 1,000 square feet of building floor area for restaurant use (including fast food restaurants) and five (5) paved full size automobile parking spaces for each 1,000 square feet of building floor area for any other permitted use constructed thereon or the number of parking spaces required by applicable law or City granted variance, whichever is greater. The Lowe's Parcel shall contain no fewer than 3.5 parking spaces per each 1,000 square feet of heated building floor area on the Lowe's Parcel or the number of parking spaces required by applicable law or City granted variance whichever is greater. To be self-supporting, the parking spaces must be located on each such parcel so that parking spaces available on other Parcels or

available through easements with other Parcels cannot be counted in meeting the requirements of this Section

(C) Fire Protection Any building, structure or similar improvements constructed in the Shopping Center shall be constructed and operated in such a manner that will preserve the sprinklered rate on the other Buildings, structures or similar improvements in the Shopping Center. The Parties acknowledge that Lowe's initially proposes to construct on the Lowe's Parcel a Building which is classified as an "unlimited area building" under certain building codes. The term "unlimited area building" as used in this ECCR refers to a building that is allowed to exceed area limitations stipulated in the applicable building code, not by virtue of its construction type, but as a condition of its isolation on the property and by its inclusion of a sprinkler system. To facilitate the construction and continuing fulfillment of such requirements, no Permissible Building Area, Buildings or other Structures shall be located within sixty (60) feet of any existing or proposed Building on the Lowe's Parcel. In addition, Lowe's agrees that it will not build any building or other structure on its Permissible Building Area that is located closer than sixty (60) feet of any boundary line

(D) Condition Prior to Construction After the Building on the Lowe's Parcel has initially opened for business, each Parcel shall be kept neat, orderly, mowed as necessary and trimmed (or improved as Common Area) until improved and constructed

Section 4.2 Building Design, Harmony

(A) All structures (including Common Area Improvements such as lighting) erected within the Shopping Center shall be architecturally harmonious (including, without limitation, harmonious colors, materials and designs). The Consenting Owners shall cooperate in creating a reasonably harmonious exterior appearance for the Buildings and Improvements to be constructed by them within the Shopping Center, acknowledging however that the Owner of the Lowe's Parcel may, construct its initial Building and improvements as shown on the plans prepared by Duplant's Design Group, P C and Davidson Landscape Architects L L C listed on Exhibit C as approved by the County on May 24, 2011. All Buildings within the Shopping Center, with the exception of governmental or professional office buildings, shall be single story. Modifications of initial structures as well as construction of subsequent structures (including Common Area Improvements such as lighting) erected within the Shopping Center shall also be required to be architecturally harmonious (including, without limitation, harmonious colors, materials and designs) and subject

to approval by all Consenting Owners as set forth in this Section 4 2(A) regardless of whether or not such modifications of such initial structures or such subsequent structures are constructed by Lowes, the County or their successors or assigns and which approval shall not be unreasonably withheld, conditioned or delayed

(B) Approvals Except as provided in Section 4 2(A) (i.e. the construction of Lowe's initial building) no buildings or structures shall be erected or allowed to remain on any Parcel unless a set of proposed civil plans, including overall site plan, utility plan, grading and drainage plan, elevation drawings and architectural renderings (depicting the exterior elevations of all sides, materials, colors and dimensions), in electronic and/or 11' by 17" format plan (collectively, the "Plans"), have been presented to and approved in writing by the Consenting Owners prior to commencing clearing, grading, or construction of a building of any kind on any Parcel, which approval shall not be unreasonably withheld, conditioned or delayed Upon completion of the Building foundation, an actual field survey of the foundation shall be presented to the Consenting Owners to ensure that it has been constructed in accordance with the Plans. All improvements shall comply with the Plans as approved by the Consenting Owners unless changes are approved in writing by the Consenting Owners The right to make inspections necessary to assure compliance is reserved to the Consenting Owners After initial construction of Buildings and other Improvements, except as provided in Section 4 2(A) (i.e. the construction of Lowe's initial building), no Owner shall make alterations (including, without limitation, harmonious colors, materials and designs) that will substantially change the exterior of its Buildings without the consent of the Consenting Owners, such consents not to be unreasonably withheld, conditioned or delayed

(C) Construction Timing Weather permitting, all paving and landscaping will be finished upon completion of the Building, but in no event shall it be installed later than ninety (90) days after the Building is occupied

Section 4.3 Signage

(A) The parties agree that there will be no Shopping Center pylon or multiple occupant monument sign ("Center Sign") unless otherwise subsequently agreed to by the Consenting Owners

(B) Single occupant monument signs ("Monument Sign") may be located at the location(s) shown on the Site Plan as "Monument Sign" Each Owner shall be entitled to use the

Monument Sign, if any, shown on such Owner's Parcel, and shall be solely responsible for all costs of construction, maintenance and repair of such Monument Sign. The Owner of the Lowe's Parcel shall be allowed to use the Monument Sign shown as "Lowe's Monument Sign" on the Site Plan

(C) The locations of the initial Lowe's Monument Signs are shown on the plans prepared by Duplantis Design Group, P.C and Davidson Landscape Architects L.L.C attached hereto as Exhibit C that have been approved by the County on May 24, 2011. The location of any other Monument Sign and the design of any Monument Sign shall be subject to the prior written consent of the Consenting Owners. If an Owner desires to erect a Monument Sign (other than the initial Lowe's Monument Signs), it shall make its request in writing to the Consenting Owners with a copy of the sign plans. The Consenting Owners shall then have thirty (30) days from receipt of the notice to object to the proposed sign and to state the reason for the objection. Consents under this section shall not be unreasonably withheld, conditioned or delayed and, in the event of an objection, the parties agree to use their best efforts to mutually resolve the objection in an expeditious, diligent and speedy manner.

(D) Notwithstanding the foregoing, there may be erected entrance-exit signs to facilitate the free flow of traffic, which entrance-exit signs shall be of a monument type, not to exceed 3' 3" in height, the type and location of such signs to be approved by the Consenting Owners.

(E) There shall be no other free standing signs allowed in the Shopping Center and there shall be no rooftop signs allowed in the Shopping Center.

Section 4.4 Outparcel Development. Any Outparcel sold or developed within Shopping Center will only be developed under the following guidelines:

(A) Buildings constructed on any of the Outparcels shall not exceed one (1) story, except that a governmental or professional office building not exceeding four (4) stories shall be permitted on the Parcel, provided that such governmental or professional office building shall (i) front on Ball or 54th Street and (ii) only be constructed in the "Multi-Story Area" as shown on the Site Plan.

(B) There shall be no more than three (3) buildings constructed on the County's Parcel(s).

(C) With the exception of governmental or professional office buildings, buildings constructed on any of the Outparcels shall not exceed twenty one (21) feet on roofline and twenty four (24) to twenty six (26) feet on architectural features in height, as measured from the finished floor elevation of the parking area of the Shopping Center

(D) No building constructed on any Outparcel shall have a metal exterior

(E) Any rooftop equipment installed on any Outparcel shall be screened in a manner reasonably satisfactory to the Consenting Owners

(F) No rooftop signs shall be erected on any building constructed on any Outparcel

(G) A Monument Sign may be erected on any Outparcel only with the prior written consent of the Consenting Owners (as provided in Section 4.3(D) above), but in no event shall such Monument Sign block the visibility of any signage on any Building located on the Lowe's Parcel or the visibility of any initial Lowe's Monument Sign

(H) Any Owner or other party purchasing or leasing from County and having an ownership or leasehold interest in an Outparcel shall repair any damage caused to any of the Utility Facilities, as described in Section 2.3 of this ECCR, serving the Shopping Center and the Outparcel which is caused by such Owner or party, to the extent the Outparcel benefits from any of the Utility Facilities serving the Shopping Center and the Outparcel

(I) The foregoing restrictions and agreements are imposed on each of the Outparcels for the benefit of the entire Shopping Center. The agreements, restrictions and covenants herein made shall be deemed restrictive covenants running with the land and shall be binding upon each of the Outparcels and any person who may from time to time own, lease, or otherwise have an interest in any of the Outparcels

Section 4.5 Performance of Construction Work Generally. All construction, alteration or repair work ("Work") undertaken by an Owner that began prior to, or is continuing after, the Building on the Lowe's Parcel has opened for business shall be accomplished in an expeditious, diligent and speedy manner. The person or entity undertaking such Work shall: (i) pay all costs and expenses associated with such Work; (ii) take necessary measures to minimize disruption and inconvenience caused by such Work; (iii) make adequate provisions for the safety and convenience of the Owners and their Permittees; (iv) control dust, noise and other effects of such work using methods customarily utilized in order to control such deleterious effects associated with construction projects in a populated or developed area; (v) repair any and all

damage which may be caused by or result from such Work; (vi) restore all affected portions of any Parcel to a condition equal to or better than the condition existing prior to beginning such Work; (vii) to the extent permitted by the Constitution and laws of the State of Texas, indemnify, defend and hold harmless all other Owners in the Shopping Center against any mechanics liens for such Work, particularly as to Common Areas; and (viii) obtain all necessary governmental approvals. Such Work shall not unreasonably interfere with the business operations on any other Parcel and shall not block or impede the Shopping Center ingress or egress from public streets without the prior written consent of the impacted party. The party performing such Work shall limit all construction work and staging areas to its own Parcel and, except as otherwise may be permitted by an adjacent Parcel Owner in writing, not encroach on any Common Areas on any other Parcel and shall not utilize parking areas of any other Parcel. In connection with Work performed within the Permissible Building Areas of the constructing Owner, incidental encroachment upon the Common Area of the party performing such work may occur in the use of ladders, scaffolding, store-front barricades and similar facilities resulting in temporary obstruction of portions of such Common Area, if such encroachment is kept within reasonable requirements of such Work expeditiously pursued. For construction purposes, ingress and egress from public streets and the Common Areas may be utilized. (a) for ingress and egress of vehicles transporting construction materials and equipment and persons employed in connection with such Work (but each Owner performing Work shall, to the extent reasonably possible and subject to Section 2.5, limit such access to its own Parcel) and (b) temporary storage and parking on the constructing Owner's Parcel of materials and vehicles in connection with such Work. All such Work for which a license is granted above (i) which will be performed by an Owner on another Owner's Parcel (subject to Section 2.5), or (ii) which would adversely affect the ingress and egress to the Shopping Center, the availability of parking and/or circulation of traffic in the Shopping Center, or the operation and supply of common utility facilities to or in the Shopping Center shall be undertaken only after giving the other Owners thirty (30) days prior written notice of the Work to be undertaken, and the scope, nature, duration, location and extent of the Work. Such notice shall include any plans and specifications for the Work ("Plans"). No such Work shall be performed in the Common Areas without the prior written consent of the Owner of the Lowe's Parcel or the County's Parcel(s), whichever is appropriate, such consent not to be unreasonably withheld.

conditioned or delayed. In the event of any emergency involving an immediate and imminent threat of substantial harm or injury to persons or property, only such notice as may be reasonable under the circumstance shall be required.

Section 4.6 Compliance in Construction: All work which an Owner undertakes pursuant to this ECCR shall comply with the Plans, the requirements of all applicable governmental authorities, public bodies and other entities (such as public utilities) having jurisdiction, and all applicable laws, ordinances, rules and regulations, including procurement of all licenses and permits required for such Work. The consent by the Owner of the Lowe's Parcel or the consent by the Owner of the County's Parcel(s) of any such Work or Plans, under any provisions of this ECCR, shall not constitute any assumption of responsibility for the accuracy, sufficiency or propriety of such Work or Plans, nor shall such consent constitute a representation or warranty that such Work or Plans will be economic to construct or will comply with law.

Section 4.7 Construction Insurance:

(A) Prior to commencing any construction activities within the Shopping Center, each Owner/Occupant shall obtain or require its contractor to obtain and thereafter maintain so long as such construction activity is occurring, at least the minimum insurance coverage set forth below:

(i) **Worker's Compensation and Employer's Liability Insurance:** The general contractor and each of its subcontractors shall carry workers' compensation and employer's liability coverage as outlined below:

- (a) Worker's compensation insurance as required by any applicable law or regulation with statutory limits.
- (b) Employer's liability insurance in the amount of \$1,000,000 each accident for bodily injury, \$1,000,000 policy limit for bodily injury by disease and \$1,000,000 each employee for bodily injury by disease.

(ii) **Commercial General Liability Insurance:** Commercial General Liability insurance covering all operations by or on behalf of the general contractor and any subcontractors, which shall include the following minimum limits of liability:

- (a) \$2,000,000 each occurrence for bodily injury, death and property damage,

(b) \$5,000,000 per project aggregate for products and completed operations (which shall be maintained for a three (3) year period following final completion of work)

The commercial general liability policy shall include coverage for contractual liability and shall be endorsed to include coverage for Explosion, Collapse and Underground (XCU) hazard, if applicable. If the commercial general liability policy does not provide for per project aggregate limits as required herein, then the insuring party shall carry coverage sufficient to bring the aggregate limits for the general aggregate and the products/completed operations aggregate to not less than \$10,000,000 each (may include excess liability coverage)

(iii) Automobile Liability Insurance Automobile liability insurance covering any auto with minimum combined single limit of \$1,000,000 for bodily injury, death and property damage. The general contractor shall require each of its subcontractors to maintain automobile liability insurance covering any auto with minimum combined single limit of \$1,000,000 for bodily injury, death and property damage.

(iv) Builders Risk Insurance Builder's Risk insurance with limits up to the maximum coverage obtainable through National Flood Insurance and the Texas Wind Pool Association or the replacement costs of the improvements on a completed value basis, whichever is lesser, including coverage for on-site materials and materials in-transit or stored off-site, naming the County, Owner, the general contractor and subcontractors as additional insureds.

(B) If the construction activity involves the use of another Parcel, then the Owner and mortgagee of such Parcel shall each be additional insured(s) under the commercial general liability required herein and such insurance shall provide that the insurance shall not be canceled without endeavoring to provide thirty (30) days prior written notice to the additional insureds. If such insurance is canceled or expires, then the constructing party shall immediately stop all work on or use of the other Owner's Parcel until either the required insurance is reinstated or replacement insurance obtained. Each Owner or occupant, as the case may be, shall supply or cause its general contractor to supply each Owner with certificates with respect to all insurance required by this Section. The insurance required pursuant to this Section 4.7 shall be primary for any claims resulting from the performance by or on behalf of general contractor of the services herein.

(C) All insurance required herein shall be procured from either companies authorized to do business in the United States and the State of Texas and shall be rated by A.M. Best at not less than A-/VII or, in the event the insured is a governmental entity, governmental insurance pools available to that entity, e.g. Texas Municipal League or Texas Association of Counties. The commercial general liability insurance may be provided under (i) an individual policy covering this location with per project minimum limits of \$2,000,000 per occurrence and aggregate limits of \$5,000,000 each general aggregate and products/completed operations aggregate, (ii) a blanket policy or policies which includes other liabilities, properties and locations of such party (provided, however, that if such blanket commercial general liability insurance policy or policies contain a general policy aggregate of less than \$10,000,000, then such insuring party shall also maintain excess liability coverage necessary to establish a total aggregate limit of \$10,000,000 each for the general aggregate and the products/completed operations aggregate), (iii) a plan of self-insurance, provided that any party so self-insuring notifies the other parties of its intent to self-insure and agrees that upon request it shall deliver to such other parties each calendar year a copy of its annual report or its CAFR (Comprehensive Annual Financial Report) that is audited by an independent certified public accountant which discloses that such party (as to Lowe's such party shall consist of Lowe's and its parent corporation and as to County such party shall consist of the County of Galveston, a political subdivision of the State of Texas) has a net worth in excess of \$125,000,000 as determined by generally accepted accounting principles consistently applied, or (iv) a combination of any of the foregoing insurance programs. A party is excused from the requirement to deliver a copy of its annual report or its CAFR provided a copy is publicly available through the internet or similar means. To the extent of any deductible carried by a party, such party shall be deemed to be covering the amount thereof under an informal plan of self-insurance, provided, however, that in no event shall any deductible exceed \$250,000 unless such party complies with the requirements regarding self-insurance pursuant to (iii) above. Each party agrees to furnish to any party requesting in writing the same, a certificate(s) of insurance evidencing that the insurance required to be carried by such party is in full force and effect.

(D) The insurance required above shall provide that except with respect to the limits of insurance, the coverage applies separately to each insured against whom claim is made or suit is brought and contains no cross-claim exclusions. All insurance required pursuant to this

Section 4.6 shall be written on an occurrence form utilizing the most current ISO policy form (or equivalent).

Section 4.8 Damage and Destruction: In the event of the destruction or damage to any extent to any Buildings or Improvements located in the Shopping Center, the affected Owner shall, (unless, due to no fault of the affected Owner, it is unable to obtain the necessary Building Permits from the City of Galveston,) either (1) diligently commence and pursue completion of the repair or restoration of such Building or Improvement, or (2) within ninety (90) days after the destruction or damage, level such Building or Improvement, remove the debris and keep the Parcel neat, orderly, planted in grass or other natural vegetation and mowed/trimmed (or otherwise treated for dust and weed control) so that the Parcel is in a clean, orderly, sightly and safe condition until it is subsequently improved, constructed upon and operated. In the event any Building, structure or other Improvement on an Outparcel shall be damaged or destroyed by any fire or other casualty, the Owner, lessee or user of the Outparcel shall, (unless, due to no fault of the affected Owner it is unable to obtain the necessary Building Permits from the City of Galveston,) within thirty (30) days of such damage or destruction (a) commence to repair and/or reconstruct such improvements to the condition required by this Section; or (b) level such Building or improvement, remove the debris from the Outparcel and keep the Outparcel neat, orderly, planted in grass and mowed/trimmed until subsequently improved, constructed upon and operated so that the Parcel is in a clean, orderly, sightly and safe condition.

Section 4.9 Eminent Domain

(A) Owner's Right to Award Nothing herein shall be construed to give any Party any interest in any award or payment made to any other Party in connection with any exercise of eminent domain or transfer in lieu thereof affecting said other Party's Parcel giving the public or any government any rights in said Parcel. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of the Common Area located in the Shopping Center, the award attributable to the land and improvements of such portion of the Common Areas shall be payable only to the Owner thereof, and no claim thereon shall be made by the Owners of any other portion of the Common Area, except that (i) if the taking includes a Sign Easement or improvements benefiting more than one Party, including but not limited to any Utility Facilities or Common Area Improvements, the parties agree to cooperate to reasonably relocate such improvements and the portion of the award allocable thereto shall be used to relocate, replace or

restore such improvements to a useful condition, and (ii) if the taking includes easement rights which are intended to extend beyond the term of this ECCR, the portion of the award allocable to each such easement right shall be paid to the respective grantees thereof

(B) Collateral Claims. All other Owners of the Common Area may file collateral claims with the condemning authority for their losses which are separate and apart from the value of the land area and improvements taken from another Owner.

(C) Tenant's Claim. Nothing in this Section 4.9 shall prevent a tenant from making a claim against an Owner pursuant to the provisions of any lease between tenant and Owner for all or a portion of any such award or payment.

(D) Restoration of Common Area. The Owner of any portion of the Common Area so condemned shall promptly repair and restore the remaining portion of the Common Area within its respective Parcel as nearly as practicable to the condition of the same immediately prior to such condemnation or transfer, to the extent that the proceeds of such award are sufficient to pay the cost of such restoration and repair and without contribution from any other Owner.

ARTICLE V

MAINTENANCE, TAXES AND INSURANCE

Section 5.1 Maintenance. Each Owner hereto shall maintain the Building(s) and the Common Areas on its Parcel in good order and condition and state of repair in accordance with the standards of good shopping center operations including (but not limited to) sweeping and removal of trash, litter and refuse, painting and striping of parking areas, repair and replacement of paving as necessary, maintenance of landscaped areas (including replacement and replanting), removal of ice and snow from driveways and parking areas, and maintenance and repair or lighting standards and signs. Each Owner covenants that it, in addition to other requirements of this Section, will keep the inside and outside of all glass in the doors and windows of its buildings clean, will maintain its buildings at its own expense in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests, will not permit accumulation of garbage, trash, rubbish and other refuse, and will remove same at its own expense, and will keep such refuse in proper containers or compactors in places designated therefore until called for to be removed, and will keep the Common Areas on its Parcel clear of accumulations of ice and snow. The maintenance and repair of the Buildings and Improvements on each Parcel should be

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of such a character that their appearance will be that of a unified shopping center and, accordingly, the Parties agree to cooperate with each other in good faith with respect to said maintenance and repair and, to the extent reasonably possible, coordinate such repair and maintenance

(A) Lighting Each Owner shall cause the Common Area on its Parcel to be adequately lit for at least the hours during which the business on the Lowe's Parcel is open for business and for one (1) hour after Closing. In addition, at all other times, sufficient lighting shall be required so as to enable law enforcement personnel to adequately patrol the Common Area without the need for additional lighting. Each Owner shall be solely responsible for the payment of all electricity bills for lighting located on the Common Area on its Parcel. In the event an Owner wishes to have the Common Area lights on another Owner's Parcel, more brightly illuminated before or after the required time period, an Owner shall have the right, at any time, to require the Owner that controls the lighting on such Parcel to keep the Common Area lights it controls operating as stipulated by the requesting Owner, provided that the requesting Owner provides written notice to the other Owner not less than fifteen (15) days in advance and agrees to reimburse the other Owner 110% of the reasonable cost for such additional operation, including electrical power and bulbs, within forty-five (45) days of receipt of an invoice with reasonable documentation of the costs.

Section 5.2 Maintenance Director Subject to the mutual agreement of each of the Consenting Owners, a third party may be appointed to maintain and repair the Common Areas in the manner as above outlined (the "Maintenance Director"). The Maintenance Director may receive for such agency a fee that is mutually acceptable to the Consenting Owners to cover supervision, management, accounting and similar fees. The cost of all maintenance and repair activities undertaken by the Maintenance Director, together with the agency fee, shall be prorated between all Owners based upon acreage owned. An Owner shall pay its proportional share of all such costs and fees within forty five (45) days following its receipt of a detailed invoice thereafter. In addition, if the Owner is the County, the provisions of the Texas Prompt Payment Act will apply and supersede other provisions contained herein.

Section 5.3 Failure in Performing Maintenance Responsibilities: In the event that an Owner fails or defaults in its maintenance obligations as set forth in Section 5.1, which failure continues for a period of thirty (30) days (ten [10] business days in the event of a failure to pay

money) after receipt of written notice thereof specifying the particulars of such failure, such failure shall constitute a breach under the ECCR and either Consenting Owner (the "Curing Party") may thereafter perform such maintenance obligations, in addition to such Owner's other remedies. The Curing Party shall then invoice the defaulting Owner for the expenses incurred. The defaulting Owner shall have fifteen (15) days to pay the Curing Party after receipt of the invoice. If the defaulting Owner is the County, the provisions of the Texas Prompt Payment Act will apply and supersede other provisions contained herein. If the defaulting Owner does not so pay, the Curing Party shall have a lien on the Parcel of the defaulting Owner for the amount of the invoice, which amount shall bear interest at the Default Rate from the date of expiration of said fifteen (15) day period until paid

Section 5.4 Taxes: The Owner of each Parcel shall pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities all real property taxes and assessments which are levied against such Owner's Parcel. In the event an Owner fails to pay when due all taxes and assessments described herein, which failure continues for a period of ten (10) days after written notice thereof, such failure shall constitute a breach under this ECCR and either Consenting Owner (the "Curing Party") may, in addition to such Owners' other remedies, thereafter pay such taxes if such taxes are delinquent and the owing Owner has not commenced and is not duly prosecuting any contest of such taxes. The Curing Party shall then invoice the defaulting Owner for the expenses incurred. The defaulting Owner shall have ten (10) business days after receipt of the invoice to pay the Curing Party. If the defaulting party is the County, the provisions of the Texas Prompt Payment Act will apply and supersede other provisions contained herein. If the defaulting Owner does not so pay, the Curing Party shall have a lien on the Parcel of the defaulting Owner for the amount of the invoice, which amount shall bear interest at the Default Rate from the date of expiration of said ten (10) business day period until paid

Section 5.5 Insurance. Each Owner will at all times maintain or cause to be maintained with respect to its Parcel and all Buildings and Improvements thereon (i) commercial property insurance insuring against risk of direct physical loss or damage, including the perils of fire, wind, flood and earthquake, for the full replacement cost of the Building(s) and Improvements located thereon or to the maximum amount of coverage that is available through the National Flood Insurance Program and the Texas Wind Pool Association,

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whichever is lesser, and (ii) except as otherwise pertains to the County as stated below, commercial general liability insurance (including contractual liability coverage) against claims for bodily injury, death or property damage occurring on, in or about such Owner's Parcel with minimum limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence and FIVE MILLION DOLLARS (\$5,000,000) general aggregate (may include excess liability policies) Nothing herein shall be construed from prohibiting an Owner which has a net worth in excess of ONE HUNDRED TWENTY FIVE MILLION DOLLARS (\$125,000,000) as determined by generally accepted accounting principles consistently applied, from self-insuring for such insurance coverage (as to Lowe's, the net worth requirement may be met through the combined net worth of the contracting Owner and its parent corporation) All insurance required pursuant to this Section 5.5 shall be written on an occurrence form utilizing the most current ISO policy form (or equivalent) Each Owner agrees to furnish to any other Owner requesting in writing, a certificate(s) of insurance evidencing that the insurance required to be carried by such Owner is in full force and effect In the event the Owner is the County, the County may self insure against general liability and the limits of the commercial general liability insurance required of the County shall be those prescribed by what is commonly called the Texas Tort Claims Act as it currently exists or may hereafter be amended

Section 5.6 Failure to Carry Insurance: In the event an Owner fails to maintain the insurance or to self insure itself as described above, which failure continues for a period of ten (10) days after written notice thereof, such failure shall constitute a default under this ECCR and the Owner of the Lowe's Parcel and/or the Owner of the County's Parcel(s) (the "Curing Party") may, in addition to such Owners' other remedies, thereafter obtain and pay for such insurance The Curing Party shall then bill the defaulting Owner for the expenses incurred. The defaulting Owner shall have fifteen (15) days within which to pay the bill If the defaulting Owner is the County, the provisions of the Texas Prompt Payment Act shall apply and supersede other provisions contained herein If the defaulting Owner does not so pay, the Curing Party shall have a lien on the Parcel of the defaulting Owner for the amount of the bill, which amount shall bear interest at the Default Rate from the date of expiration of said fifteen (15) days period until paid

Section 5.7 Cross Indemnity: To the extent not covered by the insurance policies described above, and to the extent permitted by the Constitution and laws of the State of

Texas each Owner (the "Indemnitor") will pay, and indemnify, defend and hold harmless the other Owner (the "Indemnitee") from and against, all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature arising from: (i) any injury to or death of a person or loss of or damage to property occurring on the Indemnitor's Parcel; (ii) any use or condition of the Indemnitor's Parcel; and (iii) any negligence or tortious acts of the Indemnitor or any of his tenants, licensees, agents or employees.

Section 5.8 Waiver of Subrogation. Each Owner (the "Releasor") hereby releases the other Owners (the "Releasees"), to the extent of their agreed insurance coverage or any amounts covered under a program of self insurance pursuant to Section 5.5, from any and all liability for any loss or damage caused by fire or any of the losses covered by the releasing party's property insurance or loss covered by the releasing party's commercial general liability insurance, even if such property or casualty loss shall be brought about by the fault or negligence of the other Owner. The Owners agree to include in their insurance a clause permitting such release. Failure by any Owner to include this release in their insurance policies shall relieve all other Owners from the obligation to grant the release as to such failing Owner. Except as provided herein, nothing contained in this agreement shall be deemed to release any party from liability for damages resulting from the fault or negligence of that party or its agents, contractors or employees.

ARTICLE VI

DEFAULT, REMEDIES

Section 6.1 Default. The occurrence of any one or more of the following events shall constitute a breach of this ECCR by the non-performing party (the "defaulting Owner")

(A) The failure to perform any obligation of Article V hereof and to cure such failure within the time requirements cited therein which shall be a breach under this ECCR without necessity of any further notice to the defaulting party other than as provided for in Article V,

(B) The failure to make any payment required to be made hereunder within ten (10) business days of the due date which shall be a breach under this ECCR without necessity of any notice to the defaulting party, or

(C) The failure to observe or perform any other of the covenants, conditions or obligations of this ECCR or to abide by the restrictions and requirements herein provided, other

than as described in (A) above, which shall be a breach under this ECCR after expiration of thirty (30) days after the issuance of a notice by a non-defaulting Owner ("Non-Defaulting Owner") specifying the nature of the default claimed.

Section 6.2 Remedies for all Owners: Each non-defaulting Owner shall have the right to prosecute any proceedings at law or in equity against any Owner or any other person for breach of any easement or restriction benefiting such non-defaulting Owner. Such proceeding shall include the right to restrain by injunction any such violation or threatened violation and to obtain a decree to compel performance of any such easements or restrictions. No Permittee shall have the right to bring any action to enforce any provision of this ECCR and no enforcing Owner shall have the obligation to join any Permittee in any action to enforce this ECCR.

Section 6.3 Right to Cure: With respect to any default under Section 6.1, any Non-Defaulting Owner who is a Consenting Owner (the "Curing Owner") shall have the right, but not the obligation, in addition to any remedy available at law or equity, to cure such default by the payment of money or the performance of some other action for the account of and at the expense of the defaulting Owner (except as otherwise limited in Article V), provided, however, that in the event the default shall constitute an emergency condition involving an immediate and imminent threat of substantial injury or harm to persons or property, the Curing Owner, acting in good faith, shall have the right to cure such default upon such advance notice as is reasonably possible under the circumstances or, if necessary, due to such emergency, without advance notice, so long as notice is given as soon as possible thereafter. To effectuate any such cure, the Curing Owner shall have the right to enter upon the Parcel of the defaulting Owner (but not into any Building) to perform any necessary work or furnish any necessary materials or services to cure the default of the defaulting Owner. Each Owner shall be responsible for the non-performance or default of its Occupants and lessees. In the event any Curing Owner shall cure a default, the defaulting Owner shall reimburse the Curing Owner for all costs and expenses incurred in connection with such curative action, plus interest at the Default Rate, within ten (10) business days of receipt of demand, together with reasonable documentation supporting the expenditures made. If the defaulting Owner is the County, the provisions of the Texas Prompt Payment Act shall apply and supersede other provisions contained herein.

Section 6.4 Liens: Costs and expenses accruing and/or assessed pursuant to Section 6.3 above and the amounts described in Section 6.1 shall constitute a lien against the

defaulting Owner's Parcel. A lien under this Section 6 4 or under Article V shall attach and take effect upon recordation of a claim of lien in the applicable real estate records office of the county in which the said Parcel is located, by the Curing Owner or Curing Party making the claim or upon such earlier date or event specified in this ECCR. If a claim of lien is recorded, it shall include the following:

- (A) The name and address of the lien claimant;
- (B) A statement concerning the basis for the claim of lien and identifying the lien claimant as a Curing Owner and/or Curing Party;
- (C) An identification by name and address (if known) of the Owner or reputed Owner of the Parcel or interest therein against which the lien is claimed,
- (D) A description of the Parcel against which the lien is claimed,
- (E) A description of the work performed which has given rise to the claim of lien,
- (F) A statement itemizing the total amount due, including interest, and
- (G) A statement that the lien is claimed pursuant to the provisions of this ECCR, reciting the date, book and page of recordation hereof.

The notice shall be duly acknowledged and contain a certificate that a copy thereof has been served upon the Owner against whom the lien is claimed, by personal service or by mailing pursuant to Section 7 5 below. The lien so claimed shall attach from the date of recordation solely in the amount claimed thereby and may be enforced in any judicial proceedings allowed by law, including without limitation, suit in the nature of a suit to foreclose a mortgage or mechanic's lien under the applicable provisions of the law of the State in which the Shopping Center is located.

Section 6 5 Cumulative Remedies: All of the remedies permitted or available to a Consenting Owner under this ECCR or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy

Section 6 6 No Waiver: No delay or omission of any Owner in the exercise of any right accruing upon any default of any other Owner shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of

such default. No waiver by any Owner of any default under this ECCR shall be effective or binding on such Owner unless made in writing by such Owner and no such waiver shall be implied from any omission by an Owner to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers or any default under any provision of this ECCR shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained in this ECCR.

Section 6.7 No Termination for Breach: No breach, whether or not material, of the provisions of this ECCR shall entitle any Owner to cancel, rescind or otherwise terminate this ECCR, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have hereunder by reason of any breach of the provisions of this ECCR.

Section 6.8 Limitation of Liability: Notwithstanding the foregoing, any person acquiring fee or leasehold title to a Parcel, or any portion thereof, shall be bound by this ECCR only as to the Parcel or portion of the Parcel acquired or possessed by such person. In addition, such person shall be bound by this ECCR only during the period such person is the fee leasehold Owner or occupant of such Parcel or portion of the Parcel, and, upon conveyance or transfer of the fee or leasehold interest shall be released from liability hereunder, except as to the obligations, liabilities or responsibilities that accrue prior to such conveyance or transfer. Although persons may be released under this Section 6.8, the easements, covenants and restrictions in this ECCR shall continue to be benefits to and servitudes upon said Parcels running with the land.

Section 6.9 Attorneys Fees: In the event of a breach hereof, the non-prevailing Owner shall pay the reasonable attorney's fees (and the reasonable attorneys' fees on appeal) of the prevailing Owner.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Estoppel Certificates: Each Owner shall upon not less than thirty (30) days from receipt of written notice from the requesting Owner execute and deliver to the requesting Owner, not more often than once in any calendar year for no charge, an estoppel certificate stating that (i) either this ECCR is unmodified and in full force and effect or has been modified

(and stating the modification), and (ii) whether or not such Owner has sent any notice of any default to any other Owner under this ECCR.

Section 7.2 Term and Perpetuity Except as otherwise set forth herein, the agreements, conditions, covenants, and restrictions created and imposed herein shall be effective upon the date hereof and shall continue in full force and effect, to the benefit of and being binding upon all Owners, their heirs, executors, administrators, successors, successors-in-title, and assigns for a term of sixty (60) years from the date hereof, and shall be renewed automatically for successive ten (10) year periods, unless the Owners terminate or affirmatively elect not to renew this ECCR by the consent of all the Owners pursuant to a writing recorded in the real property records of the county and state in which the Shopping Center is located. Said agreements and restrictions shall be unaffected by any change in the ownership of any real property covered by this ECCR or by any change of use, demolition, reconstruction, expansion or other circumstances, except as specified herein. Notwithstanding the foregoing, the easements contained herein binding and benefiting the Parcels shall be perpetual and shall run with the land. Upon termination of the agreements, conditions, covenants and restrictions of this ECCR, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of this ECCR, except as related to the easements cited and mentioned herein, shall terminate and have no further force or effect.

Section 7.3 Entire Agreement This ECCR, together with any Exhibits referred to herein, constitute the entire agreement between the parties hereto. The Parties do not rely upon any statement, promise or representation not herein expressed.

Section 7.4 Amendment This ECCR may not be amended except by agreement of the Consenting Owners in writing.

Section 7.5 Transfer of Interests, Notices

(A) In the event that any person or entity (the "Acquiring Party") shall acquire a fee or mortgage interest in any Parcel subject to this ECCR, or any portion thereof, the Acquiring Party shall execute and file in the land records of Galveston County, State of Texas, a statement setting forth the name of the Acquiring Party, the address of the Acquiring Party to which all notices for the purposes of this ECCR may be sent, the nature of the interest held by the Acquiring Party, and the date that such interest was acquired (the "Notice Statement"). Contemporaneously with such filing, the Acquiring Party shall also send by certified mail, return receipt requested, or

deposit with a nationally recognized overnight delivery service, a copy of such Notice Statement to all other Owners of any Parcel subject to this ECCR, or any portion thereof, as reflected by the Notice Statements then of record in the land records of Galveston County, State of Texas (the "Existing Interest Holders") Until such time as an Acquiring Party files and mails such Notice Statement in accordance with the terms of this Section, it shall not be entitled to receive any notice required or permitted to be given under this ECCR, and the Existing Interest Holders shall have no obligation to give any such notice to the Acquiring Party. Any change of address shall require the filing and mailing of a new Notice Statement. Until such time as the Notice Statement for such change of address is effective pursuant to the terms of this Section, the last address of said party shall be deemed to be the proper address of said party It is understood and agreed that the provisions of this Section 7.5 regarding the recordation of the Notice Statement are satisfied with respect to County and Lowe's

(B) Any notice or invoice required or permitted to be given under this ECCR shall be in writing and shall be deemed to have been given upon deposit in the United States Mail as certified mail, return receipt requested, postage prepaid or deposit with a nationally recognized overnight delivery service, and addressed to the Party being notified at the address given below (or such other address which any party may designate for itself from time to time hereafter by written notice to the other Party)

County	Hon. Mark Henry County Judge County of Galveston 722 Moody, 2 nd Floor Galveston, Texas 77550
--------	--

with a copy to	Harvey Bazaman Director, County Legal County of Galveston 722 Moody, 5 th Floor Galveston, Texas 77550
----------------	---

Lowe's	Lowe's Home Centers, Inc Box 1111 North Wilkesboro NC 28656 1605 Curtis Bridge Road, Wilkesboro, NC 28697 Attention: Real Estate Director- South/South Central Region
--------	---

with a copy to:

Lowe's Home Centers, Inc.
Box 1000
Mooresville NC 28115
1000 Lowe's Blvd, Mooresville, NC 28117
Attention: Legal Department (NB6LG)

Section 7.6 Ground Lessee Assignment: The rights and obligations of any Owner hereunder may be assigned in whole or in part to one or more ground leasees which rights and obligations shall be expressly assumed by such ground lessee or lessees for the term of the ground lease or leases between such Owner and such ground lessee or lessees

Section 7.7 Covenant to Open No Covenant to Continuously Operate: As set forth in Paragraphs 39 and 40 of that one certain Agreement to Sell and Purchase Real Estate between Lowe's and the County dated January 19, 2011, a copy of which may be found in the minutes of the Galveston County Commissioners' Court meeting held on January 19, 2011 the Owner of the Lowe's Parcel has agreed to commence construction of a Lowe's on or before one hundred twenty (120) days after acquisition of the Lowe's Parcel with minimum square footage of 94,000 and to complete construction and open to the public within twenty four (24) months following the commencement of construction, subject to events of force majeure. Thereafter, the Owner of the Lowe's Parcel is not obligated to continuously operate a business on the Lowe's Parcel and, specifically, is not obligated to continuously operate or operate for any specific period of time a Lowe's building supply or home improvement retail warehouse or any store on the Lowe's Parcel. Nothing contained in this ECCR shall be construed, interpreted or otherwise read to require the Owner of the Lowe's Parcel to continue to operate a business on the Lowe's Parcel or to prevent the Owner of the Lowe's Parcel from closing its business on the Lowe's Parcel

Section 7.8 Severability. In the event any provision or portion of this ECCR is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof

Section 7.9 No Public Dedication. Nothing contained herein shall be deemed or implied to be a gift, grant or dedication of the Shopping Center or any portions thereof, to the general public, or for any public use or purpose whatsoever with the exception that the parties agree that sufficient Right of Way will be dedicated and conveyed to the City of Galveston by Lowe's and

Galveston, TX
ProLaw # 42773

other third parties to enable the construction of an extension of 57th Street from Avenue H (Ball) to Avenue J (Broadway) provided, however that Lowe's shall not be required to dedicate and convey any portion of the Lowe's Parcel unless the other third parties agree to do the same. Except as may be specifically provided herein, no right, privileges or immunities of any Owner hereto shall inure to the benefit of any third-party, nor shall any third-party be deemed or considered to be a beneficiary of any of the provisions herein contained

Section 7.10 Counterparts. This ECCR may be executed in one or more counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

Section 7.11 Relationship of the Parties. Nothing contained herein shall be construed or interpreted as creating a partnership, joint enterprise or joint venture between or among the Parties hereto or the Owners. It is understood that the relationship between the Parties hereto and Owners is an arms length one that shall at all times be and remain that of separate owners of real property. No Party hereto nor any Owner shall have the right to act for or on behalf of another Party or Owner, as agent or otherwise, unless expressly authorized to do so by separate written instrument signed by the Party or Owner to be charged or bound, except as otherwise specifically provided herein

Section 7.12 Construction of Documents. Each of the Parties has participated in negotiations in the drafting of the terms and conditions of this ECCR, the Parties agree that this ECCR shall be construed without regard to the identity of the person or Party who drafted the various provisions and any rule of construction that a document is to be construed against the drafting party shall not be applicable. Whenever required by the context of this ECCR, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa

Section 7.13 Governing Law. As long as the County of Galveston is the Owner of all or any portion of the County's Parcel(s), this ECCR shall be governed by and construed in accordance with the laws of the State of Texas and venue shall lie in Galveston County. Upon sale by the County of one hundred percent (100%) of its interest in the County's Parcel(s) to a third party(ies), other than the federal government or another political subdivision of the State of Texas, this ECCR shall be governed by and construed in accordance with the laws of the state of North Carolina. In addition, upon sale by the County of one hundred percent (100%) of its

interest in the County's Parcel(s) to a third party(ies), other than the federal government or another political subdivision of the State of Texas, the Parties hereby consent and submit to the jurisdiction and forum of the state and federal courts in the State of North Carolina in all questions and controversies arising out of this Agreement. In the event the federal government or another political subdivision of the State of Texas becomes an Owner of all or any portion of the County's Parcel(s), this ECCR shall continue to be governed by and construed in accordance with the laws of the State of Texas and venue shall continue to lie in Galveston County

Section 7 14 Waiver of Jury Trial. WITH THE EXCEPTION OF THE COUNTY OF GALVESTON THE PARTIES AND ALL PERSONS WHOSE RIGHTS DERIVE BY, THROUGH OR UNDER SUCH PARTIES, HEREBY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY CLAIM, ACTION, PROCEEDING OR COUNTERCLAIM ON ANY MATTERS ARISING OUT OF OR IN ANY WAS CONNECTED WITH THIS ECCR. BUT, THE PARTIES FURTHER AGREE THAT AS A PRECONDITION TO FILING SUIT AGAINST EACH OTHER THAT THEY WILL FIRST ATTEMPT TO RECONCILE THEIR DIFFERENCES VIA NON-BINDING MEDIATION THAT WILL TAKE PLACE IN THE CITY OF GALVESTON WITH ALL EXPENSES OF SUCH MEDIATION BEING EQUALLY SHARED BY THE PARTIES

Section 7 15 Non-Merger: So long as Lowe's is Owner or lessee of the Lowe's Parcel, this ECCR shall not be subject to the doctrine of Merger

Section 7 16 Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this ECCR nor in any way affect the terms and provisions hereof

Section 7.17. No Waiver of Governmental Immunity Nothing in this ECCR shall be construed to constitute a waiver of the County's sovereign or governmental immunity against any claim or cause of action filed by any other Party to this ECCR, to such Parties' successors or assigns, or by any third party.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this ECCR as of the day and year first written above

[Remainder of Page Left Intentionally Blank; Signatures on Following Pages]

Signature Page for Lowe's (BCCR)

Lowe's:
Lowe's Home Centers, Inc.,
North Carolina Corporation

By: *Gary E Wyatt*
Name: Gary E Wyatt
Title: Senior Vice President

State of North Carolina

County of Wilkes

On this 13th day of October, 2011, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Gary E Wyatt, is the person described in and who executed the foregoing instrument, who, being by me first duly sworn, stated that he is the Sr. Vice Pres of Lowe's Home Centers, Inc., a North Carolina Corporation, and that he executed such instrument on behalf of said corporation by authority of its board of directors, and said person acknowledged to me that he executed such instrument as the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written

Notary Public: *Tanya C. Benfield*
Printed Name: Tanya C. Benfield

My Commission Expires:

Tanya C. Benfield
Notary Public
Sunny County, NC
Commission Expires October 9, 2016

Signature Page for County (ECCR)

County:

Galveston County

By: Mark Henry
Mark Henry
County Judge

State of Texas §
§
County of Galveston §

On this 4th day of October, 2011, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Mark Henry, to me personally known to be the person described in and who executed the foregoing instrument, who, being by me first duly sworn, stated that he/she is the County Judge of Galveston County, a political subdivision of the State of Texas, and that he/she executed such instrument on behalf of said political subdivision by authority of its County Commissioners' Court, and said person acknowledged to me that he/she executed such instrument as the act and deed of said political subdivision.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written



Notary Public

Printed Name:

Roxana G. Lewis
Roxana G. Lewis

My Commission Expires:

Feb. 14, 2015

EXHIBITS

Schedule I

**DESCRIPTION OF
10.1640 ACRES OR 442,472 SQ. FT.**

A TRACT OR PARCEL CONTAINING 10 1640 ACRES OR 442,742 SQUARE FEET OF LAND SITUATED IN THE MICHAEL B MENARD SURVEY, ABSTRACT NO 628, GALVESTON COUNTY, TEXAS, BEING OUT OF RESERVE "B" OF THE GALVESTON COUNTY JUSTICE CENTER AMENDING PLAT AS RECORDED UNDER PLAT RECORD 2004A, MAP NOS 200 AND 201 OF THE GALVESTON COUNTY MAP RECORDS, WITH SAID 10 1640 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83)

COMMENCING AT A CAPPED 5/8" IRON ROD "STAMPED WINDROSE LAND SERVICES" FOUND AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BROADWAY BOULEVARD (AVENUE "J" - 150' WIDTH) AND THE WESTERLY RIGHT-OF-WAY LINE OF 54TH STREET (100' WIDTH),

THENCE SOUTH 71 18' 10" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BROADWAY BOULEVARD, A DISTANCE OF 280 00 FEET TO THE POINT OF BEGINNING AND SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE SOUTH 71 18' 10" WEST CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BROADWAY BOULEVARD, A DISTANCE OF 730 00 FEET TO A POINT FOR A SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE NORTH 63 41' 50" WEST, A DISTANCE OF 28 28 FEET TO AN ANGLE POINT,

THENCE NORTH 18 41' 50" WEST, A DISTANCE OF 606 96 FEET TO AN ANGLE POINT,

THENCE NORTH 31 12' 25" EAST, A DISTANCE OF 25 76 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BALL STREET (AVENUE "H" - 100' WIDTH), FOR A NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE NORTH 81 18' 10" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BALL STREET, A DISTANCE OF 345 33 FEET TO A 5/8" IRON ROD FOUND MARKING A POINT OF CURVATURE,

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BALL STREET, WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 556 50 FEET, A CENTRAL ANGLE OF 10 00' 00", AN ARC LENGTH OF 97 13 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 76 18' 10" EAST - 97 00 FEET TO A CAPPED 5/8" IRON ROD "STAMPED WINDROSE LAND SERVICES" FOUND MARKING A POINT OF TANGENCY,

THENCE NORTH 71 18' 10" EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BALL STREET, A DISTANCE OF 297 38 FEET TO A POINT FOR THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE SOUTH 18 41' 50" EAST, A DISTANCE OF 348 94 FEET TO A POINT FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT,

Schedule I

THENCE SOUTH 71° 18' 10" WEST, A DISTANCE OF 24.00 FEET TO A POINT FOR CORNER,

THENCE SOUTH 18° 41' 50" EAST, A DISTANCE OF 206.17 FEET TO AN ANGLE POINT,

THENCE SOUTH 63° 41' 50" EAST, A DISTANCE OF 28.28 FEET TO THE PLACE OF BEGINNING AND
CONTAINING 10.1640 ACRES OR 442,742 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 46163WC,
PREPARED BY WINDROSE LAND SERVICES INC.

Schedule I-A

**DESCRIPTION OF
0.7552 ACRES OR 32,896 SQ. FT.**

A TRACT OR PARCEL CONTAINING 0.7552 ACRES OR 32,896 SQUARE FEET OF LAND SITUATED IN THE MICHAEL B. MENARD SURVEY, ABSTRACT NO. 628, GALVESTON COUNTY, TEXAS, BEING OUT OF RESERVE "B" OF THE GALVESTON COUNTY JUSTICE CENTER AMENDING PLAT AS RECORDED UNDER PLAT RECORD 2004A, MAP NOS. 200 AND 201 OF THE GALVESTON COUNTY MAP RECORDS (G.C.M.R.), WITH SAID 0.7552 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83)

COMMENCING AT A CAPPED 5/8" IRON ROD "STAMPED WINDROSE LAND SERVICES" FOUND AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BROADWAY BOULEVARD (AVENUE "J" - 150' WIDTH) AND THE WESTERLY RIGHT-OF-WAY LINE OF 54TH STREET (100' WIDTH),

THENCE SOUTH 71° 18' 10" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BROADWAY BOULEVARD, A DISTANCE OF 1010.00 FEET TO THE POINT OF BEGINNING AND SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE SOUTH 71° 18' 10" WEST CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BROADWAY BOULEVARD, A DISTANCE OF 70.00 FEET TO A 5/8" IRON ROD FOUND MARKING THE COMMON SOUTHERLY CORNER OF SAID RESERVE "B" AND LOT 2 OF THE 59TH STREET PROPERTIES SUBDIVISION AS RECORDED UNDER PLAT RECORD 18, MAP NO. 686 OF THE G.C.M.R., FOR THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE NORTH 18° 41' 50" WEST ALONG THE COMMON LINE OF SAID RESERVE "B", SAID LOT 2 AND LOT 7 OF THE REPLAT OF LOT 1 OF 59TH STREET PROPERTIES SUBDIVISION AS RECORDED UNDER PLAT RECORD 18, MAP NO. 1094 OF THE G.C.M.R., A DISTANCE OF 652.00 FEET TO A 5/8" IRON ROD FOUND ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BALL STREET (AVENUE "H" - 100' WIDTH), FOR THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BALL STREET, WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 443.50 FEET, A CENTRAL ANGLE OF 07° 29' 29", AN ARC LENGTH OF 57.99 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 77° 33' 25" EAST - 57.95 FEET TO A CAPPED 5/8" IRON ROD "STAMPED WINDROSE LAND SERVICES" FOUND MARKING A POINT OF TANGENCY,

THENCE NORTH 81° 18' 10" EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BALL STREET, A DISTANCE OF 12.29 FEET TO A POINT FOR THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE SOUTH 31° 12' 25" WEST, A DISTANCE OF 25.76 FEET TO AN ANGLE POINT,

THENCE SOUTH 18° 41' 50" EAST, A DISTANCE OF 606.96 FEET TO AN ANGLE POINT,

THENCE SOUTH 63° 41' 50" EAST, A DISTANCE OF 28.28 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.7552 ACRES OR 32,896 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 46163WC, PREPARED BY WINDROSE LAND SERVICES INC.

Schedule II

Legal Description County's Parcel(s)

**DESCRIPTION OF
3.7595 ACRES OR 163,766 SQ. FT.**

A TRACT OR PARCEL CONTAINING 3.7595 ACRES OR 163,766 SQUARE FEET OF LAND SITUATED IN THE MICHAEL B. MENARD SURVEY, ABSTRACT NO. 628, GALVESTON COUNTY, TEXAS, BEING OUT OF RESERVE "B" OF THE GALVESTON COUNTY JUSTICE CENTER AMENDING PLAT AS RECORDED UNDER PLAT RECORD 2004A, MAP NOS. 200 AND 201 OF THE GALVESTON COUNTY MAP RECORDS, WITH SAID 3.7595 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83)

BEGINNING AT A CAPPED 5/8" IRON ROD "STAMPED WINDROSE LAND SERVICES" FOUND AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BROADWAY BOULEVARD (AVENUE "J" - 150' WIDTH) AND THE WESTERLY RIGHT-OF-WAY LINE OF 54TH STREET (100' WIDTH), FOR THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE SOUTH 71° 18' 10" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BROADWAY BOULEVARD, A DISTANCE OF 280.00 FEET TO A POINT FOR A SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE NORTH 63° 41' 50" WEST, A DISTANCE OF 28.28 FEET TO AN ANGLE POINT,

THENCE NORTH 18° 41' 50" WEST, A DISTANCE OF 206.17 FEET TO A POINT FOR CORNER,

THENCE NORTH 71° 18' 10" EAST, A DISTANCE OF 24.00 FEET TO A POINT FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT,

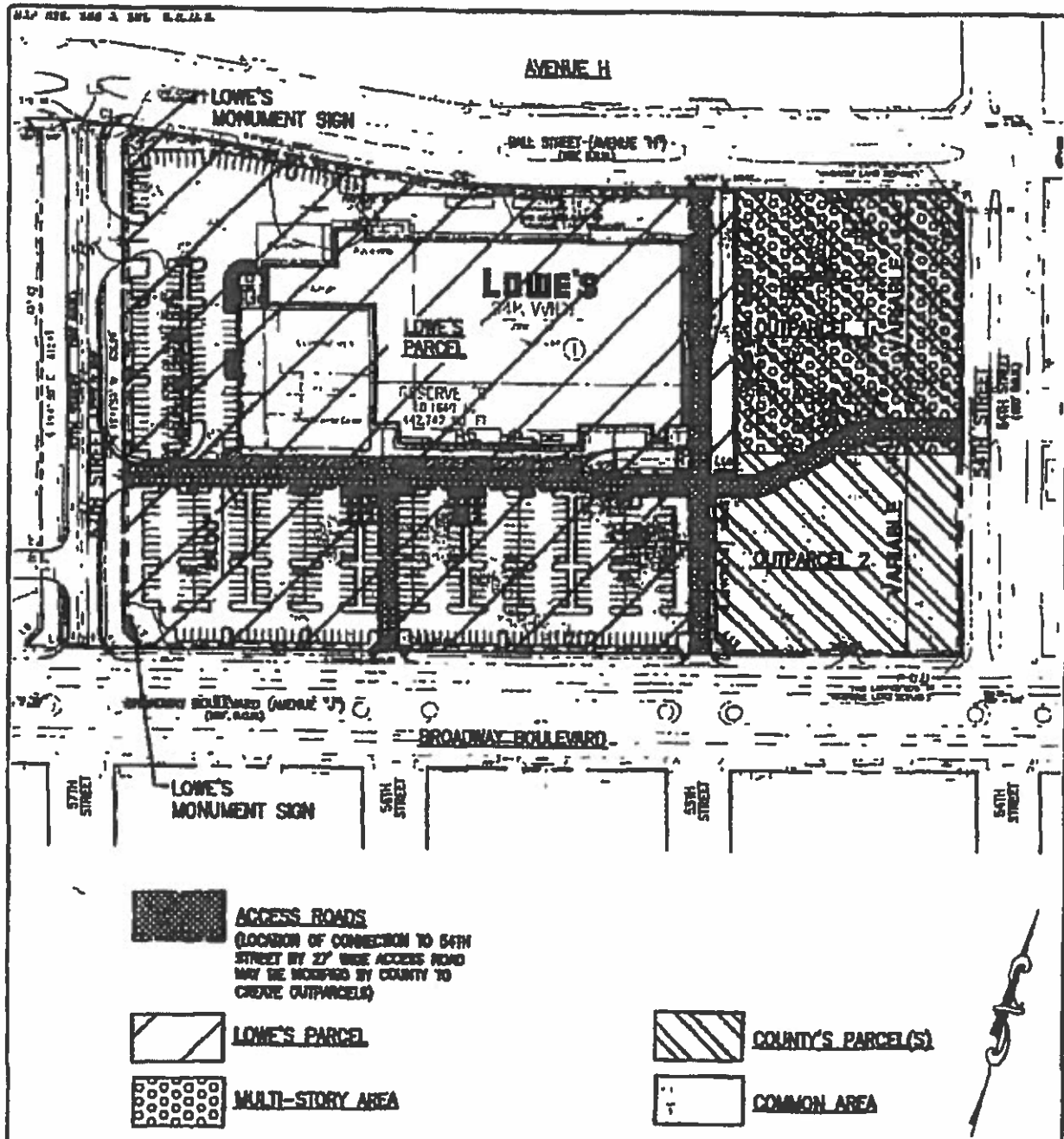
THENCE NORTH 18° 41' 50" WEST, A DISTANCE OF 348.94 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BALL STREET (AVENUE "H" - 100' WIDTH), FOR THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE NORTH 71° 18' 10" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BALL STREET, A DISTANCE OF 256.46 FEET TO A CAPPED 5/8" IRON ROD "STAMPED WINDROSE LAND SERVICES" FOUND MARKING THE NORTHWESTERLY CUT BACK CORNER AT THE INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LINE OF BALL STREET AND SAID WESTERLY RIGHT-OF-WAY LINE OF 54TH STREET, FOR A NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE SOUTH 63° 44' 54" EAST ALONG SAID CUT BACK, A DISTANCE OF 27.62 FEET TO A 5/8" IRON ROD FOUND MARKING THE SOUTHEASTERLY CORNER OF SAID CUT BACK,

THENCE SOUTH 18° 41' 50" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF 54TH STREET, A DISTANCE OF 555.59 FEET TO THE PLACE OF BEGINNING AND CONTAINING 3.7595 ACRES OR 163,766 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 46163WC, PREPARED BY WINDROSE LAND SERVICES INC.

EXHIBIT A



DDG

WWW.DDGPC.COM

THEODORE \ COVINGTON \ HOUSTON \ BATON ROUGE \ HOUMA

DUPLANTIS DESIGN GROUP, PC
CIVIL ENGINEERING & ARCHITECTURE

14950 HARTWELL FOREST PARKWAY,
SUITE 160 HOUSTON, TX 77064
PHONE 832.349.8170 \ FAX 832.349.8165

ECCR EXHIBIT A - SITE PLAN

**LOWE'S OF GALVESTON
GALVESTON, TEXAS**

DATE: 8/3/11

EXHIBIT B
Sign Program
No Sign Program
Intentionally Left Blank

EXHIBIT C

Duplantis Design Group, P.C and Davidson Landscape Architects L.L.C Plans

- A-2 Exterior Elevations prepared by Duplantis Design Group criteria issue date 11 / 10
- C-1 Site Plan prepared by Duplantis Design Group original issue date 4/4/11
- L1 0 Overall Planting Plan by Davidson Landscape Architecture permit set issue date 4/1/11
- L1 1 Planting Plan - Area A by Davidson Landscape Architecture permit set issue date 4/1/11
- L1 2 Planting Plan - Area B by Davidson Landscape Architecture permit set issue date 4/1/11
- L1.3 Planting Plan - Area C by Davidson Landscape Architecture permit set issue date 4/1/11
- L1 4 Planting Plan - Area D by Davidson Landscape Architecture permit set issue date 4/1/11
- L2 0 Planting Details and Notes by Davidson Landscape Architecture permit set issue date 4/1/11
- PH-1 Site Photometric Plan by Page Interworks original issue date 4/1/11

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Dwight D. Sullivan
2011053638

October 20, 2011 01:10:23 PM

FEE \$228.00

Dwight D. Sullivan, County Clerk
Galveston County, TEXAS

After Recording, Return to:
Attn: Steve Burzinski
Greer, Herz & Adams, L.L.P.
2525 South Shore Blvd, Suite 203
League City, Texas 77573

**AGREEMENT TO EXTINGUISH AND TERMINATE EASEMENTS COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS AGREEMENT TO EXTINGUISH AND TERMINATE EASEMENTS COVENANTS, CONDITIONS AND RESTRICTIONS (this "**Agreement**") is made effective as of this ____ day _____, 2019 (the "**Effective Date**") by and between LOWE'S HOME CENTERS, LLC, a North Carolina limited liability company, formerly known as Lowe's Home Centers, Inc. ("**Lowe's**"), GALVESTON COUNTY, a political subdivision of the State of Texas, acting by and through its County Commissioners' Court (the "**County**") and THE CITY OF GALVESTON, a home rule municipal corporation (the "**City**").

WITNESSETH

WHEREAS, on or about October 20, 2011, Lowe's and the County entered into and recorded that certain Easements Covenants, Conditions and Restrictions, recorded October 20, 2011 in the Official Public Records of Galveston County, Texas (the "**Official Records**") as Instrument No. 2011053638, as amended by that certain First Amendment to Both the Agreement to Sell and Purchase Real Estate and to the Easements, Covenants, Conditions and Restrictions Agreement recorded February 21, 2012 in the Official Records as Instrument No. 2012008452 and as further amended by that Second Amendment to Both the Agreement to Sell and Purchase Real Estate and to the Easements, Covenants, Conditions and Restrictions Agreement recorded May 14, 2013 in the Official Records as Instrument No. 2013029882 (collectively the "**ECCR**"); and

WHEREAS, Section 7.2 of the ECCR provides that the ECCR can be terminated upon consent of all the Owners (as defined in the ECCR) pursuant to a writing recorded in the real property records of the county and state in which the Shopping Center (as defined in the ECCR) is located; and

WHEREAS, Lowe's, the County and the City are the current Owners with property subject to the ECCR, and each desires to terminate the ECCR in accordance with this Agreement.

NOW THEREFORE, for and in consideration of the covenants, conditions, agreements and stipulations hereinafter expressed, and for other good and valuable consideration, the receipt and sufficiency of which is hereby agreed to and accepted by the parties, the parties hereto agree as follows:

1. Effective as of the Effective Date, the ECCR is terminated, with any and all of the rights and obligations of the parties thereto being deemed null and void as of such date.
2. The terms and provisions hereof shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns
3. This Agreement may be executed in multiple counterparts, each being deemed an original and all of which, when combined, being one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY RESERVED]

[SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LOWE'S:

LOWE'S HOME CENTERS, LLC,
a North Carolina limited liability company,
formerly known as Lowe's Home Centers, Inc.

By: _____

Name: _____

Title: _____

STATE OF NORTH CAROLINA)

COUNTY OF _____)

I, _____, a Notary Public for _____ County,
North Carolina, certify that _____ personally came before me this day
and acknowledged that he is _____ of Lowe's Home Centers, LLC, a North
Carolina limited liability company, and that he, as _____, being authorized to
do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal this ____ day of _____, 201_.

My commission expires: _____

Notary Public

[Signature/Notary Page to Agreement to Extinguish and Terminate Easements Covenants, Conditions and Restrictions]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY:

GALVESTON COUNTY, a political subdivision of the
State of Texas, acting by and through
its County Commissioners' Court

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF GALVESTON §

Before me, the undersigned authority, a Notary Public, on this day personally appeared _____,
of _____, known to me to be the person
whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed and
delivered the foregoing instrument for the purposes and consideration therein expressed.

Given under my hand and notarial seal this ____ day of _____, 2019.

Notary Public, State of Texas

[Signature/Notary Page to Agreement to Extinguish and Terminate Easements Covenants, Conditions and Restrictions]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY:

THE CITY OF GALVESTON,
a home rule municipal corporation

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

Before me, the undersigned authority, a Notary Public, on this day personally appeared _____ of _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed and delivered the foregoing instrument for the purposes and consideration therein expressed.

Given under my hand and notarial seal this ____ day of _____, 2019.

Notary Public, State of Texas

[Signature/Notary Page to Agreement to Extinguish and Terminate Easements Covenants, Conditions and Restrictions]



City of Galveston

COMMUNITY OUTREACH

823 Rosenberg | Galveston, TX 77550
409.797.3707

August 12, 2019

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

From: Barbara Ekelund-Sanderson
Executive Director of Community Outreach

RE: CONSIDER FOR APPROVAL THE ACCEPTANCE OF A DONATION OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) FROM BETTER PARKS FOR GALVESTON TOWARDS THE RENOVATION OF JONES PARK, LOCATED AT 71ST AND JONES DRIVE.

I. Background

- A. Better Parks for Galveston has chosen to donate twenty-five thousand dollars (\$25,000.00), towards the renovation of Jones Park, located at 71st Street and Jones Drive.
- B. The renovation of Jones Park is an upcoming Park Project for the Galveston Parks and Recreation Department, and the City has also received a commitment from the Sasser Family to match this Better Parks for Galveston donation for the renovation as well.
- C. Better Parks for Galveston is a non-profit, 501(c)(3) organization founded in 2012 in sole support of the City of Galveston Parks and Recreation Department and the development of City Parks and their facilities and programs.
- D. Better Parks for Galveston holds annual fundraisers to help support upcoming Parks Projects including Lasker Park Pool, and Crockett Park Complex in the past.

II. Current Situation

Whether to approve the acceptance of twenty-five thousand dollars (\$25,000.00) from Better Parks for Galveston towards the renovation of Jones Park, located at 71st and Jones Drive.

III. Issues

- 1. Cost – No additional cost.
- 2. Timing – No Timing Issues
- 3. Impact or ramifications – Staff does not believe there will be any consequences with this acceptance; only a positive impact on the community once the renovation is completed.
- 4. City staff recommends accepting this donation.





City of Galveston

COMMUNITY OUTREACH

823 Rosenberg | Galveston, TX 77550
409.797.3707

IV. Alternatives in order of priority

- A. City council approves the acceptance of twenty-five thousand dollars (\$25,000.00) from Better Parks for Galveston towards the renovation of Jones Park, located at 71st and Jones Drive.
1. Cost – No additional cost.
 2. Timing – No timing issues
 3. Impact or ramifications – The donation will be earmarked specifically for the renovation of Jones Park and aide in the funding of the project.
- B. City Council does not approve the acceptance of twenty-five thousand dollars (\$25,000.00) from Better Parks for Galveston towards the renovation of Jones Park, located at 71st and Jones Drive.
1. Cost – No additional cost.
 2. Timing – No timing issues.
 3. Impact or ramifications – Additional fundraising, grants, donations, or outside sources will need to be considered in order to complete the renovation of Jones Park.

V. Recommendation

Concur in Alternative A and approve the acceptance of twenty-five thousand dollars (\$25,000.00) from Better Parks for Galveston towards the renovation of Jones Park, located at 71st and Jones Drive.

VI. Fiscal Impact Report

Requested by:	Barbara Ekelund-Sanderson Executive Director of Community Outreach
Funding Source:	N/A
Costs of implementation:	No Cost

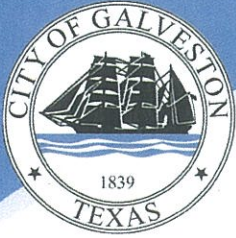
Respectfully Submitted,

Barbara Ekelund-Sanderson
Executive Director of Community Outreach

Approved,

Brian Maxwell
City Manager





City of Galveston

FINANCE DEPARTMENT

Michael W. Loftin, Assistant City Manager
MLoftin@GalvestonTx.gov | 409.797.3562 | www.galvestontx.gov

August 12, 2019

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

From: Michael W. Loftin, Assistant City Manager – Finance

RE: **Consider for action to continue to receive a share of bingo prize fees after January 1, 2020.**

I. **Background**

Non-profit charitable organizations conducting bingo collect a 5% fee on prizes awarded. These funds are submitted each quarter to the Texas Lotter Commission (TLC), which in turn remits a pro rata share of the funds to local governments at the end of each fiscal year. The City currently receives a share of the bingo prize fees because it elected to do so prior to September 1, 1993.

II. **Current Situation**

Pursuant to House Bill (HB) 914, enacted by the 86th Texas Legislature, in order to continue to receive a share of bingo prize fees after January 1, 2020, the municipal governing board must affirmatively vote to do so and submit proof of that vote to the TLC by November 2, 2019. If the City does not vote to continue receiving their share of the prize fee, the bingo organizations will keep that share for themselves to fund their charitable purposes.

The City receives approximately \$150.00 per year in bingo fees.

III. **Issues**

The City will only continue to receive a share of the bingo prize fees collected after January 1, 2020 if it meets the requirements set forth in HB 914 that requires the governing body to:

- (1) approve the continued receipt of the share of bingo prize fee funds by a majority vote; and
- (2) notify the TLC of that decision no later than November 1, 2019; and
- (3) notify each licensed authorized organization within the City's jurisdiction, as applicable, of the continued imposition of the fee.



IV. **Alternatives in order of priority**

- A. Affirmatively vote to continue to receive a share of the bingo prize fees after January 1, 2020.
- B. Forfeit the City's share of bingo prize fees beginning January 1, 2020.

V. **Recommendation**

Concur in Alternative A.

VI. **Fiscal Impact Report**

Requested by:	Michael W. Loftin, Assistant City Manager-Finance
Funding Source:	General Fund, General Revenues 0100-0-314050-0
Costs of implementation:	None.





Texas Lottery Commission

Commissioners:

J. Winston Krause, Chairman

Mark A. Franz • Robert Rivera



Michael P. Farrell
Director

July 18, 2019

Department of Finance
City of Galveston
PO Box 779
Galveston, TX 77553-0779

Dear Finance Director:

The Texas Lottery Commission (TLC), Charitable Bingo Operations Division, is providing this notification because your county and/or municipality currently receives a share of the prize fees collected on charitable bingo activity that occurs in its jurisdiction.

Pursuant to House Bill (HB) 914, enacted by the 86th Texas Legislature, in order to continue to receive a share of bingo prize fees after Jan. 1, 2020, your county and/or municipal governing board must affirmatively vote to do so and submit proof of that vote to the TLC by Nov. 1, 2019. If no eligible local governments vote to continue receiving their share of the prize fee, the bingo organizations will keep that share for themselves to fund their charitable purposes.¹

Currently, non-profit charitable organizations conducting bingo collect a 5% fee on prizes awarded. These funds are submitted each quarter to the TLC, which in turn remits a *pro rata* share of the funds to local governments at the end of each fiscal year. Your county and/or municipality receives a share of the bingo prize fees because it elected to do so prior to Sept. 1, 1993.

Effective Jan. 1, 2020, H.B. 914 includes another change regarding the collection and remittance of prize fees. Local governments will no longer receive their bingo prize fee payments from the TLC at the end of the fiscal year; instead, the licensed organizations conducting bingo in the local jurisdiction will be responsible for sending eligible local governments 50% of the prize fees they collect on a quarterly basis.

The most immediate matter for your attention is that your local government will only continue to receive a share of the bingo prize fees collected after Jan. 1, 2020 if it meets the requirements set forth in HB 914 that require your governing body to:

- (1) approve the continued receipt of the share of bingo prize fee funds by a majority vote; and**
- (2) notify the TLC of that decision no later than Nov. 1, 2019; and**
- (3) notify each licensed authorized organization within the county's or municipality's jurisdiction, as applicable, of the continued imposition of the fee.**

¹ For the full text of H.B. 914, see <https://legiscan.com/TX/text/HB914/id/2027641>

This notification is being provided to inform you of the new statutory requirements. We will provide a further communication in the coming months that will include more information and a prescribed form that will need to be submitted to the agency's Charitable Bingo Operations Division to verify that a vote took place.

Please let us know as soon as possible if there is a specific contact person or office to direct our future correspondence, and that will serve as your county and/or municipality's official address of record for notification purposes. Without a dedicated address for this purpose, it is possible that future communications may be misdirected. This could result in your county and/or municipality *permanently* losing its share of bingo prize fees.

If you have any questions, email us at bingo.services@lottery.state.tx.us or call 800-246-4677.

Sincerely,

A handwritten signature in blue ink, reading "Michael P. Farrell". The signature is fluid and cursive, with the first name "Michael" and last name "Farrell" clearly distinguishable.

Michael P. Farrell
Director
Charitable Bingo Operations Division



City of Galveston

FINANCE DEPARTMENT

PO Box 779 | Galveston, TX 77553-0779
mloftin@galvestontx.gov | 409-797-3562

To: Brian Maxwell, City Manager
Mayor and City Council

Date: August 15, 2019

Subject: A motion to allocate an additional \$200,000 for the purchase of street materials from Century Asphalt, MDN, Core & Main under the award of Bid #19-011.

BACKGROUND/CURRENT SITUATION

1. The Streets Department is making great progress in its mill and overlay program and with other programs as well, and has already expended \$200,000 of the \$300,000 allocated in late June-early July.
2. This recommendation is greater than the amount requested by the Streets Department (\$125,000) to ensure they have sufficient funds for materials to carry them through the end of the current fiscal year.
3. See attachment for detailed pricelists for the materials to be purchased.

ALTERNATIVES

1. Approve the allocation of funds as requested.
2. Do not approve the allocation of funds as requested.

RECOMMENDATION

Approve the allocation of funds.

FISCAL IMPACT

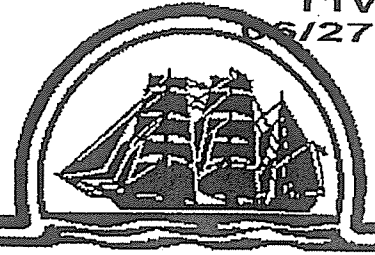
Funds from the Infrastructure and Debt Service Fund are available.

Attachment



11W
6/27/19

City of Galveston



Public Works Department
P.O. Box 779 / Galveston, Texas 77553

Date: June 17, 2019

To: Brian Maxwell, City Manager
Honorable Mayor and City Council

From: Kyle D. Hookersmith, P.E. - Director of Public Works

Re: City Council to Consider for Approval Bid #19-011 for the annual street materials bid from various vendors (Century Asphalt, MDN, Core & Main). Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. BACKGROUND:

- A. The Public Works Department Street Division is responsible for the following:
- Repairs potholes/utility cuts made by City crews on alleys/roadways.
 - Install and repair curbs, gutters, handicap ramps, sidewalks, and drainage structures in the City Right-of-Way.
 - Repair & make improvements in City streets, alleys & drainage systems.
- B. In Order to Maintain or Repair Public Infrastructure the Streets Division must purchase various materials (Concrete, Hot-Mix Asphalt, Cold Laid Asphalt, Limestone Base Material, Aggregate, Fill Material, etc.).
- C. Bids for Street Materials are solicited annually.
- D. The Annual Bids for Street Materials were solicited on May 21, 2019. Bids were solicited for Cold Mix Asphaltic Material, Hot Mix Asphaltic Material, Liquid Asphalt, Mixed Concrete, Limestone Material, Sharp Sand, Loose Gravel, Sack Concrete, Black Base Material, Basalt Rock Chips and Washed River Rocks, Reinforced Concrete Pipe, Polyethylene Storm Drainage Pipe, Pre-Cast Bridge Blocks, Preformed Gasket Material, Lumber, Reinforcing Steel, and Pavement Marking Materials.

II. CURRENT SITUATION:

- A. One Company submitted bids for Hot Mix, Cold Laid Asphaltic Concrete Material.

Century Asphalt Ltd.
Houston, Texas 77001

\$85.00/Ton Plant Pickup
\$78.00/Ton Delivered to Galveston

COUNCIL APPROVED	
DATE	6/27/19
SIG.	<i>[Signature]</i>

B. One Company submitted bids for Hot Mix Asphaltic Concrete Material.

Century Asphalt Ltd.	\$56.00/Ton Plant Pickup
Houston, Texas 77001	\$67.00/Ton Delivered to Galveston

C. One Company submitted bids for Black Base Material.

Century Asphalt Ltd.	\$66.00/Ton Plant Pickup
Houston, Texas 77001	\$55.00/Ton Delivered to Galveston

D. No Company submitted a bid for Sharp Sand Material.

E. No Company submitted a bid for Ready Mixed Concrete

F. No Company submitted a bid for Limestone Base #247 Grade 1.

G. No Company submitted a bid for Limestone Base #247 Grade 2.

H. Two companies submitted a bid for Sack Cement.

Core & Main, L.P.	\$3.66/Bag Redix Mix Delivered
Houston, TX 77017	\$10.76/Bag Portland Delivered
MDN Enterprises	\$3.47/Bag Redix Mix Delivered
New Caney, Texas 77357	\$9.42/Bag Portland Delivered

I. No Company submitted a bid for 3/8 Inch Washed River Rock Material.

J. Two Companies submitted a bid for Reinforced Concrete Pipe.

Core & Main, L.P.	\$13.55/FT – 12" RCP 6-Ft TG Delivered
Houston, TX 77017	\$21.51/FT – 12" RCP 8-Ft TG Delivered
	\$16.56/FT – 15" RCP 6-Ft TG Delivered
	\$23.66/FT – 15" RCP 8-Ft TG Delivered
	\$20.32/FT – 18" RCP 6-Ft TG Delivered
	\$26.88/FT – 18" RCP 8-Ft TG Delivered
	\$27.09/FT – 24" RCP 6-Ft TG Delivered
	\$32.26/FT – 24" RCP 8-Ft TG Delivered
	\$36.13/FT – 32" RCP 6-Ft TG Delivered
	\$43.01/FT – 32" RCP 8-Ft TG Delivered
	\$55.70/FT – 36" RCP 6-Ft TG Delivered
	\$69.89/FT – 36" RCP 8-Ft TG Delivered
MDN Enterprises	\$24.00/FT – 12" RCP 6-Ft TG Delivered
New Caney, Texas 77357	\$24.00/FT – 12" RCP 8-Ft TG Delivered

	\$25.60/FT – 15" RCP 6-Ft TG Delivered
	\$25.60/FT – 15" RCP 8-Ft TG Delivered
	\$27.20/FT – 18" RCP 6-Ft TG Delivered
	\$27.20/FT – 18" RCP 8-Ft TG Delivered
	\$36.80/FT – 24" RCP 6-Ft TG Delivered
	\$36.80/FT – 24" RCP 8-Ft TG Delivered
NOTE: 30" substituted for 32"	NO BID – 30" RCP 6-Ft TG Delivered
	NO BID – 30" RCP 8-Ft TG Delivered
	\$79.20/FT – 36" RCP 6-Ft TG Delivered
	\$79.20/FT – 36" RCP 8-Ft TG Delivered

K. Two Companies submitted a bid for Preformed Gasket Sealant.

MDN Enterprises	\$1.43/EA – 1"x2'-5"
New Caney, Texas 77357	\$2.69/EA – 1.5"x3'-5"
	NO BID – 1.75"x3'-5"
Core & Main, L.P.	\$43.96/CTN – 1"x2'-5"
Houston, TX 77017	\$47.24/CTN – 1.5"x3'-5"
	\$49.45/CTN – 1.75"x3'-5"

L. One company submitted a bid for Reinforcement.

MDN Enterprises	\$8.65/BAR – #3x20 Grd 60
New Caney, Texas 77357	\$15.36/BAR – #4x20 Grd 60
	\$23.99/BAR – #5x20 Grd 60
	\$39.00/#500 – 2.25" 3-5 BR SZ RBR
CHR	
	\$6.50/ROLL – 16 GA Rebar Tie Wire
	\$1.26/LB – 16d Duplex Nail

M. One Company submitted a bid for Crushed Concrete Base #247, GRD 1 & 2.

Century Asphalt Ltd.	\$31.00/TON – Crushed Conc. Base G1 & G2
Houston, Texas 77001	

N. One Companies submitted a bid for Sand: 1.5 Sack Mix.

MDN Enterprises	\$4.15/ EA –Delivered
New Caney, Texas 77357	

O. Two Companies submitted a bid for Polypropylene Pipe.

MDN Enterprises	\$4.46/LF –12" PP ASTM F2881 ADS
-----------------	----------------------------------

New Caney, Texas 77357

\$6.38/LF -15" PP ASTM F2881 ADS
\$8.84/LF -18" PP ASTM F2881 ADS
\$15.08/LF -24" PP ASTM F2881 ADS
\$27.06/LF -36" PP ASTM F2881 ADS
\$38.78/LF -42" PP ASTM F2881 ADS

Core & Main, L.P.
Houston, TX 77017

\$6.08/LF -12" PP ASTM F2881 ADS
\$8.47/LF -15" PP ASTM F2881 ADS
\$11.33/LF -18" PP ASTM F2881 ADS
\$18.99/LF -24" PP ASTM F2881 ADS
\$34.81/LF -36" PP ASTM F2881 ADS
\$41.43/LF -42" PP ASTM F2881 ADS

- P. Remaining Street Material Items: There were no bids submitted for, Cement Stabilized Limestone, all Concrete items, Cement Stabilized Sand, Basalt Rock Chips, Pre-Cast Bridge Blocks, and Lumber items. The Purchasing Division will need to bid these items again in a separate bid.

III. ISSUES

- A. Availability of materials. Awarding bid to multiple vendors ensures that the department will have sufficient inventory, or materials, to perform work as needed with minimal delays.

IV. RECOMMENDATIONS:

- A. Recommend accepting single low bid from Century Asphalt Ltd. for hot mix cold laid asphaltic concrete material.
- B. Recommend accepting single low bid from Century Asphalt Ltd. for hot mix asphaltic concrete material.
- C. Recommend accepting single low bid from Century Asphalt Ltd. for black base material.
- D. Recommend accepting low bids from MDN Enterprises as the primary vendor and from Core & Main, L.P. as the secondary vendor for sack cement.
- E. Recommend accepting low bids from Core & Main, L.P. as the primary vendor and from MDN Enterprises as the secondary vendor for reinforced concrete pipe.
- F. Recommend accepting low bids from MDN Enterprises as the primary vendor and from Core & Main, L.P. as the secondary vendor for preformed gasket sealant.

- G. Recommend accepting single low bid from MDN Enterprises for reinforcement.
- H. Recommend accepting single low bid from Century Asphalt Ltd. for Crushed Concrete Base #247, Grades 1 & 2.
- I. Recommend accepting single low bid from MDN Enterprises for Sand: 1.5 Sack Mix.
- J. Recommend accepting low bids from MDN Enterprises as the primary vendor and from Core & Main, L.P. as the secondary vendor for Polypropylene Pipe.

V. ALTERNATIVES:

- Approve recommendations from multiple sources to ensure materials are readily available.
- Do not approve recommendations from multiple sources to ensure materials are readily available.

VI. FISCAL IMPACT REPORT

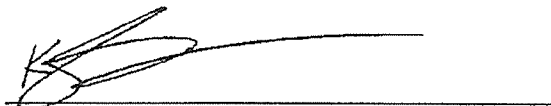
Requested by:

Kyle D. Hockersmith, P.E.
Director of Public Works

Funding Source:

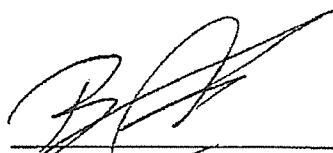
Public Works Division Various Operating
Budgets

Respectfully Submitted,



Kyle D. Hockersmith, P.E.
Director of Public Works

Approved:

A stylized, handwritten signature in black ink, appearing to read 'B. Cook', positioned above a horizontal line.

Brandon Cook
Assistant City Manager



City of Galveston

Grants & Housing Department

P.O. Box 779 / Galveston, TX 77553-0779
(409) 797-3820 / Fax (409) 291-4553 | www.galvestontx.gov

August 22, 2019

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

From: Alice T. Law, Interim Director of Grants & Housing

RE: **Consider for Approval to Authorize the City Manager or his Designee to Execute a Certification of Consistency with the Consolidated Plan (HUD Form-2991) for the Salvation Army.**

I. Background

- A. The Consolidated Plan, required by HUD, is a multi-year strategic plan identifying an Entitlement Community's housing and non-housing community development needs and actions to address those priority needs.
- B. HUD regulations require that an applicant agency or organization for HUD funding must provide a Certification Form from each Entitlement Community or Jurisdiction in which a project will be located.
- C. The Certification must be submitted with the agency or organization grant application.

II. Current Situation

- A. The Salvation Army submitted a Certification of Consistency Form for their Supportive Housing Program which provides joint transitional housing and permanent housing/rapid rehousing. This program will serve 16 individuals or families who meet the criteria for homelessness with housing needs and supportive services for up to one-year of assistance. A brief project description is attached for your reference. **(Attachment A)**
- B. Staff has reviewed the agency's project description and determined it is consistent with the Homeless needs as established in the City's 2019 Consolidated Plan.



III. Issues

- A. Consistency with Consolidated Plan: The nonprofit agency and their provision of housing and services (temporary, transitional or permanent housing and supportive services) for the homeless are High Priority needs established in the City's 2019 Consolidated Plan.
- B. Budget is not an issue. There is no direct cost associated to the City for either program.
- C. Compliance with HUD requirements: If the City denies the request for a Certification of Consistency, it must provide specific reasons for the denial of which there are none.

IV. Recommendation

- A. Authorize the City Manager or his designee to execute a Certification of Consistency with the Consolidated Plan for the Salvation Army.

V. Fiscal Impact Report

Request by: Alice T. Law
Interim Director of Grants & Housing

Funding Source: N/A

Cost of implementation: N/A

Respectfully Submitted,



Alice T. Law
Interim Director of Grants & Housing



Attachment A

**Certification of Consistency
with the Consolidated Plan****U.S. Department of Housing
and Urban Development**

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.
(Type or clearly print the following information:)

Applicant Name: The Salvation Army, a Georgia Corp. (Galveston County)

Project Name: Center of Hope Supportive Housing Program

Location of the Project: 601 51st Street
Galveston, TX 77551

**Name of the Federal
Program to which the
applicant is applying:** THN Texas Balance of State Continuum of Care Program

**Name of
Certifying Jurisdiction:** City of Galveston, TX

**Certifying Official
of the Jurisdiction
Name:** Alice T. Law

Title: Interim Director, Grants & Housing Dept.

Signature: _____

Date: _____



**DOING
THE MOST
GOOD**

Serving Galveston County since 1891

William Booth, Founder

Brian Peddle, General

Commissioner Willis Howell, Territorial Commander

Lieutenant Colonel Ronnie Raymer, Divisional Commander

Captains Nathanael & Lucila Doria, Galveston County Corps Officers

08/02/2019

Brief description of proposed Center of Hope Supportive Housing Program:

The Salvation Army Center of Hope of Galveston County is proposing a new project offered by HUD entitled Joint Transitional Housing and Permanent Housing/Rapid Rehousing.

The Joint TH and PH-RRH Program is a project type that includes two existing program components—TH and PH-RRH—in a single project to serve individuals and families who meet the criteria for assistance without regard to race, color, creed, ethnic origin, religion, sexual orientation, or any other discriminatory biases.

Clients to be served are the chronically homeless, unemployed, loss of income, evicted individuals/families, newly released from prison, veterans, domestic violence, victims of fire/floods, and individuals/families relocating.

The goal and outcome of the new project is to provide a safe place for people to stay – crisis housing – with financial assistance and wrap around supportive services determined by program participants to help them move to permanent housing as quickly as possible.

The Transitional Housing component of the program will provide the following supportive services: emergency shelter, nightly public feeding program, food pantry, clothing/household vouchers, and solution base programs (Case Management, Workers' Dorm, and Family Center) along with transportation. Program participants can receive supportive services from 30 days up to 6 months.

The clientele to be served: 16 (6 males, 6 females and 4 families)

The Permanent Housing and Rapid-Rehousing component of the program will provide the following supportive services:

1. Case Management
2. short- or medium-term tenant-based rental assistance on behalf of program participants in the rapid rehousing portion of the project;
3. Transportation
4. Food Pantry
5. Vouchers (Clothing and Furniture)

Program participants can receive up to one year of assistance.

Requested Amount: \$359,831.40



City of Galveston

MUNICIPAL COURT STAFF REPORT

August 14, 2019

To: Honorable Mayor and Members of City Council
Brian Maxwell, City Manager

From: Gladys Lopez, Clerk of Municipal Court

Re: Consider for approval authorizing the City of Galveston Municipal Court of Record to implement an incentive-based initiative between Tuesday, September 3, 2019 at 8:00 a.m. and Monday, September 30, 2019 at 4:00 p.m. (the "Amnesty Program") that will waive/dismiss charges for Failure to Appear and/or Violation of Promise to Appear assigned to each underlying offense affording violators the opportunity to pay the original fine amount plus court costs in full.

I. Background

- A. The City of Galveston is amongst the top tourism destinations in the State of Texas. The tourism in Galveston has increased steadily for the last several years reaching a record-breaking 7.2 million visitors in 2018. As the tourism population increases, the probability of traffic citations being issued to non-residents increases as well.
- B. According to the records of the Galveston Municipal Court, approximately 65 percent of its unresolved warrants are attributed to non-residents of the City of Galveston and 35 percent are attributed to residents of the island.
- C. On average, seventy-six thousand dollars (\$76,000.00) in warrants are collected monthly by the court.
- D. Currently, the Municipal Court utilizes the following programs in an effort to collect its unresolved warrants:
 - 1. Annual statewide warrant roundups; cleared 681 warrants between February 23, 2019 to March 16, 2019 and collected \$96,988.71.
 - 2. In April 2001, the City entered into an Interlocal Agreement with the Texas Department of Public Safety (TDPS) in order to participate in the state's "Failure to Appear Program" which denies the renewal of a driver's license for failure to appear





City of Galveston

MUNICIPAL COURT STAFF REPORT

or failure to pay. The TDPS contracts with a vendor which maintains a database and provides information to the TDPS so that renewal denial notices can be sent to driver's license holders. The current vendor is OmniBase Services of Texas.

3. The current contract for collection services with the law firm of Linebarger Goggan Blair & Sampson, LLP was obtained in November 2011 and continues being utilized to enforce the collection of delinquent court fines and fees for outstanding warrants.
4. Postcards are mailed by the Municipal Court to defendants as soon as a warrant is issued.
5. Payment plans are offered at the window on warrants for unadjudicated cases; those cases for which a defendant has not yet entered a plea.
6. A walk-in docket is available every Monday morning for any defendant with outstanding warrants to appear without fear of being arrested to speak with the Judge or Prosecutor to resolve their case(s).

II. Current Situation

City Council approval is required for the City of Galveston Municipal Court to implement an incentive-based initiative (the "Amnesty Program") that will waive/dismiss the Failure to Appear and/or the Violation of Promise to Appear assigned to each underlying offense affording violators the opportunity to pay the original fine plus court costs in full.

A. Amnesty Program Details

1. If approved, the Amnesty Program will begin on Tuesday, September 3, 2019 at 8:00 a.m. and end on Monday, September 30, 2019 at 4:00 p.m.
2. Program Incentive: For each personal appearance on a warrant by the defendant, the Court will dismiss the fine(s) plus court costs for each Failure to Appear or Violation of Promise to Appear charge provided that the original fine(s) plus court costs are paid in full for any underlying offense(s).





City of Galveston

MUNICIPAL COURT STAFF REPORT

3. The Failure to Appear and Violation of Promise to Appear associated with each citation can range between two-hundred forty-one dollars (\$241.00) and two-hundred seventy-nine dollars (\$279.00). Once these cases are reported to OmniBase Services of Texas and/or collection, the outstanding total can range between three-hundred fifty-two dollars and thirty cents (\$352.30) and four-hundred one dollars and seventy cents (\$401.70). The waiving/dismissing of these fines plus court costs should create an economic relief reducing the outstanding balance to a manageable level that can be paid in a lump sum without creating a financial burden for the defendant(s).

III. Alternatives in order of priority

- A. **Approve** the request to implement an incentive-based initiative (the “Amnesty Program”) that will waive/dismiss the Failure to Appear and/or the Violation of Promise to Appear assigned to each underlying offense affording violators the opportunity to pay the original fine amount plus court costs in full.
 1. Cost – Advertising to be paid by the collections firm Linebarger Goggan Blair & Sampson, LLP; radio announcements will be released. The City of Galveston will also make announcements via social media and the City’s website through the Public Information Office..
 2. Timing – As soon as possible to begin the process of advertising and making press releases.
 3. Departmental Improvements – If approved, the Amnesty Program initiative incentive of waiving/dismissing the Failure to Appear or the Violation of Promise to Appear fine(s) plus courts costs will encourage defendants with outstanding warrants to appear and dispose of their cases; thereby, decreasing the amount of uncollected funds owed to the City of Galveston.
- B. **Do not approve** the request by the City of Galveston to implement an incentive-based initiative (the “Amnesty Program”) that will waive/dismiss the Failure to Appear and/or the Violation of Promise to Appear assigned to each underlying offense affording violators the opportunity to pay the original fine amount plus court costs in full.
 1. Cost – N/A
 2. Timing – N/A





City of Galveston

MUNICIPAL COURT STAFF REPORT

3. Departmental Improvements – If not approved, the Municipal Court will continue to rely on the programs as outlined above in an attempt to collect its outstanding warrants.

IV. **Recommendation**

Concur in Alternative A and grant approval of the request by the City of Galveston to implement an incentive-based initiative (the “Amnesty Program”) that will waive/dismiss the Failure to Appear and/or the Violation of Promise to Appear assigned to each underlying offense affording violators the opportunity to pay the original fine amount plus court costs in full.

V. **Fiscal Impact Report**

Requested by: Gladys Lopez
Clerk of Municipal Court

Funding Source: N/A

Cost: N/A





City of Galveston

MUNICIPAL COURT STAFF REPORT

August 14, 2019

To: Honorable Mayor and Members of City Council
Brian Maxwell, City Manager

From: Gladys Lopez, Clerk of Municipal Court

Re: Consider for approval authorizing the payment of \$4,693.01 to Tyler Technologies for software maintenance of the court case management system used by Municipal Court. The funding source is the General Fund Maintenance Contracts Account.

I. Background

A. Tyler Technologies is the company that provides Incode, the software system the Municipal Court uses for its daily operations. The software package was purchased in 2004. The Municipal Court uses Incode to manage court dockets, run all required state reports, post payments, set payment plans, subpoena officers and witnesses for trial, set driver safety courses or deferred dispositions, and so forth.

B. Since the purchase of the software in 2004, the Municipal Court has also purchased additional modules from Tyler Technologies providing for a collection agency export interface, a parking citation interface, the Brazos ticket writer interface, import of OSSI citations, and the support and hosting of the Court's payment website. Tyler Technologies is the sole source provider for maintenance of the software.

II. Current Situation

During the current fiscal year, City Council approved payment in the amount of \$40,180.79 to Tyler Technologies for all software maintenance except the Brazos software and interface module. The annual software maintenance for the Brazos module is now due for renewal.

III. Issues

The maintenance is necessary to ensure the continued operation and performance of essential departmental duties.





City of Galveston

MUNICIPAL COURT STAFF REPORT

IV. Alternatives in order of priority

- A. Approve the payment for the total amount of \$4,693.01 to Tyler Technologies for software maintenance. Approval will provide the Municipal Court with maintenance to the system and support necessary to perform essential departmental duties.
- B. Disapprove the payment. The Municipal Court will not receive any required patches and updates to the software. Technology Services will not be able to guarantee the Brazos interface will remain functional.

V. Recommendation

Concur with Alternative A and approve payment for software maintenance to Tyler Technologies for \$4,693.01.

VI. Fiscal Impact Report

Requested by:	Gladys Lopez Clerk of Municipal Court
Funding Source:	General Fund Maintenance Contracts Account
Cost:	\$4,693.01





Muni: Court

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

JUL 26 19 12:44PM

Invoice

Invoice No	Date	Page
130-7865	08/01/2019	1 of 1

Questions:
Tyler Technologies - Public Safety
Phone: 1-800-772-2260 Press 2, then 5
Email: ar@tylertech.com



Bill To: City of Galveston
Accounts Payable
PO Box 779
Galveston, TX 77553

Ship To: City of Galveston
Accounts Payable
PO Box 779
Galveston, TX 77553

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
43065	5728		USD	NET30	08/31/2019

Date	Description	Units	Rate	Extended Price
Contract No.: Galveston, TX, City of				
	Brazos RDC Software Maintenance	1	2,898.63	2,898.63
	Maintenance Start: 01/Sep/2019, End: 31/Aug/2020			
	Brazos Interface to Court	1	897.19	897.19
	Maintenance Start: 01/Sep/2019, End: 31/Aug/2020			
	Brazos Interface to Public Safety	1	897.19	897.19
	Maintenance Start: 01/Sep/2019, End: 31/Aug/2020			

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	4,693.01
Sales Tax	0.00
Invoice Total	4,693.01



City of Galveston

FACILITIES DIRECTOR

Charles Kenworthy | 823 Rosenberg | Galveston, TX 77550
ckenworthy@galvestontx.gov | 409-797-3719

August 2, 2019

Brian Maxwell, City Manager
Honorable Mayor and Council Members

Subject: Consent to amend upon the City Attorney's review, a Council approved rental lease agreement with Sullivan Newport LTD for a commercial property located at 5701 Harborside, amending the lease extensions terms to a month to month option with an end date not to exceed December 31, 2019

I. Background:

- A. On September 19, 2016, Council approved a two-year agreement with two, six-month options for the rental of a commercial building with Sullivan Newport LTD. The City Manager executed the contract on September 20, 2016.
- B. On August 30, 2018, the contract terms were amended to convert the extension terms from two, six-month options to a twelve-month period.

II. Current Situation:

- A. The current lease is set to expire on September 20, 2019.
- B. The new Public Works Facility has an estimated completion date of November 2019, which will require the use of the Sullivan LTD building for a period of a few additional months.
- C. Staff is seeking approval from Council to authorize the City Manager to execute the second amendment with an end date not to exceed December 31, 2019.
- D. The monthly payment for the rental space is \$ 4,725.92.
- E. There is no rental rate increase involved with this amendment.





City of Galveston

FACILITIES DIRECTOR

Charles Kenworthy | 823 Rosenberg | Galveston, TX 77550
ckenworthy@galvestontx.gov | 409-797-3719

III. Alternatives in order of priority:

A. Council approves the acceptance of the lease amendment with an expiration date of December 31, 2019.

- 1) Cost- The monthly rental rate of \$4,725.92 will remain the same.
- 2) Timing- Initial term is set to expire on September 20, 2019

B. Council does not accept the terms of the lease options

- 1) Cost- Could increase due to new location
- 2) Timing- Staff would have to seek an alternative location for a short-term rental of commercial space. The new location must be capable of supporting the Collections and Distributions personnel, supplies and equipment.

IV. Recommendation:

Staff recommends Council approve the second lease amendment with an end date not to exceed December 31, 2019, authorizing the City Manager to execute the contract amendment.

Respectfully Submitted:
Charles Kenworthy, Facilities Director



SECOND AMENDMENT TO COMMERCIAL LEASE AGREEMENT

This *Second Amendment to Lease Agreement* (the "Second Amendment") is being executed by and between 5700 PIB LLC, as successor in interest and assignee of SULLIVAN NEWPORT LTD., and THE CITY OF GALVESTON ("Tenant").

WHEREAS, Sullivan Newport Ltd. and Tenant executed a *Lease Agreement* covering certain real property owned by Sullivan Newport Ltd. in Galveston County, Texas, with a Commencement Date of October 1, 2016, which *Lease Agreement* was subsequently amended by that certain *First Amendment to Lease Agreement* having an effective date of October 1, 2018 (as amended, the "Lease Agreement"); and

WHEREAS, 5700 PIB LLC, a Texas limited liability company ("Landlord"), has taken assignment of Sullivan Newport Ltd.'s rights and interest under the Lease Agreement, of which legal notice has been provided to Tenant in accordance with the provisions of the Lease Agreement; and

WHEREAS, Tenant has requested and Landlord agrees to extend the Lease Agreement as described more fully below, but not otherwise.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Landlord and Tenant hereby agree as follows:

1. **Month-to-Month Extension of Lease Term:** Tenant has requested and Landlord has agreed, to allow Tenant up to a 6-month extension of the Lease Agreement, on a month-to-month basis, upon expiration of the Renewal Term (the "Month-to-Month Renewal Period"). This month-to-month tenancy will terminate no later than December 31, 2019, regardless of whether tenant has provided notice to Landlord. Tenant shall provide Landlord with not less than thirty (30) days' prior written notice of intent to terminate the Lease during the Month-to-Month Renewal Period.
2. **Incorporation of Month-to-Month Renewal Period.** As used throughout the Lease Agreement, the phrase "Term" or "Lease Term" shall be read to include the Month-to-Month Renewal Period.
3. **Limitation on Second Amendment.** With the exception of those specific items set forth herein, all other terms, conditions, covenants and representations contained in the Lease Agreement shall remain in full force and effect, and shall be unaffected by this Second Amendment including, without limitation, Tenant's obligation to pay as Additional Rent all insurance, utilities and Tenant's pro rata share of property taxes covering the leased premises as described in the Lease Agreement.

[Signature page following]

[Signature page to Second Amendment to Lease Agreement]

EXECUTED on this ___ day of September 2019, to be EFFECTIVE as of October 1, 2019.

TENANT

CITY OF GALVESTON

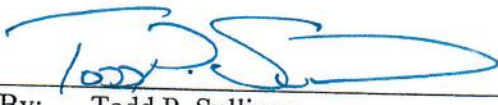
By: _____
Its: _____

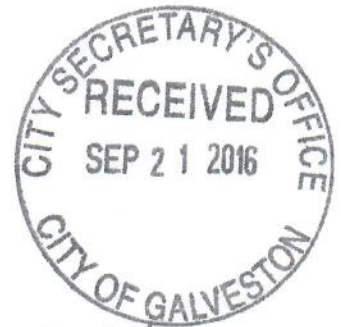
APPROVED AS TO FORM:

By: _____
Title: _____

LANDLORD

5700 PIB LLC
a Texas Limited Liability Company


By: Todd P. Sullivan
Its: Managing Member



LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") effective as of the 15th day of September, 2016, by and between SULLIVAN NEWPORT LTD. whose mailing address is P.O. Box 3088, Galveston, Texas 77552 ("Landlord") and THE CITY OF GALVESTON, having an office for the transaction of business at 823 Rosenberg Galveston, Texas 77553 ("Tenant").

WITNESSETH

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, and the mutual covenants contained herein, Landlord and Tenant hereby agree as follows:

Section 1. Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon and subject to the terms, conditions, covenants and provisions hereof and in their current **AS IS, WHERE IS** condition, the following:

That certain tract of improved real property located in Galveston County, Texas, consisting of approximately 5,000 square feet of warehouse & office space, .45 acres of land to be used as a laydown yard, together with an additional enclosed storage bay of approximately 840 square feet known as mini warehouse unit number 5. Tenant shall also be allowed access to utilize an additional .5 acre parcel for parking equipment and is further defined in Section 5 of this agreement. The leased premises is shown on the attached Exhibit "A" (the "Premises").

Section 2. Term. The term of this Lease (the "Lease Term") shall be for the period of two (2) years, beginning on October 1, 2016 (the "Commencement Date"), unless extended or sooner terminated as herein provided.

Section 3. Rent. Beginning October 1, 2016 and continuing for each month thereafter during the Term of this Lease, Tenant agrees to pay Landlord for the Premises, without offset or deduction, and without previous demand therefor, rent at the rate set forth below. All rent shall be payable by Tenant in the amount specified on the first day of each and every calendar month during the Lease Term. Rent shall be prorated for any partial months during the Lease Term. The basic rent payable (the "Base Rent") on or before the first day of each month during the Lease Term shall be FOUR THOUSAND AND NO/100 DOLLARS (\$4,000) per month.

Section 4. Proration of Rent. If the Commencement Date is other than the first day of a calendar month or if this Lease expires or terminates on a day other than the last day of a calendar month, then the installments of Rent and Additional Rent for such month or months shall be prorated and the installment or installments so prorated shall be paid in advance. Installments for such prorated month or months shall be calculated by multiplying the Monthly Rent by a fraction, the numerator of which shall be the number of days occupied or used during

the partial month, as the case may be, and the denominator of which shall be the number of days in said month.

Section 5. Additional Acreage Tenant shall be allowed access to utilize an additional .5 acre parcel located at Newport Marine Terminal for parking equipment. Landlord and Tenant agree that this specific .5 acres of laydown acreage can be relocated but will remain on Newport Marine Terminal property. Landlord will give written notice to Tenant of need for relocation with specification of the new, comparable parking area. Tenant will relocate to the new designated area within 30 days of receipt of the written notice from Landlord.

Section 6. Place of Payment. All amounts payable to Landlord under Section 3 of this Lease, as well as all other amounts payable by Tenant to Landlord under the terms of this Lease, shall be paid at the office of Landlord set forth above, or at such other place as Landlord may from time to time designate by written notice to Tenant.

Section 7. Rent to be Absolutely Net to Landlord. It is the intention of Landlord and Tenant that the Rent payable hereunder shall be absolutely net to Landlord so that this Lease shall yield, net to Landlord, the Rent specified herein during the term of this Lease. In addition to payment of the Rent outlined hereinabove and subject to the allowance granted the Tenant as set forth in this document, Tenant shall be solely responsible for all other costs associated directly with the Premises, including but not limited to those for insurance, utilities and ordinary maintenance and for Tenant's pro rata share of all personal and real property taxes which may be levied or assessed against the Land or Tenant's property thereon (collectively, the "Additional Rent"). Notwithstanding the foregoing, Tenant shall not be required to pay any costs related to Landlord's other property adjacent to the Land, except to the extent that such costs are caused by the acts or omissions of Tenant, its business invitees, or its operations.

Section 7 (A) Landlord obligation and allowance for initial modifications. Notwithstanding anything to the contrary in this Lease, Landlord shall be responsible for the upkeep and repair or the major components of the structure including the slab, external walls, roof, air conditioning and heating systems, electric lines and electrical panel, water heater and roll up doors. However, Tenant shall be and remain responsible for repairs of any damage to the Premises caused by Tenant, its employees agents or contractors, in connection with its use of the Premises. Landlord agrees to perform the following repairs, at its sole cost and expense, prior to Tenant taking possession of the Premises:

- (i) Repair roof leaks;
- (ii) Repair HVAC system and return to normal service;
- (iii) Repair existing roll-up doors and return to normal service;
- (iv) Repair plumbing issues and return to normal service; and
- (v) Restore existing electrical infrastructure and service to the Premises.

In addition, the Landlord extends to the Tenant an allowance of up to FIVE THOUSAND DOLLARS (\$5,000) for any incidental modifications or repairs to the Premises which may be desired by the Tenant during the Term of this Lease. Tenant shall submit requests to Landlord for approval for any desired modifications or repairs prior to commencing work, which approval

shall not be unreasonably withheld. Any repairs or modifications made by Tenant shall conform with all applicable laws, codes and regulations, including without limitation all building codes of the City of Galveston.

Section 8. Security Deposit. Tenant shall deposit with Landlord as of the Effective Date, as security for Tenant's performance hereunder, a security deposit in the amount of FOUR THOUSAND AND NO/100 DOLLARS (\$4,000).

Section 9. Use of Premises. The Premises may be used solely for Tenant's general office purposes, storage of equipment and/or materials, and other reasonably necessary purposes incident to Tenant's management of a commercial construction project located in Galveston County, Texas.

Section 10. Taxes and Utility Expenses.

(a) Tenant shall, during the term of this Lease, be responsible for, as and when the same shall become due and payable, Tenant's pro rata share of ad valorem taxes which shall or may during the term of this Lease be charged, levied, laid, assessed, imposed, become due and payable against the Premises, or liens upon or for or with respect to the Premises or any part thereof, together with all interest and penalties thereon, under or by virtue of all present or future laws, ordinances, requirements, orders, directives, rules or regulations of the federal, state and county governments and of all other governmental authorities whatsoever (hereinafter referred to as "Taxes").

(b) Tenant shall pay to Landlord monthly, as Additional Rent, Tenant's pro rata share of Taxes covering the Premises. Tenant's pro rata share shall be determined based upon the previous year's (i.e. 2015) tax statement, which currently equates to \$190.36 per month payable by Tenant to Landlord, in addition to any other amounts due hereunder. On or before August 1, 2017 (and on or before each successive anniversary of the Commencement Date during the Lease Term), Tenant and Landlord shall meet and reconcile the payments made in accordance with the preceding sentence, against the actual assessed and levied Taxes covering the Premises for such calendar year, and any balance owing to/from Landlord shall be paid within five (5) days of such meeting.

(c) Tenant shall also be responsible for payment of any special assessments or levies against the Premises arising as a result of Tenant's use or possession of the Premises. Any special assessments made or assessed after the Commencement Date shall be payable in accordance with Section 10(b), above.

(d) In addition, Tenant shall, during the term of this Lease, be solely responsible for filing all required renditions with the appropriate taxing authorities and satisfying any and all ad valorem tax obligations which shall or may during the term of this Lease, be charged, levied, laid, assessed, imposed, and/or become due and payable, with respect to Tenant's business personal property and equipment which is or may be located within the Premises, together with all interest and penalties thereon, under or by virtue of all present or



future laws, ordinances, requirements, orders, directives, rules or regulations of the federal, state and county governments and of all other governmental authorities whatsoever

(e) During the term of this Lease, Tenant shall also pay directly to the respective service provider, as and when the same shall become due and payable, all utility, telephone, waste disposal, and other costs for services furnished to the Premises, to the improvements thereon, or to the occupants thereof, during the Term of this Lease.

Section 11. Improvements, Repairs, Additions, Replacements.

Tenant shall not make alterations or improvements to the Premises without Landlord's prior written consent, which may reasonably be withheld. Any approved alterations or improvements shall be performed in accordance with all applicable government laws and regulations and in a good and workmanlike manner. Further, any approved alterations or improvements shall become part of the realty and unless otherwise approved in writing by Landlord, and shall remain on the Premises at the expiration or termination of this Lease.

Upon expiration or termination of this Lease, Tenant shall have ten (10) days to remove its removable trade fixtures, goods and effects, including all equipment and products in inventory (collectively, "Tenant's Property"). In no event shall Tenant be permitted to or obligated to remove any permanent alterations, additions, improvements and installations, but shall instead peaceably and quietly surrender to Landlord, possession of the Premises and shall leave the Premises broom clean and in good repair, order and condition, normal wear and tear excepted. Tenant's obligations to observe and perform this covenant shall survive the expiration or termination of this Lease. In the event of Tenant's failure to remove any of Tenant's Property from the premises within ten (10) days after the expiration or termination of this Lease, Landlord is authorized, without liability to Tenant for loss or damage thereto and at the sole risk of Tenant, to remove and store any of such Tenant's Property, at Tenant's expense, or to retain the same under Landlord's control or to sell at public or private sale, without notice, any or all of the Tenant's Property not so removed, and to apply the net proceeds of such sale to the payment of any sum due hereunder, and the balance, if any, shall be paid to Tenant.

Tenant shall have the right to maintain, at Tenant's sole expense and subject to Landlord's express consent and approval, signs on the Premises which evidence Tenant's presence and business on the Land. Any signage placed on or within the Premises must comply with all applicable local governmental requirements for same.

Section 12. Requirements of Public Authorities. As it relates to the Leasehold interest only, during the term of this Lease, Tenant shall, at its own cost and expense, promptly observe and comply with all present and future laws, ordinances, hazardous substance laws, environmental laws, and all requirements, orders, directives, rules and regulations of the federal, state, and county governments and of all other governmental authorities affecting the Premises or appurtenances thereto or any part thereof whether the same are in force at the commencement date of this Lease or may in the future be passed, enacted or directed, and Tenant shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands that may in any manner arise out of or be imposed because of the failure of Tenant to comply with the covenants

of this Section. Landlord has no obligation or duty to contest or challenge any such requirements, and should Tenant choose to do so, it shall be solely responsible for any costs or damages associated therewith.

Section 13. Covenant against Liens. If, because of any act or omission of Tenant, any mechanic's lien or other lien, charge or order for the payment of money shall be filed against Landlord or the interest of Landlord in and to any portion of the Land, Tenant shall, at its own cost and expense, cause the same to be discharged of record or bonded within thirty (30) days after written notice from Landlord to Tenant of the filing thereof; and to the extent permitted by law Tenant shall indemnify, defend (with counsel reasonably acceptable to Landlord) and hold harmless Landlord against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable attorneys' fees, resulting therefrom.

Section 14. Other Covenants of Tenant.

(a) Tenant may be requested to supply documentation, acceptable to Landlord, indicating that all commodities/materials brought onto, or stored within the Premises are covered by insurance that will pay all clean up costs of soil, air, and water of any environmental contaminants or hazardous waste. Tenant, to the extent such is caused solely by the actions of Tenant, its employees, agents, contractors and/or invitees, will be responsible for all damages, fines, and/or clean up costs resulting from contamination of soil, air or water as a result of any such commodities being placed or released by Tenant, its employees, agents, contractors and/or invitees, on or near the Premises. Tenant will be solely responsible for obtaining and maintaining all necessary permits; complying with all laws, regulations, and ordinances governing Tenant's operations; and paying all relevant fees and obligations required for Tenant's operation. Landlord shall be solely responsible for all damages, fines, and/or clean up costs resulting from contamination of soil, air or water as a result of any such commodities that are existing on the Premises prior to Tenant taking possession of the Premises.

(b) Tenant hereby acknowledges and agrees to use the Premises strictly pursuant to the terms of this Lease and in accordance with all laws and ordinances.

(c) Tenant hereby acknowledges and agrees it shall not commit, or suffer to be committed, any waste on the Premises, or shall it maintain, or permit the maintenance or commission, of any nuisance on the Premises.

(d) Except for pre-existing condition, Tenant hereby acknowledges and agrees to keep and maintain and surrender Premises in an environmentally clean condition until termination of this Lease agreement, reasonable wear and tear expected.

(e) Tenant shall, at its sole cost and expense, maintain and keep in good repair all fences surrounding the Premises throughout the Term of this Lease.

(f) Tenant shall be responsible for the conduct and acts of its employees and customers both on the Premises and Landlord's adjoining property at all times during Tenant's use and occupancy of the Premises and shall, to the extent permitted by law, hold and save

harmless the Landlord from the claims of any and all persons arising from such use and occupancy by Tenant.

(g) Landlord shall be responsible for the conduct and acts of its employees and invitees both on the Premises and Landlord's adjoining property at all times during Tenant's use and occupancy of the Premises and shall, to the extent permitted by law, hold and save harmless the Tenant from the claims of any and all persons arising from such use and occupancy by Landlord.

Section 15. Access to Land. Landlord or Landlord's agents and designees shall have the right, but not the obligation, to enter upon the Land after reasonable prior notice to Tenant, to examine same to verify Tenant's compliance with the terms of this Lease, and to exhibit the Land to prospective purchasers and, not less than six (6) months prior to the expiration of any existing lease term or any Renewal Term (as applicable), to prospective tenants.

Section 16. Assignment and Subletting. Tenant may not assign, mortgage or otherwise encumber this Lease, or sublease all or any part of the Land without Landlord's prior written approval, which approval may be withheld for any or no reason. If the Landlord permits any sublease or assignment, Tenant shall nevertheless, notwithstanding such approval, be and remain fully responsible for all obligations under this Lease.

Section 17. Not used.

Section 18. Insurance. Tenant shall pay directly to Landlord on demand, and as Additional Rent hereunder, Tenant's prorated share of insurance premiums covering the improvements located within the Premises. Tenant's current share of such premiums, as of the date of execution of this Lease, is **\$535.56 per month**, which amount shall be paid in the same manner as the Rent described above, but shall be subject to adjustment during the Term of this Lease upon renewal of such policy or policies by Landlord, in which event Landlord shall provide Tenant with no less than fourteen (14) days written notice of any such change in premium.

In addition to all other amounts payable by Tenant hereunder, Tenant shall also provide at its own expense and keep in force during the term of this Lease, the following policies of insurance:

(a) General Liability

Tenant is a participant in the Texas Municipal League Risk Pool. The Risk Pool will issue a certificate noting the Landlord is the owner of the property. The limits of liability are set out in the Texas Tort Claims Act as \$250,000 per individual and \$500,000 per occurrence.

(b) Workers Compensation

Tenant shall provide a certificate from the Texas Municipal League evidencing that it has

workers compensation insurance coverage with statutory limits as set by The State of Texas.

(c) Landlord Insurance

Landlord shall maintain all-peril insurance covering the Premises against casualty loss during the Lease Term. Notwithstanding the foregoing, Landlord shall not be responsible for insuring Tenant's personal property against loss or damage.

Section 19. Eminent Domain. As used in this Section 19, the term "Taking" shall mean and refer to the event of vesting of title in a competent authority vested with the power of eminent domain or condemnation pursuant to any action or proceeding brought by such authority in exercise of such power, including a voluntary sale to such authority, either under threat of, or in lieu of, condemnation, or while a condemnation action or proceeding is pending. If, at any time during the term of this Lease (or during any Renewal Term, as applicable), there shall be a Taking of all or any part of the Premises, this Lease shall terminate as to the Premises so taken and Landlord and Tenant shall recover damages from the taking party as their interests may appear, provided that Landlord shall recover the value of the Premises so taken as if the land had been free to lease.

Section 20. Quiet Enjoyment; Status of Landlord's Title.

(a) Tenant, upon paying the rent and additional rent and all other sums and charges to be paid by it as herein provided, and observing and keeping all covenants, warranties, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Premises during the term of this Lease, and any Renewal Term (as applicable).

(b) Landlord represents and warrants to Tenant that Landlord owns fee simple title to the Premises and that Landlord has the power and authority to execute and deliver this Lease and to carry out and perform all covenants to be performed by Landlord hereunder. Further, Landlord represents and warrants that the Premises are not subject to liens or encumbrances which prevent Landlord from executing and performing under this Lease.

Section 21. Default.

(a) The following events shall constitute events of default by Tenant under this Lease:

(1) Tenant's failure to pay any installment of Base Rent and/or Additional Rent when the same shall be due and payable, within five (5) business days of the date due; or

(2) Tenant's failure to perform any of the other covenants, conditions and agreements herein contained on Tenant's part to be kept or performed and the continuance of such failure without the curing of same for a period of fifteen (15) business days after receipt by Tenant of notice from Landlord specifying the nature of such failure; or

(3) If Tenant shall (i) file a petition commencing a voluntary case under any applicable federal or state bankruptcy, insolvency or other similar law; (ii) make a general assignment for the benefit of its creditors; (iii) file an application for, or consent to, the appointment of any receiver or a permanent or interim trustee of Tenant or of all or a substantial portion of its property; (iv) file a petition seeking a reorganization of its financial affairs or to take advantage of any bankruptcy, insolvency or similar law, or an answer admitting the material allegations of a petition filed against it in any proceeding under any such law; (v) take any action for the purpose of effecting any of the foregoing; or (vi) be the subject of a decree or order for relief by a court having jurisdiction in respect of Tenant in any involuntary case under any applicable federal or state bankruptcy, insolvency or similar law; or

(4) If any proceedings brought against Tenant seeking any of the relief mentioned in Section 21(a)(3) shall not have been dismissed within ninety (90) days.

(5) If for reasons other than those set out in this Section, Tenant fails to conduct regular business upon the Premises for a period of ninety (90) days or more.

(6) Failure of Landlord to make any required repairs to the structure of the building, as described more particularly in Section 7A above, within sixty (60) days after receipt of written notice from Tenant requesting same.

(b) Upon the occurrence of an event of default and failure of Tenant to cure the same within any cure period specified herein, Landlord may, at its option, (i) give Tenant a notice of election to end the term of this Lease (or any Renewal Term, as applicable) upon a date specified in such notice, which date shall be not less than ten (10) business days after the date of receipt by the Tenant of such notice, and upon the date specified in said notice, and provided such event of default has not been cured, the term and estate hereby vested in Tenant shall cease and any and all other right, title and interest of Tenant hereunder shall likewise cease without further notice or lapse of time, as fully and with like effect as if the entire term of this Lease had elapsed, however, Tenant shall continue to be liable to Landlord as hereinafter provided, (ii) file suit in a court of appropriate jurisdiction for the collection of rent or additional rent due hereunder without cancellation or termination of this Lease, or (iii) pursue any other remedy available to Landlord at law or in equity.

(c) Upon any termination of the term of this Lease (or any Renewal Term, as applicable) due to a default by Tenant, Landlord may, in addition to and without prejudice to any other rights and remedies Landlord shall have under Section 21(b) above, and at law or in equity, re-enter the Premises and recover possession thereof and dispossess any or all occupants of the Premises and recover possession by the statute relating to summary proceedings, or similar statutes.

Section 22. Interest and Late Charges. All past-due Rents or other amounts owed under this Lease shall bear interest from the date due until paid at the rate of six percent (6%) per annum. In addition, in the event any installment of Rent under this Lease shall not be paid on or before the fifth (5th) business day after the due date, a "late charge" of \$250.00 may be charged



by Landlord, as Additional Rent, for the purpose of defraying Landlord's administrative expenses incident to the handling of such overdue payment.

Section 23. Waivers. Failure of Landlord or Tenant to complain of any act or omission on the part of the other party no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by Landlord or Tenant at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision.

Section 24. Notices. Every notice, approval, consent, or other communication authorized or required by this Lease shall not be effective unless same shall be in writing and delivered in person or by courier or sent postage prepaid by United States registered or certified mail, return receipt requested, directed to the other party at its address set forth in the first paragraph of this Lease, or such other address as either party may designate by notice given from time to time in accordance with this Section. Such notices or other communications shall be effective (i) in the case of personal delivery or courier delivery, on the date of delivery to the party to whom such notice is addressed as evidenced by a written receipt signed on behalf of such party, and (ii) in the case of registered or certified mail, the earlier of the date receipt is acknowledged on the return receipt for such notice or five (5) business days after the date of posting by the United States Post Office. The rent payable by Tenant hereunder shall be paid to Landlord at the same place where a notice to Landlord is herein required to be directed.

Section 25. Governing Law. This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Texas, and venue for any action or proceeding brought in connection with this Lease shall be proper only in the District Courts or County Courts at Law of Galveston County, Texas.

Section 26. Partial Invalidity. If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provisions of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 27. Interpretation. Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof. This Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. The term "Landlord" whenever used herein shall mean only the owner at the time of Landlord's interest herein, and upon any sale or assignment of the interest of Landlord, its successors in interest and/or assigns shall, during the term of its ownership of its estate herein, be deemed to be Landlord.

Handwritten signature and initials in ink, appearing to be 'JB' followed by a stylized flourish.

Section 28. Entire Agreement. No oral statement or prior written matter shall have any force or effect. Landlord and Tenant agree that they are not relying on any representations or agreements other than those contained in this Lease. This Lease shall not be modified or canceled except by writing executed by Landlord and Tenant.

Section 29. Parties. Except as herein otherwise expressly provided, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, successors, successors in title, administrators and assigns.

Section 30. Extension of term. At the option of Tenant, this Lease may be extended on a semi-annual basis for up to two (2) six-month periods. Tenant may exercise its option to extend this Lease by providing written notice to Landlord not less than sixty (60) days prior to the end of the Initial Term. Tenant may exercise its option to extend this Lease for the subsequent six-month period by providing written notice to Landlord not less than thirty (30) days prior to the end of the then-current period. If extensions are required beyond the two (2) six-month periods contemplated in this Section, the parties will execute an addendum to this Lease or a new Lease entirely.

Section 31. City acting in governmental capacity. The parties agree that in entering into this Lease the City of Galveston is operating in its governmental capacity. Landlord agrees that it will not assert for any reason that in entering into this Lease the City is performing a proprietary function.

Signature Page to Follow

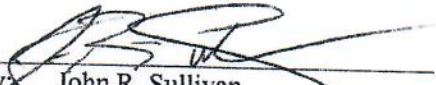
A handwritten signature in dark ink, appearing to be a stylized 'ES' followed by a flourish.

Signature page to Lease Agreement

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease effective as of this 15th day of September 2016.

LANDLORD

SULLIVAN NEWPORT LTD


By: John R. Sullivan
Its: Authorized Representative

TENANT

CITY OF GALVESTON


By: Brian Maxwell
Its: City Manager

9/20/16

APPROVED AS TO FORM:


Asst. City Attorney

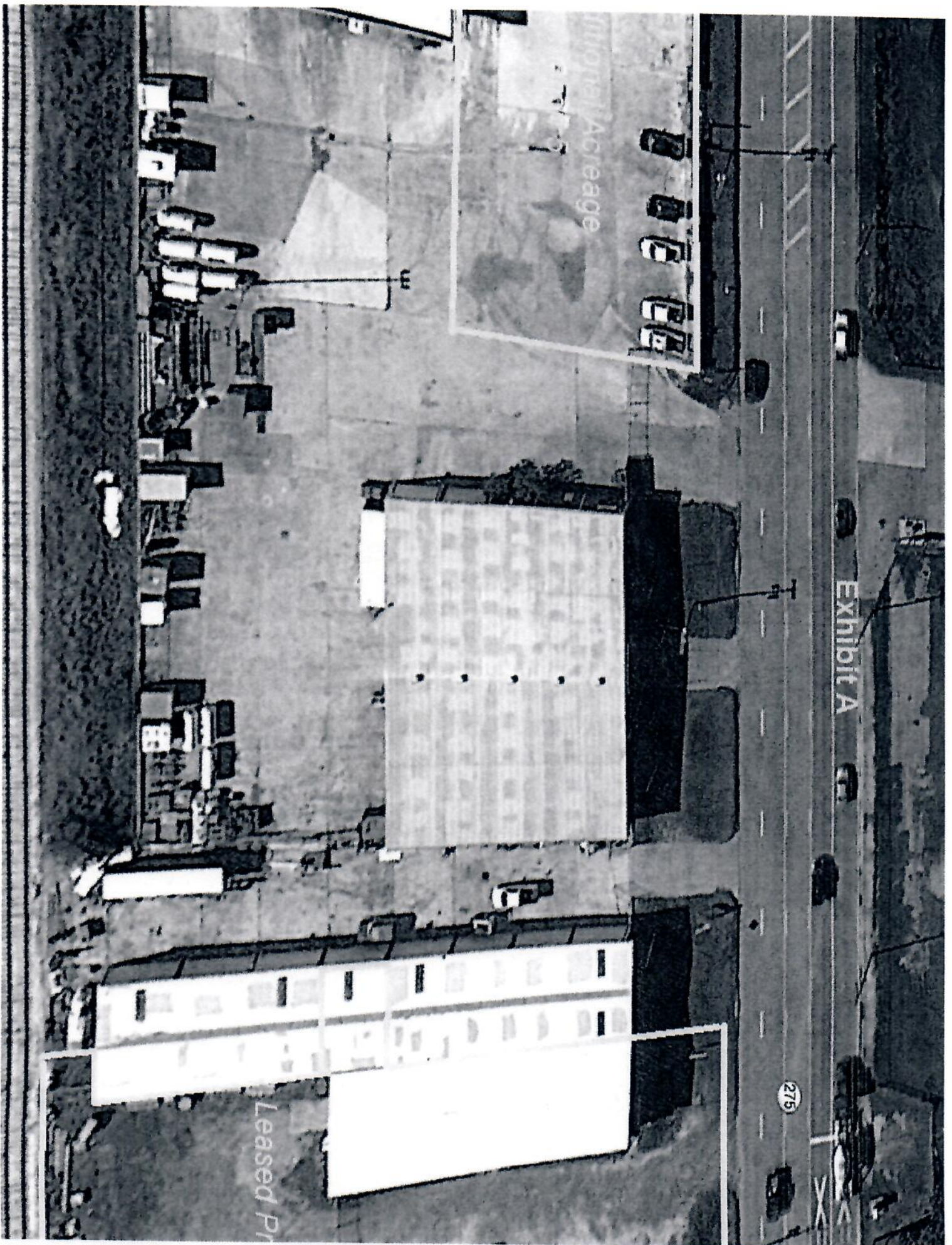


Exhibit A

275

Industrial Acreage

Leased Pr

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:
2016-111730

Date Filed:
09/14/2016

Date Acknowledged:
09/21/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

SULLIVAN NEWPORT
GALVESTON, 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-16-151
facility/warehouse leasing

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:
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SULLIVAN NEWPORT
GALVESTON, 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

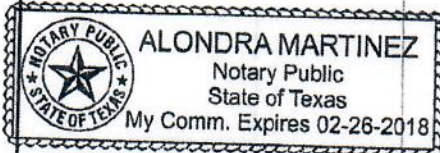
- | | |
|---|--|
| 3 | <p>Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.</p> <p>COG-CON-16-151</p> <p>facility/warehouse leasing</p> |
|---|--|

[illegible]

- 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.



AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said John R. Sullivan, this the 14th day of September 2016, to certify which, witness my hand and seal of office.

Signature of authorized agent of contracting business entity

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

August 6, 2019

Honorable Mayor and City Council Members
Galveston, Texas

Dear Honorable Mayor and Members of Council,

Subject: Consider for action, awarding RFP 19-13A for Air Traffic Control Tower Improvements to J. W. Kelso Company, Inc. and approve an expenditure in the amount of \$415,492.00. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background:

- A. The Air Traffic Control Tower (ATCT) was completed in 2005 and opened in 2006.
- B. Since that time, significant corrosion has occurred to all metal surfaces of the ATCT and all building joint seals have deteriorated to the point of needing to be replaced.
- C. Due to high winds and driving rain that occurred during Hurricane Harvey, the ATCT received significant damage that is in need of repair, including replacing three Tower Cab windows, roof repairs and interior repairs to sheetrock, carpeting and the elevator.
- D. As a result of these issues, Armko Industries developed a scope of work for the exterior repairs that Purchasing distributed via the RFP process outlining the scope of the project.
- E. On October 25, 2018, City Council approved RFP 18-29 to replace three damaged Cab windows and replace the existing window frames with stainless steel frames.
- F. On January 24, 2019, City Council approved the funding agreement between the City, Tax Increment Reinvestment Zone 14 and the Galveston Island Redevelopment Authority to fund \$402,236 for the rehabilitation of the ATCT.
- G. Exterior repairs to the ATCT include repairing damage by Hurricane Harvey plus other much needed repairs to the facility. Current scope of exterior repairs consist of replacing the existing roof system, replacing the existing metal handrails with stainless steel handrails, replacing the existing HVAC roof top units, installing stainless steel covers over all wall-mounted HVAC systems and elevator vent, replace all building joint seals, and clean and paint all existing exterior sheet metal and cab window frames.
- H. The project has a total budget of \$480,000.00
- I. Purchasing solicited RFP 19-13 for Air Traffic Control Tower Improvements, but no qualified submittals were submitted by the deadline.
- J. The RFP was modified by removing the replacement of 13 Tower Cab window frames.

II. Current Situation:

- A. Purchasing re-advertised RFP 19-13A for Air Traffic Control Tower Improvements.





Scholes International Airport

AIRPORT ADMINISTRATION

2115 Terminal Dr | Galveston, TX 77554

www.galvestonairport.com | airport@galvestontx.gov | 409-797-3590

- B. The City opened RFP 19-13A on July 17, 2019 and received one responsive submittal from J. W. Kelso Company, Inc. in the amount of \$377,720.00
- C. Staff is recommending that RFP 19-13A be awarded to J. W. Kelso Company, Inc.

III. Alternatives:

- A. City Council approves awarding RFP 19-13A for Air Traffic Control Tower Improvements to J. W. Kelso Company, Inc. and approve an expenditure in the amount of \$415,492.00.
 - 1) A ten (10%) percent contingency allowance of \$37,772.00 is included in the proposal contract price.
- B. City Council does not approve awarding RFP 19-13A.

V. Recommendation:

Staff recommends awarding RFP 19-13A for Air Traffic Control Tower Improvements to J. W. Kelso Company, Inc. including a 10% contingency allowance and approve an expenditure in the amount of \$415,492.00.

VI. Fiscal Impact Report:

Requested by:	Mike Shahan, Airport Director
Funding Source:	Air Traffic Control Tower Rehabilitation Account
Cost of Implementation	\$415,492.00
Additional information:	ARMKO Letter of Recommendation for Proposal 19-13A

Respectfully submitted,

A handwritten signature in blue ink that reads "Mike Shahan".

Mike Shahan
Airport Director



August 8, 2019



1320 SPINKS ROAD
FLOWER MOUND, TX 75028
972.874.1388 / FAX 972.874.1391
www.armko.com

Susan Serrano, CTPM, CTCM
Purchasing Supervisor
823 Rosenberg
Room 306
Galveston, TX 77550

RE: Request for Proposals 19-13A Air Traffic Control Tower Recommendation to Consider Award

Ms. Serrano:

After review of the submitted proposals for the Control Tower Improvements and verifications of the submitted references, it is recommended that J.W. Kelso Company of Galveston Texas be considered for award to the project # 19-13A for the Air Traffic Control Tower improvements.

Respectfully,

Mike Perry

Mike Perry
Building Envelope Consultant
ARMKO Industries Inc.
281-633-1258

August 9, 2019

Honorable Mayor and City Council Members
Galveston, Texas

Dear Honorable Mayor and Members of Council,

Subject: Consider for action, authorizing the City Manager to approve an expenditure in the amount of \$63,500.00 to the Texas Department of Transportation, Aviation Division as the required ten (10%) percent match for the Airport Master Plan and engineering/design for rehabilitation of Runway 18/36, South Apron Phase 1, 2 & 3 and the South Ramp Pavement Project (TxDOT Project No. 20MPGLVST). Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background:

- A. On November 6, 2015, the City submitted a Letter of Interest to the Texas Department of Transportation, Aviation Division (TxDOT) requesting airport development grants to cover airport fencing and multiple pavement projects and an Airport Master Plan update.
- B. To date, we have received three grants totaling \$6,074,700 that covered engineering/design and construction of the Airport perimeter fencing; rehabilitation of the concrete sections of Runway 14/32; all five taxiways and the North Aircraft Apron.
- C. The next phase of planned projects includes an Airport Master Plan Update and engineering/design for the rehabilitation of Runway 18/36, South Apron Phase 1, 2 & 3 along with the the South Ramp.
- D. On January 24, 2019, City Council approved a funding agreement between the City, the Tax Incremental Reinvestment Zone 14 and the Galveston Island Redevelopment Authority to fund the 10% match of \$52,500.00, which was the anticipated 10% match for this \$525,000.00 grant.
- E. In July, TxDOT revised and increased the original grant amount by \$110,000 for this project bringing the new grant amount to \$635,000, which requires a revised 10% match of \$63,500.00.

II. Current Situation:

- A. TxDOT is requesting the required 10% match for the grant to be submitted to them before September 15, 2019. This will allow them to seek funding approval from the Texas Transportation Commission at their September 26, 2019 Commission meeting.
- B. Once TxDOT receives our 10% match, they will proceed with advertising the RFQ for both the Airport Master Plan Update and for engineering/design services.



III. Alternatives:

A. City Council approves authorizing the City Manager to approve an expenditure in the amount of \$63,500.00 to the Texas Department of Transportation, Aviation Division as the required ten (10%) percent match for the Airport Master Plan and engineering/design for rehabilitation of Runway 18/36, South Apron Phase 1, 2 & 3 and the South Ramp Pavement Project (TxDOT Project No. 20MPGLVST)

- 1) **Benefit-Approving** this expenditure will allow TxDOT to proceed with the RFQ bidding process for the Airport Master Plan Update and for engineering/design services for pavement rehabilitation of Runway 18/36, South Apron Phase 1, 2 & 3 and the South Ramp.
- 2) **Cost** - Total estimated planning, engineering/design cost is estimated at \$635,000.00. TxDOT will pay the estimated cost of \$571,500.00 (90%), while the City pays \$63,500.00 (10%) of the total estimated expense.

B. City Council does not approve the Request.

IV. Recommendation:

Staff recommends City Council approves authorizing the City Manager to approve an expenditure in the amount of \$63,500.00 to the Texas Department of Transportation, Aviation Division as the required ten (10%) percent match for the Airport Master Plan and engineering/design for rehabilitation of Runway 18/36, South Apron Phase 1, 2 & 3 and the South Ramp Pavement Project (TxDOT Project No. 20MPGLVST). Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

V. Fiscal Impact Report:

Requested by:	Mike Shahan, Airport Director
Funding Source:	Airport Improvement Fund (A2020)
Costs of implementation:	\$63,500.00 (10% match of \$635,000)
Additional Information:	See attached TxDOT Invoice dated July 22, 2019

Respectfully submitted,



Mike Shahan
Airport Director





125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

INVOICE

July 22, 2019

Mr. Mike Shahan
Airport Director, City of Galveston
2115 Terminal Drive
Galveston, Texas 77554

RE: TXDOT CSJ No.: 20MPGLVST
Fund Source: 15700

Dear Mr. Shahan,

The current estimate for the above reference construction project is \$635,000. The Sponsors Share of the estimated cost is \$63,500.00. Please remit the Sponsors Share to an address shown below not later than September 15, 2019.

Texas Department of Transportation
ATTN: Robert Dean
P.O. Box 149001
Austin, Texas 78714

OR

Texas Department of Transportation
ATTN: Robert Dean
Revenue Accounting
200 East Riverside Drive
Austin, Texas 78704
(overnight address)

Or for **WIRING ONLY** use the following information:

Financial Institution: Austin Texas Comptroller Austin
Routing Number: 114900164
Account Number: Comptroller of Public Accounts Treasury Operations
Account Number to Credit: 463600001
Reference: TxDOT Aviation CSJ: 20MPGLVST
Attention: 601-Texas Dept. of Transportation – Aviation division
Robert Dean

If you would like to use **ACH- Automated Clearing House** – please contact Becky for those instructions. It has a different routing account.

If you have any questions, need additional information, please contact me at 512/416-4512.

Sincerely,

Allison Martin
Grant Manager
cc: Robert Dean, Finance

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer



City of Galveston

CAPITAL PROJECTS STAFF REPORT

August 12, 2019

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

From: J. Dudley Anderson
Architectural Projects Manager

Re: Consider for approval of Change Order No. 2 to the contract with LEM Construction Co., Inc., for the Airport Wastewater Treatment Plant Improvements project, increasing the contract by \$133,205.85 from the amount of \$6,940,471.24 to a new total amount of \$7,073,677.09. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. Hurricane Ike caused substantial damage to the Airport Wastewater Treatment Plant located at 7816 Mustang Drive in Galveston. Approximately 8 feet of water from the hurricane submerged much of the property and destroyed pumps, switches and control rooms throughout the plant.
- B. FEMA approved a Project Worksheet in the amount of \$1,185,785 to help the City restore the plant to its original function.
- C. The facility, though operating, has continued to deteriorate since the hurricane struck in September 2008. City officials determined that Community Development Block Grant disaster recovery funds would be needed to supplement the FEMA funding. City Council agreed in November 2015 to dedicate \$4,908,567 in CDBG-DR funds Disaster Recovery Non-Housing Round 2.2 for this purpose.
- D. The General Land Office approved LAN, Inc. to provide engineering design services for the Airport Wastewater Treatment Plant Improvements project, with the City contracting with LAN, Inc. for the FEMA portion of the project.
- E. The City Council subsequently awarded a contract with LEM Construction Co., Inc. in the amount of \$6,792,200.00 on May 24, 2018 for the construction of this project.

II. Current Situation

- A. The project is approximately 55% complete and is scheduled to be complete in December 2019.
- B. The net increase of this change order is \$133,205.85.
- C. There are 4 items identified and recommended by City staff in this change order.
 - a. Item 222 - provides for the removal of grit from the aeration basin. The contractual quantity of grit was estimated but unknown until the basin was drained and the actual quantity could be determined.
 - b. Item 315 - provides for removal of concrete support blocks that were unknown until the basin was drained.
 - c. Item 316 - provides for replacement of excessively corroded materials with stainless steel. The condition was unknown until exposed when the clarifier was taken off line during construction activity.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

- d. Item 317 - provides for replacement of excessively corroded materials with stainless steel. The condition was unknown until exposed when the clarifier was taken off line during construction activity.

D. LAN has recommended approval of this request.

III. Alternatives in order of priority

- A. Approve Change Order No. 2 to the contract with LEM Construction Co., Inc., for the Airport Wastewater Treatment Plant Improvements project, increasing the contract by \$133,205.85 from the amount of \$6,940,471.24 to a new total amount of \$7,073,677.09.
- B. Do not approve the request.

IV. Recommendation

Approve Change Order No. 2 to the contract with LEM Construction Co., Inc., for the Airport Wastewater Treatment Plant Improvements project, increasing the contract by \$133,205.85 from the amount of \$6,940,471.24 to a new total amount of \$7,073,677.09.

VI. Fiscal Impact Report

Requested by: J. Dudley Anderson
Architectural Projects Manager

Funding Source:

FEMA Project Worksheet 14803 (SW-159)

Construction	\$ 835,712.70	(capped)
Administration	\$ 21,365.00	

CDBG DR Non-Housing Round 2.2

Construction	\$ 5,190,044.09	(\$133,205.09 increase)
Administration	\$ 222,327.00	

2008 Sewer Bonds

Construction	\$ 1,047,920.30
Administration	\$ 20,960.00

Total Cost of Implementation	\$ 7,338,167.33
------------------------------	-----------------

Respectfully Submitted,

J. Dudley Anderson
Architectural Projects Manager





Texas General Land Office Disaster Recovery

Construction Contract Change Order Request Form

Engineer: Lockwood, Andrews & Newnam, Inc. 2925 Briarpark Drive, Ste 400 Houston, Texas 77042 Phone No.: 713-266-6900	Owner (Contractor Locality): City of Galveston P.O. Box 779 823 Rosenberg, Rm 205 Galveston, Texas 77553 Phone No.: 409-797-3630	Contractor: LEM Construction Co, Inc. 10849 Kinghurst, Suite 150 Houston, TX 77099 Phone No.: 281-495-9550 Agreement Date: 6/20/2018	
Date: 08/09/2019 Project Code No.: P21561A-1b Bid Package No.: 9748-1_BID1	Contract For (Project Description): Airport Wastewater Treatment Plant Improvements	GLO Contract No.: Change Order No.: 2	
You are hereby requested to comply with the following changes from the contract plans and specifications:			
Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
222	Additional Aeration Basin and Digester Grit Removal: 740 CY @150.00/CY		\$111,000.00
315	Demolish & Remove Concrete Support Blocks from the Three Aeration Basins: 1 LS @ \$11,601.64		\$11,601.64
316	Install New Stainless Steel Clarifier Scum Beach: 1 LS @ \$7,905.00		\$7,905.00
317	Rehabilitate Existing Clarifier Bridge Support: 1 LS @ \$2,699.21		\$2,699.21

<u>Change in Contract Price</u>	<u>Change in Contract Time (Calendar Days)</u>
Original Contract Price: \$6,792,200.00	Original Contract Time: 570 days
Previous Change Order(s): No. 1 to No. 1 \$148,271.24	Net Change From Previous Change Orders: (37) days
Contract Price Prior to this Change Order: \$6,940,471.24	Contract Time Prior to this Change Order: 570 days
Net Increase/Decrease of this Change Order: \$133,205.85	Net Increase/Decrease of this Change Order: 0 days
Contract Price With all Approved Change Orders: \$7,073,677.09	Contract Time With all Change Orders: 533 days
Cumulative Percent Change in Contract Price (+/-): +4.14 %	Grantee Contract End Date: (mm/dd/yy) 12/31/2020
Construction Contract Start Date: (mm/dd/yy) 7/13/2018	Construction Contract End Date: (mm/dd/yy) 12/28/2019

Reimbursements of costs included in this change order are subject to review by the GLO-DR program.

* This document may be executed prior to submission for GLO-DR program review, but all parties involved will be held responsible if the change order or the amendment warranted as a result of this change order is not in compliance with CDBG or HUD requirements.

RECOMMENDED:

By: William E. Schlager

ENGINEER

Lockwood, Andrews & Newnam

Date: 8/12/2019

APPROVED:

By: _____

OWNER

City of Galveston

Date: _____

ACCEPTED:

By: Steve W. Castle
STEVE CASTLE

CONTRACTOR

LEM Construction

Date: 8/12/2019

JUSTIFICATION FOR CHANGE

1. Will this Change Order increase or decrease

the number of beneficiaries?

☐ Increase

☐ Decrease

☒ No Change

If there is a change, how many beneficiaries will be affected?

Total ____ L/M ____

2. Effect of this change on scope of work:

☒ Increase

☐ Decrease

☐ No Change

3. Effect on operation and maintenance costs:

☐ Increase

☐ Decrease

☒ No Change

4. Are all prices in the change order dependent upon unit prices

found in the original bid?

☐ Yes

☒ No

If "No", explain:

Item 222 is an existing unit price item from the original bid. The contractor provided proposals for Item 315-317 and these item costs were evaluated and found to be competitive compared to similar work items on comparable type projects.

5. Has this change created new circumstances or environmental

conditions which may affect the project's impact, such as

concealed or unexpected conditions discovered during actual

construction?

☐ Yes

☒ No

If "Yes", is an Environmental Re-assessment required?

6. Is the Texas Commission on Environmental Quality (TCEQ)

clearance still valid? (if applicable)

☒ Yes

☐ No

7. Is the TCEQ permit approval still valid? (sewer projects only)

☒ Yes

☐ No

8. Are the handicapped access requirements/approval

still valid? (if applicable)

☒ Yes

☐ No

9. Are other Disaster Recovery contractual special condition clearance

still valid?

☒ Yes

☐ No

(If no, specify):

NOTE:

- * Generally, a cumulative change in the contract price in excess of 25% cannot be reviewed (18% **decrease** for counties).



**Lockwood, Andrews
& Newnam, Inc.**

A LEO A DALY COMPANY

August 7, 2019

Mr. Ross Blackketter, P.E.
Director of Capital Projects
City of Galveston
Public Works Department
823 Rosenberg
Galveston, Texas 77550

Reference: Recommendation Letter – Change Order #02
Airport Wastewater Treatment Plant Improvements Project
City of Galveston, Texas

Dear Ross:

Attached is Change Order #02 from LEM Construction Company, Inc. for the City of Galveston (City) Airport Wastewater Treatment Plant (WWTP) Improvements Project. The proposed changes increase construction cost \$133,205.85 and does not impact the contract time.

Lockwood, Andrews & Newnam, Inc. (LAN) has reviewed the change order and recommends the City approve this request. If you have any questions or need additional information, please contact us.

Sincerely,

A handwritten signature in blue ink that reads 'William E. Schlafer'.

William E. (Bill) Schlafer, P.E.
Senior Project Manager

Attachment

Cc: Trina Jankowski, City of Galveston



City of Galveston

CAPITAL PROJECTS STAFF REPORT

August 13, 2019

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

From: J. Dudley Anderson, Architectural Projects Manager

Re: Consider for approval of Change Order #4 to the contract with Construction LTD, for the Fire Station #1 New Site Construction and Existing Site Demolition project increasing the contract by \$165,784.00, from the amount of \$9,875,172.00 to the amount of \$10,040,956.00, and extending the contract term by 94 days. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. The U.S. Department of Housing and Urban Development approved the State's amended action plan for \$1.7 billion in second round disaster recovery funding associated with Hurricane Ike and Dolly.
- B. The amended state plan allocates \$1.032 billion to the Houston-Galveston Area Council region.
- C. Because of the age and unsuitability of the existing Fire Station #1 and City Hall Annex, it is desired to build a new, state of the art fire station.
- D. The construction of a new Fire Station #1 and the subsequent demolition of the existing fire station was therefore identified as work to be funded by the CDBG Disaster Recovery Non-Housing Round 2.2 program.
- E. The General Land Office approved O'Malley Strand Associates, Inc. to provide engineering and architectural design services for the Fire Station #1 New Site Construction and Existing Site Demolition project.
- F. Construction LTD was awarded the contract by Council on September 28, 2017 in the amount of \$9,621,500.00.
- G. The contract was increased \$4,205.00 to \$9,625,705.00 in Change Order #1, increased \$72,639.00 to \$9,698,344.00 in Change Order #2, and increased \$176,828.00 to \$9,875,172.00 in Change Order #3.
- H. Change Order #2 included demolition work required to provide for the restroom facilities in City Hall to allow for demolition of the City Hall Annex. The City of Galveston chose to utilize this existing contract to expedite and better coordinate the work required for demolition of City Hall Annex and connectivity between City Hall and the new Fire Station #1.
- I. Change Order #3 included construction cost for Phase 1B to provide for the restroom facilities in City Hall to allow for demolition of the City Hall Annex. The City of Galveston chose to utilize this existing contract to expedite and better coordinate the work required for demolition of City Hall Annex and connectivity between City Hall and the new Fire Station #1.

II. Current Situation

- A. Previous change orders, excluding Change Order #1, approved on this contract are related to renovation required in City Hall to prepare for the demolition of City Hall Annex. These changes are not funded by the CDBG DR Non-Housing Round 2.2.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

- B. The proposed work for this Change Order are items identified and recommended by a combination of City staff, the design firm, or the General Contractor. They relate mostly to items necessary to complete systems and construction of Fire Station #1.
- a. Item 15 – (\$30,000) Bridge-OSSSI CAD/Alert Sys. PR NA - reduces the construction allowance included in the contract to provide a digital bridge to the alerting system in the Fire Station. This system is not available at this time therefore the cost is removed from the contract.
 - b. Item 23 – \$3,574.00 concrete sidewalks PR 23 and (\$200) PR 20 - provides for accessible curb ramps at the 26th street intersections. These ramps were originally included in other projects but moved to the Fire Station project to better coordinate the work.
 - c. Item 24 – \$19,553.00 storm drainage PR 24 - provides for more effective drainage design on the west side of the site.
 - d. Item 25 – \$16,931.00 domestic water PR 16 – provides for a 3” domestic water meter and vault. The original design included a 2” City supplied meter. The 3” meter will provide a greater capacity for operation of the Fire Station.
 - e. Item 27 – \$20,720.00 landscaping and sodding PR 28 - provides an irrigation system for the landscaping. This system was removed from the original contract with the expectation that City crews could provide that system. It has been added back to the project.
 - f. Item 37 – \$48,503.00 retaining wall PR 25 - provides for an enlarged retaining wall on the west side off the site for more effective drainage and enclose the larger than expected underground vaults for water meters and sand oil separators.
 - g. Item 55 – \$49,698.00 Veneer Stone PR 18 and Mat PR 15 – provides for the inclusion of add alternate #5 (development on each side of entry stair for seating and memorial area). That alternate was not accepted originally due to budgetary concerns. Cost controls on the project have alleviated those concerns and this portion of the original design is accepted by this approved change order.
 - h. Item 64 – \$9,385.00 PR 22 – adds protective railing in attic work space, storage, and walkways for safety.
 - i. Item 68 – \$12,206.00 PR 14.1 & 14.2 – provides carpentry work not detailed in the original contract necessary to accommodate TDI windstorm certifications.
 - j. Item 116 – \$35.00 PR 21-R1 deletes blinds in the stairways and adds solar screens to the west side doors 325B and 326
 - k. Item 134 – \$6,098.00 PR 27 – revises size of sink in EMS decontamination room 107 to 84”
 - l. Item 166 – \$5,924.00 PR 13 and PR 29 - provides additional power for tele/data racks and adds white outlets and cover plates.
 - m. Item 175 - \$3,157.00 PR 17, PR 19R1, PR 26.1, and PR26.2 – provides for inner duct in 4” conduit from FS1 to City Hall, additional equipment for tele/data racks and deletes 16 telephone instruments and cabling to tall wall phones.
- C. Construction LTD has submitted a proposal for these changes in the amount of \$165,784.00.
- D. Construction LTD is requesting an additional 94 calendar days to complete this phase of the work.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

III. Issues

The work to complete the Firs Station is substantially complete and the City will occupy the new station the week of August 11.

IV. Alternatives in order of priority

- A. Approve Change Order #4 to the contract with Construction LTD, for the Fire Station #1 New Site Construction and Existing Site Demolition project increasing the contract by \$165,784.00, from the amount of \$\$9,875,172.00 to the amount of \$10,040,956.00, and extending the contract term by 94 days.
- B. Do not approve the change order.

V. Recommendation

Approve Change Order #4 to the contract with Construction LTD, for the Fire Station #1 New Site Construction and Existing Site Demolition project increasing the contract by \$165,784.00, from the amount of \$\$9,875,172.00 to the amount of \$10,040,956.00, and extending the contract term by 94 days.

VI. Fiscal Impact Report

Requested by: J. Dudley Anderson
Architectural Projects Manager

Funding Source: CDBG DR Non-Housing Round 2.2
Construction Cost \$ 10,040,956.00 (increase of \$165,784.00)
Inspection \$ 395,396.00

Recovery and Capital Reserves
Construction \$ 249,467.00
Inspection \$ 5,000.00

Total Cost of Implementation \$ 10,690,819.00

Respectfully Submitted,

J. Dudley Anderson
Architectural Projects Manager





Texas General Land Office Disaster Recovery

Construction Contract Change Order Request Form

Engineer: O'Malley Strand Associates, Inc. 203 South Jackson Brehnam, TX 77833 Phone No.: (979) 836-7937	Owner (Contractor Locality): City of Galveston 823 Rosenberg Galveston, TX 77553 Phone No.: (409) 797-3520	Contractor: Construction LTD 1825 Upland Houston, TX 77043 Phone No.: (713) 984-9444 Agreement Date: 11/20/17	
Date: 8/5/2019 Project Code No.: P21562A-10 Bid Package No.: 9659_BID1	Contract For (Project Description): Fire Station No. 1 New Site Construction and Fire Station No. 1 Existing Site Demolition/Clearance/Reuse	GLO Contract No.: 15-081-000-8748 Change Order No.: 04	
You are hereby requested to comply with the following changes from the contract plans and specifications:			
Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
15	Brdg-OSSSI CAD/Alert. Sys.	\$30,000.00	
23	Concrete Sidewalks		\$3,574.00
24	Storm Drainage		\$19,553.00
25	Domestic Water		\$16,931.00
27	Landscaping & Sodding		\$20,720.00
37	Retaining Walls		\$48,503.00
55	Veneer Stone - Mat.		\$49,698.00
64	Rough Carpentry		\$9,385.00

68	Sheathing & Soffits		\$12,206.00
116	Horizontal Blinds		\$35.00
134	Fixtures, Drains & Equipment - Mat.		\$6,098.00
166	Building Power - Mat.		\$5,924.00
175	Structured Cabling		\$3,157.00
<u>Change in Contract Price</u>		<u>Change in Contract Time (Calendar Days)</u>	
Original Contract Price: \$9,621,500.00		Original Contract Time: 470 days	
Previous Change Order(s): No. 01 to No. 03 \$253,672.00		Net Change From Previous Change Orders: 123 days	
Contract Price Prior to this Change Order: \$9,875,172.00		Contract Time Prior to this Change Order: 593 days	
Net Increase of this Change Order: \$165,784.00		Net Increase of this Change Order: 94 days	
Contract Price With all Approved Change Orders: \$10,040,956.00		Contract Time With all Change Orders: 687 days	
Cumulative Percent Change in Contract Price (+/-): 4.4%		Grantee Contract End Date: (mm/dd/yy) 12 / 31 / 19	
Construction Contract Start Date: (mm/dd/yy) 01 / 02 / 18		Construction Contract End Date: (mm/dd/yy) 11 / 20 / 19	

Reimbursements of costs included in this change order are subject to review by the GLO-DR program.

*** This document may be executed prior to submission for GLO-DR program review, but all parties involved will be held responsible if the change order or the amendment warranted as a result of this change order is not in compliance with CDBG or HUD requirements.**

RECOMMENDED:By: Robert C. Seider

O'MALLEY STRAND

Date: 8/6/19**APPROVED:**

By: _____

CITY OF GALVESTON

Date: _____

ACCEPTED:By: Charles B. H. Lee

CONSTRUCTION LTD

Date: 8/12/2019**JUSTIFICATION FOR CHANGE**

1. Will this Change Order increase or decrease

the number of beneficiaries?

☐ Increase☐ Decrease☒ No Change

If there is a change, how many beneficiaries will be affected?

Total ____ L/M ____

2. Effect of this change on scope of work:

☒ Increase☐ Decrease☐ No Change

3. Effect on operation and maintenance costs:

☐ Increase☐ Decrease☒ No Change

4. Are all prices in the change order dependent upon unit prices

found in the original bid?

☐ Yes☒ No

If "No", explain: Original bid did not include unit prices. The pricing provided is competitive.

5. Has this change created new circumstances or environmental

conditions which may affect the project's impact, such as

concealed or unexpected conditions discovered during actual

construction?

☐ Yes☒ No

If "Yes", is an Environmental Re-assessment required?

6. Is the Texas Commission on Environmental Quality (TCEQ)

clearance still valid? (if applicable)

☐ Yes☐ No

7. Is the TCEQ permit approval still valid? (sewer projects only)

☐ Yes☐ No

8. Are the handicapped access requirements/approval

still valid? (if applicable)

☒ Yes☐ No

9. Are other Disaster Recovery contractual special condition clearance

still valid?

☐ Yes☐ No

(If no, specify):

NOTE: *Generally, a cumulative change in the contract price in excess of 25% cannot be reviewed (18% **decrease** for counties).



Strand Associates, Inc.
1906 Niebuhr Street
Brenham, TX 77833
(P) 979-836-7937

August 6, 2019

Mr. Ross Blacketter
City of Galveston
2514 Sealy Avenue
Galveston, TX 77550

Re: Fire Station No. 1 New Site Construction and Existing Site Demolition
General Land Office (GLO) Contract No. 15-081-000-8748
City of Galveston, Texas (City)

Dear Ross,

Enclosed is the Texas GLO Construction Contract Change Order Request Form for proposed Change Order No. 4. The request form lists proposed Change Order No. 4 items and their increases in Contract price. Proposed Change Order No. 4 results in an increase to the Contract. The original Contract amount was \$9,621,500.00. The Contract amount prior to Change Order No. 4 was \$9,875,172.00. The Contract price with proposed Change Order No. 4 is \$10,040,956.00, resulting in a net increase of \$165,784.00. The proposed Change Order No. 4 has been reviewed and it is recommended the City approve this proposed change order.

Please call me at (979) 836-7937 with any questions.

Sincerely,

STRAND ASSOCIATES, INC.®

Robert C. Schmidt, P.E.

Enclosures

PROJECT: Galveston Fire Station No. 1
PROJECT NO.: 215175.00
CONTRACTOR: Construction LTD
PRINT DATE: 08/05/19



PROPOSAL REQUEST		PROPOSAL		DESCRIPTION	ADDITIONAL DAYS REQUESTED	ADDITIONAL DAYS APPROVED	PROPOSED CHANGE AMOUNT	REMARKS
NO.	DATE	NO.	DATE					
PR 13	03/28/19	13	04/15/19	Change IT rack outlets to L5-30 twist-lock	1	1	\$1,306.00	166 Building Power - Mat.
PR 14	03/28/19	14.1	05/06/19	Add hardie trim at balcony ceilings	2	2	\$4,369.00	68 Sheathing & Soffits
		14.2	05/06/19	Add hardie trim at exterior FRP Doors	5	5	\$7,837.00	68 Sheathing & Soffits
PR 15	03/28/19	15	05/07/19	Add Alternate 5 (outdoor plazas/seating)	21	21	\$44,859.00	55 Veneer Stone - Mat.
Submittal 32	04/12/19	16	04/12/19	Add 3" domestic water meter	14	14	\$16,931.00	25 Domestic Water
Submittal 154	02/22/19	17	04/17/19	IT changes per Structured Cabling submittal review	2	2	\$3,994.00	175 Structured Cabling
PR 18	05/13/19	18	05/13/19	Add stone adjacent to stairs in Entry 101	2	2	\$4,839.00	55 Veneer Stone - Mat.
PR 19-R1	06/26/19	19-R1	06/27/19	Add (12) 1.5" innerduct to City Hall conduit	3	3	\$5,528.00	175 Structured Cabling
PR 20	05/20/19	20	06/17/19	Delete truncated dome pavers	0	0	(\$200.00)	23 Concrete Sidewalks
PR 21	05/20/19	21-R1	07/04/19	Delete blinds in stairwells, add film to dining room	1	1	\$35.00	116 Horizontal Blinds
PR 22	05/28/19	22	07/11/19	Add decking and railing to attic platform	3	3	\$9,385.00	64 Rough Carpentry
PR 23	06/15/19	23-R1	07/20/19	Add curb ramps and NE and SE corners of site	2	2	\$3,774.00	23 Concrete Sidewalks
PR 24	06/21/19	24	07/11/19	Revise stormwater drainage on west side of site	15	15	\$19,553.00	24 Storm Drainage
PR 25	06/21/19	25	07/13/19	Revise retaining wall on west side of site	12	12	\$48,503.00	37 Retaining Walls
PR 26	06/25/19	26.1	07/11/19	Remove 16 phone devices	0	0	(\$3,885.00)	175 Structured Cabling
		26.2	07/11/19	Remove cabling to phones	0	0	(\$2,480.00)	175 Structured Cabling
RFI 71	06/21/19	27	07/11/19	Install 84" decon sink in EMS Decon 107	1	1	\$6,098.00	134 Fixtures, Drains & Eq't-Mat.
PR 28	07/29/19	28	08/03/19	Add Alternate 8 (Irrigation System)	5	5	\$20,720.00	27 Landscaping & Sodding
PR 29	08/05/19	29	08/05/19	Change to white switches/outlets/coverplates	5	5	\$4,611.00	166 Building Power - Mat.
n/a		n/a		Deduct Alerting System CAD bridge allowance	0	0	(\$30,000.00)	15 Brdg-OSSSI CAD/Alert. Sys
				Totals:		94	\$165,784.00	



City of Galveston

CAPITAL PROJECTS STAFF REPORT

August 12, 2019

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

From: J. Dudley Anderson
Architectural Projects Manager

Re: Consider for approval Change Order #2 to the contract with J. W. Kelso Company, Inc., for the City of Galveston Public Works Facility project, increasing the contract by \$113,528.00 from the amount of \$10,578,444.20 to the amount of \$10,691,972.20. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. The U.S. Department of Housing and Urban Development approved the State's amended action plan for \$1.7 billion in second round disaster recovery funding associated with Hurricane Ike and Dolly.
- B. The amended state plan allocated \$1.032 billion to the Houston-Galveston Area Council region.
- C. The construction of a new Public Works and Utilities facility was identified as a project to be funded by the CDBG Disaster Recovery Non-Housing Round 2.2 program.
- D. The General Land Office approved LAN, Inc to provide architectural design services for the City of Galveston Public Works Facility project.
- E. J. W. Kelso Company, Inc. was awarded the contract by Council on December 14, 2017 in the amount of \$10,732,495.00.
- F. Change Order 1 was council approved on June 27, 2019 for a decrease in contract amount of \$154,050.80.

II. Current Situation

- A. The project is approximately 58% complete and scheduled to be completed before 2020.
- B. The City of Galveston is anticipating occupying the warehouse portion of the project in September.
- C. There are 4 items identified and recommended by City staff in this change order.
 - a. Item 1 – provide a rust resistant enclosure for the emergency electric generator equipment to reduce long term maintenance cost.
 - b. Item 2 – provide additional electrical capacity in the warehouse for work functions that were not previously considered in the plan.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

- c. Item 3 – revise the floor plan and construction materials of the public lobby to provide security for financial transactions and at the same time provide the mandated area for nursing mothers. This item reduces the scope and cost of City provided furnishings.
- d. Item 4 – provide an additional door into the locker room to reduce the travel distance for out of office workers and avoid disruption to the activities of office workers.
- D. The net increase of this change order is \$113,528.00.
- E. The cost of construction with these changes remains below the original contract sum.
- F. LAN has recommended approval of this request.

III. Alternatives in order of priority

- A. Approve Change Order #2 to the contract with J. W. Kelso Company, Inc., for the City of Galveston Public Works Facility project increasing the contract by \$113,528.00 from the amount of \$10,578,444.20 to the amount of \$10,691,972.20.
- B. Do not approve the change order.

IV. Recommendation

Approve Change Order #2 to the contract with J. W. Kelso Company, Inc., for the City of Galveston Public Works Facility project increasing the contract by \$113,528.00 from the amount of \$10,578,444.20 to the amount of \$10,691,972.20.

V. Fiscal Impact Report

Requested by:	J. Dudley Anderson Architectural Projects Manager
Funding Source:	CDBG DR Non-Housing Round 2.2
Construction Cost	\$10,691,972.20 (increase of \$113,528.00)
<u>Construction Administration</u>	<u>\$ 191,597.00</u>
Total Cost of Implementation	\$ 10,883,569.20

Respectfully Submitted,

J. Dudley Anderson
Architectural Projects Manager





Texas General Land Office Disaster Recovery

Construction Contract Change Order Request Form

Engineer: Lockwood, Andrews & Newnam 2925 Briarpark Drive, Suite 400 Houston, TX 77042 Phone No.: 713-266-6900	Owner (Contractor Locality): City of Galveston 823 Rosenberg Galveston, TX 77553 Phone No.: 409-797-3500	Contractor: J.W. Kelso Company Inc. 7225 Harborside Drive Galveston, TX 77553 Agreement Date: 01/11/2018 Phone No.: 409-740-0266	
Date: 08/9/2019 Project Code No.: P21548A-14 Bid Package No.: 9748-1_BID2	Contract For (Project Description): Construction of the City of Galveston Public Works Facility	GLO Contract No.: 15-081-000-8748 Change Order No.: 2	
You are hereby requested to comply with the following changes from the contract plans and specifications:			
Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
CO2-1	CP 15: Upgrade emergency generator enclosure form painted steel to aluminum		\$5,778.00
CO2-2	CP 16: Additional power circuits and receptacles in the Warehouse		\$15,175.00
CO2-3	CP 17: Public Counter/Lobby reconfiguration		\$89,527.00
CO2-4	CP 18: Additional door opening into the Administration Building locker room		\$3,048.00

<u>Change in Contract Price</u>	<u>Change in Contract Time (Calendar Days)</u>
Original Contract Price: \$10,732,495.00	Original Contract Time: 576 days
Previous Change Order(s): No. 1 to No. 1 (\$154,050.80)	Net Change From Previous Change Orders: 116 days
Contract Price Prior to this Change Order: \$10,578,444.20	Contract Time Prior to this Change Order: 692 days
Net Increase/Decrease of this Change Order: \$113,528.00	Net Increase/Decrease of this Change Order: 0 days
Contract Price With all Approved Change Orders: \$10,691,972.20	Contract Time With all Change Orders: 692 days
Cumulative Percent Change in Contract Price (+/-): -0.38 %	Grantee Contract End Date: (mm/dd/yy) 12/31/2020
Construction Contract Start Date: (mm/dd/yy) 02/07/2018	Construction Contract End Date: (mm/dd/yy) 12/31/2019

Reimbursements of costs included in this change order are subject to review by the GLO-DR program.

* This document may be executed prior to submission for GLO-DR program review, but all parties involved will be held responsible if the change order or the amendment warranted as a result of this change order is not in compliance with CDBG or HUD requirements.

RECOMMENDED:

By: 
ENGINEER
Lockwood, Andrews & Newnam

Date: 08/5/2019

APPROVED:

By: _____
OWNER
City of Galveston

Date: _____

ACCEPTED:

By: 
CONTRACTOR
J.W. Kelso Company, Inc.

Date: 8/13/19

JUSTIFICATION FOR CHANGE

1. Will this Change Order increase or decrease

the number of beneficiaries?

☐ Increase

☐ Decrease

☒ No Change

If there is a change, how many beneficiaries will be affected?

Total ____ L/M ____

2. Effect of this change on scope of work:

☒ Increase

☐ Decrease

☐ No Change

3. Effect on operation and maintenance costs:

☐ Increase

☐ Decrease

☒ No Change

4. Are all prices in the change order dependent upon unit prices

found in the original bid?

☐ Yes

☒ No

If "No", explain: Cost proposals applicable to this change order were prepared from competitive subcontractor/supplier quotes contained in the attached supporting documents.

5. Has this change created new circumstances or environmental

conditions which may affect the project's impact, such as

concealed or unexpected conditions discovered during actual

construction?

☐ Yes

☒ No

If "Yes", is an Environmental Re-assessment required?

6. Is the Texas Commission on Environmental Quality (TCEQ)

clearance still valid? (if applicable)

☒ Yes

☐ No

7. Is the TCEQ permit approval still valid? (sewer projects only) N/A

☐ Yes

☐ No

8. Are the handicapped access requirements/approval

still valid? (if applicable)

☒ Yes

☐ No

9. Are other Disaster Recovery contractual special condition clearance

still valid?

☒ Yes ☐ No

(If no, specify):

NOTE:

- * Generally, a cumulative change in the contract price in excess of 25% cannot be reviewed (18% **decrease** for counties).



**Lockwood, Andrews
& Newnam, Inc.**
A LEO A DALY COMPANY

August 5, 2019

RE: City of Galveston Public Works Facility
LAN Project No. 170-10839-000
Change Order No. 2 Recommendations

Mr. Ross Blacketter, Director of Public Infrastructure
City of Galveston
823 Rosenberg Street Room 205
Galveston, Texas 77550

Dear Mr. Blacketter:

LAN has reviewed each of the Change Order No. 2 cost proposals for additional scope items requested. Our findings are itemized below:

Item No. CO2-1, J.W. Kelso Cost Proposal 15:

LAN specified a painted, galvanized steel enclosure for the exterior pad-mounted emergency backup generator. After submittal review and discussion with the City of Galveston team, J.W. Kelso was asked to submit a cost proposal to upgrade the enclosure from steel to aluminum for better service life in the coastal environment. LAN has reviewed the cost proposal submitted by J.W. Kelso on June 28, 2019 and finds that the proposed cost for the enclosure upgrade in the amount of \$5,778.00 is reasonable.

Item No. CO2-2, J.W. Kelso Cost Proposal 16:

LAN prepared the bid documents for the Warehouse using the equipment information that was available at the time. Upon further review, the City of Galveston requested additional power receptacles and circuits to serve the projected needs. LAN's response to RFI 093 provided the basis for the cost proposal issued by J.W. Kelso on July 30, 2019. LAN has reviewed this cost proposal and finds that the \$15,175.00 cost is fair and reasonable.

Item No. CO2-3, J.W. Kelso Cost Proposal 17:

LAN prepared the bid documents for the Public Lobby in the Administration Building with the understanding that the public counter would be systems furniture provided by the City of Galveston. After entering into the contract with J.W. Kelso, the City of Galveston identified the following issues to be addressed:

- Adding a wellness/lactation room with nearby access to plumbing facilities
- Replacing the systems furniture with a casework-manufactured public counter including additional doors and glazed barriers for employee safety and security.

LAN and the City of Galveston coordinated the reconfiguration of this area in the response to RFI 070, which J.W. Kelso used as the basis for the cost proposal issued on August 1, 2019. LAN has reviewed the scope of work and the cost proposal and finds that the \$89,527.00 amount is reasonable.

Item No. CO2-4, J.W. Kelso Cost Proposal 18:

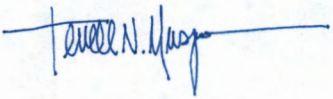
Following a discussion between LAN and the City of Galveston regarding the layout of and access to the Administration Building locker rooms, it was decided that an additional entrance door to the Men's Locker Room would improve circulation in this area. J.W. Kelso issued a cost proposal in the amount of \$3,048.00 on August 2,

Mr. Ross Blackketter, Director of Public Infrastructure
City of Galveston
August 5, 2019
Page 2

2019, based on LAN's response to RFI 094; LAN has reviewed the proposal and finds that the cost is fair and reasonable.

The above representations are made with the best knowledge and information available as of this date.

Regards,

A handwritten signature in blue ink, appearing to read "Terre N. Musgrove", with a long horizontal line extending to the right.

Terre Musgrove, AIA
Program Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/22/2019

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	CONTACT NAME: Patsy Foster CIC
Rust Ewing Watt and Haney, Inc.	PHONE (A/C, No, Ext): (409) 934-8044
7900 Emmett Lowry Expressway	FAX (A/C, No): (409) 935-1883
Texas City TX 77591	E-MAIL ADDRESS: patsy_foster@rustewing.com
INSURED	INSURER(S) AFFORDING COVERAGE
J. W. Kelso Co., Inc.	INSURER A: Navigators Specialty Ins Co
P.O. Box 2110	INSURER B: Travelers Prop Cas Co of America
Galveston TX 77553	INSURER C: Navigators Insurance Company
	INSURER D: Texas Mutual Insurance Company
	INSURER E: Mitsui Sumitomo Insurance Company of Am
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: 2019 JWK STANDARD

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Limited Professional GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			HO19CGL228101IC	7/23/2019	7/23/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			BA-2N733186	7/23/2019	7/23/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			HO19EXC812510IV	7/23/2019	7/23/2020	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
D	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	0012073902 Includes USL&H and OCSLA	7/23/2019	7/23/2020	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Leased & Rented Equipment Riggers Legal Liability			CIM4112547	7/23/2019	7/23/2020	Per Item Occurrence \$350,000 Per Occurrence \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contract #COG-CON-17-237 - Public Works Facility. Leased & Rented Equipment includes Blanket Loss Payee. The General Liability and Auto policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder and the General Liability, Auto, and Workers Compensation policies include a blanket automatic waiver of subrogation endorsement that provides waiver of subrogation wording to the certificate holder. These endorsements, to the extent provided in the policy, all apply when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability policy will pay for a covered loss

CERTIFICATE HOLDER

CANCELLATION

TJankowski@GalvestonTX.Gov City of Galveston PO Box 779 Galveston, TX 77553	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 G Blystone CIC/PATSYF
--	--

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COMMENTS/REMARKS

on a primary basis and the Company will not seek contribution from the Certificate Holder for such loss. Excess Liability policy follows form.

COMMENTS/REMARKS

contribution from the Certificate Holder for such loss. Excess Liability policy follows form.



City of Galveston

CAPITAL PROJECTS STAFF REPORT

August 14, 2019

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

From: J. Dudley Anderson
Architectural Projects Manager

Re: Consider for approval adding \$37,308.37 to the Burditt Consultant, LLC authorized not to exceed \$400,000 fee for additional construction management services on the park at 5301 Avenue S (Crockett Park). Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. September 30, 2015 Council approved a fee not to exceed \$400,000.00 to Burditt Consultants, LLC. For professional design services associated with the development of parks at 5301 Avenue S (Crockett Park) Sandhill Crane Soccer Complex.
- B. Burditt provided design service for parks at 5301 Avenue S (Crockett Park) and the Sandhill Crane Soccer Complex and has billed \$397,728.37 on PO P1600679 to this date.
- C. Burditt provided contract administration services on Crockett Park but has not billed for that effort.
- D. The City of Galveston was forced to terminate the original construction contract for Crockett Park before the work was complete.
- E. Burditt provided the City a detailed assessment of the status of construction, providing a basis for termination of the original construction contract.
- F. Burditt assisted the City in development of a proposal package to complete Crockett Park, providing critical design and document production services to allow the City to procure another General Contractor.
- G. Burditt procured engineering services required to complete the Crockett Park project providing structural design with windstorm certifications. They provided other engineering and architectural services in the completion of this project.
- H. Burditt's participation in the completion of Crockett Park allowed the City to complete the project under budget.

II. Current Situation

- A. Construction activity at Crockett Park is complete
- B. There are remaining funds left in the Crockett Park Project budget to fund Burditt's request.
- C. Burditt initially asked for more compensation, but after negotiations with City staff, it reduced its request to \$40,580.00 for their additional efforts in the completion of Crockett Park.
- D. The net increase of this request is \$37,308.37.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

III. Alternatives in order of priority

- A. Approve adding \$37,308.37 to the authorized not to exceed \$400,000 fee for Burditt Consultant, LLC. On the park at 5301 Avenue S (Crockett Park).
- B. Do not approve the request.

IV. Recommendation

Approve adding \$37,308.37 to the authorized not to exceed \$400,000 fee for Burditt Consultant, LLC. On the parks at 5301 Avenue S (Crockett Park).

VI. Fiscal Impact Report

Requested by: J. Dudley Anderson
Architectural Projects Manager

Funding Source:	IDC Parks Silo
Total Cost of request	\$37,308.37

Respectfully Submitted,

J. Dudley Anderson
Architectural Projects Manager



ADDENDUM BURDITT CONSULTANTS LLC
PROFESSIONAL SERVICES CONTRACT

**Addendum Number 1 to Contract between City of Galveston and
Burditt Consultants LLC**

RFP 15-04

THIS ADDENDUM is by and between the City of Galveston, a municipality incorporated under the laws of the State of Texas, Galveston Texas, and Burditt Consultants LLC, a Texas company, located at P.O. Box 1424 Conroe, TX 77305. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms.

WHEREAS, the City and Burditt Consultants LLC entered into an Agreement, Contract# COG-CON-XX-XXX, effective October 30, 2015 for providing professional planning, architectural, design, engineering, and construction administration services in connection with the improvement of two park facilities for the Department of Parks and Recreation for the City of Galveston RFP 15-04.

WHEREAS, the City and Burditt Consultants LLC, agree to make the following amendment a part of the Agreement.

Section 7 **COMPENSATION, is hereby amended and restated as follows:** The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$437,308.57. Invoices are submitted by Burditt each month (not necessarily falling on the first or last day of the month. City shall notify Burditt in writing, of any and all objections, if any, to an invoice 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. City's account will be considered delinquent if Burditt does not receive full payment within thirty (30) days after the invoice date.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

By: _____
Brian Maxwell, City Manager

Company Name

By: 
Burditt Consultants LLC/Authorized Agent

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 STATE OF TEXAS §
 §
GALVESTON COUNTY §

On this day, BEFORE ME, the undersigned, personally appeared Eric L. Goppelt of **Burditt Consultants LLC**, 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 15th day of Aug. 2019
2019.



Notary Public in and for
The State of Texas



City of Galveston

FLEET FACILITIES STAFF REPORT

August 7, 2019

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for the approval allowing the Fleet Facility to purchase the listed rolling stock (sewer jet trailer) and associated equipment from Kinloch Equipment through Buy Board for a total price of \$53,999 and authorize the City Manager to execute the contract upon final approval by the City Attorney.

I. Background

- A. Funding for new equipment has been earmarked for the listed department(s).
- B. Buy Board, HGAC Buy and TXMAS are cooperative purchasing organizations that the city is a member of that performs bidding packages for local governments. The Fleet Facility has performed competitive bidding packages on current equipment purchases to assure that these purchases are the better option a majority of the time.
- C. The requested vehicle description(s) and their assignment(s) are listed below.
- D. The extended purchase price for this package is \$53,999.
- E. Kinloch Equipment is located in Pasadena Texas.
- F. Delivery should be within 30 days from date of the purchase order issue.
- G. Additional equipment will be added by the dealer that was specified in the specification process as requested by the department.

II. Current Situation

The City Council will have to approve allowing the Fleet Facility to purchase the listed rolling stock (sewer jet trailer) and associated equipment from Kinloch Equipment through Buy Board for a total price of \$53,999 and authorize the City Manager to execute the contract upon final approval by the City Attorney.





City of Galveston

FLEET FACILITIES STAFF REPORT

III. Alternatives in order of priority

A. City Council approves the purchase.

1. Cost - \$53,999
2. Timing - Delivery should be within 30 days.
3. Divisional Improvements - Will provide the city with needed equipment to perform duties. Newer equipment will reduce fleet operational costs and will improve operations.

B. City Council does not approve the purchase.

1. Cost - No additional cost at this time.
2. Timing - N/A
3. Divisional Improvements - City staff will not be able to function without needed equipment. Older equipment will take on a heavier load, which will increase operational costs. Operations will slow.

IV. Recommendation

Concur in Alternative A and approve allowing the Fleet Facility to purchase the listed rolling stock (sewer jet trailer) and associated equipment from Kinloch Equipment through Buy Board for a total price of \$53,999 and authorize the City Manager to execute the contract upon final approval by the City Attorney.

V. Fiscal Impact Report

Requested by	David Smith Executive Director
Cost	\$53,999
Funding Source	Collections





City of Galveston

FLEET FACILITIES STAFF REPORT

Savings Estimation

Will help reduce unit repair costs on the older fleet vehicles and will assist with improving services.

VI. Environmental Impact

All listed vehicles are produced under current EPA standards.

Respectfully Submitted

David Smith
Executive Director



City of Galveston

Fleet Facility

COST BREAKDOWN

Requested Purchase

Item	Department	Count	Make	Model	Cost	Funding
A	Sewer	1	Vactor	Ramjet 300 Gallon	\$ 53,999.00	Collections
					\$ 53,999.00	

Presents a Proposal Summary

of the



Jetter

Single Engine Sewer Cleaner Mounted on a Trailer

For

City of Galveston

Todd Kinloch
Tel: 713-473-6213

PRODUCT DESCRIPTION

- Trailer-Series RamJet 300 Gallons, Unshrouded - 18GPM

STANDARD FEATURES

- E-Stop
- Pulsation System
- Run Dry Pump
- 500' x 1/2" Sewer Hose at 4000 PSI
- Finned Nozzle Extension
- Auto Shutdown (for High Engine Temp/Low Oil Pressure)
- Tachometer w/Hour Meter
- Hydraulic Speed Control Valve
- (1) 42" Aluminum Toolbox, Front Opening
- Round Steel Fenders
- Dual anchor Tie-Point at rear of unit
- NEMA Ignition Switch Control Panel
- LED Stop/ Turn/ Tail Lights
- By Pass Valve
- 18 @ 4000
- Water Pressure Gauge
- LED Strobe Light
- Electric Brakes
- Stainless Steel Water Selector
- Two KEG Jet Nozzles
- Water Recirculator and Antifreeze System
- 3" Tiger Tail Hose Protector
- 600' Capacity Pivot Hose Reel
- Nozzle Storage Rack
- Module Paint - Standard Powder Coated Frame, Engine White, Reel Black
- 10' Leader Hose
- Hatz 49 HP 3 Cyl
- Vactor Manual, Partial Manual and USB Version - 1 + Dealer

Chassis Source - Vactor Supplied

Module Paint Match Cab - Yes

Module Paint Color - White

Cab Color - White

Door Stripe Color - None

Chassis Axle - Single

Certified Unit Weight Required - No

Buy Board Price \$53,999.00

Price valid for 30 Days from date of 7/29/19

Product Model: Jetter

Product Model: Jetter

Proposal Date: 7/29/19

Quote Number: 2019-19878

Price List Date: 1/1/2019

P.O. Number:

Payment Terms:

Proposal Notes:

1. This proposal is per our agreement with the Texas Local Government Purchasing Cooperative (Buy Board). Contract number is 513-16.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Vactor Manufacturing prior to submittal of customer purchase order
3. All prices quoted are in US Dollars unless otherwise noted.

TERMS AND CONDITIONS

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR/GUZZLER MANUFACTURING (or the Company) is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating instructions. In addition, certain machines and components of certain machines may be covered by warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent purchaser of the machine. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, HXX, Series and Jetters

10 years against water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 yrs. against any factory defect in material or workmanship.

2100 Series and HXX only

5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.

2100 Series and Jetters

2 years - Vactor Rodder Pump on all unit serial numbers starting with 13##V#####.

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Vactor/Guzzler distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses, gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any

person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IN WRITING. THE COMPANY MAKES NO WARRANTY AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action. The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

GUZZLER

ER MANUFACTURING
VACTOR

Street

VACTOR/GUZZLER

1621 S. Illinois

Streator, Illinois



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

July 28, 2016

Sent Via E-mail: tkinloch@kinlochequip.com

Todd Kinloch
Kinloch Equipment and Supply, Inc.
3320 Pasadena Blvd.
Pasadena, TX 77503

Re: Notice of The Local Government Purchasing Cooperative Award

Proposal Name and Number: Sewer Inspection and Cleaning Products, No. 513-16

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 10/1/2016 through 9/30/2017, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 513-16 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

- Vendor Quick Reference Sheet
- Electronic Catalog Format Instructions
- Vendor Billing Procedures

You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply.** Please forward by fax (1-800-211-5454) any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

Per proposal specifications, awarded vendors will have 30 days or sooner to submit their electronic catalog including pricing. If the electronic data is not provided within 30 days or sooner of notice of award, we reserve the right to inactivate any company's award information from the BuyBoard until such time the electronic data is received.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **BuyBoard Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas
BuyBoard Procurement Director
v.12.15



The Local Government Purchasing Cooperative is endorsed by the Texas Association of School Boards,
Texas Municipal League, Texas Association of Counties, and the Texas Association of School Administrators.



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1112

PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Sewer Inspection and Cleaning Products

Proposal Opening Date and Time:
March 15, 2016 at 2:00 PM

Proposal Number: 513-16

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Time Period: October 1, 2016 through September 30, 2017 with two (2) possible one-year renewals.

Anticipated Cooperative Board Meeting Date:
July 2016

Kinloch Equipment & Supply, Inc
Name of Proposing Company

3/7/16
Date

3320 Pasadena Blvd
Street Address

Todd B. Kinloch
Signature of Authorized Company Official

Pasadena, TX 77503
City, State, Zip

Todd B. Kinloch
Printed Name of Authorized Company Official

713-473-6213
Telephone Number of Authorized Company Official

President
Position or Title of Authorized Company Official

713-473-7858
Fax Number of Authorized Company Official

76-0600707
Federal ID Number

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions, General Terms and Conditions, Attachments/Forms, Item Specifications, and Line Items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;

USB

H-N
N-Y



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4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by another governmental entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format for posting on the BuyBoard as a prerequisite to activation of your contract;
5. You have clearly identified any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a Form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



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VENDOR PURCHASE ORDER, REQUEST FOR QUOTES, AND INVOICE RECEIPT OPTIONS

Company: Kinloch Equipment & Supply, Inc. General Contact Name: Todd B. Kinloch

Purchase Orders: Purchase orders from Cooperative members will be available through the Internet or by facsimile.

Option 1: Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors that choose this option to assist them with retrieving their orders.

Option 2: Fax. Vendors need a designated fax line available at all times to receive purchase orders.

Please choose only one (1) of the following options for receipt of purchase orders and provide the requested information:

☒ I will use the **INTERNET** to receive purchase orders.

E-mail Address: tkinloch@kinlochequip.com

Internet Contact: Todd B. Kinloch Phone: 713-473-6213

Alternate E-mail Address: bguidry@kinlochequip.com

Alternate Internet Contact: Brenda Guidry Phone: 713-473-6213

☐ I will receive purchase orders via **FAX**.

Fax Number: _____

Fax Contact: _____ Phone: _____

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: tkinloch@kinlochequip.com

Alternate E-mail Address: bguidry@kinlochequip.com

Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Mailing address: 3320 Pasadena Blvd **Department:** _____

City: Pasadena **State:** Texas **Zip Code:** 77503

Contact Name: Todd B. Kinloch **Phone:** 713-473-6213

Fax: 713-473-7858 **E-mail Address:** tkinloch@kinlochequip.com

Alternative E-mail Address: _____



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FORM B

COMM.V.11.18.15

FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- ☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

Kinloch Equipment & Supply, Inc

Company Name

Signature of Authorized Company Official

Todd B. Kinloch

Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Kinloch Equipment & Supply, Inc

Company Name

Signature of Authorized Company Official

Todd B. Kinloch

Printed Name

FORM C

COMM.V.11.18.15



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RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a person whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions. Please check (✓) one of the following.

☒ I certify that my company is a **Resident Proposer.**

☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name

Address

City

State

Zip Code

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☐ No

B. What is the prescribed amount or percentage? \$ _____ or _____ %

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas? Please check (✓) one of the following.

☐ Yes ☒ No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

Kinloch Equipment & Supply, Inc

Company Name

Signature of Authorized Company Official

Todd B. Kinloch

Printed Name



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HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (✓) all that apply

- ☐ I certify that my company has been certified as a HUB in the following categories:
- ☐ **Minority Owned Business**
 - ☐ **Women Owned Business**
 - ☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

Name of Certifying Agency:

- ☒ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Kinloch Equipment & Supply, Inc.

Company Name

Signature of Authorized Company Official

Todd B. Kinloch

Printed Name



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AFFIRMATION REGARDING CONSTRUCTION-RELATED GOODS AND SERVICES

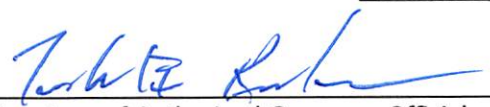
A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, attached to this Form F, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services.

By signature below, the undersigned affirms that Proposer has read and understands the Advisory attached to this Form F and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

Kinloch Equipment & Supply, Inc.

Company Name


Signature of Authorized Company Official

Todd B. Kinloch
Printed Name

2/7/16
Date



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BUYBOARD PROCUREMENT AND CONSTRUCTION-RELATED GOODS AND SERVICES ADVISORY FOR TEXAS MEMBERS

Why make purchases using BuyBoard? Purchasing through a cooperative or "interlocal contract" satisfies the requirement of local governments to seek competitive procurement for the purchase of goods or services.¹ Therefore, you may purchase goods and services from a vendor through BuyBoard without having to conduct your own competitive procurement. If, however, you are procuring construction-related services through a BuyBoard Job Order Contract (JOC) or contract for the installation of equipment or materials (e.g., athletic fields and surfaces, kitchen equipment, HVAC, playground equipment, or modular buildings), you may, as explained in this Advisory, need to procure certain aspects of these services using a separate procurement process outside of the BuyBoard and should consult your procurement officer and/or legal advisor for specific advice.

What is BuyBoard's Procurement Process? The BuyBoard uses a competitive procurement process to award contracts to vendors for goods and services that the BuyBoard determines, based on an evaluation of multiple criteria, represents the best value for its members.

How does BuyBoard award a contract to a vendor? As a condition of being awarded a BuyBoard contract, a vendor is bound by and must agree to comply with all the terms of the BuyBoard's proposal invitation (or specifications), the vendor's proposal response, and any additional contract terms negotiated with the BuyBoard member. Among other things, the vendor must honor the pricing submitted in the vendor's proposal. **THE PRICE YOU PAY FOR THE GOODS AND SERVICES COVERED BY THE BUYBOARD CONTRACT MAY BE LESS THAN THE AWARDED PRICING, BUT CANNOT BE MORE.** Additionally, the vendor must comply with the BuyBoard contract's general terms and conditions, and any additional terms and conditions that apply to the specific BuyBoard contract, as set out in the proposal invitation.

How does a BuyBoard member make purchases through the BuyBoard contract? You utilize the awarded BuyBoard contract by issuing a signed purchase order through the BuyBoard online application to procure the selected goods or services. Although BuyBoard must receive a copy of the signed purchase order, BuyBoard does not review or approve the purchase order or other supplemental agreement that you obtain – this is a matter between you and the vendor. If construction-related services are procured through the BuyBoard, additional contracts with professionals and the contractor may be required, depending on the nature and scope of the services. As stated above, you should consult your procurement officer and/or legal advisor for specific advice.

How do I know that my entity has made a purchase through the BuyBoard?

BuyBoard must have a copy of the purchase order in order for the purchase to be considered a BuyBoard procurement. To ensure that your entity has satisfied state law requirements for competitive procurement, make sure that the BuyBoard has your purchase order. Do not rely on the vendor to submit the purchase order on your behalf; it is your responsibility to make sure that the BuyBoard has the signed purchase order. You may log in to www.buyboard.com using your member I.D. and password to view the Purchase Order Status Report to confirm that the purchase order is in the BuyBoard system.

What should BuyBoard members consider when using BuyBoard for construction-related purchases? While purchasing goods and services through BuyBoard satisfies your legal requirement to competitively procure a good or service, as a general matter you must keep in mind other legal requirements that may relate to the purchase, especially when using BuyBoard for construction-related procurement.



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When making construction-related purchases through a BuyBoard contract, BuyBoard members must consider the following:

- **Best value determination.** In compliance with Texas law and any local policy, your entity must first determine that purchasing through an interlocal contract or purchasing cooperative is the procurement method that will provide best value.ⁱⁱ This is done by the governing body (e.g., board of trustees, council, commissioners' court, etc.) or may be delegated by the governing body to an individual or committee, with written notice.
- **Products or services not covered by the BuyBoard contract.** The BuyBoard contract covers only the specific goods and services awarded by the BuyBoard. If you want to purchase from a BuyBoard vendor goods or services from a BuyBoard vendor that are not covered by the vendor's BuyBoard contract, such as architectural, design, or engineering services, you must procure them separately in accordance with state law and local policy.
- **Architectural or Engineering and Independent Testing services.** If your procurement includes a construction component that requires architectural or engineering services, you must procure those services separately. **YOU MAY NOT PROCURE ARCHITECTURAL OR ENGINEERING SERVICES THROUGH A BUYBOARD CONTRACT.** Texas law requires architectural and engineering services to be obtained in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and prohibits them from being procured through a purchasing cooperative.ⁱⁱⁱ
 - **Architecture.** A new building owned by a political subdivision having construction costs exceeding \$100,000 or an alteration or addition to an existing building having construction costs exceeding \$50,000 must have architectural plans and specifications prepared by an architect.^{iv} (An "alteration" or "addition" for purposes of this requirement requires the removal, relocation, or addition of a wall or partition or the alteration or addition of an exit.)
 - **Engineering.** If the goods or services procured through the BuyBoard will involve engineering in which the public health, welfare, or safety is involved, the plans for structural, mechanical, electrical, electronic, fire suppression, geotechnical systems, foundation design, surface water drainage, plumbing and certain roof modifications and associated estimates must be prepared by an engineer, and the engineering construction must be performed under the direct supervision of an engineer.^v The Engineering Practice Act provides two exceptions to this rule – no engineer is required if (1) the project involves mechanical or electrical engineering and will cost \$8,000 or less, or (2) the project does not require mechanical or electrical engineering and will cost \$20,000 or less.^{vi}
 - **Independent Testing.** If acceptance of a facility by a public entity involves independent testing of construction materials engineering and/or verification testing services, the testing services should be procured under the Professional Services Procurement Act, and may not be procured under a BuyBoard contract.
 - **Written Certification.** Effective 09/01/2013, a local governmental entity purchasing construction-related goods and services through a cooperative in an amount that exceeds \$50,000 must designate a person to certify in writing that the project does not require the preparation of plans or specifications by an architect or engineer OR that an architect or engineer has prepared the plans or specifications.^{vii}



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- **Bonds.** You must also consider whether the vendor is required to provide a payment or performance bond. A payment bond is required for contracts that exceed \$25,000 to protect subcontractors who supply labor or materials for the project. A performance bond is required for a contract that exceeds \$100,000, to protect the local government if a contractor fails to complete the project.^{viii} Without payment and performance bonds, if the contractor fails to pay its subcontractors or to complete the project, the public entity that entered the contract can be held responsible for payment claims or costs to complete.
- **Construction Contract.** Even though the procurement of construction or construction-related services may be through the BuyBoard, your construction contract is between your entity and the contractor. The BuyBoard contract's general terms and conditions, standing alone, are not sufficient to document your entity's specific transaction. THEREFORE, YOU SHOULD USE AN APPROPRIATE FORM OF CONSTRUCTION CONTRACT JUST AS YOU WOULD DO IF YOU PROCURED CONSTRUCTION SERVICES INDEPENDENTLY, USING COMPETITIVE SEALED PROPOSALS. The contract must contain provisions required by state law including: performance and payment bonds, requirements for payment of prevailing wages to all construction workers, workers' compensation coverage for all workers and, on projects where contractor employees may have direct contact with students, criminal history record checks. Other provisions which should be considered in the construction contract are retainage, contingency, liquidated damages and dispute resolution, among others. By supplementing the BuyBoard contract with an appropriate form of construction contract, you ensure that your entity's unique interests are addressed and that your entity can enforce the contract directly.
- **Legal advice.** Because of the variety of laws that relate to construction-related purchasing and the potential risk of high exposure, you are well-advised to consult with your entity's legal counsel before procuring construction-related goods and services under any procurement method, including a purchasing cooperative.

This Advisory is provided for educational purposes only to facilitate a general understanding of the law. This Advisory is neither an exhaustive treatment on the subject nor is it intended to substitute for the advice of an attorney.

For more information about BuyBoard, contact us at 800-695-2919.

-
- i. Tex. Gov't Code §791.025 and Tex. Local Gov't Code §271.102.
 - ii. Tex. Ed. Code §44.031(a) (school districts); Tex. Local Gov't Code §252.043(a)(municipalities) and §262.022(5-a) and §262.027(counties)
 - iii. Tex. Gov't Code §2254.004 and §791.011(h)
 - iv. Tex. Occ. Code §1051.703
 - v. Tex. Occ. Code §1001.0031(c)
 - vi. Tex. Occ. Code §1001.053
 - vii. Tex. Gov't Code §791.011(j), effective September 1, 2013
 - viii. Tex. Gov't Code §2253.021(a)

Issued March 31, 2014



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DEVIATION AND COMPLIANCE SIGNATURE FORM

If your company intends to deviate from the General Terms and Conditions, Item Specifications or other requirements associated with this Proposal Invitation, you must list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form, an attachment to this form, or elsewhere in your Proposal. (If you do not provide the information on or as an attachment to this form, the information must be clearly identified in your Proposal.) The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Item Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation.

- ☒ **No;** Deviations
☐ **Yes;** Deviations

List and fully explain any deviations you are submitting:

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☒ Common Carrier ☐ Company Truck ☐ Prepaid and Add to Invoice ☐ Other:

2. Payment Terms: ☒ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other:

3. Number of Days for Delivery: 60 ARO

4. Vendor Reference/Quote Number: N/A

5. State your return policy:

Returns are accepted on Non-Custom orders without a restocking charge

6. Are electronic payments acceptable? ☒ Yes ☐ No

7. Are credit card payments acceptable? ☒ Yes ☐ No

Kinloch Equipment & Supply, Inc.

Company Name

Signature of Authorized Company Official

FORM G

Todd B. Kinloch

Printed Name

COMM.V.11.18.15



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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary.

Kinloch Equipment & Supply, Inc.
Company Name

3320 Pasadena Blvd
Address

Pasadena Texas 77503
City State Zip

713-473-6213 713-473-7858
Phone Number Fax Number

Todd B. Kinloch
Contact Person

Kinloch Equipment & Supply, Inc.
Company Name

763 109th Street
Address

Arlington Texas 76011
City State Zip

817-649-5900 817-633-7239
Phone Number Fax Number

Joe Campagna
Contact Person



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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary.

Kinloch Equipment & Supply, Inc.
Company Name

12100 Crownpoint Dr., Suite 120
Address

San Antonio Texas 78233
City State Zip

210-881-9344 210-881-9476
Phone Number Fax Number

Jesus Rivera
Contact Person

Company Name

Address

City State Zip

Phone Number Fax Number

Contact Person



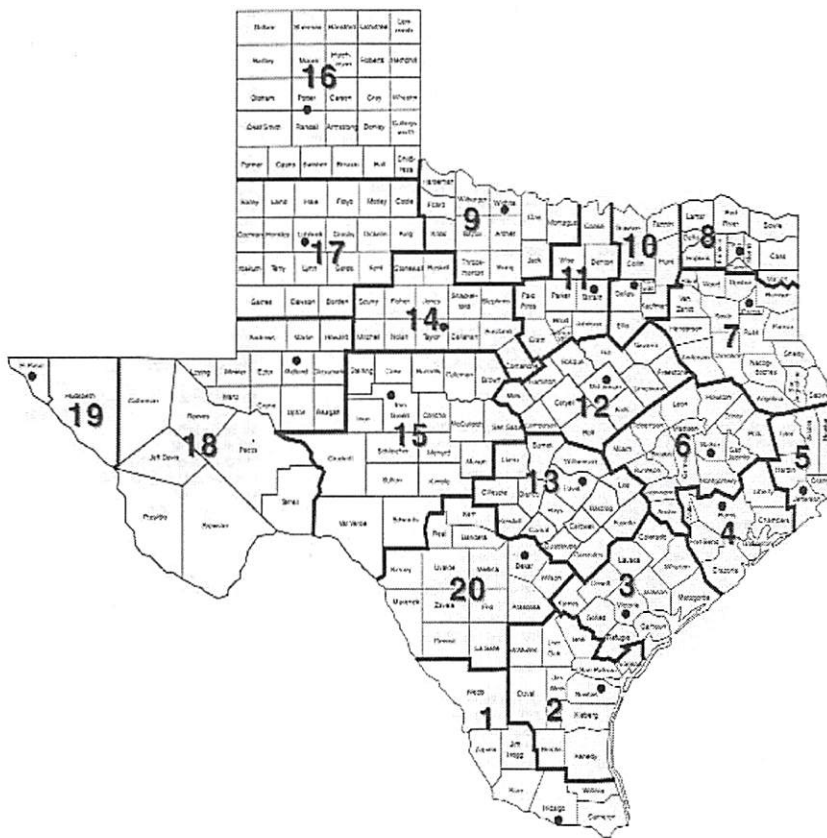
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TEXAS REGIONAL SERVICE DESIGNATION

Unless you designate otherwise on this form, you agree to service members of The Local Government Purchasing Cooperative statewide!

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



- ☒ I will service Texas Cooperative members statewide.
- ☐ I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

Region	Headquarters
☐ 1	Edinburg
☐ 2	Corpus Christi
☐ 3	Victoria
☐ 4	Houston
☐ 5	Beaumont
☐ 6	Huntsville
☐ 7	Kilgore
☐ 8	Mount Pleasant
☐ 9	Wichita Falls
☐ 10	Richardson
☐ 11	Fort Worth
☐ 12	Waco
☐ 13	Austin
☐ 14	Abilene
☐ 15	San Angelo
☐ 16	Amarillo
☐ 17	Lubbock
☐ 18	Midland
☐ 19	El Paso
☐ 20	San Antonio

Kinloch Equipment & Supply, Inc.

Company Name

Signature of Authorized Company Official

Todd B. Kinloch

Printed Name

- ☐ I will not service members of the Texas Cooperative.



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STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

☒ I will service all states in the United States.

☐ I will not service all states in the United States. I will service only the states checked below:

- | | |
|--|---|
| ☐ Alabama | ☐ Nebraska |
| ☐ Alaska | ☐ Nevada |
| ☐ Arizona | ☐ New Hampshire |
| ☐ Arkansas | ☐ New Jersey |
| ☐ California (Public Contract Code 20118 & 20652) | ☐ New Mexico |
| ☐ Colorado | ☐ New York |
| ☐ Connecticut | ☐ North Carolina |
| ☐ Delaware | ☐ North Dakota |
| ☐ District of Columbia | ☐ Ohio |
| ☐ Florida | ☐ Oklahoma |
| ☐ Georgia | ☐ Oregon |
| ☐ Hawaii | ☐ Pennsylvania |
| ☐ Idaho | ☐ Rhode Island |
| ☐ Illinois | ☐ South Carolina |
| ☐ Indiana | ☐ South Dakota |
| ☐ Iowa | ☐ Tennessee |
| ☐ Kansas | ☐ Texas |
| ☐ Kentucky | ☐ Utah |
| ☐ Louisiana | ☐ Vermont |
| ☐ Maine | ☐ Virginia |
| ☐ Maryland | ☐ Washington |
| ☐ Massachusetts | ☐ West Virginia |
| ☐ Michigan | ☐ Wisconsin |
| ☐ Minnesota | ☐ Wyoming |
| ☐ Mississippi | |
| ☐ Missouri | |
| ☐ Montana | |

This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

Kinloch Equipment & Supply, Inc.

Company Name


Signature of Authorized Company Official

Todd B. Kinloch

Printed Name



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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.



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6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

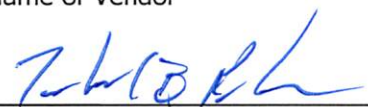
7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Kinloch Equipment & Supply, Inc.
Name of Vendor

513-16
Proposal Invitation Number


Signature of Authorized Company Official

Todd B. Kinloch
Printed Name of Authorized Company Official

3/7/16
Date



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FEDERAL AND STATE/PURCHASING COOPERATIVE DISCOUNT COMPARISON FORM

The Cooperative strives to provide its members with the best services and products at the best prices available. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with prices/discounts you offer federal and state entities and other interlocal purchasing cooperatives (collectively referred to as "purchasing cooperative" in this form). Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 5,628,344.00 (The period of the 12 month period is 1/1/15 / 12/31/15). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. Based on your written discounting policies are the discounts you offer the Cooperative equal to or better than the best price you offer other purchasing cooperatives acquiring the same items regardless of quantity or terms and conditions?

YES ☒ NO ☐

3. Based on your written discounting policies, provide the information requested below for other purchasing cooperatives, either in the chart below or in an equivalent format. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	DISCOUNT (%)	QUANTITY/VOLUME	FOB TERM
1. Federal General Services Adm.	N/A		
2. T-PASS	N/A		
3. U.S. Communities Purchasing Alliance	N/A		
4. The Cooperative Purchasing Network	N/A		
5. Houston-Galveston Area Council	4%		FOB Destination
6. Other	N/A		

☒ MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 4% Proposed Discount (%): 4%

Explanation: _____

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Kinloch Equipment & Supply, Inc.
Company Name

Todd B. Kinloch
Signature of Authorized Company Official

Todd B. Kinloch
Printed Name

FORM L

COMM.V.11.18.15



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GOVERNMENTAL REFERENCES AND PRICE/DISCOUNT INFORMATION

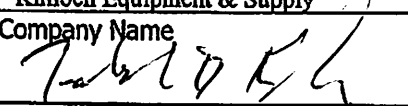
For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

<u>Entity Name</u>	<u>Contact</u>	<u>Phone#</u>	<u>Discount</u>	<u>Quantity/ Volume</u>	<u>FOB Term</u>
1. TYLER WATER	JOE VICKERY	903-531-1289	4%	1	FOB DESTINATION
2. CITY OF WYLIE	MIKE SFERRA	972-448-8108	4%	1	FOB DESTINATION
3. CITY OF GLADEWATER	CASEY CHAMBERS	903-845-3715	4%	1	FOB DESTINATION
4. DENTON COUNTY FWSD	CHARLES BREWER	972-819-4000	4%	1	FOB DESTINATION
5. CITY OF GRAND PRAIRIE		972-237-8531	4%	1	FOB DESTINATION

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? YES ☒ NO ☐ If YES, please explain:

WE OFFER BETTER DISCOUNTS FOR VOLUME PURCHASES & FOR GOOD REPEAT CUSTOMERS.

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

Kinloch Equipment & Supply
Company Name

Signature of Authorized Company Official

Todd B. Kinloch
Printed Name



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MARKETING STRATEGY

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: How your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)*

Attach additional pages if necessary.

A. Mail out Advertising: Kinloch Equipment & Supply, Inc., will include the Buy Board logo and information
in a minimum of three mail outs annually

B. Personal Sales calls: Our sales people readily encourage the use of the Buy board for all equipment purchases
by eligible government entities, and will continue to do so

C. Shows: We do and will continue to advertise Buy Board at all equipment shows that we attend

D. Literature: We do and will continue to advertise in our Company hand out literature

Kinloch Equipment & Supply, Inc.
Company Name


Signature of Authorized Company Official

Todd B. Kinloch
Printed Name



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CONFIDENTIAL/PROPRIETARY INFORMATION FORM

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

☐ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☒ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

Complete Vactor Price List 2016: Complete 2016 Vactor
Excavators Price List: Kinloch Parts Price List 2016:
Pacific Telk Master List: Hathorn Master Price
List: IBAK Price List: Pipe Logix Price List

(Attach additional sheets if needed.)



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B. Copyright Information

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:



NO, Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.



YES, Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: _____

(Attach additional sheets if needed.)

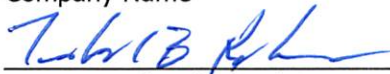
C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Kinloch Equipment & Supply, Inc. _____

Company Name



Signature of Authorized Company Official

Todd B. Kinloch _____

Printed Name

3/7/16

Date



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VENDOR BUSINESS NAME FORM

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: Kinloch Equipment & Supply, Inc.

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (✓) one of the following:

Type of Business:

Individual/Sole Proprietor
Corporation
Limited Liability Company
Partnership
Other

☒

If other, identify _____

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 76-0600707

(Vendor must include a completed IRS W-9 form with their proposal)

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) KINLOCH EQUIPMENT & SUPPLY, INC.	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ ☐ Other (see instructions) ▶	
☐ Exempt payee	
Address (number, street, and apt. or suite no.) 3320 PASADENA BLVD.	Requester's name and address (optional)
City, state, and ZIP code PASADENA, TEXAS 77503	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-			-		
Employer identification number								
7	6	-	0	6	0	0	7	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ <i>Jackie Ewell</i>	Date ▶ <i>7/27/16</i>
-----------	--	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



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EDGAR VENDOR CERTIFICATION FORM **(2 CFR Part 200 and Appendix II)**

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity.

By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Vendor Certification, Item 1 (Vendor Violation or Breach of Contract Terms)

- ☒ **YES, I agree to the above.** (Initial: 7/5)
- ☐ **NO, I do NOT agree to the above.** (Initial:)



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2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.

Vendor Certification, Item 2 (Termination for Cause or Convenience):

☒ **YES, I agree to the above.** (Initial: JK)

☐ **NO, I do NOT agree to the above.** (Initial: _____)

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Vendor Certification, Item 3 (Equal Employment Opportunity):

☒ **YES, I agree to the above.** (Initial: JK)

☐ **NO, I do NOT agree to the above.** (Initial: _____)



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4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Vendor Certification, Item 4 (Davis-Bacon Act):

- ☒ YES, I agree to the above. (Initial: JK)
- ☐ NO, I do NOT agree to the above. (Initial: _____)
-

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Vendor Certification, Item 5 (Contract Work Hours and Safety Standards Act):

- ☒ YES, I agree to the above. (Initial: JK)
- ☐ NO, I do NOT agree to the above. (Initial: _____)
-



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6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

Vendor Certification, Item 6 (Right to Inventions Made Under a Contract or Agreement):

- ☒ **YES, I agree to the above.** (Initial: JK)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Vendor Certification, Item 7 (Clean Air Act and Federal Water Pollution Control Act):

- ☒ **YES, I agree to the above.** (Initial: JK)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.



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Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor Certification, Item 8 (Debarment and Suspension):

☒ **YES, I agree / certify to the above.** (Initial: TK)

☐ **NO, I do NOT agree / certify to the above.** (Initial: _____)

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must 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 USC 1352. Each tier must 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 non-Federal award.

As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Vendor Certification, Item 9 (Byrd Anti-Lobbying Amendment):

☒ **YES, I agree to the above.** (Initial: TK)

☐ **NO, I do NOT agree to the above.** (Initial: _____)

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



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Vendor Certification, Item 10 (Procurement of Recovered Materials):

- ☒ **YES, I agree to the above.** (Initial: TK)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Vendor Certification, Item 11 (Profit as Separate Element of Price):

- ☒ **YES, I agree to the above.** (Initial: TK)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-

12. General Compliance and Cooperation with Cooperative Members

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification, Item 12 (General Compliance and Cooperation with Cooperative Members):

- ☒ **YES, I agree to the above.** (Initial: TK)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Kinloch Equipment & Supply, Inc.
Company Name
Todd B. Kinloch
Signature of Authorized Company Official

Todd B. Kinloch
Printed Name



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REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- ☒ Completed: Proposer's Agreement and Signature (Form A)
- ☒ Completed: Vendor Purchase Order, Request for Quotes, and Invoice Receipt Options (Form B)
- ☒ Completed: Felony Conviction Disclosure and Debarment Certification (Form C)
- ☒ Completed: Resident/Nonresident Certification (Form D)
- ☒ Completed: Historically Underutilized Business (HUB) Certification (Form E)
- ☒ Completed: Affirmation Regarding Construction Related Goods and Services (Form F)
- ☒ Completed: Deviation/Compliance Signature Form (Form G)
- ☒ Completed: Dealership Listings (Form H)
- ☒ Completed: Texas Regional Service Designation (Form I)
- ☒ Completed: State Service Designation (Form J)
- ☒ Completed: National Purchasing Cooperative Vendor Award Agreement (Form K)
- ☒ Completed: Federal and State/Purchasing Cooperative Discount Comparison Form (Form L)
- ☒ Completed: Governmental References and Price/Discount Information (Form M)
- ☒ Completed: Marketing Strategy (Form N)
- ☒ Completed: Confidential/Proprietary Information Form (Form O)
- ☒ Completed: Vendor Business Name Form with IRS Form W-9 (Form P)
- ☒ Completed: EDGAR Vendor Certification Form (Form Q)
- ☒ Completed: Forms Checklist (Form R)
- ☒ Completed: Proposal Specification Form with Catalogs/Pricelists (Form S)
~~*Catalogs/Pricelists must be submitted with proposal response or response will not be considered.~~



Proposal Invitation No. 513-16-Sewer Inspection and Cleaning Products

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Discount Percent (%) off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ²	Exceptions to Discount Percent (%)
NOTE: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form (Form S) must submit the information as follows or proposal may not be considered: • Manufacturers shall be listed in alphabetical order • Vendor's must list one specific percentage discount for each Manufacturer listed. If a vendor's response to Proposal Specification Form (Form S) states "please see attachment sheet," all manufacturers listed on the attachment sheet must indicate per manufacturer the line item that correlates to Proposal Specification Form (Form S) or Vendor's proposal may not be considered.					
Section I: Sewer Cleaning Equipment					
1	Discount (%) Off Catalog/Pricelist for Combination Sewer Cleaners, Single Engine	Discount (%) Off Catalog/Pricelist for Combination Sewer Cleaners, Single Engine, Attachments, Accessories and related products. Catalog/Pricelist MUST be included or proposal will not be considered.	4 %	2016 VACTOR SEWER CLEANER LIST PRICE	NONE
2	Discount (%) Off Catalog/Pricelist for Combination Sewer Cleaners, Dual Engine	Discount (%) Off Catalog/Pricelist for Combination Sewer Cleaners, Dual Engine, Attachments, Accessories and related products. Catalog/Pricelist MUST be included or proposal will not be considered.	4 %	2016 VACTOR SEWER CLEANER LIST PRICE	NONE
3	Discount (%) Off Catalog/Pricelist for Jetter Units	Discount (%) Off Catalog/Pricelist for Jetter Units, Attachments, Accessories and related products. Catalog/Pricelist MUST be included or proposal will not be considered.	4 %	2016 VACTOR SEWER CLEANER LIST PRICE	NONE
4	Discount (%) Off Catalog/Pricelist for Trailer Jetter Units	Discount (%) Off Catalog/Pricelist for Trailer Jetter Units, Attachments, Accessories and related products. Catalog/Pricelist MUST be included or proposal will not be considered.	4 %	2016 VACTOR SEWER CLEANER LIST PRICE	NONE

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal.



Proposal Invitation No. 513-16-Sewer Inspection and Cleaning Products
(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Discount Percent (%) off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount Percent (%)
5	Discount (%) Off Catalog/Pricelist for Vacuum Excavation Equipment	Discount (%) Off Catalog/Pricelist for Vacuum Excavation Equipment and related products. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>4</u> % 4%	2016 PACIFIC TEK MASTER LIST 2016 VACTOR EXCAVATORS LIST	NONE NONE
6	Discount (%) Off Catalog/Pricelist for All Other Sewer Cleaning Equipment	Discount (%) Off Catalog/Pricelist for All Other Sewer Cleaning Equipment, Attachments, Accessories and related products. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>4</u> %	KINLOCH PARTS PRICE LIST MARCH 7, 2016	NONE
Section II: Sewer Inspection Equipment					
7	Discount (%) Off Catalog/Pricelist for Portable Mini Sewer Inspection Systems	Discount (%) Off Catalog/Pricelist for Portable Mini Sewer Inspection Systems, Attachments, Accessories and related products. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>4</u> %	HATHORN MASTER PRICE LIST	NONE
8	Discount (%) Off Catalog/Pricelist for Mainline Portable Mini Sewer Inspection Systems	Discount (%) Off Catalog/Pricelist for Mainline Portable Mini Sewer Inspection Systems, Attachments, Accessories and related products. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>4</u> %	IBAK PRICE LIST	NONE
9	Discount (%) Off Catalog/Pricelist for Portable Video Inspection Cameras	Discount (%) Off Catalog/Pricelist for Portable Video Inspection Cameras, Attachments, Accessories and related products. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>4</u> %	IBAK PRICE LIST	NONE
10	Discount (%) Off Catalog/Pricelist for Lateral and Mainline Sewer Inspection Systems	Discount (%) Off Catalog/Pricelist for Lateral and Mainline Sewer Inspection Systems, Attachments, Accessories and related products. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>4</u> %	IBAK PRICE LIST	NONE

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal.



Proposal Invitation No. 513-16-Sewer Inspection and Cleaning Products

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Discount Percent (%) off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ²	Exceptions to Discount Percent (%)
Section II: Sewer Inspection Equipment					
11	Discount (%) Off Catalog/Pricelist for Vehicle/Trailer Mounted TV Sewer Inspection and Rehabilitation Systems	Discount (%) Off Catalog/Pricelist for Vehicle/Trailer Mounted TV Sewer Inspection and Rehabilitation Systems, Attachments, Accessories and related products. Catalog/Pricelist MUST be included or proposal will not be considered.	4 %	IBAK PRICE LIST	NONE
12	Discount (%) Off Catalog/Pricelist for Cameras	Discount (%) Off Catalog/Pricelist for Cameras, Attachments, Accessories and related products. Catalog/Pricelist MUST be included or proposal will not be considered.	4 %	IBAK PRICE LIST	NONE
13	Discount (%) Off Catalog/Pricelist for Camera Transporters	Discount (%) Off Catalog/Pricelist for Camera Transporters, Attachments, Accessories and related products. Catalog/Pricelist MUST be included or proposal will not be considered.	4 %	IBAK PRICE LIST	NONE
14	Discount (%) Off Catalog/Pricelist for Pipeline Condition Assessment Software	Discount (%) Off Catalog/Pricelist for Pipeline Condition Assessment Software and related products. Catalog/Pricelist MUST be included or proposal will not be considered.	4 % 0%	PIPELOGIX PRICE LIST 2015 WIN-CAN PRICE LIST	NONE
15	Discount (%) Off Catalog/Pricelist for Lateral Reinstatement Cutters	Discount (%) Off Catalog/Pricelist for Lateral Reinstatement Cutters, Attachments, Accessories and related products. Catalog/Pricelist MUST be included or proposal will not be considered.	NO BID %		NONE
16	Discount (%) Off Catalog/Pricelist for Lateral Cleaning Systems	Discount (%) Off Catalog/Pricelist for Lateral Cleaning Systems, Attachments, Accessories and related products. Catalog/Pricelist MUST be included or proposal will not be considered.	4 %	KINLOCH PARTS PRICE LIST MARCH 7, 2016	NONE

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal.



Proposal Invitation No. 513-16-Sewer Inspection and Cleaning Products
(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Discount Percent (%) off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount Percent (%)
17	Discount (%) Off Catalog/Pricelist for Profiling Systems	Discount (%) Off Catalog/Pricelist for Profiling Systems, Attachments, Accessories and related products. Catalog/Pricelist MUST be included or proposal will not be considered.	NO BID %		
18	Discount (%) Off Catalog/Pricelist for All Other Sewer Inspection Systems	Discount (%) Off Catalog/Pricelist for All Other Sewer Inspection Systems, Attachments, Accessories and related products. Catalog/Pricelist MUST be included or proposal will not be considered.	4 %	IBAK PRICE LIST	NONE
Section III: Repair/Replacement Parts					
19	Discount (%) Off Catalog/Pricelist for Repair/Replacement Parts for Sewer Cleaning and Inspection Equipment	Discount (%) Off Catalog/Pricelist for Repair/Replacement Parts for Sewer Cleaning and Inspection Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.	4 %	KINLOCH PARTS PRICE LIST MARCH 7, 2016	NONE
Section IV: Installation and Repair Service			Not to Exceed Hourly Labor Rate	Detailed Information on Hourly Labor Rate	Exceptions to Hourly Labor Rate
20	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Sewer Cleaning and Inspection Products and Equipment	Hourly Labor Rate for Installation/Repair Service of Sewer Cleaning and Inspection Products and Equipment -- State the Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.	\$105/HOUR \$ _____/Hour \$125/HOUR	REPAIR OF SEWER CLEANING EQUIPMENT REPAIR OF SEWER INSPECTION EQUIPMENT	NONE NONE

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal.



City of Galveston

FLEET FACILITIES STAFF REPORT

August 8, 2019

Brian Maxwell, City Manager
Honorable Mayor & City Council Members

Subject: Consider for the approval of the annual payment totaling \$22,900 for the Shah Transportation Manager / NewGen dispatch licensing and software support which will be funded by the Island Transit maintenance contracts account, and authorize the City Manager to execute the contract upon final approval by the City Attorney.

I. Background

- A. The Island Transit dispatch center currently utilizes Shah Transportation Software, which controls and captures the bus routing data.
- B. This system has been in operation since May of 2002 by Island Transit. It is now a web based cloud system, which has eliminated server problems that have occurred in the past.
- C. The annual dispatch licensing and support fee is \$22,900 and covers from September 2019 through August 2020.
- D. It would be cost prohibited to bid and purchase new transit software at this time due to budget restraints.

II. Current Situation

The City Council will have to approve the annual payment totaling \$22,900 for the Shah Transportation Manager / Newgen dispatch licensing and software support.

III. Alternatives in order of priority

- A. Approve the request.
 - 1. Cost - \$22,900
 - 2. Timing - As soon as possible.
 - 3. Departmental Improvements - Will provide the Island Transit with needed support for its software.





City of Galveston

FLEET FACILITIES STAFF REPORT

B. Do not approve the request.

1. Cost - No additional cost at this time.
2. Timing - N/A
3. Departmental Improvements - Island Transit will not be able to utilize the software to its fullest capacity.

IV. Recommendation

Concur in *Alternative A*; approve the annual payment totaling \$22,900 for the Shah Transportation Manager / NewGen dispatch licensing and software support which will be funded by the Island Transit maintenance contracts account, and authorize the City Manager to execute the contract upon final approval by the City Attorney.

V. Fiscal Impact Report

Requested by	David Smith Executive Director
Funding Source	Island Transit Maintenance Contracts (531240)
Cost	\$22,900
Savings Estimation	N/A

Respectfully Submitted,

David Smith
Executive Director



Shah Software, Inc
1 Collinway Pl
Dallas, TX 75230
www.shahsoftware.com

Invoice

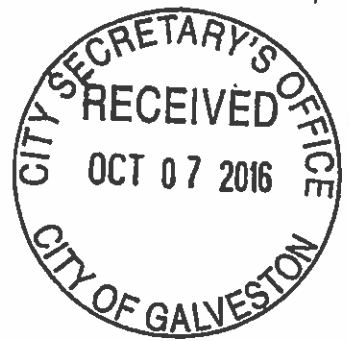
Date	Invoice #
7/30/2019	2019217

Bill To

Island Transit
David Smith
3115 Market
Galveston, TX 77550

P.O. No.	Terms	Due Date	Account #	Project
	Net 30	8/29/2019		
Description		Qty	Rate	Amount
Transportation Manager -NewGen System Software licensing Sep 2019 - Aug 2020		1	22,900.00	22,900.00
It's been a pleasure working with you!		Total		\$22,900.00
info@shahsoftware.com		Payments/Credits		\$0.00
1(800) 968 2748		Balance Due		\$22,900.00
FEID 75-2798653				

All amounts shown on this invoice are in US
Dollars unless specified otherwise



LICENSE AGREEMENT

This License Agreement (this "Agreement") is entered into as of September 20, 2016 (the "Effective Date") by and between the following:

LICENSOR: SHAH SOFTWARE, INC.
 1 COLLINWAY PL
 DALLAS, TX 75230
 (800) 968-2748
 (432) 224-1014 (facsimile)

LICENSEE: ISLAND TRANSIT
 3115 MARKET
 GALVESTON, TX 77550
 Ph. 409-797-3909

RECITALS

WHEREAS Licensor develops and markets web based computer software applications (on demand software) for transportation scheduling commonly referred to "Transportation Manager - NewGen", and

WHEREAS Licensee desires to acquire a license to use the software and Licensor desires to grant Licensee the license.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1.1. "Software" means Licensor's core web-based software application for transportation scheduling known as "Transportation Manager-NewGen" which includes the ability to book and map reservations. Software as used herein shall also include any options or modules added to the core application as identified on Exhibit B hereto, incorporated herein, which may include linking to Hardware, automated calling, fare cards, import modules and custom modules.

1.2 "Documentation" means all user manuals and other written material created by Licensor to describe the functionality or assist in the use of the Software.

1.3. "Hardware" means the optional hardware, if any, identified on Exhibit C, attached hereto and incorporated herein, procured for Licensee by Licensor.

1.4 "License Fee" means the fee to be paid by Licensee to Licensor as consideration for the license(s) granted under this Agreement and the right to use the Software and the Documentation, as further described herein and on Exhibit A.

2. GRANT OF LICENSE

2.1. Grant. Subject to the terms and conditions set forth in this Agreement, Licensor hereby grants to Licensee a nonexclusive, nontransferable license in the Software, to use the Software exclusively for Licensee's business purposes and to use the Documentation solely in connection with Licensee's use of the Software, for use only by the number of licensed users permitted on Exhibit A.

2.2. License Restrictions. Except as specifically granted in this Agreement, Licensor owns and retains all right, title, and interest in the Software, Documentation, and any and all related materials. This Agreement does not transfer ownership rights of any description in the Software, Documentation, or any related materials to Licensee or any third party. Licensee will not modify, reverse engineer, or decompile the Software, or create derivative works based on the Software. Licensee will not grant access to the Software to any persons or entities other than Licensee's employees, consultants, or contractors and then only to the number of licensed users specified in Exhibit A. Licensee may not sell the Software or right to use the Software to any person or make any other commercial use of the Software. Licensee will retain all copyright and trademark notices on the Software and Documentation and will take other necessary steps to protect Licensor's intellectual property rights.

3. FEES & COSTS

3.1. License Fees. In consideration for the License granted to Licensee under this Agreement, Licensee shall pay Licensor:

- (a.) Annual License Fee. The fee provided in Exhibit A attached hereto, and incorporated herein, annually, in advance for each term of this Agreement, which includes the Software license fee, annual maintenance and support, web

hosting fees and the fees for any additional module or component identified on Exhibit B.

- (b.) Initial Set-up of components, Account Creation, Map Licensing, Hardware procurement. A one-time, non-reoccurring fee of \$0 payable on or after the Effective Date but prior to the Commencement Date.

3.3 Taxes. In addition to other amounts payable under this Agreement, Licensee will pay any and all federal, state, municipal, or other taxes, duties, fees, or withholding currently or subsequently imposed on Licensee's use of the software or the payment of the License Fee or Hardware costs to Licensor, other than taxes assessed against Licensor's net income. Such taxes, duties, fees, withholding, or other charges will be paid by Licensee or Licensee will provide the appropriate authority with evidence of exemption from such tax, duty, fee, withholding, or charge. If Licensor is required to pay any such tax, duty, fee, or charge, or to withhold any amount from monies due to Licensor from Licensee pursuant to this Agreement, Licensee will promptly reimburse Licensor any such amounts.

4. LICENSOR'S OBLIGATIONS

4.1. Deliverables. On the Commencement Date or Conversion Date specified in Exhibit A of this Agreement, Licensor will provide (i) access to the Software, limited to the number of users as specified in Exhibit A, for Licensee's use, together with the Documentation.

4.2. Support and Maintenance. For so long as Licensee subscribes to the Software, and for so long as Licensor offers support and maintenance for users of the Software, Licensor will provide Licensee with telephone technical support, software upgrades as developed, webinars on request in connection with Licensee's use of the Software included in Licensee's annual license fee.

5. TERM AND TERMINATION

5.1. Term. This Agreement is effective on the Effective Date first specified above. The license granted under this Agreement becomes effective on the Commencement Date/ Conversion Date specified in Exhibit A. The initial term of this Agreement shall be one (1) year from the Commencement Date/Conversion Date specified in Exhibit A. Unless sooner terminated as set forth in Sections 5.2 and 5.3, below, the Agreement will automatically renew and continue in effect

for subsequent one (1) year terms immediately upon the expiration of the then current term until the expiration of Licensor's rights in the Software, for a maximum of four (4) one year renewals. This agreement may not extend past September 20, 2021.

5.2. Termination for Convenience. Licensor or Licensee may terminate the Agreement at any time and from time to time on thirty (30) days' prior written notice to the other. Licensor's notice of any termination for convenience must be accompanied by a refund of any prorated payments received by Licensor in advance for months beyond the termination date. Licensor may also terminate this Agreement as to any additional modules, applications, or components in excess of the core application (as identified on Exhibit B) upon thirty (30) days' written notice (without discount or refund) if (i) Licensor's core software application no longer supports such additional modules, applications, or components or (ii) Licensee fails to upgrade any Hardware or acquire additional hardware necessary to make such modules, applications, or components compatible with Licensor's core application software.

5.3. Termination for Cause. Either party, as applicable, will have the right, in addition, and without prejudice to any other rights or remedies, to terminate this Agreement as follows:

- a. By Licensor, on 3 days' written notice, if Licensee fails to pay the amounts due to Licensor pursuant to this Agreement;
- b. By Licensor, on 15 days' written notice, if there is a change in control of Licensee, whether by sale of assets, stock, merger, or otherwise;
- c. By either party for any material breach of this Agreement, other than failure to make payments under Section 3, that is not cured within 10 days of receipt by the party in default of a notice specifying the breach and requiring its cure; or
- d. By either party, immediately on written notice, if: (i) all or a substantial portion of the assets of the other party are transferred to an assignee for the benefit of creditors, to a receiver, or to a trustee in bankruptcy; (ii) a proceeding is commenced by or against the other party for relief under bankruptcy or similar laws and such proceeding is not dismissed within 60 days; or (iii) the other party is adjudged bankrupt.

5.4. Rights on Termination. Licensor has and reserves all rights and remedies that it has by operation of law or otherwise to enjoin the unlawful or unauthorized use of the Software or Documentation, including, without limitation, terminating Licensee's access to the Software. Sections 6, 7, and 8 will survive termination or expiration of this Agreement as will any cause of action or claim of either party, whether in law or in equity, arising out of any breach or default.

6. WARRANTIES, DISCLAIMER, AND LIMITATIONS

6.1. Warranties.

(a.) **Software and Documentation.** Licensor hereby warrants to Licensee that Licensor is the owner of the Software and the Documentation or has the right to grant to Licensee the license to use the Software and Documentation in the manner and for the purposes set forth in this Agreement without violating any rights of a third party.

(b.) **Third Party Goods or Services.** To the extent the items delivered pursuant to this Agreement include any product developed, manufactured, or delivered by a person or entity other than Licensor, including but not limited to goods, services, software, licenses, applications or code, mobile data computers, tablets, or terminals, LICENSOR EXPRESSLY DISCLAIMS AND EXCLUDES ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ANY AND ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. All such third party products are delivered and accepted by Licensee "AS-IS, WHERE-IS, and with ALL FAULTS."

6.2. **Disclaimer.** THE WARRANTIES SET FORTH IN SECTION 6.1, ABOVE, ARE IN LIEU OF, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION: (a) ANY WARRANTY THAT THE SOFTWARE IS ERROR-FREE, WILL OPERATE WITHOUT INTERRUPTION, OR IS COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS; (b) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY; AND (c) ANY AND ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

6.3. **Remedies on Breach of Warranty.** In the event of any breach of the warranty set forth in this Section 6, Licensee's exclusive remedy will be for Licensor to refund the license fees actually received from Licensee and applicable to service dates from the date of breach forward.

6.4 **Limitation of Liability.** LICENSOR IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING THE LOSS OF PROFITS, REVENUE, DATA, OR USE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS INCURRED BY LICENSEE OR ANY THIRD PARTY, WHETHER IN AN ACTION

IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF LICENSOR OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. CONFIDENTIALITY

7.1. Confidentiality. Licensee acknowledges that the Software and Documentation, and all information relating to the business and operations of the Licensor that Licensee learns or has learned during or prior to the term of this Agreement, is the valuable, confidential, and proprietary information of the Licensor. During the period this Agreement is in effect, and at all times afterwards, Licensee, and its employees, contractors, consultants, and agents, will:

- a. safeguard the confidential information with the same degree of care that it uses to protect its own confidential information;
- b. maintain the confidentiality of this information;
- c. not use the information except as permitted under this Agreement; and
- d. not disseminate, disclose, sell, publish, or otherwise make available the information to any third party without the prior written consent of Licensor.

7.2. Limitations on Confidentiality Restrictions. Section 7.1 does not apply to any information that:

- a. Is already lawfully in the Licensee's possession (unless received pursuant to a nondisclosure agreement);
- b. Is or becomes generally available to the public through no fault of the Licensee;
- c. Is disclosed to the Licensee by a third party who may transfer or disclose such information without restriction;
- d. Is required to be disclosed by Licensee as a matter of law (provided that the Licensee will use all reasonable efforts to provide the disclosing party with prior notice of such disclosure and to obtain a protective order therefore);
- e. Is disclosed by the Licensee with the disclosing party's approval; and
- f. Is independently developed by the Licensee without any use of confidential information.

In all cases, the receiving party will use all reasonable efforts to give the disclosing party 10 days' prior written notice of any disclosure of information under this agreement.

7.3. Injunctive Relief for Breach. Licensor and Licensee acknowledge that any breach of Section 7.1 by a receiving party will irreparably harm Licensor. Accordingly, in the event of a breach, Licensor is entitled to promptly seek injunctive relief, without the requirement to post a bond, in addition to any other remedies that Licensor may have at law or in equity.

8. GENERAL

8.1. Assignment. Licensee may not assign, sublicense, or transfer Licensee's rights or delegate its obligations under this Agreement without Licensor's prior written consent. This Agreement will be binding on the successors and assigns of Licensee.

8.2. Entire Agreement. This Agreement, along with the Exhibits attached and referenced in this Agreement, including Licensor's "Terms and Conditions" attached hereto as Exhibit D as may be amended from time to time, constitute the final and complete understanding between the parties, and replaces and supersedes all previous oral or written agreements, understandings, or arrangements between the parties with respect to the subject matter contained in this Agreement.

8.3. Notices. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement will be effective when received, and will be sufficient if given in writing, hand-delivered, sent by facsimile with confirmation of receipt, sent by First Class Mail, return receipt requested, postage prepaid, or sent by overnight courier service and addressed as provided on page 1 of this Agreement or such other address as the parties may provide to the other in writing.

8.4. Governing Law and Jurisdiction. The license is sold and delivered in Dallas, Texas. This Agreement will be governed by and construed in accordance with Texas law, without regard to the principles of conflict of laws. Venue shall be Galveston, Texas.

8.5. Severability. In case any provision of this Agreement is held to be invalid, unenforceable, or illegal, the provision will be severed from this Agreement, and such invalidity, unenforceability, or illegality will not affect any other provisions of this Agreement.

8.6. Attorney's Fees. In the event of any dispute between the parties arising out of this Agreement, a party awarded damages or a permanent injunction will be entitled, in addition to any other rights and remedies it may have, to recover its reasonable attorney's fees and costs.

IN WITNESS, the parties have caused this Agreement to be executed as of the date written above.

LICENSOR: SHAH SOFTWARE, INC.

By: [Signature]
Jagat Shah, President

LICENSEE:

City of Galveston
By: [Signature]
Name: Daniel J. Buckler
Title: Deputy City Manager

Approved As to Form:

[Signature]
Asst. City Secretary

APPROVED AS TO FORM:

[Signature]
Asst. City Attorney



EXHIBIT A

NO. OF LICENSED USERS: **FIVE**

LICENSE FEE: - (TERM 12 MONTHS) **\$22900**

Transportation Manager – NewGen Software Licensing	1	\$22900
Total		\$22900

COMMENCEMENT/CONVERSION DATE: **September 1, 2016**

Licensee's Initials: _____

EXHIBIT B

ADDITIONAL APPLICATIONS OR MODULES:

NONE

Licensee's Initials: _____

EXHIBIT C

HARDWARE

NONE

Licensee's Initials: _____

EXHIBIT D

TERMS OF USE

User agrees to abide by these terms of use, as may be changed from time to time upon notice in the Licensor's sole discretion.

Disclaimers. USER HEREBY WAIVES ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE; ANY WARRANTY OF COMPATIBILITY BETWEEN THE SYSTEM, EQUIPMENT, SOFTWARE, OR DATA PROVIDED BY LICENSOR AND CUSTOMER OWNED EQUIPMENT OR SOFTWARE; OR ANY LIABILITY IN NEGLIGENCE, TORT, STRICT LIABILITY, OR OTHERWISE, WITH RESPECT TO THE SYSTEM, EQUIPMENT, SOFTWARE, DATA, OR SERVICES FURNISHED HEREUNDER. USER AGREES THAT LICENSOR SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO, LOSS OF REVENUES, EVEN IF ADVISED OF THE RISK OF SUCH DAMAGES IN ADVANCE. Although Licensor has attempted to find and correct any bugs in the software, Licensor is not responsible for any damage or losses of any kind caused by the use or misuse of the programs. Licensor shall not be liable nor deemed to be in default of this Agreement for any delays, errors, malfunctions, compatibility problems, or breakdowns with respect to the system, equipment, data, or services provided hereunder or used in connection herewith.

Payment. User shall pay to Licensor in advance the fees pursuant to its License Agreement. Licensor shall notify User of any rate increase at least ten (10) days before same takes effect. Failure of Licensor to issue any invoice or bill shall not relieve User of the obligation to pay for any charge owed Licensor hereunder. User shall pay all fees and other charges within the earlier of fifteen (15) days from the receipt of an invoice or, for a renewal license term, three (3) days of the start of the license term. In the event that User fails to pay any amount within thirty (30) days of the date due, Licensor shall be entitled to interest on the amounts due at the highest rate allowed by law from the date due until payment in good funds is received by Licensor. Licensor shall also have the right to terminate User's access, without notice, if any invoice remains unpaid for more than thirty (30) days. User shall pay all sales, use, personal property, excise, license, and any other taxes or similar fees, charges, or assessments which arise as a result of User's use of the software.

Notice. All notices, requests, demands, or other communications hereunder shall be in writing, hand delivered, sent by first class mail, overnight mail, or facsimile (upon electronic confirmation that the transmission was received), and shall be deemed to have been given when received at the addresses stated on this invoice. Any notice provided by facsimile which is received after 4:00 p.m. local time shall be deemed received the following business day. A party may change its addresses for notice on not less than ten (10) business days' prior written notice to the other party.

Confidential & Proprietary Information. User understands that the information it has access to through the right of access to Licensor's software and/or facilities is of a confidential and proprietary nature, and User may hereinafter have access to other information of Licensor which is of a confidential and proprietary nature and could result in irreparable harm to Licensor if any such confidential or proprietary information is directly or indirectly: (1) used by User for any purpose other than as specifically set forth herein; or (2) disclosed to any third party. Accordingly User agrees not to use the information for other purposes or disclose or allow access to such information or software to any third party. User agrees that a breach of these conditions shall be grounds sufficient for immediate termination of its use and legal as well as injunctive relief.

Modifications. Licensor retains the right, in its sole discretion, to enhance, modify, or alter the operation of the software at any time and further retains the

right to make such enhancements, modifications, or alterations generally available to other users of the software.

Title. Title and full and complete ownership rights to all Licensor's owned or developed software (including source and object code) and other technical specifications, addresses, or configurations (collectively the "Software") associated with or contained in the system or used by User in connection herewith shall remain with Licensor. User understands and agrees that Licensor's owned or developed Software is Licensor's trade secret, proprietary information, and confidential information whether any portion thereof is or may be validly copyrighted or patented. Any Software provided to User is provided by license only, and such license is personal, nonexclusive, nontransferable, and limited to the right to use such Software only according to guidelines established by Licensor from time to time. Such Software shall be utilized by User only in accordance with these Terms of Use and shall not be copied, duplicated, reproduced, manufactured, decompiled, reverse engineered, incorporated into any software (including any source code, object code, or algorithms), modified or disclosed in any form by any media to any other person or party. User agrees to abide by any terms imposed by any third party that has directly or indirectly licensed Licensor to use Software in relation hereto.

Miscellaneous. Nothing herein is intended or shall be construed to create or establish an agency, partnership, or joint venture relationship between the parties.

The captions herein are for convenience only and in no way define, limit, or enlarge the scope of any of the provisions therein.

No waiver by either party of any provision or any breach of this agreement constitutes a waiver of any other provision or breach, and no waiver shall be effective unless made in writing. The right of either party to require strict performance and observance of any obligations hereunder shall not be affected in any way by any previous waiver, forbearance, or course of dealing.

Except for User's obligation to make payments hereunder, neither party will be deemed in default as a result of a delay in performance or failure to perform its obligations caused by acts of God or governmental authority, strikes or labor disputes, fire, acts of war, failure of third-party suppliers, or for any other cause beyond the control of that party.

User shall not sell, assign, license, sublicense, franchise, or otherwise convey in whole or in part to any third party any of the services provided hereunder without the prior written consent of Licensor.

This is a nonexclusive agreement. Similar agreements may be entered into by either party with any other person.

This agreement shall be governed by, construed, interpreted, and enforced according to the laws of the State of Texas, without regard to principles of conflict of laws and rules. Each party hereby consents to the nonexclusive jurisdiction of the courts of the State of Texas and United States federal courts located in the State of Texas to resolve any dispute arising out of this agreement.

In the event that any material provision of these terms are determined to be invalid, unenforceable, or illegal, then such provision shall be deemed to be superseded and the parties' agreement modified with a provision which most nearly corresponds to the intent of the parties and is valid, enforceable and legal.

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**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

SHAH SOFTWARE, INC.
DALLAS, TX United States

Certificate Number:
2016-109442

Date Filed:
09/08/2016

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

Date Acknowledged:
09/13/2016

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-16-143
SOFTWARE SYSTEM

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

1 of 1

Version V1.0:27



City of Galveston

FLEET FACILITIES STAFF REPORT

August 7, 2019

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for the approval allowing the Fleet Facility to purchase the listed rolling stock (service Tahoe) and associated equipment from Caldwell Country through Buy Board for a total price of \$36,930 and authorize the City Manager to execute the contract upon final approval by the City Attorney.

I. Background

- A. Funding for new equipment has been earmarked for the listed department(s).
- B. This new vehicle will replace unit 1500 (2004 Expedition) that has been flagged by the Vehicle Replacement Program. Replaced units are cleaned and auctioned off benefiting city coffers.
- C. This unit will be utilized for transporting drivers to/from repair shops in the Houston area, and for fieldwork activities during Special Events.
- D. Buy Board, HGAC Buy and TXMAS are cooperative purchasing organizations that the city is a member of that performs bidding packages for local governments. The Fleet Facility has performed competitive bidding packages on past equipment purchases to assure that these purchases are a better option a majority of the time.
- E. The requested vehicle description(s) and their assignment(s) are listed below.
- F. The extended purchase price for this package is \$36,930.
- G. Caldwell Country is located in Caldwell Texas.
- H. Delivery should be within 30 days from date of the purchase order issue.
- I. Additional equipment will be added by the dealer that was specified in the specification process as requested by the department.





City of Galveston

FLEET FACILITIES STAFF REPORT

II. Current Situation

The City Council will have to approve allowing the Fleet Facility to purchase the listed rolling stock (service Tahoe) and associated equipment from Caldwell Country through Buy Board for a total price of \$36,930 and authorize the City Manager to execute the contract upon final approval by the City Attorney.

III. Alternatives in order of priority

A. City Council approves the purchase.

1. Cost - \$36,930
2. Timing - Delivery should be within 30 days.
3. Divisional Improvements - Will provide the city with needed equipment to perform duties. Newer equipment will reduce fleet operational costs and will improve operations.

B. City Council does not approve the purchase.

1. Cost - No additional cost at this time.
2. Timing - N/A
3. Divisional Improvements - City staff will not be able to function without needed equipment. Older equipment will take on a heavier load, which will increase operational costs. Operations will slow.

IV. Recommendation

Concur in Alternative A and approve allowing the Fleet Facility to purchase the listed rolling stock (service Tahoe) and associated equipment from Caldwell Country through Buy Board for a total price of \$36,930 and authorize the City Manager to execute the contract upon final approval by the City Attorney.





City of Galveston

FLEET FACILITIES STAFF REPORT

V. Fiscal Impact Report

Requested by	David Smith Executive Director
Cost	\$36,930
Funding Source	Capital Outlay
Savings Estimation	Will help reduce unit repair costs on the older fleet vehicles and will assist with improving services.

VI. Environmental Impact

All listed vehicles are produced under current EPA standards.

Respectfully Submitted

David Smith
Executive Director



City of Galveston

Fleet Facility

COST BREAKDOWN

Requested Purchase

Item	Department	Count	Make	Model	Cost	Funding
A	Garage & Events	1	Chevy	Service Tahoe (Non Police Package)	\$ 36,930.00	Capital Outlay
					\$ 36,930.00	

City of Galveston

Municipal Garage Facilities

Light Duty Vehicle Purchase Request COG 2671-1

Please type in your answers in the green areas, save and return. The answer column is "drop down" select.

Vehicle model requested	Tahoe
Quantity	1

Will your requested vehicle(s) be used for any of the following;

	Answer
Towing of trailers or any other equipment	Yes
Transporting items which require a truck bed due to size and/or weight	No
Surveillance activates	No
Long idling activities (running of warning lights)	Yes
Emergency code 2 or 3 activities	No
Pre and post storm activities	Yes
Transporting of four (4) persons or more	Yes
Rough terrain transportation which includes the need for high clearance	Yes
* Can it be considered that your requested vehicle by a Hybrid type vehicle?	No
* Can it be considered for your requested vehicle to be a smaller model vehicle?	No

Funding source? (Capital Outlay / Budget amendment ...)

Capital Outlay

Brief description of what vehicle(s) will be utilized for?

Used for transport of drivers and parts, plus Special Event activities

Requesting Department Head

D. Smith

The Department Head making the vehicle request must be ready to explain the above answers to the City Council upon request.

QUOTE# 00BB

CONTRACT PRICING WORKSHEET

End User: CITY OF GALVESTON			Contractor: CALDWELL COUNTRY		
Contact Name: DAVID SMITH			CALDWELL COUNTRY		
Email: DSMITH@GALVESTONTX.GOV			Prepared By: Averyt Knapp		
Phone #: 409-797-3920			Email: aknapp@caldwellcountry.com		
Fax #: 409-242-2184			Phone #: 800-299-7283 or 979-567-6116		
Location City & State: GALVESTON			Fax #: 979-567-0853		
Date Prepared: JULY 21, 2019			Address: P. O. Box 27, Caldwell, TX 77836		
Contract Number: BUY BOARD #521-16			Tax ID # 14-1856872		
Product Description: 2020 CHEVROLET TAHOE CC15706 Not Police Package					
A Base Price:					\$32,985
B Fleet Quote Option:					
Code	Description	Cost	Code	Description	Cost
	ALUM WHEELS 18 X 8.5 3RD ROW FOLD FLUSH REAR BENCH, (NINE PASSENGER-CLOTH), 5.3L-V8, 6-SPD AUTOMTIC, LOCKING REAR AXLE DIFFERENTIAL, 40-20- 40 CLOTH SEATS, CLOTH CENTER ROW BENCH, AIR CONDITION FRONT AND REAR, AMFM-STEREO W/BLUETOOTH, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, KEYLESS ENTRY, DEEP TINT GLASS, RUNNING BOARDS, TRAILER TOW HITCH, REAR VISION CAMERA	\$400 \$2,825			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY	
				PO BOX 27	
				CALDWELL, TEXAS 77836	
Subtotal B					\$3,225
C Fleet Quote Option					
Code	Description	Cost		Description	Cost

Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc...)					
Subtotal D FOB GALVESTON-10 GALLONS GAS					\$320
E Unit Cost Before Fee & Non-Equipment Charges(A+B+C+D)					\$36,530
Quantity Ordered					1
X					
Subtotal E					\$36,530
F Non-Equipment Charges (Trade-In, Warranty, Etc...)					
BUY BOARD					\$400
G. Color of Vehicle: WHITE					
H. Total Purchase Price (E+F)					\$36,930
				Estimated Delivery Date:	30 DAYS APPX



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

October 30, 2018

Sent via Email to: aknapp@caldwellcountry.com

Averyt Knapp
Caldwell Country Chevrolet
PO Box 27
Caldwell TX 77836

Re: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor
BuyBoard Contract #521-16

The Local Government Purchasing Cooperative d/b/a BuyBoard® (Cooperative) awarded your company a contract under Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor, Contract No. 521-16, for which the current term is set to expire November 30, 2018. At this time, we are renewing your contract through November 30, 2019, subject to the following:

Program Vehicle Exclusion: *The Cooperative will not be renewing any contracts for the program vehicle categories listed on the attached Schedule A, and all contracts for these items will expire on November 30, 2018. Therefore, to the extent your company was awarded in any of the categories listed on Schedule A, such categories are specifically excluded from your contract renewal, and vendors will no longer be authorized to sell such program vehicles through Cooperative Contract No. 521-16 effective December 1, 2018.*

This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree with the renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me immediately via email at connie.burkett@tasb.org.

Reminder: All purchase orders must be processed through the BuyBoard. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member. Accepting orders directly from a member entity without Cooperative authorization is a violation of the terms of your contract. We request your assistance in immediately forwarding any orders received directly from member entities. Purchase orders may be sent to us either by fax (800-211-5454) or by email (info@buyboard.com). If by chance an order sent directly to you has been unintentionally processed, please forward it to the Cooperative and note it as **RECORD ONLY** to prevent duplication.

If you have questions or comments concerning this renewal, please contact me as soon as possible at connie.burkett@tasb.org. We appreciate your interest and participation in The Local Government Purchasing Cooperative.

Sincerely,



Connie W Burkett, CTSBS
Contract Administrator

SCHEDULE A

Contract No. 521-16, Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

CONTRACT CATEGORIES EXPIRING NOVEMBER 30, 2018 – NOT SUBJECT TO RENEWAL

- Item 6: Autocar Program Vehicles (Lease and/or Pre-Owned)
- Item 54: Chevrolet/GMC/Buick Program Vehicles (Lease and/or Pre-Owned)
- Item 92: Chrysler/Dodge/Jeep Program Vehicles (Lease and/or Pre-Owned)
- Item 109: Crane Carrier Program Vehicles (Lease and/or Pre-Owned)
- Item 159: Ford Program Vehicles (Lease and/or Pre-Owned)
- Item 177: Freightliner Program Vehicles (Lease and/or Pre-Owned)
- Item 190: Freightliner Sprinter Program Vehicles (Lease and/or Pre-Owned)
- Item 208: Honda Program Vehicles (Lease and/or Pre-Owned)
- Item 230: International Program Vehicles (Lease and/or Pre-Owned)
- Item 243: Isuzu Program Vehicles (Lease and/or Pre-Owned)
- Item 271: Kenworth Program Vehicles (Lease and/or Pre-Owned)
- Item 292: Mack Program Vehicles (Lease and/or Pre-Owned)
- Item 306: Mitsubishi Program Vehicles (Lease and/or Pre-Owned)
- Item 335: Nissan Program Vehicles (Lease and/or Pre-Owned)
- Item 360: Peterbilt Program Vehicles (Lease and/or Pre-Owned)
- Item 420: Toyota/Hino Program Vehicles (Lease and/or Pre-Owned)
- Item 432: Volvo Program Vehicles (Lease and/or Pre-Owned)
- Item 447: Western Star Program Vehicles (Lease and/or Pre-Owned)



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

October 19, 2016

Sent Via E-mail: aknapp@caldwellcountry.com

Averyt Knapp
Caldwell Country Chevrolet
PO Box 27
Caldwell, TX 77836

Re: Notice of The Local Government Purchasing Cooperative Award

Proposal Name and Number: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
Proposal No. 521-16

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 12/1/2016 through 11/30/2017, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 521-16 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

- Vendor Quick Reference Sheet
- Electronic Catalog Format Instructions
- Vendor Billing Procedures

You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply.** Please forward by fax (1-800-211-5454) any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

Per proposal specifications, awarded vendors will have 30 days or sooner to submit their electronic catalog including pricing. If the electronic data is not provided within 30 days or sooner of notice of award, we reserve the right to inactivate any company's award information from the BuyBoard until such time the electronic data is received.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **BuyBoard Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas
BuyBoard

Procurement

Director

v.12.15



The Local Government Purchasing Cooperative is endorsed by the Texas Association of School Boards, Texas Municipal League, Texas Association of Counties, and the Texas Association of School Administrators.

October 19, 2016

Sent Via E-mail: aknapp@caldwellcountry.com

Averyt Knapp
Caldwell Country Chevrolet
PO Box 27
Caldwell, TX 77836

Re: *Notice of National Purchasing Cooperative Piggy-Back Award*

Proposal Name and Number: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
Proposal No. 521-16

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. As provided for in the Proposal and your National Purchasing Cooperative Vendor Award Agreement, you are authorized to sell the goods and services awarded under the Proposal to National Cooperative members in states other than Texas through the BuyBoard. The contract is effective 12/1/2016 through 11/30/2017, with two possible one-year renewals.

The National Cooperative membership list is available at our website www.buyboard.com/vendor. The list identifies the current members that may purchase awarded goods and services under your National Cooperative BuyBoard contract.

You are advised that receipt of a purchase order directly from a National Cooperative member is not within BuyBoard guidelines. Accepting purchase orders directly from Cooperative members may result in a violation of applicable competitive procurement law and termination of this National Cooperative BuyBoard contract. **Therefore, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Please forward by fax (1-800-211-5454) any order received directly from a National Cooperative member. If you inadvertently process a purchase order sent directly to you by a National Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

Per proposal specifications, awarded vendors will have 30 days or sooner to submit their electronic catalog including pricing. If the electronic data is not provided within 30 days or sooner of notice of award, we reserve the right to inactivate any company's award information from the BuyBoard until such time the electronic data is received.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact BuyBoard Procurement Staff at 800-695-2919.

Sincerely,



BuyBoard Procurement Director
v.12.15



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PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Vehicles, Heavy Duty Trucks,
Police Motorcycles, Parts, and Service Labor

Proposal Opening Date and Time:
August 24, 2016 at 2:00 PM

Proposal Number: 521-16

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Time Period: December 1, 2016
through November 30, 2017 with two (2) possible
one-year renewals.

Anticipated Cooperative Board Meeting Date:
October 2016

Caldwell Country Chevrolet+

Name of Proposing Company

August 29, 2016

Date

PO BOX 27

Street Address

Signature of Authorized Company Official

Caldwell, Texas 77036

City, State, Zip

Avery+ Knapp

Printed Name of Authorized Company Official

979-567-6116

Telephone Number of Authorized Company Official

Fleet Director

Position or Title of Authorized Company Official

979-567-0053

Fax Number of Authorized Company Official

14-1056072

Federal ID Number

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions, General Terms and Conditions, Attachments/Forms, Item Specifications, and Line Items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;

Price list H-N N-4 E-4



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4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by another governmental entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format for posting on the BuyBoard as a prerequisite to activation of your contract;
5. You have clearly identified any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a Form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



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VENDOR PURCHASE ORDER, REQUEST FOR QUOTES, AND INVOICE RECEIPT OPTIONS

Company: Caldwell Country Chevrolet General Contact Name: Averyt Knapp

Purchase Orders: Purchase orders from Cooperative members will be available through the Internet or by facsimile.

Option 1: Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors that choose this option to assist them with retrieving their orders.

Option 2: Fax. Vendors need a designated fax line available at all times to receive purchase orders.

Please choose only one (1) of the following options for receipt of purchase orders and provide the requested information:

☐ I will use the **INTERNET** to receive purchase orders.

E-mail Address: _____

Internet Contact: _____ Phone: _____

Alternate E-mail Address: _____

Alternate Internet Contact: _____ Phone: _____

☒ I will receive purchase orders via **FAX**.

Fax Number: 979-567-0853

Fax Contact: Averyt Knapp Phone: 979-567-6116

Request for Quotes ("RFO"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: aknapp@caldwellcountry.com

Alternate E-mail Address: agattis@caldwellcountry.com

Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Mailing address: PO Box 27 Department: Fleet

City: Caldwell State: Texas Zip Code: 77036

Contact Name: Adrienne Gattis Phone: 979-567-6115

Fax: 979-567-0853 E-mail Address: agattis@caldwellcountry.com

Alternative E-mail Address: margo@caldwellcountry.com



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FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- ☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet
Company Name

[Signature]
Signature of Authorized Company Official

AVONYT KNAPP
Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet
Company Name

[Signature]
Signature of Authorized Company Official

AVONYT KNAPP
Printed Name



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RESIDENT / NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a person whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions. Please check (✓) one of the following.

☒ I certify that my company is a **Resident Proposer.**

☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name Address

City State Zip Code

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☐ No

B. What is the prescribed amount or percentage? \$ _____ or _____ %

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas? Please check (✓) one of the following.

☐ Yes ☒ No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet
Company Name

[Signature]
Signature of Authorized Company Official

Averyt Knapp
Printed Name



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HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (✓) all that apply

☐ I certify that my company has been certified as a HUB in the following categories:

- ☐ **Minority Owned Business**
- ☐ **Women Owned Business**
- ☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

Name of Certifying Agency:

☒ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet
Company Name

[Signature]
Signature of Authorized Company Official

AVANT KNAPP
Printed Name



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AFFIRMATION REGARDING CONSTRUCTION-RELATED GOODS AND SERVICES

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, attached to this Form F, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services.

By signature below, the undersigned affirms that Proposer has read and understands the Advisory attached to this Form F and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

 _____ Signature of Authorized Company Official	<u>Caldwell County Chevrolet</u> Company Name <u>Aveny Knapp</u> Printed Name <u>August 29, 2016</u> Date
--	--



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PH: 800-695-2919 • FAX: 800-211-5454 • www.buyboard.com

BUYBOARD PROCUREMENT AND CONSTRUCTION-RELATED GOODS AND SERVICES ADVISORY FOR TEXAS MEMBERS

Why make purchases using BuyBoard? Purchasing through a cooperative or "interlocal contract" satisfies the requirement of local governments to seek competitive procurement for the purchase of goods or services.ⁱ Therefore, you may purchase goods and services from a vendor through BuyBoard without having to conduct your own competitive procurement. If, however, you are procuring construction-related services through a BuyBoard Job Order Contract (JOC) or contract for the installation of equipment or materials (e.g., athletic fields and surfaces, kitchen equipment, HVAC, playground equipment, or modular buildings), you may, as explained in this Advisory, need to procure certain aspects of these services using a separate procurement process outside of the BuyBoard and should consult your procurement officer and/or legal advisor for specific advice.

What is BuyBoard's Procurement Process? The BuyBoard uses a competitive procurement process to award contracts to vendors for goods and services that the BuyBoard determines, based on an evaluation of multiple criteria, represents the best value for its members.

How does BuyBoard award a contract to a vendor? As a condition of being awarded a BuyBoard contract, a vendor is bound by and must agree to comply with all the terms of the BuyBoard's proposal invitation (or specifications), the vendor's proposal response, and any additional contract terms negotiated with the BuyBoard member. Among other things, the vendor must honor the pricing submitted in the vendor's proposal. **THE PRICE YOU PAY FOR THE GOODS AND SERVICES COVERED BY THE BUYBOARD CONTRACT MAY BE LESS THAN THE AWARDED PRICING, BUT CANNOT BE MORE.** Additionally, the vendor must comply with the BuyBoard contract's general terms and conditions, and any additional terms and conditions that apply to the specific BuyBoard contract, as set out in the proposal invitation.

How does a BuyBoard member make purchases through the BuyBoard contract? You utilize the awarded BuyBoard contract by issuing a signed purchase order through the BuyBoard online application to procure the selected goods or services. Although BuyBoard must receive a copy of the signed purchase order, BuyBoard does not review or approve the purchase order or other supplemental agreement that you obtain – this is a matter between you and the vendor. If construction-related services are procured through the BuyBoard, additional contracts with professionals and the contractor may be required, depending on the nature and scope of the services. As stated above, you should consult your procurement officer and/or legal advisor for specific advice.

How do I know that my entity has made a purchase through the BuyBoard?

BuyBoard must have a copy of the purchase order in order for the purchase to be considered a BuyBoard procurement. To ensure that your entity has satisfied state law requirements for competitive procurement, make sure that the BuyBoard has your purchase order. Do not rely on the vendor to submit the purchase order on your behalf; it is your responsibility to make sure that the BuyBoard has the signed purchase order. You may log in to www.buyboard.com using your member I.D. and password to view the Purchase Order Status Report to confirm that the purchase order is in the BuyBoard system.

What should BuyBoard members consider when using BuyBoard for construction-related purchases? While purchasing goods and services through BuyBoard satisfies your legal requirement to competitively procure a good or service, as a general matter you must keep in mind other legal requirements that may relate to the purchase, especially when using BuyBoard for construction-related procurement.



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When making construction-related purchases through a BuyBoard contract, BuyBoard members must consider the following:

- **Best value determination.** In compliance with Texas law and any local policy, your entity must first determine that purchasing through an interlocal contract or purchasing cooperative is the procurement method that will provide best value.ⁱⁱ This is done by the governing body (e.g., board of trustees, council, commissioners' court, etc.) or may be delegated by the governing body to an individual or committee, with written notice.
- **Products or services not covered by the BuyBoard contract.** The BuyBoard contract covers only the specific goods and services awarded by the BuyBoard. If you want to purchase from a BuyBoard vendor goods or services from a BuyBoard vendor that are not covered by the vendor's BuyBoard contract, such as architectural, design, or engineering services, you must procure them separately in accordance with state law and local policy.
- **Architectural or Engineering and Independent Testing services.** If your procurement includes a construction component that requires architectural or engineering services, you must procure those services separately. YOU MAY NOT PROCURE ARCHITECTURAL OR ENGINEERING SERVICES THROUGH A BUYBOARD CONTRACT. Texas law requires architectural and engineering services to be obtained in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and prohibits them from being procured through a purchasing cooperative.ⁱⁱⁱ
 - **Architecture.** A new building owned by a political subdivision having construction costs exceeding \$100,000 or an alteration or addition to an existing building having construction costs exceeding \$50,000 must have architectural plans and specifications prepared by an architect.^{iv} (An "alteration" or "addition" for purposes of this requirement requires the removal, relocation, or addition of a wall or partition or the alteration or addition of an exit.)
 - **Engineering.** If the goods or services procured through the BuyBoard will involve engineering in which the public health, welfare, or safety is involved, the plans for structural, mechanical, electrical, electronic, fire suppression, geotechnical systems, foundation design, surface water drainage, plumbing and certain roof modifications and associated estimates must be prepared by an engineer, and the engineering construction must be performed under the direct supervision of an engineer.^v The Engineering Practice Act provides two exceptions to this rule – no engineer is required if (1) the project involves mechanical or electrical engineering and will cost \$8,000 or less, or (2) the project does not require mechanical or electrical engineering and will cost \$20,000 or less.^{vi}
 - **Independent Testing.** If acceptance of a facility by a public entity involves independent testing of construction materials engineering and/or verification testing services, the testing services should be procured under the Professional Services Procurement Act, and may not be procured under a BuyBoard contract.
 - **Written Certification.** Effective 09/01/2013, a local governmental entity purchasing construction-related goods and services through a cooperative in an amount that exceeds \$50,000 must designate a person to certify in writing that the project does not require the preparation of plans or specifications by an architect or engineer OR that an architect or engineer has prepared the plans or specifications.^{vii}



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- **Bonds.** You must also consider whether the vendor is required to provide a payment or performance bond. A payment bond is required for contracts that exceed \$25,000 to protect subcontractors who supply labor or materials for the project. A performance bond is required for a contract that exceeds \$100,000, to protect the local government if a contractor fails to complete the project.^{viii} Without payment and performance bonds, if the contractor fails to pay its subcontractors or to complete the project, the public entity that entered the contract can be held responsible for payment claims or costs to complete.
- **Construction Contract.** Even though the procurement of construction or construction-related services may be through the BuyBoard, your construction contract is between your entity and the contractor. The BuyBoard contract's general terms and conditions, standing alone, are not sufficient to document your entity's specific transaction. THEREFORE, YOU SHOULD USE AN APPROPRIATE FORM OF CONSTRUCTION CONTRACT JUST AS YOU WOULD DO IF YOU PROCURED CONSTRUCTION SERVICES INDEPENDENTLY, USING COMPETITIVE SEALED PROPOSALS. The contract must contain provisions required by state law including: performance and payment bonds, requirements for payment of prevailing wages to all construction workers, workers' compensation coverage for all workers and, on projects where contractor employees may have direct contact with students, criminal history record checks. Other provisions which should be considered in the construction contract are retainage, contingency, liquidated damages and dispute resolution, among others. By supplementing the BuyBoard contract with an appropriate form of construction contract, you ensure that your entity's unique interests are addressed and that your entity can enforce the contract directly.
- **Legal advice.** Because of the variety of laws that relate to construction-related purchasing and the potential risk of high exposure, you are well-advised to consult with your entity's legal counsel before procuring construction-related goods and services under any procurement method, including a purchasing cooperative.

This Advisory is provided for educational purposes only to facilitate a general understanding of the law. This Advisory is neither an exhaustive treatment on the subject nor is it intended to substitute for the advice of an attorney.

For more information about BuyBoard, contact us at 800-695-2919.

-
- i. Tex. Gov't Code §791.025 and Tex. Local Gov't Code §271.102.
 - ii. Tex. Ed. Code §44.031(a) (school districts); Tex. Local Gov't Code §252.043(a)(municipalities) and §262.022(5-a) and §262.027(counties)
 - iii. Tex. Gov't Code §2254.004 and §791.011(h)
 - iv. Tex. Occ. Code §1051.703
 - v. Tex. Occ. Code §1001.0031(c)
 - vi. Tex. Occ. Code §1001.053
 - vii. Tex. Gov't Code §791.011(j), effective September 1, 2013
 - viii. Tex. Gov't Code §2253.021(a)

Issued March 31, 2014



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DEVIATION AND COMPLIANCE SIGNATURE FORM

If your company intends to deviate from the General Terms and Conditions, Item Specifications or other requirements associated with this Proposal Invitation, you must list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form, an attachment to this form, or elsewhere in your Proposal. (If you do not provide the information on or as an attachment to this form, the information must be clearly identified in your Proposal.) The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Item Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation.

- ☒ **No;** Deviations
☐ **Yes;** Deviations

List and fully explain any deviations you are submitting:

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☒ Common Carrier ☒ Company Truck ☐ Prepaid and Add to Invoice ☐ Other:

2. Payment Terms: ☒ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other:

3. Number of Days for Delivery: 0-120 ARO

4. Vendor Reference/Quote Number: 521-16

5. State your return policy: Negotiable

6. Are electronic payments acceptable? ☒ Yes ☐ No

7. Are credit card payments acceptable? ☐ Yes ☒ No

Caldwell Country Chevrolet
Company Name

[Signature]
Signature of Authorized Company Official

Averyt Knapp
Printed Name



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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary.

None

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person

None

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person



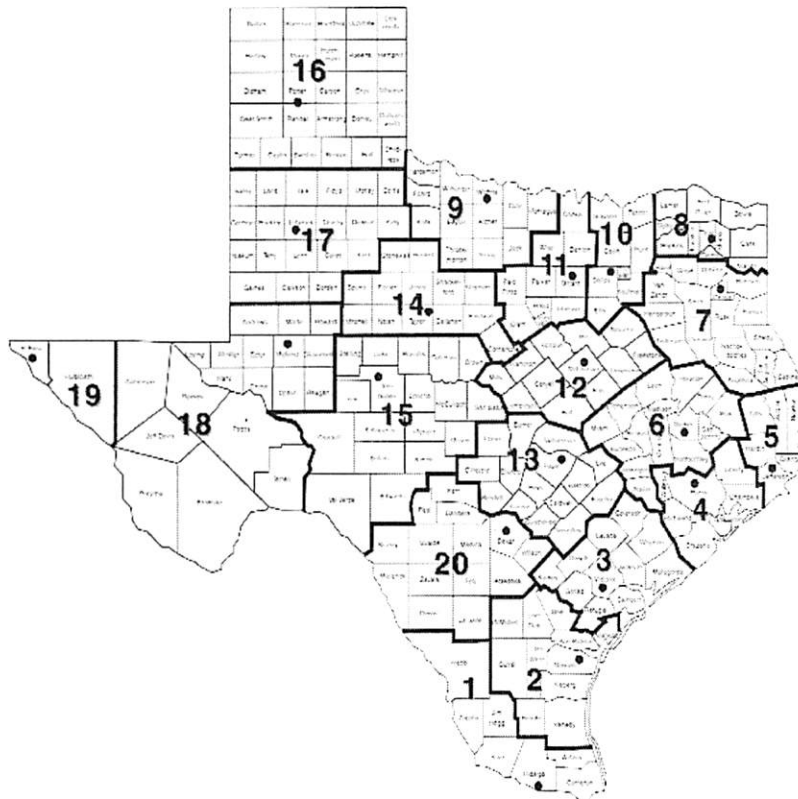
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TEXAS REGIONAL SERVICE DESIGNATION

Unless you designate otherwise on this form, you agree to service members of The Local Government Purchasing Cooperative statewide!

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



- ☒ I will service Texas Cooperative members statewide.
- ☐ I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

Region	Headquarters
☐ 1	Edinburg
☐ 2	Corpus Christi
☐ 3	Victoria
☐ 4	Houston
☐ 5	Beaumont
☐ 6	Huntsville
☐ 7	Kilgore
☐ 8	Mount Pleasant
☐ 9	Wichita Falls
☐ 10	Richardson
☐ 11	Fort Worth
☐ 12	Waco
☐ 13	Austin
☐ 14	Abilene
☐ 15	San Angelo
☐ 16	Amarillo
☐ 17	Lubbock
☐ 18	Midland
☐ 19	El Paso
☐ 20	San Antonio

Caldwell County Chevrolet
Company Name

Signature of Authorized Company Official

Printed Name

AVENT KNAPP

- ☐ I will not service members of the Texas Cooperative.



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STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

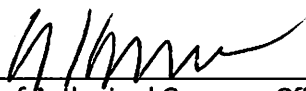
☒ I will service all states in the United States.

☐ I will not service all states in the United States. I will service only the states checked below:

- | | |
|--|---|
| ☐ Alabama | ☐ Nebraska |
| ☐ Alaska | ☐ Nevada |
| ☐ Arizona | ☐ New Hampshire |
| ☐ Arkansas | ☐ New Jersey |
| ☐ California (Public Contract Code 20118 & 20652) | ☐ New Mexico |
| ☐ Colorado | ☐ New York |
| ☐ Connecticut | ☐ North Carolina |
| ☐ Delaware | ☐ North Dakota |
| ☐ District of Columbia | ☐ Ohio |
| ☐ Florida | ☐ Oklahoma |
| ☐ Georgia | ☐ Oregon |
| ☐ Hawaii | ☐ Pennsylvania |
| ☐ Idaho | ☐ Rhode Island |
| ☐ Illinois | ☐ South Carolina |
| ☐ Indiana | ☐ South Dakota |
| ☐ Iowa | ☐ Tennessee |
| ☐ Kansas | ☐ Texas |
| ☐ Kentucky | ☐ Utah |
| ☐ Louisiana | ☐ Vermont |
| ☐ Maine | ☐ Virginia |
| ☐ Maryland | ☐ Washington |
| ☐ Massachusetts | ☐ West Virginia |
| ☐ Michigan | ☐ Wisconsin |
| ☐ Minnesota | ☐ Wyoming |
| ☐ Mississippi | |
| ☐ Missouri | |
| ☐ Montana | |

This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

Calanell Country Chevrolet
Company Name


Signature of Authorized Company Official

Averyt Knapp
Printed Name



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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.



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6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Caldwell Country Chevrolet
Name of Vendor

521-16
Proposal Invitation Number

[Signature]
Signature of Authorized Company Official

AVENT KNAPP
Printed Name of Authorized Company Official

August 29, 2016
Date



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FEDERAL AND STATE/PURCHASING COOPERATIVE DISCOUNT COMPARISON FORM

The Cooperative strives to provide its members with the best services and products at the best prices available. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with prices/discounts you offer federal and state entities and other interlocal purchasing cooperatives (collectively referred to as "purchasing cooperative" in this form). Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 93,210,000 (The period of the 12 month period is 8-15 / 8-16). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. Based on your written discounting policies are the discounts you offer the Cooperative equal to or better than the best price you offer other purchasing cooperatives acquiring the same items regardless of quantity or terms and conditions?

YES ☒ NO ☐

3. Based on your written discounting policies, provide the information requested below for other purchasing cooperatives, either in the chart below or in an equivalent format. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	DISCOUNT (%)	QUANTITY/VOLUME	FOB TERM
1. Federal General Services Adm.	NONE		
2. T-PASS	NONE		
3. U.S. Communities Purchasing Alliance	NONE		
4. The Cooperative Purchasing Network	NONE		
5. Houston-Galveston Area Council	NONE		
6. Other			

☐ MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 5 Proposed Discount (%): 5

Explanation: _____

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet
Company Name

[Signature]
Signature of Authorized Company Official
FORM L

Averyt Knapp
Printed Name

COMM.V.11.18.15



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GOVERNMENTAL REFERENCES AND PRICE/DISCOUNT INFORMATION

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Discount	Quantity/ Volume	FOB Term
1. Harris County	Robbie Rawlin	713-755-7567	Ø	150+	-
2. City of Houston	Lena Farris	832-393-8729	Ø	200+	-
3. City of Waco	Jody Copp	254-750-8062	Ø	50+	-
4. DPS	Lonnie Harms	512-424-2042	Ø	200+	-
5. Travis County	Mike Joyce	512-854-4658	Ø	100+	-

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? YES ☐ NO ☒ If YES, please explain:

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet
Company Name


Signature of Authorized Company Official

Averyt Knapp
Printed Name



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MARKETING STRATEGY

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: How your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)*

Attach additional pages if necessary.

We plan to contact each of our customers via mail, phone or email and let them know they can purchase vehicles through the Buyboard contract for best pricing.

Caldwell Country Chevrolet

Company Name

A handwritten signature in black ink, appearing to read "Averyt Knapp".

Signature of Authorized Company Official

AVERYT KNAPP

Printed Name



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CONFIDENTIAL/PROPRIETARY INFORMATION FORM

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:



NO, I certify that none of the information included with this Proposal is considered confidential or proprietary.



YES, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

(Attach additional sheets if needed.)



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B. Copyright Information

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:



NO, Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.



YES, Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: _____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Caldwell County Chevrolet

Company Name

A Knapp

Signature of Authorized Company Official

Averyt Knapp

Printed Name

August 29, 2016

Date



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VENDOR BUSINESS NAME FORM

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: Caldwell Country Chevrolet
*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (✓) one of the following:

Type of Business:

Individual/Sole Proprietor _____
Corporation _____
Limited Liability Company _____
Partnership ☒ _____
Other _____

If other, identify _____

State of Incorporation (if applicable): _____

Federal Employer Identification Number: 14-19569072
(Vendor must include a completed IRS W-9 form with their proposal)

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) CALDWELL COUNTRY CHEVROLET, LLC	
	Business name/disregarded entity name, if different from above CALDWELL COUNTRY CHEVROLET	
	Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☒ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☐ Other (see instructions) ▶ _____	
	☐ Exempt payee	
	Address (number, street, and apt. or suite no.) PO BOX 27	
	City, state, and ZIP code CALDWELL, TEXAS 77836	
List account number(s) here (optional)		
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

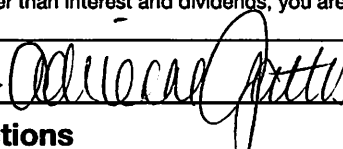
Social security number								
			-			-		
Employer identification number								
1	4	-	1	8	5	6	8	7 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ 

Date ▶ **8/29/2016**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



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EDGAR VENDOR CERTIFICATION FORM **(2 CFR Part 200 and Appendix II)**

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity.

By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Vendor Certification, Item 1 (Vendor Violation or Breach of Contract Terms)

- ☒ **YES, I agree to the above.** (Initial: MS)
- ☐ **NO, I do NOT agree to the above.** (Initial: _____)



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2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.

Vendor Certification, Item 2 (Termination for Cause or Convenience):

- ☒ **YES, I agree to the above.** (Initial: AM)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Vendor Certification, Item 3 (Equal Employment Opportunity):

- ☒ **YES, I agree to the above.** (Initial: AM)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-



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4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Vendor Certification, Item 4 (Davis-Bacon Act):

- ☒ **YES, I agree to the above.** (Initial: AM)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Vendor Certification, Item 5 (Contract Work Hours and Safety Standards Act):

- ☒ **YES, I agree to the above.** (Initial: AM)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-



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6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

Vendor Certification, Item 6 (Right to Inventions Made Under a Contract or Agreement):

- ☒ **YES, I agree to the above.** (Initial: AM)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Vendor Certification, Item 7 (Clean Air Act and Federal Water Pollution Control Act):

- ☒ **YES, I agree to the above.** (Initial: AM)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.



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Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor Certification, Item 8 (Debarment and Suspension):

- ☒ **YES, I agree / certify to the above.** (Initial: AM)
☐ **NO, I do NOT agree / certify to the above.** (Initial: _____)
-

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must 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 USC 1352. Each tier must 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 non-Federal award.

As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Vendor Certification, Item 9 (Byrd Anti-Lobbying Amendment):

- ☒ **YES, I agree to the above.** (Initial: AM)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



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Vendor Certification, Item 10 (Procurement of Recovered Materials):

- ☒ **YES, I agree to the above.** (Initial: AM)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Vendor Certification, Item 11 (Profit as Separate Element of Price):

- ☒ **YES, I agree to the above.** (Initial: AK)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-

12. General Compliance and Cooperation with Cooperative Members

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification, Item 12 (General Compliance and Cooperation with Cooperative Members):

- ☒ **YES, I agree to the above.** (Initial: AK)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Caldwell Country Chevrolet
Company Name

[Signature]
Signature of Authorized Company Official

AVENYI KNAPP
Printed Name



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REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- ☒ Completed: **Proposer's Agreement and Signature** (Form A)
- ☒ Completed: **Vendor Purchase Order, Request for Quotes, and Invoice Receipt Options** (Form B)
- ☒ Completed: **Felony Conviction Disclosure and Debarment Certification** (Form C)
- ☒ Completed: **Resident/Nonresident Certification** (Form D)
- ☒ Completed: **Historically Underutilized Business (HUB) Certification** (Form E)
- ☒ Completed: **Affirmation Regarding Construction Related Goods and Services** (Form F)
- ☒ Completed: **Deviation/Compliance Signature Form** (Form G)
- ☒ Completed: **Dealership Listings** (Form H)
- ☒ Completed: **Texas Regional Service Designation** (Form I)
- ☒ Completed: **State Service Designation** (Form J)
- ☒ Completed: **National Purchasing Cooperative Vendor Award Agreement** (Form K)
- ☒ Completed: **Federal and State/Purchasing Cooperative Discount Comparison Form** (Form L)
- ☒ Completed: **Governmental References and Price/Discount Information** (Form M)
- ☒ Completed: **Marketing Strategy** (Form N)
- ☒ Completed: **Confidential/Proprietary Information Form** (Form O)
- ☒ Completed: **Vendor Business Name Form with IRS Form W-9** (Form P)
- ☒ Completed: **EDGAR Vendor Certification Form** (Form Q)
- ☒ Completed: **Forms Checklist** (Form R)
- ☒ Completed: **Proposal Specification Form with Catalogs/Pricelists** (Form S), **Manufacturer Authorization Letters, Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Applicable Dealer License and Options List.**

**Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (*i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.*) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles. Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Chevrolet Model Vehicles

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
28	Chevrolet Sonic (1LS 1JU69)	Compact Sedan	Chevrolet Sonic (1LS 1JU69) Compact Sedan - Chevrolet Sonic 1LS 1JU69 Model complete with all manufacturer's standard equipment.	\$ <u>13,488.</u>	CHEVROLET SONIC	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
29	Chevrolet Spark (1DR48)	Compact Sedan	Chevrolet Spark (1DR48) Compact Sedan - Chevrolet Spark 1DR48 base model complete with all manufacturer's standard equipment.	\$ <u>11,815.</u>	CHEVROLET SPARK	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

- * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
30	Chevrolet Spark EV Electric (1CZ48)	Compact Sedan	Chevrolet Spark EV Electric (1CZ48) Compact Sedan - Chevrolet Spark 1CZ48 base model complete with all manufacturer's standard equipment.	\$ <u>37,440.</u>	CHEVROLET SPARK EV ELECTRIC	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
31	Chevrolet Volt-Electric (1RF68)	Compact Sedan	Chevrolet Volt-Electric (1RF68) Compact Sedan - Chevrolet Volt 1RF68 base model complete with all manufacturer's standard equipment.	\$ <u>28,990.</u>	CHEVROLET VOLT ELECTRIC	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
32	Chevrolet Cruze LS (1BR69)	Mid Size Sedan	Chevrolet Cruze LS (1BR69) Mid Size Sedan - Chevrolet Cruze LS 1BR69 Model complete with all manufacturer's standard equipment.	\$ <u>15,585.</u>	CHEVROLET CRUZE	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

- * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
33	Chevrolet Impala LS (1GX69)	Full Size Sedan	Chevrolet Impala LS (1GX69) Full Size Sedan - Chevrolet Implala LS Model complete with all manufacturer's standard equipment.	\$ <u>19,940.</u>	CHEVROLET IMPALA LS	Per section IV you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
34	Chevrolet Malibu LS (1ZC69)	Mid Size Sedan	Chevrolet Malibu LS (1ZC69) Mid Size Sedan - Chevrolet Malibu LS Model complete with all manufacturer's standard equipment.	\$ <u>17,988.</u>	CHEVROLET MALIBU LS	Per section IV you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
35	Chevrolet Trax (1JU76)	Sport Utility	Chevrolet Trax (1JU76) Sport Utility - Chevrolet Trax (1JU76) base model complete with all manufacturer's standard equipment.	\$ <u>17,978.</u>	CHEVROLET TRAX	Per section IV you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
36	Chevrolet Traverse (CR 14526)	Sport Utility	Chevrolet Traverse (CR 14526) Sport Utility - Chevrolet Traverse CR 14526 Model complete with all manufacturer's standard equipment.	\$ <u>22,875.</u>	CHEVROLET TRAVERSE	Per section IV you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
37	Chevrolet Equinox Model LS (1LF26)	Sport Utility	Chevrolet Equinox LS (1LF26) Sport Utility - Chevrolet Equinox LS Model complete with all manufacturer's standard equipment.	\$ <u>19,488.</u>	CHEVROLET EQUINOX LS	Per section IV you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
38	Chevrolet Tahoe (CC15706-1FL)	Sport Utility	Chevrolet Tahoe (CC15706-1FL) Sport Utility - Chevrolet Tahoe 2WD Model complete with all manufacturer's standard equipment.	\$ <u>35,745.</u>	CHEVROLET TAHOE	Per section IV you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
39	Chevrolet Suburban (CC15906-1FL)	Sport Utility	Chevrolet Suburban (CC15906-1FL) Sport Utility - Chevrolet Suburban 2WD 1/2 ton Model complete with all manufacturer's standard equipment.	\$ <u>37,445.</u>	CHEVROLET SUBURBAN	Per section IV you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
40	Chevrolet Colorado Pickup (12M53)	Extended Cab Pickup	Chevrolet Colorado Extended Cab (12M53) Pickup - Extended cab, 2WD, complete with all manufacturer's standard equipment.	\$ <u>19,475.</u>	CHEVROLET COLORADO EXTENDED CAB	Per section IV you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
41	Chevrolet Silverado 1500 Pickup (CC15903)	Full Size Pickup, 1/2 ton, Regular cab	Chevrolet Silverado 1500 Full Size (CC15903) Pickup - 1/2 ton, Regular Cab, 2WD complete with all manufacturer's standard equipment.	\$ <u>18,340.</u>	CHEVROLET SILVERADO 1500 REGULAR CAB	Per section IV you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
42	Chevrolet Silverado 2500HD Pickup (CC25903)	Full Size Pickup, 3/4 ton, Regular Cab	Chevrolet Silverado 2500HD Full Size (CC25903) Pickup - 3/4 ton, Heavy Duty Regular Cab, 2WD complete with all manufacturer's standard equipment.	\$ <u>22,690.</u>	CHEVROLET SILVERADO 2500HD REGULAR CAB	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
43	Chevrolet Silverado 3500HD Pickup (CC35903)	Full Size Pickup, 1 ton, Regular Cab	Chevrolet Silverado 3500HD Full Size (CC35903) Pickup - 1 ton, Regular Cab, 2WD complete with all manufacturer's standard equipment.	\$ <u>23,945.</u>	CHEVROLET SILVERADO 3500HD REGULAR CAB	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
43A	Chevrolet Colorado Chassis Cab (12M53)	Chassis Cab	Chevrolet Colorado Chassis Extended Cab (12M53) - Colorado Chassis Extended Cab, 2WD, complete with all manufacturer's standard equipment.	\$ <u>20,970.</u>	CHEVROLET COLORADO CHASSIS EXTENDED CAB	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
43B	Chevrolet Silverado 3500HD Chassis Cab (CC36003)	Chassis Cab	Chevrolet Silverado 3500HD Chassis Cab (CC36003) - Silverado 3500 Chassis Cab, 2WD, Regular Cab, complete with all manufacturer's standard equipment.	\$ <u>23,280.</u>	CHEVROLET SILVERADO 3500HD CHASSIS REGULAR CAB	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
43C	Chevrolet City Express Cargo Van (15S60)	Cargo Van	Chevrolet City Express (15S60) Cargo Van - Chevrolet City Express Cargo Van 1LS Front Wheel Drive, complete with all manufacturer's standard equipment.	\$ <u>19,335.</u>	CHEVROLET CITY EXPRESS CARGO VAN	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
43D	Chevrolet Express Cutaway (CG33503)	Cutaway Van	Chevrolet Express (CG33503) Cutaway Van - Chevrolet Express Cutaway Van, complete with all manufacturer's standard equipment.	\$ <u>19,938.</u>	CHEVROLET EXPRESS CUTAWAY VAN	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
43E	Chevrolet Caprice Police Package (PPV 1EW19)	Law Enforcement	Chevrolet Caprice (PPV 1EW19) Police Package - Police Vehicle, complete with all manufacturer's standard equipment.	\$ <u>23,885.</u>	CHEVROLET CAPRICE PPV	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
43F	Chevrolet Tahoe Police Package (PPV CC15706)	Law Enforcement	Chevrolet Tahoe (PPV CC15706) Police Package - 2 WD Police package with all manufacturer's standard equipment.	\$ <u>29,840.</u>	CHEVROLET TAHOE PPV	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

- * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
43G	Chevrolet Camaro (1AG37)	Sport Sedan	Chevrolet Camaro (1AG37) Sport Sedan - Chevrolet Camaro (1AG37) base model complete with all manufacturer's standard equipment.	\$ <u>23,110.</u>	CHEVROLET CAMARO	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
43H	Chevrolet SS Sedan (1EK69)	Sedan (4 door)	Chevrolet SS (1EK69) Sedan - Chevrolet SS (1EK69) Sedan base model; 4 door; complete with all manufacturer's standard equipment.	\$ <u>42,810.</u>	CHEVROLET SS SEDAN	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
43I	Chevrolet LCF 3500 12000 GVW	Low Cab Forward	Chevrolet LCF 3500 12000 GVW - gasoline engine, complete with all manufacturer's standard equipment.	\$ <u>40,315.</u>	CHEVROLET LCF 3500	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
43J	Chevrolet LCF 4500 14500 GVW	Low Cab Forward	Chevrolet LCF 4500 14500 GVW - gasoline engine, complete with all manufacturer's standard equipment.	\$ <u>40,920.</u>	CHEVROLET LCF 4500	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
43K	Chevrolet LCF 5500HD 17950 GVW	Low Cab Forward	Chevrolet LCF 5500HD 17950 GVW - diesel engine, complete with all manufacturer's standard equipment.	\$ <u>44,480.</u>	CHEVROLET LCF 5500HD	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

- * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
43L	Chevrolet LCF 5500XD 19500 GVW	Low Cab Forward	Chevrolet LCF 5500XD 19500 GVW - diesel engine, complete with all manufacturer's standard equipment.	\$ <u>45,965.</u>	CHEVROLET LCF 5500XD	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)

Section II: GMC Model Vehicles

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
44	GMC Terrain (TLF26)	Sport Utility	GMC Terrain (TLF26) Sport Utility - GMC Terrain SLE Model complete with all manufacturer's standard equipment.	\$ <u>NO BID</u>	NO BID	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
45	GMC Yukon (TC15706)	Sport Utility	GMC Yukon (TC15706) Sport Utility - GMC Yukon SLE Model complete with all manufacturer's standard equipment.	\$ <u>NO BID</u>	NO BID	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
46	GMC Canyon pickup (T2P53)	Extended Cab Pickup	GMC Canyon Extended Cab (T2P53) Pickup - Extended cab, 2WD, complete with all manufacturer's standard equipment.	\$ NO BID	NO BID	Per section IV you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
47	GMC Sierra Pickup (TC15703)	Full Size Pickup, 1/2 ton, Regular cab	GMC Sierra Full Size Pickup (TC15703) - 1/2 ton, Regular Cab, 2WD complete with all manufacturer's standard equipment.	\$ NO BID	NO BID	Per section IV you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
48	GMC Sierra 2500HD Pickup (TC25903)	Full Size Pickup, 3/4 ton, Regular Cab	GMC Sierra 2500HD Full Size (TC25903) Pickup - 3/4 ton, Heavy Duty Regular Cab, 2WD complete with all manufacturer's standard equipment.	\$ NO BID	NO BID	Per section IV you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Section III: Buick Model Vehicles						
Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
49	Buick Regal (4GU69) Sedan	Sedan (4 door)	Buick Regal (4GU69) Mid Size Sedan - Buick Regal 1SV Model complete with all manufacturer's standard equipment.	\$ NO BID	NO BID	Per section IV you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
50	Buick Encore (4JU76)	Sport Utility	Buick Encore (4JU76) Sport Utility - Buick Encore 1SB Model complete with all manufacturer's standard equipment.	\$ NO BID	NO BID	Per section IV you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
51	Buick Enclave (4V14526)	Sport Utility	Buick Enclave (4V14526) Sport Utility - Buick Enclave 1SD complete with all manufacturer's standard equipment.	\$ NO BID	NO BID	Per section IV you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

- * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Section IV: Chevrolet/Gmc/Buick Model Vehicles OPTIONS and EQUIPMENT- Options will be selected by the Cooperative member at the time of order. A COMPLETE LIST OF ALL OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!

Item No.	Specified Brand or Equal	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vehicle Options/Exceptions to Discount
52	Original Equipment Manufacturer (OEM) Options	Discount (%) off Original Equipment Manufacturer (OEM) Options	Discount (%) off all Original Equipment Manufacturer (OEM) Options.	5 %	CHEVROLET PRICE SCHEDULE	Per section IV you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
53	Third Party (not OEM) and Unpublished Options	Discount (%) off Third Party (not OEM) and Unpublished Options	Discount (%) off Third Party (not OEM) and Unpublished Options and Equipment.	0 %	NONE	Per section IV you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vehicle Options/Exceptions to Discount
54	Program Vehicles	Discount (%) off Program Vehicles (Lease and/or Pre-Owned)	Discount (%) off for all Program Vehicles (Lease and/or Pre-Owned).	5 %	NONE	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
55	Original Equipment Manufacturer (OEM) Parts	Discount (%) off OEM Parts	Discount (%) off Original Equipment Manufacturer (OEM) Parts.	10 %	CHEVROLET PARTS	NONE
56	Floor Plan Insurance	Discount (%) off Floor Plan Insurance	Discount (%) off Floor Plan Insurance (dealer inventory vehicles and upfitting vehicles).	0 %	NONE	NONE
57	Lot Insurance	Discount (%) off Lot Insurance	Discount (%) off Lot Insurance (dealer inventory vehicles and upfitting vehicles).	0 %	NONE	NONE

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vehicle Options/Exceptions to Discount
58	Extended Service Maintenance Agreements.	Discount (%) off Extended Service Maintenance Agreements.	Discount (%) off Extended Service Maintenance Agreements.	0 %	NONE	NONE

Section V: CHEVROLET/GMC/BUICK VEHICLE MODELS HOURLY LABOR RATE FOR REPAIR/SERVICE OF VEHICLES AND DELIVERY FEES

Item No.	Specified Brand or Equal	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
59	Repair/Service	Not to Exceed Hourly Labor Rate for Repair/Service	Hourly Labor Rate for Repair/Service of Vehicle - State the Not to Exceed hourly labor rate for Installation/Repair Service.	\$ 90.	NONE	NONE
60	Delivery Fees	Per Mile Delivery Fee for Vehicles	Per Mile Delivery Fee for Vehicles - State the per mile delivery fee for Vehicles.	\$ 2.85 /Per Mile	NONE	CUSTOMER PICKUP

PROPOSAL NOTE:

- * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.



**Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor
Addendum No. 3**

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Section I: Chevrolet Model Vehicles						
Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
454	Chevrolet Express Cargo Van (CG13405)	Cargo Van	Chevrolet Express (CG13405) Cargo Van - Chevrolet Express Cargo Van, base model, full size, front wheel drive, complete with all manufacturer's standard equipment.	\$ <u>20,435.</u>	CHEVROLET EXPRESS CARGO VAN	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
455	Chevrolet Express Passenger Van (CG23406)	Passenger Van	Chevrolet Express (CG23406) Passenger Van - Chevrolet Express Passenger Van, base model, full size front wheel drive, complete with all manufacturer's standard equipment	\$ <u>22,280.</u>	CHEVROLET EXPRESS PASSENGER VAN	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
456	Chevrolet Bolt EV All Electric (1FB48)	Compact Sedan	Chevrolet Bolt EV All Electric (1FB48) Compact Sedan - Chevrolet Bolt 1FB48 base model complete with all manufacturer's standard equipment.	\$ <u>36,945.</u>	CHEVROLET BOLT EV ELECTRIC	Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)



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**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 1**

**Proposal Invitation No. 521-16
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor**

The following information becomes a permanent part of the Proposal Invitation document:

PROPOSER'S AGREEMENT AND SIGNATURE FORM:

Contract Time Period: December 1, 2016 through November 30, 2017 with two (2) possible one-year renewals.

Proposal Opening Date and Time: September 1, 2016 at 2:00 P.M.

Anticipated Cooperative Board Meeting Date: October 2016

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: Caldwell Country Chevrolet

Address: PO Box 27 Caldwell, Texas 77836

Signature of Authorized Company Official: [Signature] Title: Fleet Director

Telephone Number: 979-567-6116 Date: August 29, 2016



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**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 2**

Proposal Invitation No. 521-16

Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

The following information becomes a permanent part of the Proposal Invitation document.

PROPOSAL SPECIFICATIONS:

For the following manufacturers, the detailed specifications for base model vehicles have been revised and updated.

- Chevrolet and GMC Detailed Specifications
- Chrysler, Dodge and Jeep Detailed Specifications
- Freightliner Detailed Specifications

The above referenced detailed specifications are available and should be downloaded at www.buyboard.com/vendor. Please download the **"UPDATED"** copy of the detailed specifications and disregard the previous version provided.

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: Caldwell Country Chevrolet

Address: PO BOX 27 Caldwell, Texas 77036

Signature of Authorized Company Official:  Title: Fleet Director

Telephone Number: 979-567-6116 Date: August 29, 2016



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**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 3**

**Proposal Invitation No. 521-16
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor**

The following information becomes a permanent part of the Proposal Invitation document.

PROPOSAL SPECIFICATIONS:

For the following manufacturers, the detailed specifications for base model vehicles have been revised and updated.

1. **Chevrolet** - detailed specifications have been revised to include line items No. 454, 455, and 456. These line items are included on page 2 of Addendum No. 3.
2. **Crane Carrier** - detailed specifications are available and should be downloaded at www.buyboard.com/vendor. Please download the "**UPDATED**" copy of the detailed specifications and disregard the previous version provided.

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: Caldwell Country Chevrolet

Address: PO Box 27 Caldwell, Texas 77836

Signature of Authorized Company Official:  Title: Fleet Director

Telephone Number: 979-567-6116 Date: August 29, 2016



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**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 4**

**Proposal Invitation No. 521-16
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor**

The following information becomes a permanent part of the Proposal Invitation document.

PROPOSAL SPECIFICATIONS:

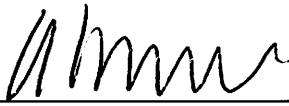
For the following manufacturers, the detailed specifications for base model vehicles have been revised and updated.

1. **Toyota** - detailed specifications have been revised to include line items No. 469. This line item is included on page 2 of Addendum No. 4.

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

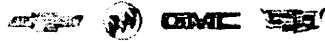
Company Name: Caldwell Country Chevrolet

Address: PO Box 27 Caldwell, Texas 77036

Signature of Authorized Company Official:  Title: Fleet Director

Telephone Number: 979-567-6116 Date: August 29, 2016

GENERAL MOTORS FLEET



August 31, 2016

General Motors
100 Renaissance Center
P.O. Box 100
Detroit, MI 48265

Re: Letter of Supply

This Letter of Supply is in reference to the offer for Caldwell Country Chevrolet in Caldwell, TX to participate in the bid process for the BuyBoard contract.

GM affirms that Caldwell Country Chevrolet is a GM dealer and is authorized to perform sales, service and parts functions for the GM vehicles they represent. General Motors will supply the dealer product and parts consistent with all other dealer that bid and win state, local or federal government contracts in line with current planned production. Dealers are made aware of GM's production plans, anticipated shortages and interruptions in the normal course of business. GM places the sole responsibility upon GM dealers to communicate and respond to their customers in a timely manner when these interruptions occur, especially if the interruption will impact product that was bid and won for a government contract. In the event production schedules cannot be met, GM makes every effort to supply acceptable substitutions whenever possible.

Sincerely,

A handwritten signature in cursive script that reads "Brian Bowden".

Brian Bowden
Government Sales Manager
General Motors Fleet

**MOTOR VEHICLE ADDENDUM
TO
GENERAL MOTORS LLC
Dealer Sales and Service Agreement
For Chevrolet Motor Vehicles**

CALDWELL COUNTRY CHEVROLET LLC

Dealer

CALDWELL, TEXAS

City, State

This Motor Vehicle Addendum is effective November 1, 2015, and is executed pursuant to Article 6.1 of the current Dealer Sales and Service Agreement in effect between Dealer and General Motors LLC.

Dealer, as an authorized General Motors LLC dealer, has the non-exclusive right to buy the following new Chevrolet Motor Vehicles subject to the terms and conditions of the Standard Provisions of the Dealer Sales and Service Agreement.

PASSENGER CARS

CAMARO, CAMARO CONVERTIBLE, CAPRICE*, CORVETTE, CRUZE, IMPALA, IMPALA LIMITED*,
IMPALA(MY-2013)*, MALIBU, SONIC, SPARK, SS, VOLT

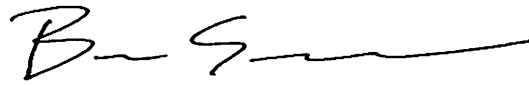
TRUCKS

AVALANCHE, C3500HD, CAPTIVA SPORT*, CITY EXPRESS, COLORADO, EQUINOX, EXPRESS,
SILVERADO, SUBURBAN, TAHOE, TRAVERSE, TRAX

*For Fleet Delivery only, requires valid Fleet Account Number.

This Motor Vehicle Addendum will remain in effect unless canceled by General Motors LLC or until superseded by a new Motor Vehicle Addendum furnished to Dealer by General Motors LLC. This Motor Vehicle Addendum cancels, replaces, and supersedes any previous Motor Vehicle Addendum furnished to Dealer by General Motors LLC.

GENERAL MOTORS LLC

By: 

Brian K. Sweeney, U. S. Vice President,
Chevrolet Sales and Service

Control No. 236099



Texas Department
of Motor Vehicles
MOTOR VEHICLE DIVISION

FRANCHISED MOTOR VEHICLE DEALER

FRANCHISE NO: F2615

GENERAL DISTINGUISHING NO:

P118166

Motorcycle Dealer

P48408

Motor Vehicle Dealer

P118167X

Trailer/Semitrailer Dealer

EXPIRES: 02/28/2017

PHYSICAL LOCATION:

800 STATE HIGHWAY 21 E

CALDWELL, TX 77836-4512

CALDWELL COUNTRY CHEVROLET, LLC
CALDWELL COUNTRY CHEVROLET, JON HILDEBRAND'S
CALDWELL COUNTRY
PO BOX 27
CALDWELL, TX 77836-0027

THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLLOWING LINE(S) OF NEW MOTOR VEHICLES:

CHEVROLET-AA, CHEVROLET-LT

ADDITIONAL LOCATION(S): For used vehicle sales only

200 W HIGHWAY 21, CALDWELL, TX 77836-1121 (CALDWELL COUNTRY FUN CENTER)

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION:

Daniel Avitia

Daniel Avitia, Director
Texas Department of Motor Vehicles
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.



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NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (Tex. Gov't CODE Ch. 2270)

"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. TEX. GOV'T CODE §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet
Company Name


Signature of Authorized Company Official

AVERYL KNAPP
Printed Name

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet
Company Name


Signature of Authorized Company Official

AVERYL KNAPP
Printed Name



City of Galveston

FLEET FACILITIES STAFF REPORT

August 7, 2019

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for the approval allowing the Fleet Facility to purchase the listed rolling stock (service F150 PU) and associated equipment from Silsbee Ford through Buy Board for a total price of \$22,352 and authorize the City Manager to execute the contract upon final approval by the City Attorney.

I. Background

- A. Funding for new equipment has been earmarked for the listed department(s).
- B. This new vehicle will replace unit 1109 (2008 Ram 1500 PU) that has been flagged by the Vehicle Replacement Program. Replaced units are cleaned and auctioned off benefiting city coffers.
- C. This unit will be utilized for transporting parts to/from parts houses in the Houston area.
- D. Buy Board, HGAC Buy and TXMAS are cooperative purchasing organizations that the city is a member of that performs bidding packages for local governments. The Fleet Facility has performed competitive bidding packages on past equipment purchases to assure that these purchases are a better option a majority of the time.
- E. The requested vehicle description(s) and their assignment(s) are listed below.
- F. The extended purchase price for this package is \$22,352.
- G. Silsbee Ford is located in Silsbee Texas.
- H. Delivery should be within 30 days from date of the purchase order issue.
- I. Additional equipment will be added by the dealer that was specified in the specification process as requested by the department.





City of Galveston

FLEET FACILITIES STAFF REPORT

II. Current Situation

The City Council will have to approve allowing the Fleet Facility to purchase the listed rolling stock (service F150 PU) and associated equipment from Silsbee Ford through Buy Board for a total price of \$22,352 and authorize the City Manager to execute the contract upon final approval by the City Attorney.

III. Alternatives in order of priority

A. City Council approves the purchase.

1. Cost - \$22,352
2. Timing - Delivery should be within 30 days.
3. Divisional Improvements - Will provide the city with needed equipment to perform duties. Newer equipment will reduce fleet operational costs and will improve operations.

B. City Council does not approve the purchase.

1. Cost - No additional cost at this time.
2. Timing - N/A
3. Divisional Improvements - City staff will not be able to function without needed equipment. Older equipment will take on a heavier load, which will increase operational costs. Operations will slow.

IV. Recommendation

Concur in Alternative A and approve allowing the Fleet Facility to purchase the listed rolling stock (service F150 PU) and associated equipment from Silsbee Ford through Buy Board for a total price of \$22,352 and authorize the City Manager to execute the contract upon final approval by the City Attorney.





City of Galveston

FLEET FACILITIES STAFF REPORT

V. Fiscal Impact Report

Requested by	David Smith Executive Director
Cost	\$22,352
Funding Source	Capital Outlay
Savings Estimation	Will help reduce unit repair costs on the older fleet vehicles and will assist with improving services.

VI. Environmental Impact

All listed vehicles are produced under current EPA standards.

Respectfully Submitted

David Smith
Executive Director



City of Galveston
Fleet Facility

COST BREAKDOWN

Requested Purchase

Item	Department	Count	Make	Model	Cost	Funding
A	Garage	1	Ford	F150 2DR Long Bed	\$ 22,352.00	Capital Outlay
					\$ 22,352.00	

City of Galveston

Municipal Garage Facilities

Light Duty Vehicle Purchase Request COG 2671-1

Please type in your answers in the green areas, save and return. The answer column is "drop down" select.

Vehicle model requested	F150
Quantity	1

Will your requested vehicle(s) be used for any of the following;

	Answer
Towing of trailers or any other equipment	Yes
Transporting items which require a truck bed due to size and/or weight	Yes
Surveillance activates	No
Long idling activities (running of warning lights)	No
Emergency code 2 or 3 activities	No
Pre and post storm activities	Yes
Transporting of four (4) persons or more	No
Rough terrain transportation which includes the need for high clearance	Yes
* Can it be considered that your requested vehicle by a Hybrid type vehicle?	No
* Can it be considered for your requested vehicle to be a smaller model vehicle?	No

Funding source? (Capital Outlay / Budget amendment ...)

Capital Outlay

Brief description of what vehicle(s) will be utilized for?

Used for transport of parts

Requesting Department Head

D. Smith

The Department Head making the vehicle request must be ready to explain the above answers to the City Council upon request.

PRODUCT PRICING SUMMARY BUYBOARD CONTRACT #521-16

Vehicles and Heavy Duty Trucks

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

End User: CITY OF GALVESTONPrepared by: RICHARD HYDERContact: DAVID SMITH 409.789.0673Phone: (409) 300-1385Email: DSMITH@GALVESTONTX.GOVEmail: rhyder.cowboyfleet@gmail.comProduct Description: FORD F150Date: August 6, 2019A. Bid Series: 133A. Base Price: \$ **19,670.00****B. Published Options [Itemize each below]**

Code	Options	Bid Price	Code	Options	Bid Price
F1C	2018 FORD F150 REG CAB 8' BED	\$ 1,195.00			
YZ	EXTERIOR WHITE	\$ -			
AG	INTERIOR GRAY 40/20/40	\$ -			
99B	3.3L V6 GAS	\$ -			
85A	POWER EQUIPMENT GROUP	\$ 912.00			
Total of B. Published Options:					\$ 2,107.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 0.0 %

Options	Bid Price	Options	Bid Price
IN STOCK			
Total of C. Unpublished Options:			\$ -

D. Pre-delivery Inspection:

\$ -

E. Texas State Inspection:

\$ -

F. Manufacturer Destination/Delivery:

\$ -

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

\$ -

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

\$ -

I. Contract Price Adjustment:

J. Additional Delivery Charge: 100 miles

\$ 175.00

K. Subtotal:

\$ 21,952.00

L. Quantity Ordered 1 x K =

\$ 21,952.00

M. Trade in:

N. BUYBOARD Administrative Fee (\$400 per purchase order)

\$ 400.00

O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE

\$ **22,352.00**



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

October 30, 2018

Sent via Email to: rhyder.cowboyfleet@gmail.com

Richard Hyder
Silsbee Ford
1211 US Hwy 96 N.
Silsbee TX 77656

Re: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor
BuyBoard Contract #521-16

The Local Government Purchasing Cooperative d/b/a BuyBoard® (Cooperative) awarded your company a contract under Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor, Contract No. 521-16, for which the current term is set to expire November 30, 2018. At this time, we are renewing your contract through November 30, 2019, subject to the following:

Program Vehicle Exclusion: *The Cooperative will not be renewing any contracts for the program vehicle categories listed on the attached Schedule A, and all contracts for these items will expire on November 30, 2018. Therefore, to the extent your company was awarded in any of the categories listed on Schedule A, such categories are specifically excluded from your contract renewal, and vendors will no longer be authorized to sell such program vehicles through Cooperative Contract No. 521-16 effective December 1, 2018.*

This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree with the renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me immediately via email at connie.burkett@tasb.org.

Reminder: All purchase orders must be processed through the BuyBoard. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member. Accepting orders directly from a member entity without Cooperative authorization is a violation of the terms of your contract. We request your assistance in immediately forwarding any orders received directly from member entities. Purchase orders may be sent to us either by fax (800-211-5454) or by email (info@buyboard.com). If by chance an order sent directly to you has been unintentionally processed, please forward it to the Cooperative and note it as **RECORD ONLY** to prevent duplication.

If you have questions or comments concerning this renewal, please contact me as soon as possible at connie.burkett@tasb.org. We appreciate your interest and participation in The Local Government Purchasing Cooperative.

Sincerely,



Connie W Burkett, *CTSBS*
Contract Administrator

SCHEDULE A

Contract No. 521-16, Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

CONTRACT CATEGORIES EXPIRING NOVEMBER 30, 2018 – NOT SUBJECT TO RENEWAL

- Item 6: Autocar Program Vehicles (Lease and/or Pre-Owned)
- Item 54: Chevrolet/GMC/Buick Program Vehicles (Lease and/or Pre-Owned)
- Item 92: Chrysler/Dodge/Jeep Program Vehicles (Lease and/or Pre-Owned)
- Item 109: Crane Carrier Program Vehicles (Lease and/or Pre-Owned)
- Item 159: Ford Program Vehicles (Lease and/or Pre-Owned)
- Item 177: Freightliner Program Vehicles (Lease and/or Pre-Owned)
- Item 190: Freightliner Sprinter Program Vehicles (Lease and/or Pre-Owned)
- Item 208: Honda Program Vehicles (Lease and/or Pre-Owned)
- Item 230: International Program Vehicles (Lease and/or Pre-Owned)
- Item 243: Isuzu Program Vehicles (Lease and/or Pre-Owned)
- Item 271: Kenworth Program Vehicles (Lease and/or Pre-Owned)
- Item 292: Mack Program Vehicles (Lease and/or Pre-Owned)
- Item 306: Mitsubishi Program Vehicles (Lease and/or Pre-Owned)
- Item 335: Nissan Program Vehicles (Lease and/or Pre-Owned)
- Item 360: Peterbilt Program Vehicles (Lease and/or Pre-Owned)
- Item 420: Toyota/Hino Program Vehicles (Lease and/or Pre-Owned)
- Item 432: Volvo Program Vehicles (Lease and/or Pre-Owned)
- Item 447: Western Star Program Vehicles (Lease and/or Pre-Owned)



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

October 19, 2016

Sent Via E-mail: rhyder.cowboyfleet@gmail.com

Richard Hyder
Silsbee Ford
1211 US Hwy 96 N.
Silsbee, TX 77656

Re: Notice of The Local Government Purchasing Cooperative Award

Proposal Name and Number: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
Proposal No. 521-16

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 12/1/2016 through 11/30/2017, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 521-16 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

- Vendor Quick Reference Sheet
- Electronic Catalog Format Instructions
- Vendor Billing Procedures

You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply.** Please forward by fax (1-800-211-5454) any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

Per proposal specifications, awarded vendors will have 30 days or sooner to submit their electronic catalog including pricing. If the electronic data is not provided within 30 days or sooner of notice of award, we reserve the right to inactivate any company's award information from the BuyBoard until such time the electronic data is received.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **BuyBoard Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas
BuyBoard

Procurement

Director

v.12.15

October 19, 2016

Sent Via E-mail: rhyder.cowboyfleet@gmail.com

Richard Hyder
Silsbee Ford
1211 US Hwy 96 N.
Silsbee, TX 77656

Re: Notice of National Purchasing Cooperative Piggy-Back Award

Proposal Name and Number: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
Proposal No. 521-16

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. As provided for in the Proposal and your National Purchasing Cooperative Vendor Award Agreement, you are authorized to sell the goods and services awarded under the Proposal to National Cooperative members in states other than Texas through the BuyBoard. The contract is effective 12/1/2016 through 11/30/2017, with two possible one-year renewals.

The National Cooperative membership list is available at our website www.buyboard.com/vendor. The list identifies the current members that may purchase awarded goods and services under your National Cooperative BuyBoard contract.

You are advised that receipt of a purchase order directly from a National Cooperative member is not within BuyBoard guidelines. Accepting purchase orders directly from Cooperative members may result in a violation of applicable competitive procurement law and termination of this National Cooperative BuyBoard contract. **Therefore, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Please forward by fax (1-800-211-5454) any order received directly from a National Cooperative member. If you inadvertently process a purchase order sent directly to you by a National Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

Per proposal specifications, awarded vendors will have 30 days or sooner to submit their electronic catalog including pricing. If the electronic data is not provided within 30 days or sooner of notice of award, we reserve the right to inactivate any company's award information from the BuyBoard until such time the electronic data is received.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact BuyBoard Procurement Staff at 800-695-2919.

Sincerely,



BuyBoard Procurement Director
v.12.15



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16738

PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Vehicles, Heavy Duty Trucks,
Police Motorcycles, Parts, and Service Labor

Proposal Opening Date and Time:
August 24, 2016 at 2:00 PM

Proposal Number: 521-16

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Time Period: December 1, 2016
through November 30, 2017 with two (2) possible
one-year renewals.

Anticipated Cooperative Board Meeting Date:
October 2016

Silsbee Ford

Name of Proposing Company

8/29/16

Date

1211 US Hwy 96 N

Street Address



Signature of Authorized Company Official

Silsbee TX 77656

City, State, Zip

Robert Swan

Printed Name of Authorized Company Official

409.895.3800

Telephone Number of Authorized Company Official

Fleet Director

Position or Title of Authorized Company Official

409.895.3884

Fax Number of Authorized Company Official

76-0533144

Federal ID Number

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions, General Terms and Conditions, Attachments/Forms, Item Specifications, and Line Items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;

E-y N-y H-N

USB & Printlist



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4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by another governmental entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format for posting on the BuyBoard as a prerequisite to activation of your contract;
5. You have clearly identified any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a Form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



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VENDOR PURCHASE ORDER, REQUEST FOR QUOTES, AND INVOICE RECEIPT OPTIONS

Company: Silsbee Ford General Contact Name: Richard Hyder

Purchase Orders: Purchase orders from Cooperative members will be available through the Internet or by facsimile.

Option 1: Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors that choose this option to assist them with retrieving their orders.

Option 2: Fax. Vendors need a designated fax line available at all times to receive purchase orders.

Please choose only one (1) of the following options for receipt of purchase orders and provide the requested information:

- ☒ I will use the **INTERNET** to receive purchase orders.
- E-mail Address: rhyder.cowboyfleet@gmail.com
- Internet Contact: Richard Hyder Phone: 409.300.1385
- Alternate E-mail Address: jrunnels.cowboyfleet@gmail.com
- Alternate Internet Contact: Jarrod Runnels Phone: 409.749.9556
- ☐ I will receive purchase orders via **FAX**.
- Fax Number: _____
- Fax Contact: _____ Phone: _____

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: rhyder.cowboyfleet@gmail.com

Alternate E-mail Address: jrunnels.cowboyfleet@gmail.com

Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Mailing address: 1211 US Hwy 96 N Department: Fleet

City: Silsbee State: TX Zip Code: 77656

Contact Name: Mary Falgout Phone: 409.960.8305

Fax: 409.895.3884 E-mail Address: mfgaltout.silsbeefleet@gmail.com

Alternative E-mail Address: tdurbin.cowboyfleet@gmail.com



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FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- ☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

Silsbee Ford

Company Name

Signature of Authorized Company Official

Robert Swan

Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Silsbee Ford

Company Name

Signature of Authorized Company Official

Robert Swan

Printed Name



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RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a person whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions. Please check (✓) one of the following.

☒ I certify that my company is a **Resident Proposer.**

☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name

Address

City

State

Zip Code

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☐ No

B. What is the prescribed amount or percentage? \$ _____ or _____ %

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas? Please check (✓) one of the following.

☒ Yes ☐ No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

Silsbee Ford

Company Name

Signature of Authorized Company Official

Robert Swan

Printed Name



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HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (✓) all that apply

- ☐ I certify that my company has been certified as a HUB in the following categories:
- ☐ **Minority Owned Business**
 - ☐ **Women Owned Business**
 - ☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

N/A

Name of Certifying Agency:

- ☒ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Silsbee Ford

Company Name

Robert Swan

Signature of Authorized Company Official

ROBERT SWAN

Printed Name



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AFFIRMATION REGARDING CONSTRUCTION-RELATED GOODS AND SERVICES

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, attached to this Form F, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services.

By signature below, the undersigned affirms that Proposer has read and understands the Advisory attached to this Form F and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

Silsbee Ford

Company Name

A handwritten signature in blue ink that reads "Robert Swan". The signature is written in a cursive style.

Signature of Authorized Company Official

Robert Swan

Printed Name

8/29/16

Date



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BUYBOARD PROCUREMENT AND CONSTRUCTION-RELATED GOODS AND SERVICES ADVISORY FOR TEXAS MEMBERS

Why make purchases using BuyBoard? Purchasing through a cooperative or "interlocal contract" satisfies the requirement of local governments to seek competitive procurement for the purchase of goods or services.¹ Therefore, you may purchase goods and services from a vendor through BuyBoard without having to conduct your own competitive procurement. If, however, you are procuring construction-related services through a BuyBoard Job Order Contract (JOC) or contract for the installation of equipment or materials (e.g., athletic fields and surfaces, kitchen equipment, HVAC, playground equipment, or modular buildings), you may, as explained in this Advisory, need to procure certain aspects of these services using a separate procurement process outside of the BuyBoard and should consult your procurement officer and/or legal advisor for specific advice.

What is BuyBoard's Procurement Process? The BuyBoard uses a competitive procurement process to award contracts to vendors for goods and services that the BuyBoard determines, based on an evaluation of multiple criteria, represents the best value for its members.

How does BuyBoard award a contract to a vendor? As a condition of being awarded a BuyBoard contract, a vendor is bound by and must agree to comply with all the terms of the BuyBoard's proposal invitation (or specifications), the vendor's proposal response, and any additional contract terms negotiated with the BuyBoard member. Among other things, the vendor must honor the pricing submitted in the vendor's proposal. **THE PRICE YOU PAY FOR THE GOODS AND SERVICES COVERED BY THE BUYBOARD CONTRACT MAY BE LESS THAN THE AWARDED PRICING, BUT CANNOT BE MORE.** Additionally, the vendor must comply with the BuyBoard contract's general terms and conditions, and any additional terms and conditions that apply to the specific BuyBoard contract, as set out in the proposal invitation.

How does a BuyBoard member make purchases through the BuyBoard contract? You utilize the awarded BuyBoard contract by issuing a signed purchase order through the BuyBoard online application to procure the selected goods or services. Although BuyBoard must receive a copy of the signed purchase order, BuyBoard does not review or approve the purchase order or other supplemental agreement that you obtain – this is a matter between you and the vendor. If construction-related services are procured through the BuyBoard, additional contracts with professionals and the contractor may be required, depending on the nature and scope of the services. As stated above, you should consult your procurement officer and/or legal advisor for specific advice.

How do I know that my entity has made a purchase through the BuyBoard?

BuyBoard must have a copy of the purchase order in order for the purchase to be considered a BuyBoard procurement. To ensure that your entity has satisfied state law requirements for competitive procurement, make sure that the BuyBoard has your purchase order. Do not rely on the vendor to submit the purchase order on your behalf; it is your responsibility to make sure that the BuyBoard has the signed purchase order. You may log in to www.buyboard.com using your member I.D. and password to view the Purchase Order Status Report to confirm that the purchase order is in the BuyBoard system.

What should BuyBoard members consider when using BuyBoard for construction-related purchases? While purchasing goods and services through BuyBoard satisfies your legal requirement to competitively procure a good or service, as a general matter you must keep in mind other legal requirements that may relate to the purchase, especially when using BuyBoard for construction-related procurement.



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When making construction-related purchases through a BuyBoard contract, BuyBoard members must consider the following:

- **Best value determination.** In compliance with Texas law and any local policy, your entity must first determine that purchasing through an interlocal contract or purchasing cooperative is the procurement method that will provide best value.ⁱⁱ This is done by the governing body (e.g., board of trustees, council, commissioners' court, etc.) or may be delegated by the governing body to an individual or committee, with written notice.
- **Products or services not covered by the BuyBoard contract.** The BuyBoard contract covers only the specific goods and services awarded by the BuyBoard. If you want to purchase from a BuyBoard vendor goods or services from a BuyBoard vendor that are not covered by the vendor's BuyBoard contract, such as architectural, design, or engineering services, you must procure them separately in accordance with state law and local policy.
- **Architectural or Engineering and Independent Testing services.** If your procurement includes a construction component that requires architectural or engineering services, you must procure those services separately. YOU MAY NOT PROCURE ARCHITECTURAL OR ENGINEERING SERVICES THROUGH A BUYBOARD CONTRACT. Texas law requires architectural and engineering services to be obtained in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and prohibits them from being procured through a purchasing cooperative.ⁱⁱⁱ
 - **Architecture.** A new building owned by a political subdivision having construction costs exceeding \$100,000 or an alteration or addition to an existing building having construction costs exceeding \$50,000 must have architectural plans and specifications prepared by an architect.^{iv} (An "alteration" or "addition" for purposes of this requirement requires the removal, relocation, or addition of a wall or partition or the alteration or addition of an exit.)
 - **Engineering.** If the goods or services procured through the BuyBoard will involve engineering in which the public health, welfare, or safety is involved, the plans for structural, mechanical, electrical, electronic, fire suppression, geotechnical systems, foundation design, surface water drainage, plumbing and certain roof modifications and associated estimates must be prepared by an engineer, and the engineering construction must be performed under the direct supervision of an engineer.^v The Engineering Practice Act provides two exceptions to this rule – no engineer is required if (1) the project involves mechanical or electrical engineering and will cost \$8,000 or less, or (2) the project does not require mechanical or electrical engineering and will cost \$20,000 or less.^{vi}
 - **Independent Testing.** If acceptance of a facility by a public entity involves independent testing of construction materials engineering and/or verification testing services, the testing services should be procured under the Professional Services Procurement Act, and may not be procured under a BuyBoard contract.
 - **Written Certification.** Effective 09/01/2013, a local governmental entity purchasing construction-related goods and services through a cooperative in an amount that exceeds \$50,000 must designate a person to certify in writing that the project does not require the preparation of plans or specifications by an architect or engineer OR that an architect or engineer has prepared the plans or specifications.^{vii}



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- **Bonds.** You must also consider whether the vendor is required to provide a payment or performance bond. A payment bond is required for contracts that exceed \$25,000 to protect subcontractors who supply labor or materials for the project. A performance bond is required for a contract that exceeds \$100,000, to protect the local government if a contractor fails to complete the project.^{viii} Without payment and performance bonds, if the contractor fails to pay its subcontractors or to complete the project, the public entity that entered the contract can be held responsible for payment claims or costs to complete.
- **Construction Contract.** Even though the procurement of construction or construction-related services may be through the BuyBoard, your construction contract is between your entity and the contractor. The BuyBoard contract's general terms and conditions, standing alone, are not sufficient to document your entity's specific transaction. THEREFORE, YOU SHOULD USE AN APPROPRIATE FORM OF CONSTRUCTION CONTRACT JUST AS YOU WOULD DO IF YOU PROCURED CONSTRUCTION SERVICES INDEPENDENTLY, USING COMPETITIVE SEALED PROPOSALS. The contract must contain provisions required by state law including: performance and payment bonds, requirements for payment of prevailing wages to all construction workers, workers' compensation coverage for all workers and, on projects where contractor employees may have direct contact with students, criminal history record checks. Other provisions which should be considered in the construction contract are retainage, contingency, liquidated damages and dispute resolution, among others. By supplementing the BuyBoard contract with an appropriate form of construction contract, you ensure that your entity's unique interests are addressed and that your entity can enforce the contract directly.
- **Legal advice.** Because of the variety of laws that relate to construction-related purchasing and the potential risk of high exposure, you are well-advised to consult with your entity's legal counsel before procuring construction-related goods and services under any procurement method, including a purchasing cooperative.

This Advisory is provided for educational purposes only to facilitate a general understanding of the law. This Advisory is neither an exhaustive treatment on the subject nor is it intended to substitute for the advice of an attorney.

For more information about BuyBoard, contact us at 800-695-2919.

-
- i. Tex. Gov't Code §791.025 and Tex. Local Gov't Code §271.102.
 - ii. Tex. Ed. Code §44.031(a) (school districts); Tex. Local Gov't Code §252.043(a)(municipalities) and §262.022(5-a) and §262.027(counties)
 - iii. Tex. Gov't Code §2254.004 and §791.011(h)
 - iv. Tex. Occ. Code §1051.703
 - v. Tex. Occ. Code §1001.0031(c)
 - vi. Tex. Occ. Code §1001.053
 - vii. Tex. Gov't Code §791.011(j), effective September 1, 2013
 - viii. Tex. Gov't Code §2253.021(a)

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DEVIATION AND COMPLIANCE SIGNATURE FORM

If your company intends to deviate from the General Terms and Conditions, Item Specifications or other requirements associated with this Proposal Invitation, you must list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form, an attachment to this form, or elsewhere in your Proposal. (If you do not provide the information on or as an attachment to this form, the information must be clearly identified in your Proposal.) The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Item Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation.

☒ **No;** Deviations

☐ **Yes;** Deviations

List and fully explain any deviations you are submitting:

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☒ Common Carrier ☐ Company Truck ☐ Prepaid and Add to Invoice ☐ Other:

2. Payment Terms: ☒ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other:

3. Number of Days for Delivery: 60-90 ARO

4. Vendor Reference/Quote Number: 521-16

5. State your return policy:

25% restocking fee during first 30 days after delivery

6. Are electronic payments acceptable? ☒ Yes ☐ No

7. Are credit card payments acceptable? ☐ Yes ☒ No

Silsbee Ford

Company Name

Robert Swan

Signature of Authorized Company Official

FORM G

Robert Swan

Printed Name

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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary.

Silsbee Ford

Company Name

1211 US Hwy 96 N

Address

Silsbee

TX

77656

City

State

Zip

409.895.3800

409.895.3884

Phone Number

Fax Number

Robert Swan

Contact Person

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person



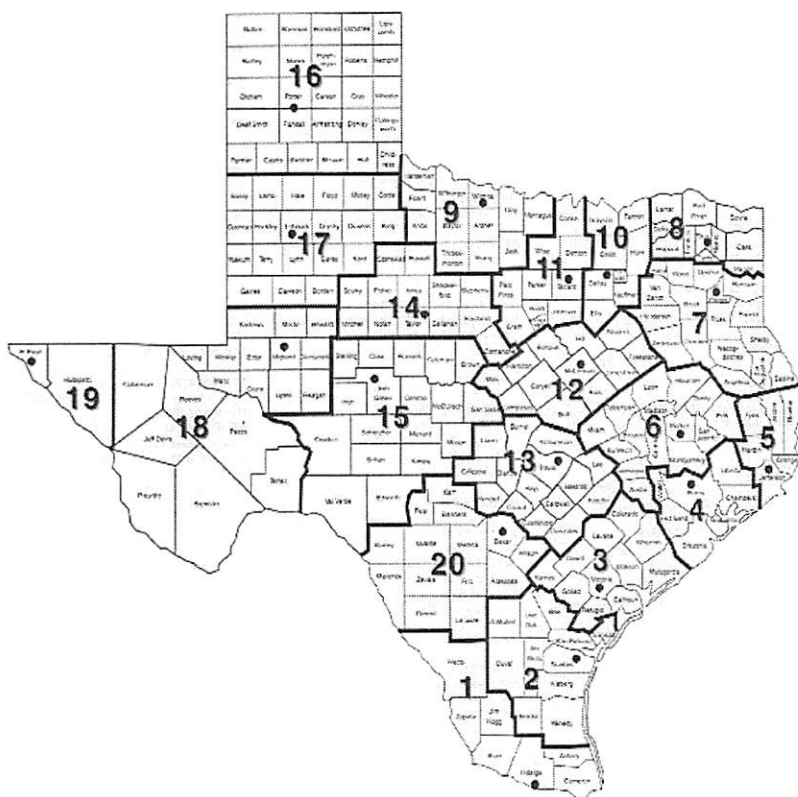
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TEXAS REGIONAL SERVICE DESIGNATION

Unless you designate otherwise on this form, you agree to service members of The Local Government Purchasing Cooperative statewide!

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



- ☒ I will service Texas Cooperative members statewide.
- ☐ I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

Region	Headquarters
☐ 1	Edinburg
☐ 2	Corpus Christi
☐ 3	Victoria
☐ 4	Houston
☐ 5	Beaumont
☐ 6	Huntsville
☐ 7	Kilgore
☐ 8	Mount Pleasant
☐ 9	Wichita Falls
☐ 10	Richardson
☐ 11	Fort Worth
☐ 12	Waco
☐ 13	Austin
☐ 14	Abilene
☐ 15	San Angelo
☐ 16	Amarillo
☐ 17	Lubbock
☐ 18	Midland
☐ 19	El Paso
☐ 20	San Antonio

Silsbee Ford

Company Name

Robert Swan

Signature of Authorized Company Official

Robert Swan

Printed Name

- ☐ I will not service members of the Texas Cooperative.



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STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

☒ I will service all states in the United States.

☐ I will not service all states in the United States. I will service only the states checked below:

- | | |
|--|---|
| ☐ Alabama | ☐ Nebraska |
| ☐ Alaska | ☐ Nevada |
| ☐ Arizona | ☐ New Hampshire |
| ☐ Arkansas | ☐ New Jersey |
| ☐ California (Public Contract Code 20118 & 20652) | ☐ New Mexico |
| ☐ Colorado | ☐ New York |
| ☐ Connecticut | ☐ North Carolina |
| ☐ Delaware | ☐ North Dakota |
| ☐ District of Columbia | ☐ Ohio |
| ☐ Florida | ☐ Oklahoma |
| ☐ Georgia | ☐ Oregon |
| ☐ Hawaii | ☐ Pennsylvania |
| ☐ Idaho | ☐ Rhode Island |
| ☐ Illinois | ☐ South Carolina |
| ☐ Indiana | ☐ South Dakota |
| ☐ Iowa | ☐ Tennessee |
| ☐ Kansas | ☐ Texas |
| ☐ Kentucky | ☐ Utah |
| ☐ Louisiana | ☐ Vermont |
| ☐ Maine | ☐ Virginia |
| ☐ Maryland | ☐ Washington |
| ☐ Massachusetts | ☐ West Virginia |
| ☐ Michigan | ☐ Wisconsin |
| ☐ Minnesota | ☐ Wyoming |
| ☐ Mississippi | |
| ☐ Missouri | |
| ☐ Montana | |

This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

Silsbee Ford

Company Name

Signature of Authorized Company Official

Robert Swan

Printed Name



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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.



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6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Silsbee Ford

Name of Vendor

A handwritten signature in blue ink that reads "Robert Swan".

Signature of Authorized Company Official

521-16

Proposal Invitation Number

Robert Swan

Printed Name of Authorized Company Official

8/29/16

Date



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FEDERAL AND STATE/PURCHASING COOPERATIVE DISCOUNT COMPARISON FORM

The Cooperative strives to provide its members with the best services and products at the best prices available. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with prices/discounts you offer federal and state entities and other interlocal purchasing cooperatives (collectively referred to as "purchasing cooperative" in this form). Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 115,024,000 .00 (The period of the 12 month period is 8/1/15 / 8/1/16). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. Based on your written discounting policies are the discounts you offer the Cooperative equal to or better than the best price you offer other purchasing cooperatives acquiring the same items regardless of quantity or terms and conditions?

YES ☒ NO ☐

3. Based on your written discounting policies, provide the information requested below for other purchasing cooperatives, either in the chart below or in an equivalent format. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	DISCOUNT (%)	QUANTITY/VOLUME	FOB TERM
1. Federal General Services Adm.			
2. T-PASS	5%	300 units	net 30
3. U.S. Communities Purchasing Alliance			
4. The Cooperative Purchasing Network			
5. Houston-Galveston Area Council	6%	245 units	net 30
6. Other			

☐ MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 6% Proposed Discount (%): 6%

Explanation: _____

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Silsbee Ford

Company Name

Signature of Authorized Company Official

Robert Swan

Printed Name

FORM L

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GOVERNMENTAL REFERENCES AND PRICE/DISCOUNT INFORMATION

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Discount	Quantity/ Volume	FOB Term
1. Harris County	Syd Sexton	713.374.2278	6%	540	net 30
2. City of Austin	Kenneth Wykoff	512.978.2637	6%	702	net 30
3. City of Houston	Lena Farris	832.393.8729	5%	603	net 30
4. City of San Antonio	L.D. McGarity	210.207.7814	6%	628	net 30
5. TX Parks & Wildlife	John Wyatt	512.389.4964	5%	352	net 30

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? **YES** ☐ **NO** ☒ If YES, please explain:

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

Silsbee Ford

Company Name

Signature of Authorized Company Official

Robert Swan

Printed Name



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MARKETING STRATEGY

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: How your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)*

Attach additional pages if necessary.

Please see attached.

Silsbee Ford

Company Name

A handwritten signature in blue ink that reads "Robert Swan". The signature is written in a cursive style.

Signature of Authorized Company Official

Robert Swan

Printed Name

Silsbee Ford Qualifying and Marketing Statements

A. Company

1. History—Silsbee Ford Inc. is located in Silsbee TX and are staffed by the award winning group previously employed by Philpott Motors Ltd. This Fleet and Government sales department has been active since 1995 with 70,000 (and counting) vehicles sold to over 3000 different customers across the country. Since 2002, this group has been the largest supplier of Ford vehicles to government customers in the United States. The group has held government vehicle contracts with H-GAC since 1997, TASB BuyBoard since 2005, Tarrant County Cooperative since 2002, and the State of Texas TBPC/TPASS since 2000.
2. Salespersons—Headed by Fleet Director Bobby Swan, Silsbee Fleet currently has 6 salespersons with a combined 90+ years of government sales expertise.
 - a. Cuyler Dodson—20 years government sales experience, office located in Montgomery Texas, toll free phone 936.597.5108, email cuylerdodson@gmail.com
 - b. Ken Durbin—20 years government sales experience, office located in Silsbee Texas, direct phone 409 284-1009, email kdurbin.cowboyfleet@gmail.com
 - c. Rick Brown—10 years sales experience, office located in Silsbee TX, direct phone 409.659.1555, email rbrown.silsbeefleet@gmail.com
 - d. Glen Angelle—8 years government sales experience, office located in Silsbee TX, direct phone 409.880.9191, email gangelle.cowboyfleet@gmail.com
 - e. Jarrod Runnels—15 years government sales experience, office located in Silsbee TX, direct phone 409.749.9556, email fleetsales@outlook.com
 - f. Richard Hyder—20 years government sales experience, office located in Silsbee TX, direct phone 409.300.1385, email rhyder.cowboyfleet@gmail.com
3. Outlets—Most vehicles are delivered from our facility in Silsbee. However, Silsbee Fleet can drop ship vehicles to many Ford locations for easy and cost effective delivery to our end users.
4. Support Centers—Vehicle warranty items can be handled at any manufacturer outlet. Problems with additional equipment will be handled on a case by case basis. If necessary, Silsbee Fleet will send technicians to the site of the problem vehicle for repair.
5. Annual sales

- a. 2014-15--\$49M in revenues, 2028 government vehicles sold
- b. 2016--\$115M in revenues, 3150 government vehicles sold (and counting)

B. Distribution

1. Processing and Shipping—Silsbee Fleet directly processes all vehicles from order to delivery. Vehicles are prepared and outfitted by our dedicated fleet technicians in our new facility in Silsbee, Texas. Additional equipment items, ranging from a simple toolbox to a \$25,000 emergency equipment build, are handled on premises. On larger delivery quantities, Silsbee Fleet subcontracts with a fully insured common carrier to expedite delivery while keeping purchased vehicle mileages at a minimum. A frequently used common carrier is Texas Auto Carriers, 5765 Bicentennial, San Antonio Texas. (210) 666-3333.
2. Retail Store locations—Silsbee Fleet's main office is located 1211 U.S Hwy 96 North, Silsbee, Texas.
3. Hours of operation—8:00am to 5:30pm Monday through Friday. Sales and service associates can also be reached after hours by cell. Phone numbers to the various offices and salespersons are attached.
4. Procedures—the Silsbee Fleet staff has a great deal of experience with government customers having held multiple government contracts for the last 20 years consecutively. Quotations are prepared and purchase orders received by individual salespersons. The purchase orders and accompanying documentation are then forwarded to the main office in Silsbee where they are processed using a central database system for record keeping. At all times during the order to delivery process, any salesperson or support staff can answer questions or determine status from any customer inquiry. Billing is prepared along with the completed vehicle(s) unless a customer requests advanced or special invoicing. Silsbee accepts checks and wire transfers.

C. Marketing

1. Plan—Silsbee Ford has been very active in promoting vehicle and equipment products in the government sector. We advertise in national law enforcement magazines such as "Police Fleet Manager", sponsor the Texas Police Chief Association, and attend important trade shows such as NAFA, Texas Sheriff's Show, Texas Police Chief Show, Police Fleet Expo East and Police Fleet Expo West. In addition, our experienced salespersons routinely contact our customers to stay acquainted with their vehicle and equipment needs. When new products become available, salespersons often bring demonstrators and pilot vehicles directly to the customer. We also use a combination of direct mail, e-mail, and internet presence

to inform our customers of sales specials, manufacturer updates, and cooperative purchasing information.

2. **Contract education**—All of Silsbee Fleet’s salespersons and staff are familiar with various cooperative purchasing contracts including contracts awarded by TASB BuyBoard. Still, continuing education is essential. When a new contract is awarded, the sales team and staff meet to discuss marketing and strategy for it, as well as any new contract language or requirements. They also review the pricing and specifications for the various items it contains. Additional meetings are held quarterly to dissect any problems or issues that arise. If new pricing and/or contract rules are implemented during the contract, the contract manager schedules an immediate meeting to keep the salespersons and staff up to date.
3. **End-User Complaints**—Silsbee Ford believes that customer service is paramount. When the occasional problem arises, a quick and efficient correction is in the best interest of the end user, Silsbee Ford, and the contracting entity. Often, a speedy resolution to a customer complaint is also the best sales tool for future orders. To that end, our approach to customer issues has historically been to “do graciously in the beginning what will be required in the end.” In a nutshell, just fix the problem without fuss. Each salesperson is empowered to fix a typical customer problem without the need for a layered management approval. If a customer simply cannot be satisfied, Silsbee Fordt will consider a reorder/replacement vehicle at no additional cost to the customer.

D. Account Manager—The Silsbee Ford BuyBoard account manager for 521-16 will be Richard Hyder. He can be reached at: direct phone 409.300.1385 and email at rhyder.cowboyfleet@gmail.com

E. Products

1. **Products provided**—Silsbee Ford is a Texas Automobile Dealer with Ford franchise P34381. Ford vehicles offered include sedans, sport utilities, vans, trucks, and crossovers. A complete description of vehicles and equipment offered is found in the Bid Forms.
2. **Services**—The Silsbee Fleet group specializes in law enforcement vehicles, providing packaged and custom installs for our police and fire customers, and is the largest supplier and installer of such equipment in the United States. Because of our expertise in this field, we also act as a consultant to various government entities, providing recommendations and education as law enforcement technology improves. The office staff routinely provides customers with current vehicle status, logistics and shipping recommendations, spec analysis, and budget preparation.

3. Backorder policy—In the event that an item is backordered, Silsbee Fleet will handle the conversion to the new order for the benefit of the customer. An additional purchase order will not be necessary. Pricing will hold firm unless the customer requests additions or deletions to the new order.
4. Information capacity-- Silsbee Ford not only has access to the latest manufacturer developments; we are often involved in their conception and integration. Because of our volume and customer relationships, Ford often requests that we obtain feedback from customers regarding vehicle performance, service issues, technical information, and potential option changes. This information is often passed on to customers to assist in their decision process on future purchases. In addition, we have a direct relationship with many aftermarket products including the latest in law enforcement technology. We provide measurements, technical information, and even demo vehicles to various equipment manufacturers to help them design and improve their products. We convey the experiences of our real world customers to manufacturers which facilitates upgrades in many types of products.

F. Administration

1. Capacity—Silsbee Ford has the personnel and communication capacity to handle a large volume of orders in an efficient and timely manner. Unlike in some smaller fleet operations, the customers can get answers, receive quotations, and place orders without delay. Each fleet salesperson can individually accept customer orders through direct contact, mail, email, and fax. In addition, we have a planned addition to our website which will allow for direct input of orders by customers. After orders are accepted by our salespersons, they are funneled to the main office where they are checked again for accuracy and completeness before additional processing. For payment, we accept checks, wire transfers, and credit cards.
2. Order processing—Silsbee Ford does not use an all-inclusive e-commerce system. It is our belief that ascertaining the needs of the customer involves much more than simply accepting a computer generated order. Often customers know what they want/need, but are unsure exactly which vehicle or options fill that demand. Without customer communication, the potential for an order error is simply too great. Our process is still simple and efficient. After communicating with a fleet salesperson, a purchase order is issued for the amount of the quotation. A database entry is created in-house for each vehicle involved and all information pertaining to the sale (customer info, vehicle info, purchase order, delivery specifics, etc) is entered. Each vehicle is treated as a separate sales/work project. PO# issue dates, factory order dates, manufacturer ETAs, arrival dates, work order dates, completion dates, delivery/billing dates and payment dates are all logged into this central source

as they happen. Inventory, status reports, and billing are generated for salespersons, fleet staff, and customers as necessary.

3. Existing cooperative purchasing programs—Silsbee Ford has had great success at administering government contracts and keeping a wide repeat customer base. Approximately 70% of the group's total sales volume is through multi-year cooperative purchasing contracts. In the past, contracts won by the Silsbee Ford have experienced tremendous growth both in numbers of customers and numbers of orders in large part due to the Silsbee Ford's existing customer base and its marketing efforts. Recently, the Fleet group held the following government contracts:
 - a. H-GAC VE11-15 Cars and Light Trucks—245+ vehicles delivered in TX, CA, NM, AL, NJ, RI, FL, NC, TN, DC, WA, MD, AND MN
 - b. TASB BuyBoard 430-13 Cars and Trucks—3700+ vehicles delivered
 - c. State of Texas 071-072-A2 Fleet Automobiles and Trucks—300+ vehicles delivered

G. Commitment Statements

1. Corporate Commitment—The staff at Silsbee Ford have a history of unparalleled sales and service to state and local governments. For the last 20 years, the group has been one of the nation's largest provider of government vehicles. Significant investments are continuing to be made at Silsbee in dealership facilities, staff, training, and inventory to continue leadership in this category. We employ the highly trained and experienced sales and support staff necessary to handle large volumes of customer contacts and orders in from the government sector.
2. Pricing Commitment—Silsbee Ford is committed to providing the very best pricing and service to its customers. The pricing contained in bid 521-16 reflects the lowest pricing and greatest value that we can offer. We are constantly working with manufacturers to provide the greatest incentives to our government customers. In the event that incentives increase or prices are lowered by the manufacturer, we will adjust as necessary and continue to provide BuyBoard end users the lowest possible price.
3. Sales Commitment—The Silsbee Fleet group has a history of aggressively marketing its products, services, and contracts nationwide. We have a presence in state and national trade shows, often in conjunction with manufacturers and cooperative contracting agencies. We communicate with customers via email, direct mail, and phone to explain the value and ease of cooperative purchasing. We would strongly urge BuyBoard to review our history and to pay particular attention to the number of purchase orders generated over the length of contracts 358-10 (as Philpott Ford)

and 430-13 (as Silsbee Ford). We welcome any comparison to the sales results from competing automobile vendors.



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CONFIDENTIAL/PROPRIETARY INFORMATION FORM

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

☒

NO, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐

YES, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

(Attach additional sheets if needed.)



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B. Copyright Information

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:



NO, Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.



YES, Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: _____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Silsbee Ford

Company Name

Signature of Authorized Company Official

Robert Swan

Printed Name

8/29/16

Date



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VENDOR BUSINESS NAME FORM

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: Silsbee Ford Inc.

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (✓) one of the following:

Type of Business:

Individual/Sole Proprietor _____

Corporation _____

Limited Liability Company _____

Partnership _____

Other _____

x

If other, identify _____

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 76-0533144

(Vendor must include a completed IRS W-9 form with their proposal)

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Silsbee Ford

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) SILSBEE FORD INC	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ ☐ Other (see instructions) ▶	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
Address (number, street, and apt. or suite no.) PO BOX 815 City, state, and ZIP code SILSBEE TX 77656	Requester's name and address (optional)
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-			-		

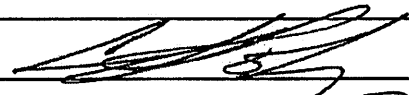
Employer identification number								
7	6	-	0	5	3	3	1	4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 8/29/16
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



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EDGAR VENDOR CERTIFICATION FORM **(2 CFR Part 200 and Appendix II)**

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which **may** be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity.

By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Vendor Certification, Item 1 (Vendor Violation or Breach of Contract Terms)

☒ **YES, I agree to the above.** (Initial: ES)

☐ **NO, I do NOT agree to the above.** (Initial: _____)



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2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.

Vendor Certification, Item 2 (Termination for Cause or Convenience):

- ☒ **YES, I agree to the above.** (Initial: RS)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Vendor Certification, Item 3 (Equal Employment Opportunity):

- ☒ **YES, I agree to the above.** (Initial: RS)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-



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4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Vendor Certification, Item 4 (Davis-Bacon Act):

- ☒ **YES, I agree to the above.** (Initial: RS)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Vendor Certification, Item 5 (Contract Work Hours and Safety Standards Act):

- ☒ **YES, I agree to the above.** (Initial: RS)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-



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6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

Vendor Certification, Item 6 (Right to Inventions Made Under a Contract or Agreement):

- ☒ **YES, I agree to the above.** (Initial: RS)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Vendor Certification, Item 7 (Clean Air Act and Federal Water Pollution Control Act):

- ☒ **YES, I agree to the above.** (Initial: RS)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.



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Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor Certification, Item 8 (Debarment and Suspension):

- ☒ **YES, I agree / certify to the above.** (Initial: es)
☐ **NO, I do NOT agree / certify to the above.** (Initial: _____)
-

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must 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 USC 1352. Each tier must 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 non-Federal award.

As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Vendor Certification, Item 9 (Byrd Anti-Lobbying Amendment):

- ☒ **YES, I agree to the above.** (Initial: es)
☐ **NO, I do NOT agree to the above.** (Initial: _____)
-

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



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Vendor Certification, Item 10 (Procurement of Recovered Materials):

- ☒ **YES, I agree to the above.** (Initial: RS)
☐ **NO, I do NOT agree to the above.** (Initial: _____)

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Vendor Certification, Item 11 (Profit as Separate Element of Price):

- ☒ **YES, I agree to the above.** (Initial: RS)
☐ **NO, I do NOT agree to the above.** (Initial: _____)

12. General Compliance and Cooperation with Cooperative Members

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification, Item 12 (General Compliance and Cooperation with Cooperative Members):

- ☒ **YES, I agree to the above.** (Initial: RS)
☐ **NO, I do NOT agree to the above.** (Initial: _____)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Silsbee Ford

Company Name

Robert C. Swan

Signature of Authorized Company Official

ROBERT SWAN
Printed Name



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REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- ☒ Completed: **Proposer's Agreement and Signature** (Form A)
- ☒ Completed: **Vendor Purchase Order, Request for Quotes, and Invoice Receipt Options** (Form B)
- ☒ Completed: **Felony Conviction Disclosure and Debarment Certification** (Form C)
- ☒ Completed: **Resident/Nonresident Certification** (Form D)
- ☒ Completed: **Historically Underutilized Business (HUB) Certification** (Form E)
- ☒ Completed: **Affirmation Regarding Construction Related Goods and Services** (Form F)
- ☒ Completed: **Deviation/Compliance Signature Form** (Form G)
- ☒ Completed: **Dealership Listings** (Form H)
- ☒ Completed: **Texas Regional Service Designation** (Form I)
- ☒ Completed: **State Service Designation** (Form J)
- ☒ Completed: **National Purchasing Cooperative Vendor Award Agreement** (Form K)
- ☒ Completed: **Federal and State/Purchasing Cooperative Discount Comparison Form** (Form L)
- ☒ Completed: **Governmental References and Price/Discount Information** (Form M)
- ☒ Completed: **Marketing Strategy** (Form N)
- ☒ Completed: **Confidential/Proprietary Information Form** (Form O)
- ☒ Completed: **Vendor Business Name Form with IRS Form W-9** (Form P)
- ☒ Completed: **EDGAR Vendor Certification Form** (Form Q)
- ☒ Completed: **Forms Checklist** (Form R)
- ☒ Completed: **Proposal Specification Form with Catalogs/Pricelists** (Form S), **Manufacturer Authorization Letters, Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Applicable Dealer License and Options List.**
~~Catalogs/Pricelists must be submitted with proposal response or response will not be considered.~~

ROD



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (*i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.*) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

Robert J. Swan

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles. Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Ford Model Vehicles

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
116	Ford Taurus SE (P2D)	Full Size Sedan	Taurus SE Sedan (P2D) - Taurus SE Trim Package, 3.5L V6 engine, complete with all manufacturer's standard equipment.	\$ 18,873.00	FORD TAURUS SEDAN SE P2D	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
117	Ford Fusion S (P0G)	Mid Size Sedan	Fusion S Sedan (P0G) - Fusion S Trim Package, 2.5L I4 engine, complete with all manufacturer's standard equipment.	\$ 15,713.00	FORD FUSION S SEDAN P0G	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
118	Ford Fiesta S (P4A)	Compact Sedan	Fiesta S Sedan (P4A) - Fiesta S trim package; 1.6L I4 engine, complete with all manufacturer's standard equipment.	\$ <u>11,911.00</u>	FORD FIESTA S SEDAN P4A	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
119	Ford Mustang (P8A)	Coupe	Ford Mustang V6 (P8A) - Two door, 3.7L V6 engine, complete with all manufacturer's standard equipment.	\$ <u>20,933.00</u>	FORD MUSTANG V6 P8A	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
120	Ford Focus S (P3E)	Compact Sedan	Focus S Sedan (P3E) - Focus S Trim Package, 2.0L I4, complete with all manufacturer's standard equipment.	\$ <u>12,920.00</u>	FORD FOCUS S SEDAN P3E	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
121	Ford C-Max Hybrid (P5A)	Compact Sedan	C-Max Hybrid Sedan (C-Max P5A) - Hybrid, 5 door, 2.0L I4 engine, complete with all manufacturer's standard equipment.	\$ <u>20,935.00</u>	FORD C-MAX HYBRID SEDAN P5A	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

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Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
122	Ford C-Max Energi (P5C)	Compact Sedan	C-Max Energi Sedan (C-Max P5C) - Plug in hybrid, 5 door, 2.0L I4 engine, complete with all manufacturer's standard equipment.	\$ <u>28,128.00</u>	FORD C-MAX ENERGI SEDAN P5C	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
123	Ford Police Interceptor AWD (P2M)	Law Enforcement Sedan AWD	Police Interceptor Sedan (P2M) - AWD, Four door, 3.7L V6 engine complete with all manufacturer's standard equipment.	\$ <u>21,912.00</u>	FORD POLICE INTERCEPTOR SEDAN P2M	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
124	Ford Police Interceptor Sport Utility AWD (K8A)	Law Enforcement Sport Utility AWD	Police Interceptor Sport Utility (K8A) - AWD, 3.7L V6 engine complete with all manufacturer's standard equipment.	\$ <u>23,713.00</u>	FORD POLICE INTERCEPTOR SUV K8A	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

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Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

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Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
125	Ford Expedition Special Services Package (U1F-102A)	Law Enforcement Sport Utility, Full Size	Expedition SSV Utility (U1F-102A) - 5.4L V8 engine, complete with all manufacturer's standard equipment.	\$ <u>27,639.00</u>	FORD EXPEDITION SSV U1F-102A	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
126	Ford Explorer (K7B)	Sport Utility	Explorer Base Sport Utility (K7B) - Explorer base package; 3.5L V6 engine, complete with all manufacturer's standard equipment.	\$ <u>23,023.00</u>	FORD EXPLORER BASE K7B	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
127	Ford Expedition XL (U1F-100A)	Sport Utility	Expedition XL Sport Utility (U1F-100A) - Expedition XL Trim Package, 5.4L V8 engine, complete with all manufacturer's standard equipment.	\$ <u>29,409.00</u>	FORD EXPEDITION XL U1F-100A	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
128	Ford Expedition XL Extended Length (K1F-100A)	Sport Utility, Extended Length	Expedition EL Sport Utility (K1F-100A) - Expedition XL Extended length trim package, 5.4L V8 engine, complete with all manufacturer's standard equipment.	\$ <u>33,946.00</u>	FORD EXPEDITION EL K1F-100A	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

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Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
129	Ford Expedition Special Services Package Extended Length (K1F-102A)	Law Enforcement Sport Utility, Extended Length	Expedition SSV Extended Length Utility (K1F-102A) - Expedition SSV Extended length trim package, 5.4L V8 engine, complete with all manufacturer's standard equipment.	\$ <u>30,996.00</u>	FORD EXPEDITION SSV EXT LENGTH K1F-102A	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
130	Ford Escape S (U0F)	Sport Utility	Escape Sport Utility (U0F) - Escape S Trim Package, 2.5L I4 engine, complete with all manufacturer's standard equipment.	\$ <u>17,071.00</u>	FORD ESCAPE U0F	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
131	Ford Edge SE (K3G)	Crossover Sport Utility	Edge Crossover Sport Utility (K3G) - Edge SE Trim Package, four door, 3.5L V6 engine, complete with all manufacturer's standard equipment.	\$ <u>23,833.00</u>	FORD EDGE SPORT UTILITY K3G	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

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Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
132	Ford Flex (K5B)	Crossover Sport Utility	Flex Crossover (K5B) - Four door, 3.5L V6, complete with all manufacturer's standard equipment.	\$ <u>24,529.00</u>	FORD FLEX CROSSOVER K5B	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
133	Ford F150, Regular Cab (F1C)	Full Size Pickup	F-150 Pickup, Regular Cab (F1C) - F-150, 1/2 ton, regular cab, 4x2, 6.5' Bed, 3.7L V6, complete with all manufacturer's standard equipment.	\$ <u>16,360.00</u>	FORD F150 REGULAR CAB PICK UP F1C	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
134	Ford F150, Regular Cab, CNG/LPG	Full Size Pickup	F-150 Pickup, Regular Cab CNG/LPG - F-150, 1/2 ton, regular cab, 4x2, 6.5' Bed, 3.7L V6, compete with all manufacturer's standard equipment.	\$ <u>16,465.00</u>	FORD F150 REGULAR CAB PICK UP F1C	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
135	Ford F250, Regular Cab (F2A)	Full Size Pickup	F-250 Pickup, Regular Cab (F2A) - F-250, 3/4 ton, regular cab, 4x2, 8' Bed, 6.2L V8 engine, automatic transmission, complete with all manufacturer's standard equipment.	\$ <u>19,421.00</u>	FORD F250 REGULAR CAB PICK UP F2A	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
136	Ford F350 SRW, Regular Cab (F3A)	Full Size Pickup	F-350 Pickup, Regular Cab (F3A) - F-350, 1 ton, Regular Cab, 4x2 SRW, 8' Bed, 6.2L V8 engine, automatic transmission, complete with all manufacturer's standard equipment.	\$ <u>21,931.00</u>	FORD F350 REGULAR CAB PICK UP F3A	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

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Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
137	Ford F350 SRW, Chassis Cab (F3E)	Chassis Cab	F-350 Chassis Cab (F3E) - F-350, Regular Cab Chassis, SRW, 6.2L V8 engine, automatic transmission, 145" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>22,181.00</u>	FORD F350 CAB AND CHASSIS F3E	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
138	Ford F450 DRW, Chassis Cab (F4G)	Chassis Cab	F-450 Chassis Cab (F4G) - F-450, Regular Cab Chassis, DRW, 6.8L V10 engine, automatic transmission, 145" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>27,213.00</u>	FORD F450 REGULAR CAB AND CHASSIS F4G	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
139	Ford F550 DRW, Chassis Cab (F5G)	Chassis Cab	F-550 Chassis Cab (F5G) - F-550, Regular Cab Chassis, DRW, 6.8L V10, automatic transmission, 145" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>28,329.00</u>	FORD F550 REGULAR CAB AND CHASSIS F5G	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
140	Ford F650 Regular Cab Gas (F6A)	Chassis Cab	F-650 Chassis Cab (F6A) - F-650, Regular Cab, 6.8L V10 engine, 158" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>40,428.00</u>	FORD F650 REGULAR CAB & CHASSIS F6A	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

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Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
141	Ford F750 Regular Cab Gas (F7A)	Chassis Cab	F-750 Chassis Cab (F7A) - F-750, Regular Cab, 6.8L V10 engine, 158" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>41,042.00</u>	FORD F750 REGULAR CAB AND CHASSIS F7A	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
142	Ford F650 Regular Cab Diesel (F6D)	Chassis Cab	F-650 Chassis Cab (F6D) - F-650, Regular Cab, 6.7L V8 PowerStroke Diesel engine, 158" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>47,317.00</u>	FORD F350 CAB AND CHASSIS F6D	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
143	Ford F750 Regular Cab Diesel (F7D)	Chassis Cab	F-750 Chassis Cab (F7A) - F-750, Regular Cab, 6.7L V8 PowerStroke Diesel engine, 158" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>46,974.00</u>	FORD F750 REGULAR CAB AND CHASSIS F7D	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
144	Ford Transit Connect Wagon (S9E)	Wagon	Transit Connect Wagon (S9E) - Transit Connect Wagon, 2.5L I4 engine, complete with all manufacturer's standard equipment.	\$ <u>20,597.00</u>	FORD TRANSIT CONNECT WAGON S9E	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

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Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

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Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
145	Ford Transit Connect Van (S6E)	Cargo Van	Transit Connect Cargo Van (S6E) - Transit Connect Van, 2.5L I4 engine, complete with all manufacturer's standard equipment.	\$ <u>18,018.00</u>	FORD TRANSIT CONNECT CARGO S6E	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
146	Ford Transit 150, Passenger Van (E1C)	Cargo Van	T-150 Transit Cargo Van (E1C) - T150 Medium Roof Van, 3.7L V6 engine, 8600lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>21,021.00</u>	FORD TRANSIT CARGO VAN E1C	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
147	Ford Transit 250, Passenger Van (R1C)	Cargo Van	T-250 Transit Cargo Van (R1C) - T250 Medium Roof Van, 3.7L V6 engine, 9000lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>21,754.00</u>	FORD TRANSIT 250 CARGO VAN R1C	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
148	Ford Transit 350, Passenger Van (W9C)	Cargo Van	T-350 Transit Cargo Van (W9C) - T350 Medium Roof Van, 3.7L V6 engine, 9500lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.	\$ <u>22,548.00</u>	FORD TRANSIT 350 CARGO VAN W9C	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

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Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

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Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
149	Ford Transit 150, Passenger Van (K1C)	Passenger Van	T-150 Transit Passenger Van (E1B) - T150 Van, Seating for 8/10, 3.7L V6 engine, 8550lbs GVWR, complete with all manufacturer's standard equipment.	\$ <u>23,633.00</u>	FORD TRANSIT 150 PASSENGER VAN E1B	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
150	Ford Transit 350, Passenger Van (X2C)	Passenger Van	T-350 Transit Passenger Van (X2C) - T350 Van, Seating for 12/15, 3.7L V6 engine, 9000lbs-9250lbs GVWR, 148" Wheelbase, complete with all manufacturer's standard equipment.	\$ <u>27,043.00</u>	FORD TRANSIT 350 PASSENGER VAN X2C	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
151	Ford Transit 250 Cutaway (R5P)	Cutaway	T-250 Transit Cutaway Chassis (R5P) - T-250 Chassis, 3.7L V6 engine, 9000lbs GVWR, complete with all manufacturer's standard equipment.	\$ <u>17,243.00</u>	FORD TRANSIT 250 CUTAWAY R5P	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
152	Ford Transit 250 Chassis Cab (R5Z)	Chassis Cab	T-250 Transit Cutaway Chassis Cab (R5Z) - T-250 Chassis Cab, 3.7L V6 engine, 9000lbs GVWR, complete with all manufacturer's standard equipment.	\$ <u>17,655.00</u>	FORD TRANSIT CHASSIS CAB R5Z	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

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Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

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Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
153	Ford E-350 Cutaway (E3F)	Cutaway Chassis	E-350 Cutaway Van Chassis (E3F) - 6.8L V10 engine, SRW, 138" wheelbase, 10050lbs GVWR, complete with all manufacturer's standard equipment.	\$ <u>20,333.00</u>	FORD E350 CUTAWAY VAN CHASSIS E3F	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
154	Ford E-350 Stripped Chassis (E3K)	Stripped Chassis	E-350 Stripped Chassis - 6.8L V10 engine, DRW, 138" wheelbase, 11500lbs GVWR, complete with all manufacturer's standard equipment.	\$ <u>19,119.00</u>	FORD F350 STRIPPED CHASSIS E3K	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
155	Ford E-450 Cutaway (E4F)	Cutaway Chassis	E-450 Cutaway Chassis Cab (E4F) - 6.8L V10, DRW, 158" wheelbase, 14,000lbs GVWR, complete with all manufacturer's standard equipment.	\$ <u>23,126.00</u>	FORD E450 CUTAWAY CHASSIS CAB E4F	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
156	Ford E-450 Stripped Chassis (E4K)	Stripped Chassis	E-450 Stripped Chassis (E4K) - 6.8L V10, DRW, 158" wheelbase, 14,500lbs GVWR, complete with all manufacturer's standard equipment.	\$ <u>20,830.00</u>	FORD E450 STRIPPED CHASSIS E4K	Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

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Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

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Section II: Ford Model Vehicles OPTIONS and EQUIPMENT - Options will be selected by the Cooperative member at the time of order. A COMPLETE LIST OF ALL OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!

Item No.	Specified Brand or Equal	Short Description	Full Description	State Percent (%) of Discount off Catalog/ Pricelist	State Name of Catalog/ Pricelist	Vehicle Options
157	Original Equipment Manufacturer (OEM) Options	Discount (%) off Original Equipment Manufacturer (OEM) Options	Discount (%) off all Original Equipment Manufacturer (OEM) Options.	6 %		Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
158	Third Party (not OEM) and Unpublished Options	Discount (%) off Third Party (not OEM) and Unpublished Options	Discount (%) off Third Party (not OEM) and Unpublished Options and Equipment.	6 %		Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
159	Program Vehicles	Discount (%) off Program Vehicles (Lease and/or Pre-Owned)	Discount (%) off for all Program Vehicles (Lease and/or Pre-Owned).	2 %		Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

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Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

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Item No.	Specified Brand or Equal	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vehicle Options
160	Original Equipment Manufacturer (OEM) Parts	Discount (%) off OEM Parts	Discount (%) off Original Equipment Manufacturer (OEM) Parts.	25 %		
161	Floor Plan Insurance	Discount (%) off Floor Plan Insurance	Discount (%) off Floor Plan Insurance (dealer inventory vehicles and upfitting vehicles).	1 %		
162	Lot Insurance	Discount (%) off Lot Insurance	Discount (%) off Lot Insurance (dealer inventory vehicles and upfitting vehicles).	.5 %		

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Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

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Item No.	Specified Brand or Equal	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vehicle Options
163	Extended Service Maintenance Agreements.	Discount (%) off Extended Service Maintenance Agreements.	Discount (%) off Extended Service Maintenance Agreements.	10 %	PROTECT VEHICLE E-PRICING ONLINE CALCULATOR	
Section III: FORD MODEL VEHICLES HOURLY LABOR RATE FOR REPAIR/SERVICE OF VEHICLES AND DELIVERY FEES						
Item No.	Specified Brand or Equal	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
164	Repair/Service	Not to Exceed Hourly Labor Rate for Repair/Service	Hourly Labor Rate for Repair/Service of Vehicle - State the <u>Not to Exceed</u> hourly labor rate for Installation/Repair Service.	\$ 70.00	BASED ON CHILTON LABOR TIME STANDARDS	VOLUME UPFIT DISCOUNT MAY APPLY
165	Delivery Fees	Per Mile Delivery Fee for Vehicles	Per Mile Delivery Fee for Vehicles - State the per mile delivery fee for Vehicles.	\$ 1.75 /Per Mile		COMMON CARRIER DISCOUNTS MAY APPLY FOR MULTIPLE VEHICLE ORDERS

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not be considered.

Manufacturer's Certification

ITB 01-071-000-C, Motor Vehicles

THIS IS TO CERTIFY THAT Silsbee Ford IS THE MANUFACTURER
(RESPONDENT'S NAME)

OR A MANUFACTURER'S AUTHORIZED DEALER OF Ford Motor Company
(MANUFACTURER / BRAND NAME)

IN THE STATE OF TEXAS AND AUTHORIZED TO SELL IN THE UNITED STATES.

BY:

MANUFACTURER NAME: Ford Motor Company

ADDRESS: 16800 Executive Plaza Drive, Dearborn MI 48126

TELEPHONE NUMBER: 313-390-1058

E-MAIL: randers1@ford.com

AUTHORIZED SIGNATURE: 

TITLE: State & Local Government Sales Manager

PLEASE NOTE: THIS CERTIFICATION FORM MUST BE EXECUTED BY AN AUTHORIZED EMPLOYEE OF THE MANUFACTURER ONLY. DEALERS / REPRESENTATIVES ARE NOT AUTHORIZED TO EXECUTE THIS CERTIFICATION FORM ON BEHALF OF THE MANUFACTURER. THE MANUFACTURER MUST EXECUTE THIS CERTIFICATION FORM EVEN IF THEY ARE OFFERING THEIR OWN PRODUCTS. FAILURE TO SUBMIT THIS CERTIFICATION FORM WITH THE RESPONSE AS REQUIRED SHALL RESULT IN THE DISQUALIFICATION OF THE RESPONSE.

Control No. 232811


Texas Department
of Motor Vehicles
MOTOR VEHICLE DIVISION

FRANCHISED MOTOR VEHICLE DEALER

FRANCHISE NO: C127275

GENERAL DISTINGUISHING NO: P34381

Motor Vehicle Dealer

SILSBEE FORD INC.
PO BOX 815
SILSBEE, TX 77656-0815

EXPIRES: 01/31/2017

PHYSICAL LOCATION:
1211 US HIGHWAY 96 N
SILSBEE, TX 77656-7190

THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLLOWING LINE(S) OF NEW MOTOR VEHICLES:

MERCURY-AA, FORD-AA

ADDITIONAL LOCATION(S): For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

Daniel Avitia

Daniel Avitia, Director
Texas Department of Motor Vehicles
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.



12007 Research Boulevard · Austin, Texas 78759-2439
PH: 800-695-2919 · FAX: 800-211-5454 · www.vendor.buyboard.com

**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 1**

**Proposal Invitation No. 521-16
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor**

The following information becomes a permanent part of the Proposal Invitation document:

PROPOSER'S AGREEMENT AND SIGNATURE FORM:

Contract Time Period: December 1, 2016 through November 30, 2017 with two (2) possible one-year renewals.

Proposal Opening Date and Time: September 1, 2016 at 2:00 P.M.

Anticipated Cooperative Board Meeting Date: October 2016

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: Silsbee Ford

Address: 1211 US Hwy 96 N, Silsbee TX 77656

Signature of Authorized Company Official:  Title: Fleet Director

Telephone Number: 409.895.3800 Date: 8/29/16



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**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 2**

Proposal Invitation No. 521-16

Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

The following information becomes a permanent part of the Proposal Invitation document.

PROPOSAL SPECIFICATIONS:

For the following manufacturers, the detailed specifications for base model vehicles have been revised and updated.

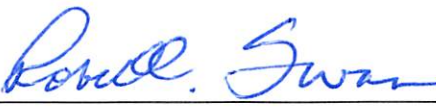
- Chevrolet and GMC Detailed Specifications
- Chrysler, Dodge and Jeep Detailed Specifications
- Freightliner Detailed Specifications

The above referenced detailed specifications are available and should be downloaded at www.buyboard.com/vendor. Please download the **"UPDATED"** copy of the detailed specifications and disregard the previous version provided.

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: Silsbee Ford

Address: 1211 US Hwy 96 N, Silsbee TX 77656

Signature of Authorized
Company Official:  Title: Fleet Director

Telephone Number: 409.895.3800 Date: 8/29/16



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**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 3**

Proposal Invitation No. 521-16

Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

The following information becomes a permanent part of the Proposal Invitation document.

PROPOSAL SPECIFICATIONS:

For the following manufacturers, the detailed specifications for base model vehicles have been revised and updated.

1. **Chevrolet** - detailed specifications have been revised to include line items No. 454, 455, and 456. These line items are included on page 2 of Addendum No. 3.
2. **Crane Carrier** - detailed specifications are available and should be downloaded at www.buyboard.com/vendor. Please download the "**UPDATED**" copy of the detailed specifications and disregard the previous version provided.

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: Silsbee Ford

Address: 1211 US Hwy 96 N, Silsbee TX 77656

Signature of Authorized Company Official:  Title: Fleet Director

Telephone Number: 409.895.3800 Date: 8/29/16



**Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor
Addendum No. 3**

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Section I: Chevrolet Model Vehicles						
Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
454	Chevrolet Express Cargo Van (CG13405)	Cargo Van	Chevrolet Express (CG13405) Cargo Van - Chevrolet Express Cargo Van, base model, full size, front wheel drive, complete with all manufacturer's standard equipment.	\$ _____		Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
455	Chevrolet Express Passenger Van (CG23406)	Passenger Van	Chevrolet Express (CG23406) Passenger Van - Chevrolet Express Passenger Van, base model, full size front wheel drive, complete with all manufacturer's standard equipment	\$ _____		Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
456	Chevrolet Bolt EV All Electric (1FB48)	Compact Sedan	Chevrolet Bolt EV All Electric (1FB48) Compact Sedan - Chevrolet Bolt 1FB48 base model complete with all manufacturer's standard equipment.	\$ _____		Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)



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**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 4**

Proposal Invitation No. 521-16

Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

The following information becomes a permanent part of the Proposal Invitation document.

PROPOSAL SPECIFICATIONS:

For the following manufacturers, the detailed specifications for base model vehicles have been revised and updated.

1. **Toyota** - detailed specifications have been revised to include line items No. 469. This line item is included on page 2 of Addendum No. 4.

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: Silsbee Ford

Address: 1211 US Hwy 96 N, Silsbee TX 77656

Signature of Authorized Company Official:  Title: Fleet Director

Telephone Number: 409.895.3800 Date: 8/29/16



**Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor
Addendum No. 4**

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Section I: Toyota Model Vehicles						
Item No.	Specified Brand or Equal	Short Description	Full Description	Base Model Price	State Brand and Model	Vehicle Options
469	Hino 155 (Toyota)	Hino Model 155	Hino 155, Low Cab Over , 14,500 lbs GVW, Engine – Class 4, 5-liter J05 series engine rated at 210 HP and 440 lb.-ft. torque, complete with all manufacturer's standard equipment.	\$ _____		Per section IV you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)



City of Galveston

DEPARTMENT OF PARKS AND RECREATION

2222 – 28th Street | Galveston, TX 77550
409-797-3700

July 15, 2019

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members

From: Mario Rabago, Director of Parks & Recreation

RE: CONSIDER FOR APPROVAL THE PURCHASE AND INSTALLATION OF PICNIC TABLE AND PARK BENCH SLATS FOR SEAWALL FORT CROCKETT/IZARD BATTERY PARK AMENITIES IN THE AMOUNT OF \$13,100.48, FROM FUN ABOUND (BUYBOARD CONTRACT #512-16). AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS UPON FINAL APPROVAL BY THE CITY ATTORNEY.

I. Background:

- A. In 2011, improvements were made to Izzard Battery Park, located on the Seawall at Fort Crockett with the assistance of a \$1MM Frito-Lay grant donation.
- B. The parks amenities consist of large sun sails, tables, chairs benches, planter boxes, landscaping improvements with irrigation, decorative brick pavers, educational signage, directional signage, vendor pads, enhanced parking, lighting and a sculpture.
- C. Park amenities located on the Seawall are subject to harsh environmental conditions which results in increased maintenance demands.
- D. In 2018 the City of Galveston's Facilities Department repainted the shade structures masts and cables, park chair and table frames.
- E. Parks and Rec staff recently replaced the parks educational signs located in the parks planter boxes.
- F. In April 2019 staff procured picnic tables in the amount of \$6,272.41 from Fun Abound In continuance of this project, the amount increased \$13,100.48 for the purchase and installation slats on the tables, benches, and trash cans at Fort Crocket (BuyBoard contract #512-16).

II. Current Situation:

- A. Staff assessed the condition of the park amenities and determined that several of the picnic table, chairs, benches and trash receptacles were in need of slat replacement.
- B. Staff researched options in having the slats replaced and decided that Fun Abounds had the best offer at an estimated cost of \$13,100.48.
- C. Fun Abounds is a Buy Board vendor (Contract #512#16)





City of Galveston

DEPARTMENT OF PARKS AND RECREATION

2222 – 28th Street | Galveston, TX 77550

409-797-3700

- D. Staff is requesting City Council to approve hiring Fun Abounds (Buy Board Contract #512-16) to replace slats on park amenities located at Seawall Fort Crockett/Izzard Battery Park for the amount of \$13,100.48.

III. Issues:

1. Cost: \$13,100.48
2. Timing: As soon as possible to repair and improve the aesthetic condition of the parks amenities.

IV. Alternatives in order of priority:

- A. City Council approval of hiring Fun Abounds (Buy Board Contract #512-16) to replace slats on park amenities located at Seawall Fort Crockett/Izzard Battery Park for the amount of \$13,100.48.
1. Cost: \$13,100.48
 2. Timing: As soon as possible to repair and improve the aesthetic condition of the parks amenities.
 3. Impact and ramifications: Approval of this purchase will allow staff to continue ongoing maintenance and repair projects and support the City's efforts in providing well-maintained recreational parks to our community and Island visitors.
 4. Departmental Issues: None
- B. City Council does not approve hiring Fun Abounds (Buy Board Contract #512-16) to replace slats on park amenities located at Seawall Fort Crockett/Izzard Battery Park for the amount of \$13,100.48.
1. Cost: \$13,100.48
 2. Timing: N/A
 3. Impact and ramifications: Disapproval will also result in substandard recreational offerings to Izzard Battery Park visitors.
 4. Departmental Issues: Deferred maintenance may result in increased costs of future repairs.

V. Recommendation:

Concur in Alternative A and approve hiring Fun Abounds (Buy Board Contract #512-16) to replace slats on park amenities located at Seawall Fort Crockett/Izzard Battery Park for the amount of \$13,100.48.





City of Galveston

DEPARTMENT OF PARKS AND RECREATION

2222 – 28th Street | Galveston, TX 77550

409-797-3700

VI. Fiscal Impact Report:

Requested by:

Mario Rabago

Director of Parks & Recreation

Funding Source

Seawall Urban Park Paid Parking Program –
Capital Repairs

Cost of Implementation:

\$13,100.48

Respectfully Submitted,

Mario Rabago

Director of Parks & Recreation

Approved,

Brian Maxwell

City Manager



CONTRACT FOR CONSTRUCTION SERVICES

Fort Crockett Park

This Contract (the "Contract") is made and entered into this _____ day of July, 2019, by and between the City of Galveston (the "City"), a Texas home-rule municipality, and **fun abounds, inc.**, a company, located at **114 Venice, Sugar Land, Texas 77478**.

WHEREAS, the City of Galveston desires to obtain construction services in connection with park equipment installation within the City of Galveston ("City") and fun abounds, inc. ("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:

Park Equipment Installation

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**: Due to the nature and extent of the Project, the Work is expected to be completed within 14 business days of execution of the contract, unless sooner terminated under the terms set forth herein. Once the contractor begins the project the work must continue until completion to the satisfaction of the City of Galveston.
6. **LIQUIDATED DAMAGES**: This section left intentionally blank.
7. **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.
8. **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.

9. 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.

10. 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.

11. 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.

12. 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.

13. **BONDS:** Company shall be required to furnish a performance bond and payment bond, in accordance with Tex. Gov't. Code, section 2253.001, et seq., in the amount of 100% of the total contract price, in the event the contract price exceeds \$100,000.00 for a performance bond and \$50,000.00 for a payment bond. If the contract price does not exceed \$100,000.00 or \$50,000, respectively, and payment for work shall be made in one lump sum payment after completion and final acceptance of the work, the City shall not require the statutory bonds.

All bonds, if required, shall be submitted on forms supplied by the Company, and executed by an approved surety company authorized to do business in the State of Texas. It is further agreed that this contract shall not be in effect until such bonds are so furnished and accepted by the City.

14. **COMPENSATION:** The City shall compensate Company for the Work at the agreed upon *not-to-exceed amount of Thirteen Thousand One-Hundred Dollars and forty-eight cents. (\$13,100.48)*. 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 114 Venice, Sugar Land, Texas 77478. 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"**

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. 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.

24. 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.

25. 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.

26. 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.

27. ASSIGNMENT: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

28. 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.

29. 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.

30. ENTIRE AGREEMENT: This Contract incorporates all provisions of the attached proposal for parks equipment installation 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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

fun abounds, inc.
114 Venice
Sugar Land, Texas 77478

*(The remainder of this page left intentionally blank.)
(Signature page on following page.)*

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

fun abounds, inc.

By: _____
Brian Maxwell, City Manager

By: _____
Leigh Walden, President

ATTEST:

Janelle Williams, City Secretary

APPROVED AS TO FORM

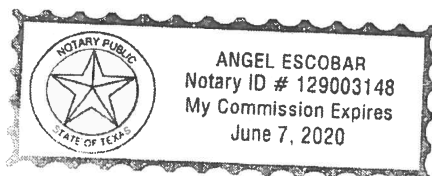
City Attorney

BY EXECUTION OF THIS AGREEMENT, FUN ABOUNDS, INC. ACKNOWLEDGES
RECEIPT OF A COPY OF THIS CONTRACT.

THE STATE OF TEXAS §
 §
Fort Bend COUNTY §

On this day, BEFORE ME, the undersigned, personally appeared Leigh Walden of fun abounds, 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 16th day of July, 2019.



Angel Escobar
Notary Public in and for
The State of Texas

Exhibit A

Date	Estimate #
4/23/2019	4757

**PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment.
Thank you! We appreciate the opportunity to earn your business!**

Signature

Page 1



fun abounds, inc.
114 Venice
Sugar Land, TX. 77478
855-226-8637 phone
281-265-0043 Fax
Leigh Walden, President
lwalden@fabplaygrounds.com
www.fabplaygrounds.com

Estimate

Date	Estimate #
4/23/2019	4757

We are pleased to provide this estimate for	Ship to:		
City of Galveston			
	Rep	Terms	Project
	Leigh	Net 30	Slat Replacement...

Item	Description	Qty	Rate	Total
Misc	Walden Trash Receptacles Recycled Plastic Cedar- 1 x 3" Walden Trash Boards- Approximately 30" Length	100	15.9996	1,599.96
Installation	Installation on above product using stainless steel hardware	1	3,200.00	3,200.00
Freight	Freight on above product	1	2,250.00	2,250.00
Note	Pricing is for the above listed equipment only, and does not include ADDITIONAL insured addendum, ADDITIONAL insurance, storage, security, or any applicable taxes, or bonds. We understand permits are required and we will pull them at no cost to fun abounds. Orders canceled after 5 days will be subject to a restocking fee and freight charges as applicable. Price valid for 30 days.		0.00	0.00

Thank you for allowing us to submit this proposal.	Subtotal
--	-----------------

**PLEASE NOTE: Order will be placed upon receipt of signed quote or
purchase order, color selections, and down payment.
Thank you! We appreciate the opportunity to earn your business!**

Sales Tax..

Total

City of Houston WBE
(Women's Business Enterprise)
Certificate #12-12-11596

Signature

**We are proud of a job well done and may spotlight your project on our
website or FaceBook. If we do not have your permission to do so,
please notify us. Thank you!**



fun abounds, inc.
114 Venice
Sugar Land, TX. 77478
855-226-8637 phone
281-265-0043 Fax
Leigh Walden, President
lwalden@fabplaygrounds.com
www.fabplaygrounds.com

Estimate

Date	Estimate #
4/23/2019	4757

We are pleased to provide this estimate for	Ship to:		
City of Galveston			
	Rep	Terms	Project
	Leigh	Net 30	Slat Replacement...

Item	Description	Qty	Rate	Total
Nondisclosed underground	We make every effort to ensure that we are working in areas free of utilities. In the event an object is disturbed or damaged and the client has failed to make us aware of their utilities it will be the Client's responsibility.		0.00	0.00
Finance Charge	Accounts not paid within 30 days of the date of the invoice are subject to a 1.5% finance charge.		0.00	0.00
Credit Cards	Payments made with credit cards (Visa and Mastercard only) will require an additional 3% service fee.		0.00	0.00
Schedule	There are times due to weather or unforeseen circumstances that we might have to reschedule. In an effort to provide excellent customer service we will notify you should rescheduling be necessary. We appreciate your understanding as we pride ourselves on providing attention and detail to every project		0.00	0.00

Thank you for allowing us to submit this proposal.

Subtotal

PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment.
Thank you! We appreciate the opportunity to earn your business!

Sales Tax..

Total

City of Houston WBE
(Women's Business Enterprise)
Certificate #12-12-11596

Signature

We are proud of a job well done and may spotlight your project on our website or FaceBook. If we do not have your permission to do so, please notify us. Thank you!

Estimate

Page 4

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:
2019-512861

Date Filed:
07/03/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

fun abounds

Sugar Land, 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-19-059

Replacement of slats for benches tables and receptacles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Walden, Leigh	Sugar Land, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Leigh Walden, and my date of birth is 2/16/69.

My address is 114 Verre St (street), Sugar Land (city), TX (state), 77478 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Atterbury County, State of Texas, on the 16th day of July, 2019.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



FUNAB-1

OP ID: CS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/08/2019

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 have ADDITIONAL INSURED provisions or 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 Cooper Insurance Service, Inc Playground Book P.O. Box 638 Lapel, IN 46051 Steve B. Carraway	765-534-3152	CONTACT NAME: Steve B. Carraway
		PHONE (A/C, No, Ext): 765-534-3152 FAX (A/C, No): 765-534-2067
INSURED Fun Abounds, Inc. 114 Venice Street Sugar Land, TX 77478		E-MAIL ADDRESS:
		INSURER(S) AFFORDING COVERAGE
	INSURER A: Scottsdale Insurance Co.	NAIC # 41297
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab ☒ Deductible-None GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X		RBS0018678	04/19/2019	04/19/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			RBS0018678	04/19/2019	04/19/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Galveston is additional insured regarding the general liability coverage per written contract. 30 day notice of cancellation other than cancellation for non-payment of premium in favor of certificate holder applies to the general liability policy.

CERTIFICATE HOLDER

CANCELLATION

GALVES3

City of Galveston
P. O. Box 779
823 Rosenberg, Suite 203
Galveston, TX 77553

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/11/19

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 have ADDITIONAL INSURED provisions or 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 TALLAS INSURANCE AGENCY 14015 Southwest Freeway Ste 5 Sugar Land, TX 77478	CONTACT NAME: ROBERT REYES		
	PHONE (A/C, No, Ext): (713)271-2000	FAX (A/C, No): (713)271-4141	
	E-MAIL ADDRESS: staff@tallasins.com		
INSURED FUN ABOUND 130 VENICE ST. SUGAR LAND, TX 77478	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: TEXAS MUTUAL INSURANCE		524210
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GENL AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE	\$	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
							GENERAL AGGREGATE	\$	
							PRODUCTS - COM/OP AGG	\$	
								\$	
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE	\$	
							AGGREGATE	\$	
								\$	
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 Y	N/A	Y	0001321422	03/09/19	03/09/20	☒ PER STATUTE ☐ OTHER	
								E.L. EACH ACCIDENT	\$ 1,000,000.00
								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000.00
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

For business pupose only	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 

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DRAFT
MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
WORKSHOP - JUNE 27, 2019

6/27/2019 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER
With a quorum present, the workshop was called to order at 8:02 a.m.

2. ROLL CALL

Present: Mayor Pro Tem Dr. Craig Brown, Council Member David Collins, Council Member Jason Hardcastle, and Council Member Dr. Jackie Cole. Council Member John Listowski arrived at 8:03 a.m.; Council Member Amy Bly arrived at 8:05 a.m.

Absent: Mayor James Yarbrough.

3. DISCUSSION ITEMS

- 3.A. Interview Applicants For The Park Board (Yarbrough)
The Council interviewed Park Board Applicant Joanie Steinhaus.
- 3.B. 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. (30 Minutes)
Items 8B, 10A, 10B, 11C, 11G, 11K, 11L, 11O, 11R, 11S, and 11U were clarified by Staff.
- 3.C. Receive And Discuss An Update On Park Board Projects (Brown/Yarbrough - 45 Minutes)

Park Board Chair Spencer Priest provided an update of Galveston Park Assets. He reported the following: (1) the Park Board hired a new Superintendent, Dan Gundrum, with extensive amusement park experience; (2) Seawolf Park demolition was submitted to FEMA in October 2018 and the facility is now under 'historic review' with no update as of May; (3) the Park Board has submitted an alternate project request to extend the fishing pier at Seawolf Park to increase fishing capacity and increase profitability; (4) University of Texas San Antonio School of Architecture will look at components of the Seawolf Park Master Plan this summer for visioning; and (5) Park and Amenities is reviewing opportunities regarding free access to Seawolf Park for residents while continuing to look for additional revenue streams.

Updates on the following items were provided:

Stewart Beach Drainage - (1) Atkins Engineering firm was retained to finalize the engineering and bidding documents for the east side of the Park and those plans will be 'construction ready' by the end of the summer; (2) \$300,000 was included in the 2019-2020 budget for road and ditch improvements; (3) To date, the Park Board has invested \$563,000 in developing the drainage solutions mostly through awards from State and Federal funding for oil spill compensation; and (4) In the coming year, staff will be working to obtain additional grant funding for the larger drainage investments that are required, such as elevation of the beach template proper.

Stewart Beach Pavilion - (1) To date, the Park Board has spent \$170,000 on design and programming work for the pavilion; (2) Trustees voted to move forward on contracting with the architects on the pavilion project to "right size" the pavilion, consider alternative siting options, design satellite bathroom and amenity mobile units and hold special planning sessions with City of Galveston staff; (3) Staff has planted 25 new palm trees at the entrance, installed new A/C, WIFI and electricity equipped toll booths, and purchased and installed a

new point of sale system; and (4) Next's year's workplan will include mandates to begin a capital campaign for funding and to start conversations with potential private sector partners interested in lease opportunities.

Update on Partnerships with the City of Galveston and Port of Galveston - (1) The Park Board and City staff have worked to finalize the Interlocal agreement, and hope to bring Council an agreement for approval during the July meeting; (2) the Park Board has agreed to expansion of the boundaries for beach management funding, approach to rebuild projects or alternate projects for FEMA resources allocated to the Parks, sharing of purchasing and equipment resources, and a strategy to increase the cost recovery of the Park Board managed facilities to generate excess revenues; (3) the Park Board will be bringing forward a small capital project at Seawolf park that is forecasted to generate an additional \$300,000 in revenues; and (4) Their goal is to make the Park Board revenue generating parks net positive in order to support other public spaces in Galveston.

Future Plans with Community Partners - (1) the Park Board hopes to conduct cooperatively with the City and Vision Galveston a "resident sentiment survey" and market study of the accommodation sector to better understand community concerns and market forces; (2) The Trustees and committees are actively engaged in the roll out of the Port of Galveston Master Plans; (3) they believe Galveston is in a position to dictate the terms of engagement and ensure that it is not only a win for the companies that come, but for the City as well; and (4) they expect to have a joint meeting with the Port at the end of July to discuss opportunities.

3.D. Discussion Of The Fiscal Year 2020 Budget (B. Maxwell - 1 Hour)

Assistant City Manager Mike Loftin presented information on the Budget Schedule, Forecast Overview for the General Fund for Fiscal Year 2020, General Fund strategic funding issues, health benefits funding and plan options, and other FY 2020 budget issues. Discussion was held regarding the tax rate cap adopted by the State Legislature, the 8% infrastructure set aside fund, a two cent tax increase to fund a 2% COLA for public safety not currently funded in the FY 2020 budget, and health fund issues.

3.E. City Code Review (Legal - 45 Minutes)

City Council and staff reviewed Chapters 1 and 2 of the City Code.

The City Council took a short break at 10:37 a.m. and reconvened at 10:45 a.m.

3.F. Legislative Changes

3.F.1. Permit Fees (T. Sukup - 20 Minutes)

Todd Sukup provided Council with information on legislative changes related to building permits. This item will be brought back to Council in July on the workshop and regular meeting agenda.

3.F.2. Open Meetings/Open Records Legislation (Cole/Yarbrough - 15 Minutes)

City Attorney Don Glywasky and Sally Bakko provided Council with information on open government/open meetings act bills passed by the 86th Legislature and signed by the Governor.

3.G. Discuss The Costs For Public Information Requests (Cole/Yarbrough - 20 Minutes)

Dr. Cole reported that she wanted Council to look at the city's policies, state law, and how much public information requests cost. She does not want the cost of public information requests to become a pay wall to keep people from getting information they want from their government. State allows the city to charge but we are not required to charge. City Secretary Janelle Williams provided statistical data from 2018 showing the number of requests received and the number of requests where fees were assessed. Chief Information Officer Hope Dean provided information on fees for IT searches involving programming, labor,

and computer resource charges. City Attorney Don Glywasky reported that the city cannot waive fees for local residents and businesses but charge out-of-town requestors. All requestors must be treated equally. Discussion was held regarding possible consequences that may result from not charging for information requests. Council's sentiment was that staff should continue charging fees for public information requests, when applicable.

- 3.H. Discuss A Modification To The Land Development Regulations For Article 5, Signage (Brown/Yarbrough - 15 Minutes)**

Historic Preservation Officer Catherine Gorman provided information on name plate signs. These signs are used for identification purposes only and no permit is required. The Short Term Rental Association of Galveston (STROAG) expressed concerns about name plate signs on short term rentals which can detract from residential neighborhoods. The proposed modification to the LDR's include restrictions for name plate signs.

- 3.I. Transit Items**

Transit Items were deferred.

- 3.I.1. Receive And Discuss An Update On FlixBus USA (G. McLeod -15 Minutes)**

- 3.I.2. Receive And Discuss An Update On Island Transit (R. Beverlin - 20 Minutes)**

- 4. EXECUTIVE SESSION**

The City Council convened into Executive Session at 12:42 p.m. and reconvened into Open Session at 1:30 p.m. No action was taken during Executive Session.

- 4.A. Pursuant To Texas Government Code Section 551.072 "Deliberation Regarding Real Property" To Discuss The Purchase, Exchange, Lease, Or Value Of Real Property:**

- 4.A.1. A Parcel Of Real Estate Located Within The City Limits Of Galveston**

- 5. ADJOURNMENT**

The workshop was adjourned at 1:30 p.m.

Janelle Williams, City Secretary

Date Approved:

DRAFT
MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
REGULAR MEETING - JUNE 27, 2019

6/27/2019 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER

With a quorum present, the meeting was called to order at 1:35 p.m.

2. ROLL CALL

Present: Mayor James Yarbrough, Mayor Pro Tem Dr. Craig Brown, Council Member Amy Bly, Council Member David Collins, Council Member Jason Hardcastle, Council Member John Listowski, and Council Member Dr. Jackie Cole.

3. INVOCATION

The invocation was given by Reverend Louis Simpson of St. John Missionary Baptist 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

Mayor Yarbrough - Item 11D; CM Hardcastle - Item 11R.

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

a. **Admiral Perry Ellis presented to the City of Galveston his State of Texas induction certificate as an Admiral to the Texas Navy. Mayor Yarbrough thanked him for the donation.**

b. **Invisible Fence Company - donation of Pet Masks to the Galveston Fire Department - presented by Invisible Fence Company representative Adam Reese and Galveston Island Humane Society representative Elizabeth Alvarado.**

CM Bly congratulated Reverend Simpson for celebrating his 20th year of service as a Pastor.

4. Reminders regarding City Council events

5. Reminders regarding community events

6. Health and safety announcement

7. COMMUNICATIONS AND PETITIONS

Claims - 19-036 - Jenny Lee Wolfe; 19-037 - Benjamin Jordan; 19-038 - Greg Harris; 19-039 - Emmanuel Kastis/Julie Molis; 19-040 - Yvonne Nava; 19-041 - Sarah Cairns; 19-042 - Sharon Brocks; 19-043 - Texas Gas Service; 19-044 - Texas Gas Service; 19-045 - Seth Grimes; 19-046 - Ehune Mams; 19-047 - Raymundo Castillo; 19-048 - Frank Lusk; 19-049 - Kristan Haddox; 19-050 - Ellen Perry.

8. PUBLIC HEARINGS

- 8.A. Conduct A Public Hearing And Consider For Approval 2019 Consolidated Plan And Community Development Block Grant (CDBG) And HOME Investment Partnerships (HOME) Proposed Program Objectives And Projects In The Total Amount Of CDBG \$1,199,293 And HOME \$258,450 And CDBG And HOME Program Income Total Estimates Of \$50,000. Authorize The City Manager To File A Grant Application With The U.S. Department Of Housing And Urban Development And Execute All Necessary Contracts, Certifications, And Documents For The Programs. (A. Law)

Alice Law provided staff comments. The public hearing was opened; with no speakers the public hearing was closed. Motion was made by CM Hardcastle, second by CM Cole, to approve 2019 Consolidated Plan and Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Proposed Program Objectives and Projects. Unanimously approved.

- 8.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas Amending The 2015 Galveston Land Development Regulations, By Amending Article 2: Uses And Supplemental Standards And Section 14: Definitions; To Add "Schools, Public" To The List Of Permitted Land Uses, Specifying Where The "Schools, Public" Land Uses Are Permitted And Prohibited, And Providing A Definition Of "Schools, Public"; Making Various Findings And Provisions Related To The Subject. (J. Norman)
- Ordinance No. 19-033 was read by caption. Janice Norman provided staff comments. The public hearing was opened; with no speakers the public hearing was closed. Motion was made by CM Cole, second by CM Hardcastle, to approve the ordinance with an amendment to allow "Schools, Public" in all zoning areas. Unanimously approved.**

- 8.C. Landmark Designation - 1701 Winnie / Avenue G

Consider For Approval An Ordinance Of The City Of Galveston, Texas, Designating The Property Located At 1701 Winnie / Avenue G, As A "Galveston Landmark", Property Is Legally Described As North 85 Feet Of Lot 7 (7-1) Block 317, In The City And County Of Galveston, Texas; Requesting The Historic Preservation Officer Record The Property's Landmark Designation In The Official Public Records Of Real Property In Galveston County, The Tax Records Of The City Of Galveston And The Central Appraisal District, And The Official Zoning Maps Of The City Of Galveston, Texas; Designating The Site As A Historically Or Archeological Significant Site In Need Of Tax Relief To Encourage Its Preservation; Planning Case Number 19P-025; Making Various Findings And Provisions Related To The Subject. (D. Lunsford)

Ordinance No. 19-034 was read by caption. Daniel Lunsford provided staff comments. The public hearing was opened. Applicant and Property Owner Michael Wenzel spoke in favor of the landmark designation. The public hearing was closed. Motion was made by CM Collins, second by Mayor Yarbrough, to approve the landmark designation. Unanimously approved.

9. PUBLIC COMMENT

Agenda Items - Amy Owens, Item 11C.

Non-Agenda Items - Sgt. Robert Maza, percussion therapy; Delores Williams, advance notice of Island Transit changes; Henry Eilers, Holly Wade and Steve Everts, raising a section of Settegast Road in Sea Breeze Subdivision; Mitty Rollins, victim of identity theft; Sheila Bell, cameras needed for real-time news on G-TV, climate change, flooding, topography of Galveston, and stalking incidents.

10. ORDINANCES (NOT REQUIRING PUBLIC HEARINGS)

- 10.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Adopting The Homestead, Elderly, And Disabled Ad Valorem Tax Exemptions For Tax Year 2019, Pursuant To Chapter 33, Section 33-24 Of "The Code Of The City Of Galveston 1982, As Amended"; Making Various Findings

And Provisions Related To The Subject; And Providing For An Effective Date. (M. Loftin)

Ordinance No. 19-035 was read by caption. Motion was made by Mayor Yarbrough, second by CM Listowski, to approve the Ordinance. Unanimously approved.

- 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 2, "Administration", Article IV. "Boards, Commissions And Committees" To Revise The Terms And Conditions Of Appointments; To Provide For Three Year Terms On City Created Boards, Committees And Commissions; Providing For Appointments To Be Made In October Of Each Calendar Year, As Necessary; Making Various Findings And Provisions Related To The Subject; Providing For An Effective Date.

Ordinance No. 19-036 was read by caption. Motion was made by MPT Brown, second by CM Hardcastle, to approve the Ordinance with an amendment to require a super majority for removal of a board, committee, or commission member. The motion passed 6-1; CM Cole voted against the motion.

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 11EE, except 11D and 11R. Unanimously approved.

- 11.A. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Extending The Term For The Trolley Ad Hoc Committee; Providing For Findings Of Fact And Providing For An Effective Date. (Yarbrough)
Resolution No. 19-025
- 11.B. Consider For Approval The Reallocation Of Community Development Block Grant (CDBG) Funds (Program Years '11-'18) Totaling \$1,164,843.59 To The Parks And Recreation Department Public Facility And Improvements For Wright-Cuney Park And Recreation Center, Menard Park, San Jacinto Park, And Gus Allen Park. Authorize The City Manager To Execute All Necessary Contracts, Certifications, And Documents For The Projects. (A. Law)
- 11.C. Consider For Approval The Sale Of Two Surplus City Facilities. The First Is A Building And Lot Located At 5001 Ave Q½ And The Second A Building And Lot Located At 2604 Ave Q. Also, Utilize The Funds From The Sale Of These Facilities To Construct A Covered Vehicular And Equipment Storage Structure On Existing City Property. (D. Buckley)
- 11.D. Consider Granting Authorization For The City Manager To Execute Documents To Provide For The Assignment Of The Leasehold Interests Held By Galveston Island Water Park LP To Galveston Waterpark LLC For That Property Commonly Known As Schlitterbahn Galveston Including The Assignment Of Lease Agreement, Estoppel Certificate And Affidavit Of Fact. (D. Glywasky)

Motion was made by MPT Brown, second by CM Collins, to approve Item 11D. The motion passed 6-0; Mayor Yarbrough declared a conflict and did not participate in the discussion or vote.

- 11.E. Consider For Approval Accepting The Donation Of 960 Units Of Narcan Nasal Spray From Adapt Pharma. (V. Hale)
- 11.F. Consider For Approval Allowing The Police Department To Purchase A 3 Year Subscription To The Investigative Search Engine CLEAR PROFLEX 17 Utilizing State Contract DIR-LGL-CALIR-02 At A Total Cost Of \$22,060.17. (V. Hale)

- 11.G. Consider For Approval Payment To Lexipol, LLC For The Annual Renewal Of The Police Department's Rules And Regulations Policy Manual Update With Daily Training Bulletins, In The Amount Of \$16,354.00. (V. Hale)
- 11.H. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas ("The City"), Approving An Interlocal Agreement With The Gulf Coast Center ("The Center") Providing Vehicles And Drivers For The Use Of The -City In The Event Of A Formal Mandatory Evacuation; Authorizing The City Manager To Execute The Interlocal Agreement; Providing For Findings Of Fact And Providing For An Effective Date. (M. Morgan)
Resolution No. 19-026
- 11.I. Consider For Approval The Acceptance Of An Amendment To Contract # COG-CON-17-163 Emergency Shelter For City Employees Between The City Of Galveston And The San Luis Resort, Spa & Conference Center (RFP#17-17) Emergency Shelter For City Employees/Equipment. (M. Morgan)
- 11.J. Consider For Approval The Payment For Annual Maintenance And Support For Banner, The City's Financial And Human Resources Software System, In The Amount Of \$72,967.73. (H. Dean)
- 11.K. Consider For Approval An Agreement With Southwestern Bell Telephone Company D/B/A AT&T For Construction Services To Move The Demarc From The Annex To City Hall. (H. Dean)
- 11.L. Consider For Approval The Purchase Of Computer Lab Furniture To Build Out The City's Computer Training Facility In The Amount Of Twenty-Five Thousand Four Hundred One Dollars And Seventy-Six Cents (\$ 25,401.76) To Low Bidder, Workplace Solutions. (H. Dean)
- 11.M. Consider For Approval The Purchase And Installation Of New Fitness Equipment For The McGuire-Dent Recreation Center, In The Amount Of \$8,111.50, From Marathon Fitness. (M. Rabago)
- 11.N. Consider For Approval Ratifying The City Manager's Authorization Of The Emergency Recovery And Disposal Of Contaminated Soils At The 30th Street Water & Electric Light Station By EFI Global, And Authorizing Payment For This Service In The Amount Of \$77,365.31. (R. Blackketter)
- 11.O. Consider For Approval Of Change Order No. 6 To The Contract With Brunel Industrial & Pipeline Services, LLC, For The Rehabilitation Of Ground Storage Tanks At 59th Street Project, Increasing The Contract By \$139,646.08 From The Amount Of \$7,863,729.47 To A New Total Amount Of \$8,003,375.55, And Extending The Term Of The Contract By 116 Days. (R. Blackketter)
- 11.P. Consider For Approval Of Change Order #3 To The Contract With Construction LTD, For The Fire Station #1 New Site Construction And Existing Site Demolition Project Increasing The Contract By \$176,828.00, From The Amount Of \$9,698,344.00 To The Amount Of \$9,875,172.00, And Extending The Contract Term By 60 Days. (R. Blackketter)
- 11.Q. Consider For Approval Of Change Order No. 16 To The Contract With Cardinal Contractors, Inc., For The New 59th Street Pump Station Project, Decreasing The Contract By \$168,019.30 To A New Total Amount Of \$18,045,106.69, And Extending The Contract Term By 91 Calendar Days. (R. Blackketter)
- 11.R. Consider For Approval Of Change Order No. 3 To The Contract With Tucon, LLC, For The 30th Street Tank Demolition Project, Increasing The Contract By \$52,840.75 From The Amount Of \$618,587.96 To A New Total Amount Of \$671,428.71, And Extending The Contract Term By 94 Days. (R. Blackketter)
Motion was made by Mayor Yarbrough, second by CM Collins, to approve item 11R. The motion passed 6-0; CM Hardcastle declared a conflict and did not participate in the discussion or vote.
- 11.S. Consider For Approval Accepting All Public Infrastructure Improvements For Beachside Village, Section 5 For The Initial Two-Year Maintenance Period, Contingent Upon The Removal Of The Gates On The Access Streets. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (R. Blackketter)

- 11.T. Consider For Approval Change Order #1 To The Contract With J. W. Kelso Company, Inc., For The City Of Galveston Public Works Facility Project, Decreasing The Contract By \$154,050.80, From The Amount Of \$10,732,495.00 To The Amount Of \$10,578,444.20, And Extending The Contract Term By 116 Days. (R. Blackketter)
- 11.U. Consider For Approval Change Order #1 From McDonald Municipal & Industrial (MMI), For The Downtown Gas Lamp Replacement Project Decreasing The Contract Amount From \$417,450.00 By \$84,750.00 To The Final Cost Of \$332,700.00, And Extending The Term By 35 Days. (R. Blackketter)
- 11.V. Consider For Approval The Professional Engineering Services Proposal From Arceneaux, Wilson And Cole (AWC) To Perform The Airport Pump Station (PS) Ground Storage Tank (GST) Improvements Design, At A Cost Not To Exceed \$748,050. (D. Christodoss)
- 11.W. Consider For Approval Bid #19-011 For The Annual Street Materials Bid From Various Vendors (Century Asphalt, MDN, Core & Main). Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (K. Hockersmith)
- 11.X. Consider For The Approval Of The No Cost Time Extension Amendment To The Goodman Corporation Contract Which Will Cover Oversight Of The Trolley Cars Restoration, Safety And Security Plan Oversight And System Startup, And The Conclusion Of Livable Communities Initiative Phase II (LCI). (D. Smith)
- 11.Y. Consider For The Approval Of The Change Order Totaling \$135,195, Plus An Extension Of Time To December 16, 2019, To Gomaco Trolley Company For The Trolley Restoration Project, Which Was Previously Awarded Under RFP 17-02. The Original Approved Amount Was \$3,792,440. The Total Project Cost With This Change Order Will Be \$3,927,635 (3.6%). (D. Smith)
- 11.Z. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock (Motorgrader / Streets) And Associated Equipment From Associated Supply Company (ASCO) Through HGAC Buy For A Total Price Of \$222,872.86. (D. Smith)
- 11.AA. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock (Ford F150 4X4 / Parks) And Associated Equipment From Silsbee Ford Through Buy Board For A Total Price Of \$30,445. (D. Smith)
- 11.BB. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock (Brush Truck / Sanitation) And Associated Equipment From Grande Truck Center Through Buy Board For A Total Price Of \$147,290. (D. Smith)
- 11.CC. Consider For Approval Minutes Of The April 25, 2019 Workshop And Regular Meeting And The May 15, 2019 Special Meeting. (J. Williams)
- 11.DD. Receive And File A Letter From The Coastal Windstorm Insurance Coalition. (Yarbrough)
- 11.EE. Receive And File Mayor Yarbrough's Reappointment Of Don Davison To The City Of Galveston Employees' Retirement Fund For Non-Civil Service Employees. (Yarbrough)

12. ACTION ITEMS

- 12.A. Discuss And Consider For Action Extending The Galveston Park Board Of Trustees Audit On Policies And Procedures Of Commissions, Bonuses, Pay Increases And Payroll For The Next Council Meeting In July. (G. Bulgherini)
Motion was made by MPT Brown, second by Mayor Yarbrough, to extend the Park Board Audit for one additional month. The motion passed 6-0; CM Collins was not present for the vote.

12.B. Discuss And Consider Appointments To The Following Boards, Commissions, And Committees:

City Council - Mayor Pro Tem - Motion was made by Mayor Yarbrough, second by CM Collins, to appoint Dr. Brown as Mayor Pro Tem for one year. Unanimously approved.

Wharves Board - Ex Officio Member - Motion was made by Mayor Yarbrough, second by CM Hardcastle, to appoint MPT Brown to the Wharves Board. Unanimously approved.

Park Board - Ex Officio Member - Motion was made by Mayor Yarbrough, second by MPT Brown, to appoint CM Collins to the Park Board. Unanimously approved.

Park Board - Position 3 - Motion was made by Mayor Yarbrough, second by CM Hardcastle, to reappoint Spencer Priest. Unanimously approved.

Park Board - Position 8 - Motion was made by Mayor Yarbrough, second by CM Hardcastle, to appoint David Jacoby. The motion passed 5-0; CM Bly and Dr. Cole abstained from voting.

Park Board - Position 2 - Motion was made by Mayor Yarbrough, second by MPT Brown, to reappoint Steven Creitz. Unanimously approved.

Park Board - Position 6 - Motion was made by Dr. Cole, second by CM Collins, to appoint Marty Fluke. Unanimously approved.

Park Board - Position 1 - Motion was made by Mayor Yarbrough, second by CM Collins, to reappoint Will Wright. Unanimously approved.

Complete Census Count Committee - Motion was made by Mayor Yarbrough, second by CM Collins, to appoint Robert Quintero, Mary Longoria, Joan Oelze, and Sam Melchar. Unanimously approved.

H-GAC - Gulf Coast Economic Development Board - Motion was made by Mayor Yarbrough, second by CM Hardcastle, to appoint Garrett McLeod. Unanimously approved.

13. ADJOURNMENT

The meeting was adjourned at 2:55 p.m.

Janelle Williams, City Secretary

Date Approved:

DRAFT
MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
WORKSHOP - JULY 25, 2019

7/25/2019 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER

With a quorum present, the workshop was called to order at 8:05 a.m.

2. ROLL CALL

Present: Mayor James Yarbrough, Mayor Pro Tem Dr. Craig Brown, Council Member Amy Bly, Council Member David Collins, Council Member Jason Hardcastle, Council Member John Listowski, and Council Member Dr. Jackie Cole.

3. DISCUSSION ITEMS

3.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. (30 Minutes)

Items 10D, 11B, 11C, 11N, 11T, 11R, 11S, 10E, 11T, 11U, 11W, 11X, 11DD were clarified by staff.

3.B. Discussion Of The FY 2020 Budget And FY 2020-024 Capital Improvement Plan (B. Maxwell/M. Loftin - 1 Hour)

Assistant City Manager Mike Loftin provided the FY 2020-2024 Capital Improvement Plan and FY 2020 Budget Update. The proposed budget will be presented on August 5 and discussed in the August 8 Council Workshop. August 8 action items will include proposing a tax rate and scheduling public hearings on the tax rate and budget. The Citywide Budget Overview was provided: (1) there is no water increase in FY 2020; (2) this is the last year for a property tax rollback rate that allows for 8 percent increase over the prior year; (3) Civil Service personnel Collective Bargaining Agreements are due for renewal; (4) there is a health benefits contribution adjustment for all City departments, as well as the Port and the Park Board; (5) the CIP is ongoing - a bond sale is scheduled for Street and Drainage Programs in the fall of 2019; and (6) there are 870 budgeted positions which is down from 882 in FY 2019. The General Fund Budget Overview was provided: (1) general recurring revenue growth is \$1.79 million; (2) major increases in recurring costs is \$2.35 million; (3) the difference in recurring revenues and major costs is \$560,000 offset by a majority of \$1 million in department budget cuts made in FY 2019 and used as a base for FY 2020; proposed tax rate of \$0.581 (current is \$0.561) for public safety pay increases; proposed pay plans; balance of department cuts is approximately \$500,000.

3.C. Discussion Of A Collective Bargaining Agreement Between The City Of Galveston And The International Association Of Fire Fighters Local 571 For The Period Of October 1, 2019 Through September 30, 2023. (B. Maxwell - 15 Minutes)

Deputy City Manager Dan Buckley reported on a Collective Bargaining Agreement between the City and the International Association of Fire Fighters Local 571. He advised the agreement is for four years with a re-opening in two years for pay. This item will be placed on the next agenda for the Council's consideration.

3.D. Discuss Status And Recommendation Of Tom Brocato Of Lloyd Gosselink Related To The Following Items: (Legal - 15 Minutes)

Tom Brocato provided Council with a status and recommendation on matters related to (1) CenterPoint Electric resolution related to the rate request; (2) Texas Gas Service Cost of Service Adjustment; and (3) Texas Gas Service Hurricane Harvey Cost of Service request.

3.E. Permit Fees (T. Sukup - 20 Minutes)

Todd Sukup provided an update on Permit Fee changes. The current change proposal is intended to bring the city into compliance with state law. Data collected in the following

months will allow staff to perform cost-recovery analysis as part of a larger review of the entire permit fees. This item will be placed on an agenda in a few months for the Council's consideration.

- 3.F. Discuss The Purchase Of The L.M.C.G. Company, LLC Hangar At The Scholes International Airport At A Cost Not-To-Exceed \$250,000 (M. Shahan).

Airport Director Mike Shahan provided information on the City's possible purchase of the L.M.C.G. Company, LLC Hangar at the Airport. Discussion was held regarding the cost for the purchase, remodeling, and repairs for the hangar, and possible revenue for leasing hangar space. This item is on today's regular meeting agenda for the Council's consideration.

- 3.G. Discussion Of November 2019 Special Election Items (Yarbroough - 30 Minutes)

Mayor Yarbroough provided information on a possible measure on a November 2019 Election ballot to extend the Industrial Development Corporation until April 1, 2049. Discussion was held regarding the costs for a November Election. Staff will look into costs and bring back to Council.

Discussion was held regarding the following proposed Charter Amendments:

Proposition One: Should the city charter be amended to provide that the annual payment by the Galveston wharves to the city of Galveston shall be an amount equal to two percent of the Galveston wharves operating revenue or four hundred thousand dollars whichever is more?

Proposition Two: Should the city charter be amended to provide that city council shall by ordinance establish the monetary limit of the city manager's procurement authority to enter into contracts without prior council approval in an amount not to exceed that required by state law for competitive bidding or procurement?

Proposition Three: Should the city charter be amended to provide that the city of Galveston will obtain written competitive bids on purchases in compliance with state law and provide that city council shall be ordinance prescribe when competitive bids or proposals shall be obtained when not required by state law as well as the manner in which such bids shall be taken?

Position Four: Should the city charter be amended to provide that the city council will meet for one regular session per month and have such other special meetings upon the request of the mayor or two members of council?

Proposition Five: Should the city charter be amended to provide that the Galveston wharves must comply with the competitive bidding laws or the state of texas?

Proposition Six: Should the City Charter be amended to define "Capital Improvements" to include green infrastructure, including but not limited to detention ponds, drainage swells and trees, as a component of the improvement to enhance the benefits of the project? (submitted by Dr. Cole)

Dr. Cole would like to see a charter amendment to require Port leases to be approved by City Council.

- 3.H. Transit Items

Assistant City Manager Rick Beverlin and FlixBus representative Joe Yen provided information on FlixBus routes and fares.

Rick Beverlin provided an update and recommendations on Island Transit. This item will be

placed on next month's agenda for the Council's consideration.

- 3.I. Discuss A Proposal For An Amnesty Program For The City Of Galveston Municipal Court Of Record.
(G. Lopez - 15 Minutes)

Deferred.

- 3.J. Receive And Discuss A Demonstration Of The Barnacle Parking Enforcement System (B. Stroud - 15 Minutes)

Deferred.

- 3.K. Discussion Of A Proposed Ordinance Prohibiting Obscuring Architectural Features Of Buildings In The Strand/Mechanic Area (Collins 15 Minutes)

CM Collins reported that Landmark Commission has been working on a compatible solution to disallow merchandise and signs to obscure architectural features of buildings in the Strand/Mechanic District. City Attorney Don Glywasky advised in years past the focus was on prohibiting certain types of merchandise. The proposed ordinance is neutral regarding the types of merchandise and is designed to prohibit the outside of the building from being obscured from architectural or historic tourism. Discussion was held regarding whether this ordinance would limit marketing or advertising for the businesses. This item will be placed on the August 22nd agenda for the Council's consideration.

- 3.L. Park Board Report (Collins/Yarbrough - 10 Minutes)

CM Collins would like to provide a report on a monthly basis. He advised the sand renourishment of Babe's Beach will begin next week.

4. EXECUTIVE SESSION

The City Council convened into Executive Session at 12:32 p.m. and reconvened into Open Session at 1:40 p.m. No action was taken during Executive Session.

- 4.A. 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.A.1. No. 18-CV-160; Joshua Herridge V. City Of Galveston Et Al; In The United States District Court For The Southern District Of Texas, Galveston Division

- 4.A.2. Matters Related To Collective Bargaining With The Galveston Municipal Police Association

- 4.B. Pursuant To Texas Gov't Code 551.072 An Executive Session Will Be Conducted To Deliberate The Possible Exchange Lease Or Value Of Real Estate In Connection With Transaction With The City.

5. ADJOURNMENT

The workshop was adjourned at 1:40 p.m.

Janelle Williams, City Secretary

Date Approved:

DRAFT
MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
WORKSHOP - JULY 25, 2019

7/25/2019 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER

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Present: Mayor James Yarbrough, Mayor Pro Tem Dr. Craig Brown, Council Member Amy Bly, Council Member David Collins, Council Member Jason Hardcastle, Council Member John Listowski, and Council Member Dr. Jackie Cole.

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- 4.A.2. Matters Related To Collective Bargaining With The Galveston Municipal Police Association

- 4.B. Pursuant To Texas Gov't Code 551.072 An Executive Session Will Be Conducted To Deliberate The Possible Exchange Lease Or Value Of Real Estate In Connection With Transaction With The City.

5. ADJOURNMENT

The workshop was adjourned at 1:40 p.m.

Janelle Williams, City Secretary

Date Approved:

DRAFT
MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
REGULAR MEETING - JULY 25, 2019

7/25/2019 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER

With a quorum present, the meeting was called to order at 1:48 p.m.

2. ROLL CALL

Present: Mayor James Yarbrough, Mayor Pro Tem Dr. Craig Brown, Council Member Amy Bly, Council Member David Collins, Council Member Jason Hardcastle, Council Member John Listowski, and Council Member Dr. Jackie Cole.

3. INVOCATION

The Invocation was given by Captain Nathanael Doria of the Salvation Army.

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:

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

6.B. Oath Of Office - City Marshal Cecil Stroud

Newly appointed City Marshal Cecil 'Butch' Stroud was sworn in by City Secretary Janelle Williams.

7. COMMUNICATIONS AND PETITIONS

Claims: 19-051 - David Brien; 19-052 - Jo Anne Leger; 19-053 - La Toshia Ibarguen; 19-054 - Galveston Aviation Services; 19-055 - Raymond Guzman; 19-056 - Robert Hooper; 19-057 - Mariah Washington; 19-058 - Donald Ray Sessions; 19-059 - Nathan Seward; 19-060 - Joe Trum; 19-061 - Jacqueline Johnson; 19-062 - Gladys Jones; 19-063 - Ernest Durand; 19-064 - Philip Fulton.

8. PUBLIC HEARINGS

- 8.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Designating The Property Located At 1912 Church / Avenue F, As A "Galveston Landmark", Property Is Legally Described As Lot

10, Block 439, In The City And County Of Galveston, Texas; Requesting The Historic Preservation Officer Record The Property's Landmark Designation In The Official Public Records Of Real Property In Galveston County, The Tax Records Of The City Of Galveston And The Central Appraisal District, And The Official Zoning Maps Of The City Of Galveston, Texas; Designating The Site As A Historically Or Archeological Significant Site In Need Of Tax Relief To Encourage Its Preservation; Planning Case Number 19P-032; , Making Various Findings And Provisions Related To The Subject. (C. Gorman)

Ordinance No. 19-037 was read by caption. Catherine Gorman provided staff comments. The public hearing was opened. Property owner Brian Pinkston spoke in favor of the designation. The public hearing was closed.

Motion was made by CM Collins, second by CM Bly, to approve the landmark designation. Unanimously approved.

9. PUBLIC COMMENT

Agenda Items - Elizabeth Beeton commented on charter amendments.

Non-Agenda Items - Sandra Walters commented on the shooting of her son Christopher Williams.

10. ORDINANCES (NOT REQUIRING PUBLIC HEARINGS)

- 10.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending Ordinance No. 19-004, An Ordinance Which Amended Chapter 36, "Water, Sewers And Sewage Disposal" The Water Rates For 2019, To Provide Specification, And Correct Scribner's Error(S) For Codification Purposes; Making Various Findings And Provisions Related To The Subject; And Providing An Effective Date. (Legal)

Ordinance No. 19-038 was read by caption. Motion was made by Mayor Yarbrough, second by CM Hardcastle, to approve the ordinance. Unanimously approved.

- 10.B. Texas Gas Service - Cost Of Service Adjustment ("COSA") Filing

Consider For Approval An Ordinance Of The City Council Of The City Of Galveston, Texas, ("City") Approving A Negotiated Resolution Between The City Of Galveston And Texas Gas Service ("TGS" Or "The Company") Regarding The Company's April 30, 2019 Cost Of Service Adjustment ("COSA") Filing; Declaring Existing Rates To Be Unreasonable; Adopting New Tariffs That Reflect Rate Adjustments Consistent With The Negotiated Settlement And Finding The Rates To Be Set By The Attached Tariffs To Be Just And Reasonable; Providing For The Recovery Of The City's And TGS' Reasonable And Necessary Rate Case Expenses; Adopting A Savings Clause; Determining That This Ordinance Was Passed In Accordance With The Requirements Of The Texas Open Meetings Act; Declaring An Effective Date; Repealing Any Prior Ordinances Inconsistent With This Ordinance And Requiring Delivery Of This Ordinance To The Company's And The City's Legal Counsel. (Legal)

Ordinance No. 19-039 was read by caption. Motion was made by Mayor Yarbrough, second by CM Hardcastle, to approve the ordinance. Unanimously approved.

- 10.C. Consider For Approval An Ordinance Of The City Council Of The City Of Galveston, Texas, ("City") Approving A Negotiated Resolution Between The City And Texas Gas Service ("TGS" Or The "Company") Regarding The Company's Statement Of Intent To Increase Rates To Recover Hurricane Harvey Response Costs Within The Gulf Coast Service Area; Providing For The Recovery Of The City's And TGS' Reasonable Necessary Rate Case Expenses; Determining That This Ordinance Was Passed In Accordance With The Requirements Of The Texas Open Meetings Act; Repealing Any Prior Ordinances Inconsistent With This Ordinance And Requiring Delivery Of This Ordinance To The Company's And The City's Legal Counsel. (Legal)

Ordinance No. 19-040 was read by caption. Motion was made by CM Collins, second by CM Listowski, to approve the ordinance. Unanimously approved.

- 10.D. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The Total Operating Budget For Fiscal Year Ending September 30, 2019, By Adjusting Various Budget Accounts In The Amount Of One Million Three Hundred Seventy Four Thousand Five Hundred Ninety-One Dollars (\$1,374,591) To Adjust And Properly Record For Expenditures In Connection With Carry Over Appropriations From Prior Fiscal Years Including The Purchase Of Water Meters, Vehicles, Update Of Salary Compensation Study, Police Pension Increase And Ineligible Cdbg Expense Related To The Cantera Settlement; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date. (M. Loftin)

Ordinance No. 19-041 was read by caption. Motion was made by MPT Brown, second by CM Collins, to approve the ordinance as outlined except excluding Section 4. Unanimously approved.

- 10.E. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending "The Code Of The City Of Galveston 1982, As Amended", Chapter 2, "Administration", Article Iv. "Boards, Commissions And Committees", Division 5 "Finance And Fiscal Affairs Committee" To Revise The Name Of The Committee To "Finance, Fiscal Affairs And Investments Committee", And Revising The Scope Of The Duties Of The Committee, Making Various Findings And Provisions Related To The Subject; Providing For An Effective Date. (Yarbrough)

Ordinance No. 19-042 was read by caption. Motion was made by Mayor Yarbrough, second by CM Listowski, to approve the ordinance. Unanimously approved.

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 Hardcastle, second by MPT Brown, to approve Consent Items 11A through 11BB and 11DD, and deferring Item 11CC. Unanimously approved.

- 11.A. Consider For Approval A Resolution Of The City Of Galveston Texas Finding That Centerpoint Energy Houston Electric, LLC's Requested Increase To Its Electric Transmission And Distribution Rates And Charges Within The City Should Be Denied; Finding That The City's Reasonable Rate Case Expenses Shall Be Reimbursed By The Company; Finding That The Meeting At Which This Resolution Is Passed Is Open To The Public As Required By Law; Requiring Notice Of This Resolution To The Company And Legal Counsel. (Legal)
Resolution No. 19-027
- 11.B. Consider For Approval A Request For Authorization To Retain Marc J. Hill Of The Firm Of Hill & Hill To Represent The City Of Galveston In The Anticipated Condemnation Of City Property Within The City Of Galveston By Texas International Terminals Inc. (Legal)
- 11.C. Consider For Approval Accepting The City Auditor's Report On Galveston Island Convention And Visitor's Bureau (GICVB). Complaint Number 1 Of 2. (G. Bulgherini)
- 11.D. Consider For Approval The Purchase Of Lot 9, South Shore Drive, Galveston, TX 77551 In The Amount Of \$195,000 Plus Closing Costs. (B. Cook)
- 11.E. Consider For Approval The Purchase Of The L.M.C.G. Company, LLC Hangar At The Scholes International Airport At A Cost Not-To-Exceed \$250,000 (M. Shahan).
- 11.F. Consider For Approval Up To \$125,000 Of Capital Improvement Project Costs Relating To Large Water Meter Parts And Other Ancillary Equipment For Re-Classification From The Combined Utility System Operating Budget To The Water Certificates Of Obligation Budget For The Non-Revenue Water Mitigation Program. (M. Loftin)

- 11.G. Consider For Approval The Engagement Of Gabriel Roeder Smith & Company ("GRS") For Actuarial Services To Prepare The December 31, 2018 OPEB Valuation And GASB 75 Valuation Reports For Fiscal Years Ending September 30, 2019 And 2020. (M. Loftin)
- 11.H. Consider Approving Purchases Of Building Maintenance, Repair, Operations Supplies And Equipment Using The Contract With McCoy's Building Supply Through The BuyBoard Purchasing Cooperative. Estimated Costs For Products Not To Exceed Council Approved Budgets. (M. Loftin)
- 11.I. Consider For Approval An Economic Development Agreement In The Amount Of \$50,000 Between The Industrial Development Corporation, And The City Of Galveston For Improvements And The Maintenance Of Those Improvements Along 25th Street From Broadway To Seawall Blvd. (G McLeod)
- 11.J. Consider Authorizing The City Manager To Sign Initial Award Acceptance Letter For FEMA 404 Hazard Mitigation Grant Program (HMGP) Upon Notification And Kickoff Meeting With The Texas Division Of Emergency Management (TDEM) Of Grant Award For The 15th Street Pump Station. (T. Wroblewski)
- 11.K. Consider For Approval An Interlocal Agreement Between The City Of Galveston And Gulf Coast Gun Busters For The Disposal Of Weapons Approved For Destruction By The Court, State Law, Or Galveston Police Department Policy, At No Cost To The City. (V. Hale)
- 11.L. Consider For Approval Acceptance Of A Donation Of SCBA Air Compressor From Metro Fire Apparatus To The City Of Galveston Fire Department. (M. Wisko)
- 11.M. 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 University Of Texas Medical Branch (Utmbr) For The Provision Of Mutual Aid In The Event Of Emergencies; Approving And Authorizing The City Manager To Execute A The Agreement; Providing For Findings Of Fact And Providing For An Effective Date. (M. Wisko)
Resolution No. 19-028
- 11.N. Consider For Approval The Purchase And Install A 200 KW Standby Emergency Generator And Automatic Transfer Switch From Crescent Electric For The West Technology Facility And Pump Station Located At 13805 Stewart Road For An Amount Not To Exceed \$85,700.00. (C. Kenworthy)
- 11.O. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock (1 Refuse Crew Cab PU) And Associated Equipment From Silsbee Ford Inc. Through Good Buy For A Total Price Of \$33,163.75 And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. (D. Smith)
- 11.P. Consider For Approval The Purchase Of Sanitary Sewer Inspection Equipment Through A Buyboard Contract From CLS Equipment Co. Inc. At A Cost Of \$23,089.42. (A. Grasso)
- 11.Q. Consider For Approval The Purchase Of Shoring Box Equipment For Trench Safety From National Trench Safety At A Cost Of \$19,980.00. (A. Grasso)
- 11.R. Consider For Approval A Proposal From Terracon Consultants, Inc., For Seawall Boulevard From Ferry Road To Boddeker Drive In The Amount Not To Exceed \$15,420.00 To Perform Construction Material Testing Geotechnical Engineering Services. (D. Christodoss)
- 11.S. Consider For Approval A Proposal From Terracon Consultants, Inc., For The Downtown Livable Communities Initiative (LCI) Phase 2 (Pedestrian Transit Improvements) – Strand To Post Office And 20th To 25th Street In The Amount Not To Exceed \$18,240.00 To Perform Construction Material Testing Geotechnical Engineering Services. (D. Christodoss)
- 11.T. Consider For Approval A Proposal From Terracon Consultants, Inc., For The 25th Street Improvements - Broadway To Seawall Project In The Amount Not To Exceed \$78,335.00 To Perform Construction

Material Testing Geotechnical Engineering Services. (D. Christodoss)

- 11.U. Consider For Approval A Proposal From Terracon Consultants, Inc., For The 24 Inch Water Line From The 59th Street Pump Station (PS) To The Airport PS In The Amount Not To Exceed \$224,690.00 To Perform Construction Material Testing Geotechnical Engineering Services. (D. Christodoss)
- 11.V. Consider For Approval The Best And Final Offer/Proposal From BRH-Garver Construction, L.P. For \$3,645,397.50 To Provide 6-Inch And 8-Inch Valve Assessment, Exercise, And Valve Replacement Of Defective 6 And 8 Inch Valves Citywide. (D. Christodoss)
- 11.W. Consider For Approval Of The Professional Engineering Services Agreement With Arceneaux Wilson & Cole, LLC (AWC) For Engineering Design Of The Recycling Center Office For An Amount Not To Exceed \$36,275.00. (R. Blackketter)
- 11.X. Consider For Approval Of Change Order No. 2 To The Contract With Main Lane Industries, Ltd., For The 45th Street Improvements From Broadway To Seawall Boulevard Project, Increasing The Contract By \$172,130.00 From The Amount Of \$9,848,123.00 To A New Total Amount Of \$10,020,253.00. (R. Blackketter)
- 11.Y. Consider For Approval Of Change Order No. 1 To The Contract With E. P. Brady, Ltd., For The Sanitary Sewer Improvements Along 8 Mile Road From Stewart Road To Sunny Beach Project, Increasing The Contract By \$365,994.85 From The Amount Of \$2,078,860.00 To A New Total Amount Of \$2,444,854.85, And Extending The Contract Term By 90 Days. (R. Blackketter)
- 11.Z. Consider For Approval Change Order No. 2 To The Contract With Ardent Construction LLC, For The 30th Street Water & Electric Light Station Rehabilitation Project Increasing The Contract By \$61,219.00 From The Amount Of \$2,920,928.51 To A New Total Amount Of \$2,982,147.51. (R. Blackketter)
- 11.AA. Consider For Approval Minutes Of The May 23, 2019 Workshop And Regular Meeting, And The June 19, 2019 Special Meeting. (J. Williams)
- 11.BB. Receive And File The Following Documents:
- 11.CC. Consider For Approval A Collective Bargaining Agreement Between The City Of Galveston And The International Association Of Fire Fighters Local 571 For The Period Of October 1, 2019 Through September 30, 2023. (B. Maxwell)
Deferred.
- 11.DD. Consider For Approval A Contract For Election Services Between The City Of Galveston And Galveston County For The Purpose Of Holding A City Election On November 5, 2019. (J. Williams)

12. ACTION ITEMS

- 12.A. Discuss And Consider Appointments To The Following City Boards, Commissions, And Committees:
Complete Census Count Committee - Motion was made by CM Collins, second by Mayor Yarbrough, to appoint Patricia Gray. Unanimously approved.

13. ADJOURNMENT

The meeting was adjourned at 2:15 p.m.

Janelle Williams, City Secretary

Date Approved:



City of Galveston

OFFICE OF THE MAYOR

PO Box 779 | Galveston, TX 77553-0779
citycouncil@galvestontx.gov | 409.797.3510

August 14, 2019

Mr. V.J. Tramonte, Chairman
Mr. Keith Palmer, Chair – GEDP Maritime Task Force
Galveston Economic Development Partnership
P.O. Box 8029
Galveston, Texas 77553

RE: Exploration of Maritime Infrastructure Enhancements

Gentlemen:

Several years ago, I participated in your Annual GEDP Economic Development Summit. During that meeting I shared a vision for Galveston. With regard to the Port of Galveston, I shared a three-step plan for moving forward. 1. Complete the economic impact assessment(complete), 2. Develop a Port masterplan for long term planning purposes (in progress), and 3. Evaluate the most effective management structure for the Port that could yield the highest economic impact for the Port, the City, and the citizens of Galveston.

As you know, we have been exploring the possible enhancement of the collaboration between the Port of Galveston, the Navigation District, and County-wide maritime industry for the purpose of leveraging available resources to the benefit of needed port/maritime infrastructure. Through the years a number of conversations have been had, but to date no serious alternatives have been developed for articulating potential solutions for moving forward.

In this regard, I would like to ask you to consider utilizing the GEDP Maritime Task Force in researching, exploring, evaluating and ultimately delivering an assessment of what options may be available for the potential realignment of stakeholder resources that would yield the greatest opportunity for growing our maritime industry.

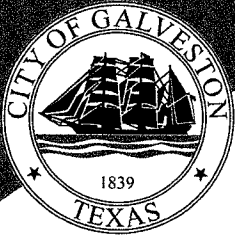
My expectation would be for the GEDP to develop an assessment of potential Navigation District options, as afforded by the Texas Constitution/legislation; clarity on the role(s) of each entity involved within the options and a pathway forward to pursue the identified options.

Thank you in advance for your consideration.

Sincerely,

James D. Yarbrough
Mayor





City of Galveston

OFFICE OF THE MAYOR

PO Box 779 | Galveston, TX 77553-0779
citycouncil@galvestontx.gov | 409.797.3510

July 11, 2019

Raymond Turner, Sr.
1211 21st Street #413
Galveston, Texas 77550

Dear Mr. Turner:

Thank you for agreeing to serve on the Galveston Housing Authority Board of Directors. As you are aware, this Board and its mission are very important to our community.

This letter will serve as your official notice of reappointment to the GHA Board and should I be able to assist you or the Board please call.

The term of your reappointment to Position 5 of the GHA is July 1, 2019 through June 30, 2021.

The City Council and I wish to thank you for your willingness to serve our wonderful community.

Sincerely,


James D. Yarbrough
Mayor

cc: Melvin Williams – GHA Board Chairman
Mona Purgason – Executive Director





City of Galveston

OFFICE OF THE MAYOR
PO Box 779 | Galveston, TX 77553-0779
citycouncil@galvestontx.gov | 409.797.3510

July 11, 2019

Angela Brown
2019 Avenue N-1/2
Galveston, Texas 77550

Dear Angela:

Thank you for agreeing to serve on the Galveston Housing Authority Board of Directors. As you are aware, this Board and its mission are very important to our community.

This letter will serve as your official notice of appointment to the GHA Board and should I be able to assist you or the Board please call.

The term of your appointment to Position 4 of the GHA is July 1, 2019 through June 30, 2021.

Enclosed you will find information for completing the Open Meetings Act and Public Information Act training, and a Statement of Appointed Officer Form to be completed and returned to the City Secretary's Office.

The City Council and I wish to thank you for your willingness to serve our wonderful community.

Sincerely,



James D. Yarbrough
Mayor

cc: Melvin Williams – GHA Board Chairman
Mona Purgason – Executive Director



RESOLUTION NO. 19-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS,
SUPPORTING LEGISLATION THAT GRANTS STATES GREATER AUTHORITY TO
ADDRESS EXCESSIVE DELAYS AT RAILROAD CROSSINGS, IN CONSULTATION
WITH AFFECTED MUNICIPALITIES.**

WHEREAS, the U.S. Congress is considering reauthorization of federal surface transportation, rail, and transit programs currently authorized under the Fixing America's Surface Transportation Act (FAST Act); and,

WHEREAS, the City of Galveston joins cities in Texas, Kansas, Illinois, Ohio, Wisconsin, Michigan, Arkansas, California, Colorado, Florida, Iowa, Oklahoma, Tennessee and many more who experience the epidemic and extreme train delays blocking railroad crossings on critical arteries in their communities; and

WHEREAS, public safety concerns about emergency response are growing with increasing evidence reported by cities where first responders were unable to transport injured persons and save lives due to excessive train delays at railroad crossings; and,

WHEREAS, lengthy train delays occur on one of the two critical emergency evacuation routes from Galveston Island; Broadway and Harborside. Trains blocking Harborside greatly impact public safety by eliminating half the primary available routes to and from the Island; and,

WHEREAS, federal courts have found that laws and local ordinances attempting to limit and manage train delays are preempted by the Interstate Commerce Commission Termination Act and the Federal Railroad Safety Act. States where such laws have been struck include Texas, Kansas, Illinois, Kentucky, Indiana, Ohio, Wisconsin, and Michigan; and,

WHEREAS, there are no federal regulations that govern or limit the length of trains. The U.S. General Accounting Office (GAO) has found freight train length has increased in recent years by about 25 percent since 2008, with average lengths of 1.2 and 1.4 miles in 2017; and,

WHEREAS, after state and local officials expressed concerns that longer trains can prolong the duration of blocked crossings, the GAO recommends the Federal Railroad Administration share study results on longer trains and work with railroads to engage state and local governments to identify and reduce impacts of longer freight trains on highway-railroad crossings; and,

WHEREAS, grade-separation projects are the most effective method to address blockages and improve safety, these are costly projects and may not always be fiscally or logistically realistic for the local community; and,

WHEREAS, Section 130 Highway-Rail Crossing Safety Program provides states with federal formula funds to eliminate hazards posed by blocked grade crossings due to idling trains. However, there are use restrictions (50 percent must be spent on protective devices) that impede a state's ability to select more grade-separation projects or innovative projects; and,

WHEREAS, other federal and state transportation funding can also be applied, but grade crossing improvements, especially costly grade separation projects, must compete against a wide range of critical transportation needs; and,

WHEREAS, federal transportation reauthorization legislation should: 1) grant greater authority to states to manage excessive train delays at railroad crossings with reasonable time limits; 2) greater federal program flexibility to fund innovative approaches to eliminate trains blocking railroad crossings; and 3) hold railroads more accountable for identifying solutions in consultation with communities adversely impacted by unreasonable and unsafe train delays at railroad crossings.

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. That the Mayor and City Council, City Manager, City Attorney, and the Legislative Coordinator or their designees shall communicate support for such legislation to the Resolutions Committee for the Texas Municipal League in furtherance of the City's interest.

SECTION 3. The City Manager, or his designee, is directed to actively pursue passage of such legislation through communication with members of the U.S. Congress at a time and manner they deem appropriate in furtherance of the City's interests.

SECTION 4. This resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

DON GLYWASKY
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 ____th day of August, 2019, 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 ____th day of August, 2019.

Secretary for the City Council

of the City of Galveston

City of Galveston



P. O. Box 779 / Galveston, Texas 77553-0779

Staff Report

August 13, 2019

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider and Take Possible Action on results of Public Meeting which was held on April 11, 2019, with regard to proposed fare changes for Island Transit Fixed Route and Demand Response Services.

I. Background

- A. A Public Meeting was held on April 11, 2019, which had thirty-eight (38) attendees. Public comments both written and provided in person included the following responses:
- Doubling the ADA/RIDES Fare from \$2 to \$4 - *Majority of Respondents were Opposed*
 - Doubling the Fixed Route Fare from \$1 to \$2 - *Majority were Respondents Opposed*
 - Eliminating Weekend Services - *Majority of Respondents were Opposed*
 - Many of the comments focused on the desire for extended hours, services and routes.
 - Majority of respondents stated they rely on the Island Transit services for their daily needs (shopping, work, errands, doctor's visits, etc).
- B. Island Transit Staff also conducted an on-board Rider Survey, which yielded 109 responses (of the estimated 550 total daily Island Transit Fixed Route patrons). Of the 109 Riders surveyed, most stated that they:
- Walk to/and from the bus stop (100%)
 - Use the service at least 5 days a week (57%)
 - Have been riders 4+ years (59%)
 - Do not have access to an automobile (90%)
 - Have a Smart Phone (67%)
 - Would use a Transit App if available (71%)
 - Demographic Profile: 40% African-American, 39% White, 15% Hispanic, 3% Asian
 - Majority Female (70%)

II. Current Situation

Based on the Public Input Received, Survey of Current Riders, and recent success of contracting with Harris County RIDES to control previously escalating ADA Paratransit Trip Costs to the Island Transit system as a whole, there is not an immediate need to raise fixed route and ADA/Paratransit RIDES fares.

In fact, Staff is recommending consideration of “Free” Fares on **Fixed Route** (with an annual issued \$5 ID) for all current ADA/RIDES clients, patrons over 65 years of age, and retired, honorably discharged or disabled U.S. Veterans. This action should further enhance Fixed Route ridership for Island Transit.

Under separate action, it is recommended that the Rubber Tire and Rail Trolley Cash Fare be raised to at least \$2 after the Rail Trolleys return to service (projected May of 2020)

III. Alternatives in order of priority

Alternative A

- a) Fixed Route Standard Fare (No Change at \$1 per trip)
- b) Fixed Route “Free” Fares with Annual \$5 City Issued ID (NEW)
 - a. Pre-qualified ADA Paratransit (now RIDES) Patrons – FREE
 - b. Persons over 65 – FREE
 - c. Retired, Honorably Discharged AND Disabled Veterans – FREE

In order to obtain a City issued Annual ID, patrons will need to provide requisite documentation AND pay \$5 annually (with Evidence of ADA Paratransit Qualification, Government issued ID indicating 65 years of age or older, US Veteran ID Card DD 214 Document, OR Texas Driver’s License ID also indicating Veteran status (Retired, Honorably Discharged or Disabled).

- c) ADA Paratransit/RIDES (No change at \$2 per trip)
- d) *Trolley Fare Increase \$1 to \$2 Cash Fare (separate action prior to May 2020)*

Alternative B

- a) Fixed Route Standard Fare (increase from \$1 to \$2 one-way)
- b) Free Fixed Route Fares – N/A
- c) ADA Paratransit (increase from \$2 to \$4 one-way)

Alternative C

Do Nothing (No Change)

IV. Recommendation

Concur in Alternative A as recommended by City Staff.

V. Fiscal Impact Report

Anticipated Savings:

Potentially will reduce trip demand on ADA Paratransit/RIDES AND will enhance fixed route ridership. Each trip provided through RIDES is approximately \$15 per trip, whereas each fixed route trip cost is \$8. Encouraging users to take Fixed Route that might otherwise qualify for ADA Paratransit now, or in the near future will increase fixed route ridership – which does contribute to state funding contributions to the City, and additionally negates a potential more costly trip via RIDES.

Requested by

Rick Beverlin
Assistant City Manager

Funding Source-FTA Section 5307 & General Fund

- VI. Environmental Impact** – Maintaining or increasing transit service levels typically contributes to a positive environmental impact, and with “choice riders” (those with access to a single occupant vehicle-who choose to ride transit, it contributes to reduced congestion and pollution).

Respectfully Submitted,

Rick Beverlin
Assistant City Manager

Island Transit Comment Form

Fixed Route & Dial-A-Ride Service Reduction

The City of Galveston and Island Transit are seeking comments from stakeholders and riders regarding Fixed Route & Dial-A-Ride Service Reduction, specifically consideration of elimination of weekend services, thereby limiting both Island Transit Fixed Route and Dial-A-Ride Services to Weekdays (Monday through Friday).

All written comments are welcome. (Please Print)

Name: _____

Address: _____

City, State, ZIP: _____

Phone: _____

Email: _____

Date: _____

To mail, please fold along dotted lines with this page on the inside, affix postage, and tape closed (do not staple). Comment sheets may also be faxed to (409) 797-3901. For further information regarding this project, please contact Ms. Lila Zuniga at Island Transit (409) 797-3900 ext. _____. Comments can also be e-mailed to _____, or hand delivered to the City of Galveston Island Transit Offices are located at: 3115 Market St, Galveston, TX 77550

Island Transit Comment Form

Fixed Route & Dial-A-Ride Fare Increases

The City of Galveston and Island Transit are seeking comments from stakeholders and riders regarding both Fixed Route & Demand-Response (Dial-A-Ride) Fare Increases.

Dial-A-Ride service usage has doubled in ridership over the past decade. This is the costliest provision of service for the Island Transit system. Fares were increased in June of 2017 from \$1 to \$2. **A Fare increase is proposed for Dial-A-Ride Services from \$2 to \$4 per trip.**

Fixed Route service usage has declined over the past 6 years, and no increases in the fixed route fare has occurred in over 10 years. **A Fare increase is proposed for Fixed Route Services from \$1 to \$2 per trip.**

All written comments are welcome. (Please Print)

Name: _____

Address: _____

City, State, ZIP: _____

Phone: _____

Email: _____

Date: _____

To mail, please fold along dotted lines with this page on the inside, affix postage, and tape closed (do not staple). Comment sheets may also be faxed to (409) 797-3901. For further information regarding this project, please contact Michael Worthy at Island Transit (409) 797-3900 ext. 3904. City of Galveston Island Transit Offices are located at: 3115 Market St, Galveston, TX 77550

The City of Galveston/Island Transit is announcing notice of the opening of a 14-day Public Comment period beginning MARCH 29, 2019 and ending on Friday, APRIL 12, 2019 and a PUBLIC HEARING for PROPOSED DIAL-A-RIDE/ADA PARATRANSIT SERVICE CHANGES, PROPOSED MAJOR SERVICE REDUCTION and PROPOSED FARE INCREASES on Thursday, April 11 in Council Chambers at the Galveston City Hall, 823 Rosenberg, Galveston, Texas 77550. Public is invited to provide input on the ADA paratransit service, fixed route service and proposed fare changes. Meeting will be held from 5:30 p.m. to 6:30 p.m.

It's the policy of the City of Galveston to afford a disabled persons maximum access to all public meetings. The City will make reasonable accommodations to address the needs of persons with vision or hearing impairments or other disabilities, including provisions of readers or sign language interpreters when requested reasonably in advance. Please contact Island Transit at 409-797-3900 at least 48 hours in advance.

City will also make reasonable accommodations to provide transportation to and from the meeting for qualified Dial-A-Ride/RIDEs patrons, with day in advance notice.

Lila Zuniga

F. y. d.

From: Meredith McMorris <meredithmcmorris@yahoo.com>
Sent: Wednesday, April 3, 2019 7:00 AM
To: Transit-Comments
Subject: [EXTERNAL] Survey

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am a regular bus rider. Galveston needs the busses during the week and on weekends to get to work and around town. I do not drive because I have a learning disability. The bus gives me more independence that I have fought hard for. Without the bus I would not be able to volunteer without rides from my parents or friends. The bus fare does not need to go up. I pay \$37.50 a month for unlimited rides. That is enough to pay a month. Please do not take away the buses for people that need them. Galveston needs them. I am sure other bus riders agree. I do not know what I would do without the bus. I would for one be forced to leave a school that I love to volunteer at and return to a school closer to home. I do not want to do that because I hear from friends that are teachers the school has tougher children.

Sincerely,
Meredith McMorris

Sent from my iPad

Lila Zuniga

From: Marissa Barnett
Sent: Tuesday, April 9, 2019 4:32 PM
To: Transit-Comments

Public comments from Facebook

Lydia Ybarra: They need to make the buses come back to campeche cove area on Saturday and Sunday because i live on the west side on the island on 9 mile rd and i cant ride my bike all the way to 81st street if i want to go to town

I cant go but i dont think they should cause most people cant afford to pay \$2 it should stay \$1



Marissa Barnett, Public Information Officer

Community Outreach Department

P.O. Box 779 Galveston, TX 77553 | 823 Rosenberg Galveston, TX 77550

D: 409.797.3546 | C: 409.692.6514 | mbarnett@galvestontx.gov

Get social! Follow @cityofgalveston On Facebook, Twitter, & Instagram

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Lila Zuniga

From: Therese Davis <davis5003695@sbcglobal.net>
Sent: Thursday, April 11, 2019 5:52 AM
To: Transit-Comments
Subject: [EXTERNAL] cutting of services

I work at a motel on 7400 block of Broadway and cutting weekend services will complicate my holding my job. I am concerned about cutting weekend services which most lower paying jobs require weekend transportation . It could throw some people back into poverty. Using Uber or Lyft is pretty expensive for people on lower paid jobs.

Lila Zuniga

From: Elliott, Joseph M. <jmelliott@UTMB.EDU>
Sent: Thursday, April 11, 2019 10:57 AM
To: Transit-Comments
Subject: [EXTERNAL] Service reduction

Hello,

I've tried this email, before. Hopefully it's working now.

I'm wondering about the newspaper article figures. \$400 thousand shortfall, of which cancelling weekends will save \$155 thousand. Is that right? What is the \$400k a part of. Why is the transit dept. making up for 39% of it?

Thanks,
Joe Elliott

Lila Zuniga

From: Rob <rglover329@gmail.com>
Sent: Friday, April 12, 2019 4:03 PM
To: Transit-Comments
Subject: [EXTERNAL] Fare increase and weekend service

1.

- Increasing fares might reduce ridership more. Very important survey questions will you still ride at \$2? If we double the fare but half as many ride, it is a wash.

- Tracking devices on busses and trolleys would increase ridership. With an app to show me where the bus is and how long my trip will take, I am more likely to ride. More efficient and reliable service is necessary to attract new riders.

2. - Must have weekend transportation option. Other cities are looking for ways to reduce vehicles on the road. It should be part of the infrastructure. It is as important as good roads and streetlights

- How about \$1 transit fee added to our water bill to augment costs? And/or a \$5 voluntary fee to help with deficit.

- Dial-ride must have a fare increase. If demand is increasing, it will bear it. However, might need an income adjusted rate for people that truly cannot afford the increase.

- Also, many riders are for dialysis. Can the dialysis providers help transport their patients or pay a subsidy for dial-a-ride.

Thanks for listening.

Rob. Glover

832-233-1475 1

Lila Zuniga

From: Margaret Canavan <mmcanavan@comcast.net>
Sent: Friday, April 12, 2019 12:57 PM
To: Transit-Comments
Cc: Craig Brown
Subject: [EXTERNAL] comments regarding proposed reduction in transit services

I am concerned about proposed reduction to fixed-route bus services in Galveston, for several reasons.

- The price increase for Dial-a-Ride type service seems reasonable, as this will provide continued service for the disabled and elderly. With this transportation service available, those with fixed incomes who use it can make decisions regarding when and where to go. However, this is a limited population of users and will leave out those who are "merely" poor.
- The proposed reduced bus service will seriously affect the able-bodied but financially disadvantaged members of our community. While the "American Dream" includes the desirability of automobiles for all, this unfortunately is not the case for many Galveston residents. Working poor will find it increasingly difficult to reach their places of employment.
- This will be catastrophic on weekends, particularly for those in hotel and restaurant service industries which seem their largest workload on weekends. So it will effect not only the workers, but the employers as well.
- Reducing service will lead to decreased ridership--leading to decreased income--and more decreased ridership--to continue the downward spiral that has been happening for some time. It would seem more future-oriented to work to increase ridership--and thus income--rather decrease it. Preferable to a decrease would be seeking ways to better serve those needing public transportation and build a larger ridership. This would include residents wishing to leave their cars at home rather than find parking, and also visitors to the Island.

Before these draconian cuts are made, other sources for this shortfall must be sought, as must additional sources of revenue. Perhaps our large retailers such as WalMart, Kroger, Target, etc. should be approached to see grant funding to provide transportation to those who will shop at their stores.

Thank you for listening.

Margaret Canavan
3823 Avenue P
(409) 771-6252

Lila Zuniga

From: Jonathan Powling <powling51@gmail.com>
Sent: Thursday, April 11, 2019 5:21 PM
To: Transit-Comments
Subject: [EXTERNAL] Regarding service on weekends

As a residing citizen of Galveston, I am astounded to think that this is your supposed solution to a civic emergency. You seem to be throwing everybody under the bus. We need service on the weekends.

Jonathan Campbell Powling
2217 Ave P
Galveston, TX 77550
Sent from my iPad

Lila Zuniga

From: S Harvey <sonyaharveytx@gmail.com>
Sent: Thursday, April 11, 2019 5:29 PM
To: Transit-Comments
Subject: [EXTERNAL] Island Transit service and fee increase

The city should think twice about eliminating weekend service since most of the citizens who ride buses on the weekends are restaurant workers, Moody Gardens workers, consumers, the elderly, tourism industry workers, fast food workers, etc. I am surprised this so-called clean beach city and "green city" would inhibit the viable green energy transport on the island. You should embrace the public transport system since we are the only city south of Houston with such an effect system. But let's continue the trolley system for tourist who use it most. We already pay to park on the seawall and spend time getting parking permits to park in front of our houses. I wouldn't even mind the fare increase to support public transportation in Galveston. Shame on you.

Sonya Harvey
2217 Ave P
Galveston, TX 77550

Sent from my iPad

Lila Zuniga

From: Annie Scott <annsco4@aol.com>
Sent: Thursday, April 11, 2019 12:29 PM
To: Transit-Comments
Subject: [EXTERNAL]

Dear Sir or Ma'am

Please take special consideration of this correspondence I feel that I am not only speaking for myself I am appreciative of the bus services as I have been a rider for years. I am respectful of the fact that the cost will or may increase my concerns are without the weekend bus service first without the service many of us won't have a way to get Wal-Mart and surrounding area this is a significant hardship for many of us who don't have any other forms of transportation and the only other transportation is cabs, Ubers which can be costly as well as especially for the elderly and disable. Please consider this request it would mean a lot to me and my fellow Galvestonian who uses this service

Respectfully with gratitude

Thanks

Annie Scott

Lila Zuniga

From: Jeff Taylor <jeftaylor2011@gmail.com>
Sent: Tuesday, April 9, 2019 1:40 AM
To: Transit-Comments
Subject: [EXTERNAL] Public Comment

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I rely on public transportation mostly during inclement weather rather riding my bicycle or walking. It is also useful when going shopping. I use to rely on Island Transit to get me to work and home safely every day even to the point that I purchased a "monthly pass" for \$37.50. The routes have not changed substantially but the hours of operation have. My job now requires that I report at 8am on Saturdays and Sundays on 51st Street and I reside on 21st Street meaning if I catch the 7am bus on Saturday I will be late for work. I have no alternative on Sundays because of the time the bus begins I am already late for work. I get off work at 3pm and can walk home (50 minutes) beating the bus. I work Monday and Tuesday from 11pm until 8:30 am. Again not able to use the public transportation. I don't mind waiting very long for a bus, however if I am 1 minute late the bus has come and gone so I get on the first bus that stops and may have to change buses 2 times to get home. The simple solution is to simply walk. There are many people that work in the hospitality industry and can not afford vehicles, and the schedule really has never been conducive for the shifts that most people work 11pm to 7 or 8am.

I don't mind the increase in fares IF the bus schedule were more useful.

It seems as though we are catering to the tourist and attempting to get them on trolleys all the while trying to get the folks that serve them out of the bus and into vehicles. I fully understand how much money it takes to operate the Island Transit and that the island lost the population and grants. Perhaps an alternative is for smaller vans and scheduled route for hospitality workers doing the "overnight shifts".

My personal opinion is that it is not entirely safe for a female to walk or us elderly folks to be walking or riding a bicycle to work at 10:30 - 11:30pm.

Good luck with a complex problem, but the simple solution, that I see coming, is Island Transit will be no more.

Respectfully,
Jeff Taylor
1211 21st St., Apt 518
Galveston, TX 77550
(409) 370-8648

Blessed are the Peacemakers

Lila Zuniga

From: Jahayme Jackson <mihoshi05@gmail.com>
Sent: Sunday, April 7, 2019 6:01 PM
To: Transit-Comments
Subject: [EXTERNAL] Changes to Island Transit.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To whom it may concern,

I use Island Transit as my main way of transportation across the island. I have no problem with the increase of fees. It should have happened a long time ago, but to decrease the routes even more is pointless. I am a student at Galveston College and some classes I want to take are at night, but I cannot take them because the buses stop running so early.

Maybe you should focus on those bus drivers who drive on their own schedules. I don't mind those that are a little late. I know things happen, but there are a few drivers who drive like bats out of hell and pass super early. If I leave out my apartment at my normal time of 7:05 am, I can make it to the bus stop at 39th and Ball going East with plenty of time to spare. There has been a few occasions recently when Mr. bobby wasn't driving that the bus passed at like 7:06 or 7:09. Then I have to wait a whole hour for it to come back. I never have a problem with Mr. Bobby, Mr. Joe, Cheryl, or the guy who drives the 5/6 in the morning with Cheryl. I always forget his name. They are awesome drivers. Please reconsider about removing the weekend routes.

Thank You,
Jahayme Jackson

FR
Lila Zuniga

From: Linda Bahnsen <lindabahnsen@gmail.com>
Sent: Monday, April 8, 2019 10:52 AM
To: Transit-Comments
Subject: [EXTERNAL] Island Transit Comment Form
Attachments: 2019-04-08_104748.jpg

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

Attached, please find my Island Transit Comment Form regarding the Fixed Route & Dial-A-Ride Service Reduction.

Thank you,

- Linda Bahnsen

Island Transit Comment Form

Fixed Route & Dial-A-Ride Service Reduction

The City of Galveston and Island Transit are seeking comments from stakeholders and riders regarding Fixed Route & Dial-A-Ride Service Reduction, specifically consideration of elimination of weekend services, thereby limiting both Island Transit Fixed Route and Dial-A-Ride Services to weekdays (Monday through Friday).

All written comments are welcome. (Please Print)

PLEASE, PLEASE DO NOT TAKE AWAY WEEKEND BUS SERVICE. I NO LONGER DRIVE, AND DEPEND ON THE MORNING BUS TO GET TO MY JOB AT THE CRUISE TERMINAL EVERY SATURDAY AND SUNDAY (ALSO MONDAY AND THURSDAY). IN THE EVENING I TAKE EITHER THE BUS OR TROLLEY. MY PICK-UP POINT IN THE MORNING IS WALMART. MY DROP-OFF POINT GOING HOME IS WALMART FOR THE BUS, AND SONIC FOR THE TROLLEY. IS IT POSSIBLE FOR YOU TO HAVE WEEKEND EARLY MORNING BUS SERVICE, UNTIL THE TROLLEY BEGINS AT 10 OR 11 A.M.? THIS WOULD PROVIDE OPTIONS FOR MANY PEOPLE. THANK YOU FOR LISTENING.

Name: LINDA BAHNSEN

Address: 6315 CENTRAL CITY BLVD, #111 (THE BROADWATER APES)

City, State, ZIP: GALVESTON, TX 77550

Phone: 480-321-9079

Email: Linda.bahnsen@gmail.com

Date: 4-7-2019

To mail, please fold along dotted lines with this page on the inside, affix postage, and tape closed (do not staple). Comment sheets may also be faxed to (409) 797-3901. For further information regarding this project, please contact Ms. Lila Zuniga at Island Transit (409) 797-3900. Comments can also be e-mailed to transitcomments@galvestontx.gov, or hand delivered to the City of Galveston Island Transit Offices are located at: 3115 Market St, Galveston, TX 77550

Lila Zuniga

From: Nina Corley <nina.corley@oconnellprep.com>
Sent: Thursday, April 4, 2019 6:47 AM
To: Transit-Comments
Subject: [EXTERNAL] fixed route and dial a ride reduction in service and fare increase comments
Attachments: SKM_C25819040406310.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Attention: Ms. Lila Zuniga

I have attached the comments in a pdf form for my mother who is currently a Dial a Ride rider.

I would also like to include mine as a family member who can vouch that she has no other alternatives available.

This is an extremely important service for her and the increase in price that has already occurred has made it more of a hardship, also the switch back to having to call in the day before for the taxi service with dial a ride, as she sometimes for gets to make the appointment the day ahead of time and has to cancel her dr. appointment because she does not have the ride. When she could call for the ride the same day it made it much easier for her. She is not physically and mentally able to walk to a bus stop herself and wait for a bus as she has to cross a busy street and can get confused on time and will get too hot in the sun and makes her even more confused. An increase to 4 dollars per ride which will make it 8 dollars per trip will make it extremely difficult for her as she lives on a fixed income and will have to take that money away from something else to be able to pay for her ride to the dr. visits.

Stopping service on weekends will also make a hardship as there are no alternative means of affordable transportation.

Would it be possible to just run the dial a ride taxi service on the weekends or keep it at the cheaper rate?

Will there be any other alternative transportation provided to the Dr. Visits that will be cheaper than \$8 per visit?

Thank you
Nina Corley

Island Transit Comment Form

Fixed Route & Dial-A-Ride Service Reduction

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All written comments are welcome. (Please Print)

This will cause a hardship for those of us who have no other means of transportation. Limiting the days of the week that one can go to the grocery store on a fixed income and money only coming in on certain days of the month.

Name: Sally Garner

Address: 1809 24th Street

City, State, ZIP: Galveston Tx 77550

Phone: (409) 771-0670

Email: ninalynn162@yahoo.com

Date: 4 April 2019

To mail, please fold along dotted lines with this page on the inside, affix postage, and tape closed (do not staple). Comment sheets may also be faxed to (409) 797-3901. For further information regarding this project, please contact Ms. Lila Zuniga at Island Transit (409) 797-3900. Comments can also be e-mailed to transitcomments@galvestontx.gov, or hand delivered to the City of Galveston Island Transit Offices are located at: 3115 Market St, Galveston, TX 77550

Island Transit Comment Form

Fixed Route & Dial-A-Ride Fare Increases

The City of Galveston and Island Transit are seeking comments from stakeholders and riders regarding both Fixed Route & Demand-Response (Dial-A-Ride) Fare Increases.

Dial-A-Ride service usage has doubled in ridership over the past decade. This is the costliest provision of service for the Island Transit system. Fares were increased in June of 2017 from \$1 to \$2. A fare increase is proposed for Dial-A-Ride Services from \$2 to \$4 per trip.

Fixed Route service usage has declined over the past 6 years and no increases in the fixed route fare have occurred in more than 10 years. A fare increase is proposed for Fixed Route Services from \$1 to \$2 per trip.

All written comments are welcome. (Please Print)

I seems like fares have just been doubled and now to double them again will make it a hardship on those of us who live on a fixed income that has not increased. This is my only transportation for vital Dr. visits that went from free to double to \$1 each way + now \$2 each way & this proposes \$4 (8 dollars a visit that is several meals)

Name: Sally Garner

Address: 1809 24th Street

City, State, ZIP: Galveston TX 77550

Phone: (409) 771-0670

Email: ninalynn62@yahoo.com

Date: 4 April 2019

To mail, please fold along dotted lines with this page on the inside, affix postage, and tape closed (do not staple). Comment sheets may also be faxed to (409) 797-3901. For further information regarding this project, please contact Ms. Lila Zuniga at Island Transit (409) 797-3900. Comments can also be e-mailed to transitcomments@galvestontx.gov, or hand delivered to the City of Galveston Island Transit Offices are located at: 3115 Market St, Galveston, TX 77550

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Island Transit Comment Form

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All written comments are welcome. (Please Print)

My DART "Rides" HAS GIVEN ME AN INDEPENDENCE
OTHERWISE I WOULD NOT HAVE. I AM
ABLE TO KEEP ALL MY DOCTOR'S APPOINTMENTS
MY THERAPY SESSIONS GET ALL MY MEDICATIONS
MY T. M. B. PAINKILLERS WAGNEEDS THIS
IS SO VITALLY IMPORTANT FOR MY LIFE
AND WELL BEING. I APPRECIATE WHAT
THIS CITY HAS DONE TO HELP SO MANY
OF US IN NEED. GALVESTON CITIZENS
ARE A UNIQUE BUNCH! SINCE THE

Name: RAYMOND G. MORALES Pg 2

Address: 3210 AVE Q

City, State, ZIP: GALVESTON TX 77550

Phone: (409) 256-5207

Email: _____

Date: _____

To mail, please fold along dotted lines with this page on the inside, affix postage, and tape closed (do not staple). Comment sheets may also be faxed to (409) 797-3901. For further information regarding this project, please contact Ms. Lila Zuniga at Island Transit (409) 797-3900. Comments can also be e-mailed to transitcomments@galvestontx.gov, or hand delivered to the City of Galveston Island Transit Offices are located at: 3115 Market St, Galveston, TX 77550

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All written comments are welcome. (Please Print)

1900 storm, we always help those
of us in most need. I understand
but I'm hopeful that City Council can
do the best for it citizens.
I thank Lila Washington and
her entire staff plus all
the drivers for looking out for
us and our well being.
Gratefully

Name:

RAYMOND MORALES

Address:

3210 AVE G

City, State, ZIP:

GALVESTON, TEXAS 77550

Phone:

Email:

Date:

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All written comments are welcome. (Please Print)

IF FIXED-ROUTE RIDERSHIP IS DRIPPING, IT'S BECAUSE
SERVICE IS SUB-STANDARD. HIGHER FARES ARE NOT
WARRANTED UNTIL ISLAND TRANSIT & CIVIC LEADERS
CO-OPERATE TO:

(1) ADD STOPS

AMONG THEM, AT BIG LOTS SHOPPING CENTER / POST OFFICE
BROADWAY STATION / MOTOR VEHICLES DEPT. ALSO, MORE
STOPS IN RESIDENTIAL NEIGHBORHOODS.

(2) IDENTIFY STOPS CLEARLY

BUS STOP SIGNS ARE TOO SMALL & THE "BUS" SYMBOL,
BARELY RECOGNIZABLE. SAY "BUS STOP" IN PROMINENT LETTERS.
(CONTINUED ON ATTACHMENTS)

Name: KENDALL COOPER

Address: 6424 CENTRAL CITY BLVD., APT. 812

City, State, ZIP: GALVESTON, TX. 77551

Phone:

Email:

Date: APRIL 5, 2019

To mail, please fold along dotted lines with this page on the inside, affix postage, and tape closed (do not staple). Comment sheets may also be faxed to (409) 797-3901. For further information regarding this project, please contact Ms. Lila Zuniga at Island Transit (409) 797-3900. Comments can also be e-mailed to transitcomments@galvestontx.gov, or hand delivered to the City of Galveston Island Transit Offices are located at: 3115 Market St, Galveston, TX 77550

— p. 1 of 3 (COOPER) —

Island Transit – Hoja de comentarios

Aumento de tarifa a los servicios de Dial-A-Ride y ruta fija

La Ciudad de Galveston y Island Transit están interesados en recibir comentarios en referencia al aumento de tarifas de la ruta fija y Dial-A-Ride.

Durante los últimos 10 años, el servicio de Dial-A-Ride ha duplicado su número de usuarios. La tarifa fue incrementada en junio del 2017 de \$1 a \$2 por viaje. Se propone incrementar las tarifas de Dial-A-Ride de \$2 a \$4 por viaje.

El servicio de ruta fija ha perdido usuarios en los últimos 6 años y no se han incrementado las tarifas desde hace mas de 10 años. Se propone incrementar las tarifas de ruta fija de \$1 a \$2 por viaje.

Todos los comentarios son bienvenidos. Favor de escribir sus comentarios aquí:

- (3) PROVIDE BENCHES & SHELTER
WAITS ARE LONG & EXPOSURE TO ELEMENTS IS DANGEROUS
- (4) PROVIDE SCHEDULES & ROUTE MAPS (SHOWING ALL STOPS W/ STREET NAMES) AT TERMINAL & ON BUSES.
- (5) EXTEND SERVICE HOURS TO ACCOMMODATE!
RIDERS WHO WORK LATE / WHO WANT TO DINE, SHOP OR ATTEND EVENING EVENTS DOWNTOWN / WHO HAVE LATE APPOINTMENTS AT UTMB / WHO ARE RETURNING TO TOWN VIA ISLAND CONNECT.
RE: UTMB STOP, BE MINDFUL THAT MANY RIDERS ARE SICK OR HAVE MOBILITY PROBLEMS, MAKING THEM HORRIBLE OVER
Nombre: TO THE WATER TOWER IS HEARTLESS. (CONT'D)

Dirección: _____

Ciudad, estado y código postal: _____

Teléfono: _____

Email: _____

Fecha: _____

Para enviar sus comentarios por correo postal, favor de doblar este lado hacia adentro, cerrar el sobre y colocar la estampilla (no grapar). La hoja de comentarios se pueden enviar por fax al número (409) 797-3901. También puede enviar sus comentarios al correo transitcomments@galvestontx.gov. Para Información adicional, favor de contactar a Lila Zuniga al número (409) 797-3900. Las oficinas de Island Transit están ubicadas en: 3115 Market St, Galveston, TX 77550.

— P. 2 OF 3 (COOPER) —

(6) PROVIDE REGULAR WEEKEND SERVICE

WEEKENDS ARE PEAK DAYS FOR SHOPPING, RECREATION & TOURISM. THEY COULD BE PEAK DAYS FOR RIDERSHIP. INSTEAD RIDERSHIP IS DISCOURAGED BY COMBINING BUS LINES INTO ONE MEANDERING, CONFUSING ROUTE W/ LIMITED STOPS.

(7) RELOCATE STOP AT TARGET SHOPPING CENTER

CURRENT STOP, ON NARROW GRASS STRIP IN DRIVEWAY, IS INAPPROPRIATE. IT'S NOT IDENTIFIED AS A BUS STOP. THE GROUND SLOPES, SO WAITING RIDERS CAN'T EVEN STAND UP STRAIGHT, & THERE'S NOWHERE TO SIT. IT'S UNSAFE, BECAUSE RIDERS ARE AT MAXIMUM EXPOSURE TO SEVERE WEATHER.

(8) ELIMINATE LONG SERVICE GAPS

BETWEEN 11 A.M. & 1 P.M., SERVICE SEEMS TO STOP. YET RIDERS' NEEDS DON'T STOP — THEY STILL HAVE APPOINTMENTS AND WORK/FAMILY SCHEDULES TO KEEP.

(9) ESTABLISH TIME-CHECK POINTS

DRIVERS RUNNING AHEAD OF SCHEDULE RARELY STOP TO CORRECT. THIS LEAVES RIDERS WHO ARRIVED AT A STOP ON TIME WONDERING WHETHER THEY JUST MISSED THEIR BUS OR THEIR BUS IS BEHIND SCHEDULE & ON THE WAY. THERE'S LITTLE CHOICE BUT TO JUST STAND THERE. WAITS ~~CAN BE UP TO AN HOUR~~ FOR THE NEXT BUS CAN BE UP TO AN HOUR.

(10) PUBLICIZE IMPROVEMENTS OR EXTENDED SERVICE

WIDELY & OFTEN. FOR INSTANCE:

MOST RIDERS ARE ASTONISHED TO LEARN THERE'S A WAY TO GET TO HOUSTON. WHY MAKE A SECRET OF SOMETHING SO HELPFUL?

LIKEWISE, WHEN THERE ARE SERVICE CHANGES/DETOURS / STOP CHANGES, ETC., POST THEM PROMINENTLY

— P. 3 OF 3 (COOPER) —

Island Transit Comment Form

Fixed Route & Dial-A-Ride Fare Increases

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Fixed Route service usage has declined over the past 6 years and no increases in the fixed route fare have occurred in more than 10 years. A fare increase is proposed for Fixed Route Services from \$1 to \$2 per trip.

All written comments are welcome. (Please Print)

The Rate increase, if it needs done oh well, its still cheaper than a cab or the UBER service. I had a seizure on a city bus one time the bus had to stop, it put everybody behind, everybody freaked out, they had to call an ambulance (which I didn't need) so I just walked home from around 43rd-44th Street back to 5606 Borden. I only use the service to go to the store and doctors appointments. All the rides I need I will do during the week. I don't like or want to go anywhere by myself because of the seizures, I'm just glad I get a ride

Name: Ker Mitt Edward Taylor JR. (Ker Mitt)

Address: 5606 Borden Ave

City, State, ZIP: Galveston, Tx. 77551

Phone: (409) 996-9496

Email: N/A

Date: 4-4-19

To mail, please fold along dotted lines with this page on the inside, affix postage, and tape closed (do not staple). Comment sheets may also be faxed to (409) 797-3901. For further information regarding this project, please contact Ms. Lila Zuniga at Island Transit (409) 797-3900. Comments can also be e-mailed to transitcomments@galvestontx.gov, or hand delivered to the City of Galveston Island Transit Offices are located at: 3115 Market St, Galveston, TX 77550

I'm sure the service gets abused
(like all helpful services) but it's a giant
load off my mind knowing I have a
ride. I've had to ask others for
a ride since I was 18, it's just as
much of a pain to them as it would
be to ask a person I don't know.

The low price is very helpful
because every penny counts since my
mother passed, anyway like I said I'm
just glad I get a ~~ride~~ ride. After I have
a seizure I act like a little puppy or
a wild man. I never remember.

That's why if I go to the meeting
I might find myself hand cuffed or
in the hospital and not know = remember
why

R E Layton Jr.

Island Transit Comment Form

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All written comments are welcome. (Please Print)

Increasing the bus fare is a bit
much because some people can't afford it.

Name: Ruby Williams

Address: 1409-30th Street

City, State, ZIP: Galveston, Texas 77550

Phone: (409) 762-7914

Email:

Date: 04/09/19

To mail, please fold along dotted lines with this page on the inside, affix postage, and tape closed (do not staple). Comment sheets may also be faxed to (409) 797-3901. For further information regarding this project, please contact Ms. Lila Zuniga at Island Transit (409) 797-3900. Comments can also be e-mailed to transitcomments@galvestontx.gov, or hand delivered to the City of Galveston Island Transit Offices are located at: 3115 Market St, Galveston, TX 77550

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All written comments are welcome. (Please Print)

I think it would be a very bad idea to stop the weekend bus service because people still have to depend on public transportation to get back and forth to work as well as other places. This is going to affect a lot of people.

Name: Ruby Williams

Address: 1409-30th Street

City, State, ZIP: Galveston, Texas 77550

Phone: (409) 762-7914

Email: _____

Date: 04/09/19

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All written comments are welcome. (Please Print)

For the riders on a
fixed income, increasing
rates will be problematic

Many live on a very low income.

We have appreciated Island Transit
as it helps our older friends stay mobile

Name: Sana Schallenberg

Address: 9606 Feichman

City, State, ZIP: Galveston TX 77559

Phone: (409) 599-1968

Email: schalleng@comcast.net

Date: 4.7.19

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All written comments are welcome. (Please Print)

Our church doesn't have
a bus with wheelchair lift
and the Island Transit people
is the only way some of
our congregation can get to church.

Name: Sara Shallenberg
Address: 9606 Teichman
City, State, ZIP: Galveston TX 77554
Phone: (409) 599-1968
Email: shallengadomcast.net
Date: 4.7.19

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All written comments are welcome. (Please Print)

Again I have to work part time to make ends meet. If it goes up to \$80 / book that would mean about \$200 / month for me which is more than I make in 2 weeks!

Name: Betty Wells
Address: 3226 Ave S East
City, State, ZIP: Galveston TX 77550
Phone: 409 539 5487
Email: bettyiboop53@comcast.net
Date: 4-10-19

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All written comments are welcome. (Please Print)

I alone ride big bus and
with drive who drive same
the comes at 3:30

Name: melody Brown

Address: 21121 H 906

City, State, ZIP: 77550

Phone: 409 407 6261

Email:

Date: 4-14-19

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All written comments are welcome. (Please Print)

I have to work part time to make it and that means some Sat & Sun.

What will I do?
How will I afford paying full price taxi on weekends when I only make \$9/HR?

What about Dialysis Patients???

Name: Betty Wells

Address: 3226 Ave S East

City, State, ZIP: Galveston TX 77550

Phone: 409 539 5487

Email: bettyjboop53@comcast.net

Date: 4-10-19

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All written comments are welcome. (Please Print)

City Claims ~~no~~ money for the bus
but money for the Trolley. The
City does not care for Galveston
people. Only money.

Name: Robbie Greeno
Address: 3506 Cove View Blvd, #1209
City, State, ZIP: Galveston Tx 77554
Phone: (409) 354-1858
Email: rgreeno@yahoo.com
Date: 1/2/2019

To mail, please fold along dotted lines with this page on the inside, affix postage, and tape closed (do not staple). Comment sheets may also be faxed to (409) 797-3901. For further information regarding this project, please contact Ms. Lila Zuniga at Island Transit (409) 797-3900. Comments can also be e-mailed to transitcomments@galvestontx.gov, or hand delivered to the City of Galveston Island Transit Offices are located at: 3115 Market St, Galveston, TX 77550

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All written comments are welcome. (Please Print)

I would suggest buses run a little later 9pm.

Name: La Shonda Richardson

Address: 834 Sand Crab Ln

City, State, ZIP: La Marque TX 77568

Phone: (832) 385-7805

Email: la.shonda.richardson@gmail.com

Date: 4/2/19

To mail, please fold along dotted lines with this page on the inside, affix postage, and tape closed (do not staple). Comment sheets may also be faxed to (409) 797-3901. For further information regarding this project, please contact Ms. Ula Zuniga at Island Transit (409) 797-3900. Comments can also be e-mailed to transitcomments@galvestontx.gov, or hand delivered to the City of Galveston Island Transit Offices are located at: 3115 Market St, Galveston, TX 77550

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All written comments are welcome. (Please Print)

ITS WORTH IT LONG AS ROUTE KEEPS
going

Name: BARBARA GIDDENS

Address: 8008 SEAWALL BLVD

City, State, ZIP: GALVESTON TX,

Phone: 409-2912470

Email: _____

Date: 4-2-19

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F-14

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All written comments are welcome. (Please Print)

so people cannot paid or have
\$2.00 FOR EVERY FAIR
Some people get off work
after 6.00 PM

Name: Fontenot R

Address: 8020 Stuard Road

City, State, ZIP: Galveston TX

Phone: _____

Email: _____

Date: _____

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All written comments are welcome. (Please Print)

No increase
Needed transportation for work

Name: M Elliott

Address: 8008 Seawall

City, State, ZIP: Galveston Tx

Phone:

Email: mranelle17@yahoo.com

Date: 4-2-19

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All written comments are welcome. (Please Print)

to whom it may concern
I am writing this note in the hope that
Island Transit would like for it to remain
the same
and the price stay like it is thank you
very much

Name: Annis Kinkaid

Address: 1722 34th apt. 1

City, State, ZIP: Galveston Texas 77550

Phone: (409) 632-7715 746

Email: _____

Date: 4/3/2019

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THERE ARE PEOPLE, LIKE MYSELF DEPEND ON THE BUS TO GET TO WORK ON THE WEEKEND. ALSO TO GET TO CHURCH. WHAT ABOUT THE BUSINESS ON THE ISLAND WHO DEPEND ON THEIR EMPLOYEES WHO WORK ON THE WEEKEND, WE ALL WILL LOSE BECAUSE OF YALL SELF WAYS. YOU ALL DON'T CARE ABOUT THE POOR PEOPLE LIVING IN THIS TOWN. IF YOU SAY YOU DO, AND I KNOW YOU DON'T, YOU ARE LYING. WHEN ARE YOU ALL GOING TO START CARING. IF THERE IS NO ONE TO WORK ON THE WEEKEND, THEN YOUR PRECIOUS TOURIST WILL SUFFER ALSO. CARE ABOUT THE PEOPLE WHO LIVE AND WORK HERE.

Name: DORIS SIMS

Address: 3225 AVENUE L

City, State, ZIP: GALVESTON, TX. 77550

Phone: (409) 370-0938

Email: N/A

Date: April 2, 2019

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All written comments are welcome. (Please Print)

~~My Agency~~ ~~no comment~~ I worked at Home Depot
I need this bus route to continue I have no other
source of transportation

Name: Joe A Enriquez

Address: 8008 Seawall Blvd

City, State, ZIP: Galv TX 77551

Phone: 409 974 4452

Email: Joe.a.Enriquez15@gmail.com

Date: 4/2/19

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All written comments are welcome. (Please Print)

Name: Michael N. Tisino

Address: 7472 Mockingbird Ln

City, State, ZIP: Galveston Texas City, TX 77551

Phone: 409-256 4765

Email: tisino.mw1@galveston.tx.gov

Date: 4/1/2019

To mail, please fold along dotted lines with this page on the inside, affix postage, and tape closed (do not staple). Comment sheets may also be faxed to (409) 797-3901. For further information regarding this project, please contact Ms. Lila Zuniga at Island Transit (409) 797-3900. Comments can also be e-mailed to transitcomments@galvestontx.gov, or hand delivered to the City of Galveston Island Transit Offices are located at: 3115 Market St, Galveston, TX 77550

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All written comments are welcome. (Please Print)

Hello,
I am a new resident of Galveston.
It sure would be GREAT to have
a bus map with route information.

I think a dollar is a fair price.
Metro Charges 1.25 which is good for
3 hours, transfers included you can
also purchase monthly passes

Name: Debra Curry

Address: 601 51st St.

City, State, ZIP: Galveston, Tx. 77551

Phone: 832-944-9019

Email: dcurrychicken0212@gmail.com

Date: 4/2/19

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All written comments are welcome. (Please Print)

The reason why ridership has declined is because of previous hikes.

Name: Steven A. Berkey

Address: 2904 West 1st St

City, State, ZIP: Galveston, TX 77550

Phone: 409-797-1234

Email: steve.berkey@gmail.com

Date: Jan 1, 2018

To mail, please fold along dotted lines with this page on the inside, affix postage, and tape closed (do not staple). Comment sheets may also be faxed to (409) 797-3901. For further information regarding this project, please contact Ms. Lila Zuniga at Island Transit (409) 797-3900. Comments can also be e-mailed to transitcomments@galvestontx.gov, or hand delivered to the City of Galveston Island Transit Offices are located at: 3115 Market St, Galveston, TX 77550

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All written comments are welcome. (Please Print)

No hay problema
en la semana no va a ver ningun cambio
en el Horario de la ruta 7.

Name: Maria de Lourdes Aguilar M.

Address: 1216 53st

City, State, ZIP: 77551

Phone: _____

Email: _____

Date: 4-2-19

To mail, please fold along dotted lines with this page on the inside, affix postage, and tape closed (do not staple). Comment sheets may also be faxed to (409) 797-3901. For further information regarding this project, please contact Ms. Lila Zuniga at Island Transit (409) 797-3900. Comments can also be e-mailed to transitcomments@galvestontx.gov, or hand delivered to the City of Galveston Island Transit Offices are located at: 3115 Market St, Galveston, TX 77550

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All written comments are welcome. (Please Print)

I think we should keep
scedual as is. is more
convinet for job sceduals

Name: Erika Alvarado

Address: 3414 ave N#2

City, State, ZIP: Galveston Tx. 77550

Phone: 409-945-7622

Email: _____

Date: _____

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All written comments are welcome. (Please Print)

CRASH IDA1

Name: EMILIO RODRIGUEZ

Address: 8222 1st St

City, State, ZIP: Galveston TX 77550

Phone: —

Email: —

Date: — April 2, 2019

To mail, please fold along dotted lines with this page on the inside, affix postage, and tape closed (do not staple). Comment sheets may also be faxed to (409) 797-3901. For further information regarding this project, please contact Ms. Lila Zuniga at Island Transit (409) 797-3900. Comments can also be e-mailed to transitcomments@galvestontx.gov, or hand delivered to the City of Galveston Island Transit Offices are located at: 3115 Market St, Galveston, TX 77550

Fixed

Island Transit Comment Form

Fixed Route & Dial-A-Ride Service Reduction

The City of Galveston and Island Transit are seeking comments from stakeholders and riders regarding Fixed Route & Dial-A-Ride Service Reduction, specifically consideration of elimination of weekend services, thereby limiting both Island Transit Fixed Route and Dial-A-Ride Services to weekdays (Monday through Friday).

All written comments are welcome. (Please Print)

Bus should ride 7 days a week
to BAHIA to KAREN destination

Name: Cathy Wilson

Address: 2822 Deep #1

City, State, ZIP: Galveston TX 77550

Phone: _____

Email: _____

Date: April 2 2018

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Fx06

Island Transit – Hoja de comentarios

Aumento de tarifa a los servicios de Dial-A-Ride y ruta fija

La Ciudad de Galveston y Island Transit están interesados en recibir comentarios en referencia al aumento de tarifas de la ruta fija y Dial-A-Ride.

Durante los últimos 10 años, el servicio de Dial-A-Ride ha duplicado su número de usuarios. La tarifa fue incrementada en junio del 2017 de \$1 a \$2 por viaje. **Se propone incrementar las tarifas de Dial-A-Ride de \$2 a \$4 por viaje.**

El servicio de ruta fija ha perdido usuarios en los últimos 6 años y no se han incrementado las tarifas desde hace mas de 10 años. **Se propone incrementar las tarifas de ruta fija de \$1 a \$2 por viaje.**

Todos los comentarios son bienvenidos. Favor de escribir sus comentarios aquí:

OK no problema

Nombre: MARIA MARTINEZ

Dirección:

Ciudad, estado y código postal: Galveston tx 77551

Teléfono:

Email:

Fecha: 04-02-2019

Para enviar sus comentarios por correo postal, favor de doblar este lado hacia adentro, cerrar el sobre y colocar la estampilla (no grapar). La hoja de comentarios se pueden enviar por fax al número (409) 797-3901. También puede enviar sus comentarios al correo transitcomments@galvestontx.gov. Para información adicional, favor de contactar a Lila Zuniga al número (409) 797-3900. Las oficinas de Island Transit están ubicadas en: 3115 Market St, Galveston, TX 77550.

Fixed

Island Transit Comment Form

Fixed Route & Dial-A-Ride Service Reduction

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All written comments are welcome. (Please Print)

I believe they should keep it because
people need transportation to get around
Everybody doesn't use Uber or cab

Name: Isaiah Mills
Address: 2527 Ave O 1/2
City, State, ZIP: Galveston, TX 77550
Phone: 409-370-5451
Email: MillsIsaiah29@gmail.com
Date: 5-2-19

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All written comments are welcome. (Please Print)

DRIVERS OR sometime Rude But mostly
THEY enjoyful

Wish they CAN use regular schedule
ON the weekend, BECAUSE I WORK
the weekend AT MOODY GARDENS

AND summer to Begin

Name: Alma Jean Parson

Address: 3520 Ave N 1/2

City, State, ZIP: Galveston, TX 77550

Phone: 409-771-1095

Email:

Date: 4-2-19

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F4

Island Transit Comment Form

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All written comments are welcome. (Please Print)

Please do not eliminate the bus service from weekend service there are people needing the bus service on weekends just as much as weekdays due to lack of transportation in galveston, TX. There are people depends on the bus service to get around Monday thru Sunday for doctors appt. Go to the store to get food and medication and other things. The bus drivers do need weekends off and the drivers are appreciated by customers but they are needed.

Name: Nija mawear

Address: _____

City, State, ZIP: Galveston, TX 77551

Phone: 409-443-4221

Email: _____

Date: 4/2/19

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Fy

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All written comments are welcome. (Please Print)

It helps that the buses run on weekends.

Name: Mark Swanson

Address: 3002 69th St. C-9

City, State, ZIP: Galveston, TX 77551

Phone: 281-515-1976

Email: _____

Date: 4-2-2019

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fx

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Dial-A-Ride service usage has doubled in ridership over the past decade. This is the costliest provision of service for the Island Transit system. Fares were increased in June of 2017 from \$1 to \$2. A fare increase is proposed for Dial-A-Ride Services from \$2 to \$4 per trip.

Fixed Route service usage has declined over the past 6 years and no increases in the fixed route fare have occurred in more than 10 years. A fare increase is proposed for Fixed Route Services from \$1 to \$2 per trip.

All written comments are welcome. (Please Print)

Please do not stop bus
on sat and sun we need to
get work

Name: Faye McNeers

Address: 2811 Ave M

City, State, ZIP: Galveston

Phone: 512-696-7887

Email:

Date: April 21, 2020

To mail, please fold along dotted lines with this page on the inside, affix postage, and tape closed (do not staple). Comment sheets may also be faxed to (409) 797-3901. For further information regarding this project, please contact Ms. Lila Zuniga at Island Transit (409) 797-3900. Comments can also be e-mailed to transitcomments@galvestontx.gov, or hand delivered to the City of Galveston Island Transit Offices are located at: 3115 Market St, Galveston, TX 77550

Don't

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All written comments are welcome. (Please Print)

I rely on Island Transit for
all travel in Galveston without
a car. I will not be able to
meet my everyday needs

Name:

David McCraw

Address:

8100 Seawall Blvd. # 174

City, State, ZIP:

Galveston TX 77551

Phone:

409-502-2810

Email:

Date:

4-2-19

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Dart

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Fixed Route service usage has declined over the past 6 years and no increases in the fixed route fare have occurred in more than 10 years. A fare increase is proposed for Fixed Route Services from \$1 to \$2 per trip.

All written comments are welcome. (Please Print)

I understand that the service has declined over the years but what about the people that are struggling and can barely count up a dollar or two. I honestly feel that it is not right to the community. My grandmother hates when she has to be out and about paying bills, going to the store to pick up anything because that two dollars is a bit much for her / she hates the dial-a-ride.

Name: Tiffany Cane

Address: 3219 69th St

City, State, ZIP: Galveston, TX 77551

Phone: 409-683-7705

Email: mz.tiffany96@gmail.com

Date: 4/2/19

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All written comments are welcome. (Please Print)

Taking away week-ends services would be very hard on seniors especially and others who have no other ways to get to and from destinations. With the fares going up would also be problems \$4.00 is hard for me because my budget with Social Security and retirement is total \$1303. month and \$779.00 month is rent. I can barely buy food anymore and have multiple ailments/recovering from 2 major cancer surgeries, medications, lights, electricity bills. I will be hardship for me. I need

Name: Patricia B. (Stringer)-Thomas

Address: 7302 Ade P 1/2 #626

City, State, ZIP: Galveston, TX 77551

Phone: (510) 342-4707

Email: thomaspat1948@icloud.com

Date: 04/02/2019 71 years old with

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Transit
Please
Seize us
for it
Korely
making
it folk.
Back
injuries
from
fall.

Thank you Dollar Ride - We need you!!

Would like to attend meeting (public) on 4/11/19
But no way or funds to pay to ride dollar ride to &
from meeting.

Dan

Island Transit Comment Form

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All written comments are welcome. (Please Print)

My Nephew only Rides the bus
Island TRANSIT to Sunshine ~~Monday~~ ^{Tuesday} thru Friday.
Island TRANSIT has done an excellent Job.

Name: DAVID CADALES, JR.

Address: 4523 - AVE. P 1/2

City, State, ZIP: Galveston, TX. 77551

Phone: (409) 392-1513

Email: _____

Date: April 3 - 2019

To mail, please fold along dotted lines with this page on the inside, affix postage, and tape closed (do not staple). Comment sheets may also be faxed to (409) 797-3901. For further information regarding this project, please contact Ms. Lila Zuniga at Island Transit (409) 797-3900. Comments can also be e-mailed to transitcomments@galvestontx.gov, or hand delivered to the City of Galveston Island Transit Offices are located at: 3115 Market St, Galveston, TX 77550

~~Fixed~~ Dial

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All written comments are welcome. (Please Print)

Hope we can work something out,
we really need our bus service
God Bless all of you,
"Please help keep our bus service
the local people here with out cars
really continued to need the service
We really need to get to work
and take care of family and de
Specialty gang the the Dr UT for B & clinics

Name: Rose Daniel

Address: 4015 Ave M'K

City, State, ZIP: Galveston Tx 77550

Phone: 409 - 763 - 6881

Email: _____

Date: 4/2/19

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Date

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All written comments are welcome. (Please Print)

I do not drive at all, get shortness of breath when I do have to walk to a bus stop, it will be problem for me to get a ride, if they eliminate Dial-A-Ride, I really appreciate Dial-A-Ride Service.

Name: Dolores Ruiz

Address: 4925 Fort Crockett Blvd #414

City, State, ZIP: Galveston, TX

Phone: 409 877-8079

Email: N/A

Date: 4/3/2019

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All written comments are welcome. (Please Print)

If you get rid of the week end bus route that going to make it bad for people who can't g don't have transportation to get around please don't eliminate the week end services.

Name: _____

Address: 508 4th Holiday drive Apt #1

City, State, ZIP: Galveston TX 77550

Phone: (409) 946 - 9328

Email: Bryan Phillips bP120@gmail.com

Date: 4-3-19

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All written comments are welcome. (Please Print)

EVERYTHING IS ALL RIGHT IN MY POINT OF VIEW you
OR TO GET MORE PEOPLE DRIVER ON THIS ROUTE. I DO
ENJOY WEEKEND SERVICES I DON'T MINE WALK A FEW
BLOCK FROM MY APARTMENT. THEY ARE TO CLEAN
THE BUS EVERY NIGHT.

Name: Floyd E. Annimous

Address: 2810-61st #240

City, State, ZIP: Galveston, Texas 77551

Phone: 409 939-3653

Email: _____

Date: 04/03/19

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42

Island Transit Comment Form

Fixed Route & Dial-A-Ride Service Reduction

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All written comments are welcome. (Please Print)

THE PEOPLE OF GALVESTON REALLY NEEDS TO ^{keep} WEEKEND SERVICES ESPECIALLY FOR THE ELDERLY AND HANDICAPPED PEOPLE. MOST ELDERLY PEOPLE DON'T DRIVE OR HAVE CARS TO GET AROUND. I MYSELF IS ONE OF THEM. WE DEPEND ON THIS TRANSPORTATION. PLEASE DON'T TAKE IT FROM US.

Name: MICHAEL BATISTE

Address: 7200 P 1/2

City, State, ZIP: GALVESTON, TEXAS 77551

Phone: 409-370-5725

Email:

Date: 3 April 2019

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PR

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All written comments are welcome. (Please Print)

Please continue this route.
Sincerely, Daniel

Name: DWAN

Address:

City, State, ZIP: Galveston TX 77551

Phone: 932-226-9491

Email: Dwan219@gmail.com

Date: 4/7/2019

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Dart

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Fixed Route service usage has declined over the past 6 years and no increases in the fixed route fare have occurred in more than 10 years. A fare increase is proposed for Fixed Route Services from \$1 to \$2 per trip.

All written comments are welcome. (Please Print)

The dial-a-ride service has allowed my wife Eunice Jaster to be independent because now she can get places safely. Eunice is legally blind and gets SSDI for her disability. It is not safe for her to cross streets or driveways due to her eyesight. If increasing the cost and cutting the hours available are necessary then I am all for it as long as this program can continue.

Name: Chris Jaster

Address: 3002 69th St Apt J12

City, State, ZIP: Galveston TX 77552

Phone: 409-770-5828

Email: Chrisjaster48@yahoo.com

Date: 4-7-19

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FR

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All written comments are welcome. (Please Print)

weekends

I Think Stopping the bus service on
would be. A very bad idea because A Lot
of people including myself have to depend on
public transportation to get back and forth
to work as well as other places.
These changes ARE going to Affect
A Lot of people. It's going to be
a big inconvenience to everyone.

Name: LINDA Cabee

Address: 1409-30th Street

City, State, ZIP: Galveston, Texas 77550

Phone: (409) 256-9925

Email: _____

Date: 04/09/19

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All written comments are welcome. (Please Print)

- ① You don't care about the Elderly nor the Poor!
- ② Cruise ship personal use the Bus to go shopping while in Port - weekdays & weekends!
- ③ you still do not Advertise Enough
- ④ No Historic + Entertainment Buses - (Site seeing buses) As trolley does not go to all historic places!
- ⑤ No Buses Weekend hurts Business on weekends & (Like the Premiere theater!) + Church going.
- ⑥ How about a Park n ride Near the Causeway?
- ⑦ No Signs of Causeway Nor Ferry Road to Advertise Hotels + Bus/Trolley (could be an Eagle Scout project - No Cost to City)

Name: Valerie M. Bushy

Address: 7019 Lasker Dr #625

City, State, ZIP: Galveston, TX 77551

Phone: (409) 771-0091

Email: ValMae653@yahoo.com

Date: 4/7/2019

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All written comments are welcome. (Please Print)

I only use the Island Transit on Sundays to go to church and be picked up. I am still in a wheel chair still and need transportation with a lift + my church's bus doesn't have a wheelchair lift. Church is my family, I have gone every Sunday for past 4 1/2 years.

Name: Cathy Miller

Address: 3702 Cove View

City, State, ZIP: Galveston TX 77554

Phone: (409) 939-1192

Email:

Date: 4.6.2019

To mail, please fold along dotted lines with this page on the inside, affix postage, and tape closed (do not staple). Comment sheets may also be faxed to (409) 797-3901. For further information regarding this project, please contact Ms. Lila Zuniga at Island Transit (409) 797-3900. Comments can also be e-mailed to transitcomments@galvestontx.gov, or hand delivered to the City of Galveston Island Transit Offices are located at: 3115 Market St, Galveston, TX 77550

Thank you for continuing to run the Bus service on Sundays so I can be mobile + attend church.

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Fixed Route service usage has declined over the past 6 years and no increases in the fixed route fare have occurred in more than 10 years. A fare increase is proposed for Fixed Route Services from \$1 to \$2 per trip.

All written comments are welcome. (Please Print)

I am Living in a Nursing home
and receiving medicare. my Medicare
is fixed at \$100/month. Doubling the
Fare would Be a hardship. I already
spend 1/3 of my monthly Budget on Island
Transit going to church. if it
doubles
then
I will
Be
spending
the
majority
of my

Name: Cathy Miller
Address: 3702 Love View
City, State, ZIP: Galveston, TX 77554
Phone: (409) 939-1192
Email:
Date: 4.6.2019

To mail, please fold along dotted lines with this page on the inside, affix postage, and tape closed (do not staple). Comment sheets may also be faxed to (409) 797-3901. For further information regarding this project, please contact Ms. Lila Zuniga at Island Transit (409) 797-3900. Comments can also be e-mailed to transitcomments@galvestontx.gov, or hand delivered to the City of Galveston Island Transit Offices are located at: 3115 Market St, Galveston, TX 77550

(2/3)rd s
of it going
to church.

Island Transit Comment Form

Fixed Route & Dial-A-Ride Service Reduction

The City of Galveston and Island Transit are seeking comments from stakeholders and riders regarding Fixed Route & Dial-A-Ride Service Reduction, specifically consideration of elimination of weekend services, thereby limiting both Island Transit Fixed Route and Dial-A-Ride Services to weekdays (Monday through Friday).

All written comments are welcome. (Please Print)

City of Galveston has come to CRAP! Cutting the service on the weekend will only cost the senior citizens and other riders who can't go the stores or run errands during the week money that they do not have by calling a cab. NO UBER is not the answer either!!

Name: Johnny Shaw

Address: P.O. Box 1343

City, State, ZIP: Galveston TX 77553

Phone: 409-682-2522

Email: gtownboy2772000@yahoo.com

Date: 04/10/19

To mail, please fold along dotted lines with this page on the inside, affix postage, and tape closed (do not staple). Comment sheets may also be faxed to (409) 797-3901. For further information regarding this project, please contact Ms. Lila Zuniga at Island Transit (409) 797-3900. Comments can also be e-mailed to transitcomments@galvestontx.gov, or hand delivered to the City of Galveston Island Transit Offices are located at: 3115 Market St, Galveston, TX 77550

Island Transit Comment Form

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All written comments are welcome. (Please Print)

Why GO UP \$2.00? Why double the price
Round trip? Raise the price to \$3.00 per trip.
You'd be amazed what \$2.00 can do for a senior
Citizen, handicap person on a fixed income.

Maybe if the City didn't have all those DAMN Assistant
City Manager's on staff you could use that money to put
into Island Transit's Budget!!

Name: Johnny Shaw

Address: P.O. Box 1343

City, State, ZIP: Galveston TX 77553

Phone: 409-682-2522

Email: gtownbayz772000@yahoo.com

Date: 4-10-19

To mail, please fold along dotted lines with this page on the inside, affix postage, and tape closed (do not staple). Comment sheets may also be faxed to (409) 797-3901. For further information regarding this project, please contact Ms. Lila Zuniga at Island Transit (409) 797-3900. Comments can also be e-mailed to transitcomments@galvestontx.gov, or hand delivered to the City of Galveston Island Transit Offices are located at: 3115 Market St, Galveston, TX 77550

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All written comments are welcome. (Please Print)

Public transit is the only way that I have to get around I do not drive and I am on a fixed income. If what is proposed happens then it will greatly effect me and others like myself. Sometimes my arthritis kick in real Bad hips and handcraft

Name: Josephine A. Jessing

Address: 281061st Apt 435

City, State, ZIP: Galveston TX 77551

Phone: 409-466-7740

Email: _____

Date: April 9 2019

To mail, please fold along dotted lines with this page on the inside, affix postage, and tape closed (do not staple). Comment sheets may also be faxed to (409) 797-3901. For further information regarding this project, please contact Ms. Lila Zuniga at Island Transit (409) 797-3900. Comments can also be e-mailed to transitcomments@galvestontx.gov, or hand delivered to the City of Galveston Island Transit Offices are located at: 3115 Market St, Galveston, TX 77550

Island Transit Comment Form

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Fixed Route service usage has declined over the past 6 years and no increases in the fixed route fare have occurred in more than 10 years. A fare increase is proposed for Fixed Route Services from \$1 to \$2 per trip.

All written comments are welcome. (Please Print)

I am ^{very} dependent on the bus. I can't drive and I need the bus service to get to and from job interviews. I am not able to get around otherwise. I need it for weekends, weekdays. I enjoy the bus drivers immensely. Please do not increase the fare, or take away the weekend routes.

Name: Georgia Bentz
Address: 5923 Maco St.
City, State, ZIP: Galveston, TX 77551
Phone: 409-539-5511
Email: gbentz30@gmail.com
Date: 04/09/19

To mail, please fold along dotted lines with this page on the inside, affix postage, and tape closed (do not staple). Comment sheets may also be faxed to (409) 797-3901. For further information regarding this project, please contact Ms. Lila Zuniga at Island Transit (409) 797-3900. Comments can also be e-mailed to transitcomments@galvestontx.gov, or hand delivered to the City of Galveston Island Transit Offices are located at: 3115 Market St, Galveston, TX 77550

Island Transit Comment Form

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All written comments are welcome. (Please Print)

I Just moved here from
PLANO - near DALLAS 10
Months Ago. I Am
Struggling financially -
Please Consider your riders

Name: Ron Rubenstein

Address: 3222 69th Street Apt. 414

City, State, ZIP: Galveston, TX. 77551

Phone: 214 546 8355

Email: (none)

Date: Monday April 8th

To mail, please fold along dotted lines with this page on the inside, affix postage, and tape closed (do not staple). Comment sheets may also be faxed to (409) 797-3901. For further information regarding this project, please contact Ms. Lila Zuniga at Island Transit (409) 797-3900. Comments can also be e-mailed to transitcomments@galvestontx.gov, or hand delivered to the City of Galveston Island Transit Offices are located at: 3115 Market St, Galveston, TX 77550

Island Transit Comment Form

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All written comments are welcome. (Please Print)

I think its an unnecessery to stop the City buses from passing on the weekkns. THE Galveston Housing Apts. Holland House ~~apts~~ And other sites need transportation on weekkns to get from A to B to C And BACK to A. Lots of these people don't have transportation like myself. I have my grandson living with me and is going to Central Middle School and takes up Karate. He can no longer peticapte after school in Karate because of changing the bus time. Its Really Sad when the City of Galveston takes away from tax paying and non tax paying residents.

Name: PATRICIA IBARRA

Address: 2810 61st St. Apt. 107

City, State, ZIP: Galveston, TX. 77551

Phone: (409) 455-2891

Email: ibarratrisha@yahoo.com

Date: 4/11/2019

To mail, please fold along dotted lines with this page on the inside, affix postage, and tape closed (do not staple). Comment sheets may also be faxed to (409) 797-3901. For further information regarding this project, please contact Ms. Ula Zuniga at Island Transit (409) 797-3900. Comments can also be e-mailed to transitcomments@galvestontx.gov, or hand delivered to the City of Galveston Island Transit Offices are located at: 3115 Market St, Galveston, TX 77550

409-797-3901

Island Transit Comment Form

Fixed Route & Dial-A-Ride Fare Increases

Received
4/11/19

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All written comments are welcome. (Please Print)

ALL THOUGH DIAL-A-RIDE HAS INCREASED
BY PEOPLE USING SERVICE EVERYONE CAN
NOT AFFORD TO PAY FOUR DOLLARS A TRIP.
BECAUSE 2 DOLLARS IS HIGH ENOUGH OF
A FARE. YOU HAVE TO THINK ABOUT THE
MESS FORTUNATE. INSTEAD OF JUST INCREASING
THE FARE. THE FIXED ROUTES HAVE
DECLINED IN PASSENGERS BECAUSE THERE
ARE NOT AS MANY ROUTES GOING TO
THE PLACES, INDIVIDUALS NEED TO GO.

Name: DERRICK WELLS

Address: 1211-21st APT. 2017

City, State, ZIP: GALVESTON, TX 77550

Phone: (409) 256-5510

Email: DERRICK J WELLS @GMAIL.COM

Date: 4-3-2019

To mail, please fold along dotted lines with this page on the inside, affix postage, and tape closed (do not staple). Comment sheets may also be faxed to (409) 797-3901. For further information regarding this project, please contact Ms. Lila Zuniga at Island Transit (409) 797-3900. Comments can also be e-mailed to transitcomments@galvestontx.gov, or hand delivered to the City of Galveston Island Transit Offices are located at: 3115 Market St, Galveston, TX 77550

☒ Public Hearing
☒ Agenda Item
☐ Non Agenda Item

DATE _____

CITY OF GALVESTON REQUEST TO
ADDRESS COUNCIL

NAME: Steven A. Rendall

ADDRESS & ZIP: 2905 Ave. B, Houston, TX 77004

PHONE NUMBER: 409-951-9416

EMAIL ADDRESS: sthr@earthlink.net

SUBJECT: Public Hearing on the subject of the

RULES: Each person wishing to address Council shall step up to the podium, announce his/her name and address in an audible tone, and shall limit his/her address to THREE (3) minutes regardless of the number of items addressed.

☐ Public Hearing
☐ Agenda Item
☐ Non Agenda Item

DATE 4/11/19

CITY OF GALVESTON REQUEST TO
ADDRESS COUNCIL

NAME: DARIE PARKER

ADDRESS & ZIP: 2810 61ST ST. #102

PHONE NUMBER: 815-742-1509

EMAIL ADDRESS: NONE

SUBJECT: TRANSPORTATION OFF ISLAND PLEASE!!?? MY CHILDREN
LIVE IN PERLAND/LEAGUE CITY AND THEY WORK
EVERYDAY..... IT WOULD BE A BIG BIG HELP TO BE ABLE
TO START BACK USING YELLOW CAR TO GO OFF THE ISLAND

RULES: Each person wishing to address Council shall step up to the podium, announce his/her name and address in an audible tone, and shall limit his/her address to THREE (3) minutes regardless of the number of items addressed.

LEGALLY PS. I DID NOT WHEN I FIRST MOVED HERE
MEANS THE CAR THAT THIS WAS NOT ALLOWED --- YET
(THE A.D.W. CAR DRIVERS)

☐ Public Hearing
☐ Agenda Item
☐ Non Agenda Item

DATE 4/11/19

CITY OF GALVESTON REQUEST TO
ADDRESS COUNCIL

NAME: NATHANIEL KIRBY
ADDRESS & ZIP: 1211-21st #303
PHONE NUMBER: 409-479-8039
EMAIL ADDRESS: nathanielkirby1@hotmail.com
SUBJECT: Pertaining to Bus Routes
changes in FARES, SCHEDULES

RULES: Each person wishing to address Council shall step up to the podium, announce his/her name and address in an audible tone, and shall limit his/her address to THREE (3) minutes regardless of the number of items addressed.

☐ Public Hearing
☐ Agenda Item
☐ Non Agenda Item

DATE _____

CITY OF GALVESTON REQUEST TO
ADDRESS COUNCIL

NAME: Karen Lehr
ADDRESS & ZIP: 3705 Ave Q^{1/2} 77550
PHONE NUMBER: 409-599-4514
EMAIL ADDRESS: kalehr@yahoo.com
SUBJECT: public transportation

RULES: Each person wishing to address Council shall step up to the podium, announce his/her name and address in an audible tone, and shall limit his/her address to THREE (3) minutes regardless of the number of items addressed.

☐ Public Hearing
☐ Agenda Item
☐ Non Agenda Item

DATE

4/12/19

CITY OF GALVESTON REQUEST TO
ADDRESS COUNCIL

NAME: Bryan Manueto
ADDRESS & ZIP: 2828 Ave Q
PHONE NUMBER: 773 472 9192
EMAIL ADDRESS: _____
SUBJECT: 'Residential' bus routes

RULES: Each person wishing to address Council shall step up to the podium, announce his/her name and address in an audible tone, and shall limit his/her address to THREE (3) minutes regardless of the number of items addressed.

☐ Public Hearing
☐ Agenda Item
☐ Non Agenda Item

DATE 4-11-19

CITY OF GALVESTON REQUEST TO
ADDRESS COUNCIL

NAME: Sharon Goodwin
ADDRESS & ZIP: 3428 Cove View Blvd 77554
PHONE NUMBER: 409-888-9037
EMAIL ADDRESS: sgoodwin49@yahoo.com
SUBJECT: West end bus access + rides program

RULES: Each person wishing to address Council shall step up to the podium, announce his/her name and address in an audible tone, and shall limit his/her address to THREE (3) minutes regardless of the number of items addressed.

☐ Public Hearing
☐ Agenda Item
☐ Non Agenda Item

DATE 4-11-19

CITY OF GALVESTON REQUEST TO
ADDRESS COUNCIL

NAME: Rob Glover
ADDRESS & ZIP 3018 012
PHONE NUMBER 882 233 1475
EMAIL ADDRESS: rglover329@gmail.com
SUBJECT: TRANSIT

RULES: Each person wishing to address Council shall step up to the podium, announce his/her name and address in an audible tone, and shall limit his/her address to THREE (3) minutes regardless of the number of items addressed.

☐ Public Hearing
☐ Agenda Item
☐ Non Agenda Item

DATE 5/11/19

CITY OF GALVESTON REQUEST TO
ADDRESS COUNCIL

NAME: Karen Raggerty
ADDRESS & ZIP 1211-21st
PHONE NUMBER 409-599-4147
EMAIL ADDRESS: _____
SUBJECT: Your Peace & Authority In Use

RULES: Each person wishing to address Council shall step up to the podium, announce his/her name and address in an audible tone, and shall limit his/her address to THREE (3) minutes regardless of the number of items addressed.

☐ Public Hearing
☐ Agenda Item
☐ Non Agenda Item

DATE 04/11/19

CITY OF GALVESTON REQUEST TO
ADDRESS COUNCIL

NAME: FLOYD SIMMONS
ADDRESS & ZIP 2810-61st #240
PHONE NUMBER 409-639-9653
EMAIL ADDRESS: _____
SUBJECT: Meeting

RULES: Each person wishing to address Council shall step up to the podium, announce his/her name and address in an audible tone, and shall limit his/her address to THREE (3) minutes regardless of the number of items addressed.

☐ Public Hearing
☐ Agenda Item
☐ Non Agenda Item

DATE 4-11-19

CITY OF GALVESTON REQUEST TO
ADDRESS COUNCIL

NAME: JOANN SANDERS
ADDRESS & ZIP 215 Mechanic St Apt #1104
PHONE NUMBER (409) 770-0854
EMAIL ADDRESS: _____
SUBJECT: BUG

RULES: Each person wishing to address Council shall step up to the podium, announce his/her name and address in an audible tone, and shall limit his/her address to THREE (3) minutes regardless of the number of items addressed.

☐ Public Hearing
☐ Agenda Item
☐ Non Agenda Item

DATE 4-11-2014

CITY OF GALVESTON REQUEST TO
ADDRESS COUNCIL

NAME: Meg Byars
ADDRESS & ZIP 10483 Schaper Dr 77554
PHONE NUMBER 409-740-0481
EMAIL ADDRESS: mbyars1960@sbcglobal.net
SUBJECT: Rise in tickets a stop
weekend rides

RULES: Each person wishing to address Council shall step up to the podium, announce his/her name and address in an audible tone, and shall limit his/her address to THREE (3) minutes regardless of the number of items addressed.

☐ Public Hearing
☐ Agenda Item
☐ Non Agenda Item

DATE _____

CITY OF GALVESTON REQUEST TO
ADDRESS COUNCIL

NAME: Martha Lewis
ADDRESS & ZIP 1211 21st Galveston Texas 77550
PHONE NUMBER 409 256 6406
EMAIL ADDRESS: me18935@HotMail.com
SUBJECT: Increase in Dollar Ride Fair and
The Service was Need

RULES: Each person wishing to address Council shall step up to the podium, announce his/her name and address in an audible tone, and shall limit his/her address to THREE (3) minutes regardless of the number of items addressed.

☐ Public Hearing
☐ Agenda Item
☐ Non Agenda Item

DATE _____

CITY OF GALVESTON REQUEST TO
ADDRESS COUNCIL

NAME: Mandi Mitchell
ADDRESS & ZIP 2208 Ave P Galv ~~TX~~ 77550
PHONE NUMBER 409 256 4379
EMAIL ADDRESS: njtm.artist@gmail.com
SUBJECT: public transportation

RULES: Each person wishing to address Council shall step up to the podium, announce his/her name and address in an audible tone, and shall limit his/her address to THREE (3) minutes regardless of the number of items addressed.

☐ Public Hearing
☐ Agenda Item
☐ Non Agenda Item

DATE 4-11-19

CITY OF GALVESTON REQUEST TO
ADDRESS COUNCIL

NAME: SANDRA PEREZ
ADDRESS & ZIP 1625 39th st
PHONE NUMBER 512-581-8672
EMAIL ADDRESS: sandrabear67@yahoo.com
SUBJECT: FARE INCREASE for Handivan
AGAINST STOPPING weekend service

RULES: Each person wishing to address Council shall step up to the podium, announce his/her name and address in an audible tone, and shall limit his/her address to THREE (3) minutes regardless of the number of items addressed.

☒ Public Hearing
☐ Agenda Item
☐ Non Agenda Item

DATE 4/11/19

CITY OF GALVESTON REQUEST TO
ADDRESS COUNCIL

NAME: Gloria Jean Grant
ADDRESS & ZIP 4324 LIVE OAK CIRCLE FORT
PHONE NUMBER 409-376-5840
EMAIL ADDRESS: no

SUBJECT: Handi-Van on Sundays for
Kingdom Hall. GAA Elderly Need Van 7
Days a week

RULES: Each person wishing to address Council shall step up to the podium, announce his/her name and address in an audible tone, and shall limit his/her address to THREE (3) minutes regardless of the number of items addressed.

The DAKS

Gloria Jean Grant

☒ Public Hearing
☐ Agenda Item
☐ Non Agenda Item

DATE 4/11/19

CITY OF GALVESTON REQUEST TO
ADDRESS COUNCIL

NAME: Laura Lundy
ADDRESS & ZIP 4715 Ave R 1/2 Rear
PHONE NUMBER 832 507 5132
EMAIL ADDRESS: lauralundy50@gmail.com
SUBJECT: Island Transit schedule

RULES: Each person wishing to address Council shall step up to the podium, announce his/her name and address in an audible tone, and shall limit his/her address to THREE (3) minutes regardless of the number of items addressed.

☐ Public Hearing
☐ Agenda Item
☐ Non Agenda Item

DATE 9-18-2016

**CITY OF GALVESTON REQUEST TO
ADDRESS COUNCIL**

NAME: Melody Braun
ADDRESS & ZIP: 121121 St H O A
PHONE NUMBER: 4976 6261
EMAIL ADDRESS: _____
SUBJECT: BUS

RULES: Each person wishing to address Council shall step up to the podium, announce his/her name and address in an audible tone, and shall limit his/her address to THREE (3) minutes regardless of the number of items addressed.

**APRIL 11, 2019 PUBLIC NOTICE MEETING TO DISCUSS PROPOSED CHANGES FARE
INCREASE ELIMINATE WEEKEND SERVICE**

NAME	ADDRESS	PHONE NUMBER
1 Richard Honderickson	4116 Ave	409-354-0327
2 Derick Wells D	Q-13	409-756-5510
3 Mary GYCIB	10423 S. Vesper Rd	409-740-0461
4 Angela Lariser	1211 26th St Galveston	409-229-6292
5 Nathan Kury	1211-24th #303	409-419-8039
6 Jeremy Dwyer	1211 21st 308	409-996-3432
7 Sandra Perez	1625 3rd St SE	512-581-8672
8 Tyrese Sweet	7200 Heard's Ln	409-443-1431
9 Odelia Williams	4700 Broadway	409-765-1920
10 Nate Parker	2810 61st St. #102	815-742-1501
11 Gloria Jean Grant	4324 LIVE OAK CIR One	409-770-5840
12 KIM M. MCGARY	1211-21st 519	409-599-4147
13 Laura Lurchy	4715 Ave R 1/2 Rear	832-507-5732
14 Linda Cahoe	1409-30th Street	409-256-9925
15 Nancy Wingstrom	1916 Postoffice	713-444-6524
16 Paul Wingstrom	1916 Postoffice	" " "
17 Floyd Simmons	2810-61st	409-739-3653
18 Jo Ann Sanchez	215 Mechanic St	409-770-0354
19 Frank Thomas Haged	1201 Maine	771-0244
20 Valerio M. Duby	7019 Lasker Dr #605	409-771-0091
21 Steven	2905 P.	409-974-9954
22 Karen Lehr	3705 Ave Q 1/2	409-599-4514
23 Shawn Goodwin	3428 Core View Blvd	409-888-9037
24 Lisa Manuele	2828 Q Galveston	214-242-2328
25 Bryan Manuele		713-472-9192
26 Melony B.B.	Geoffrey	409-409-6261

APRIL 11, 2019 PUBLIC NOTICE MEETING TO DISCUSS PROPOSED CHANGES FARE
INCREASE ELIMINATE WEEKEND SERVICE

27	DAVID Collins	1517 Sealy	443-7134
28	Victoria Nankin	4101 Ave T	
29	Robert Glaser	3018 O'12	832233 1475
30	Dan Buckley	COG	
31	Robin Jackson	2127-31	739-88192
32	Theresa Gordon	1211 21st 77501	832-494-4991
33	Lynda Harvey	2217 Ave P	4097624791
34	JONATHAN Poulton	2217 11	
35	Laura Freedman	500 Ferry Rd	409-338-7155
36	Dennis Stone	3225-L	(409)370-0138
37	Laura Day	801 37th St 1	409-443-2002
38	Tiffany Baker	1408 30th St	
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