NOTICE OF MEETING
CITY COUNCIL OF THE CITY OF GALVESTON
THURSDAY - AUGUST 8, 2019 - 9:00 A.M.
COUNCIL CHAMBERS/ROOM 204 - CITY HALL
823 ROSENBERG, GALVESTON, TEXAS
TELEPHONE: (409) 797-3510

THE CITY COUNCIL WILL CONVENE IN COUNCIL CHAMBERS TO CONSIDER AGENDA ITEMS 1 THROUGH 5, AND WILL MOVE INTO ROOM 204 FOR ITEMS 6 AND 7.

SPECIAL MEETING AGENDA

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER

2. ROLL CALL

3. CONFLICTS OF INTEREST

4. PUBLIC COMMENT
   A. Agenda Items
   B. Non-Agenda Items

5. ACTION ITEMS

5.A. Consider A Motion To Call A Public Hearing On August 22, 2019 On The FY 2020 Proposed Budget As Required By State Law. (M. Loftin)

Documents:

FY 2020 PROPOSED BUDGET PUBLIC HEARING STAFF REPORT.DOCX

5.B. Consider A Motion To Propose A Property Tax Rate Of $0.579885 Per $100 Of Taxable Value For 2019 And Call Two Public Hearings On August 22, 2019 And September 12, 2019. (M. Loftin)

Documents:

FY 2020 PROPERTY TAX RATE AND PUBLIC HEARING STAFF REPORT.DOC
2019 EFFECTIVE TAX RATE CALCULATION CITY OF GALVESTON FINAL.PDF
2019 CITY OF GALVESTON PUBLIC HEARING NOTICE.DOC

5.C. 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 Gulf Coast Center And WOMAN's, Inc. (A. Law)

Documents:

STAFF REPORT COC FOR GCC AND WOMANS INC..PDF

5.D. Consider For Approval The Allocation Of Funds Totaling Two Hundred Nineteen Thousand Nine Hundred Forty Three Dollars And Ninety Five Cents ($219,943.95) For The Purchase Of Dell Desktop Workstations, Dell Rugged Laptops, NetMotion Mobility Licenses And Microsoft Office Licenses; Allocating Funding To The Following Vendors As Follows: $185,545.90 To Centre Technologies Using DIR TSO 3763 For The

Purchase Of Ninety-Five (95) Dell Desktop Computers, $25,040.10 To SHI Government Solutions Utilizing DIR TSO 4092 For The Purchase Of 35 Dell Rugged Laptops; And $9,357.95 To Mobile Wireless LLC Utilizing DIR TSO Contract 3810 For The Purchase Of Thirty-Five (35) NetMotion Mobility Licenses. (H. Dean)

Documents:

FY19 EQUIPMENT REPLACEMENT PURCHASE STAFF REPORT.PDF
DESKOP REFRESH PURCHASE QUOTES.PDF

5.E. Consider For Approval The Purchase Of Gym Equipment And Installation For The New Fire Station # 1. (M. Wisko)

Documents:

QUOTE FIT SUPPLY LLC.PDF
QUOTE MARATHON FITNESS.PDF
STAFF REPORT - GYM EQUIPMENT NEW STATION.PDF

5.F. Consider Appointments To The Employees' Retirement Plan For Police. (Yarbrough)

6. WORKSHOP ITEMS (ROOM 204)

6.A. Discussion Of The Fiscal Year 2020 Budget And Capital Improvement Plan (B. Maxwell - 1 Hour)

6.B. Discuss A Proposal For An Amnesty Program For The City Of Galveston Municipal Court Of Record. (G. Lopez - 15 Minutes)

Documents:

AMNESTY PROGRAM.PDF

6.C. Receive And Discuss A Demonstration Of The Barnacle Parking Enforcement System (B. Stroud - 15 Minutes)

6.D. Council Review And Discussion Of Proposed Park Board Interlocal Agreement (Yarbrough/Collins - 1 Hour)

Documents:

CITY OF GALVESTON PARK BOARD INTERLOCAL DRAFT 8-1-19 FOR COUNCIL REVIEW AND DISCUSSION.PDF
MATERIAL CHANGES IN BPB AGREEMENT 8-01-19.PDF

6.E. Discussion Of An Ordinance Of The City Of Galveston, Texas, Amending Chapter 2, “Administration”, Of The Code Of The City Of Galveston, 1982, As Amended, To Create The Galveston Cultural Arts Commission; Providing A Savings Clause; Making Various Findings And Provisions Related To The Subject (Yarbrough - 20 Minutes)

Documents:

ORDINANCE AMENDING CULTURAL COMMISSION OF THE ARTS.DOCX
EXHIBIT A ORDINANCE FOR CULTURAL COMMISSION OF THE ARTS.DOC

6.F. Discussion Of The City Code Review Process (Yarbrough - 10 Minutes)

7. 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 2, 2019 at 12:00 P.M.

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 8, 2019

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

From: Michael W. Loftin, Assistant City Manager for Finance

RE: Consider a motion to call a public hearing on August 22, 2019 on the FY 2020 Proposed Budget as required by State law.

I. Background

A. Chapter 102 of the Local Government Code sets forth procedural and publication requirements for the city Budget including those listed here.

1. Section 102.001(b): The City Manager serves as the budget officer for the city.
2. Section 102.003(b): "The budget must contain a complete financial statement of the municipality that shows:
   a. The outstanding obligations of the municipality;
   b. the cash on hand to the credit of each fund;
   c. the funds received from all sources during the preceding year;
   d. the funds available from all sources during the ensuing year;
   e. the estimated revenue available to cover the proposed budget; and
   f. the estimated tax rate required to cover the proposed budget."
3. A public hearing on the budget must be called at least fifteen calendar days after the date the proposed budget is filed with the City Secretary (Section 102.006(b). This public hearing must be advertised between at least ten days, but not more than 30 days prior to the public hearing.
4. The adopted budget must be accessible on the city's web page.
5. A very specific statement must be placed in the advertisement and on the cover page of the budget document (not the cover itself) as outlined in the next section here.
6. Section 102.009(b) provides," After final approval of the budget, the governing body may spend municipal funds only in strict compliance with the budget, except in an emergency."
7. Section 102.010, the law states:" This chapter does not prevent the governing body of the municipality from making changes in the budget for municipal purposes."
8. Section 102.011 provides, "If a municipality has already adopted charter provisions that require the preparation of an annual budget covering all municipal expenditures and if the municipality conducts a public hearing on the budget as provided by Section 102.006 and otherwise complies with the provisions of this chapter relating to property tax increases, the charter provisions control."
9. Section 102.007 provides for the adoption of the budget as follows:
   a) "At the conclusion of the public hearing, the governing body of the municipality shall take action on the proposed budget. A vote to adopt the budget must be a record vote.
   (b) The governing body may make any changes in the budget that it considers warranted by the law or by the best interest of the municipal taxpayers.
   (c) Adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget. A vote under this subsection is in addition to and

separate from the vote to adopt the budget or a vote to set the tax rate required by Chapter 26, Tax Code, or other law."

B. The City Charter includes provisions under Article VII for Finance that cover the budget as well.
   1. Section 5 - The city's fiscal year begins October 1 and ends September 30.
   2. Section 6 – "At least forty-five (45) days prior to the beginning of each fiscal year the City Manager shall submit to the Council a proposed budget, which shall include:
      (a) The anticipated revenues and the proposed expenditures for the year, in detail;
      (b) A statement of all capital projects proposed to be undertaken during the year, and the method of their financing;
      (c) A statement of the capital projects planned for the next succeeding five (5) fiscal years, with estimates of their costs. The budget shall be accompanied by a report from the City Manager, with supporting schedules and exhibits, setting forth a complete financial plan for operation of the City during the coming fiscal year, with suitable explanation of any major changes in the cost of operation or the financial policy."
   3. Section 8 - "After the public hearing thereon the Council shall approve and adopt the budget by the second regularly scheduled Council meeting in September, either in the same form as submitted by the City Manager or with such changes as the Council may find to be necessary or desirable. No budget shall be adopted or appropriation made unless the anticipated revenues for the fiscal year equal or exceed the authorized expenditures. The adoption of the budget shall require a favorable vote of at least a majority of all the members of the Council. In the event the budget has not been adopted by the beginning of the fiscal year, the latest budget proposed by the City Manager shall take and remain in effect until the budget is finally adopted by the Council."

II. **Current Situation**

A. The language that was included in the hearings advertisement and in the budget itself in eighteen-font type as required by Section 102.005 State law is as follows:

"This budget will raise more total property taxes than last year's budget by $2,965,700 which is a 9.16 percent increase, and of that amount $419,300 is tax revenue to be raised from new property added to the tax roll this year."

B. The proposed property tax rate is $0.579885 per $100 of taxable value, which is 7.63 percent more than the effective tax rate of $0.538771 per $100 taxable value.

C. The Budget provides for pay adjustments for all city employees including those agreed to for collective bargaining purposes for police and fire, a significant increase in the cost of health benefits for all city employees, no increase in water and sewer rates, continuation of the CIP with an emphasis on streets, drainage, water and sewer projects, and an overall reduction in the number city employees.

D. Two record votes will be required by City Council to adopt the Budget in September since the Budget includes an increase in property tax revenue. The first will be to adopt the budget itself. The second motion will be "to ratify the property tax increase reflected in the budget." (Section 102.007(c) of State law).

III. **Recommendation – Call the FY 2019 Proposed Budget public hearing as proposed for August 22, 2019.**

THIRD PAGE NO LETTERHEAD

City of Galveston

FINANCE DEPARTMENT

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

July 30, 2019

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

RE: Consider a motion to propose a property tax rate of $0.579885 per $100 of taxable value for 2019 and call two public hearings on August 22, 2019 and September 12, 2019.

I. <u>Background</u>

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	$0.579885 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. <u>Current Situation</u>

A. The proposed rate of $0.579885 is the rate reflected in the FY 2020 Proposed Budget and all associated documents. This is 3.37 percent higher than last year's rate of $0.561.

B. The Maintenance and Operations rate is proposed at $0.527385, which includes the $0.05 rate that is allocated directly to the Library under the City Charter. This is 3.71 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.

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

D. The proposed rate of $0.579885 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 total rate of $0.579885 is less than 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 $0.579885 is lower than the rollback rate of $0.582433 yet greater than the effective rate of $0.538771. The City will 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 is providing the basis for the FY 2020 Proposed Budget.

III. <u>Issues</u>

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.

IV. **Recommendation**

Approve the motion proposing a 2019 tax rate of $0.579885 per $100 of taxable value and call two public hearings on this proposed rate on August 22, 2019 and September 12, 2019.

2019 Tax Rate Calculation Worksheet Date: 07/25/2019 11:32 AM

Taxing Units Other Than School Districts or Water Districts

City of Galveston

Taxing Unit Name

Phone *(area code and number)*

Taxing Unit's Address, City, State, ZIP Code

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the effective tax rate and rollback tax rate for the taxing unit. These tax rates are expressed in dollars per $100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest.

School districts do not use this form, but instead use Comptroller Form 50-859 Tax Rate Calculation Worksheet for School Districts.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 Water District Rollback Tax Rate Worksheet.

This worksheet is provided to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: Effective Tax Rate (No New Taxes)

The effective tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the effective tax rate should decrease.

The effective tax rate for a county is the sum of the effective tax rates calculated for each type of tax the county levies.

Effective Tax Rate Activity	Amount/Rate
1. 2018 total taxable value. Enter the amount of 2018 taxable value on the 2018 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-third over-appraisal corrections from these adjustments. This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (will deduct taxes in Line 14).[1]	$6,330,928,781
2. 2018 tax ceilings. Counties, cities and junior college districts. Enter 2018 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2018 or a prior year for homeowners age 65 or older or disabled, use this step.[2]	$671,054,608
3. Preliminary 2018 adjusted taxable value. Subtract Line 2 from Line 1.	$5,659,874,173
4. 2018 total adopted tax rate.	$0.561000/$100
5. 2018 taxable value lost because court appeals of ARB decisions reduced 2018 appraised value. A. **Original 2018 ARB Values.**	$2,753,600
B. **2018 values resulting from final court decisions.**	$2,600,000
C. **2018 value loss.** Subtract B from A.[3]	$153,600
6. 2018 taxable value, adjusted for court-ordered reductions. Add Line 3 and Line 5C.	$5,660,027,773
7. 2018 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2018. Enter the 2018 value of property in deannexed territory.[4]	$0
8. 2018 taxable value lost because property first qualified for an exemption in 2019. Note that lowering the amount or percentage of an existing exemption does not create a new	

exemption or reduce taxable value. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost to freeport or goods-in-transit exemptions. A. **Absolute exemptions.** Use 2018 market value: B. **Partial exemptions.** 2019 exemption amount or 2019 percentage exemption times 2018 value: C. **Value loss.** Add A and B.[5]	 $15,330,440 $29,027,691 $44,358,131
9. 2018 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2019. Use only properties that qualified in 2019 for the first time; do not use properties that qualified in 2018. A. **2018 market value:** B. **2019 productivity or special appraised value:** C. **Value loss.** Subtract B from A.[6]	 $7,931 $30 $7,901
10. Total adjustments for lost value. Add lines 7, 8C and 9C.	$44,366,032
11. 2018 adjusted taxable value. Subtract Line 10 from Line 6.	$5,615,661,741
12. Adjusted 2018 taxes. Multiply Line 4 by Line 11 and divide by $100.	$31,503,862
13. Taxes refunded for years preceding tax year 2018. Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2018. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2018. This line applies only to tax years preceding tax year 2018.[7]	$93,314
14. Taxes in tax increment financing (TIF) for tax year 2018. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2019 captured appraised value in Line 16D, enter 0.[8]	$1,802,400
15. Adjusted 2018 taxes with refunds and TIF adjustment. Add Lines 12 and 13, subtract Line 14.[9]	$29,794,776
16. Total 2019 taxable value on the 2019 certified appraisal roll today. This value includes only certified values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 18). These homesteads include homeowners age 65 or older or disabled.[10] A. **Certified values:** B. **Counties:** Include railroad rolling stock values certified by the Comptroller's office: C. **Pollution control and energy storage system exemption :** Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: **D. Tax increment financing:** Deduct the 2019 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2019 taxes will be deposited	 $6,467,739,336 $0 $0 $347,561,136

into the tax increment fund. Do not include any new property value that will be included in Line 21 below.[11] E. **Total 2019 value.** Add A and B, then subtract C and D.	$6,120,178,200
17. Total value of properties under protest or not included on certified appraisal roll.[12] A. **2019 taxable value of properties under protest.** The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value.[13] B. **2019 value of properties not under protest or included on certified appraisal roll.** The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about, but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value.[14] C. **Total value under protest or not certified:** Add A and B.	$217,762,393 $0 $217,762,393
18. 2019 tax ceilings. Counties, cities and junior colleges enter 2019 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing units adopted the tax ceiling provision in 2018 or a prior year for homeowners age 65 or older or disabled, use this step.[15]	$735,506,578
19. 2019 total taxable value. Add Lines 16E and 17C. Subtract Line 18.	$5,602,434,015
20. Total 2019 taxable value of properties in territory annexed after Jan. 1, 2018. Include both real and personal property. Enter the 2019 value of property in territory annexed.[16]	$0
21. Total 2019 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2018. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2018, and be located in a new improvement. New improvements **do** include property on which a tax abatement agreement has expired for 2019.[17]	$72,304,737
22. Total adjustments to the 2019 taxable value. Add Lines 20 and 21.	$72,304,737
23. 2019 adjusted taxable value. Subtract Line 22 from Line 19.	$5,530,129,278
24. 2019 effective tax rate. Divide Line 15 by Line 23 and multiply by $100.[18]	$0.538771/$100
25. COUNTIES ONLY. Add together the effective tax rates for each type of tax the county levies. The total is the 2019 county effective tax rate.[19]	

[1]Tex. Tax Code Section 26.012(14)
[2]Tex. Tax Code Section 26.012(14)
[3]Tex. Tax Code Section 26.012(13)
[4]Tex. Tax Code Section 26.012(15)
[5]Tex. Tax Code Section 26.012(15)
[9]Tex. Tax Code Section 26.012(13)
[10]Tex. Tax Code Section 26.012
[11]Tex. Tax Code Section 26.03(c)
[12]Tex. Tax Code Section 26.01(c) and (d)
[13]Tex. Tax Code Section 26.01(c)

[6]Tex. Tax Code Section 26.012(15)
[7]Tex. Tax Code Section 26.012(13)
[8]Tex. Tax Code Section 26.03(c)

[14]Tex. Tax Code Section 26.01(d)
[15]Tex. Tax Code Section 26.012(6)
[16]Tex. Tax Code Section 26.012(17)

SECTION 2: Rollback Tax Rate
The rollback tax rate is split into two separate rates: 1. **Maintenance and Operations (M&O):** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus eight percent. This rate accounts for such things as salaries, utilities and day-to-day operations. 2. **Debt:** The debt tax rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue. The rollback tax rate for a county is the sum of the rollback tax rates calculated for each type of tax the county levies. In most cases the rollback tax rate exceeds the effective tax rate, but occasionally decreases in a taxing unit's debt service will cause the effective tax rate to be higher than the rollback tax rate.

Rollback Tax Rate Activity	Amount/Rate
26. 2018 maintenance and operations (M&O) tax rate.	$0.508500/$100
27. 2018 adjusted taxable value. Enter the amount from Line 11.	$5,615,661,741
28. 2018 M&O taxes.	
A. Multiply Line 26 by Line 27 and divide by $100.	$28,555,639
B. **Cities, counties and hospital districts with additional sales tax:** Amount of additional sales tax collected and spent on M&O expenses in 2018. Enter amount from full year's sales tax revenue spent for M&O in 2018 fiscal year, if any. Other taxing units enter 0. Counties exclude any amount that was spent for economic development grants from the amount of sales tax spent.	$5,356,172
C. **Counties:** Enter the amount for the state criminal justice mandate. If second or later year, the amount is for increased cost above last year's amount. Other taxing units enter 0.	$0
D. **Transferring function:** If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in H below. The taxing unit receiving the function will add this amount in H below. Other taxing units enter 0.	$0
E. **Taxes refunded for years preceding tax year 2018:** Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2018. This line applies only to tax years preceding tax year 2018.	$66,090
F. **Enhanced indigent health care expenditures:** Enter the increased amount for the current year's enhanced indigent health care expenditures above the preceding tax year's enhanced indigent health care expenditures, less any state assistance.	$0
G. **Taxes in TIF:** Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2019 captured appraised value in Line 16D, enter 0.	$1,802,400
H. Adjusted M&O Taxes. Add A, B, C, E and F. For taxing unit with D, subtract if discontinuing function and add if receiving function. Subtract G.	$32,175,501

29. 2019 adjusted taxable value. Enter Line 23 from the Effective Tax Rate Worksheet.	$5,530,129,278
30. 2019 effective maintenance and operations rate. Divide Line 28H by Line 29 and multiply by $100.	$0.581822/$100
31. 2019 rollback maintenance and operation rate. Multiply Line 30 by 1.08.	$0.628367/$100
32. Total 2019 debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year and (4) are not classified in the taxing unit's budget as M&O expenses. A. **Debt** also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. Enter debt amount. B. Subtract **unencumbered fund amount** used to reduce total debt. C. Subtract **amount paid** from other resources. D. **Adjusted debt.** Subtract B and C from A.	$3,575,056 $0 $633,778 $2,941,278
33. Certified 2018 excess debt collections. Enter the amount certified by the collector.	$0
34. Adjusted 2019 debt. Subtract Line 33 from Line 32D.	$2,941,278
35. Certified 2019 anticipated collection rate. Enter the rate certified by the collector. If the rate is 100 percent or greater, enter 100 percent.	100.00%
36. 2019 debt adjusted for collections. Divide Line 34 by Line 35	$2,941,278
37. 2019 total taxable value. Enter the amount on Line 19.	$5,602,434,015
38. 2019 debt tax rate. Divide Line 36 by Line 37 and multiply by $100.	$0.052500/$100
39. 2019 rollback tax rate. Add Lines 31 and 38.	$0.680867/$100
40. COUNTIES ONLY. Add together the rollback tax rates for each type of tax the county levies. The total is the 2019 county rollback tax rate.	

SECTION 3: Additional Sales Tax to Reduce Property Taxes	
Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its effective and rollback tax rates to offset the expected sales tax revenue. This section should only be completed by a county, city or hospital district that is required to adjust its effective tax rate and/or rollback tax rate because it adopted the additional sales tax.	
Activity	**Amount/Rate**
41. Taxable Sales. For taxing units that adopted the sales tax in November 2018 or May 2019, enter the Comptroller's estimate of taxable sales for the previous four quarters.[20] Estimates of taxable sales may be obtained through the Comptroller's **Allocation Historical Summary** webpage. Taxing units that adopted the sales tax before November 2018, skip this line.	$0
42. Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue.[21] **Taxing units that adopted the sales tax in November 2018 or in May 2019.** Multiply the amount on Line 41 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95.[22] **- or -** **Taxing units that adopted the sales tax before November 2018.** Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	$5,514,682
43. 2019 total taxable value. Enter the amount from Line 37 of the Rollback Tax Rate Worksheet.	$5,602,434,015
44. Sales tax adjustment rate. Divide Line 42 by Line 43 and multiply by $100.	$0.098434/$100
45. 2019 effective tax rate, unadjusted for sales tax.[23] Enter the rate from Line 24 or 25, as applicable, on the Effective Tax Rate Worksheet.	$0.538771/$100
46. 2019 effective tax rate, adjusted for sales tax. **Taxing units that adopted the sales tax in November 2018 or in May 2019.** Subtract Line 44 from Line 45. Skip to Line 47 if you adopted the additional sales tax before November 2018.	$0.538771/$100
47. 2019 rollback tax rate, unadjusted for sales tax.[24] Enter the rate from Line 39 or 40, as applicable, of the Rollback Tax Rate Worksheet.	$0.680867/$100
48. 2019 rollback tax rate, adjusted for sales tax. Subtract Line 44 from Line 47.	$0.582433/$100

[17]Tex. Tax Code Section 26.012(17)
[18]Tex. Tax Code Section 26.04(c)
[19]Tex. Tax Code Section 26.04(d)
[20]Tex. Tax Code Section 26.041(d)
[21]Tex. Tax Code Section 26.041(i)
[22]Tex. Tax Code Section 26.041(d)
[23]Tex. Tax Code Section 26.04(c)
[24]Tex. Tax Code Section 26.04(c)

SECTION 4: Additional Rollback Protection for Pollution Control	
A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control. This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.	
Additional Rollback Protection for Pollution Control Activity	**Amount/Rate**
49. Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ.[25] The taxing unit shall provide its tax assessor-collector with a copy of the letter.[26]	$0
50. 2019 total taxable value. Enter the amount from Line 37 of the Rollback Tax Rate Worksheet.	$5,602,434,015
51. Additional rate for pollution control. Divide Line 49 by Line 50 and multiply by $100.	$0/$100
52. 2019 rollback tax rate, adjusted for pollution control. Add Line 51 to one of the following lines (as applicable): Line 39, Line 40 (counties) or Line 48 (taxing units with the additional sales tax).	$0.582433/$100

SECTION 5: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

Effective tax rate (Line 24; line 25 for counties; or line 46 if adjusted for sales tax)	$0.538771
Rollback tax rate (Line 39; line 40 for counties; or line 48 if adjusted for sales tax)	$0.582433
Rollback tax rate adjusted for pollution control (Line 52)	$0.582433

SECTION 6: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the taxing unit.

print here Michael W. Loftin
Printed Name of Taxing Unit Representative

sign here Michael W. Loftin
Taxing Unit Representative

7/26/2019
Date

[25]Tex. Tax Code Section 26.045(d)
[26]Tex. Tax Code Section 26.045(i)

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

A tax rate of $0.579885 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 increased pay and benefits for public safety personnel.

PROPOSED TAX RATE	$0.579885 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:

property tax amount= (rate) x (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.

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 8, 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 Gulf Coast Center and WOMAN's, Inc.**

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 the priority needs within the Plan.

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 Gulf Coast Center submitted a Certification of Consistency Form for their Permanent Housing Program which provides housing and supportive services to individuals who have been homeless for the past 12 consecutive months or have at least 4 homeless episodes that add up to 12 months over the previous 3 years. A brief project description is attached for your reference. **(Attachment A)**

B. WOMAN's, Inc. submitted a Certification of Consistency Form for their Rapid Re-Housing Program which will house homeless women with dependent children escaping domestic violence. A brief project description is attached for your reference. **(Attachment B)**

C. The City has reviewed the agencies' project descriptions and determined these to be consistent with the Homeless needs as established in the City's Consolidated Plan.

III. Issues

A. Consistency with Consolidated Plan: Both agency Programs are considered High Priorities in the City's Consolidated Plan. The provision of services (temporary, transitional or permanent housing and supportive services) for the homeless is a High Priority in the 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 Gulf Coast Center and WOMAN's, Inc.

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

Alice T. Law
Interim Director of Grants & Housing

Attachment A

OMB Approval No. 2506-0112 (Exp. 6/30/2017)

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 Con solidated Plan.
(Type or clearly print the following information:)

Applicant Name: Gulf Coast Center

Project Name: FY19 GCC Permanent Housing

Location of the Project: City of Galveston

Name of the Federal Program to which the applicant is applying: FY19 Continuum of Care Program Renewal-Permanent Housing

Name of Certifying Jurisdiction: City of Galveston

Certifying Official of the Jurisdiction Name: Alice T. Law

Title: Interim Director, Grants & Housing Department

Signature:

Date:

Gulf Coast Center
10000 Emmett F. Lowry, Ste. 1220
Texas City, TX 77591

FY2019 Continuum of Care Program Renewal - Permanent Housing Program

Project Description:
The Gulf Coast Center's Permanent Housing Program provides safe and affordable housing to individuals in Brazoria and Galveston counties who have been homeless for the past 12 consecutive months or have at least four homeless episodes that add up to 12 months over the previous three years. The program follows a Housing First approach to prioritize rapid placement into permanent housing without time limits or preconditions and barriers to program entry. The project utilizes grant funding for tenant-based rental assistance in scattered-site apartment units across Brazoria and Galveston counties and serves a minimum of 32 persons each grant year. Program participants work with case managers to select apartment units and staff help facilitate lease execution to ensure individuals attain safe and affordable housing. Once participants have secured permanent housing, case managers offer ongoing support to help build rapport and encourage open communication. Case managers meet with participants on a regular basis, encouraging them to define their own needs and goals. The Gulf Coast Center has more than 20 years of experience in providing programs to connect homeless individuals to housing and provides an array of treatment services designed to support stability for this population. Access to services within the Center helps ensure continuity of care and facilitation of engagement. The Center offers behavioral and primary healthcare, substance use disorder treatment, inpatient psychiatric care, crisis respite, and 24-hour crisis response services. Dependent upon individual need, participants can also be referred to external providers and linked with a variety of community-based services and supports. Through ongoing case management, staff support participants as they develop and achieve their personal goals. The desired outcome for all participants is to improve quality of life which begins with securing safe and affordable housing.

Attachment B

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 Con solidated Plan.
(Type or clearly print the following information:)

Applicant Name: Women Opting for More Affordable Housing Now, Inc. (WOMAN, Inc.)

Project Name: Woman, Inc. Rapid Re-Housing

Location of the Project: City of Galveston

Name of the Federal Program to which the applicant is applying: HUD Continuum of Care for Homeless Assistance Program

Name of Certifying Jurisdiction: City of Galveston

Certifying Official of the Jurisdiction Name: Alice T. Law

Title: Interim Director, Department of Grants and Housing, City of Galveston

Signature: ______________________

Date: ______________________

WOMAN INC
Women Opting for More Affordable Housing Now

BOARD OFFICERS

EXECUTIVE DIRECTOR
Michaelle Wormly

PRESIDENT
Linda McAdams

VICE PRESIDENT
Diane Savage

TREASURER
Marilyn Farrell

SECRETARY
Vita Rogers

WOMAN, Inc.'s Rapid Re-housing project uses HUD Continuum of Care grant funds to house women with dependent children escaping domestic violence (DV). At full capacity, the project provides seven units and 23 beds, placing seven women and their children in scattered site housing. HUD awarded us $116,712 under the FY 2018 Continuum of Care Program for rental assistance and supportive services.

This program is unique for this coastal area: it is the sole effort targeting DV victims that combines long-term housing and supportive services. Galveston County reported 30 ES beds for DV victims but no rapid re-housing. All of our clients who enter our program are literally homeless, referred from emergency DV shelters. In the first two quarters of the project's first year, 72% of persons acquired housing within 30 days of project entry; also, 100% of households exiting the program entered permanent housing.

From WOMAN, Inc. and our partners, clients receive rental assistance; housing counseling and search; case management; and enrollment in mainstream benefits. Households may voluntarily participate in the following services: counseling, budgeting and parenting classes; child care; education; employment assistance; life skills training; substance abuse and mental health treatment; health care; food; transportation and legal services. Project services begin with assessment to determine the type and frequency of service provision and factors that threaten stability. Re-housing and case management begin immediately after enrollment and follows the "housing first" model, under which households from DV shelters will move quickly and directly into housing units.

WOMAN, Inc. coordinates services through relationships with community partners. We are active in the local homeless coalition and host the PIT count. We expect to have all seven units leased out within three months of signing a renewal contract with HUD.

1919 Decatur PO Box 571898 Houston, TX 77257-1898
Phone: 713.869.9727 Fax: 713.869.7278
www.womaninc.us

City of Galveston

DEPARTMENT OF INFORMATION TECHNOLOGY

STAFF REPORT

August 8, 2019

To: Brian Maxwell, City Manager
Honorable Mayor and City Council

From: Hope Dean, Executive Director/CITO

RE: Consider for approval the allocation of funds totaling two hundred thousand nine hundred forty three dollars and ninety five cents ($219,943.95) for the purchase of dell desktop workstations, dell rugged laptops, Netmotion Mobility licenses and Microsoft office licenses; allocating funding to the following vendors as follows: $185,545.90 to Centre Technologies using DIR TSO 3763 for the purchase of ninety-five (95) Dell desktop computers and thirty five (35) Dell Rugged laptops; $ 25,040.10 to SHI Government Solutions utilizing DIR TSO 4092; $ 9,357.95 to Mobile Wireless LLC utilizing DIR TSO Contract 3810 for the purchase of thirty-five (35) NetMotion Mobility licenses

I. BACKGROUND

In 2015, the City adopted and began the implementation of a standard schedule for the replacement of all desktop computers that have reached the end of useful life.

II. CURRENT SITUATION

Desktop Refresh Program

This year is the forth year of the centralized desktop refresh program. Ninety-five (95) units are in need of replacement. The age of the equipment designated for replacement this fiscal year were purchased in late 2014/early 2015.

Emergency Management

1. The mission of the Emergency Operations Center is to develop and maintain a common operating picture, provide incident resource support, coordinate information and communications and ensure policy directives are represented in the development of operational strategies. The current computer capability in the EOC is not mobile and results in delays in providing crucial reports to the State and FEMA in getting resources needed for response.

2. In order to obtain a mobile environment for the EOC and to provide the City evacuation hubs with mobile capabilities the City need to purchase 25 rugged laptop computers.

Public Works

Superintendents and Supervisors currently must be in the office on the network in order to assign and allocate work orders. Having the ability to access this detail in field would allow for greater oversight, and management. Additionally, the use of laptops would allow Supervisors to attend any meeting with vendors, contractors, and have current data on hand. The laptop may be taken to off-site training and allows the supervisor to stay in contact with their staff.

III. ISSUES

Desktop Refresh Program

1. The City of Galveston maintains inventory of over 550 desktop computers and other mobile computing equipment. Of that inventory, ninety-Five (95) desktop workstations are designated for replaced this fiscal year.
2. These units are also running Windows 7 operating system, which will no longer be support by Microsoft after January 2020.

Emergency Management

1. The EOC currently has 13 fixed computers that are used during Emergency/Disaster activations
2. A full activation of the EOC can result in up to 50 or more personnel and in many cases requires the re-location of multiple departments, agencies, and personnel.
3. The personnel managing the EOC over the past few years has expanded as the roles in emergency and disaster management have become more restrictive and demanding. This requires more use of technology and administrative functions requiring the use of computers.
4. The current computer capability in the EOC is not mobile and results in delays in providing crucial reports to the State and FEMA in getting resources needed for response.

Public Works

1. Superintendents and Supervisors currently must be in the office on the network in order to assign and allocate work orders.
2. The use of desktops limits time in the field and oversight with the crews. The use of mobile equipment will increase productivity, allowing Supervisors full access to VUEWorks work order solution also provide access to files and documents on the network while in the field and on job sites.
3. Access would negate the need to continuously return to the office for needed information at any particular time.

4. The laptop provides the ability to view maps of the city's infrastructure assets, including storm drains, water mains, sewer mains and other infrastructure assets.
5. Laptops would also provide the ability to update projects as work is completed.
6. The laptop allows Supervisors to attend any meeting with vendors, contractors, and have current data on hand. The laptop may be taken to off-site training and allows the supervisor to stay in contact with their staff.

ALTERNATIVES

1. Forego the scheduled replacement of the equipment. This action is not recommended due to the current age of the equipment scheduled for replacement.

2. The City of Galveston could opt to purchase the equipment from another manufacturer. This option is not recommended due to the differences in equipment specifications and frequency of model releases. Dell has a standard release schedule. OptiPlex models run on twelve (12) month replacement cycles. This schedule allows the department to limit the number of different models being supported.

3. The City of Galveston could continue to purchase workstations in a decentralized manner, which is not optimal. These type of purchases also prevent the City from taking advantage of bulk purchase discounts.

IV. RECOMMENDATION

Consider for approval the allocation of funds totaling two hundred thousand nine hundred forty three dollars and ninety five cents ($219,943.95) for the purchase of dell desktop workstations, dell rugged laptops, Netmotion Mobility licenses and Microsoft office licenses; allocating funding to the following vendors as follows: $185,545.90 to Centre Technologies using DIR TSO 3763 for the purchase of ninety-five (95) Dell desktop computers and thirty five (35) Dell Rugged laptops; $ 25,040.10 to SHI Government Solutions utilizing DIR TSO 4092; $ 9,357.95 to Mobile Wireless LLC utilizing DIR TSO Contract 3810 for the purchase of thirty-five (35) NetMotion Mobility licenses

V. FISCAL IMPACT REPORT

Requested by:	Hope Dean Executive Director/CITO
Funding Source:	$ 124,184.95 – Information Technology Budget (95 desktops and Microsoft licenses) $ 28,902.80 – Pubic Works Operating Budgets (10 dell rugged laptops) $ 66,856.20 - SRIA16 Grant (25 dell rugged laptops)
Costs of implementation:	$219,943.95

16801 Greenspoint Park Drive
Suite 200
Houston, TX 77060

281-506-2480

Centre TECHNOLOGIES

CoG - Dell Optiplex 7070

Prepared by:

Centre Technologies

Evan Adams
on behalf of Jamie Schanbachler
Fax 281-763-2355
eadams@centretechnologies.com

Prepared for:

City of Galveston

Hope Dean
Ship To:
PO Box 779 823 Rosenberg
Galveston, TX 77553
(409) 797-3578
hdean@galvestontx.gov

Quote Information:

Quote #: 040174

Version: 1
Delivery Date: 07/29/2019
Expiration Date: 09/30/2019

CoG - Dell Optiplex 7070

Dell DIR-TSO-3763

Products

Description		Qty	Price	Ext. Price
210-ASEC	OptiPlex 7070 SFF Intel® CoreTM i5-9600 (6 Cores/9MB/6T/3.1GHz to 4.6GHz/65W);supports Windows 10/Linux: (338-BRTL) Win 10 Pro 64 English, French, Spanish : (619-AHKN) No AutoPilot : (340-CKSZ) No Productivity Software : (630-AAPK) 16GB 2X8GB DDR4 2666MHz UDIMM Non-ECC : (370-AEBG) M.2 128GB PCIe NVMe Class 35 Solid State Drive : (400-BEUQ) M.2 22x30 Thermal Pad : (412-AAQT) M2X3.5 Screw for SSD/DDPE : (773-BBBC) Intel vPro Technology Enabled : (631-ACCZ) No Additional Hard Drive : (401-AANH) No Wireless LAN Card : (555-BBFO) OptiPlex 7070 Small Form Factor with 200W up to 85% efficient PowerSupply (80Plus Bronze): (329-BEJY) No Keyboard Selected : (580-AABG) No mouse selected on your OptiPlex system : (570-AAAF) No Cove : (320-BCGK) No Additional Cable Requested : (379-BBCY) No Integrated Stand option : (575-BBBI) No FGA : (817-BBBB) SupportAssist : (525-BBCL) Dell Applications for Windows : (658-BBLB) Waves Maxx Audio : (658-BBRB) Software for OptiPlex 7070 : (658-BEHB) OS-Windows Media Not Included : (620-AALW) Energy Star : (387-BBLW) TPM Enabled : (329-BBJL) No Optical Disk Drive : (429-ABFI) No Media Card Reader : (379-BBHM) No Additional Network Card Selected (Integrated NIC included) : (555-BBJO) Dell Developed Recovery Environment : (658-BCUV) No Hard Drive Bracket for Small Form Factor, Dell OptiPlex : (575-BBKX) Intel Integrated Graphics, Dell OptiPlex : (490-BBFG) NO RAID : (817-BBBN) Placemat for OptiPlex 7070 SFF : (750-ABKW) No Anti-Virus Software : (650-AAAM) CMS Software not included : (632-BBBJ) EPA Regulatory Label : (389-DQJX) Intel Core i5 Label for Vpro : (389-DQKS) No Additional Add In Cards : (382-BBHX) System Power Cord (Philipine/TH/US) : (450-AAOJ) Safety/Environment and Regulatory Guide (English/French Multi-language): (340-AGIK) No UPC Label : (389-BCGW) No CompuTrace : (461-AABF) No Optane : (400-BFPO) No Intel Responsive : (551-BBBJ) No Additional Video Ports : (492-BCKH) Dell Limited Hardware Warranty Plus Service : (812-3886) Onsite/In-Home Service After Remote Diagnosis 3 Years : (812-3887)	95	$1,043.63	$99,144.85

16801 Greenspoint Park Drive
Suite 200
Houston, TX 77060

281-506-2480

Centre TECHNOLOGIES

Subtotal:	$99,144.85

Quote Summary

Description	Amount
Products	$99,144.85
Total:	$99,144.85

Customer hereby acknowledges that all of the Agreements and Orders contained herein are subject to the applicable taxes (e.g., international, federal, state and local), shipping, handling and other associated fees. The Uniform Commercial Code, as adopted by the Texas Business and Commerce Code, shall apply where appropriate. Centre reserves the right to cancel or amend orders arising from pricing or other errors contained in the attached Quote and will notify the Customer. Signing below constitutes acceptance of all of the items contained herein, including the Agreements, which are available for review and download at http://centretechnologies.com/agreements and may include a Letter of Engagement, Business Associate Agreement, Service Time Agreement and/or Mutual Non-disclosure Agreement. Unless stated otherwise in the actual description of the Product or Service listed hereinabove, the pricing reflects Centre's good faith and reasonable efforts in calculating the estimated cost of Products and Services based on information supplied by the Customer. Actual charge(s) may vary and recur monthly based upon Agreements for the use of services. Please note that there is a Minimum Monthly Recurring Charge ("MMRC") for recurring services. Customer hereby represents that its electronic signature to this Agreement shall be relied upon and serves to bind it to the obligations stated within. Customer's representative hereby warrants and represents that he/she/it has the express authority to execute this Acknowledgement of the Agreement(s) on behalf of Customer.

E-Signature Confirmation for City of Galveston

Signature: ______________________

Name: Hope Dean

Title: ______________________

Date: ______________________

Centre Technologies
16801 Greenspoint Park Drive Suite 200
Houston, TX 77060
Ph: 281-506-2480 **Fax:** 281-763-2355

CoG - Dell Rugged Laptops

Prepared by:

Centre Technologies
Joy Gutierrez
on behalf of Jamie Schanbachler
214-593-6852
Fax 281-763-2355
jgutierrez@centretechnologies.com

Prepared for:

City of Galveston
Hope Dean
Ship To:
PO Box 779 823 Rosenberg
Galveston, TX 77553
(409) 797-3578
hdean@galvestontx.gov

Quote Information:

Quote #: 038860
Version: 2
Delivery Date: 07/08/2019
Expiration Date: 06/14/2019

CoG - Dell Rugged Laptops

DIR-TSO-3763

Products

Description		Qty	Price	Ext. Price
210-AQPT	Latitude 5420 Rugged, XCTO Dell Latitude 5420 Rugged, CTO 210-AQPT 8th Gen Intel Core i5-8350U Processor (Quad Core, 6M Cache, 1.7GHz,15W, vPro) 379-BDHC Win 10 Pro 64 English, French, Spanish 619-AHKN Microsoft Office Professional 2019 630-ABGO Intel Core i5-8350U Processor Base with Integrated Intel UHD 620 Graphics 338-BPTK No Out-of-Band Systems Management 631-ABWH 16GB, 2x8GB, 2400MHz DDR4 Non-ECC 370-AEMM M.2 128GB PCIe NVMe Class 35 Solid State Drive 400-BBII 14" FHD WVA (1920 x 1080) Anti-Glare Non-Touch 391-BDXO RGB Camera 319-BBFN Sealed Internal Non-Backlit Keyboard 580-AFDC Intel Dual Band Wireless AC 8265 (802.11ac) 2x2 + Bluetooth 4.2 Driver 555-BEPE Intel Dual Band Wireless AC 8265 (802.11ac) 2x2 555-BDGD WLAN Bracket 575-BBYW Qualcomm Snapdragon X20 (DW5821e) ATT 556-BBZI WWAN Bracket 575-BBYX 3 Cell 51Whr ExpressCharge Capable Battery 451-BCHG 90 Watt AC Adapter 492-BCNQ Dell Top Case and Palmrest without Security 346-BEVE Dell USB,USB,AUDIO,BLANK left I/O module 590-TEYE No Anti-Virus Software 650-AAAM OS-Windows Media Not Included 620-AALW 2nd 3 Cell 51Whr ExpressCharge Capable Battery 451-BCHH No Additional IO Ports 590-TEYC No Resource DVD / USB 430-XXYG TPM Enabled 340-AJPV System Driver, Dell Latitude 5420 640-BBRG Dell Developed Recovery Environment 658-BCUV E5 Power Cord (US) 537-BBBD Energy Star Certified 387-BBNJ ProSupport Plus: Next Business Day Onsite, 3 Years 808-6797 Dell Limited Hardware Warranty Initial Year 808-6805 ProSupport Plus: Accidental Damage Service, 3 Years 808-6817 ProSupport Plus: Keep Your Hard Drive, 3 Years 808-6818 ProSupport Plus: 7X24 Technical Support, 3 Years 808-6847	35	$2,265.54	$79,293.90

Centre Technologies
16801 Greenspoint Park Drive Suite 200
Houston, TX 77060
Ph: 281-506-2480 **Fax:** 281-763-2355

452-BCGQ	Dell Latitude Rugged Display Port Desk Dock - 452-BCGQ	20	$282.92	$5,658.40
				
450-AAYR	Dell Auto-Air DC Adapter - 90-Watt - 330-8105	10	$74.45	$744.50
				
460-BCMM	Dell Pro Backpack 17	15	$46.95	$704.25
			Subtotal	**$86,401.05**

Quote Summary

Description	Amount
Products	$86,401.05
Total:	**$86,401.05**

Customer hereby acknowledges that all of the Agreements and Orders contained herein are subject to the applicable taxes (e.g., international, federal, state and local), shipping, handling and other associated fees. The Uniform Commercial Code, as adopted by the Texas Business and Commerce Code, shall apply where appropriate. Centre reserves the right to cancel or amend orders arising from pricing or other errors contained in the attached Quote and will notify the Customer. Signing below constitutes acceptance of all of the items contained herein, including the Agreements, which are available for review and download at http://centretechnologies.com/agreements and may include a Letter of Engagement, Business Associate Agreement, Service Time Agreement and/or Mutual Non-disclosure Agreement. Unless stated otherwise in the actual description of the Product or Service listed hereinabove, the pricing reflects Centre's good faith and reasonable efforts in calculating the estimated cost of Products and Services based on information supplied by the Customer. Actual charge(s) may vary and recur monthly based upon Agreements for the use of services. Please note that there is a Minimum Monthly Recurring Charge ("MMRC") for recurring services. Customer hereby represents that its electronic signature to this Agreement shall be relied upon and serves to bind it to the obligations stated within. Customer's representative hereby warrants and represents that he/she/it has the express authority to execute this Acknowledgement of the Agreement(s) on behalf of Customer.

Customer Signature **Date** **PO#**

Pricing Proposal
Quotation #: 17484858
Created On: Jul-25-2019
Valid Until: Aug-31-2019

CITY OF GALVESTON

Billy Sanders
Phone: 409.765.3631
Fax:
Email: bsanders@galvestontx.gov

IAM

Gregory Gonedes
1301 South Mo-Pac Expressway
Suite 375
Austin, TX 78746
Send PO's to: Texas@shi.com
8008706079
5127320232
Phone: 800-870-6079
Fax: 512-732-0232
Email: gregory_gonedes@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Microsoft Office 2019 Sngl MVL 1License Microsoft - Part#: 021-10626 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092	95	$263.58	$25,040.10

Subtotal	$25,040.10
Shipping	$0.00
Total	$25,040.10

Additional Comments

Service Level Agreements:

1. Quotes: Quote requests will be acknowledged within 4 business hours of each request. Under normal circumstances, quotes will be provided within 24-48 hours of the initial request. If quotes will take longer than this timeframe, status updates will be provided at reasonable intervals.

2. Orders: All valid orders will be processed within 24 hours.

3. Contract Documents: All submissions will be reviewed and responded to within 24 business hours. Actual processing time will vary based on quality and complexity of the submission.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

MobileWireless

7/9/2019

Prepared by: **Mobile Wireless LLC** – vendor 310498

Jeff Ammerman
City of Galveston
PO Box 779
Galveston, TX 77553
(409) 789-2307
j.ammerman@cityofgalveston.org

Re: NetMotion Mobility add 35 --- DIR-TSO-3810

Jeff,

Thank you for being a valued customer. Please find below the detailed quote requested from Mobile Wireless LLC. We certainly appreciate your business!

Item	**SKU**	**Qty**	**Retail**	**Price**	**Extended Price**
NetMotion Mobility additional device licenses Includes: *Policy Module *Network Access Control (NAC) *Analytics Module	11NMUPNA100	35	$240.00	$213.60	$7,476.00
NetMotion Mobility Maintenance: Premium – 7/9/2019 – 6/21/2020 Prorated to expire with existing maintenance renewal • 24x7 technical support • Major version upgrades • Tech notes and web-based support • Cumulative quantity discounts on additional device licenses • Patch and point releases at no additional charge • Guaranteed response times	11NMXP25	1	$1,981.00		$1,881.95
Total					**$9,357.95**

I will follow up with you to answer any questions. Until then, please do not hesitate to contact me. Thank you!

Best regards,

Alan McClintock
Mobile Wireless LLC
972-516-1365
Fax: 469-574-5000
alan@mobwireless.com

Fit Supply, LLC
1421 Avenue R
Grand Prairie, TX 75050
Fax: 866-441-3607

Date: July 30, 2019

Proposal # 116571

BILL TO:	**SHIP TO:**
Daniel Martinez P.O. Box 779 Galveston, TX 77553 823 Rosenberg Galveston, TX 77550 UNITED STATES	**Daniel Martinez** P.O. Box 779 Galveston, TX 77553 823 Rosenberg Galveston, TX 77550 UNITED STATES Phone: 7132594382 Email: dmargfd@gmail.com

Account Manager	Payments Terms	Customer PO #	Trade In	Req. Ship Date
Joe Eddy	Pre-Paid			07/30/2019

Qty	Item	Product Description	MSRP	Unit Price	Total
2	STF-9-3581-MUSAP0 	Star Trac S-TRc Treadmill - User-friendly console and keypad feature a large service scrolling message window, user-specific workout programs, a dedicatd heart rate display, Polar® telemetry and multiple cup and accessory holder - Soft Trac® triple cell cushioning system provides -Warranty: Non-Dues Paying: 3 Year Parts 3 Years Labor Dues Paying: 2 Years Parts and 1 year Labor	$ 7,385.00	$ 3,637.40	$ 7,274.80
1	REQ-ER 	Electrical Requirements - Treadmills: 110V treadmills require the use of a 100125vac, 5060Hz, 20amp dedicated circuit (2.5KW maximum). - The outlet should be a NEMA 5-20R. The hot, neutral, and ground must all be independently isolated (not looped or tied to other circuits). - Ellipticals and Bikes: 110V - Televisions attached: 110V Disclaimer: Customer is required to have electrical available at Fitness equipment products that require power. Customer will be required to pay additional installation charges for a Technician to make a additional trip to program/complete installation when power/electrical is not active and fully functional at time of equipment installation.	$ 0.00	$ 0.00	$ 0.00

I accept the terms and conditions of this quotation: Initial:______

Qty	Item	Product Description	MSRP	Unit Price	Total
1	SMR-9-5270-8G-LCD 	Stairmaster 8 Series Gauntlet W/LCD -Handrails and console designed for correct user posture and comfort -Warm bar for remote stop and contact heart rate -Step-Up Assist for easy mount or dismount -Optional Touch Screen console lets you climb 11 of the world's most reconginzable landmarks -Electronically controlled alternator, brake, and drive chain precisely control the stair speed, allowing a wide range of users to exercise smoothly within their comfort zones -Revolving staircase with eight steps, 8" (20cm) high, 9" (23cm) deep and 22" (56cm) wide -Warranty: Non-Dues Paying: 3 Year Parts 3 Years Labor Dues Paying: 2 Years Parts and 1 year Labor	$ 7,695.00	$ 4,820.40	$ 4,820.40
1	SMR-9-4690-BINTP0 	StairMaster HIIT Rower • User weight 500lbs as tested by CORE / 350lbs as tested per EN 20957-7 • Power two D cell batteries or an optional external power supply can be ordered • User Console StairMaster HIIT console • Drive Train Nickel plated steel chain • Construction Aluminum and Steel • Electrostatic Powder Coating for long lasting durability • Warranty: 10 year structural frame / 2 years parts / 1 year labor	$ 1,499.00	$ 1,124.50	$ 1,124.50
1	PCR-AMT-RM	Precor AMT - RM Remanufactured Unit	$ 3,149.00	$ 2,500.00	$ 2,500.00
1	SFW-MTX-CDFE3X360O3000PLD	Safeware Full Commercial Paying Dues Parts and Labor $2,000-$2,999.99 2 Year Extended, 5 Years Total Extended Warranty for the Remanufactured precor AMT	$ 292.00	$ 250.00	$ 250.00

I accept the terms and conditions of this quotation: Initial:______

Qty	Item	Product Description	MSRP	Unit Price	Total
5	C Turn-Key Installation 1-10	Business Turn Key Installation Includes professional installation, assembly, product testing and debris removal.	$ 365.00	$ 292.00	$ 1,460.00
15	Freight Options-Inbound Freight 	Inbound Freight From Vendor	$ 75.00	$ 75.00	$ 1,125.00

Subtotal:	**$ 18,554.70**
Tax:	**$ 0.00**
Total:	**$ 18,554.70**

I accept the terms and conditions of this quotation: Initial:______

Proposal # 116571

Terms & Conditions

AGREEMENT:
The executed or accepted product Proposal and these Terms and Conditions of Sale constitutes a Sales Agreement (hereinafter, "Agreement") between Fit Supply, LLC, a Texas limited liability company (hereinafter, "Fit Supply"), and Buyer, as set forth herein on the Agreement, for the purchase of the products and services listed hereinabove. Fit Supply's sales representatives do not have authority to change or modify the terms and conditions of this Agreement.

PURCHASE ORDER:
Buyer may provide Buyer's standard form of purchase order to place orders for products and services, but any terms and conditions on such standard form which are in addition to or inconsistent with the terms and conditions of this Agreement will be deemed stricken from such order. If Buyer provides its standard form of purchase order to place an order and prefers for any of its terms and conditions to be effective, Buyer shall deliver a written statement setting forth those terms and conditions that are different than those appearing herein prior to executing this Agreement for Fit Supply to consider. If Buyer executes this Agreement, Buyer agrees to all of Fit Supply's terms and conditions. All product or service orders shall be made or confirmed in writing and are subject to acceptance by Fit Supply. The Buyer shall be responsible for all costs and fees incurred by Fit Supply for refused shipments including freight and insurance costs. Orders cancelled after executing this Agreement will be subject to a cancellation fee of twenty-five percent (25%) of the total price listed on the proposal.

PRICES:
The prices provided herein to Buyer for all products and services shall be valid for thirty (30) days from the date listed on the proposal unless executed. Buyer shall be responsible for all sales, use, or other taxes, applicable to Buyer's purchase of products and/or services. Buyer shall pay such taxes when invoiced by Fit Supply or shall supply appropriate tax exemption or resale certificates. Buyer is also responsible for any domestic or foreign forwarding agent or brokerage fees, duties, or other fees and any export licenses which may be necessary to export the products. Fit Supply reserves the right to correct any clerical or mathematical errors at any time.

CUSTOM PRODUCT:
Fit Supply requires a non-refundable one-hundred percent (100%) down payment for all custom products. An executed Agreement containing custom products contractually obligates the Buyer to take delivery. Custom orders cannot be cancelled and may not be rescheduled without the prior approval of a corporate officer of Fit Supply, which may be withheld at the sole and absolute discretion of Fit Supply. All custom orders may have an upcharge to be determined by Fit Supply.

SHIPMENTS:
F.O.B. shipping point shall be Fit Supply's warehouse or the manufacturer's warehouse if shipped directly to the customer unless otherwise specified. Risk of loss with respect to Fit Supply products shall pass to Buyer at the time of delivery of the products to the carrier for shipment or upon pickup from Fit Supply's warehouse if Buyer arranges for pickup. The Buyer assumes all risk involved in the transportation and handling of the equipment or goods once it has left Fit Supply's or manufacturer's warehouse, including, but not limited to, damage during shipment. The Buyer is advised that inspection should be made of any equipment or goods before accepting delivery. Acceptance of delivery constitutes acceptance of goods and equipment. The Buyer must file its own claim for any type of damages directly with the carrier in the event of any loss or damage during transportation, and must make payment for any equipment or goods purchased from Fit Supply regardless of any dispute the Buyer may have with any carrier or agents. Fit Supply will attempt in good faith to ship on or before any scheduled shipment date. Buyer acknowledges that Fit Supply may, from time to time, be subject to manufacturer production or shipping delays as well as its own in house production or shipping delays. In such event, Buyer agrees that Fit Supply may, in its sole discretion, allocate distribution of Fit Supply's products among its customers, notwithstanding the effect such allocation may have on Buyer's outstanding orders, and Fit Supply will not be liable for any damages, however described or arising, for a good faith failure to fill any order or for delay in meeting a scheduled shipment date. Fit Supply may provide reasonable notice to Buyer regarding any material delay in shipment. Fit Supply may make partial shipments of Buyer's orders. Such partial shipments shall be separately invoiced and paid for when due, without regard to subsequent shipments. Delay in shipment or delivery of any particular installment shall not alone relieve Buyer of its obligation to accept subsequent installments. Fit Supply may provide reasonable notice to Buyer in the event of material delays in connection with partial shipment of any order. Fit Supply will use its best efforts to deliver as specified, but in no event will Fit Supply be liable for any damages, consequential or otherwise, arising from any failure of Fit Supply to meet any delivery date.

RETURNS:
Any Custom Products and/or Customer modified Standard Products ordered from Fit Supply cannot be cancelled or returned. Credit may be issued only on those items that are stock items of standard manufacture and in new, salable condition in the original packaging or in unused condition, when return is authorized in advance by Fit Supply. All returns shall be at the expense and risk of the Buyer and subject to a twenty-five (25%) restocking charge of the original purchase price.

WARRANTY:
BUYER AGREES THAT THE PRODUCTS OR GOODS BEING PURCHASED ARE "AS IS" UNLESS OTHERWISE STATED. ALL NEW EQUIPMENT PURCHASED FROM FIT SUPPLY WILL CARRY ITS OWN LIMITED WARRANTY FROM THE MANUFACTURER. FIT SUPPLY REMANUFACTURED USED PRODUCTS WILL HAVE A NINETY (90) DAY PARTS AND LABOR WARRANTY AND CLEANED AND SERVICED OR REFURBISHED USED PRODUCTS WILL HAVE A THIRTY (30) DAY PARTS AND LABOR WARRANTY. ANY SUCH WARRANTY MENTIONED HEREINABOVE SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES BY FIT SUPPLY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY FIT FOR A PARTICULAR PURPOSE OR WARRANTY OF MERCHANTABLITY. FIT SUPPLY SHALL HAVE NO LIABILITY UNDER THIS AGREEMENT FOR ANY DAMAGES SUFFERED BY BUYER OR ANY THIRD PARTY INCLUDING, BUT NOT LIMITED TO DAMAGES FOR PERSONAL INJURIES OR LOSS OF PROFITS, OR CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES EVEN IF FIT SUPPLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

INSTALLATION:
The Buyer may choose to contract with Fit Supply to install the purchased products. Installation will be done in a workmanlike manner. At the time the order is placed, the Buyer will provide Fit Supply with a specific installation date and a site survey. If Buyer does not have a specific installation date, Fit Supply will contact Buyer with an install date. Fit Supply will make reasonable commercial efforts to install the product on or before the installation date. Product held more than ten (10) days after the installation date at the Buyer's request will be subject to a storage fee. Product held more than thirty (30) days past the installation date at the Buyer's request will be subject to a ten percent (10%) restocking fee as well as a storage fee.
Fit Supply is not liable for any damage to existing driveways or other driving surfaces that may result from our delivery trucks, which can weigh up to 12,000 lbs. By executing this Agreement, you agree to notify FS prior to delivery if you are aware of conditions that are likely to result in damage to any driveway or other driving surfaces where our trucks must travel to deliver the equipment. You will be responsible for all damage done to any driveway or other driving surface. Delivery is available from the street at an additional cost.

PAYMENT:
Payment terms for installations are 50% down and 50% due upon delivery unless the terms state otherwise in the proposal. All shipped orders must be paid in full prior to shipping. Upon order acceptance, alternate payment terms may be established per Buyer 's request subject to Fit Supply's normal credit approval process. Fit Supply must receive the 50% down payment prior to any product being ordered and the final invoice must be paid prior to or on the date of shipment or installation. All invoices not paid when due shall bear interest at 1.5% per month or the highest rate allowed by law until paid in full. Fit Supply reserves the right to exercise any of its lawful remedies if Buyer does not make payment when due. Without limiting the provisions of the immediately preceding sentence, Buyer's failure to pay any invoice for the products and/or services when due shall entitle Fit Supply to delay shipment of orders placed by Buyer and, at Fit Supply's option, to cancel any pending orders placed by Buyer. Fit Supply shall have the right to offset and deduct from any amounts due Buyer on all sums owning from Buyer to Fit Supply, if applicable. To secure the payment and performance of all obligations due and owing from Buyer to Fit Supply hereunder, Buyer hereby grants Fit Supply a Uniform Commercial Code purchase money security interest in products purchased from Fit Supply hereunder and the proceeds therefrom. This Agreement constitutes a security agreement between Buyer, as debtor, and Fit Supply, as secured party, under the Uniform Commercial Code, and Fit Supply has the rights and remedies of a secured party hereunder. Buyer hereby appoints Fit Supply as its attorney in fact to execute such financing statements as may be required, from time to time, to perfect the security interest granted herein. Fit Supply may, upon default from Buyer, require Buyer to assemble the products and to make them legally available to Fit Supply for repossession, including reasonable access to the facilities of Buyer, and Fit Supply shall be entitled to all reasonable expenses of repossession, including reasonable attorney's fees incurred in connection therewith. There will be a $50.00 service charge for each returned check.

TERMINATION:
Buyer may not terminate this Agreement except by giving Fit Supply written notice prior to delivery. Upon termination, Buyer will be obligated to pay Fit Supply a cancellation fee of twenty-five percent (25%) of the value of the proposal.

USED EQUIPMENT CONDITIONS:
AS IS: No service or repairs will be done to the machine. No warranty is provided with "as is" products.

Cleaned and Serviced (Refurbished): Entails a process of returning a used product to a satisfactory working condition. The unit is cleaned and all moving/wear components are inspected and either lubricated, cleaned, calibrated, or replaced if not functional. We will not address any cosmetic issues on the product so your product may have cosmetic blemishes, signs of wear, scratches, discoloration, worn displays, etc. If you are looking to purchase a commercial machine that functions well but you are not concerned with the cosmetic appearance of the product, this is the condition for you. Products sold in this condition are eligible for a 30 day parts and labor warranty, which can be purchased separately.

Remanufactuered: Entails a process of returning a used product to a "like new" condition by painting the frame, replacing all wear components with new parts, and calibrating for optimum performance. The unit will perform and look "like new" and comes with a 90 day parts and labor warranty. If you are concerned with the cosmetic appearance of the product, then this is the condition you need to purchase. We also offer custom color options on all remanufactured products so please ask for more details.

ELCTRICAL REQUIREMENTS:
Treadmills: 110V treadmills require the use of a 100125vac, 5060Hz, 20amp dedicated circuit (2.5KW maximum). The outlet should be a NEMA 5-20R. The hot, neutral, and ground must all be independently isolated (not looped or tied to other circuits). Ellipticals and Bikes: 110V Televisions attached: 110V.

Customer has chosen to pickup the equipment listed herein from Fit Supply's warehouse. Customer understands that in doing so, the equipment will have NO WARRANTY and the customer is picking up the equipment at his/her own risk. Customer agrees that by signing this document that he/she has tested the equipment and it is in good working order. Customer agrees that Fit Supply will not be liable for the condition or the functionality of the equipment or for any injuries that may occur in transporting the equipment or from use of the equipment once it leaves the Fit Supply warehouse. Customer acknowledges that Fit Supply does offer a delivery service and will offer a warranty with such service, but Customer has declined such service.x______________________________

MISCELLANEOUS:
Force Majeure: Delivery dates as set forth in any sales order or any confirmation thereof shall be determined to be estimates only. Fit Supply shall not be liable for delays in performance of any of its obligations under this Agreement if such failure is caused by the occurrence of any contingency beyond its reasonable control, including, but not limited to, acts of God, strikes and other industrial disturbances, failure of raw material vendors, terrorism, failure of transport, accidents, wars, riots, insurrections, or orders of government agencies. Performance shall be resumed as soon as possible after cessation of such cause.
Waiver: No failure or delay on the part of either party in exercising any right or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or of any other right or remedy. No provision of this Agreement may be waived except in writing signed by the party granting such waiver.
Notice: Except as specified herein, all notices, communications and reports required or permitted pursuant to this Agreement shall be in writing, and the same shall be given and shall be deemed to have been delivered and received on the date served, if personally delivered, and three (3) days after mailing, if placed in the United States Mail, postage prepaid, certified mail addressed to the parties at the address set forth below or at such other addresses as may be specified hereafter in writing in accordance with this Section.
Severability: In the event that any one or more of the provisions or parts of any provision, contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any aspect by a court of competent jurisdiction, the same shall not invalidate or otherwise affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision, or part of any provision, had never been contained herein.
Applicable Law; Personal Jurisdiction; Venue: This Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by the laws of the State of Texas. All parties to this Agreement agree to submit to personal jurisdiction in the County of Tarrant, State of Texas, United States of America. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in the applicable Federal or state court in the County of Tarrant, State of Texas, United States of America.
Section Headings: The section headings contained herein are for convenience only and are not intended to affect the meaning or interpretation of this Agreement.
Bankruptcy: In the event of any voluntary proceedings in bankruptcy or insolvency by or against Buyer, or in the event of the appointment, with or without Buyer's consent, of an assignee for the benefit of creditors or a receiver, Fit Supply shall be entitled to cancel any unfilled part of Buyer 's purchase without any liability whatsoever.
Entire Agreement: The entire Agreement between the parties is set forth herein and supersedes all prior discussions and agreements between the parties relating to the subject matter hereof. There are no representations, warranties, covenants, agreements or collateral understandings, oral or otherwise, expressed or implied, affecting this Agreement which are not expressly set forth herein. This Agreement shall not be supplemented or modified by any course of dealing or trade usage.
Attorney' s Fees: If any party institutes any action or proceedings, the prevailing party shall be entitled, in addition to such other relief as may be granted, to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys' fees (including pre-judgment and post-judgment interest) and costs.

Buyer:

Signature	Date
Print Name	Print Title
Company Name	Company Address

Proposal # 116571

STRc Treadmill

Features

- Pre-wired for S Series PVS entertainment system
- User-friendly console and keypad feature a large scrolling message window, user-specific workout programs including a motivational track, a dedicated heart rate display, Polar® telemetry, and multiple cup and accessory holders
- Soft Trac® triple cell cushioning system provides maximum shock absorption
- 5 HP AC motor
- Centered dual-adjustable personal fans create a more rewarding workout
- 21.5″ (54.6 cm) wide belt
- 7″ (17.7 cm) step-up height
- Electrical requirements: 110V/20 Amp dedicated circuit with NEMA 5-20 outlet; or 220V/15 Amp dedicated circuit with NEMA 6-15 outlet
- Powder-coated Steel frame

Pre-wired for the S Series PVS entertainment system and powered by a 5-HP AC motor, the STRc treadmill features a user-friendly console and keypad with a large service scrolling message window, user-specific workout programs, a dedicated heart-rate display, Polar telemetry, and multiple cup and accessory holders. The Soft Trac triple-cell cushioning system provides maximum shock-absorption, and centered dual-adjustable personal fans enhance comfort.

Length: 81 in (206 cm)
Width: 32 in (81 cm)
Height: 58 in (147 cm)
User Weight Capacity: 500 lbs (227 kg)
Product Weight: 533 lbs (242 kg)

SKUs:
9-3581-MUSAP0
9-3582-MOCEP0

StairMaster®

HIIT ROWER™

COMPLETE YOUR CIRCUIT WITH THE NEW HIIT ROWER

The NEW StairMaster HIIT Rower by Core Health & Fitness is the newest member of the StairMaster HIIT family of products featuring the HIITMill X, HIITMill, HIIT Bike, HIIT UBE and BoxMaster. This family of HIIT products builds the foundation for HIIT training in any facility and is powered by the StairMaster HIIT Training Staff Certification which empowers your staff to deliver revenue generating, exciting high intensity interval training programs to your clients.

corehealthandfitness.com

FEATURES

ISOKINETIC FAN RESISTANCE OFFERS UNLIMITED WORKOUT OPTIONS, WHILE FAN DAMPENING SYSTEM ALLOWS FOR INCREASED OR DECREASED WORKLOADS AT A GIVEN STROKE RATE

ADJUSTABLE STAIRMASTER HIIT CONSOLE FEATURES TRADITIONAL ROWING METRICS AND QUICK SET PROGRAMMING FOR HIIT ROUTINES WHEN BUNDLED WITH OTHER STAIRMASTER HIIT PRODUCTS FEATURING THIS CONSOLE

WATER BOTTLE AND ACCESSORY HOLDER LOCATED UNDER FOOT PLATES FOR SAFE STORAGE

EASY STORAGE WHILE NOT IN USE WITH VERTICAL POSITION OR BY DISCONNECTING AT CENTER POINT

NEW FEATURE RICH HIIT CONSOLE

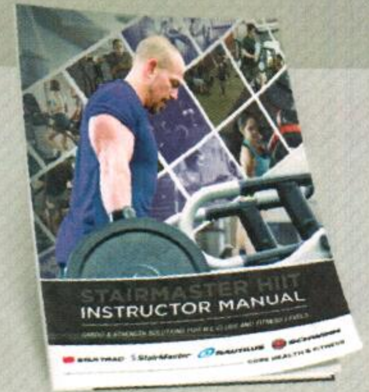
The new StairMaster® HIIT console makes great HIIT workouts even more effective. Track your workout with detailed metrics, follow one of the built in workout programs, and connect you phone via Bluetooth to save and share your workout. The console also comes equipped with ANT+ giving you the ability to pair with heart rate trackers and connect to group displays. The HIIT Console now comes standard on StairMaster HIIT products.

SPECS

HIIT Rower	Weight	Width	Length	Height
Boxed	89.1 lbs (40.4 kg)	21.9" (55.5 cm)	56.7" (144 cm)	8.7" (22 cm)
Assembled	66 lbs (29.9 kg)	14" (36 cm)	96" (244 cm)	43" (109 cm)

- User weight 500lbs as tested by CORE / 350lbs as tested per EN 20957-7
- Power two D cell batteries or an optional external power supply can be ordered
- User Console StairMaster HIIT console
- Drive Train Nickel plated steel chain
- Construction Aluminum and Steel
- Electrostatic Powder Coating for long lasting durability
- Warranty: 10 year structural frame / 2 years parts / 1 year labor

STAIRMASTER HIIT PROGRAMMING



From the makers of the toughest workouts in the gym, comes a fierce High Intensity Interval Training program that will leave your members hurting for more. HIIT has seen a massive growth in popularity and many fitness experts believe it is here to stay, due largely in part to its numerous scientifically-backed health benefits, shorter time investment, ability to motivate participants through an engaging group environment and option to incorporate group competition. Have your trainers and coaches HIIT certified by our Master Trainers, leverage our unique HIIT products to attract members and learn to market your own exciting HIIT program to create a new source of revenue for your facility.

BUILD ON GREATNESS

At **Core Health & Fitness** we aim to provide our partners a foundation backed by the strongest brands in the industry. Four iconic brands that pioneered entire categories, and whose machines are still the ones **members ask for by name**. Today, we're committed building on that legacy by providing the best products and programs in every category – and that's greatness you can feel good about building on.

STAR TRAC · StairMaster® · NAUTILUS · SCHWINN

CORE HEALTH & FITNESS

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Marathon Fitness

Fitness Center Specialists

www.MarathonFitness.com
P.O. Box 17705
Sugar Land, TX 77496
Tel:(800) 391-9496 Fax:(888) 240-9360

Sales Proposal

Date	Page
Jul 17, 2019	Page 1 of 1
Proposal Number	
QT0019875	

Printed On 7/19/2019
At 9:30:44AM

Bill To:

City of Galveston Fire Department
823 26th Street
Galveston, TX 77550

Ship To:

City of Galveston Fire Department
823 26th Street
Galveston, TX 77550

Salesperson	Proposal Valid Until	Terms
	9/15/2019	50% Down / 50% Before Delivery

Qty.	Item Number	Description	Unit Retail	Sales Price	Extended Price
1	AMT 835-S	Precor 835 AMT- Adaptive Motion Trainer with Open Stride - P30 Console (Tungsten Shroud/Silver Frame)	$ 9,295.00	$ 6,506.50	$ 6,506.50
1	AR-3GL	Xebex Fitness Rower 3.0	$ 1,195.00	$ 1,015.75	$ 1,015.75
2	TRM 631-S	Precor TRM 631 Treadmill - 120v - P30 Console (Tungsten Shroud/Silver Frame)	$ 5,495.00	$ 3,846.50	$ 7,693.00
1	9-5270-8G-LCD	StairMaster 8 Series Gauntlet w/LCD Screen, 120V	$ 7,695.00	$ 5,386.50	$ 5,386.50
1	FREIGHT	Freight	$ 920.00	$ 920.00	$ 920.00
1	EQUIP INSTALL	Equipment Installation	$ 478.25	$ 478.25	$ 478.25
	BUY BOARD	BUY BOARD INFORMATIONVendor: Team Marathon Fitness, Address: PO Box 17705, Sugar Land, TX 77496Phone: (281) 565-2307, Contact: Paul Croegaert, Email: paul@marathonfitness.comFederal ID: 68-05446644, Contract: Athletic, PE & Gym.Supplies H.D. Exercise Eq. & Accessories #583-19, Effective Date: 4/1/2019			

Subtotal	**$ 22,000.00**
Sales Tax 0.00%	**$ 0.00**
Total	**$ 22,000.00**

I accept the terms and conditions of this proposal. Prices are valid for 30 days. Equipment remains the property of Marathon Fitness until paid in full.

Mastercard, American Express, or VISA are accepted and subject to a 3% convenience fee.

Signature: ______________________________ PO# ________________

Printed Name: __________________________ Title: __________________

DELIVERY INSTRUCTIONS:

Must arrive by ___/___/_______ Loading Dock: Yes ____ No ____

Elevator: Yes ____ No ____

PRECOR AUTHORIZED DEALER

Galveston Fire Department

MEMORANDUM

To: Dan Buckley, Deputy City Manager
From: Fire Chief Mike Wisko
Date: 07-31-19
Re: New Station Gym Equipment & Installation

I. BACKGROUND

The Galveston Fire Department currently operates Fire Administration, Fire Prevention and Fire Station #1 from the City Hall Annex building located at 2517 Ball.

II. CURRENT SITUATION

A new Fire Station #1 is under construction at 823 26th street. This facility is slated for completion in mid-May 2019. All GFD operations currently at 2517 Ball will re-locate to the new facility. Within this station there is a specifically designed exercise room for Cardio equipment.

III. PROPOSAL

Working with Purchasing to identify the City's Gym Equipment supplier, I learned there is not one. We use Buy Board approved Companies. Based on this, we obtained two separate Buy Board approved company proposals. Fit Supply bid a price of $18,554.70. Marathon Fitness bid a price of $22,000.00. We propose purchasing the cardio equipment from Fit Supply at a total cost of $18,554.70. This equipment would be purchased from Fit Supply through their Buy Board Contract 583-19.

IV. IMPACT

Within the FD Budget, a Line item for Special Funds exists. The funding stream is #1816-221441-564117-422000. The total Cost for this purchase and installation will be $18,554.70 using funds from this account.

V. ALTERNATIVES

A) Purchase the equipment from Marathon Fitness for $22,000.00 or
B) Move the existing gym to the new station. All of this equipment was acquired from other areas of the City or purchased more than ten years ago.

VI. RECOMMENDATION

Accept the proposal as described and approve the purchase.

Approved / Disapproved

____
Dan Buckley, Deputy City Manager

July 17, 2019

To: Honorable Mayor and Members of City Council
Brian Maxwell, City Manager

From: Gladys Lopez, Clerk of Municipal Court

Re: Discuss a proposal to allow for an Amnesty Program for the City of Galveston Municipal Court which would implement an incentive-based initiative 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. An action item will be brought forth for City Council at its regular meeting of August 22, 2019.

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

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).

E. Parking citations are classified as civil in nature pursuant to state law. Accordingly, warrants cannot be issued for these outstanding cases.

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 amount plus court costs in full.

A. Amnesty Program Details

1. An action item will be brought forth for City Council at its regular meeting of Thursday, August 22, 2019.

2. 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.

3. 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).

4. The Failure to Appear or 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.

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. Both print ads and 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 – 30 days to 60 days
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 plus court costs in full.

V. Fiscal Impact Report

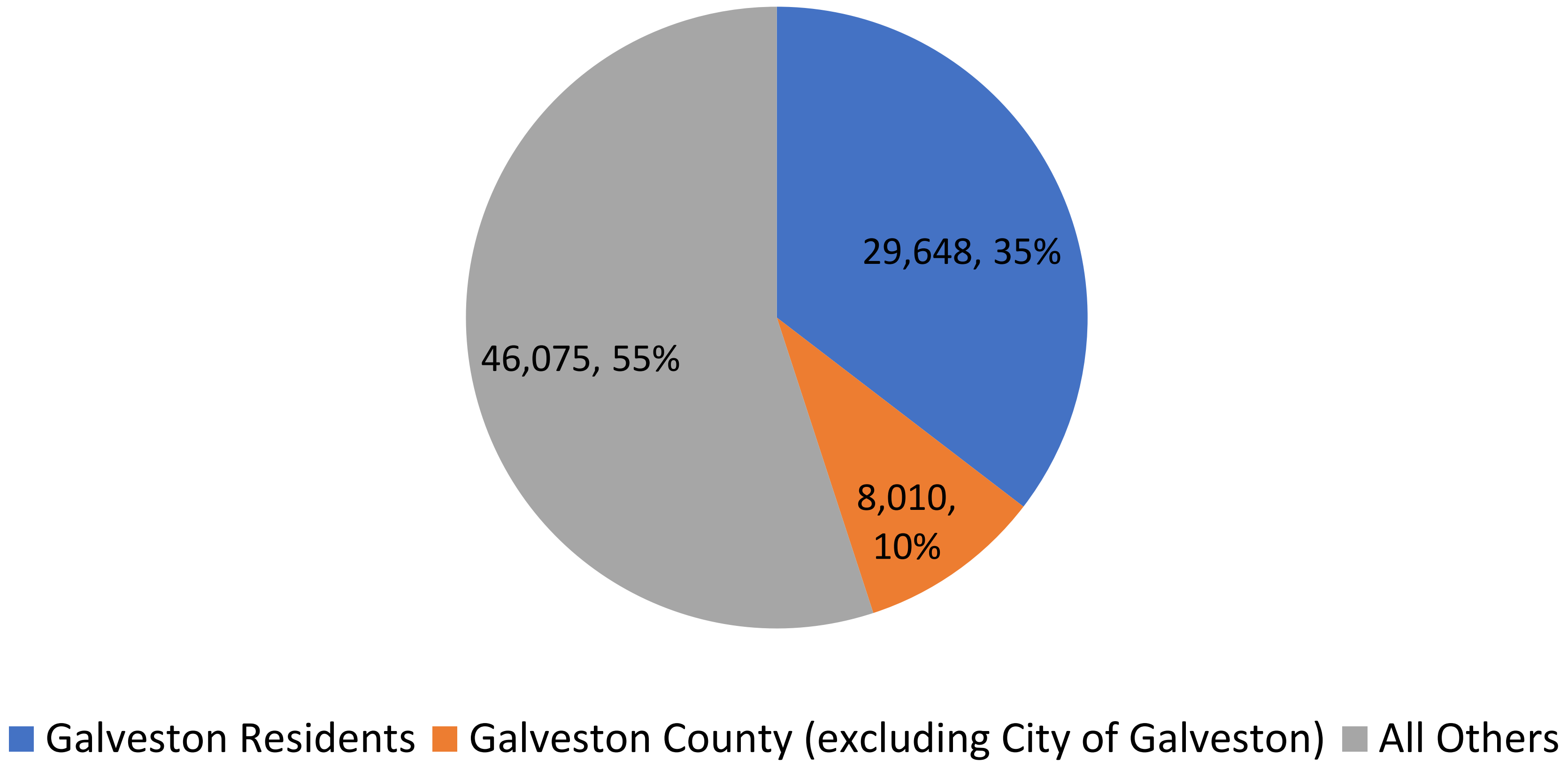
Requested by:	Gladys Lopez Clerk of Municipal Court
Funding Source:	N/A
Cost:	N/A

Municipal Court

Outstanding Warrants
and
Warrant Collections

Class C Warrants

There are currently 83,733 outstanding warrants; 65% of these are attributed to violators residing outside of the City of Galveston.



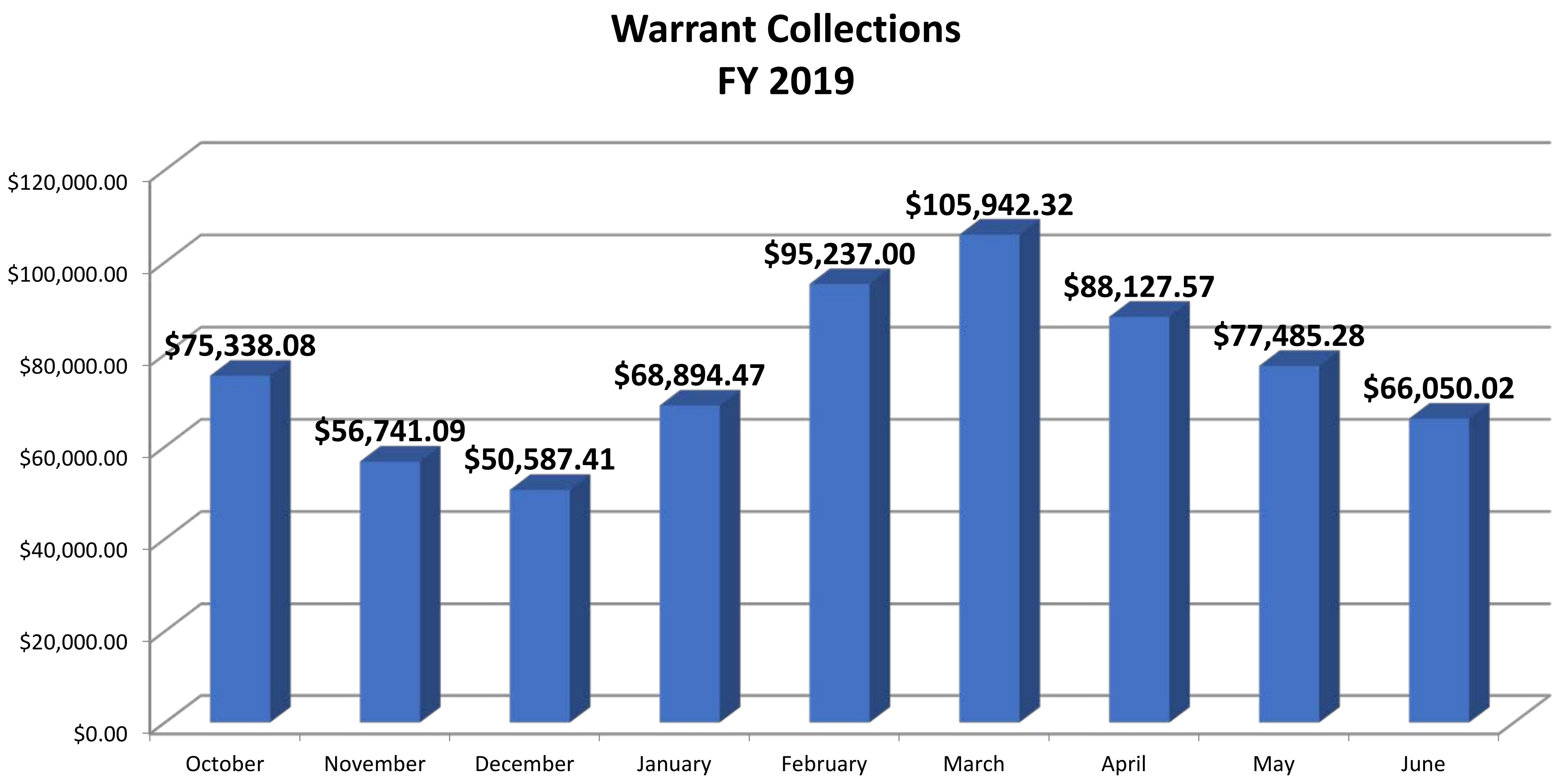
Collection Efforts

Currently, the Municipal Court utilizes the following programs in an effort to collect its unresolved warrants:

- *Annual statewide warrant roundups*
- *Texas Department of Public Safety's Failure to Appear Program (OmniBase Services)*
- *Collection services with the law firm of Linebarger Goggan Blair & Sampson, LLP*
- *Postcards are mailed to defendant when a warrant is issued*
- *Payment plans are offered at the window for outstanding warrants on unadjudicated cases; those cases for which a defendant has not yet entered a plea*
- *Walk-in dockets are available every Monday morning for any defendant with outstanding warrants to appear without fear of being arrested to speak with the Judge or Prosecutor*

YTD Collections

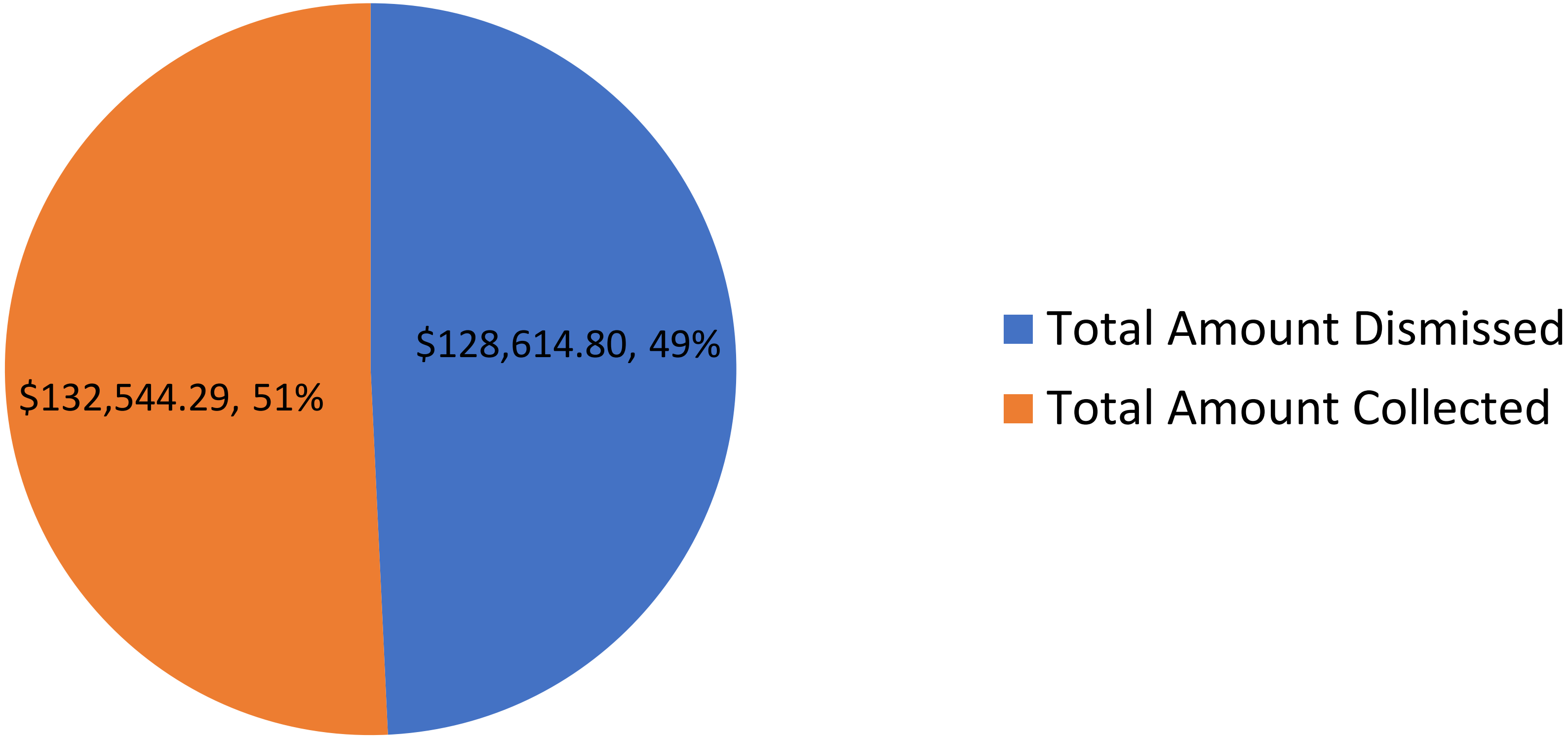
Total $684,403.24



Amnesty Program Results

August 3, 2015 – October 2, 2015

778 warrants disposed



INTERLOCAL AGREEMENT BETWEEN THE CITY OF GALVESTON AND THE PARK BOARD OF TRUSTEES OF THE CITY OF GALVESTON CONCERNING THE MANAGEMENT OF CITY PARKS, PAID PARKING, COLLECTION OF HOTEL OCCUPANCY TAX (HOT), AND MANAGEMENT OF SHORT- TERM RENTAL REGISTRY AND PROVISION OF COASTAL MANAGEMENT AND PUBLIC SPACE MAINTENANCE SERVICES

This Agreement is entered into by the City of Galveston (City) acting by and through its City Council and the Park Board of Trustees of the City of Galveston (Park Board) acting by and through its Board of Trustees.

WHEREAS, the City and Park Board are political subdivisions of the State of Texas and are authorized to enter into an agreement with each other relative to governmental functions and services by the Interlocal Cooperating Act, Texas Government Code, Chapter 791; and

WHEREAS, the Park Board manages and operates certain City owned parks and public beaches as described in City of Galveston Code of Ordinances, Sec. 26.54 and as set out in Exhibit A; and

WHEREAS, the Park Board receives Hotel Occupancy Tax (HOT) Funds dedicated to promote tourism, provide lifeguarding services and to clean and maintain public beaches as described in Texas Tax Code Chapter 351, Texas Tax Code Chapter 156 and Texas Natural Resource Code Chapter 61; and

WHEREAS, the City requires records and information to exercise its due diligence concerning City assets; and

WHEREAS, the Park Board desires to provide records and information to the City in support of its due diligence efforts and public transparency in the management of public assets and funds; and

WHEREAS, there is a benefit, including possible efficiencies, cost savings and revenue opportunities, to both the City and the Park Board, if dialogue, discussion and the exchange of documents occur between the City and Park Board; and

WHEREAS, there are three prior agreements between the City and Park Board, (1) July 14, 2009 Agreement related to Post Disaster Debris Removal; (2) November 17, 2014 Agreement for Matters Relating to the Seawall Paid Parking Program, the East End Lagoon, West Beach Maintenance, Seawall Littler Cleanup and Local HOT collection; and (3) May 3, 2016 Agreement for Seawall Boulevard Corridor Improvements. These prior agreements are terminated, and the relevant terms are incorporated and included into this Agreement.

THEREFORE, for the mutual premises contained herein, the City and Park Board do agree as follows:

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1. Effective Date

This Agreement becomes effective upon signing by all parties and continues for two years. Thereafter, it shall continue on a year-to-year basis. Either party may terminate this Agreement by providing ninety (90) days written notice to the other party, provided that the termination notice does not occur before July 1 of each year. This allows the summer season to not be affected by a termination.

2. Laws and Restrictions

The City and Park Board comply with all applicable laws, statutes and City ordinances. Some but not all of these laws, statutes and City ordinances are stated in Exhibit B.

3. Budgets and Reports

Each year the Park Board provides draft budgets and reports for City owned assets which are presented to the Park Board's committees for review and analysis before being provided to the Park Board Trustees for final approval. These draft park budgets and reports include 1) Detailed Annual Budgets, 2) Business Plans, 3) Special Projects and 4) Five Year Capital Plans. The Park Board and City believe that interaction and discussion concerning these draft park budgets and reports will be productive and beneficial. When the Park Board presents its draft park budgets and reports to its committees, it will also provide copies to the City Manager or designee. If the City has recommended changes or comments, it will present them to the Park Board, in writing, no later than forty-five (45) days after they have received the draft budgets and reports. If there are no comments or suggestions after forty-five (45) days, the Park Board will assume that the City has neither changes nor comments.

4. Five Year Capital Plans

Annually the Park Board will present to Council its five-year capital improvement plan for City owned/managed assets. Approval of the capital improvement plan for City owned/managed assets does not exempt the Park Board from requirements set out in Ordinance Section 26-54 for repairs and capital investments over $125,000.

5. Maximus Reports

The Park Board will provide copies of the current Maximus studies along with any updates to the City as they are produced.

6. Audit and Records

The Park Board has a financial audit prepared by an independent auditing firm each year and this audit is filed with the City. In addition, the City may request inspection and/or copies of any Park Board records and documents upon reasonable notice.

7. Hotel Occupancy Tax (HOT) and Beach User Fees (BUF)

The use of HOT and BUF are regulated by state statutes. The use of HOT and BUF are included each year in the Park Board's budgets and regular quarterly reports required by the Texas General Land Office (GLO). These reports will be provided to the City Manager or designee when they are either 1) provided to the Park Board Committees or 2) provided to the GLO as required by law. The HOT collections are reported monthly to the City and the BUF collections are reported quarterly to the GLO and the City.

8. Disaster Recovery, FEMA and Property Insurance

The Park Board will be responsible for the emergency preparedness plans, protective and safety measures for people and property, securing all properties and facilities. The Park Board will maintain property and casualty insurance (hazard, windstorm, flood) for all city facilities and structures in an amount sufficient for replacement, inclusive of increased cost of compliance (if available). The City of Galveston will be listed as the owner of all City property under management of the Park Board for insurance and FEMA coverage/applications. All insurance policies will reflect the City as the property owner and as additionally insured. A current copy of the certificate of insurance for the properties will be provided to the City. The Park Board is responsible for the payment of the insurance premiums.

If any individual claim amount is greater than 51% of the insured value the City Council will make the determination with regard to the use of insurance or FEMA proceeds. The Park Board will make recommendations concerning the FEMA proceeds, but the Council will have final approval.

The Park Board Executive Director will be the applicant and will sign as the representative for FEMA Public Assistance Program requests and insurance claims for property damage. The Park Board will prepare and submit preliminary damage assessments for the City Manager or designee to review no later than 20 days following a declared disaster. When the project worksheets (PW) have been obligated, the Park Board will provide a finalized inventory of projects, values and scope of work to the City. Recommended changes for any alternate or improved Project will require City Council approval before submission to FEMA. The Park Board will ensure all claims are submitted timely and that proceeds are segregated from use for any other purpose. Copies of quarterly reports to FEMA will be also provided to the City Manager or designee.

The Park Board is responsible for all FEMA cost share or insurance deductibles. Disaster preparedness, recovery projects and local match for grants will be funded with parks and programs revenues, available fund balances, insurance proceeds, grants and donations received for the properties and facilities receiving the work. All proceeds will remain with the property that received the damage. The Park Board may request assistance from the City to fund emergency preparedness and disaster recovery projects. Disaster loans secured by City assets or cash flow from City assets must be approved by the City Council.

9. Liability Insurance

The Park Board will be responsible for providing liability insurance in an amount no less than $1,000,000/$3,000,000 on its activities that could affect City owned assets. The City will be named as an additional insured on the liability policies and provided a certificate of insurance. The City and Park Board agree that the actions of one entity does not constitute

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actions by the other entity. The City is not responsible for the actions of the Park Board and the Park Board is not responsible for the actions of the City. Each entity can sue and be sued in their sole capacity.

10. Concession Agreements and Lease Agreements

The Park Board manages the surface leases with the GLO for public beaches. The Park Board will provide a copy of the surface lease to the City of Galveston. The Park Board manages concession agreements on the public beaches and in City owned parks. The City manages concession agreements in City owned parks and County beach parks. The City does not require or request approval of those concession agreements and has no restriction on their terms. Examples of concessions are vendors in mobile carts or trailers selling food, beverages or novelties, or renting umbrellas, chairs, jet skis and watercraft. Any lease of City parks managed by the Park Board, or lease of permanent structures or lease of personal or real property inside of City owned parks, cannot exceed three years without the prior approval of City Council.

Increases in available beach along Seawall Boulevard continue to add new concession areas. As these areas become available, the City will extend concession authority to the Park Board for the public beaches.

11. Permits

The City and Park Board desire to coordinate and provide operational cost savings for activities undertaken on the City's behalf. In that regard, if there is work performed by the Park Board on City owned assets, the City will waive City required permit fees and City required dumpster fees. If the Park Board is contracting with third party vendors to perform the work, all permit fees and dumpster fees are required to be paid to the City and are not waived.

12. Maintenance and Repairs

The revenues from each park managed by the Park Board will remain with the park that produced the revenue. All budgeted capital expenses and maintenance expenses for the parks will be reflected in each parks budget. As set out in Ordinance Section 26-54 any repairs or capital investments over $125,000 will be submitted to City Council for their approval prior to being implemented. The Park Board will provide copies of the annual maintenance and repair programs as finalized in annual workplans and as scheduled in "Facility Dude" maintenance programming software. The annual maintenance and repair programs will be presented to the City Manager or designee. If after 45 days from receipt, if there are no recommended changes or suggestions, the Park Board will assume ~~there~~ the City has no recommended changes or suggestions to the maintenance and repair programs.

13. Procurement and Purchasing

The City and Park Board agree they may take part in joint purchases for goods, materials, equipment, supplies and services they may need to carry out their governmental functions, and that all parties will make reasonable efforts to allow the others to make purchases under its agreements. The City and Park Board agree to share the cost of the respective joint solicitations in a fair and equitable manner, to be agreed upon in connection with each such solicitation. An Interlocal Agreement for Purchasing was executed by the City and Park Board memorializing this agreement on April 2, 2019.

14. Marine Debris Removal

The removal of marine debris on public beaches during a declared state of disaster is the duty of the General Land Office as stipulated in Chapter 61 of the Natural Resource Code. Reimbursement of costs incurred in coastal cleanup after a disaster requires coordination and approval of the GLO. The Park Board will continue to work with the GLO concerning this issue.

15. Seawall Boulevard Corridor Improvements and Paid Parking on the Seawall

Incorporated into this Agreement are relevant terms from the May 3, 2016 Interlocal Contract Three Party Agreement for Seawall Boulevard Corridor Improvements, which is terminated.

The capital repair and replacement projects for the Seawall Corridor enhancements are funded from the Paid Parking Program revenues and implemented by the City. The use of the Seawall Parking revenues will be in compliance with GLO regulations governing the use of beach user fees and the requirements of the voter's referendum as set out in the special election. The collecting and accounting for the Seawall Paid Parking Program revenues is as follows: 75% for Seawall Corridor Enhancements including, but not limited to, lighting, bathrooms, showers and litter control, which is funded through debt service or maintenance and operations; 15% to be held in reserve for the replacement of capital improvements and sent quarterly to the City. Administrative expenses charged to the Seawall Paid Parking Program shall not exceed 10% and will be based on actual documented costs. In addition, the 10% collected in 2018-2019 will establish the cap which will not be exceeded as the result of increased fees established by a vote of the citizens.

All net revenue remaining will be remitted to the City on a quarterly basis for Seawall Enhancements. Neither the City nor the Park Board have authority to issue free seawall parking permits.

The Park Board will submit the quarterly beach user fee reports as required by the GLO. The City will report to the Park Board its expenditures of beach user fees so they can be included in the fee reports submitted by the Park Board. The Park Board will submit a copy of the GLO beach user fee report to the City when it submits it to the GLO.

The City will review the GLO beach user reports and may ask for additional information from the Park Board concerning the deposits and expenditures of revenue from the Seawall Paid Parking Program.

The City and Park Board will submit BUF reports to the GLO. If the GLO denies a fee submitted by the City, it will be a cost to the City. If the GLO denies a fee submitted by the Park Board, it will be a cost to the Park Board.

The City shall retain all fines collected for failing to purchase parking in the designated spaces delineated in the Seawall Paid Parking Program.

Beach Parks managed by the City (Pocket Parks) and Park Board (Apffel Park, Stewart Beach, Dellanera) will participate in a beach park reciprocity program which allows annual passes sold at their corresponding parks to be honored at all beach park locations. Seawall Urban Park parking spaces are not included in the beach park reciprocity program. Neither the City nor the Park board have the authority to issues free annual passes.

Annual passes sold via the PayByPhone App exclusively for Seawall Beach parking spaces are not included in the beach park reciprocity program and will not be honored at the beach parks.

The PayByPhone contract or the equivalent or replacement will be held by the City. The City will coordinate with PayByPhone or its equivalent to ensure that the Park Board has the ability to directly communicate. The City and Park Board agree to coordinate with each other concerning future contracts concerning the PayByPhone system or other system that affects the collection of paid parking revenue.

The Park Board may be requested to maintain a Call Center for Pay-By-Phone users for the Seawall Parking Program. The costs of the Call Center will be borne exclusively by Seawall Paid Parking revenues. The Call Center will be available 7 days a week from 10am to 6pm.

The City will maintain an island wide contract with G-Techna or its equivalent for the paid parking software. The City will pay all costs for the annual software licensing of G-Techna or its equivalent. The Park Board will purchase and maintain the supplemental G-Techna permit function on behalf of the City which will allow the Park Board to track annual passes and the City to process its residential permits.

The Park Board will provide an annual assessment of the state of capital improvements on the Seawall, and the City may include the Park Board in discussions concerning such improvements on the Seawall.

Capital assets of the Seawall Paid Parking Program shall remain the property of the City. Capital assets acquired via Seawall Paid Parking and other outside funding sources shall be transferred in whole to the Seawall Paid Parking program upon a cash basis payment value of the asset.

The Park Board is not responsible for enforcing parking violations in the neighborhoods and all enforcement in the neighborhoods surrounding Seawall Boulevard remains the responsibility of the City.

The Park Board will be responsible for litter control, graffiti control and rodent control along the seawall as well as all maintenance and janitorial services including the removal of trash from all newly installed bus shelters and the five restrooms located at 61st, 53rd, 45th, 29th and 19th streets along Seawall Boulevard. The costs for services to Seawall Corridor enhancements will be an expense of the Seawall paid parking program. The cost of services for the remainder of the Seawall will be an expense of Park Board HOT funds dedicated to Seawall beach maintenance.

The Park Board will be responsible for all maintenance and upkeep of Seawall Corridor enhancements including landscaping for the installed planters located at 81st, 61st, 53rd and 33rd streets along Seawall Boulevard. Maintenance and upkeep is to include but not limited to general repairs, weeding, cigarette butt removal and cleaning. The City will be responsible for the costs of electricity for all lighting, cost for watering of any decorative vegetation and all capital costs for repairs or replacement of the lighted bollards, restrooms, bus shelters, and the structures at Fort Crockett Park. Restroom, landscaping, and the bus shelter servicing and cleaning costs will constitute part of the maintenance and upkeep costs and will be included in the annual budget submitted by the Park Board.

The Park Board will make recommendations to the City for needed capital replacements or major repair based on the previous year's servicing and other field observations. Major damage to Seawall Corridor enhancements will be reported to the City as soon as possible.

16. Park Closures

On or before March 1st the Park Board and City will share a list of potential park closure dates for traffic control, security or public safety purposes to be submitted to the GLO jointly for approval. The Park Board and City agree that if public safety is threatened, prior notice for closures may not be required. The Park Board will notify the City Manager or designee immediately upon the decision to close a recognized beach access point due to safety or health concerns. The City will notify the Park Board if the City elects to close recognized beach access points due to safety or health concerns.

17. Collection of Hotel Occupancy Taxes (HOT)

The collection of HOT is set out in the November 17, 2014 Interlocal Cooperation Agreement between the City and Park Board of Trustees for Matters Relating to the Seawall Paid Parking Program, the East End Lagoon, West Beach Maintenance, Seawall Litter Cleanup and Local Hotel Occupancy Tax Collections which is terminated, and all relevant terms are included in this Agreement. The Administrative Agreement which delineated responsibilities in the November 17, 2014 Interlocal Agreement are also terminated.

Reports concerning the HOT collections are provided to the City monthly. The Park Board shall maintain complete and accurate financial records for the collection of all HOT taxes and the Park Board will provide the City monthly reports of HOT collections that delineate HOT payments, interest and penalties collected. Final reports will be sent to the City's Finance Director monthly no later than the end of the following month of collections.

Monthly HOT reports will include a listing of all paid accounts. Accounts that are over 30 days delinquent will be issued a "payment past due and late fee" notification by the Park Board.

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Accounts that are 90 days delinquent shall be referred to the City Finance Director. All collected fines and penalties are paid to the City. All interest paid remains with the HOT account. The City is solely responsible for negotiating and/or resolving all disputed HOT issues. All expenses incurred with the collection and disbursement of HOT is a Park Board expense. Any costs associated with litigation or disputes over HOT is a City expense.

The Park Board will work collectively with the City Auditor on the development of an annual audit calendar. The Park Board will select and contract the independent auditor to conduct the annual audits.

The City Auditor will develop selection criteria to ensure a statistically accurate sample of HOT accounts is audited each fiscal year. Utilizing these criteria, the City Auditor will provide a list of accounts subject to the independent audit firm consistent with the approved audit calendar.

The City retains the right for the City Auditor to conduct a contemporaneous audit of HOT contributions from local properties. The Auditor will obtain City Council approval in advance of conducting this type of review.

As per City Ordinance, the Park Board will collect a $50 registration fee for each new short-term rental (STR). Any property not previously listed on the HOT rolls who wishes to enroll as a STR will be required to pay a onetime $50 fee. All generated registration fees will accrue at the Park Board. The Park Board distributes HOT as required by state statute, bond obligations and City directives.

18. Special Events, excluding Mardi Gras, on the Seawall

Special Events sometimes occur on the Seawall. When an Event promoter, other than for Mardi Gras, desires to have an event on the Seawall, they must pay a BUF if any paid parking spaces on the Seawall are unavailable to the public. The City of Galveston is responsible for the negotiation of all special event contracts which close city streets. The Park Board is responsible for the collection and reporting of BUF on the Seawall and if this situation occurs, accounting and reporting must be made to the GLO. When a contract is signed with a promoter, the Park Board will be provided a copy of applicable sections to facilitate and support its BUF reporting. Payments for the spaces will be invoiced by the Park Board based on copies of the contracts from the City and paid in the month that they are occupied by the promoter. Additionally, spaces accounted for in the Beach Access Plan that have been allocated for commercial use will be inventoried and invoiced annually. Copies of the invoice and payments will be submitted to the Park Board for inclusion in the quarterly BUF report.

19. Seaweed Removal from the Pocket Parks Beachfront

The Park Board will conduct seaweed relocation services as the Pocket Parks as scheduled at Dellanera Park. The cost of personnel and equipment for this seaweed relocation will be invoiced as set out in paragraph 21. The Park Board will not provide beach grooming, but relocation as required by law and in compliance with the Park Board's permit SWG-2014-00448.

The City will obtain all relevant GLO required permits for beach cleaning and provide a copy to the Park Board by March 1st of each year. If the City has not processed the appropriate permits, the Park Board will not be obligated to provide services.

20. Trash Pickup and Lifeguard Services on the Public Beaches

The Park Board receives HOT funds dedicated to clean, maintain and provide lifeguard services at public beaches as defined in Texas Natural Resource Code section 61.063. There is no requirement for lifeguard towers in the west end. The location of the lifeguard towers is at the discretion of the Park Board and Galveston Island Beach Patrol.

The City will advise its vendors at the pocket parks that trash cans maintained by the Park Board are for public use only and not for vendor business operation usage.

21. Funding for Services to Clean and Maintain Beach Access Points and the Seawall Beach

Clean and Maintain beaches as described in Natural Resource Code Sec. 61.063 means the collection and removal of litter and debris and the supervision and elimination of sanitary and safety conditions that would pose a threat to personal health or safety if not removed or otherwise corrected and includes the employment of lifeguards, beach patrols and litter patrols.

The Park Board receives HOT funds to promote tourism, provide lifeguarding services and to clean and maintain public beaches with the exception of Jamaica Beach and the Galveston Island State Park. The Park Board will maintain public beaches, select City of Galveston beach access points and the Seawall beaches free of litter and debris, provide solid waste removal, maintain vehicular access, maintain signage, inform the City of needed replacements and replace bollards and place temporary bathrooms at access points designated by the City. The Park Board will also maintain the Seawall earthen beach access ramps and indemnify, to the extent allowed by law, the City and County.

The Park Board will provide an itemized invoice to the City for services requested by the City that are outside of its areas of responsibility. These itemized invoices will reflect the Park Boards actual cost of the equipment usage using the most recently published FEMA Schedule of Equipment Rates and actual cost of the personnel. Invoices will be sent to the City Manager or designee.

The City agrees to pay the Park Board the itemized invoice amounts reflecting the direct costs associated with these services. The City may dispute any amount they disagree with by doing so within 20 business days of receiving the invoice. If no objection is made within 20 business days, the Park Board may assume there is no dispute and the City will pay the invoiced amount within 30 days.

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The Park Board may request the use of City equipment and City personnel to operate the equipment. If this occurs, the Park Board will pay the City the actual cost of the personnel and the equipment cost using the most recently published FEMA Schedule of Equipment. The City will invoice the Park Board for these services. The Park Board may dispute any amount they disagree with by doing so within 20 business days of receiving the invoice. If no objection is made within 20 business days, the City may assume there is no dispute and the Park Board will pay the invoiced amount within 30 days.

The City may request the use of Park Board equipment and Park Board personnel to operate the equipment. If this occurs, the City will pay the Park Board the actual cost of the personnel and equipment cost using the most recently published FEMA Schedule of Equipment. The Park Board will invoice the City for these services. The City may dispute any amount they disagree with by doing so within 20 business days of receiving the invoice. If no objection is made within 20 business days, the Park Board may assume there is no dispute and the City will pay the invoiced amount within 30 days.

The Park Board will identify and install signage on the access points and adjoining beachfront. The City will provide the signage at its cost. Any non-beachfront signage or bollards needed at the pocket parks or pocket park parking lots will be the responsibility of the City. The Park Board will install, maintain and repair all bollards on the beachfront and access points. The Park Board will not be responsible for repairs or capital improvements to the City or privately - owned beach walk over ramps.

22. <u>East End Lagoon Nature Park</u>

The City owns an area north of Apffel Park known as the East End Lagoon (EEL). By City Ordinance the City assigned management and control of the EEL to the Park Board. The Park Board maintains an advisory committee, which includes a representative from the City, to offer suggestions for the development of the EEL and seek funding to support future improvements.

The City will make its best efforts to locate a funding source for infrastructure improvements such as drainage management and make its best efforts to upgrade Boddeker Drive.

The City and Park Board have agreed on a five year development plan for East End Lagoon. The plan, while authorized, will require approval of all capital expenditures in excess of $125,000 as stipulated in Ordinance 26-54. The Park Board will actively seek grant ~~fund~~ funds for the proposed projects and request minimal financial support from the City of Galveston for the initial five years of the development plan.

23. <u>Transition Plan for Dellanera RV Park, Seawolf Park and Seawall Paid Parking</u>

The City and Park Board agree to develop a revised management plan for operations and maintenance of Seawolf and Dellanera Parks By no later than December 31, 2019 This plan must insure the City receives maximum revenue in support of its Parks operations and facilitate the change by no later than March 31, 2020.. This may include outsourcing the management of these parks via public offering, revisions to the existing management agreement with the Park Board or return of park management to the City The recommendation will incorporate a collective effort, yet remain the decision of the City.   The Park Board will not materially change or modify Park operations during this period.

24. Indemnification

THE CITY SHALL, TO THE EXTENT ALLOWED BY LAW, HOLD HARMLESS, INDEMNIFY AND DEFEND THE PARK BOARD, ITS OFFICERS, AGENTS AND EMPLOYEES FROM ANY LIABILITY, CAUSES OF ACTION, DAMAGES, JUDGMENTS, COSTS, CHARGES, EXPENSES AND ATTORNEYS' FEES ARISING FROM OR UNDER THE ACTIONS OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES.

THE PARK BOARD SHALL, TO THE EXTENT ALLOWED BY LAW, HOLD HARMLESS, INDEMNIFY AND DEFEND THE PARK BOARD, ITS OFFICERS, AGENTS AND EMPLOYEES FROM ANY LIABILITY, CAUSES OF ACTION, DAMAGES, JUDGMENTS, COSTS, CHARGES, EXPENSES AND ATTORNEY'S FEES ARISING FROM OR UNDER THE ACTIONS OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES

25. No Assignment

This Agreement shall not be assigned in whole or in part.

26. Notice

Any notice required to be given shall be deemed to have been given when sent by mail, hand delivery or email address to the City Manager or the Park Board Executive Director.

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This Agreement is effective upon the signing by all parties.

City of Galveston
Office of the City Manager
Brian Maxwell
832 Rosenberg
Galveston, Texas 77550
Phone: 409-763-6564
Fax: 409-762-8911

By:________________________

Date:_____________________

Park Board of Trustees
Executive Director
Kelly de Schaun
601 23rd Street
Galveston, Texas 77550
Phone: 409-797-5000

By:______________________

Date:___________________

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~~EXHIBIT A~~

~~Properties Managed by the Park Board as described more fully in Ordinance, Chapter 26-54~~

1. ~~Stewart Beach~~
2. ~~Beaches Adjacent to Galveston County Beach Pocket Parks~~
3. ~~Pelican Island Park~~
4. ~~R.A.Apffel Park~~
5. ~~All property comprising 64.5 acres, more or less described in Deed to City of Galveston from the United States of America, dated April 15, 1976~~
6. ~~The area commonly known as East End Lagoon~~
7. ~~All that property commonly referred to as the former Coast Guard LORAN station~~
8. ~~West End Park~~
9. ~~Reclaimed submerged lands, 10th Street to 61st Street~~
10. ~~All the beachfront property west of 61st Street to 69th Street~~
11. ~~The parcel of land legally described as a 2.76-acre tract of part of Block 66, part of Block 65, part of 6th Street, part of Avenue L and part of 7th Street~~

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~~12. Access points listed as Public Beaches~~

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EXHIBIT B

1. Texas Local Government Code Section 306.011 et seq.
2. Texas Local Government Code, Chapter 102 (Municipal Budget)
3. Texas Local Government Code, Chapter 252 (Municipal Authority to Purchase and Contract)
4. Texas General Land Office (GLO) Beach User Fee requirements (BUF)
5. Local Hotel Occupancy Tax (HOT) rules including a limitation of actual administrative costs not to exceed 10%
6. City of Galveston Codes of Ordinances Section 26-52 (Records)
7. City of Galveston Codes of Ordinances Section 26-54 (Areas Under the Control of the Park Board)
8. Texas Tax Code Section 156.2511 (HOT for beaches)
9. Texas Natural Resource Code Sec. 61.063 (Clean and Maintain Beaches)
10. Texas Tax Code Chapter 351 (Collection and Distribution of Local HOT)
11. City Ordinance 15-002 (operation of short-term rentals)
12. May 14, 2011 Special Election for the authorization to charge a fee for parking on the Seawall
13. List of City of Galveston Beach Access points maintained by the Park Board

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Exhibit A

Sec. 26-54. - Areas under control of board.

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTIONCOMPARE VERSIONS

(a)

The following property owned, leased, or otherwise under the care, control and custody of the city are hereby placed under the management and control of the board created in this article:

(1)

Stewart Beach. A recreational and amusement park known and designated as "Stewart Beach", located in the city on East Beach and, bounded on the north by the county Seawall right-of-way, on the south by the line of ordinary high tide of the Gulf of Mexico, on the east by the eastern boundary of the Michael Menard Grant and an extension thereof southerly into the waters of the Gulf of Mexico, and on the west by the fence on the eastern boundary of the children's playground established by Galveston County on Block No. 66 (being that property conveyed to the City of Galveston by the Galveston City Company by general warranty deed dated July 31, 1940).

(2)

Beaches adjacent to Galveston County Beach Pocket Parks. The following property adjacent to the properties commonly known as county beach pocket parks (being the county beach pocket parks placed under the management of the park board by separate agreement between the county commissioners and park board):

a.

Beachfront property between the westernmost boundary of Dellanara Park and the easternmost boundary of Galveston County Pocket Park Number One;

b.

Beachfront property not to exceed five hundred (500) feet east and west of Galveston County Beach Park Two; and,

c.

Beachfront property not to exceed five hundred (500) feet east and west of Galveston County Pocket Park Three.

d.

All beachfront property located directly in front of residential subdivisions within these boundaries shall be excluded from the park board's management and control.

(3)

Reserved.

(4)

Pelican Island Park. Beginning at Point "3" (also known as Point "H") on Pelican Island Harbor Line as approved by J.M. Wainwright, Assistant Secretary of War, under date of September 24, 1921; thence along and with said harbor line on a bearing of S17°35′38″W a distance of 2200 feet; thence N61°00′W a distance of 800 feet; thence N17°35′38″E a distance of 285.00 feet; thence N72°24′22″W a distance of 346.00 feet; thence N14°58′09″E a distance of 610.00 feet; thence S72°24′22″E a distance of 374.00 feet; thence N17°35′38″E a distance of 1305.64 feet; thence S61°00′E a distance of 800 feet to the point of beginning and containing 44.642 acres, more or less.

(5)
R.A. Apffel Park. The following property known as R.A. Apffel Park:

a.
All of that property, comprising 390.629 acres, more or less, more particularly described in Deed to City of Galveston from the United States of America, dates April 9, 1975, recorded in the Deed Records of Galveston County in Book 2567 at page 606 et seq.

b.
All of that property, comprising 64.5 acres, more or less, described in Deed to City of Galveston from the United States of America, dated April 15, 1976, recorded in the Deed Records of Galveston County, Texas, in Book 2687 at page 11 et seq.

c.
Reserved.

d.
The area commonly known as the East End Lagoon;

e.
All of that property, commonly referred to as the former Coast Guard LORAN station, and consisting of roughly two hundred forty and seventy-five hundredths (240.75) acres, including perpetual easements, described in the quitclaim deed dated July 22, 2005 from the United States of America to the city on file with the county clerk of the County of Galveston and identified as instrument GAC 2005056034.

(6)
West End Park. All of that property, comprising 16.29 acres, more or less, described in that certain deed dated April 5, 1978, from Charter Land and Housing Corporation to the City of Galveston, recorded in Book 2965, page 476, of the Deed Records of Galveston County, Texas, and the right-of-way of 7-Mile Road lying south of FM 3005, same being situated between, adjacent to and contiguous with Blocks 421 and 422 in Section 1, T&L Survey.

(7)
Reserved.

(8)
Reclaimed submerged lands, 10th Street to 61st Street. All of those submerged lands that are reclaimed by the Beach Renourishment Project during fiscal 1994-95 between 10th Street and 61st Street.

(9)
61st Street to 69th Street. All of the beachfront property west of 61st Street to 69th Street. Such property shall remain public beach.

(10)
The parcel of land legally described as "a 2.76 acre tract out of part of Block 66, part of Block 65, part of 6 th Street, part of Avenue L and part of 7 th street in the City and County of Galveston, Texas".

(b)
The city council expressly reserves the right and authority to hereafter place other beach parks and facilities of said city under the management and control of board.

(c)
For purposes of this section, the term management and control shall not be construed to:

(1)
Authorize the park board of trustees to enter into leases with third parties exceeding a period of three (3) years. Any lease for a period in excess of three (3) years including options to renew shall be submitted to city council for approval.

(2)
Authorize the park board of trustees to make any new capital improvements on the property placed under their management and control without the prior approval of council; or

(3)
Authorize the park board of trustees to undertake any maintenance or repair of existing structures if the cost of such maintenance or repair exceeds one hundred twenty-five thousand dollars ($125,000.00) without the prior approval of council.

(Code 1960, §§ 15-22, 15-23; Ord. No. 78-32, § 1, 4-13-78; Ord. No. 85-40, § 1, 6-13-85; Ord. No. 86-44, § 1, 9-11-86; Ord. No. 89-6, § 3, 1-12-89; Ord. No. 90-31, § 2, 5-3-90; Ord. No. 93-54, § 2, 5-28-93; Ord. No. 93-100, § 2, 10-14-93; Ord. No. 93-114, § 2, 12-9-93; Ord. No. 94-63, § 2, 10-13-94; Ord. No. 94-74, § 2, 11-17-94; Ord. No. 98-4, § 2, 1-28-98; Ord. No. 04-080, § 2, 8-26-04; Ord. No. 05-088, § 2, 12-22-05; Ord. No. 16-041, § 2, 5-26-16 ; Ord. No. 17-005, § 3, 1-26-17 ; Ord. No. 17-018, § 2, 2-23-17 ; Ord. No. 17-052, § 3, 8-10-17)

Editor's note— Ord. No. 04-080, § 2, adopted August 26, 2004, enacted provisions intended for use as subsection (a)(5). Inasmuch as there are already provisions so designated, and at the discretion of the editor, said provisions have been redesignated as subsection (a)(10).

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City of Galveston & Park Board Interlocal
Listing of Material Changes

Length of Agreement:

- 2-year agreement with an annual renewal thereafter

Incorporation of Prior Agreements:

- Incorporates the following agreements
  - o July 14, 2009 Agreement for Post Disaster Debris Removal
  - o November 17, 2014 Agreement for Seawall Paid Parking Program, East End Lagoon, West Beach Maintenance, Seawall Littler Cleanup and Local HOT Collection
  - o May 3, 2016 Agreement for Seawall Boulevard Corridor Improvements

Budgets and Reports:

- When the Park Board presents its draft park budgets and reports to its committees, it will also provide copies to the City Manager or designee for review and comment
- Reports include but are not limited to
  - o Draft Budgets, Business Plans Five Year Capital Plans
  - o Hotel Occupancy Tax and Beach User Fees
  - o Special Projects

Disaster Recovery, FEMA and Property Insurance

- The City of Galveston will be listed as the owner of all City property under management of the Park Board for insurance and FEMA coverage/applications
- Proceeds from insurance and or FEMA claims will be restricted and can only be used for replacement and repairs of the insured property
- The Park Board will make recommendations concerning the FEMA proceeds, but the Council will have final approval
- Recommended changes for any Alternate or Improved Project will require City Council approval
- Copies of quarterly reports to FEMA will be provided to the City Manager or designee
- The Park Board will maintain property and casualty insurance and be responsible for the payment of insurance premiums

Concession and Lease Agreements:

- The City does not require or request approval of concession agreements with vendors operating on public beaches such as mobile food and beverage, umbrella and chair, jet skis etc. and has no restriction on their terms
- Any lease of City parks managed by the Park Board, or lease of permanent structures or lease of personal or real property inside of City owned parks, cannot exceed three years without the prior approval of City Council

Seawall Parking and Beach User Fees:

- Administrative fee for seawall parking will be capped at the 2018-2019 level and not adjusted upward based on a change in the fees approved by the citizens of Galveston.
- Neither then Park Board nor the City can issue free beach access or seawall parking passes.

Permit Fees:

- If there is work performed by the Park Board on City owned assets, the City will waive City required permit fees and City required dumpster fees
- If the Park Board is contracting with third party vendors to perform the work, all permit fees and dumpster fees are required to be paid to the City and are not waived

Maintenance and Repairs:

- The revenues from each park managed by the Park Board will remain with the park that produced the revenue
- The Park Board will provide copies of the annual maintenance and repair programs as they are finalized to the City for review and comment

Seawall Paid Parking Reports and Usage of Revenues:

- The City and Park Board will submit Beach User Fee reports to the GLO. If the GLO denies a fee submitted by the City, it will be a cost to the City. If the GLO denies a fee submitted by the Park Board, it will be a cost to the Park Board
- The Park Board may be requested to maintain a Call Center for Pay-By-Phone users for the Seawall Parking Program. The costs of the Call Center will be borne exclusively by Seawall Paid Parking revenues.
- The costs for services to Seawall Corridor enhancements will be an expense of the Seawall paid parking program
- The cost of services for the remainder of the Seawall will be an expense of Park Board HOT funds dedicated to Seawall beach maintenance
- The Park Board will be responsible for all maintenance and upkeep of Seawall Corridor enhancements including landscaping for the installed planters located at 81st, 61st, 53rd and 33rd streets along Seawall Boulevard
- Restroom, landscaping, and the bus shelter servicing and cleaning costs will constitute part of the maintenance and upkeep costs of Corridor enhancements and will be included in the Seawall Urban Park annual budget submitted by the Park Board
- The City will be responsible for the costs of electricity for all lighting, cost for watering of any decorative vegetation and all capital costs for repairs or replacement of corridor improvements

Park Closures:

- On or before March 1st the Park Board and City will share a list of potential park closure dates for traffic control, security or public safety purposes to be submitted to the GLO jointly for approval

Payment of Seawall Beach User Fees from Special Event Promoters and for Commercial Use:

- When an Event promoter, other than for Mardi Gras, desires to have an event on the Seawall, they must pay a BUF if any paid parking spaces on the Seawall are unavailable to the public
- Spaces accounted for in the Beach Access Plan that have been allocated for commercial use will be inventoried and invoiced annually

Seaweed Removal at the Beach Pocket Parks:

- The City will obtain all relevant GLO required permits for beach cleaning and provide a copy to the Park Board by March 1st of each year
- The Park Board will conduct seaweed relocation services as the Pocket Parks as scheduled at Dellanera Park
- The cost of Park Board personnel and equipment for Pocket Park seaweed relocation will be invoiced to the City

Funding for Services to Clean and Maintain Seawall Beaches and Beach Access Points:

- Clean and Maintain beaches as described in Natural Resource Code Sec. 61.063 means the collection and removal of litter and debris and the supervision and elimination of sanitary and safety conditions that would pose a threat to personal health or safety if not removed or otherwise corrected and includes the employment of lifeguards, beach patrols and litter patrols
- The Park Board receives HOT funds (7 pennies) to promote tourism, provide lifeguarding services and to clean and maintain public beaches.
- The Park Board will maintain public beaches, select City of Galveston beach access points and the Seawall beaches free of litter and debris
- The Park Board will also maintain vehicular access and signage, place temporary bathrooms at access points designated by the City and maintain the Seawall earthen beach access ramps
- The Park Board will provide an itemized invoice to the City for services requested by the City that are outside of its areas of responsibility

Transition Plan for Dellanera RV Park and Seawolf Park:

- The City and Park Board agree to develop a revised management plan for operations and maintenance of Seawolf and Dellanera Parks.
- The plan must insure maximum return to the City in support of its Parks.
- Plan may include outsourcing the management of these parks via public offering, revisions to the existing management agreement with the Park Board or transition of management back to the City.

- No material changes will occur in Park operations during the preparation or implementation of the plan
- The recommendation will incorporate a collective effort, yet remain the decision of the City

ORDINANCE NO. 19-___

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING CHAPTER 2, "ADMINISTRATION", ARTICLE IV, "BOARDS, COMMISSIONS, AND COMMITTEES", SECTION 2, "GALVESTON COMMISSION FOR THE ARTS", OF "THE CODE OF THE CITY OF GALVESTON 1982, AS AMENDED" CHANGING THE NAME OF THE COMMISSION, THE COMPOSITION OF THE COMMISSION, ALLOWING THE ELECTION OF A SECRETARY, ALLOWING THE COMMISION TO FUNCTION AS AN ADVISORY ENTITY TO CITY COUNCIL FOR THE PURPOSE OF ASSISTING THE AWARD OF GRANTS FOR PUBLIC ART PROJECTS, SETTING THE NUMBER AND DATES OF MEETINGS OF THE COMMISSION, MANDATING SUCH MEETINGS TAKE PLACE AT CITY HALL, CREATING A PROCEDURE FOR THE AWARD OF GRANTS FOR PUBLIC ART PROJECTS; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in March 2018, the City Council of the City of Galveston decided to set a budget for the Commission of the Arts; and,

WHEREAS, the Commission of the Arts had never before had a budget to fund public art projects in the City of Galveston; and,

WHERAS, such funding is meant to increase the amount of public art available to the viewing public in the City of Galveston; and,

WHEREAS, it is necessary to amend the Code of the City of Galveston to define the role of the Commission, and give guidance and direction so that the Commission may carry out its assignment given by City Council; and

WHEREAS, the City Council finds it is in the public interest to amend the portion of the Code of the City of Galveston regarding the Galveston Commission of the Arts to empower the commission to receive applications and make recommendations to City Council for the funding of public art projects.

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

SECTION 1. That 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. That Chapter 2, "Administration", Article IV, "Boards, Commission, and Committees", Section 2, "Galveston Commission for the Arts", the Code of the City of Galveston 1982, as amended, are hereby amended in the attached Exhibit A.

SECTION 3. It is hereby declared 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 not be declared invalid by final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

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

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

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

APPROVED AS TO FORM:

____
MEHRAN JADIDI
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its Regular Meeting held on the 23rd day of May, 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 _______, 2019.

____
Secretary for the City Council
of the City of Galveston

DIVISION 4. – GALVESTON ~~COMMISSION FOR THE~~ CULTURAL ARTS COMMISSION

Sec. 2-180. - Established.

There is hereby established the Galveston Cultural Arts Commission. ~~for the Arts~~ The Commission shall be composed of nine (9) voting members ~~consisting of two (2)~~ members drawn from the Arts Community as follows: The visual arts (painting, sculpture, pottery, jewelry); ~~one (1) such representative from a visual arts organization, this appointment shall rotate between a representative from each organization from term to term, and the other representative from this category shall be an individual visual artist; two (2) representatives from~~ the performing arts (music, theater, dance), including individual performing arts; ~~one (1) such representative from a performing arts organization or commercial theater, such appointment shall be rotated between such organizations from term to term, and the other representative being an individual performing artist; one (1) representative from~~ the education community; ~~three (3) representatives from~~ and the community at large~~; and, one (1) performing arts literary representative~~. A city council member shall be appointed as an ex officio member without the right to vote.

(Ord. No. 93-15, § 2, 1-28-93; Ord. No. 94-28, § 2, 5-12-94; Ord. No. 03-070, § 2, 7-10-03)

Sec. 2-181. - Terms.

The councilmember shall be appointed by the city council and shall serve at the discretion of the city council. The other members of the commission shall be appointed by the city council for a term of ~~two (2)~~ three (3) years and shall be staggered in accordance with Section 2-161 of the City Code~~, except, of the first seven (7) members appointed, three (3) shall serve for a term of one (1) year. All other members shall serve for a term of two (2) years~~. All appointees shall serve without compensation; and except for the appointed city councilmember may not hold any elective office of the State of Texas or any political subdivision thereof. Members of the committee shall elect a chairperson and a secretary from among its members for a one (1) year term and any vacancy in an unexpired term shall be filled by council appointment for the remainder of the term. All appointees shall serve at the discretion of city council. No member may serve for more than two (2) consecutive full terms nor for any consecutive period greater than the period allowed by ~~section 2-161(b) of the City Code~~ the City Charter.

(Ord. No. 93-15, § 2, 1-28-93)

Sec. 2-182. - Powers, mission, goals and objectives.

(a) The committee shall be an advisory committee.

(b) The mission of the commission is to further the fine arts on Galveston Island through the recognition and development of excellence and all aspects of the cultural arts in the community, and insure the accessibility of the arts by all.

(c) The goals of the commission are to develop a comprehensive policy for the arts and cultural associations under a cultural plan that includes a public art program and guidelines for private initiatives. Based on an evaluation of the community's cultural needs, resources, and aspirations, the commission may recommend appropriate programs, organizations, facilities, funding and budgets in support of the arts.

(d) The commission shall have the following objectives:

(1) Initiate the process of cultural planning with participation from the arts community, public officials, local business leaders, and all other interested persons or entities;

(2) Facilitate the organization of an arts forum, opened to whomever wishes to attend, that would meet monthly or quarterly for the purpose of discussing any issues or ideas within the arts community;

(3) Conduct a survey and maintain an inventory of cultural resources to include display spaces, performance spaces, educational facilities and opportunities, artists, organizations and make an effort to assess the needs, aspirations, opportunities and potentials for these resources;

(4) Determine the levels and sources of public and private funding in support of the arts, develop strategies to sustain and expand that support and initiate a budget to insure the fair and equitable allocation of those funds;

(5) Integrate a public arts program into the city's planning and capital improvements program, and provide incentives for private investment and public art in order to enhance the character of neighborhoods in the visual aesthetics of the community;

(6) Collect and disseminate information within the community and from other cities on the economic benefits of cultural planning, cultural tourism, and the public and private support of the arts;

(7) Facilitate and encourage the development of art education programs in the public schools, public housing, or any other facility or entity that will provide exposure, appreciation, training, vocation, and marketing of the arts to all members of all cultures in the community and develop an artist-in-residence program utilizing either state and/or federal funds for such program; and

(8) Initiate a cultural exchange program with other communities for both the visual and performing arts.

(9) Recommend to City Council the award of funds for public art projects in accordance with guidelines established by Council.

(Ord. No. 93-15, § 2, 1-28-93)

Sec. 2-183. - Quorum and voting.

A majority of the membership shall constitute a quorum for the conduct of business. All members of the commission except the council representative shall have the right to vote.

(Ord. No. 93-15, § 2, 1-28-93)

Sec. 2-184. - Meetings.

The commission shall meet ~~as often as necessary to discuss matters within the concern of the committee and take necessary action thereon, however, the commission shall meet no less than once each month~~ no less than four (4) times during each fiscal year. The quarterly meetings shall occur no later than thirty (30) days after the end of the previous fiscal quarter. The fiscal quarters are as follows:

Dates	Meeting Before
Oct. 1st – Dec. 31st	January 31st

Jan. 1st – Mar. 31st	April 30th
Apr. 1st – June 30th	July 31st
July 1st – Sept. 30th	October 31st

The chairperson of the commission~~, who shall be elected by a majority of the members~~, or any two (2) members of the commission may call a special meeting as necessary to conduct business. All meetings shall be subject to the Texas Open Meetings Act. The meeting shall be held at ~~a place readily accessible to the public~~ City Hall and in accordance with the Texas Open Meetings Act. Provided, however, the committee may convene into executive session on matters which are allowed to be closed to the public under the Texas Open Meetings Act. The ~~commission shall elect a secretary from among its members and the~~ secretary of the Commission shall record the minutes of the committee's meetings and ~~post notice of the same in accordance with the law~~ deliver the minutes to the City Secretary. The City Secretary shall post notice of meetings of the Commission in accordance with the law.

(Ord. No. 93-15, § 2, 1-28-93)

Sec. 2-185. - Rules of procedure.

~~The commission may adopt its own rules for the conduct of business before it. Should the commission fail to adopt its own rules of procedure, t~~ The conduct and procedure of the commission's meetings shall conform to and be governed by the City Charter, this Code, and *Robert's Rules of Order, Revised.*

(Ord. No. 93-15, § 2, 1-28-93)

Sec. 2-186. ~~- Reserved.~~ Budget and expenditures

(1) The City Council may allocate funds in the amount of $50,000 derived from Hotel Occupancy Taxes (HOT) during the budget process for the promotion of public art in the City of Galveston.

(2) The Commission shall receive applications for funding of public arts projects and shall make recommendations to Council for the award of funds in accordance with the guidelines approved by City Council.

Editor's note— Ord. No. 03-070, § 3, adopted July 10, 2003, repealed § 2-186 in its entirety, which pertained to terms and derived from Ord. No. 93-15, § 2, adopted January 28, 1993, and Ord. No. 00-004, § 2, adopted January 13, 2000.

Secs. 2-187— Artist Grants

(1) Applicants will submit the following:

- Brief Biography including residency information
- Project Description including a detailed site plan

- Previous work samples 5-10 related images for Visuals Projects, 5 Minutes of Video for Performance, Writing Sample for Literary Works
- A proposed budget
- A proposal for public workshop if desired
- Timeline for completion: Projects must be completed during the 2019-2020 fiscal year.

(2) Eligible Projects

The Galveston Arts Commission will support public art projects up to $5,000.00. Public Art projects include any artwork that exists in the public sphere. Projects can be Visual Arts, Literary Arts, Performing Arts, or Media Arts. Funding is available to Individual Artists and Collectives. Artists may be supported by institutions, but grants will not be made to organizations. The public component of the project needs to be located in the City of Galveston. There are no residency restrictions, but Galveston residents are encouraged to apply.

(3) Review Process

All applications will be reviewed by the Galveston Cultural Arts Commission. Priority will be given to Galveston Residents. Proposals will be evaluated on artistic merit, feasibility, access to the public, and impact on the artistic community.

2-188 – 2189. - Reserved