

**NOTICE OF MEETING
CITY COUNCIL OF THE CITY OF GALVESTON
THURSDAY - JUNE 21, 2018 - 1:15 P.M.
COUNCIL CHAMBERS- CITY HALL
823 ROSENBERG, GALVESTON, TEXAS
TELEPHONE: (409) 797-3510**

REGULAR MEETING

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER
2. ROLL CALL
3. INVOCATION
Reverend Edward Thompson - Trinity Episcopal
4. PLEDGE OF ALLEGIANCE
 - American Flag
 - Texas Flag - *Honor the Texas Flag. I pledge allegiance to thee, Texas, one state, under God, one, and indivisible.*
5. CONFLICTS OF INTEREST
6. PRESENTATIONS/REPORTS OF COUNCIL, OFFICER BOARDS, AND CITY MANAGER
 - 6.A. Pursuant To Texas Government Code Section 551.0415, The City Council May Report On Any Of The Following Items:
 1. Expressions of thanks, gratitude, and condolences
 2. Information regarding holiday schedules
 3. Recognition of individuals
 - a. 110th Anniversary of Ship Building & Repair on Pelican Island - Proclamation
 - b. Dennis Byrd, Sr. & Eddie Janek, Sr. Day - Proclamation
 4. Reminders regarding City Council events
 5. Reminders regarding community events
 6. Health and safety announcement
7. COMMUNICATIONS AND PETITIONS
18-037 Clay Conrad; 18-038 Jessica Vallery; 18-039 Texas Gas Service; 18-040 Annet Ortega; 18-041 Carlos Rodriguez; 18-042 Clifford & Kathy Barnhart; 18-043 James Gray; 18-044 James Parker; 18-045 Denise Hope; 18-046 Jay Mize
8. PUBLIC HEARINGS
 - 8.A. First Reading Of Ordinance: Consider For Approval An Ordinance Of The City Council Of The City Of Galveston, Texas, Granting An Exclusive, Revocable Franchise Agreement To BFI Waste Services Of Texas, LP, To Provide A Garbage And Refuse (Waste) Collection Service For Commercial Accounts, Within The City Of Galveston For Five Years; Terminating All Prior Franchise Grants For Commercial Garbage And Refuse Collection Services; Providing For A Curbside Residential Recycling Option Clause; Providing For The Scope And Nature Of The Operation; Providing For Fees; Providing

For A Penalty Provision; Providing Findings Of Fact; And Providing For An Effective Date. (B. Cook)

Documents:

[FRANCHISE AGREEMENT - BFI WASTE SERVICES -UPDATED.PDF](#)

- 8.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas Amending The 2015 Galveston Land Development Regulations, By Amending Article 9: Section 9.501, Protection Of Existing Trees And Section 9.502, Tree Replacement; To Include Palm Trees In The Definition Of Trees, Provide A Height Requirement For Significant Palms, Provide An Exemption For Trees Being Removed For Agricultural Purposes, Provide Specific Guidance On Mitigation, And Provide Exemptions From Mitigation Requirements; Planning Case Number 18ZA-004; Making Various Findings And Provisions Related To The Subject. (C. Gorman)

Documents:

[18ZA-004 RPT PKT WITH ORD.PDF](#)

- 8.C. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The 2015 Galveston Land Development Regulations (LDRs), As Amended, To Update, Revise And Clarify Certain Provisions Regulating Land Development Within The City; Making Various Findings And Provisions Related To The Subject; Planning Case Number 17ZA-004. (A. Montalvan)

Documents:

[17ZA-004 - STF PKT CC JUNE 21.PDF](#)

- 8.D. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Abandoning Approximately 15,744 Square-Feet Of The Postoffice Street Right-Of-Way From The West Side Of 35th Street Along Postoffice To The East Side Of 36th Street; Adjacent Property Is Legally Described As Lots 5 Through 7 And Lots 9 And 10 And The East Half Of Lots 4 And 11 And Lot 8 (8-1) Block 515 And Lots 1 Through 14 And Adjacent Alley, Block 455, In The City And County Of Galveston, Texas; Planning Case Number 18P-028; Making Various Findings And Provisions Related To The Subject. (J. Norman)

Documents:

[18P-028 PKT CC.PDF](#)

- 8.E. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Abandoning Property Adjacent To 403, 406 And 415 35th Street; Adjacent Property Is Legally Described As Lots 5 Through 7, Lots 9 And 10 And The East Half Of Lots 4 And 11, Block 515, Lot 8 (8-1), Block 515, Lots 9 Through 14 And Part Of Lots 1 Through 8 (513-1), Block 514, In The City And County Of Galveston, Texas; Planning Case Number 18P-022; Making Various Findings And Provisions Related To The Subject. (J. Norman)

Documents:

[18P-022 PKT CC.PDF](#)

- 8.F. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Changing The Zoning From Commercial (C) Zoning District To Light Industry (LI) Zoning District On Property Commonly Known As 3510 Church/Avenue F. The Property Is Legally Described As Lots 1 Through 14 And Adjacent Alley, Block 455, In The City And County Of Galveston, Texas; Planning Case Number 18P-023; Making Various Findings And

Provisions Related T The Subject. (J. Norman)

Documents:

[18P-023 PKT - CC.PDF](#)

- 8.G. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Changing The Zoning From Residential, Single Family (R-1) To Commercial (C) Zoning District On Property Commonly Known As 22222 FM 3005. The Property Is Legally Described As ABST 121 Hall & Jones Sur Lot 7 (7-1) Sand N Sea, In The City And County Of Galveston, Texas; Planning Case Number 18P-024; Making Various Findings And Provisions Related To The Subject. (D. Lunsford)

Documents:

[18P-024 CC STF PKT.PDF](#)

9. PUBLIC COMMENT

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

10. ORDINANCES (NOT REQUIRING PUBLIC HEARINGS)

- 10.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Adopting The Homestead, Elderly, And Disabled Ad Valorem Tax Exemptions For Tax Year 2018, Pursuant To Chapter 33, Section 33-24 Of "The Code Of The City Of Galveston 1982, As Amended"; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date. (M. Loftin)

Documents:

[PROPERTY TAX EXEMPTION STAFF REPORT JUNE 2018.PDF](#)
[18-XXX TAX--ADOPTING TAX YEAR 2018 AD VALOREM EXEMPTIONS.DOCX](#)

- 10.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending Chapter 33, "Taxation" Of "The Code Of The City Of Galveston 1982, As Amended" By Amending The Regulations Of Appointments Of The Arts And Historical Preservation Advisory Board; Making Various Findings And Provisions Related To The Subject And Providing For An Effective Date (Legal).

Documents:

[ARTS AND HISTORIC BOARD APPOINTMENTS V2 JUNE 2018.DOCX](#)

- 10.C. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Specifying The Number Of Classified Civil Service Police Department Personnel Positions At 163; Reallocating Two (2) Police Officer Positions To Increase The Number Of Sergeant Positions From 25 To 27; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date Of June 21, 2018. (V. Hale)

Documents:

[STAFF REPORT--AUTHORIZED STRENGTH \(JUNE 2018\).PDF](#)
[ORDINANCE--POLICE DEPT. AUTHORIZED STRENGTH \(JUNE 2018\).PDF](#)

11. CONSENT ITEMS

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

upon final approval by the City Attorney.

- 11.A. Consider Approval Of An Award For A Three Year Contract, With Two Optional One-Year Renewals, For Bid 18-14 Uniform Rental Services To Unifirst Corporation. (M. Loftin)

Documents:

[UNIFIRST STAFF REPORT DRAFT.PDF](#)
[UNIFIRST CONTRACT VENDOR SIGNED RFP 18-14.PDF](#)

- 11.B. Consider For Approval An Interlocal Agreement With Galveston College Relocating The Basic Peace Officer Certification Course (BPOC) To Galveston College For All Future Police Department Cadet Classes. (V. Hale)

Documents:

[2018 06 21 STAFF REPORT GALVESTON COLLEGE BPOC.PDF](#)
[2018 06 21 INTERLOCAL GALVESTON COLLEGE BPOC V2.PDF](#)

- 11.C. Consider For Approval Purchasing Pool Maintenance Chemicals, Supplies, And Equipment For Lasker Park Pool, Using The Buyboard Contract (#533-17) With Progressive Commercial Aquatics. (B. Sanderson)

Documents:

[CONSIDER FOR APPROVAL - POOL MAINTENANCE CHEMICALS AND SUPPLIES 2018.PDF](#)

- 11.D. Consider For Approval Change Order #4 From Hou-Scape, Inc., For The Little League Ball Park Complex Project At Crockett Park, In The Amount Of \$43,700.00, Increasing The Contract Amount From \$3,726,508.45, To \$3,770,208.45 And Extending The Contract Term By Forty Three (43) Days. (B. Sanderson)

Documents:

[CONSIDER FOR APPROVAL - LITTLE LEAGUE COMPLEX AT CROCKETT PARK CONSTRUCTION - CHANGE ORDER 4.PDF](#)

- 11.E. Consider For Approval The Professional Engineering Services Proposal From Ardurra Group, LLC, For The Main WWTP Digester Cleaning And System Improvements, At A Cost Not To Exceed \$663,674.70. (D. Christodoss)

Documents:

[ARDURRO DIGESTER_STAFFREPORT.DOCX](#)
[EXHIBIT A - SCOPE OF SERVICES 5.30.18.PDF](#)
[GALVESTON MAIN WWTP DIGESTER LOE 5.25.18.PDF](#)
[PROFESSIONAL SERVICES CONTRACT BOILERPLATE.PDF](#)

- 11.F. Consider For Approval The Request For Funds From TxDOT In The Amount Of \$170,864.03 For The Seawall Paving Project From 39th Street To Ferry Road. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (R. Blackketter)

Documents:

[TXDOT - SEAWALL PAVING FROM 39TH TO FERRY.PDF](#)

- 11.G. Consider For Approval Of A Contract With Lucas Construction Co., Inc., For The Market Street Sidewalk & Curb Reconstruction (25th To 33rd) Project (RFP #18-18) In The Amount Of \$1,134,575.00 (Estimated Total Cost Of Project Not To Exceed \$1,295,775.00). (R. Blackketter)

Documents:

[LUCAS CONSTRUCTION - MARKET ST.PDF](#)

- 11.H. Consider For Approval Of A Contract With Main Lane Industries, Ltd., For The Harborside Drive From 51st Street To 2nd Street Project (RFP #18-15) In The Amount Of \$2,011,084.41 (Estimated Total Cost Of Project Not To Exceed \$2,273,394.41). (R. Blackketter)

Documents:

[MAIN LANE - HARBORSIDE DRIVE FROM 51ST TO 2ND STREET PROJECT.PDF](#)

- 11.I. Consider For Approval Change Order #4 For The Contract With Main Lane Industries, Ltd., For The Reconstruction Of Market Street From 25th Street To 19th Street Project, Increasing The Contract From \$3,900,953.31 By The Amount Of \$8,539.50 To A New Cost Of \$3,909,492.81. The Funding Source Will Be The CDBG Disaster Recovery Non-Housing Round 2.1 Program. (R. Blackketter)

Documents:

[CHANGE ORDER NO 4 - MAIN LANE INDUSTRIES.PDF](#)

- 11.J. Consider For Approval Change Order #4 From Triple B Services, LLC, For The Stewart Road/Ave S (61st To 53rd Street) Project, Decreasing The Contract From \$2,841,090.57 By The Amount Of \$271,081.15 To A Final Cost Of \$2,570,009.42. The Funding Source Will Be The CDBG Disaster Recovery Non-Housing Round 2.2 Program. (R. Blackketter)

Documents:

[TRIPLE B SERVICES - CO 4 - STEWART ROAD AVE S 61ST -53RD STREET.PDF](#)

- 11.K. Consider For Approval Change Order #5 From Triple B Services, LLC, For The Sealy Avenue Improvements From 33rd To 25th Project, Increasing The Contract Amount From \$2,615,369.28 By \$21,885.00 To The New Cost Of \$2,637,254.28, And Increasing The Term By 4 Days To A New Term Of 383 Calendar Days. The Funding Source Will Be The CDBG Disaster Recovery Non-Housing Round 2.2 Program. (R. Blackketter)

Documents:

[TRIPLE B SERVICES - CO 5 - SEALY AVE IMPROVEMENTS FROM 33RD - 25TH.PDF](#)

- 11.L. Consider For Approval Of Change Order No. 9 To The Contract With Cardinal Contractors, Inc., For The New 59th Street Pump Station Project, Increasing The Contract By \$19,313.67 To A New Total Amount Of \$17,484,064.62. (R. Blackketter)

Documents:

[CHANGE ORDER NO 9 - CARDINAL CONTRACTORS.PDF](#)

- 11.M. Consider For Approval Of Change Order No. 2 To The Contract With Tucon, LLC, For The Cedars At Carver Park Pedestrian And Transit Improvements Project Increasing The Contract By \$28,447.09 From The Amount Of \$620,641.86 To A New Total Amount Of \$649,088.95, And Extending The Contract Term By 94 Days. The Funding Source Will Be The CDBG Disaster Recovery Non-Housing Round 2.2 Program. (R. Blacketter)

Documents:

[CHANGE ORDER NO 2 - TUCON LLC.PDF](#)

- 11.N. Consider For Approval Of Change Order No. 2 To The Contract With Brunel Industrial & Pipeline Services, LLC, For The Rehabilitation Of Ground Storage Tanks At 59th Street Project, Increasing The Contract By \$378,734.74 From The Amount Of \$7,136,891.03 To A New Total Amount Of \$7,515,625.77, And Extending The Contract Term By 15 Days. The Funding Source Will Be The CDBG Disaster Recovery Non-Housing Round 2.2 Program. (R. Blacketter)

Documents:

[BRUNEL INDUSTRIAL AND PIPELINE SERVICES - CO 2 -REHAB OF GROUND.PDF](#)

- 11.O. Consider For Approval Minutes Of The April 26, 2018 Workshop And Regular Meeting, And The May 15, 2018 Special Meeting. (J. Williams)

Documents:

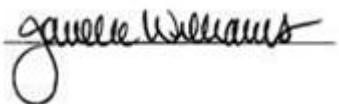
[DOC044.PDF](#)

12. ACTION ITEMS

- 12.A. Discuss And Consider For Action Approval Of The Stewart Beach Pavilion Design And Business Plan. (Brown/Yarbrough)
- 12.B. Consider A Motion Setting A Value On The Rights Of Way Council Previously Voted To Abandon Pursuant To Planning Case 17-P-0070 Pursuant To The Appraisals Received By The City And The Owners Of The Properties Adjacent To The Rights Of Way And As Dictated By The Council In Its Vote Of February 22, 2018, And Authorizing Staff To Prepare The Necessary Declaration Of Abandonment At The Earliest Time Practicable. (Legal)

13. ADJOURNMENT

I certify that the above Notice of Meeting was posted in a place convenient to the public in compliance with Chapter 551 of the Texas Government Code on June 15, 2018 at 3:15 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).

ORDINANCE NO. 18-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, GRANTING AN EXCLUSIVE, REVOCABLE FRANCHISE AGREEMENT TO BFI WASTE SERVICES OF TEXAS, LP, TO PROVIDE A GARBAGE AND REFUSE (WASTE) COLLECTION SERVICE FOR COMMERCIAL ACCOUNTS, WITHIN THE CITY OF GALVESTON FOR FIVE YEARS; TERMINATING ALL PRIOR FRANCHISE GRANTS FOR COMMERCIAL GARBAGE AND REFUSE COLLECTION SERVICES; PROVIDING FOR A CURBSIDE RESIDENTIAL RECYCLING OPTION CLAUSE; PROVIDING FOR THE SCOPE AND NATURE OF THE OPERATION; PROVIDING FOR FEES; PROVIDING FOR A PENALTY PROVISION; PROVIDING FINDINGS OF FACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the City Code of the City of Galveston, Chapter 15 "Garbage and Trash", the City recommends a franchise agreement for garbage and refuse collection services for commercial accounts within the City of Galveston; and,

WHEREAS, BFI Waste Services of Texas, LP, has requested the opportunity to provide garbage and refuse collection (waste collection) services for commercial accounts within the City of Galveston; and

WHEREAS, the City has investigated the financial condition, experience and service record of BFI Waste Services of Texas, LP and finds it to be a well qualified company in the area of waste collection;

WHEREAS, the City finds that granting an exclusive Franchise to a sole commercial hauler will provide more efficiencies in managing such operations and will bring about more accountability and responsiveness between the parties;

WHEREAS, the terms, nature and scope of the Franchise Agreement are more fully set forth in Attachment A, the "Franchise Agreement", attached and fully incorporated herein for all purposes; and,

WHEREAS, after notice and publication of this Ordinance as required by the City Charter and applicable local and state laws and after public hearings where evidence was received concerning the granting of a franchise to BFI Waste Services of Texas, LP, it is the opinion of the City Council that it would promote the public health, welfare and safety, and that the applicant has demonstrated that the granting of this franchise would serve the public convenience and necessity.

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

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

SECTION 2. Pursuant to the Charter of the City of Galveston, this Ordinance granting, a Franchise Agreement has been read at a minimum of three regular meetings of the Council and was finally acted upon thirty (30) days or more after the first reading thereof. Within five days (5) days following each of the three readings of the Ordinance, the full text thereof was published one time in the official newspaper of the City, and the expense of such publication was borne by the Franchise Holder.

SECTION 3. The City Council hereby finds and declares that public convenience and necessity require the granting of an exclusive commercial refuse solid waste collection services franchise, which is to be furnished by the Grantee named herein.

SECTION 4. An exclusive franchise is hereby granted to BFI Waste Services of Texas, LP, hereinafter referred to as "Grantee" or "BFI", to use the public streets, alleys and thoroughfares within the corporate limits of the City of Galveston, Texas, for the purpose of engaging in the business of collecting non-hazardous, commercial garbage, trash, brush, and other refuse, herein ("waste").

The Franchise Agreement between the Parties consist of the terms and conditions set forth in Attachment A, the "Franchise Agreement", attached and fully incorporated herein for all purposes, for the waste collection services for commercial accounts within the City of Galveston.

All prior Commercial Hauler Franchise Grants are hereby terminated, revoked or rescinded.

SECTION 5. This Franchise Ordinance and Agreement does not pertain to Temporary Haulers which are addressed separately in the City Code.

SECTION 6. The term of this Franchise shall be for a period of five years effective from October 1, 2018, and terminating September 30, 2023.

SECTION 7. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

SECTION 8. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 9. In accordance with the provisions of Sections 12 and 13 of Article II of the City Charter this Ordinance has been publicly available in the office of the City Secretary for not less than 72 hours prior to its adoption; that this Ordinance may be read and published by descriptive caption only.

SECTION 10. This Ordinance shall become effective no less than sixty (60) days following the date the Ordinance was adopted by the City Council.

SECTION 11. This Ordinance shall be and become effective no October 1, 2018.

APPROVED AS TO FORM:

DONNA M. FAIRWEATHER
ASSISTANT CITY ATTORNEY

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

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

Secretary for the City Council
of the City of Galveston

**FRANCHISE AGREEMENT
FOR COMMERCIAL SOLID WASTE COLLECTION SERVICES
FOR THE CITY OF GALVESTON**

This Franchise Agreement for Commercial Solid Waste Collection Services (herein Franchise) is made and entered into this _____ day of _____, 2018, by and between the City of Galveston ("City"), a Texas home-rule municipality, and BFI Waste Services of Texas, LP ("Grantee"), located at 5301 Brookglen, Houston, Texas 77017. The City and Grantee may each be referred to hereinafter as a "Party" and/or collectively referred to as "the Parties".

WHEREAS, pursuant to the City Code of the City of Galveston, Chapter 15 "Garbage and Trash", the City recommends a franchise agreement for garbage and refuse collection services for commercial accounts within the City of Galveston (the "Agreement").

WHEREAS, Grantee has requested the opportunity to provide garbage and refuse collection (waste collection) services for commercial accounts within the City of Galveston.

WHEREAS, the City has established certain conditions and requirements that must be met by any person that wishes to receive a Franchise Agreement for commercial solid waste collection services in the city and the Grantee has agreed to comply with the conditions and requirements the City has established in this Franchise Agreement and the Ordinance granting the Franchise.

WHEREAS, the Grantee recognizes the privileges and benefits that the Grantee will receive by entering into this Agreement with the City.

WHEREAS, the City has investigated the financial condition, experience and service record of Grantee and finds it to be a well-qualified company in the area of waste collection.

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein, and **Exhibit A**, identified as the proposal from the Grantee for the collection of solid waste for commercial accounts within the City of Galveston. In the event that there is a conflict between this Agreement and **Exhibit A**, this Agreement controls.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

SECTION 1. Recitals and Definitions. The foregoing recitals are true, correct, and incorporated herein by reference. The following are definitions as used throughout this Agreement:

Commercial Solid Waste. Any non-hazardous Solid Waste, as defined below, generated by any Commercial Unit located with the City.

Commercial Unit. Any commercial or industrial enterprise operating within the corporate limits of City, excluding temporary containers of less than 30 days, the University of Texas Medical Branch and residential dwellings that are 4-plex apartment units or less.

Compactor. A machine or mechanism used to reduce the size of material such as waste material or bio mass through compaction.

Excluded Waste. Means highly flammable substances, Hazardous Waste, Liquid Waste, Special Waste, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of the Grantee, to be dangerous or threatening to health, or the environment, or which cannot be legally accepted at the applicable disposal facility.

Hazardous Waste. Waste defined as, or of a character or in sufficient quantity to be defined as, a “Hazardous Waste” by the Resource Conservation and Recovery Act, as amended, or any state or local laws or regulations with respect thereto, or a “toxic substance” as defined in the Toxic Substance Control Act, as amended, or any regulations with respect thereto, or any reportable quantity of a “hazardous substance” as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended or any regulations with respect thereto. The term “Hazardous Waste” also includes any waste whose storage, treatment, incineration or disposal requires a special license or permit from any federal, state or local government entity, body or agency and any substances that, after the effective date of this Agreement, is determined to be hazardous or toxic by any judicial or governmental entity, body or agency having jurisdiction to make that determination.

Infectious Medical Waste. Waste resulting from medical procedures which may cause or is capable of causing disease, such as:

- (i) Biological waste, including blood and blood products, excretions, exudates, secretions, suctioning’s and other bodily fluids that cannot be directly discarded into a municipal sewer system, including solid or liquid waste from renal dialysis and waste materials reasonably contaminated with biological fluids.
- (ii) Cultures and stocks and etiologic agents and associated biologicals, including specimen cultures and dishes and devices used to transfer, inoculate, and mix cultures; wastes from production of biologicals; and serums and discarded live and attenuated vaccines.
- (iii) Sharps that have been removed from their original sterile containers, including needles, IV tubing with needles attached, scalpel blades, lancets, glass tubes that could be broken during handling and syringes.

Solid Waste. All materials defined as solid waste by the laws of the State of Texas or regulations promulgated thereunder by the Texas Commission on Environmental Quality (“TCEQ”) or other agency having jurisdiction over solid waste generated within such state, except that the term Solid Waste:

- i. is intended to mean and include only those substances which are normally permitted to be disposed of in a Type 1 sanitary landfill; and
- ii. shall exclude Special Waste, radioactive waste, Hazardous Waste and Infectious Medical Waste.
- iii. The solid waste shall not include any Excluded Waste.

Liquid Waste. Grease, oil, liquid waste and grease trap waste.

Special Waste. Any Solid Waste which is defined as special waste by the laws of the State of Texas or regulations promulgated thereunder by the TCEQ or other agency having jurisdiction over solid waste generated within such state.

Unacceptable Waste. Any waste excluded from the definition of Solid Waste, including Hazardous Waste, Infectious Medical Waste, Liquid Waste, Special Waste and any other material defined as unacceptable in the Franchise Agreement.

SECTION 2. Issuance of Exclusive, Revocable Franchise. An exclusive Franchise is hereby granted to Grantee to use the public streets, alleys and thoroughfares within the corporate limits of the City of Galveston, Texas, for the purpose of engaging in the business of collecting Commercial Solid Waste.

The granting of this Franchise does not create any vested rights. The Franchise and this Agreement may be suspended or revoked (terminated) in accordance with the terms of this Ordinance and this Agreement.

SECTION 3. Term. The term of this Franchise shall be for a period of five (5) years effective from October 1, 2018, and terminating September 30, 2023. The term of this Franchise may be extended for an additional five (5) years upon mutual agreement of the Parties.

SECTION 4. Independent Contractors. The parties are independent contractors as to each other. Nothing in this Agreement shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

SECTION 5. Scope and Nature of Operation. Grantee shall at all times furnish Commercial Solid Waste collection services to meet or exceed current industry standards. Grantee shall collect and deliver for disposal Commercial Solid Waste, accumulated within the corporate limits of the city, for all city commercial accounts. Residential services including 4-Plex and other smaller residential properties are excluded. Services that are contracted for by individuals or companies with the Grantee are excluded.

Grantee will, at its own expense, furnish personnel and equipment to collect the Commercial Solid Waste and will establish and maintain in an efficient and businesslike manner such scheduled routes and special schedules as may be necessary to fulfill the solid waste service requirements of the accounts located within the city. The Grantee shall provide for the solicitation and servicing of customers and in its solicitation shall recommend schedules of service to said customers.

Grantee will ensure a smooth transition into an exclusive franchisee environment by meeting with all current and future customers prior to the effective Term to educate such customers on the transition process.

A. Special Scheduled Service: Grantee shall provide special scheduled service for the following “Special Events” that occur within the City.

1. The Special Events are commonly known as:
 - a. The two weekends of the Galveston Mardi Gras;
 - b. The Lone Star Biker Rally;
 - c. Dickens on the Strand.
2. The City reserves the right to add or remove a Special Event by providing a minimum of 30 days’ notice prior to a change in the special event schedule.

The **special scheduled service** is described as the removal/management of Commercial Solid Waste that occurs on the first business day before the special event and on the first business day after the special event.

The **special schedule service area** is described as the Downtown business area from the center line of 20th Street and the center line of 25th Street and the center line of Avenue A and the center line of Avenue G, in the City of Galveston. The City reserves the right to expand or contract the geographic locations of these service areas and expand or contract the number of special events.

B. Curbside Residential Recycling Option. The City reserves the right to exercise the residential curbside recycling option at any time during the term of the agreement subject to the costs as provided for in **Exhibit C**. However, Grantee shall be provided a reasonable amount of time to acquire the resources necessary to implement such program.

SECTION 6. Non-Waiver of Powers and Regulations. This Franchise shall not be taken, or held to imply the relinquishment, or waiver by the City of its power to make other reasonable requirements, or regulations which may be necessary, or proper to secure, to the greatest extent, the safety, welfare, and accommodation of the public, including the right to adopt and enforce regulations to protect and promote the health and general welfare of the public from danger, and inconvenience in the management and operations of garbage and waste collections, and to provide such service as is contemplated by this franchise. Nothing herein contained shall constitute a waiver of any of the requirements of the rules and regulations, heretofore adopted by the City, including the right to make such changes and amendments to the rules and regulations as the City may deem to be advisable or as required by state or federal law.

SECTION 7. Vehicles. All vehicles used by the Grantee for the collection and transportation of Commercial Solid Waste shall be covered at all times while loaded and in transit to prevent the blowing or scattering of waste onto the public streets or property adjacent thereto, and such vehicles shall be marked with the Grantee’s name in clearly legible letters, not less than six (“6”) inches in height. Any solid waste, litter or liquid spilled, discarded, or otherwise left on public or private property by Grantee shall be cleaned up immediately by Grantee. If Grantee fails to clean

up the same within two (2) hours of notification by the City, the City may cause such property to be cleaned and the City may charge all associated costs to Grantee in addition to any other penalties provided by this Ordinance and Agreement.

SECTION 8. Regulation of Containers. Grantee shall rent or lease containers to the owner or occupant of any commercial establishment within the City for waste, subject to the following requirements that include but may not be limited to:

- (1) ALL such containers shall be constructed according to good industry practice in the trade;
- (2) ALL such containers shall be equipped with suitable covers with secured, attached lids to prevent blowing or scattering of the waste while being transported for disposal of their contents;
- (3) ALL such containers shall be cleaned and maintained by Grantee so as to be in good repair, of a good appearance, and free of such refuse residues as may cause odor and provide a breeding place for flies and harborage for rodents; and
- (4) ALL such containers belonging to Grantee shall be of the same color and clearly marked with the Grantee's name and telephone number in letters not less than two ("2") inches in height. Grantee must remove its name from containers before transferring title to same, and may not place its name on containers belonging to others.
- (5) In the event of termination of this Agreement, Grantee shall as soon as practicable, but no later than 90 days, remove all containers at its sole expense.
- (6) The City may require the Grantee to service one or more of its customers' containers or enclosures at a frequency that is in addition to the contracted amount in the interest of public health. The Grantee shall respond to such a request as soon as practicable and such additional pick-ups shall be governed by the rate schedule provided for in **Exhibit B** and billed to the customer. Grantee shall work with such customer afterward to ensure that their containers are adequately sized and the frequency of their service is also adequate.
- (7) Grantee shall notify the City within 72 hours of any observed violation of the City Code, Chapter 15, "Garbage and Trash." This includes but is not limited to any dumpster enclosures that are not in compliance with the law and any parties operating within the City without a valid franchise agreement.

SECTION 9. Delinquency or Removal of Customer Service. Grantee shall remove its containers if the entity or person to which it is rented/leased has not paid Grantee in accordance with the terms of their agreement with Grantee. Grantee shall notify the City of delinquent accounts that are scheduled for termination of service when such account is 30 days past due and when such account reaches 45 days past due.

Upon each notification the City shall notify the account holder to determine the reason for the delinquency and obtain a plan to rectify such delinquency. The Grantee shall notify the City whenever the termination or removal of a delinquent account is no longer anticipated or necessary.

SECTION 10. Disposal of refuse/waste. Grantee shall deliver all acceptable waste collected to the City Transfer Station located at 5515 Harborside Drive. In the event the transfer station becomes unavailable for use, the Parties may agree on an alternative site. However, Grantee shall be required to utilize the Transfer Station to assure that the minimum amount of tonnage delivered to the Transfer Station by the City equals, or exceeds 75,000 tons of waste annually.

The Director of Sanitation shall monitor the tonnage on a monthly basis to guarantee the City will meet its minimum annual tonnage under the contract. No other location may be used for the disposal of such refuse and solid waste during the term of this Franchise without the written authorization of the Director of Sanitation or his/her designee.

Rules and regulations governing hours of operation and disposal practices at the disposal site, as may be published by the City, will be observed and followed by the Grantee while engaged in the disposal of refuse and solid waste collected under the Franchise.

Collection and Disposal of Unacceptable Waste. It is specifically understood and agreed that the collection and disposal of Unacceptable Waste by the Grantee is not required by this Agreement, and Grantee shall in no event be required to collect or dispose of any Unacceptable Waste. Grantee, may in its discretion, provide for collection of Unacceptable Waste as long as the collection and disposal is completed in compliance with all Federal, State and local laws and regulations, and may charge customers separately therefore. Method and pricing of Unacceptable Waste removal is at the sole discretion of the Grantee and not subject to the rates in Exhibit B, attached hereto.

SECTION 11. Pickup Schedule. Grantee shall determine pickup schedules and routes for collection services pursuant to this Agreement. Such schedules and routes shall provide for pickup with a frequency that provides adequate service to collection customers, but minimizes the amount of collection truck traffic on City streets. Grantee shall avoid the use of residential streets by collection trucks or other heavy equipment operated by the Grantee without the specific permission of the City. The City reserves the right to limit the hours of operation of Grantee within the City should the need arise.

SECTION 12. Customer Service. The Grantee, at its own expense, will provide a local telephone number for customer service calls, from 8 a.m. until 5 p.m. daily, Monday through Friday, excluding such holidays as may be approved by Grantor, for the purpose of handling calls regarding waste collection services, and also including complaints of service. The customer service number shall be made available to the public via the Grantee's social media sites. The City and Grantee shall publish said customer service number on their respective web sites.

1. Grantee shall provide the City with an administrative organizational chart to include key personnel name, position, telephone number, email, cellular number, and home phone number when appropriate. Grantee shall provide to City an updated chart within 14 days after any key personnel change.
2. Grantee shall supply City with a monthly summary of all complaints lodged against Grantee for services performed in the City indicating the date and hour of inquiry or complaint receipt, the nature of the complaint or inquiry, and the manner and timing of the resolution of the complaint or inquiry.
3. Grantee shall supply City with a report of any missed collections by 9:00 a.m. of the following business day.

SECTION 13. Property Damage. Grantee shall be solely responsible for the repair and/or replacement of any damages to public property, including pavement damage, during the operation of containerized commercial solid waste collection services that is caused by the negligence or willful misconduct of the Grantee, its agents or employees. Repair and/or replacement of property includes, but is not limited to fences, gas meters, and water meters.

Section 14. Records, Reports and Inspections.

(a) The Grantee shall furnish to the City certified copies of its monthly financial and operating reports, for the City of Galveston service area, necessary to determine gross receipts, and an annual financial statement certified by a public accountant. The monthly financial operating reports shall be due within thirty (30) days of the close of the month and the annual audited financial report is due within sixty (60) days of the close of the Grantee's fiscal year. An extension of such period up to thirty (30) additional days may be granted by the City upon request by the Grantee.

(b) The Grantee shall furnish the City with an accurate copy of its customers every 3 months. The starting date to receive the reports shall be designated by the Grantor.

(c) Grantee shall keep and maintain all its books, record, accounts, documents, and papers pursuant to applicable state or federal record retention regulations.

(d) The City shall retain all of the investigative powers and other rights provided to the City by the Charter and state law.

(e) Nothing herein, shall require the Grantee to reveal confidential and proprietary information except as may be necessary to meet the requirements of this franchise. Grantor and Grantee shall endeavor to keep any information which could damage the business of the Grantee, confidential and a non-public record to the extent this can be accomplished under the law.

SECTION 15. Service Rates.

The City Council may fully regulate and fix the rates and charges for the services of the Grantee to its customers, to the full extent that such power is provided in the Charter, this franchise, and State law. Grantee's rates shall be as specified in **Exhibit B** attached hereto and made a part of this Ordinance and Franchise Agreement for all purposes. In the event there is a conflict between the rates, fees and charges outlined in Exhibit A and Exhibit B, Exhibit B shall control.

Grantee shall enter into a contract with each Customer in the same form as provided for in **Exhibit D**.

Grantee may from time to time propose changes in the general rates. Grantee shall file an application with the City Secretary for consideration by the City Council of the proposed rate change(s). City Council shall review the proposed change(s) within a reasonable time and shall afford the Grantee the opportunity to be heard at a public hearing. City Council may either approve, disapprove or otherwise amend the proposed rate changes.

The service rates in Exhibit B provide for an annual escalation clause of 2.5%. Grantee shall give the City notice of its intent to exercise such escalation clause by August 1st of each year during the Term.

The City shall not allow an unreasonable preference or advantage to anyone within a service classification, nor allow Grantee to subject anyone within a service classification to any unreasonable prejudice or discrimination. Distinctions in rates and services between locations and service classifications shall be reasonable and shall be approved by the City.

SECTION 16. Assignment of Franchise; Principal Office Location.

(a) The Grantee shall be a legal entity with legal capacity to operate, construct, reconstruct, and maintain garbage, trash, brush and commercial solid waste collection service in the City. Grantee shall maintain a place of business within the City or near enough to the City so that it can fulfill the obligation of its franchise without any unreasonable inconvenience to the public.

(b) This Franchise shall not be leased, assigned or otherwise amended without the approval by City Council.

SECTION 17. Conformity to Constitution, Statutes and City Code.

This Agreement is subject to the applicable provisions of the State and Federal Constitution, Federal laws and regulations, laws of the State of Texas, The Charter of the City of Galveston, and The City Code, as these laws may now read or hereinafter be amended. This Franchise shall in no way affect or impair the rights, obligations, or remedies of the parties under the Public Utility Regulatory Act of Texas, or amendments thereto, or any other applicable state or federal laws.

SECTION 18. Consideration.

(a) The Grantee hereby agrees to pay to the City, at the office of the Director of Finance, thirteen (13%) percent of the gross receipts measured by the waste collection service fees, revenues collected and other income from any source collected from the operation of the waste collection service pursuant to this Franchise with the City of Galveston, which remittance shall be made monthly on or before the 20th day of each calendar month. Such payment shall not release the Grantee from the payment of ad valorem property taxes levied, or to be levied, on property Grantee owns within the City. No application for a franchise will be granted unless Grantee has fully paid and kept current all ad valorem property taxes on property it owns within the City. As further consideration, Grantee agrees to pay unto the City, all transfer station fees as established in Section 15-95 of the Code of the City of Galveston, as amended.

(b) Grantee shall file with the Grantor's Director of Finance simultaneously with each payment, a sworn and certified financial statement clearly showing the gross receipts received by Grantee during the preceding month. This statement shall be filed within twenty (20) days following the end of each month. In addition, the Grantee shall file with the Director of Finance annually, after the expiration of each of the Grantee's fiscal years, a sworn and certified financial statement clearly showing the gross receipts and all components thereof received by the Grantee on an annual basis during the preceding fiscal period. Sales tax collected by the Grantee pursuant to this Agreement shall be reported to the State as being collected within the Galveston city limits to ensure Grantor receives its proportionate sales tax from the State. Grantee is not exempt from ad valorem taxes, special taxes, assessments for public improvements and transfer station fees.

(c) In the event that any franchise payment, due but not received, on or before the applicable dates specified, interest shall be charged from such due date at the annual rate of twelve (12%) percent per annum provided; however, that if this rate should be in excess of the maximum rate authorized by state law the interest rate shall automatically be reduced to the maximum rate authorized by state law.

(d) Billing methods that have the effect of reducing or avoiding the payment of Franchise Fees are prohibited and shall be cause for termination of the Franchise and this Agreement. If the Grantee or the Grantee's employees, agents or representatives use billing methods that are false, misleading or fraudulent for the purpose of reducing or avoiding payment of Franchise fees, they may be subject to penalties as provided for herein, by the City of Galveston and by State and Federal law.

SECTION 19. INDEMNITY / INSURANCE

INDEMNIFICATION. IN ACCORDANCE WITH STATE LAW, THE GRANTEE AGREES TO INDEMNIFY, SAVE AND HOLD THE CITY OF GALVESTON HARMLESS, INCLUDING ITS OFFICERS, AGENTS, EMPLOYEES AND SERVANTS, FROM ANY CLAIMS, ACTIONS, LAWSUITS, PROCEEDINGS, DAMAGES, JUDGMENTS, OR LIABILITIES FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF ANYONE UNDER THE GRANTEE'S SUPERVISION OR CONTROL.

IN THE EVENT OF ANY CAUSE OF ACTION OR CLAIM ASSERTED BY A PARTY TO THIS AGREEMENT OR ANY THIRD PARTY, THE CITY WILL PROVIDE THE GRANTEE WITH TIMELY NOTICE OF SUCH CLAIM, DISPUTE OR NOTICE. THEREAFTER, THE GRANTEE SHALL AT ITS OWN EXPENSE, FAITHFULLY AND COMPLETELY DEFEND AND PROTECT THE CITY AGAINST ANY AND ALL LIABILITIES ARISING FROM THIS CLAIM, CAUSE OF ACTION OR NOTICE.

INDEMNITY FOR INTELLECTUAL PROPERTY: GRANTEE HEREBY WARRANTS THAT THE USE OR SALE OF THE PRODUCTS, MATERIALS AND SERVICES DELIVERED HEREUNDER WILL NOT INFRINGE ON THE RIGHTS OF ANY TRADE SECRETS, PATENT, COPYRIGHT, REGISTERED TRADEMARK, OR OTHER INTELLECTUAL PROPERTY RIGHT COVERING SUCH MATERIALS AND GRANTEE AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY FOR ANY AND ALL COSTS, EXPENSES, JUDGMENTS AND DAMAGES WHICH THE CITY MAY HAVE TO PAY OR INCUR.

INSURANCE REQUIREMENTS: Grantee shall provide all required City of Galveston certificates of coverage and all renewals throughout the duration of the Franchise. For each policy except Workers' Compensation protection, Grantee shall name the City as an additional insured and shall provide that the policy require the insurance carrier to notify the City a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications. Specific details of coverage limits and conditions are listed below.

Required Insurance:

Commercial liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this Agreement. Limits are to be equal to or greater than:

\$1,000,000 Commercial General Liability

2,000,000 general liability (includes products and personal, etc.)

\$1,000,000 fire damage

\$1,000,000 automobile damage

\$500,000 workers compensation or other state-approved program, employer's liability in compliance with the laws of the State of Texas.

Insurance coverage shall be on a "per **occurrence basis with a \$2,000,000 aggregate**".

SECTION 20. Bonds.

1. The Grantee shall provide a Performance Bond to ensure the faithful performance of the terms and conditions of this Agreement. The Surety shall be a surety company duly authorized to do business in the State of Texas. The Grantee shall pay all premiums chargeable for the Performance Bond. The Grantee shall maintain the bond in full force and effect at all times during the term of this Agreement.

2. The Performance Bond must be in the amount of (One Million Five Hundred Thousand) \$1,500,000.00.

SECTION 21. Termination, Forfeiture and Default.

Termination for Convenience – The City of Galveston may terminate the Franchise upon at least ninety (90) days prior written notice for its convenience or for any reason deemed by the City to serve the public interest and/or the City of Galveston may terminate the contract upon thirty (30) days prior written notice for any reason resulting from any governmental law, order, ordinance, regulation, or court order. In no event shall the City be liable for any profits anticipated to be made hereunder by the Grantee should the contract be terminated early.

The Parties may cancel or terminate this Franchise at any time for failure to comply with the terms, conditions, or provisions of this franchise, City Charter, City Code, or state or federal law, in accordance with the following procedure:

1. Should Grantee violate or fail to comply with the terms and provisions of this Franchise or the terms and conditions of any applicable City ordinance over a period of thirty (30) days after the Grantee was duly notified in writing by the City to cease or desist from any such violation or failure to comply, then the Grantee may be deemed to have forfeited and annulled and shall there by forfeit and annul all rights and privileges granted by this franchise.

2. Such forfeiture shall be declared only by a written decision of the City after an appropriate public proceeding before the City Council. All due process requirements shall be met by providing the Grantee with at least fifteen (15) days prior written notice of any public hearing concerning the forfeiture of the franchise and, in addition, fifteen (15) days' notice by publication shall be given of the date, time and place of any public hearing to interested members of the public, which notice shall be paid for by Grantee.

3. The City Council, after full public hearing, may, in its discretion, forfeit the Franchise, or, upon finding a violation, or failure to comply, impose a lesser penalty than forfeiture of this franchise or excuse the violation, or failure to comply upon a showing by Grantee of mitigating circumstances, or upon showing good cause for said violation or failure to comply as may be determined by the Council. City Council, may declare said Franchise forfeited and may exclude the Grantee from further use of the streets of the City of Galveston under said Franchise forfeited and said Grantee shall thereupon immediately surrender all rights in and under the same and said franchise shall become null and void and no effect.

4. Grantee shall have the right to appeal any finding of violation or failure to comply that result in a forfeiture of the Franchise to any court of competent jurisdiction sitting in Galveston County, Texas, within thirty (30) days from the date of the City Council's decision, or the right to appeal is waived.

5. If after 90 days' notice by the City to Grantee to remove/collect their containers, and Grantee fails to collect their containers, it is understood and agreed that the City has the right but is not required, to remove, and sell said containers at any public auction to recover the removal and storage fees. Any excess proceeds after sale shall be remitted to Grantee.

SECTION 22. Retention of Rights by City. The City of Galveston, in granting this Franchise, fully retains and reserves all the rights, privileges, and immunities that it now has under the law to fully patrol and police the streets, alleys, and public ways within the city and the granting of this Franchise in no way interferes with the improvements or maintenance, or any other street, alleys, and public ways, and the rights of the Grantee herein to use said streets shall at all times be subservient to the right of the governing body of the City of Galveston to fully exercise its rights or control over said streets, alleys and public ways.

SECTION 23. Amendments. The City of Galveston expressly reserves the right, after due notice to Grantee, to modify, amend, alter, change or eliminate any of the provisions of this Franchise and to impose such additional conditions upon the Grantee as may be just, reasonable and necessary for the purpose of insuring adequate service to the public.

SECTION 24. No Waiver; Penalties

(a) Failure of the City to act upon any violation of any of the terms and conditions of the Franchise Agreement does not excuse or waive the Grantee from complying with any of the terms and conditions of the franchise Agreement.

(b) Grantee's violation or failure to comply with any of the provisions of the Ordinance or this Agreement is subject to a fine of not more than Five Hundred (\$500.00) Dollars and each day any violation or non-compliance continues shall constitute a separate and distinct offense.

(c) The penalty provided herein shall be cumulative of other remedies provided herein and by State and Federal law including, but not limited to, the power to forfeit or terminate this Franchise, the power of injunction or any other equitable remedies as provided by State law and the right to sue for damages which remedies may be exercised in enforcing this ordinance whether or not there has been a criminal complaint filed.

SECTION 25. Taxes. The Grantee shall promptly pay all lawful ad valorem taxes, and such other levies and assessments that may lawfully be imposed upon it. Failure to pay any of such charges or taxes shall be deemed a breach of the Franchise Agreement.

SECTION 26. Applicable Law, Venue and Jurisdiction: This Agreement shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Agreement, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Agreement.

SECTION 27. Entire Agreement: This Agreement and all the terms and provisions contained herein, including without limitation the exhibits hereto, constitute the full and complete agreement between the Parties, and shall supersede and control over any and all prior agreements, understandings, representations, correspondence and statements, whether written or oral. Grantee, by signing this Agreement, acknowledges the City of Galveston is entering into this Agreement in its governmental capacity, and not a proprietary capacity. No changes in the terms of this Agreement shall be binding unless it is in writing and signed by an authorized representative of both parties.

SECTION 28. Attorney's Fees: In the event there is a dispute concerning this Agreement, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

[Signatures on following page]

IN WITNESS WHEREOF, City and Grantee have entered into this Agreement, effective as of the day and year first above written, with the intention of being legally bound hereby.

CITY OF GALVESTON

Grantor:

BFI Waste Services of Texas, LP

Grantee:

By: _____ Date: _____
Brian Maxwell, City Manager

By: _____ Date: _____
_____, General Partner

ATTEST:

Janelle Williams
City Secretary

APPROVED AS TO FORM:

City Attorney's Office

**BY EXECUTION OF THIS AGREEMENT, COMPANY ACKNOWLEDGES
RECEIPT OF A COPY OF THIS FRANCHISE AGREEMENT AND ORDINANCE, AND
HEREBY ACCEPTS THE TERMS OF THE SAME.**

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

On this day, BEFORE ME, personally appeared _____ its General Partner, of BFI Waste Services of Texas, LP., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2018.

Notary Public in and for the State of Texas

EXHIBIT A:

GRANTEE'S PROPOSAL FOR SOLID WASTE COMMERCIAL HAULING SERVICES
WITHIN THE CITY OF GALVESTON

EXHIBIT B:

COMMERCIAL RATE HAULER RATES

EXHIBIT B

DUMPSTER MONTHLY RATES YEAR 1 (10/1/18 - 09/30/19)

Subsequent Years subject to 2.5% Base Rate Escalation

Frequency = times per
week

	1	2	3	4	5	6	7	Extra
2 CY Base Rate	\$ 53.15	\$ 98.51	\$ 140.76	\$ 178.33	\$ 211.21	\$ 239.43	\$ 262.96	\$ 100.00
FRF 20%	\$ 10.63	\$ 19.70	\$ 28.15	\$ 35.67	\$ 42.24	\$ 47.89	\$ 52.59	\$ 20.00
Franchise Fee 13%	\$ 8.29	\$ 15.37	\$ 21.96	\$ 27.82	\$ 32.95	\$ 37.35	\$ 41.02	\$ 15.60
Sales Tax 8.25%	\$ 5.95	\$ 11.02	\$ 15.75	\$ 19.95	\$ 23.63	\$ 26.79	\$ 29.42	\$ 11.19
Total 2 CY Dumpster	\$ 78.02	\$ 144.60	\$ 206.62	\$ 261.77	\$ 310.03	\$ 351.45	\$ 385.99	\$ 146.79
3 CY Base Rate	\$ 68.04	\$ 124.39	\$ 176.06	\$ 220.72	\$ 258.36	\$ 288.99	\$ 312.61	\$ 100.00
FRF 20%	\$ 13.61	\$ 24.88	\$ 35.21	\$ 44.14	\$ 51.67	\$ 57.80	\$ 62.52	\$ 20.00
Franchise Fee 13%	\$ 10.61	\$ 19.40	\$ 27.47	\$ 34.43	\$ 40.30	\$ 45.08	\$ 48.77	\$ 15.60
Sales Tax 8.25%	\$ 7.61	\$ 13.92	\$ 19.70	\$ 24.69	\$ 28.90	\$ 32.33	\$ 34.97	\$ 11.19
Total 3 CY Dumpster	\$ 99.87	\$ 182.59	\$ 258.43	\$ 323.99	\$ 379.24	\$ 424.20	\$ 458.87	\$ 146.79
4 CY Base Rate	\$ 75.13	\$ 134.68	\$ 187.98	\$ 231.94	\$ 266.54	\$ 291.80	\$ 307.69	\$ 100.00
FRF 20%	\$ 15.03	\$ 26.94	\$ 37.60	\$ 46.39	\$ 53.31	\$ 58.36	\$ 61.54	\$ 20.00
Franchise Fee 13%	\$ 11.72	\$ 21.01	\$ 29.32	\$ 36.18	\$ 41.58	\$ 45.52	\$ 48.00	\$ 15.60
Sales Tax 8.25%	\$ 8.40	\$ 15.07	\$ 21.03	\$ 25.95	\$ 29.82	\$ 32.64	\$ 34.42	\$ 11.19
Total 4 CY Dumpster	\$ 110.28	\$ 197.69	\$ 275.93	\$ 340.46	\$ 391.25	\$ 428.32	\$ 451.65	\$ 146.79
6 CY Base Rate	\$ 101.01	\$ 178.63	\$ 246.91	\$ 301.15	\$ 341.36	\$ 367.54	\$ 379.70	\$ 100.00
FRF 20%	\$ 20.20	\$ 35.73	\$ 49.38	\$ 60.23	\$ 68.27	\$ 73.51	\$ 75.94	\$ 20.00
Franchise Fee 13%	\$ 15.76	\$ 27.87	\$ 38.52	\$ 46.98	\$ 53.25	\$ 57.34	\$ 59.23	\$ 15.60
Sales Tax 8.25%	\$ 11.30	\$ 19.98	\$ 27.62	\$ 33.69	\$ 38.19	\$ 41.12	\$ 42.48	\$ 11.19
Total 6 CY Dumpster	\$ 148.27	\$ 262.21	\$ 362.43	\$ 442.05	\$ 501.07	\$ 539.50	\$ 557.35	\$ 146.79
8 CY Base Rate	\$ 119.09	\$ 207.00	\$ 282.44	\$ 339.17	\$ 377.21	\$ 396.53	\$ 397.15	\$ 100.00
FRF 20%	\$ 23.82	\$ 41.40	\$ 56.49	\$ 67.83	\$ 75.44	\$ 79.31	\$ 79.43	\$ 20.00
Franchise Fee 13%	\$ 18.58	\$ 32.29	\$ 44.06	\$ 52.91	\$ 58.84	\$ 61.86	\$ 61.96	\$ 15.60
Sales Tax 8.25%	\$ 13.32	\$ 23.16	\$ 31.60	\$ 37.94	\$ 42.20	\$ 44.36	\$ 44.43	\$ 11.19
Total 8 CY Dumpster	\$ 174.81	\$ 303.85	\$ 414.59	\$ 497.86	\$ 553.70	\$ 582.05	\$ 582.96	\$ 146.79
10 CY Base Rate	\$ 129.38	\$ 235.37	\$ 317.98	\$ 377.21	\$ 413.06	\$ 425.52	\$ 414.60	\$ 100.00
FRF 20%	\$ 25.88	\$ 47.07	\$ 63.60	\$ 75.44	\$ 82.61	\$ 85.10	\$ 82.92	\$ 20.00
Franchise Fee 13%	\$ 20.18	\$ 36.72	\$ 49.60	\$ 58.84	\$ 64.44	\$ 66.38	\$ 64.68	\$ 15.60
Sales Tax 8.25%	\$ 14.47	\$ 26.33	\$ 35.57	\$ 42.20	\$ 46.21	\$ 47.60	\$ 46.38	\$ 11.19
Total 10 CY Dumpster	\$ 189.91	\$ 345.49	\$ 466.75	\$ 553.70	\$ 606.32	\$ 624.61	\$ 608.58	\$ 146.79

FRF

Calculated as Base Rate X 20%

Franchise Fee

Calculated as Base Rate + FRF X 13%

Sales Tax (State & Local)

Calculated as Base Rate + FRF + Franchise Fee X 8.25%

EXHIBIT B

INDUSTRIAL MONTHLY RATES

Industrial 5 Year Proposal:

Haul Rate:	\$ 293.00
Disposal for Ton:	\$ 46.50
Compactor Rental:	\$ 400.00
Open Top Rental:	\$ 50.00
Plus FRF, Franchise Fee & Sales Tax	

EXHIBIT B

COMPACTOR MONTHLY RATES

Frequency = times per week		Year 1	Year 2	Year 3	Year 4	Year 5
Escalation 2.	2X		\$ 7.77	\$ 7.97	\$ 8.17	\$ 8.37
3 CY		\$ 310.97	\$ 318.74	\$ 326.71	\$ 334.88	\$ 343.25
FRF 20%		\$ 62.19	\$ 63.75	\$ 65.34	\$ 66.98	\$ 68.65
Franchise Fee 13%		\$ 48.51	\$ 49.72	\$ 50.97	\$ 52.24	\$ 53.55
Sales Tax 8.25%		\$ 34.79	\$ 26.30	\$ 26.95	\$ 27.63	\$ 28.32
Total 3 CY Compactor		\$ 456.46	\$ 458.51	\$ 469.98	\$ 481.73	\$ 493.77
Escalation 2.5% Beginning Year 2			\$ 11.75	\$ 12.04	\$ 12.34	\$ 12.65
4 CY	3X	\$ 469.96	\$ 481.71	\$ 493.75	\$ 506.10	\$ 518.75
FRF 20%		\$ 93.99	\$ 96.34	\$ 98.75	\$ 101.22	\$ 103.75
Franchise Fee 13%		\$ 73.31	\$ 75.15	\$ 77.03	\$ 78.95	\$ 80.92
Sales Tax 8.25%		\$ 52.57	\$ 39.74	\$ 40.73	\$ 41.75	\$ 42.80
Total 4 CY Compactor		\$ 689.84	\$ 692.94	\$ 710.26	\$ 728.02	\$ 746.22
Escalation 2.5% Beginning Year 2			\$ 15.43	\$ 15.82	\$ 16.21	\$ 16.62
6 CY	3X	\$ 617.27	\$ 632.70	\$ 648.52	\$ 664.73	\$ 681.35
FRF 20%		\$ 123.45	\$ 126.54	\$ 129.70	\$ 132.95	\$ 136.27
Franchise Fee 13%		\$ 96.29	\$ 98.70	\$ 101.17	\$ 103.70	\$ 106.29
Sales Tax 8.25%		\$ 69.05	\$ 70.78	\$ 53.50	\$ 54.84	\$ 56.21
Total 6 CY Compactor		\$ 906.07	\$ 928.72	\$ 932.90	\$ 956.22	\$ 980.12

FRF Calculated as Base Rate X 20%

Franchise F Calculated as Base Rate + FRF X 13%

Sales Tax (\$ Calculated as Base Rate + RFR +Franchise Fee X 8.25%

EXHIBIT B

INDUSTRIAL MONTHLY RATES

Industrial 5 Year Proposal:

Haul Rate:	\$ 293.00
Disposal for Ton:	\$ 46.50
Compactor Rental:	\$ 400.00
Open Top Rental:	\$ 50.00
Plus FRF, Franchise Fee & Sales Tax	

EXHIBIT C

CURBSIDE-RESIDENTIAL RECYCLING RATES DURING OPTION PERIOD

EXHIBIT C

PROJECTED CURBSIDE RECYCLING FEES
1 Issued Recycling Cart Only
2.5% Escalation Each Year After Year 1

Year	Escalation	Monthly Fee	Sales Tax	Cost per account	# of Accounts:	Total Cost
Year 1		\$ 10.00	\$ 0.83	\$ 10.83	21,500.00	\$ 232,737.50
Year 2	\$ 0.25	\$ 10.25	\$ 0.85	\$ 11.10	21,500.00	\$ 238,555.94
Year 3	\$ 0.26	\$ 10.51	\$ 0.87	\$ 11.37	21,500.00	\$ 244,519.84
Year 4	\$ 0.26	\$ 10.77	\$ 0.89	\$ 11.66	21,500.00	\$ 250,632.83
Year 5	\$ 0.27	\$ 11.04	\$ 0.91	\$ 11.95	21,500.00	\$ 256,898.65

**Additional fees will be applied for additional recycling carts.

EXHIBIT D

FORM OF CUSTOMER CONTRACT



INVOICE TO		SITE LOCATION	
CUSTOMER		SITE	
NAME		NAME	
ATTN:		ADDRESS	
ADDRESS		CITY	
		STATE	
		ZIP CODE	
		TEL. NO.	FAX NO.
		AUTHORIZED BY:	TITLE
		CONTACT	TITLE

AGREEMENT NUMBER
ACCOUNT NUMBER 855 -
EMAIL

NO	CONT. GRP	TYPE	SIZE	C	QTY	ACCT. TYPE	CO	SERV. FREQUENCY	EST. LIFTS	S	P.O. REQ	RECP. REQ	LF CODE	OPEN/ CLOSE DATE	LIFT CHARGE	MONTHLY SERVICE	EXTRA LIFT	DISP RATE	ADDITIONAL CHARGES	ONE TIME CHARGES	TCRC GRP
																				Exchange Spare Parts Recondition Removal	

The undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer.

FILE

16

BY:

AUTHORIZED SIGNATURE)

3711

(AUTHORIZED SIGNATURE)

CUSTOMER NAME (PLEASE PRINT)

DATE OF AGREEMENT

TERMS AND CONDITIONS

This Customer Service Agreement is made between BFI Waste Services of Texas, LP DBA Allied Waste Houston Services Group, Republic Services of Houston ("Company") and the customer listed on the order form ("Customer"). By using our website to submit the order form and checking the box to agree to this Customer Service Agreement, you are electronically signing and agreeing to the following Terms and Conditions (together with the online order form and confirmation, the "Agreement")

SERVICES. Customer grants to Company the exclusive right to collect, transport, and dispose of or recycle all of Customer's non-hazardous solid waste materials (including Recyclable Materials) (collectively, "Waste Materials"), and Company agrees to furnish such services as permitted by Applicable Laws.

TERM, THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE DATE ON WHICH SERVICE UNDER THIS AGREEMENT COMMENCES AND CONTINUE FOR 36 MONTHS. THEREAFTER, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 36 MONTH TERMS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS BEFORE THE END OF THE THEN CURRENT TERM. ANY NOTICE OF TERMINATION UNDER THIS AGREEMENT BY CUSTOMER SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND ACTUALLY RECEIVED BY COMPANY.

WASTE MATERIALS. The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEY'S FEES) (COLLECTIVELY, "LOSSES") RESULTING FROM THE INCLUSION OF EXCLUDED WASTE IN THE WASTE MATERIALS.

TITLE. Company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company.

CONTINUED ON NEXT PAGE

TERMS AND CONDITIONS (Continued from previous page)

PAYMENT. Customer shall pay Company for the services and equipment furnished by Company at the rates provided in this Agreement. Customer shall pay all taxes, fees and other governmental charges assessed against or passed through to Company (other than income or real property taxes). Customer shall pay such fees as the Company may impose from time to time by notice to Customer (including, by way of example only, late payment fees, administrative fees and environmental fees), with Company to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Customer shall pay Company: (a) a fee of \$50 (which Company may increase from time to time by notice to Customer) for each check submitted by Customer that is an insufficient funds check or is returned or dishonored; and (b) fuel/environmental recovery fees in the amount shown on each of Company's invoices, which amount Company may increase or decrease from time to time by showing the amount on the invoice. Customer shall pay Company within 20 days after the date of Company's invoice. At any time after Company becomes concerned about Customer's creditworthiness or after Customer has made any late payment, Company may request, and if requested Customer shall pay, a deposit in an amount equal to one month's charges under this Agreement.

RATE ADJUSTMENTS. Company may, from time to time by notice to Customer, increase the rates provided in this Agreement to adjust for any increase in: (a) disposal costs; (b) transportation costs due to a change in location of Customer or the disposal or recycling facility used by Company; (c) the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services), U.S. City Average; (d) the average weight per cubic yard of Customer's Waste Materials above the number of pounds per cubic yard upon which the rates provided in this Agreement are based as indicated on the cover page of this Agreement; (e) recycling sorting, processing and related costs; (f) costs related to Customer's failure to separate Recyclable Materials from other Waste Materials, the contamination of the Recyclable Materials, or other decreases in the value of the Recyclable Materials; or (g) Company's costs due to changes in Applicable Laws. Company may increase rates for reasons other than those set forth above with Customer's consent, which may be evidenced verbally, in writing or by the parties' actions and practices.

SERVICE CHANGES. The parties may change the type, size or amount of equipment, the type or frequency of service, and correspondingly the rates by agreement of the parties, which may be evidenced verbally, in writing or by the parties' actions and practices. This Agreement shall apply to any change of location of Customer within the area in which Company provides collection and disposal services.

RECYCLABLE MATERIALS. This section applies in the event Company has expressly agreed to remove and transport Recyclable Materials (material that Company determines can be recycled typically including, without limitation, aluminum cans (UBC - Used Beverage Containers), cardboard (free of wax), ferrous metal cans, mixed office paper, newspaper and plastics containers) to a material recovery facility, recycling center or similar facility. Customer agrees that Company in its sole discretion may determine any single load is contaminated and may refuse to collect it or may charge Customer for any additional costs, including (but not limited to) sorting, processing, transportation and disposal costs. Customer shall comply with all Applicable Laws regarding the separation of solid waste from Recyclable Materials and use of its best efforts to not place items in the container that may result in the decrease in the value of Recyclable Materials or make the Recyclable Materials unsuitable for recycling.

RESPONSIBILITY FOR EQUIPMENT; ACCESS. Any equipment Company furnishes shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. **CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY FROM AND AGAINST ALL LOSSES ARISING FROM ANY INJURY OR DEATH TO PERSONS OR LOSS OR DAMAGE TO PROPERTY (INCLUDING THE EQUIPMENT) ARISING OUT OF CUSTOMER'S USE, OPERATION OR POSSESSION OF THE EQUIPMENT.** Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access.

DAMAGE TO PAVEMENT. Company shall not be responsible for any damages to Customer's pavement, curbing or other driving surfaces resulting from Company providing service at Customer's location.

SUSPENSION. If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste Materials until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

TERMINATION. In addition to its above suspension rights, Company may terminate this Agreement immediately by written notice to Customer if (a) any of the information contained in any credit application submitted to Company in connection with this Agreement is untrue or (b) Customer breaches this Agreement and fails to cure such breach within 10 days after Company gives Customer written notice of the breach. Company's failure to suspend service or terminate this Agreement when Customer fails to timely pay or otherwise breaches this Agreement shall not constitute a waiver of Company's right to suspend service or terminate this Agreement for any future failure to pay or other breach.

PAYMENT UPON TERMINATION. If Customer terminates this Agreement before its expiration other than as a result of a breach by Company, or if Company terminates this Agreement as a result of a breach by Customer (including nonpayment), Customer shall pay Company an amount equal to the most recent month's monthly charges multiplied by the lesser of (a) six months or (b) the number of months remaining in the term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

ASSIGNMENT. Customer shall not assign this Agreement without Company's prior written consent, which Company shall not unreasonably withhold. Company may assign this Agreement without Customer's consent.

EXCUSED PERFORMANCE. Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement.

ATTORNEYS' FEES. If any litigation is commenced under this Agreement, the successful party shall be entitled to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.

MISCELLANEOUS. If service to Customer includes Container Refresh, Customer is limited to requesting one exchange of each participating container every twelve months of paid enrollment; any additional exchange is subject to Company's standard container exchange fee. Customer agrees that during any enrollment year in which Customer receives an exchange under the program, any service change request by Customer to cancel Container Refresh will not be effective until Customer completes payment for twelve (12) consecutive months of enrollment in the program. Company reserves the right, in its sole discretion, to suspend or cancel the Container Refresh program. This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Agreement. Company shall have no confidentiality obligation with respect to any Waste Materials. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted assigns. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

Customer
Signature: _____

Date: _____



INVOICE TO		SITE LOCATION	
CUSTOMER		SITE	
NAME		NAME	
ATTN:		ADDRESS	
ADDRESS		CITY	
		STATE	
		ZIP CODE	
		TEL. NO.	FAX NO.
		AUTHORIZED BY:	TITLE
		CONTACT	TITLE

AGREEMENT NUMBER
ACCOUNT NUMBER
EMAIL

[illegible]

The undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer.

BY: _____	BY: _____	TITLE: _____	TITLE: _____
(AUTHORIZED SIGNATURE)		(AUTHORIZED SIGNATURE)	
CUSTOMER NAME (PLEASE PRINT)		DATE OF AGREEMENT	

TERMS AND CONDITIONS

This Customer Service Agreement is made between BFI Waste Services of Texas, LP DBA Allied Waste Houston Services Group, Republic Services of Houston ("Company") and the customer listed on the order form ("Customer"). By using our website to submit the order form and checking the box to agree to this Customer Service Agreement, you are electronically signing and agreeing to the following Terms and Conditions (together with the online order form and confirmation, the "Agreement")

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Customer
Signature: _____

Date: _____

ORDINANCE NO. 18-____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS AMENDING THE 2015 GALVESTON LAND DEVELOPMENT REGULATIONS, BY AMENDING ARTICLE 9: SECTION 9.501, PROTECTION OF EXISTING TREES AND SECTION 9.502, TREE REPLACEMENT; TO INCLUDE PALM TREES IN THE DEFINITION OF TREES, PROVIDE A HEIGHT REQUIREMENT FOR SIGNIFICANT PALMS, PROVIDE AN EXEMPTION FOR TREES BEING REMOVED FOR AGRICULTURAL PURPOSES, PROVIDE SPECIFIC GUIDANCE ON MITIGATION, AND PROVIDE EXEMPTIONS FROM MITIGATION REQUIREMENTS; PLANNING CASE NUMBER 18ZA-004; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, on March 5, 2015, City Council adopted the 2015 Galveston Land Development Regulations, including Article 9: Landscaping ; and,

WHEREAS, the Planning Commission, at its regular meeting of May 8, 2018, voted unanimously to recommend approval of the text amendment request as set forth in **Exhibit 1**; and,

WHEREAS, Staff, is requesting a text amendment to amend Article 9 “Landscaping” of the 2015 Galveston Land Development Regulations to address the regulations governing Tree protection and Tree replacement; and,

WHEREAS, Staff, recommends in its staff report, approval of the text amendment to Article 9, “Landscaping” of the Galveston Land Development Regulations to include palm trees in the definition of trees, provide a height requirement for significant palms, provide an exemption for trees being removed for agricultural purposes, to provide specific guidance on mitigation, and to provide exemptions from mitigation requirements; and

WHEREAS, after public notice and hearing as required by law, the City Council finds that it is in the public’s interest to approve the text amendment for protections for existing trees and tree replacement.

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

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

SECTION 2. In accordance with the City of Galveston 2011 Comprehensive Plan, the City Council of the City of Galveston hereby amends the 2015 Galveston Land

Development Regulations Article 9: Landscaping, as more fully described in the staff report, attached herein and labeled as Exhibit One.

SECTION 3. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

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

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

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

APPROVED AS TO FORM:

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 21st day of June, 2018, as the same appears in records of this office.

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

Secretary for the City Council
of the City of Galveston



18ZA-004

STAFF REPORT

APPLICANT:

City of Galveston

REQUEST:

Text Amendment

APPLICABLE ZONING LAND USE REGULATIONS:

Article 9, Division 9.500: Tree Preservation

PROPOSED TEXT AMENDMENT:

To add protections for palm trees and clarification on required mitigation

EXHIBITS:

A – Proposed text amendments

STAFF:

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

Background:

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

At the October 12, 2017 Workshop, the City Council discussed including palm trees as a protected tree. The Tree Committee was instructed to review and bring forward a recommendation to City Council. The Tree Commission discussed at the following meetings: October 24, 2017, November 20, 2017, January 23, 2018, February 27, 2018, March 27, 2018, and April 24, 2018.

Executive Summary:

The Tree Committee has been working on revisions to the Tree Protection section of the Land Development Regulations (LDR) since the Fall of 2017. At their March 27, 2018 meeting, the Committee voted to recommend the following modifications to the LDR:

1. Include palm trees in the definition of trees. While commonly referred to as trees, palm trees are technically classified as a grass. Due to the fact that palm trees are not technically trees, the Tree Protection section of the LDR do not apply. The purpose of adding palm trees into the definition of trees is to extend protections to include palms.
2. Provide a height for significant palm trees. The draft revisions establish 14 feet as the height a palm must be to be considered a “significant tree” and to have protection from removal.
3. Provide an exemption for trees being removed for agricultural purposes from the Tree Protection requirements. This will allow for the removal of trees that are specifically being grown for agricultural reasons from the removal and mitigation requirements.
4. Mitigation. Provide more specific guidance on appropriate mitigation measures when trees are removed.
5. Provide exemptions from the mitigation requirements. Currently, the code requires mitigation for all tree removals regardless of the reason for removal. The draft revisions provide an exemption for mitigation in the case of removal of a tree when the tree is dead or dying, or being removed for safety reasons.

Criteria for Text Amendments:

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

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

1. The proposed amendment will help to implement the adopted City of Galveston 2011 Comprehensive Plan or if it involves a topic that is not addressed or not fully developed in the City of Galveston 2011 Comprehensive Plan, the proposed amendment will not impair the implementation of the adopted City of Galveston 2011 Comprehensive Plan and other adopted special-area and special-topic plans when compared to the existing regulations.
2. The proposed amendment is consistent with the stated purposes of these regulations.
3. The proposed amendment will maintain or advance the public health, safety, or general welfare.
4. The proposed amendment will help to mitigate adverse impacts of the use and development of land on the natural or built environment, including, but not limited to mobility, air quality, water quality, noise levels, storm water management, wildlife protection, and vegetation or will be neutral with respect to these issues.
5. The proposed amendment will advance the strategic objectives of the City Council such as fiscal responsibility, efficient use of infrastructure, public services, and other articulated City objectives.

Consideration for Text Amendments

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

Purposes: Text amendment proposals shall serve the following purposes:

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

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

1. The Comprehensive Plan and related plans;
2. Current conditions and the character of current uses and structures in

each district;

3. The most desirable use for which the land in each district is adapted;

4. The conservation of property values throughout the jurisdiction; and

5. Responsible development and growth.

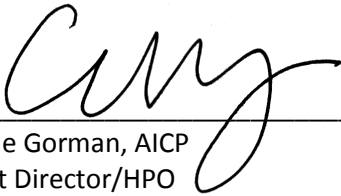
Other Reviews

Planning Commission reviewed at their regular meeting of May 8, 2014 and recommended approval. The vote was unanimous.

Staff Recommendation

Staff recommends approval of the request as submitted

Respectfully Submitted,



Catherine Gorman, AICP
Assistant Director/HPO

June 8, 2018

Date

Division 9.500 Tree Preservation

SEC. 9.501 PROTECTION OF EXISTING SIGNIFICANT TREES

A. Generally. Sites shall be designed to preserve existing trees and tree stands that are considered “significant” as provided in this Section. Although not included in this Section, small trees provide benefits to the community as well. Species such as Yaupon, Possumhaw, Flameleaf Sumac, Wax Myrtle, and Redbud are native to the Island and Texas and highly adapted to the coastal environment. Small trees such as these with a 3 inch diameter at breast height (DBH) of the largest stem are encouraged to be preserved and are eligible for planting credits in Table 9.303, Mature Tree Preservation Standards.

For the purposes of this Division:

1. A tree is any self-supporting woody perennial plant, usually having a single main axis or trunk that has a diameter at breast height (DBH) of two or more inches with a minimum height of twelve feet above grade. Palms shall have a minimum height of 14 feet in order to be classified as a tree. Palm height shall be measured from ground level to the base of the growth point. This definition excludes plants which are defined as shrubs, hedges, vines, or ground covers.

2. A significant tree has a diameter at breast height (DBH) of 10 inches or greater. To be classified as a significant tree, a palm shall have a height of 14 feet measured from ground level to the base of the growth point; and

~~23~~ 3. A significant tree stand is a group of trees with interconnected canopies that cover a total of at least 10,000 square feet of ground area.

B. Removal of Significant Trees and Stands of Trees. The City Manager or City Arborist, if applicable, may approve the removal of a significant tree or tree stand if it is demonstrated that:

1. No reasonable alternative site design at the same development intensity could be approved that:
 - a. Would preserve the tree(s);
 - b. If large-scale preservation is not possible, would preserve the largest of the trees; or
 - c. If protection of the largest tree(s) is not possible, would preserve a greater number of trees than the proposed development design.
2. It is located within 10 feet of an approved building footprint of new construction or addition;
3. It is located within 6 feet of a utility easement and would interfere with the use of the easement as determined by the City Engineer;
4. It is located within 8 feet of an approved outdoor recreation area that by its nature requires the removal of the trees, such as ball fields;
5. It is ordered removed by the City Manager for other emergency reasons;
6. It is being grown and removed for agricultural purposes; or
- ~~67~~ 7. It is certified to the City by an International Society of Arboriculture Certified Arborist or degreed Forester as having one or more of the following conditions:

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

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

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

SEC. 9.502 TREE REPLACEMENT

A. Generally. The removal of significant trees or tree stands must be mitigated. All requests for the removal of significant trees or tree stands shall be accompanied by a tree mitigation plan. Mitigation shall be achieved by the planting of the same number of caliper inches removed, payment to the tree mitigation fund, or combination thereof.

B. Tree Replacement Required. Significant trees or tree stands that are approved for removal shall be replaced based on one caliper inch of tree planted for one caliper inch of tree removed. All replacement shall occur on the property on which the removal occurred. All new tree species shall be from among tree species on a City approved plant list.

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

The tree replacement chart, below, shall be used to determine the total number and size of trees that shall be planted as replacement trees for all trees permitted to be removed. The replacement trees are based on the diameter in inches (DBH) of the trees to be removed. To determine the required replacement trees, calculate the total sum in inches of the diameters of all trees to be removed. This sum will result in one (1) single number in inches that represents the combined total of the diameters of all trees to be removed. Diameter measurement shall be rounded up to the nearest inch.

<u>Total diameter of tree(s) to be removed (Sum of inches at DBH)</u>	<u>Total number of replacement trees required (2" DBH minimum each: 12' minimum height) required</u>		<u>Total number of replacement trees required (4" DBH minimum each: 16' minimum height) required</u>
<u>10"-12"</u>	<u>4</u>	<u>or</u>	<u>2</u>
<u>13"-18"</u>	<u>6</u>	<u>or</u>	<u>3</u>
<u>19"-24"</u>	<u>8</u>	<u>or</u>	<u>4</u>
<u>25"-30"</u>	<u>10</u>	<u>or</u>	<u>5</u>
<u>31"-36"</u>	<u>12</u>	<u>or</u>	<u>6</u>
<u>37"-42"</u>	<u>14</u>	<u>or</u>	<u>7</u>
<u>43"-48"</u>	<u>16</u>	<u>or</u>	<u>8</u>
<u>49"-60"</u>	<u>20</u>	<u>or</u>	<u>10</u>

Up to 30 percent of the two-inch DBH replacement tree requirement may be met by native species with a minimum height of eight feet and a minimum DBH of one inch at time of planting.

Palms of a 14-foot minimum overall height and minimum DBH of three inches at time of planting shall count as a required two-inch DBH replacement tree on the basis of two palms per required tree. No more than 30 percent of the required replacement trees shall be palms.

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

1. \$125 per caliper inch of tree removed for 10 inch DBH to 12 inch DBH caliper trees.
2. \$200 per caliper inch of tree removed for over 12 inch DBH caliper trees.

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

E. Exempted Trees. Trees that are being grown and removed for agricultural purposes; or trees that are certified to the City by an International Society of Arboriculture Certified Arborist or degreed Forester as having one or more of the following conditions are exempted from the tree replacement requirements of this section:

- a. Unhealthy or structurally unsound;
- b. Damaged by natural causes beyond the point of recovery;
- c. Diseased beyond the point of recovery;

d. Poses a threat to the public and must be removed as a safety measure; or

e. No longer living.

ORDINANCE NO. 18-_____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING THE 2015 GALVESTON LAND DEVELOPMENT REGULATIONS (LDRS), AS AMENDED, TO UPDATE, REVISE AND CLARIFY CERTAIN PROVISIONS REGULATING LAND DEVELOPMENT WITHIN THE CITY; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; PLANNING CASE NUMBER 17ZA-004.

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

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

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

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

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

WHEREAS, the Planning Commission at its regular meeting of May 8, 2018, voted to recommend City Council approve or adopt the final Revisions List (**Exhibit A**) which contain those LDR revisions that have been vetted by the Planning Commission, the Chamber of Commerce and the public; and,

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

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

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

SECTION 2. In accordance with the City of Galveston 2011 Comprehensive Plan, the City Council of the City of Galveston hereby amends the 2015 Galveston Land Development Regulations, as amended, to update, revise and clarify those provisions regulating land development activity within the city, and other similar provisions related to land development in substantially the same form as more fully described in the staff report, herein and the Revisions List - **Exhibit A**.

SECTION 3. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 4. This Ordinance amends the 2015 Galveston Land Development Regulations and all Ordinances or parts thereof in conflict with this Ordinance are repealed to the extent of this limited conflict only, and all other provisions of the ordinances of the City of Galveston remain in full force and effect.

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

SECTION 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 June 21, 2018, as the same appears in records of this office.

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

Secretary for the City Council
of the City of Galveston



17ZA-004

STAFF REPORT

APPLICANT:

City Staff

REQUEST:

Request for a text amendment to the Galveston Land Development Regulations to provide for revisions to the document.

APPLICABLE ZONING LAND USE

REGULATIONS:

Complete Document

EXHIBITS:

A – Revisions List
B – Draft Revisions

STAFF:

Adriel Montalvan
Senior Projects Manager
409-797-3645
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Background

On March 5, 2015, the City Council adopted the Land Development Regulations (LDR) which replaced the 1991 Zoning Standards. While the document has proven to be an effective tool in administering zoning regulations, it requires additional refining to achieve a set of guidelines that more closely align with the needs of the citizens of Galveston. In working with the public, design professionals, and other stakeholders over the past three years, staff has identified and compiled a list of revisions (see Exhibit A) necessary to better implement and manage the regulations responsible for development activity within the City.



LAND DEVELOPMENT REGULATIONS of 2015

Executive Summary

Since the adoption of the LDR in March of 2015, staff has identified revisions to the document which are drafted and summarized in Exhibits A and B, respectively. Please refer to the exhibits for more details regarding this request.

Text Amendment Process

Per Section 13.701 of the LDR, the Planning Commission must hold at least two public hearings on text amendment proposals. Following the second hearing, the Planning Commission shall make a final report/recommendation to City Council.

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

**Consideration for Text
Amendments (Sec. 13.2)**

Purposes: Text amendment proposals shall serve the following purposes:

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

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

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

LAND DEVELOPMENT REGULATIONS (LDR) REVISIONS						
Policy Revisions						
	Code Section	Revisions	PC Recommendation - Oct. 2017	Chamber of Commerce Comments	General Public Comments	PC Recommendation - May 2018
1	2.324	Omission of excavation standards – Should it be in LDR?	PC recommended to include it in the LDR.	This Section has been deleted due to the fact that staff has been working with the Park Board and other groups to re-word this Section; however, the Chamber of Commerce has the following general comments: The beach replenishment portion needs to be struck because it could jeopardize federal and state funding as well as stymie beach nourishment efforts. This includes limitations and prohibitions to terrestrial sites for sand sourcing. <u>Comment 2</u> : Dredging needs to be struck from this section. <u>Comment 3</u> : Bonding is unnecessary. <u>Comment 4</u> : Reclamation plans are redundant to a planned and platted excavation as a part of a development plan. <u>Comment 5</u> : Generally, the section is broad and overreaching. It will create confusion and unnecessarily increase costs and compliance work.	None	PC modified its original recommendation by changing the excavation process from the requirement of a SUP to a Limited use process with applicable standards. The standards were also modified by clarifying certain definitions and rearranging its sections for ease of use and implementation. Other minor adjustments were also made.
2	Article 3 – Commercial Addendum & Sec. 8.302	Parking location in the Commercial district is currently limited to the rear of the building. Is this appropriate?	PC recommended to keep parking in the rear, but to provide the Director the ability to approve an alternative parking layout/location when parking in the rear not feasible.	In addition to PC's recommendation, The Chamber of Commerce is recommending to add "not to be unreasonably withheld" in reference to the Director's ability to approve an alternate parking layout/location.	None	Per original recommendation.
3	Article 4 - Sec. 4.101	Need for acreage requirement in the PUD Overlay Zoning Districts. Originally designed for 5 acres minimum requirement, but eliminated during LDR adoption process.	PC recommended one-half acre.	Chamber of Commerce recommends 5,000 sq. ft.	None	PC modified its original recommendation to 10,000 sq. ft.
General Revisions and Addition of New Language						
	Code Section	Revisions	PC Recommendation - Oct. 2017	Chamber of Commerce Comments	General Public Comments	PC Recommendation - May 2018
1	Use Table 2.201	Change Accessory Dwelling Unit to Limited in R-1 - only district that is permitted by right. Add as Limited use in Central Business.	Approval as drafted.	Should be a Permitted use "P" in R-1.	None	Per original recommendation.
2	Use Table 2.201	Change Commercial Amusement/Recreation Indoor from Prohibited to limited “L” in Light Industrial, and Permitted “P” in Heavy Industrial. This change would allow for uses such as an indoor gun range to operate in those districts.	Approval as drafted.	Table needs a "non-commercial" indoor and outdoor amusement designation in R-1 with an "L" to be consistent with staff chart language.	None	Per original recommendation.
3	Use Table 2.201	Eliminate Single family attached land use and separate into two categories – Duplex and Townhouse.	Approval as drafted.	Duplex should be a Permitted use "P" in R-1.	Duplex should be prohibited in R-3.	Per original recommendation.
4	Use Table 2.201	Add Condominium as a separate land use to distinguish from Multi-family land use.	Approval as drafted.	Condominiums should be a Permitted use "P" in R-2 and UN.	None	Per original recommendation.
5	Use Table 2.201	Add new land use for Family Care Facility.	Approval as drafted.	Should be a Limited use "L" in: R-2, R-3, MF, UN, NS, TN, C, CB, Res/Rec, and LI.	None	Per original recommendation.
6	Use Table 2.201	Add new land use for Boat Repair Facility and create limited standards.	Approval as drafted.	Should be a Permitted use "P" in Commercial and Res/Rec.	None	Per original recommendation.
7	Use Table 2.201 & 2.306	Allow Agriculture/Urban Farming as a limited use in the R-1 district and create limited standards.	Approval as drafted.	Should be a Limited use "L" in: R-2, R-3, MF, UN, TN, C, and CB. Comment 2: Modify Limited Standard to allow the use to be conducted on lots with 1 acre of land for all zoning districts in which the use is Limited.	None	Per original recommendation.
8	Use Table 2.201 & 2.312	Add new land use for Boat Sales or Rental and create limited standards.	Approval as drafted.	Should be a Permitted use "P" in Commercial, Res/Rec, and LI.	None	Per original recommendation.

Code Section		Revisions	PC Recommendation - Oct. 2017	Chamber of Commerce Comments	General Public Comments	PC Recommendation - May 2018
9	Use Table 2.201 & 2.325	Replace Music Instruction land use with Fine Arts Instruction and create limited use standards.	Approval as drafted.	Should be a Limited use "L" in R-2 and R-3. <u>Comment 2:</u> Eliminate condition within Limited Standards that prohibit the use in R-0.	None	PC agreed with the second comment from the Chamber of Commerce and modified its original recommendation to eliminate condition within Limited Standards that prohibit the use in R-0.
10	Use Table 2.201, 2.343 & Addendums	Add new land use for Outdoor Storage and create limited standards.	Approval as drafted.	Why is this land use needed? <u>Comment 2:</u> Should be a Permitted use in the Res/Rec, LI, and HI. <u>Comment 3:</u> Delete from addendums the screening requirement of outdoor storage areas accessory to a main use with the exception of the CB district.	None	PC partially agreed with the second comment from the Chamber of Commerce and modified its original recommendation so that the use is permitted as Limited "L" in the Res/Rec zoning district. The Commission also modified the screening requirement for outdoor storage that is accessory to a main use to allow for chain link fencing (LI and HI districts) with slats that achieve a minimum screening of 95 percent opacity, and stipulated that all fences shall not be less than 6 feet nor more than 8 feet in height.
11	2.352	Add new limited standards for Recreation, Indoor – current standards defined the use but do not provide specific standards.	Approval as drafted.	Delete Limited Standards pertaining to hours of operation near residential and screening requirements.	None	Per original recommendation.
12	2.353	Add new limited standards for Recreation, Outdoor – current standards defined the use but do not provide specific standards.	Approval as drafted.	Delete Limited Standards pertaining to hours of operation near residential.	None	PC modified its original recommendation so that the use does not operate between the hours of 10 PM and 6 AM near residential use.
13	2.359 (a)(9)	Refine RV Standards - distance from residential.	Approval as drafted.	West Galveston Island Property Owners Assoc. Board of Directors voted for 300' set back. What about in situations island-wide where this effectively prohibits this property use?	None	Per original recommendation.
14	2.403	Refine retaining wall Standards	Approval as drafted.	Delete "retaining walls may provide a foundation wall for a structure, or may be open above" from the definition of retaining wall. <u>Comment 2:</u> Add "non-decorative retaining walls which can be viewed from the public right-of-way and general public area" to the screening from rights-of-way requirement	None	PC made a minor modification to its original recommendation regarding the definition of a retaining wall, which is to add the word "regardless" in the last sentence of the definition so that it reads: "Retaining walls may provide a foundation wall for a structure, or may be open above regardless if it serves as a retaining wall or not." The Commission also agreed with comment two from the Chamber of Commerce to allow a decorative retaining wall to be erected without the requirement of being screened from public rights-of-way.
15	2.601 (c)(2)	Eliminate the option for the City Manager to have the responsibility to approve barbed wire fences under certain circumstances.	Approval as drafted.	Replace "City Manager" with "Development Services Director" in order to have the responsibility to approve barbed wire fences under certain circumstances as listed in 2.601 (c)(2)(a)and (b)including, "as necessary for agricultural uses."	None	PC modified its original recommendation to allow barbed or razor wire on top of fences for agricultural uses. The title of the subsections was changed to "Safety and Security Consideration."

Code Section		Revisions	PC Recommendation - Oct. 2017	Chamber of Commerce Comments	General Public Comments	PC Recommendation - May 2018
16	2.602	Add language for Outdoor Sales accessory to permanent commercial uses.	Approval as drafted.	Replace "certificate of occupancy (CO)" with "primary business" in the requirement that outdoor sales operation must be entirely a component of the (CO). <u>Comment 2:</u> Delete "outdoor sales shall only be permitted within an area not greater than 10 percent of the gross floor area of the ground floor of the building." Add the following language: "Car lots, Tom Thumbs, Hardware outdoor sales shall be located on a hard and durable surface." <u>Comment 3:</u> Delete "outdoor sales operation shall terminate and merchandise be removed from the outdoor staging areas every day at the close of business or by 11:00 p.m., whichever is earlier" and replace with "the outdoor sales operation shall terminate by 11:00 p.m.	None	PC agreed with the first comment by the Chamber of Commerce and partially agreed with comment two, increasing the outdoor sales area from 10 to 25 percent. The commission also agreed with comment three to terminate all outdoor sales by 11 PM.
17	Article 3 - Commercial Addendum	Add a maximum driveway width under Seawall Boulevard Design Standards.	Approval as drafted.	Do not include a maximum driveway width. Drive in driveways for Papa's Pizza and Gaido - prohibits continual improvement or rebuilds	None	Per original recommendation.
18	5.401	Provide language pertaining to sign material	Approval as drafted.	Delete the following language: "Sign materials shall be designed to complement the original construction materials and architectural style of the building facade to promote an overall unified and aesthetic effect as permitted in the various zoning districts." the following language should remain: "Banner, paper and fabric, and corrugated plastic signs shall not be permitted as an acceptable permanent sign material."	None	Per original recommendation.
19	5.420	Add standards for vertical banners, and allow neighborhood associations as an eligible party to place vertical banners in the City's R.O.W. – LTU requirement is still applicable.	Approval as drafted.	Add "Business Associations" as an eligible party to place vertical banners in the City R.O.W.	None	PC agreed with comment from the Chamber of Commerce allowing for "Business Associations" as an eligible party to place vertical banners in the City R.O.W. (LTU requirement is still applicable).
20	6.701	Provide construction standards for Recreational Vehicle Parks.	Approval as drafted.	Change the requirement of one toilet and one lavatory for every 15 RV sites to one per every 30 sites. <u>Comment 2:</u> Modify the off-street parking requirement within the park (general parking, this is not required parking on each site/lot) to be compensated by adding more parking on each individual site/lot. The current proposal requires that per every six sites/lots there must be one space in a designated parking area or parallel to any private street. <u>Comment 3:</u> Delete entire Sec. 6.710, Permits and Certificates of Occupancy, with the exception of the following language: "Application for Permits: a. Applications for building permits and certificates of occupancy shall be made to the Building Official."	None	Per original recommendation.
21	8.301	Add parking paving requirements, ITE has no paving requirements - just design criteria.	Approval as drafted.	Parking Lot design should comply with "current" edition of the ITE Traffic Engineering Handbook and also add that it should comply with Fair Housing Act as applicable. <u>Comment 2:</u> Add "fibercrete" and "or similar product" to the paving options on private property. <u>Comment 3:</u> Replace "six inches" with "four inches" for the paving options on private property.	None	PC agreed with the first comment by the Chamber of Commerce and changed "6th Edition" of the ITE to "Current Edition." PC also added language so that a parking lot design is compliant with applicable state and federal laws. Paving options on private property was also modified as recommended in comment three of the Chamber of Commerce.

Code Section		Revisions	PC Recommendation - Oct. 2017	Chamber of Commerce Comments	General Public Comments	PC Recommendation - May 2018
22	8.400	Provide amortization period for existing non-paved parking areas.	Approval as drafted.	Extend time period for compliance of existing non-paved parking areas from the proposed date of "Dec. 31, 2018" to "Dec. 31, 2039."	Extend time period for compliance of existing non-paved parking areas from the proposed date of "Dec. 31, 2018" to "Dec. 31, 2019."	PC agreed with the comment made by the general public and modified its original recommendation, so that compliance of existing non-paved parking areas is achieved by Dec. 31, 2019.
23	9.301 (c)	Add language to state that all commercial surface parking lots should have interior landscaping regardless of size.	Approval as drafted.	Delete the following language from Sec. 9.301 (C), Interior Landscaping: "The following interior landscaping is required for all parking lots with 10,000 square feet or more of surface area, and commercial surface parking lots not incidental to main use, irrespective of size." This section needs to be reviewed in its entirety. The interior landscape requirements need further refinement to make clear delineations between different business uses within applicable zoning districts and/or areas of the city. i.e. Seawall Blvd. parking and Galveston Yacht Basin should have different requirements.	None	Per original recommendation.
24	10.400	Add Traditional Neighborhood standards.	Approval as drafted.	Entire Section and addendum needs to be looked at and amended.	None	PC modified its original recommendation to allow for larger carriage houses. Currently, carriage houses are limited to 350 square feet and the PC changed it so that it may be up to 600 square feet.
25	12.300 (b)(1)(f)	Add Beachfront Construction Certificates and Dune Protection Permits to Planning Commission General Powers.	Approval as drafted.	Delete "these regulations" and replace with "Chapter 29 of the Galveston City Code."	None	PC partially agreed with the Chamber of Commerce comment and modified it's original recommendation to eliminate "as provided in these regulations" from the proposed language.
26	13.203 (b)(3),(4) & (5)	Add language to be able to expire Specific Use Permits.	Approval as drafted.	Add the following language to the expiration of a SUP in which a building permit has not been issued after two years of approval : "Unless the specific use permit specifically states otherwise or a natural disaster and/or a state or federal declaration of a natural disaster occurs within such period the SUP will automatically be extended for an additional 2 year period(s)." <u>Comment 2:</u> The timeframe for a SUP to expire if the SUP is discontinued should be "two years" - current proposal expires it after one year. <u>Comment 3:</u> Delete the provision to expire an SUP approved under the 1991 Zoning Standards that did not receive a CO before the adoption of the LDR on March 5, 2015.	None	PC agreed with the first comment from the Chamber of Commerce to allow for one automatic two year extension of a SUP when a state or federal declaration of a natural disaster occurs.
Minor Revisions (e.g. typos, definitions, etc.)						
Code Section		Revisions	PC Recommendation - Oct. 2017	Chamber of Commerce Comments	General Public Comments	PC Recommendation - May 2018
1	2.339	Insert provision stating that limited standards 2 -7 for Multi-family Residential do not apply to existing buildings currently operating as multi-family, unless the property is able to meet the standards. The director makes final determination.	Approval as drafted.	Insert " which will not be unreasonably withheld" by the Development Services Director provision stating that limited standards 2 -7 for Multi-family Residential do not apply to existing buildings currently operating as multi-family, unless the property is able to meet the standards	None	Per original recommendation.
2	9.301 (c)(2)(b)	Change "maximum" to "minimum" in the requirement for parking rooms.	Approval as drafted.	Chamber of Commerce feels that Sec. 9.301, Parking Screening and Landscaping, should be reviewed in its entirety.	None	Per original recommendation.

Code Section		Revisions	PC Recommendation - Oct. 2017	Chamber of Commerce Comments	General Public Comments	PC Recommendation - May 2018
3	12.201 & 12.301	Eliminate "street" and "real property interest" from what Council can approve (General Powers) and PC can recommend in request for abandonment of City rights-of-way.	Approval as drafted.	What is the implication here?	None	Per original recommendation.
4	13.110	Add fee schedule chart for the administration of the LDR.	Approval as drafted.	Is it \$375 per variance? What if multiple variances are needed per project and proposed at the same time? <u>Comment 2</u> : How are all the pricing schedules derived? Sounds expensive on HDDZ, GIS, Plot Plan Reproduction and other categories.	None	Per original recommendation.
5	13.308	Add Notification chart for public notices.	Approval as drafted.	Notice for "Classification of New and Unlisted Use" should be sent to property owners within 200 feet.	None	Per original recommendation.
6	14.102	Expand list of abbreviations and synonyms to include all abbreviated words in LDR.	Approval as drafted.	Add the word "Restricted" to R-0 so that it reads "Restricted Residential, Single-Family."	None	PC modified its original recommendation to rename R-0 zoning district from "Residential, Single-Family" to "Restricted, Single-Family." This change affects the entire document.
7	14.103 – Use Definitions	Define/Redefine the following use terms: Adult Use; Boat; Boat Sales or Rental; Boat Repair Facility, Condominium; Duplex; Family Care Facility; Fine Arts Instruction, Floor Area; Golf Carts, Sales and Service; Heavy Vehicle, Manufactured Home, Watercraft or Aircraft Sales or Rental; Home Based Business; Home-Based Occupation; Library; Multi-family Residential; Nursery or Greenhouse; Outdoor Sales; Outdoor Storage; Parking Lot, Commercial Surface Parking Area; Passenger Motor Vehicle Sales or Rental; Personal Fitness; Professional Services, Instruction or Counseling; Public Safety Facility; Public Utility Facility, Neighborhood; Public Utility Plant; Recreational Vehicle; Research and Testing Laboratory; Retail – Commercial; Stealth Technology; Subordinate; Townhouse; and Window.	Approval as drafted.	Delete "a boat shall not be considered as a recreational vehicle, passenger motor vehicle, seaplane, or similar vehicles" from the "Boat" definition. <u>Comment 2</u> : Replace "three" with "two" in the Condominium definition - a Condominium should be two or more dwelling units in a multiunit building. <u>Comment 3</u> : Delete "or interior" from the "Floor Area" definition in reference to how floor area is measured. <u>Comment 4</u> : Delete "primarily for transporting persons on a golf course" from the "Golf Carts, Sales and Service" definition and also insert "or electric" next to gasoline in reference to powered golf carts needing to remain in auto oriented uses - what does "auto oriented uses" mean? <u>Comment 5</u> : Replace "35 feet" with "46 feet" to distinguish from when the sales or rental of boats is classified as "Heavy Vehicle, Manufactured Home, Watercraft or Aircraft Sales or Rental" use. <u>Comment 6</u> : Add "and work from within the dwelling unit" to the definition of Home-Based Business." <u>Comment 7</u> : Add "will not have additional full time employees that work from the dwelling unit on a day to day basis" to the definition of "Home-Based Occupation." <u>Comment 8</u> : "Townhouse" should mean two or more single family dwelling units that are constructed in a group. Replace "three" with two" and delete "on its own lot" and replace with "but located on their own respective lots." <u>Comment 9</u> : No problem with "Window" definition but this is not on the summary sheet provided by staff. Implications tied to window regs and specs.	None	PC partially agreed with comment four from the Chamber of Commerce and decided it was appropriate to add "or electric" next to gasoline in reference to powered golf carts. The Commissions also agreed with comment five from the Chamber of Commerce and replaced "35 feet" with "46 feet" to distinguish from when the sales or rental of boats is classified as "Heavy Vehicle, Manufactured Home, Watercraft or Aircraft Sales or Rental" use. In addition, the Commission stipulated that it must be "street-legal." However, the Legal Department determined it was vague language and difficult to enforce. The Commission also agreed with comment six from the Chamber of Commerce to add "and work from within the dwelling unit" to the definition of Home-Based Business."
8	Whole Document	Change Home Based Occupation/Business to Home Based Business.	Approval as drafted.	Home Based Business should be Permitted "P" in R-1 and R-2, and Limited "L" in R-0 and R-3.	None	Per original recommendation.

Code Section	Revisions	PC Recommendation - Oct. 2017	Chamber of Commerce Comments	General Public Comments	PC Recommendation - May 2018
General Comments by the Chamber of Commerce: There are many mistakes on the map where properties were improperly zoned and in many cases the owners are not aware of this. At some point, this could have a negative impact on many landowners and residents. The easiest way to resolve many of the problems inherent with the zoning map and how it correlates with the LDR's is to: • Zone water as “water” • Zone parks as “parks” • Zone streets as “streets” and devise a simple plan for zoning districts that are located across the street from one another. We feel strongly that this should not constitute directly abutting zoning districts because they are separated by a street. Further, there needs to be consideration to the type of street as the widths and traffic will vary considerably (ex: FM 3005 compared to 45th street).					

COMMUNITY ARTICLE 1. JURISDICTION AND ZONING DISTRICTS

Division 1.100 Title; Authority; Purposes; Jurisdiction; Construction

SEC. 1.101 TITLE VAGUE

The Land Development Regulations of the City of Galveston, Texas (the City) shall be known and may be cited as “these regulations”.

SEC. 1.102 AUTHORITY

These regulations are adopted pursuant to the authority contained in the U.S. Constitution, the Texas Constitution, the laws of the State of Texas, and the City Charter of the City and in accordance with the *City of Galveston 2011 Comprehensive Plan*.

SEC. 1.103 PURPOSES

- A. **General Purposes.** These regulations provide guidance and standards for the orderly development and redevelopment of land and associated public infrastructure, facilities, and amenities in accordance with the *City of Galveston 2011 Comprehensive Plan* and other adopted plans and policies. Other general purposes include:
1. Promoting the public health, safety, morals, or general welfare;
 2. Promoting the safe, orderly, and healthy development of the municipality; and
 3. Specifically with regard to the zoning regulations herein:
 - a. Lessen congestion in the streets; or
 - b. Secure from fire, panic, and other dangers;
 - c. Provide adequate light and air;
 - d. Prevent terrestrial overcrowding;
 - e. Avoid undue concentration of population; and
 - f. Facilitate the adequate provision of transportation, water, sewers, schools, parks, and other public requirements
- B. **Promotion of the City.** These regulations aim to promote the quality of life of its residents by:
1. Ensuring a predictable and efficient development, review, and approval process;
 2. Maintaining and stabilizing the value of property;
 3. Encouraging the most appropriate uses of land and minimizing conflicts among adjacent and nearby land uses including the protection and enjoyment of public beaches and other natural assets;
 4. Providing for commercial and industrial investment and expansion to promote the City's ongoing economic development;
 5. Promoting decent, affordable housing;
 6. Protecting and preserving places and areas of historical, cultural, or architectural importance and significance;

7. Enhancing circulation within the community, including opportunities for and the safety of biking and walking; and
8. Promoting the City's positive image and esthetics.

C. **Specific Purposes.** Specific purposes of these regulations are set out in individual articles and in some divisions.

SEC. 1.104 JURISDICTION

These regulations apply within the municipal boundaries of the City. Where authorized by state law, certain provisions shall apply to land located within the City's Extraterritorial Jurisdiction (ETJ).

SEC. 1.105 APPLICATION TO GOVERNMENTAL UNITS

To the extent allowed by law these regulations shall apply to all land, buildings, structures, and uses owned by government agencies, including city, county, state, and federal lands within the corporate limits of the City and its ETJ.

SEC. 1.106 CONSTRUCTION

- A. These regulations establish minimum requirements for land development activities in the City and its ETJ, and its terms shall be liberally construed to give full effect to the purposes and goals of these regulations and the *City of Galveston 2011 Comprehensive Plan*.
- B. Pictures and graphic illustrations are included throughout these regulations to assist users in understanding and applying the terms. In the event of any inconsistency or conflict between the text and the picture or graphic illustration, the text shall control.

Division 1.200 Establishment of Zoning Districts; Official Zoning Map

SEC. 1.201 ZONING DISTRICTS

A. **General.** The city is divided into districts and the boundaries of the zoning districts set out in this Section are as shown on the Official Zoning Map of the City of Galveston (the Map).

B. **Districts.** The following zoning districts are established:

- | | |
|---|------------------|
| 1. <u>Restricted</u> Residential, Single-Family | (R-0) |
| 2. Residential, Single-Family | (R-1) |
| 3. Residential, General Duplex Eightplex <u>Townhouse</u> | (R-2) |
| <u>4. Residential, Single-Family - Historic</u> | <u>(R-3)</u> |
| 4. <u>5.</u> Multifamily | (MF) |
| 5. <u>6.</u> Urban Neighborhood | (UN) |
| <u>7. Neighborhood Services</u> | <u>(NS)</u> |
| 6. Historic Zoning District | (HZD) |
| 7 8. Traditional Neighborhood | (TN) |
| 8 9. Commercial-Mixed Use | (C) |
| 9 10. Central Business | (CB) |
| 10 11. Resort/Recreation | (RES/REC) |

11 <u>12</u> . Industrial, Light	(LI)
12 <u>13</u> . Industrial, Heavy	(HI)
13 <u>14</u> . Planned Unit Development	(PUD) <i>Overlay</i>
14 <u>15</u> . Historic	(H) <i>Overlay</i>
15 <u>16</u> . Neighborhood Conservation District	(NCD) <i>Overlay</i>
16 <u>17</u> . Height and Density Development Zone	(HDDZ) <i>Overlay</i>

SEC. 1.202 OFFICIAL ZONING MAP

- A. **General.** The locations and boundaries of the zoning districts that are established by these regulations are shown on the digital map entitled *Official Zoning Map of the City of Galveston*, (the Map) which is made part of these regulations.
- B. **References and Notations.** All notations, references, and other information shown on the Map are a part of these regulations and have the same force and effect.
- C. **Primacy of the Map.** The digital file of the Map is maintained by the Technology Services Division whom shall assume control in the event of a conflict between the Map that is on file and any other reproduction of said Map.
- D. **Zoning Map Amendments.** The reclassification of property to a new zoning district or classification shall be considered an amendment to the Map in accordance with Section 13.203.A, Rezoning and Section 13.601, Procedures for Map Amendments and shall be recorded as such.

SEC. 1.203 INTERPRETING THE OFFICIAL ZONING MAP

The following rules shall be used to determine the precise location of any zoning district boundary line shown on the Map:

- A. **Property Lines.** Boundary lines shown as following or approximately following platted lot lines, other property lines, or city limit lines shall be construed as following such lines.
- B. **Right-of-Ways.** Boundary lines shown as following or approximately following highways, streets, alleys, railroad tracks, or utility lines shall be construed as following the centerline of the right-of-way. Where any of these physical features on the ground differ from the representation of such features on the Map, the physical features on the ground control.
- C. **Shore Lines and Water Features.** Boundary lines shown as following or approximately following shorelines, the centerline of streams, canals, or other watercourses or the centerline of lakes, bays, or other bodies of water shall be construed as following the shoreline, the channel, or the centerline of water bodies. In the event of a natural change in the location of such shorelines, watercourses, or water bodies, the zoning district boundary shall be construed as moving with the shorelines or the channel or water body centerline.
- D. **Parallel to Features.** Boundary lines shown as separated from and parallel or approximately parallel to any of the features listed in subsections 1.203.A through 1.203.C above shall be construed to be parallel to such features and at such distances as are shown on the Map. The same shall apply for boundaries shown as extensions of any of the features listed in subsections 1.203.A through 1.203.C above.

- E. **Un-subdivided Land or No Identifiable Feature.** On un-subdivided land or when a district boundary follows no identifiable feature the location of district boundaries shall be determined by applying the following rules in order until the boundaries are known:
1. First, by reference to the legal description in the ordinance establishing the district boundaries;
 2. Second, by referring to dimensions shown on the Map; and
 3. Third, by using the scale appearing on the Map.

SEC. 1.204 TEMPORARY ZONING OF ANNEXED TERRITORY

- A. **Temporary Classification.** All territory hereafter annexed to the City shall be temporarily classified as Single-Family Residential (R-1) until other zoning is established by the City Council, as appropriate, through the usual procedure for amending the Map.
- B. **Required Approvals.** In an area temporarily classified as Single-Family Residential (R-1) district:
1. No person shall erect, construct, or add to any building or structure or cause the same to be done in any newly annexed territory to the City without first applying for and obtaining a building permit or certificate of occupancy from the Building Official or the City Council as required herein.
 2. The Building Official shall issue permits allowing for the construction of a building in the Single-Family Residential (R-1) district unless and until such territory has been classified in a zoning district other than the Single-Family Residential (R-1) district by the City Council as provided in this Section.

Division 1.300 Zoning District Purposes

SEC. 1.301 RESTRICTED RESIDENTIAL, SINGLE-FAMILY (R-0)

The R-0 district is intended to provide for single-family detached dwellings.

SEC. 1.302 RESIDENTIAL, SINGLE-FAMILY (R-1)

The R-1 district is intended to provide for single-family detached dwellings with complementary civic, recreational, and institutional uses.

SEC. 1.303 RESIDENTIAL, ~~DUPLEX – EIGHTPLEX~~ TOWNHOUSE (R-2)

The R-2 district provides for attached forms of single-family ~~dwellings such as two-family dwellings (also known as duplexes) and~~ townhomes style dwellings. ~~up to a maximum of eight units.~~

SEC. 1.304 RESIDENTIAL, SINGLE-FAMILY (R-3)

The R-3 district is intended to preserve the residential uses found in the City's historic districts.

SEC. 1.304~~5~~ MULTI-FAMILY DISTRICT (MF)

The MF district is intended to provide for multifamily housing developments representing a variety of housing options including rental apartments, condominiums, and a range of institutional and residential uses.

SEC. 1.3056 URBAN NEIGHBORHOOD – NEIGHBORHOOD COMMERCIAL DISTRICT (UN)

The UN district is intended to accommodate the range and pattern of residential uses found in the City's oldest, established Urban Core neighborhoods together with limited nonresidential uses, such as corner stores, that benefit nearby residents in a neighborhood setting conducive to walking and biking as much as vehicular circulation.

~~SEC. 1.306 HISTORIC ZONING DISTRICT (HZD)~~

~~The HZD district is intended to preserve the residential uses found in the City's historic districts.~~

SEC. 1.307 NEIGHBORHOOD SERVICES DISTRICT (NS)

The NS district is intended to serve as a buffer zone between residential and certain commercial uses for the convenience of people living in surrounding residential areas without undue harmful effects to neighboring residential uses.

SEC. 1.3078 TRADITIONAL NEIGHBORHOOD DISTRICT (TN)

The TN district is intended to promote development that reflects the layout and planning principles of traditional neighborhoods and the historic residential sections of the City.

SEC. 1.3089 COMMERCIAL-MIXED USE DISTRICT (C)

The C district is intended to accommodate a wide range of retail, service, and office uses while also providing for a variety of housing options.

SEC. 1.30910 CENTRAL BUSINESS DISTRICT (CB)

The CB district encompasses much of the City's historic downtown area and is intended to provide for the intensive, mixed-use development pattern found in urban central business districts. Within this district, a Special Character District is established between 21st Street and 23rd Street, and approximately 160 feet north and south of the centerline of the Post Office Street right-of-way.

SEC. 1.3101 RESORT/RECREATION DISTRICT (RES/REC)

The RES/REC district is intended to provide a variety of housing options and tourist oriented developments for residents and tourists.

SEC. 1.3112 INDUSTRIAL-LIGHT DISTRICT (LI)

The LI district is intended to accommodate a variety of manufacturing uses such as processing, assembling, warehousing, research, and development that have fewer offsite impacts such as noise, air pollution, and vibrations on adjoining properties.

SEC. 1.3123 INDUSTRIAL-HEAVY DISTRICT (HI)

The HI district is intended to accommodate intense industrial uses plus certain other activities that require careful location to limit risks to public health and safety.

SEC. 1.3134 PLANNED UNIT DEVELOPMENT OVERLAY DISTRICT (PUD)

The PUD is a floating zoning district intended to create a mixture of uses, density, and infrastructure standards.

SEC. 1.3145 HISTORIC OVERLAY DISTRICT (H)

The H overlay district encompasses locally-designated Galveston Historic Districts and properties designated as Galveston Landmarks (GL).

SEC. 1.3156 NEIGHBORHOOD CONSERVATION OVERLAY DISTRICT (NCD)

The NCD overlay district is intended to identify property to which additional standards are applied to preserve unique and distinctive neighborhoods in the City.

SEC. 1.3167 HEIGHT AND DENSITY DEVELOPMENT ZONE OVERLAY DISTRICT (HDDZ)

The HDDZ overlay district is intended to identify key areas of the City located in and subject to additional site development and design standards.

ARTICLE 2. USES AND SUPPLEMENTAL STANDARDS

Division 2.100 Purpose

SEC. 2.101 PURPOSE

- A. **Permitted Uses.** This Article sets out the uses that are permitted in each zoning district.
- B. **Limited Uses.** This Article identifies other uses that have been determined to be appropriate in one or more zoning districts but only when they comply with certain criteria itemized in these regulations. Applications for Limited Uses are reviewed and approved by the Development Services Director.
- C. **Specific Uses.** This Article establishes a process through which additional standards may be appropriate on a particular site subject to conditions so they are not incompatible with surrounding uses. These additional standards may provide limitations on the intensity of use, land area, site design, and other factors that are appropriate to each class of use. Applications for Specific Uses are approved by the City Council upon recommendation of the Planning Commission.

Division 2.200 Uses by District

SEC. 2.201 PERMITTED, RESTRICTED, AND SPECIFIC USES

- A. **Symbols in Uses Table.** The following symbols are used in Table 2.201 to indicate whether a particular use is permitted, limited, permitted by specific use review, or prohibited within each zoning district:
 - 1. **“P”** indicates a Permitted Use where the use is permitted as a matter of right.
 - 2. **“L”** indicates a Limited Use that is subject-to-review by the Development Services Director for compliance.
 - 3. **“S”** indicates a Specific Use that is allowed only upon the granting of a specific use permit as provided in Section 13.203, Specific Use Permit. The Planning Commission and then the City Council review specific use permit applications.
 - 4. **“-”** indicates a prohibited use.

Within the ~~HZD~~ R-3, the uses identified as Permitted (P) or Limited (L) in the Commercial Land Uses section of the following Table are applicable to corner store locations identified in Article 3, ~~HZD~~ R-3 zone.

Table 2.201															
Permitted Uses: Agricultural and Residential Uses															
P = permitted use; L = limited use; S = specific use review; "-" = prohibited use															
Zoning Districts															
Agricultural Land Use	R-0	R-1	R-2	<u>R-3</u>	MF	UN	<u>NS</u>	HZD	TN	C	CB	RES/ REC	LI	HI	Use Standard
Agricultural Support	-	-	-	-	-	-	-	-	-	-	-	-	L	L	
Agriculture/Urban Farming	-	<u>L</u>	-	-	P	P	<u>L</u>	-	P	P	P	P	P	P	<u>LIMITED</u>
Commercial Stable	-	-	-	-	-	-	-	-	-	-	-	-	P	P	
Residential Stable	-	-	L	-	L	-	<u>S</u>	-	P	-	-	P	-	-	LIMITED
Nursery or Greenhouse, Wholesale	-	-	-	-	-	-	-	-	-	-	-	-	L	L	LIMITED
Veterinarian, Large Animal	-	-	-	-	-	-	-	-	-	-	-	-	P	P	
Residential Land Uses	R-0	R-1	R-2	<u>R-3</u>	MF	UN	<u>NS</u>	HZD	TN	C	CB	RES/ REC	LI	HI	Use Standard
Accessory Dwelling Unit	-L	P-L	L	<u>L</u>	L	L	<u>L</u>	L	L	L	-L	-	-	-	LIMITED
Bed and Breakfast	-	-	-	<u>L</u>	L	L	<u>L</u>	L	P	P	P	L	-	-	LIMITED
Boarding House, Dormitory, Fraternity or Sorority	-	-	-	-	P	L	<u>L</u>	-	P	P	P	P	P	-	LIMITED
Child Care Facility, Residential (Day Care)	-	-	L	<u>L</u>	P	L	<u>L</u>	L	L	P	P	P	-	-	LIMITED
Community Garden	-	<u>L</u>	L	<u>L</u>	L	L	<u>L</u>	L	L	P	L	P	P	P	LIMITED
Cottage Food Production	P	P	P	<u>P</u>	P	P	<u>P</u>	P	P	P	P	P	P	P	State Law
Home Based Occupation /Business	-	-	-	-	P	L	<u>L</u>	-	P	P	P	P	P	P	LIMITED
Home Based Occupation	L	P	P	<u>L</u>	P	P	<u>P</u>	L	P	P	P	P	P	P	
Hospital House Establishment	-	-	-	-	L	L	<u>L</u>	-	P	P	P	P	P	-	LIMITED
Live-Work Unit	-	-	-	-	P	L	<u>L</u>	L	P	P	P	P	P	P	LIMITED
Manufactured Housing Development	-	-	-	-	S	-	-	-	-	-	-	S	S	-	SUP

Residential Land Uses	R-0	R-1	R-2	<u>R-3</u>	MF	UN	<u>NS</u>	HZD	TN	C	CB	RES/ REC	LI	HI	Use Standard
Condominium	-	-	-	-	P	L	<u>L</u>	-	P	P	L	P	-	-	<u>LIMITED</u>
Duplex	-	-	-	-	<u>P</u>	<u>P</u>	<u>P</u>	-	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	-	-	
Multi-Family Residential	-	-	L -	-	P	L	<u>L</u>	-	P	P	L	P	-	-	LIMITED
Personal Care Homes (DADS)	P	P	P	<u>P</u>	P	P	<u>P</u>	P	P	P	P	P	P	P	State Law
Short Term Rental Residential Dwelling	-	P	P	<u>L</u>	P	P	<u>P</u>	L	P	P	P	P	P	P	
Single-Family Attached	-	-	-	L	P	L	—	L	P	P	L	P	-	-	LIMITED
Single-Family Detached	P	P	P -	<u>P</u>	P	P	<u>P</u>	P	P	P	L	P	-	-	LIMITED
Townhouse	-	-	<u>P</u>	-	P	P	<u>P</u>	-	P	P	P	P	-	-	

Table 2.201															
Permitted Uses: Commercial Uses															
P = permitted use; L = limited use; S = specific use review; “-” = prohibited use															
Zoning Districts															
Commercial Land Uses	R-0	R-1	R-2	<u>R-3</u>	MF	UN	<u>NS</u>	HZD	TN	C	CB	RES/ REC	LI	HI	Use Standard
Adult Day Care	-	-	-	-	P	L	<u>L</u>	-	P	P	P	P	P	-	LIMITED
Adult Use (SOB)	-	-	-	-	-	-	-	-	-	S	-	-	S	S	SUP
Alcoholic Beverage Sales, Liquor Store or Package	-	-	-	-	P	S	-	-	P	P	P	P	P	P	SUP
Arena / Stadium	-	-	-	-	-	-	-	-	-	P	P	P	P	P	
Auto Service/Fueling or Charging Station	-	-	-	-	-	-	-	-	P	L	L	L	L	P	LIMITED
Bar	-	-	-	-	-	S	-	-	P	P	L	P	P	P	LIMITED/ SUP
Boat Repair Facility	-	-	-	-	-	-	-	-	-	L	-	-	<u>P</u>	<u>P</u>	
Boat Sales or Rental	-	-	-	-	-	-	-	-	-	<u>L</u>	-	<u>L</u>	<u>L</u>	<u>P</u>	<u>LIMITED</u>
Child Care Facility, Day Care (Commercial)	-	-	-	-	P	L	<u>L</u>	-	P	P	P	P	-	-	LIMITED

Commercial Land Uses	R-0	R-1	R-2	<u>R-3</u>	MF	UN	<u>NS</u>	H2D	TN	C	CB	RES/ REC	LI	HI	Use Standard
Cleaning / laundry pick-up station	-	-	-	<u>P</u>	P	L	<u>L</u>	P	P	P	P	P	P	P	LIMITED
Cleaning / laundry-mat self service	-	-	-	-	P	L	<u>L</u>	-	P	P	P	P	P	P	LIMITED
College / University / Vo-Tech	-	-	-	-	P	P	<u>P</u>	-	P	P	P	P	P	P	
Commercial Amusement/ Recreation , Indoor	-	-	-	-	-	L	<u>L</u>	-	L	L	L	L	<u>L</u>	<u>P</u>	LIMITED
Commercial Amusement/ Recreation , Outdoor	-	-	-	-	-	-	-	-	L	L	L	L	P	P	LIMITED
Commercial Lodging (Hotel)	-	-	-	-	-	S	-	-	L	L	P	L	L	P	SUP
<u>Commercial Warehousing and Logistics</u>	-	-	-	-	-	-	-	-	-	-	-	-	<u>P</u>	<u>P</u>	
Correctional or Rehabilitation Facility	-	-	-	-	-	-	-	-	-	S	-	-	S	S	SUP
Credit Access Business	-	-	-	-	-	-	-	-	-	L	-	-	-	-	
<u>Family Care Facility</u>	-	-	-	-	-	-	<u>S</u>	-	-	<u>S</u>	<u>S</u>	<u>S</u>	<u>P</u>	<u>P</u>	<u>SUP</u>
Flea Market	-	-	-	-	-	-	-	-	-	L	L	L	L	L	LIMITED
<u>Golf Carts, Sales and Service</u>	-	-	-	-	-	-	-	-	-	<u>L</u>	<u>L</u>	<u>L</u>	<u>P</u>	<u>P</u>	LIMITED
Gun Shop	-	-	-	-	-	-	-	-	-	L	L	L	L	L	LIMITED
Heavy Vehicle, Manufactured Home, Watercraft or Aircraft Sales or Rental	-	-	-	-	-	-	-	-	-	-	-	L	L	L	LIMITED
Homeless Shelter	-	-	-	-	-	-	-	-	-	S	S	S	P	P	SUP
Hospital	-	-	-	-	-	-	-	-	P	P	P	P	P	-	
Kennel	-	-	-	-	-	-	-	-	-	L	-	L	L	P	LIMITED
Library	-	-	P	-	P	P	<u>P</u>	-	P	P	P	P	P	P	
Medical Office / Clinic / Lab	-	-	-	-	P	L	<u>L</u>	-	P	P	P	P	P	-	LIMITED
Music Instruction - <u>Fine Arts Instruction</u>	L	L	P	<u>P</u>	P	P	<u>P</u>	P	P	P	P	P	P	P	

Nursery or Greenhouse, Retail	-	-	-	P	-	-	P	P	-	P	P	P	P	P	
Commercial Land Uses	R-0	R-1	R-2	<u>R-3</u>	MF	UN	<u>NS</u>	HZD	TN	C	CB	RES/ REC	LI	HI	Use Standard
Nursing / Convalescent Home	-	-	S	-	L	L	<u>L</u>	-	P	P	P	P	P	P	LIMITED/SUP
Office	-	-	-	-	-	L	<u>L</u>	-	L	P	L	L	L	L	LIMITED
<u>Outdoor Storage</u>	-	-	-	-	-	-	-	-	-	<u>L</u>	-	<u>L</u>	<u>L</u>	<u>L</u>	<u>Limited</u>
Parking Lot, Commercial Surface Parking Area	-	-	-	-	-	-	-	-	-	-	-	-	L	L	LIMITED
Parking Structure or Lot Incidental to Main Use	-	-	-	-	P	L	<u>L</u>	-	P	L	P	L	P	P	LIMITED
Parking Structure – Mixed Use	-	-	-	-	L	L	<u>L</u>	-	L	L	L	L	L	-	LIMITED
Passenger Motor Vehicle Sales or Rental	-	-	-	-	-	-	-	-	-	L	L	-	P	P	LIMITED
Pawn Shop	-	-	-	-	-	-	-	-	-	P	P	-	P	-	
Personal Fitness	-	-	-	P	L	L	<u>L</u>	P	L	P	P	P	P	-	LIMITED
Pet Grooming Services	-	-	-	P	-	L	<u>L</u>	P	P	P	P	P	-	-	LIMITED
Place of Private Assembly	-	-	-	L	S	S	<u>S</u>	L	P	P	P	P	P	P	SUP
Place of Public Assembly	-	-	L	P	L	L	<u>L</u>	P	P	P	P	P	P	P	LIMITED
Private Club	-	-	-	-	S	S	<u>S</u>	-	P	P	P	P	P	-	SUP
Professional Services, Instruction/Counseling	-	-	-	P	L	L	<u>L</u>	P	P	P	P	P	P	P	LIMITED
Public Safety Facility	-	-	-	-	P	P	<u>P</u>	-	P	P	P	P	P	P	
Recreation Indoor	-	L	L	-	L	L	<u>L</u>	-	P	P	P	P	P	P	LIMITED
Recreation Outdoor	-	<u>L</u>	L	<u>L</u>	L	L	<u>L</u>	L	P	P	P	P	P	P	LIMITED
Recycling Center	-	-	-	-	L	L	-	-	L	L	-	L	P	P	LIMITED
Restaurant, Drive-In / Through	-	-	-	-	-	-	-	-	-	L	-	P	P	P	LIMITED
Restaurant, No Drive-In / Through	-	-	-	P	L	L	<u>L</u>	P	P	P	P	P	P	P	LIMITED
Retail - Big Box	-	-	-	-	-	-	-	-	L	L	-	L	L	L	LIMITED
Retail - Commercial	-	-	-	P	-	P	<u>P</u>	P	P	P	P	P	P	P	
RV Park	-	-	-	-	-	-	-	-	-	L	-	L	-	-	LIMITED

School: Private	-	-	L	<u>L</u>	L	L	<u>L</u>	<u>L</u>	P	P	P	P	-	-	LIMITED
Commercial Land Uses	R-0	R-1	R-2	<u>R-3</u>	MF	UN	<u>NS</u>	<u>HZD</u>	TN	C	CB	RES/ REC	LI	HI	Use Standard
Short Term Rental Residential Dwelling	-	P	P	<u>L</u>	P	P	<u>P</u>	<u>L</u>	P	P	P	P	-	-	
Substance Abuse Facility	-	-	-	-	-	-	-	-	-	S	S	-	-	-	SUP
Vehicle Wash	-	-	-	-	-	-	-	-	P	P	P	P	P	P	
Vending Kiosk/ATM	-	-	-	-	L	L	<u>L</u>	-	L	L	L	L	P	P	LIMITED
Veterinarian, Small Animal	-	-	-	-	-	-	<u>L</u>	-	P	P	P	P	P	P	
Wholesale	-	-	-	-	-	-	-	-	-	L	L	P	P	P	LIMITED

Table 2.201

Permitted Uses: Industrial, Public/Private Uses

P = permitted use; L = limited use; S = specific use review; “-” = prohibited use

Zoning Districts

Industrial Land Use	R-0	R-1	R-2	<u>R-3</u>	MF	<u>NS</u>	UN	<u>HZD</u>	TN	C	CB	RES/ REC	LI	HI	Use Standard
Automotive Wrecking and Salvage Yard; Junkyard; Recycling Business	-	-	-	-	-	-	-	-	-	-	-	-	P	P	
<u>Excavation</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	-	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	LIMITED
Heavy Industry	-	-	-	-	-	-	-	-	-	-	-	-	-	L	LIMITED
Light Industry	-	-	-	<u>L</u>	-	-	-	<u>L</u>	-	-	-	-	L	L	LIMITED
Mining / Extraction	-	-	-	-	-	-	-	-	-	-	-	-	P	P	
Research and Testing Laboratory	-	-	-	-	-	-	-	-	-	P	P	P	P	P	
Parking and/or Multimodal Transportation Facility	-	-	-	-	-	-	-	-	-	P	P	P	P	P	
Power Generation	-	-	-	-	-	-	-	-	-	-	-	-	P	P	
Public Utility Facility, Neighborhood	-	-	P	-	P	<u>P</u>	P	-	P	P	P	P	P	P	
Towing Service Facility	-	-	-	-	-	-	-	-	-	-	-	-	L	L	Limited/SUP
Uses involving Radioactive Material, not including uses related to diagnosis and treatment of illness; and,	-	-	-	-	-	-	-	-	-	-	-	-	-	S	

construction applications; and, academia and scientific research															
Public/Private Land Uses	R-0	R-1	R-2	R-3	MF	NS	UN	HZD	TN	C	CB	RES/ REC	LI	HI	Use Standard
Airport	-	-	-	-	-	-	-	-	-	-	-	-	P	-	
Cemetery	-	-	S	-	S	-	S	-	S	S	S	S	S	S	SUP
Heliport	-	-	-	-	-	-	-	-	-	-	-	-	-	P	LIMITED
Helistop	-	-	-	-	-	-	-	-	-	L	-	L	L	P	LIMITED
Marina	-	-	S	-	S	-	-	-	P	P	P	P	P	P	SUP
Public Utility Plant	-	-	S	-	S	S	S	-	-	P	P	P	P	P	SUP
Rail Yard	-	-	-	-	-	-	-	-	-	-	-	-	P	P	
Port and Harbor Facilities	-	-	-	-	-	-	-	-	-	-	-	P	P	P	
Wireless Telecommunication Facility	-	-	S	S	S	S	S	S	S	S	S	S	S	P	SUP w/ Standards

SEC. 2.202 PROHIBITED USES IN ALL ZONING DISTRICTS

A. Specific Prohibitions.

1. All uses that are prohibited by local ordinance or require the use or sale of materials that are prohibited by local ordinance.
2. Wireless Telecommunication Facilities and Towers between Broadway Boulevard and Harborside Drive, from 27th Street to 51st Street.
3. All uses that are prohibited by state law or require the use or sale of materials that are prohibited by state law.
4. Intensive agricultures defined by Article 14, Definitions.
5. Uses involving radioactive (nuclear) materials and waste including disposal facilities and decommissioning services require a Specific Use Permit. Land uses related to diagnosis and treatment of illness, construction application, and academic and scientific research are excluded from this provision.

Division 2.300 Standards for Limited and Specific Uses

Certain uses may be allowed in various zoning districts and subject to certain standards or conditions. This Division contains those standards. Compliance with these standards is in addition to any other applicable standards of these regulations or other applicable City ordinances or regulations.

SEC. 2.301 APPLICATION OF LIMITED USE STANDARDS

The standards apply to uses that are listed as L (limited) uses in the Permitted Use Table. Where a use is listed as L in one or more zoning districts, the use shall be allowed if it meets all of the standards for the particular use specified in this Division.

SEC. 2.302 APPLICATION OF SPECIFIC USE STANDARDS

The standards establish minimum requirements for uses that are listed as (specific use) uses in the Permitted Use Table. Where a use is classified as specific use in one or more zoning district, the Planning Commission may recommend and the City Council may adopt additional conditions that would make the use appropriate at the requested location or it may deny the specific use request.

SEC. 2.303 ACCESSORY DWELLING UNIT (ADU)

A. Limited Use Standards.

1. **Principal Structure Required.** An accessory dwelling unit (ADU) is allowed only on a lot with a principal building. A manufactured home, recreational vehicle, travel trailer, or camper shall not be used as an ADU. An ADU shall be of similar construction materials as the principle building.
2. **Extent and Scale of Use.**
 - a. In the R-0, R-1, and ~~HZD~~ R-3 Districts, no lot or parcel shall contain more than one ADU. In the R-2 District, no lot or parcel shall contain more than two ADUs.
 - b. An ADU shall be subordinate to the principal structure and shall not exceed the total floor area of the principal building.
3. **Allowable Employees of Home-Based Business.** Where a principal residential use also involves an accessory “home business” or “cottage industry” use, the occupants of an ADU on the same lot or parcel may be employed by and count toward the number of non-resident employees the home-based business is allowed to have under these regulations.
4. **Consistent Design.** Where a principal residential use is expanded to accommodate an integrated or attached ADU, the expansion shall be designed, clad, painted, and roofed in a manner that is comparable to the principal building.

SEC. 2.304 ADULT DAY CARE

A. Limited Use Standards.

1. **Hours of Operation.** The use shall not operate between the hours of 10:00 PM and 7:00 AM.
2. **Non-Resident Employees.** The use shall not employ more than two persons who do not live on the premises.
3. **Combination with Place of Public Assembly.** Adult day care is allowed as a part of a place of public assembly use.

SEC. 2.305 AGRICULTURAL SUPPORT

A. Limited Use Standards.

1. **Use Limitation.** Large animal or livestock veterinarian uses permitted.
2. **No Vehicle Service.** When the site is located adjacent to a residential use or zoning district, no accessory vehicle service activity shall occur on the site.

3. **Truck Access.** The use shall be located such that associated truck traffic can access a collector or arterial roadway without traveling on a public rights-of-way adjacent to any residential property, school, or public park, or recreational area or facility.
4. **Minimum Setback.**
 - a. Loading and Service Areas: 25 feet from any residential property line or zoning district boundary.
 - b. Outdoor Merchandise Display/Sales and Other Outdoor Storage: 25 feet from any residential property line or zoning district boundary.
 - c. LP/Propane Gas or Ammonia Storage Tanks: 150 feet from any property line.
5. **Screening.**
 - a. Residential: When the site is located adjacent to a residential use or residential zoning district boundary, visual screening shall be provided along all common sides and rear property lines. The screening shall consist of a landscaping strip at least four feet in width that provides a year-round visual barrier, and positioned directly adjacent to the adjoining property. A solid masonry or concrete wall or a wood fence having a minimum height of five feet shall be installed immediately behind the landscaping strip.
 - b. Outdoor Storage: Any outdoor storage areas visible from a public rights-of-way shall be enclosed by a solid masonry or concrete wall or a wood fence of sufficient height such that no stored materials or merchandise are visible above the top of the screening wall or fence from a public right-of-way.
 - c. Dust Mitigation: Appropriate dust suppression measures shall be taken, such as containment or covering, when the outdoor storage involves materials likely to generate wind-blown dust that may affect adjacent properties.

SEC. 2.306 AGRICULTURE/URBAN FARMING

A. Limited Use Standards

1. **Use limitation in the R-1 and NS districts.** The use shall be conducted on a lot having a minimum of five (5) acres of land.

SEC.2.306Z AUTO SERVICE/FUELING OR CHARGING STATION

A. Limited Use Standards.

1. **Truck Access.** The use shall be located so associated truck traffic can access a collector, arterial, or highway without traveling on a public rights-of-way adjacent to any residential property, school, public park, or recreational area or facility.
2. **Minimum Distance from Residential.** The use shall be located a minimum of 200 feet from any residential use or residential zoning district boundary, measured as a radius from the property lines of the limited use.
4. **Charging Station Near Residential.** The use may not be located within 200 feet of the property line of a residential use or a residential zoning district boundary.
5. **Auto Service Orientation of Service Bays.** Vehicle service bays shall be oriented away from any adjacent residential use or residential zoning district boundary.

6. **Design of Use near Residential.** The use shall be conducted within a fully enclosed building so as not to be visible from the adjacent residential use or residential zoning district, although activities may be conducted in partially enclosed or open areas elsewhere on the site.

7. **Screening.**

- a. Residential Screening: When the site is located adjacent to a residential use or residential zoning district boundary, visual screening shall be provided along all common sides and rear property lines. The screening shall consist of a landscaping strip at least four feet in width that provides a year-round visual barrier and positioned directly adjacent to the adjoining property. A solid masonry or concrete wall or a wood fence having a minimum height of five feet shall be installed immediately behind the landscaping strip.
- b. Outdoor Vehicle Service and Storage Areas: Any outdoor areas used for vehicle service activity or temporary storage of vehicles undergoing service shall be screened so as not to be visible from abutting public street right-of-ways.

SEC. 2.307-8 BAR

A. Limited Use Standards.

1. **Proof of Permitting.** The applicant shall provide proof of application for any permits required by state law at the time of application for limited use approval and shall provide proof of issuance of any required permits before commencing operations.
2. **On-Site Security.** The use shall provide on-site security Thursday through Saturday from 9:00 PM through close of business. The security personnel shall be responsible for directing patrons away from the use and disseminating any on-site gatherings upon the close of business.
3. **Noise Limitation.** All on-site activities and events shall comply with City noise regulations. The use shall not create or cause any perceptible noise, odor, smoke, electrical interference, or vibrations that constitute a public or private nuisance to neighboring properties.

Additionally, any outdoor speakers shall be oriented toward the interior of the site and away from property lines and shall not be used after 12:00 AM except to provide emergency notifications. No outdoor speakers shall be used when the use is located within 200 feet from an R-0, R-1, R-2, ~~HZD~~ R-3, or UN district boundary measured as a radius from property lines of the limited use, unless separated from the district by an arterial street.

- a. Limitation on Amplified Sound: Amplification of music or voices shall not occur after 12:00 AM on Sunday through Thursday or after 1:30 AM on Friday and Saturday.
- b. Containment of Interior Noise: All exterior doors for the use shall remain closed after 12:00 AM or during any amplification of music or voices.

B. Specific Use Permit in Urban Neighborhood Districts. The use shall require all regulations of subsection 2.307.A.

- C. **Hours of Operation near Residential Districts.** When located within 200 feet from an R-0, R-1, or R-2 measured as a radius from property lines of the limited use, unless separated from the district by an arterial street, the use shall not operate after 12:00 AM.

SEC. 2.30~~8~~⁹ BED AND BREAKFAST

A. Limited Use Standards

1. **Concentration of Use.** No more than one Bed and Breakfast use shall be permitted within each block. Additionally, no more than two such uses shall be permitted at an intersection of two or more streets.
2. **Management On-site.** The Bed and Breakfast use must have full-time, on-site management, either owner or employee.
3. **Operation within Principal Structure.** The Bed and Breakfast use shall be operated within one principal structure. If the principal structure is located on a standard city lot or historically platted lot, a secondary structure on the property may be used as additional guest bedrooms or as the living quarters of the resident owner; however, the secondary structure may not be used as the sole Bed and Breakfast establishment.
4. **Number of Guest Rooms.** No more than nine guest bedrooms shall be permitted within a Bed and Breakfast establishment.
5. **Special Events.** Weddings, receptions, luncheons, cocktail parties, group tours, or any other such function for which the owner receives payment for the use of the facility that is not a function for the personal use of the owner, their friends, or relatives is a permitted use.
6. **Signage.** The following signage standards shall apply in residential zoning districts:
 - a. Signs are not to exceed 22 inches by 33 inches and may include the name of the establishment, logo, date of establishment, and designation as a Bed and Breakfast establishment.
 - b. The signage shall be attached either to the structure, fence surrounding the structure, sign post, or private lamp post.
 - c. The overall height of the entire sign, including the signpost, shall not exceed 5 feet.
 - d. The signage shall be compatible with the style and detailing of the house.
 - e. Illumination of the sign, in any manner, shall be prohibited.
 - f. All signage for property located in a historic district shall comply with applicable standards in Article 10, Overlay District Standards, of these regulations.
 - g. Excluding historic districts, signs may be permitted in zoning districts as set forth in Article 5. Sign Regulations.

SEC. 2.30~~9~~¹⁰ BOARDING HOUSE, DORMITORY, FRATERNITY, OR SORORITY

A. Limited Use Standards

1. **Occupancy.** Buildings shall be designed and furnished such that there are not more than eight residents occupying the assigned living areas per floor, whether the living areas are occupied by one individual or shared.

2. **Corner Location in UN District.** The use shall be located on a corner lot in an UN District.
3. **Internal Access.** Ingress to and egress from all assigned living areas shall be made through the interior of the building rather than from direct outside entrances to each unit.

SEC. 2.311 BOAT REPAIR FACILITY

A. Limited Use Standards

1. **Access.** The use shall be located on a collector or arterial roadway, or thoroughfare.
2. **Screening.** Outdoor storage of boats visible from a public rights-of-way shall be enclosed by a solid masonry or concrete wall or a wood fence. The screening wall or fence shall be (8) feet in height.
3. **Paving.** Any required parking shall be paved in accordance with Article 8. Parking areas in excess of the required parking may be stabilized with crushed stone material.
4. **No Nuisance Created.** The use shall not create or cause any perceptible noise, odor, smoke, electrical interference, or vibrations that constitute a public or private nuisance to neighboring properties.

SEC. 2.312 BOAT SALES OR RENTAL

A. Limited Use Standards.

1. **Use Limitation in Commercial (C) Districts.** Boat sales or rental shall be prohibited on Seawall, from 6th Street west to 103rd Street/Cove View Boulevard, and on Broadway, from 6th Street west to 59th Street.
 - a. The use is limited to the sales or rental of boats outside of the geographic area defined above. The use shall not involve boat service or repair unless it can also meet the standards for a Boat Repair Facility as prescribed in Section 2.311.
2. **Hours of Operation near Residential.** When abutting or within 200 feet of a residential use or zoning district boundary, measured as a radius from property lines of the limited use, the use shall not have any outdoor sales or loading and delivery activities between the hours of 10:00 PM and 7:00 AM.
3. **Minimum Setback.**
 - a. Outdoor Display or Sales and Other Outdoor Storage: shall be located 25 feet from any residential property line or zoning district boundary.
 - b. Boat Wash Facility: Accessory boat wash facilities and their incidental functions, including vacuums and air compressors, shall be set back at least 50 feet from the side or rear property line of any adjacent residential use or residential zoning district boundary.
4. **Outdoor Boat Display.** Outdoor boat display shall occur only on paved areas of the site, and the displayed boats shall not occupy or obstruct required parking spaces.
5. **Elevated Boat Display.** No more than one outdoor elevated display boat shall be permitted, and the elevated display shall raise the boat no more than 3 feet off the ground.

6. **Screening.** When the site is located adjacent to a residential use or zoning district boundary, visual screening shall be provided along all common sides and rear property lines. The screening shall consist of a landscaping strip at least 4 feet in width that provides a year-round visual barrier and positioned adjacent to the adjoining property. A solid masonry or concrete wall or a wood fence having a minimum height of 5 feet shall be installed immediately behind the landscaping strip.
7. **Permanent Structure.** The limited use business shall be conducted from a permanent structure located on-site, as permitted and approved by the Development Services Department.
8. **Sidewalks.** Sidewalks, curbs, and curb cuts shall be provided on all street frontages. All on-site sidewalks shall be a minimum width of five feet.
9. **Property maintenance.** The property upon which any boat sales or rental is located must be maintained in a neat and orderly manner with no accumulation of inoperable boats, boat parts, garbage, refuse, or debris on the property.

SEC. 2.31~~03~~ CHILD CARE FACILITY - DAY CARE CENTERS (COMMERCIAL)

A. Limited Use Standards.

1. **Proof of Licensing.** The applicant shall provide proof of application for any licenses required by the State of Texas at the time of application for limited use approval and shall provide proof of issuance of any required licenses before commencing operations.
2. **A Child Care Facility – Day Care** use is a permitted use on properties with frontage on north-south oriented streets located between Harborside Drive and Seawall Boulevard.
3. **Pick-up/Drop-off.** An off-street pick-up/drop-off area for at least one automobile shall be provided, which may be a driveway provided it is kept free of parked vehicles and other obstructions to leave sufficient space for direct access.
4. **Residential Character.** If operated within a pre-existing residential type structure, the use shall maintain the residential character and appearance of the structure.

SEC. 2.31~~14~~ CHILD-CARE FACILITY, RESIDENTIAL

A. Limited Use Standards

1. **Proof of Licensing.** The applicant shall provide proof of application for any licenses required by the State of Texas at the time of application for limited use approval and shall provide proof of issuance of any required licenses before commencing operations.
2. **Dwelling Type.** The use shall be located in a single-family detached dwelling unit.
3. **Residential Character.** If operated within a pre-existing dwelling, the use shall maintain the residential character and appearance of the structure.
4. **Extent of Same Use in Area.** No more than one instance of the use shall occur on the same block face or among the all lots on a cul-de-sac.
5. **Resident Operator.** The principal operator and care provider shall live in the dwelling.
6. **Non-Resident Employee.** The use may employ up to one person who does not live in the dwelling unit.

7. **Occupancy Limit.** The use shall provide care for not more than six children on the premises at any one time.
8. **Hours of Operation.** The use shall not operate between the hours of 8:00 PM and 6:00 AM and shall not provide for overnight stays by those receiving care. Additionally no outdoor play activities shall occur before 9:00 AM if the site abuts a residential use.
9. **Signage.** No signage is permitted.

SEC. 2.31~~2~~5 CLEANING/LAUNDRY PICK-UP STATION

A. Limited Use Standards.

1. **Scale of Use.** The floor area of the use shall not exceed 2,500 square feet.
2. **Hours of Operation near Residential.** When abutting or within 200 feet of a residential use or an R-0, R-1, or R-2 zoning district boundary, measured as a radius from property lines of the limited use, the use shall not operate or have any loading or delivery activities between the hours of 10:00 PM and 7:00 AM.

SEC. 2.31~~3~~6 CLEANING/LAUNDRY-MAT SELF SERVICE

A. Limited Use Standards.

1. **Scale of Use.** The floor area of the use shall not exceed 2,500 square feet.
2. **Hours of Operation near Residential.** When abutting or within 200 feet of a residential use or an R-O, R-1, R-2, ~~HZD~~ R-3 zoning district boundary, measured as a radius from property lines of the limited use, the use shall not operate between the hours of 10:00 PM and 7:00 AM.
3. **No Nuisance Created.** The use shall not create or cause any perceptible noise, odor, smoke, electrical interference, or vibrations that constitute a public or private nuisance to neighboring properties.
4. **Design Standards.** The use must comply with the UN zoning district design standards.

SEC. 2.31~~4~~7 CLINICS/MEDICAL LAB/MEDICAL OFFICE

A. Limited Use Standards.

1. **Accessory Laboratory Activity.** Laboratory activity shall occur only as an accessory use to a principal clinic or medical office use.
2. **Scale of Use.** The floor area of the use shall not exceed 2,500 square feet.
3. **Hours of Operation.** The use shall not operate between the hours of 8:00 PM and 8:00 AM, and shall not provide for overnight stays by those receiving care.
4. **Residential Character in UN District.** In the UN district, if operated within a pre-existing dwelling, the use shall maintain the residential character and appearance of the structure.
5. **Design Standards.** In the UN District, the use must comply with urban design standards established in the UN District.

SEC. 2.3158 COMMERCIAL AMUSEMENT/RECREATION, INDOOR

A. Limited Use Standards.

1. **Hours of Operation near Residential.** The use, if within 200 feet of the property line of a residential use, a mixed-use development that includes residential use, or a residential zoning district boundary, measured as a radius from property lines of the limited use, shall not operate between the hours of 12:00 AM and 8:00 AM.
2. **Screening.** When the site is located adjacent to a residential use or zoning district boundary, visual screening shall be provided along all common side and rear property lines. The screening shall consist of a landscaping strip at least 4 feet in width that provides a year-round visual barrier, and positioned directly adjacent to the adjoining property. A solid masonry or concrete wall or a wood fence having a minimum height of five feet shall be installed immediately behind the landscaping strip.
3. **No Nuisance Created.** The use shall not create or cause any perceptible noise, odor, smoke, electrical interference, or vibrations that constitute a public or private nuisance to neighboring properties.

SEC. 2.3169 COMMERCIAL AMUSEMENT/RECREATION, OUTDOOR

A. Limited Use Standards.

1. **Use Limitations.** Outdoor shooting ranges for firearms shall not be permitted. Drive-in theaters, golf driving ranges, and go cart tracks shall not be permitted in the CB and UN districts.
2. **Hours of Operation near Residential.** The use, if within 200 feet of the property line of a residential use, of a mixed-use development that includes residential use or a residential zoning district boundary, measured as a radius from property lines of the limited use, shall not operate between the hours of 12:00 AM and 8:00 AM.
3. **Noise Limitation.** All on-site activities and events shall comply with the City's noise regulations. Additionally, any outdoor speakers shall be oriented toward the interior of the site and away from property lines.

SEC. ~~0-000~~ COMMERCIAL LODGING (HOTEL) (ORD. 18-024)

This Section applies to New Construction or to those properties with proposed improvements that constitute a "substantial improvement," meaning that the reconstruction cost or area of reconstruction is greater than 50 percent of the cost of replacement of the building, the building shall only be reconstructed if in conformity with these regulations.

A. Limited Use Standards.

1. **Location/Areas.** The Limited Use Standards shall apply to "Commercial Lodging (Hotel)" facilities located within the following areas:
 - a. Gateway - 59th to Blume Street between Broadway Boulevard and Offat's Bayou/English Bayou;
 - b. Seawall East - Inland side of Seawall Blvd. from Beach Drive to 6th St.;
 - c. Seawall Core A - Inland side of Seawall Blvd. from 6th Street to 45th St.;
 - d. Seawall Core B - Inland side of Seawall Blvd. from 45th Street to 61st St.;

- e. Seawall West - Inland side of Seawall Blvd. from 61st Street to Cove View Blvd.;
 - f. Seawall West to 11 Mile - The area south of Stewart Road from Cove View Blvd. to 11 Mile Rd.;
 - g. Southside of Seawall Blvd. from 12th Street to the Easternmost Point of Galveston Island;
2. **Hotel/Amenities.** “Commercial Lodging (Hotel)” facilities shall provide certain on-site amenities to include; but are not limited to:
- a. A hotel/motel shall contain a guest lounge, breakfast area or cocktail area. The applicable area shall be a minimum of 225 square feet.
 - b. A hotel/motel shall contain a swimming pool and/or fitness center. .
 - c. A hotel/motel shall contain an area for meetings and/or conferences. This area shall be a minimum of 500 square feet.
 - d. A hotel/motel shall contain a business center;
 - e. A hotel/motel may undertake an alternative building development plan which contains building upgrades above these standards for that facility that are comparable in cost to the value of items 2.a. through 2.e..
3. **Design Standards.**
- a. Guest rooms shall be accessible from only an internal hallway that is primarily accessible from a central lobby area contained within the hotel/motel.
 - b. Guest access to ice machines/makers and vending kiosks shall be designed so that primary access is from a hallway that will be internal to the hotel/motel building.
4. **Operational Standards.**
- a. A hotel/motel shall provide a security plan addressing, but not limited to, surveillance, lighting, and on site security for hotel guests and employees.

SEC.2.3~~17~~20 COMMUNITY GARDEN

A. Limited Use Standards.

- 1. Community Gardens shall not be located on park land currently used for active or passive recreation or where there exist immediate plans to develop parkland for active or passive recreation.
- 2. Community Gardens shall not be located on designated or dedicated open space land without approval from the City Council. Exceptions may be granted for open space land that does not contain sensitive habitat and is not contiguous to open space land with sensitive habitat.
- 3. Community Gardens shall be located in areas that receive adequate sunlight for the intended purpose without the removal or excessive trimming of trees.

B. Design Standards

- 1. The on-site sale of produce grown on-site is permitted.

2. The site shall be designed and maintained so that water and fertilizer will not drain to adjacent property.
3. A minimum 3 foot wide, clearly marked entrance path shall be provided from the public rights-of-way to the garden.
4. Community Gardens shall be located on land that is level enough to support the intended use and meet all Americans with Disabilities Act requirements without the use of retaining walls that exceed 3 feet in height.

SEC. 2.321 CONDOMINIUM

A. Limited Use Standards

1. **Applicability.** Maximum of eight units within UN Districts. The Limited Use Standards, numbers 2 - 7, do not apply to existing buildings that are being used as Multi-Family/condominiums unless the property is able to meet these standards. This determination is made by the Director of Development Services after reviewing a detailed site plan and narrative that demonstrates the inability of the property to meet the limited use standards numbers 2 - 7, below.
2. **Minimum Setback.** The closest property line of the use may not be located closer than 300 feet to an R-1 or R-0 district boundary, unless separated from such district by an arterial street, a right-of-way, or an intervening use. For infill, redevelopment, rehabilitation projects or new buildings in a developing site the setbacks shall match the established adjacent building setbacks.
3. **Accessory Structures.** When any portion of a building or structure is located adjacent to property used or zoned for lower-density residential, the accessory structures of the use, including garages and recreational facilities, shall be set back at least 10 feet from the adjacent property and the landowner shall provide a buffer between the structure and adjacent property. Visual screening shall be provided along all property lines. The screening shall consist of a landscaping strip at least four feet in width that provides a year-round visual barrier up to 5 feet off the ground. A solid masonry or concrete wall or a wood fence having a minimum height of five feet shall be installed immediately behind the landscaping strip. Accessory buildings that are structurally attached to a principal building shall conform to all standards that apply to the principal building.
4. **Fence.** The use shall have a decorative, wrought iron fence no more than 3 feet high in combination with landscaping planted so as to achieve full opaque screening at maturity.
5. **Setbacks.** Building setbacks shall create a uniformed setback along a public street. The front setback shall not be less than the average setback along the same and facing block faces.
6. **Sidewalks.** The design and location of sidewalks in a MF development shall encourage pedestrian circulation. All on-site sidewalks shall be a minimum of width of 5 feet. Sidewalks adjacent to a parking area, where cars may overhang the walkway, shall be a minimum width of 7 feet. Connections between the on-site pedestrian walkway network and any public sidewalk system shall be provided at regular intervals along the perimeter street.

7. **Street Trees.** Street trees are required to be planted and maintained along all streets and roadways. Street trees shall provide both a continuous, shaded environment along roadways and a physical and visual barrier between a pedestrian on the sidewalk and vehicles on the roadway.

a. Alleys and service drives shall not be considered streets or roadways for the purposes of this standard.

b. Spacing of street trees shall be a minimum of 15 feet and a maximum of 25 feet for the full length of all streets and roadways and shall be from among tree species on a City approved plant list; the Director of Public Works may modify the spacing to account for the mature size of trees and site features such as infrastructure and utilities.

c. Street trees shall be planted within the rights-of-way of all streets, access ways, and roadways, excluding thoroughfares, alleys, and service drives. If not allowed within a thoroughfare right-of-way, street trees shall be planted on the private lots along the thoroughfare right-of way.

d. Street trees shall be planted at least 3 feet from any curb or sidewalk.

SEC. 2.3~~18~~²² CORRECTIONAL OR REHABILITATION FACILITY

A. **Specific Use Standards.** The following minimum standards apply for a correctional or rehabilitation facility. The Planning Commission and the City Council may impose additional conditions to make the use compatible with adjacent development.

1. **Hours of Visitation.** Visits to residents of the facility by non-residents shall not occur between the hours of 10:00 PM and 8:00 AM.

2. **Minimum Distance from Same Use.** The use shall be located at least one-half mile from an existing location of the same use, measured as a radius from property lines of the limited use facility.

3. **Minimum Distance from Residential.**

a. From Existing Residential Dwellings: 200 feet from any residential dwelling in existence at the time a specific use permit is approved, measured as a radius from property lines of the limited use facility.

b. From Residential Districts: 200 feet from any residential zoning district boundary, measured as a radius from property lines of the facility.

4. **Minimum Distance from Certain Locations.** The use shall be located at least 200 feet from a school or public park, measured as a radius from property lines of the limited use.

SEC. 2.3~~19~~²³ CREDIT ACCESS BUSINESS

A. **Limited Use Standards.**

1. **Scale of Use.** The floor area of the use shall be at least 2,500 square feet.

2. **Minimum Distance from Same Use.** The use shall be located at least one-half mile from an existing location of the same use, measured as a radius from property lines of the limited use.

3. **Minimum Distance from Residential District.** The use shall be located at least 200 feet from a residential zoning district boundary, measured as a radius from property lines of the limited use, unless separated from the district by an arterial street.
4. **Minimum Distance from Sexually Oriented Business.** The use shall be located at least one-half mile from a sexually oriented business, measured as a radius from property lines of the limited use.
5. **Proof of Permitting.** For a credit access business, a person must submit an application on a form provided for that purpose to the director of development services. The application must contain the following:
 - a. The name, street address, mailing address, facsimile number, and telephone number of the applicant;
 - b. The business or trade name, street address, mailing address, facsimile number, and telephone number of the credit access business;
 - c. The names, street addresses, mailing addresses, and telephone numbers of all owners of the credit access business, and the nature and extent of each person's interest in the credit access business; and
 - d. A copy of a current, valid state license held by the credit access business pursuant to Chapter 393, Subchapter G of the Texas Finance Code.

SEC. 2.324 EXCAVATION

A. In General, Statement of Purpose and Intention:

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

B. Exceptions to permits required:

1. Building foundations, driveways, bulkheads/slope stabilization, landscaping, associated utilities, or approved drainage improvements;
2. Cisterns;
3. Swimming pools or similar installations;
4. Land clearing, leveling, or grading of a lot, site or tract, with proper City of Galveston permits. Topsoil may not be removed from the site;
5. Dredging or routine maintenance of existing canals or boat slips, with applicable Federal and state permits; or,
6. City of Galveston infrastructure projects, such as, but not limited to water/sewer lines, drainage culverts or ditches, public or private roadways, or the installation of private utility lines located within City dedicated easements or rights-of-way.

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

1. Mining and unregulated excavation of earth materials, such as a borrow pit.

2. The removal of any excavated earth material off Galveston and Pelican Island.

D. Definitions.

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

1. **Excavation.** The process of altering the existing grade below the natural contour level by which soil, sand, gravel, or shell is extracted, cut, dug, quarried, removed, displaced, or relocated.
2. **Development Excavation.** Any operation in which soil, sand, gravel or shell is excavated on the site of development for the purposes of raising the grade of the site, or construction of lagoons, lakes, canals, roads, berms or other similar land forms.
3. **Dredging.** The process of removing silt and other material from the bottom of bodies of water.
4. **Site Excavation:**
 - a. **Drainage.** Any operation in which soil, sand, gravel or shell is excavated and/or removed from a site for the purpose of providing required drainage for one or more properties, such as drainage culverts or ditches, public or private roadways for one or more tracts of land, as determined by the City of Galveston, Public Works Department.
 - b. **Wetland Mitigation.** Any operation in which soil, sand, gravel or shell is excavated and/or removed from a site for the purpose of an approved wetland mitigation project.
5. **Landscaping.** For the purposes of this Section, the term “Landscaping” shall be the area within the boundaries of a given lot, site or tract that consists of planting materials and treatments; including, but not limited to: trees, shrubs, ground covers, grass, flowers, decorative rock, bark, mulch, and other similar materials. This treatment may also include the use of logs, rocks, fountains, water features (not to exceed five feet (5’) in depth in the center), and contouring of the earth.
6. **Borrow Pit.** An area from which soil or earth material is removed below the grade of surrounding land to be taken/removed off-site.
7. **Sand Harvesting.** For the purposes of this subsection, the term “sand harvesting” shall be the excavation of beach-quality sand material, to be deposited on the public beaches of Galveston Island for the sole purpose of beach nourishment and/or dune restoration projects.

E. General Location Standards.

1. **Zoning.** As permitted in Table 2.201 of these Land Development Regulations (LDR).
2. **Setbacks.** The minimum setback for excavation work shall be the following:
 - a. In accordance with Section 29-2 of the City of Galveston Code of Ordinances; Development, Preservation and Protection of Sand Dunes.
 - b. Twenty-five feet (25’) from any developed public right-of-way.

c. **For Sand Harvesting projects:**

1. No sand harvesting south of FM 3005;
2. No sand harvesting within one thousand feet (1000') of the mean high tide of the Gulf of Mexico; and,
3. No sand harvesting within fifty feet (50') north of the FM 3005 northerly right-of-way line.

3. Public Improvements . Excavation shall not endanger any existing street or right-of-way, water line, sewer line, drainage line, any other utility line, public or private, parks or any other public improvement area.

F. **Excavation Approval Criteria.**

1. No person shall engage in Development or Site Excavation of soil, sand, gravel or shell until that person has secured an Excavation Permit.
2. An application for an Excavation Permit for Development or Site Excavation, shall be filed with the Development Services Department. The application shall include a site plan, and an operations plan.
 - a. The Development Services Department shall consider the following:
 1. The proposed excavation will not create hazardous conditions or imperil lives or property;
 2. The proposed excavation is in conformance with specifications approved by the City Engineer and standards adopted by the Planning Commission;
 3. Conformance with the City of Galveston Comprehensive Plan;
 4. Conformance with all applicable neighborhood, special area, corridor, or other plans adopted by the City;
 5. The applicant has addressed any impact to infrastructure, including on- and off-site drainage, public or private utility lines, existing street right-of-way, parks, or other public improvements; and,
 6. The applicant has addressed the public safety issues, including emergency vehicle and hurricane evacuation access.
 - b. For Sand Harvesting projects, the Development Services Department shall consider the following:
 1. Site Location
 - a. See General Location Standards in section (E)(2)(C).
 - b. Upland dredge placement areas are preferred in order to achieve a balance of cut and fill, in accordance with all applicable flood plain management practices. However, material must meet beach quality sand criteria as described by the Texas General Land Office.
 2. Borrow Area

- a. Acceptable borrow area size to be determined on merits of the overall excavation project.
 - b. Total amount of cubic yards to be excavated
- 3. Sand Quality
 - a. The classification of beach quality shall be determined by the Texas General Land Office; however, the material shall be of effective grain size, mineralogy, and quality of the existing beach material.
- 3. Such excavation or removal shall be done under the supervision of the City Engineer.

G. Bonds and Insurance Required.

1. Surety Bonds.

Surety Bonds are required for all Development and Site Excavation projects in which material is removed, in part or in whole, from the site. Sand harvesting projects do not require a surety bond.

2. Performance Bonds.

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

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

H. Site Plan Requirements and Standards.

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

1. Data Required.

a. Site Plan Requirements.

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

b. Drainage Plan.

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

c. Site Mapping.

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

d. Soil Test Survey (Geotechnical Investigation).

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

e. U. S. Army Corps of Engineers (USACE) Jurisdictional Determination. Applicants shall be required to submit the following:

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

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

I. Excavation Operation Requirements and Standards.

Applicants for development and site excavation shall include the following written information and adhere to the following standards:

1. Time.

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

2. Excavation Material, Methods and Equipment.

- a. **Type and Quantity.** The type of material, the volume of material, to be moved, and the excavation area (square yards) shall be specified.
- b. **Methods of Excavating and Processing.** The method, including the disposition of overburden or top soils shall be specified.
- c. **Equipment.** Equipment to be used in the operation of the excavation shall be specified.

3. Truck Traffic.

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

4. Noise.

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

5. Dust.

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

6. Drainage and Erosion.

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

7. Public Safety.

- a. **Fencing.** To prevent the public from wandering onto the site, a fence shall be constructed prior to commencement of operations, enclosing the area to be excavated may be done in phases. Fences shall be at least five and one-half feet (5½') in height, and may be constructed of woven wire fabric or wood. Gates shall be installed at all vehicular and pedestrian entrance points.
- b. **Material.** To prevent potential hazardous conditions, the applicant shall be responsible for maintaining all project materials and construction debris on-site and out of public right-of-ways.
- c. **Site Access.** Not more than one entrance and one exit to the site shall be provided for the area of operation. Local residential street locations should be avoided.
 1. **Access Roads.** Access roads shall be constructed and maintained in such a manner that the deposit of earth materials on the public roads is minimized.

8. Right of Entry.

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

J. Excavation Reclamation Plan (not applicable to beach nourishment projects).

The primary purpose of a Reclamation Plan is to ensure that the site will be restored to productive use through orderly steps. Two principal concerns shall be addressed: 1) What will be the useful land form; and, 2) How restoration will be accomplished? A Reclamation Plan shall be required at such time as the City determines that the excavation project has been abandoned. A Reclamation Plan is not required for sand harvesting projects. The Reclamation Plan shall include the following written and graphic information and adhere to the following standards:

1. **Data Required.** Must conform to all site plan requirements in accordance with these Land Development Regulations.
 - a. **Drainage Plan.**

A drainage plan for the fill area shall be submitted, detailing on- and off-site drainage and existing and modified drainage patterns resulting from the proposed excavation. Reclamation should proceed in such a way that natural and storm drainage, where it enters and leaves the premises, shall be altered only to the least degree necessary to carry out fill and related activities.
 - b. **Site Mapping.**
 1. **Scale.** One inch equals 100 feet preferable, or one inch equals 200 feet alternative acceptable.
 2. **Contour Interval.** Two feet (2') for slopes thirty percent (30%) or less; ten feet

(10') for greater slopes.

3. **Cross Sections.** Vertical scale shall be equal to or in exaggeration of horizontal scale to illustrate conditions.

d. **Soil Test Survey (Geotechnical Investigation).**

A soil test survey shall be undertaken for all areas to be filled. Information obtained from the soil test survey shall be utilized in determining fill material, drainage, slope, soil bearing capacity, structural stability and other design factors.

- e. **U. S. Army Corps of Engineers (USACE).** Applicants shall be required to submit the following:

1. A Jurisdictional Determination and all supporting documentation provided to the USACE for use in the determination of jurisdictions shall be submitted with the letter of release; or,
2. A copy of the USACE permit application materials required for the proposed fill project shall be submitted with the Reclamation Plan.

- f. Additional Data and Conditions as required by this Subsection.

2. Reclamation Plan Standards.

a. **Timing.**

1. Phasing of operations and reclamation steps shall be indicated.
2. Overburden shall not be removed from an area larger than that excavated within one year.
3. Topsoil grading and planting of an area designated for phased restoration shall be completed before fill can occur in a subsequent phase.
4. Topsoil, which is generally defined as the layer of soil between 0" – 24" below grade, shall be maintained for use on-site.

b. **Site Clearance.**

All stumps, rocks, and other debris resulting from the previous excavation related activity shall be disposed of by methods approved by the City Engineer.

c. **Slope and Water Quality (Excavation Area).**

1. **Slope.**

a. All banks (excluding excavation area to contain water) shall be in accordance with topography established in reclamation plans with no slopes greater than two feet (2') horizontal to one foot (1') vertical.

b. If water is to be left in the previously excavated area, the slope can be greater than 2:1. However, the use of bulkheads and other erosion control measures shall be approved by the City Engineer (based upon analysis of the soil test survey).

2. **Water Quality.**

- (a) Seven feet (7') or less below the ground water table: Maximum depth that is recommended upon completion.
- (b) More than seven feet (7') below the ground water table: A letter from a Professional Engineer (PE) certifying what additional design factors will be utilized to ensure that the water quality does not degrade below current Federal Standards (e.g. less than 4.0 ppm dissolved oxygen normally violates Federal Standards).
- (c) The applicant shall submit an affirmative statement indicating that no negative effects to the ground water reservoir will result from the construction of or design of the proposed project.

d. Cover and Planting.

- 1. A layer of topsoil, to a depth of at least six inches (6") shall be placed on all areas to be landscaped, or a schedule for fertilization and watering shall be submitted.
- 2. Grass, shrubs and trees, or other vegetation, shall be planted to prevent erosion and provide for screening and natural beauty.

SEC. 2.325 FINE ARTS INSTRUCTION

A. Limited Use Standards.

- 1. Limited Use in the R-0 and R-1 Districts. The use shall be limited to no more than two pupils at a time.
- 2. Noise Limitation. All on-site activities shall comply with the City's noise regulations. The use shall not create or cause any perceptible noise, odor, smoke, electrical interference, or vibrations that constitute a public or private nuisance to neighboring properties.

SEC. 2.320-26 FLEA MARKET

A. Limited Use Standards.

- 1. **Hours of Operation near Residential.**
 - a. Except in the CB district, the use, if within 200 feet of a residential use or a residential zoning district boundary, measured as a radius from property lines of the limited use, shall not operate between the hours of 9:00 PM and 9:00 AM.
 - b. Hours of Operation if Outdoor: The limitation on hours of operation above shall be between the hours of 7:00 AM and 9:00 PM for an outdoor flea market.
- 2. **Minimum Distance from Same Use.** One-half mile from an existing location of the same use.
- 3. **Minimum Setback.** All Outdoor Flea Market Operations shall be located at least 50 feet from all property lines.

4. **Noise Limitation.** All Outdoor Flea Market Operations shall comply with the City's noise regulations. Additionally, any outdoor speakers shall be oriented toward the interior of the site and away from property lines.

SEC 2.327 GOLF CARTS, SALES AND SERVICE

A. Limited Use Standards.

1. **Use Limitation in CB Districts.** The use shall be conducted in existing structures only. No outside repair or display/sales of golf carts permitted.
2. **Seawall Frontage.** No new or expanded surface parking permitted for this use on properties with frontage on Seawall Boulevard.
3. **Orientation of Service Bays.** Service or repair bays associated with the use shall be oriented away from arterial roadways and any adjacent residential use or residential zoning district boundary.
4. **Outdoor Display.** Outdoor vehicle display shall occur only on paved areas of the site; the displayed vehicles shall not occupy or obstruct required parking spaces.
5. **Elevated Display.** No more than one outdoor elevated display shall be permitted; the elevated display shall raise the golf cart no more than 3 feet off the ground.
6. **Screening.** Except in the CB district, when the site is located adjacent to a residential use or residential zoning district boundary, visual screening shall be provided along all common sides and rear property lines. The screening shall consist of a solid landscaping strip of at least 4 feet in width that provides a year-round visual barrier, and positioned directly adjacent to the adjoining property. A solid masonry or concrete wall or a wood fence having a minimum height of five feet shall be installed immediately behind the landscaping strip.
7. **Sidewalks.** Sidewalks, curbs, and curb cuts shall be provided on all street frontages. All on-site sidewalks shall be a minimum width of five feet.
8. **Property Maintenance.** The property upon which any used car lot is located must be maintained in a neat and orderly manner with no accumulation of inoperable golf carts, tires, gold cart parts, garbage, refuse, or debris on the property.

SEC. 2.3~~21~~28 GUN SHOP

A. Limited Use Standards.

1. **Proof of Permitting.** The applicant shall provide proof of application for any permits required by the State of Texas or the Federal Government at the time of application for limited use approval, and shall provide proof of issuance of any required licenses before commencing operations.
2. **Use Limitation.** Outdoor shooting ranges are prohibited.
3. **Minimum Distance from Certain Locations.** The use shall be located at least 200 feet from a school, public park or place of worship, measured as a radius from property lines of the limited use.
4. **Scale of Use.** In the C, CB, REC/RES districts, a gun shop with an indoor firing range shall be developed on a tractor lot with a minimum area of 20,000 square feet.

5. **Noise Limitation.** Outdoor noise levels shall be maintained at the same noise decibel existing prior to the development of a firing range.

SEC. 2.3~~22~~²⁹ HEAVY INDUSTRY

A. Limited Use Standards.

1. **Truck Access.** The use shall be located such that associated truck traffic can access a collector or arterial roadway or highway without traveling on a public street rights-of-way adjacent to any residential property, school, public park, recreational area, or facility.
2. **Minimum Distance from Residential.** The use shall be located at least 200 feet from any residential use or residential zoning district boundary, measured as a radius from property lines of the limited use.
3. **Noise Limitation.** The use shall not create or cause any perceptible noise, odor, smoke, electrical interference, or vibrations that constitute a public or private nuisance to neighboring properties.
4. **Use Limitation.** LI uses located in the HI district shall meet Heavy Industry Limited Use Standards.
5. **Commercial Composting.** Commercial composting is prohibited.

SEC. 2.3~~23~~³⁰ HEAVY VEHICLE, MANUFACTURED HOME SALES, WATERCRAFT, OR AIRCRAFT SALES OR RENTAL

B. Limited Use Standards.

1. **Hours of Operation near Residential.** When abutting or within 200 feet of a residential use or zoning district boundary, measured as a radius from property lines of the limited use, the use shall not have any outdoor sales or loading or delivery activities between the hours of 10:00 PM and 7:00 AM.
2. **Truck and Trailer Access.** The use shall be located such that associated truck and trailer traffic can access an arterial roadway without traveling on a public rights-of-way adjacent to any residential property, school, public park, or recreational area.
3. **Minimum Setback.**
 - c. Outdoor Display or Sales and Other Outdoor Storage: shall be located 25 feet from any residential property line or zoning district boundary.
 - d. Vehicle Wash Facilities: Accessory vehicle wash facilities and their incidental functions, including vacuums and air compressors, shall be set back at least 50 feet from the side or rear property line of any adjacent residential use or residential zoning district boundary.
4. **Orientation of Service Bays.** Any service or repair bays associated with the use shall be oriented away from adjacent, public rights-of-way or any adjacent residential use or residential zoning district boundary.
5. **Outdoor Vehicle Display.** Outdoor vehicle display shall occur only on paved areas of the site, and the displayed vehicles shall not occupy or obstruct required parking spaces.

6. **Elevated Vehicle Display.** No more than one outdoor elevated display vehicle shall be permitted, and the elevated display shall raise the vehicle no more than 3 feet off the ground.
7. **Vehicle Visibility.** Booms, derricks, grapple loaders, platforms, and other auxiliary equipment or extensions on heavy vehicles shall be lowered as much as possible. No signs, banners, or flags shall be hung on such auxiliary equipment or extensions.
8. **Noise Limitation.** All outdoor activities shall comply with the City's noise regulations. Additionally, any outdoor speakers shall be oriented toward the interior of the site and away from property lines, and shall not be operated after 9:00 PM except to provide emergency notifications.
9. **Screening.** When the site is located adjacent to a residential use or zoning district boundary, visual screening shall be provided along all common sides and rear property lines. The screening shall consist of a landscaping strip at least 4 feet in width that provides a year-round visual barrier and positioned adjacent to the adjoining property. A solid masonry or concrete wall or a wood fence having a minimum height of 5 feet shall be installed immediately behind the landscaping strip.

SEC. 2.3~~24~~31 HELISTOP

A. Limited Use Standards.

1. **Proof of Permitting.** The applicant shall provide proof of application for any permits required by the State of Texas or the Federal Government at the time of application for limited use approval and shall provide proof of issuance of any required licenses before commencing operations.
2. **Hours of Operation for Commercial Amusement Use.** When helicopter operations are conducted as a commercial amusement, activity shall not occur between the hours of 10:00 PM and 9:00 AM.
3. **Minimum Distance from Same Commercial Amusement Use.** When helicopter operations are conducted as a commercial amusement, the use shall be located at least one-half mile from an existing location of the same use, measured as a radius from property lines of the limited use.
4. **Minimum Distance from Residential.** The use shall be located at least 200 feet from any residential use or residential zoning district boundary, measured as a radius from property lines of the limited use.
5. **Minimum Site Area.** The use shall occur on a site of at least one acre.
6. **Minimum Setback of Fuel Tanks.** Fuel storage tanks shall be located at least 150 feet from any property line.
7. **Screening.** When the site is visible from a residential use or residential zoning district boundary, visual screening shall be provided along all property lines with such visibility. The screening shall consist of a landscaping strip at least four feet in width that provides a year-round visual barrier up to five feet off the ground. A solid masonry or concrete wall or a wood fence having a minimum height of five feet shall be installed immediately behind the landscaping strip.

SEC. 2.3~~25~~32 HOME BASED ~~OCCUPATION~~/BUSINESS

A. Limited Use Standards.

1. **Use Limitation.** The use is limited to office or service businesses. The use shall not involve vehicle service or repair, a Bed and Breakfast, or any type of Residential Child Care Facility or Day Care Child Care Facility.
2. **Proof of Permitting.** The business shall be operated in accordance with all applicable federal and state law and permitting requirements.
3. **Resident Ownership.** The home business shall be owned and managed by a person who resides in the dwelling unit or ADU.
4. **Non-Resident Employees.** The business may employ up to two persons who do not live in the dwelling unit.
5. **Maximum Floor Area.** The business activity shall not occupy more than 50 percent of the gross floor area of the principal residential building.
6. **Accessory Buildings.** Accessory buildings may be used for business operations or storage if built in a manner that is similar in style and materials to the principal structure.
7. **Maintain Residential Character.** No alteration shall be made to the dwelling to accommodate the home business that changes the dwelling's residential character and appearance.
8. **No Exterior Activity.** All business operations and any storage shall be indoors.
9. **Parking.** Commercial vehicles shall not be parked on the site other than those associated with the business and for the personal use of the owner.
10. **No On-Site Direct Sales.** No retail or wholesale sales activity is permitted except for sales distributors who fill orders for catalog-type products and make deliveries to the customer location, as opposed to customers coming to the place of business.
11. **No Visible Merchandise Display.** No commercial display of merchandise or goods for sale shall be visible from the exterior of the dwelling unit.
12. **Limited Deliveries.** Parcel pickup/delivery services are permitted but not bulk commercial deliveries from trucks.
13. **No Nuisance Created.** The home business shall not create or cause any perceptible noise, odor, smoke, electrical interference, or vibrations that constitute a public or private nuisance to neighboring properties.

SEC. 2.32633 HOME BASED OCCUPATION

A. Limited Use Standards

1. **Maintain Residential Character.** The home based occupation must not alter the dwelling to accommodate the home business in any manner that changes the dwelling's residential character and appearance.
2. **Signage.** No signage or on-site advertising permitted.
3. **Non-Resident Employees.** Non-resident employees prohibited.
4. **Use Limitation.** Home based occupation may not receive customers and clients on-site. Silk Stocking and Lost Bayou neighborhoods are exempt from this provision.

SEC. 2.3~~27~~34 HOMELESS SHELTER

A. Limited Use Standards.

1. **Minimum Distance from Same Use.** The use shall be located at least one-half mile from an existing location of the same use, measured as a radius from property lines of the limited use.
2. **Minimum Distance from Residential.** The use shall be located at least 200 feet from an R-0, R-1, R-2, or ~~HZD~~ R-3 district, measured as a radius from property lines of the limited use.
3. **Maximum Distance from Services.** The use shall be located not more than one-quarter mile from social, public health, or employment services unless the shelter also provides transportation assistance or is located within one-quarter mile of a public transportation stop or transfer facility.
4. **Residential Character.** If operated within a pre-existing residential dwelling, the use shall maintain the residential character and appearance of the structure.

- B. **Specific Use Standards.** The following minimum standards apply for a homeless shelter. The Planning Commission and City Council may impose additional conditions to make the use compatible with adjacent development and protect the public health, safety, and general welfare of the public.

SEC. 2.3~~28~~35 HOSPITAL HOUSE ESTABLISHMENT

A. Limited Use Standards.

1. **Residential Structure.** The use shall be located within a residential structure.
2. **On-Site Management.** A resident manager shall live on the site, or the use shall be staffed with 24-hour, on-site management.
3. **Occupancy Limit in UN District.** The use shall not provide for overnight occupancy by more than 12 guests.
4. **Parking Area Screening.** All off-street parking areas for this use with more than 5 parking spaces shall meet the perimeter screening requirements in Article 9, Landscaping.
5. **Signage.** No signage shall be permitted when the use is in a Historic (H) overlay district. Signs may be permitted elsewhere in accordance with Article 5. Signs.
6. **Sanitary Conditions.** The manager shall provide clean linens and towels as necessary, adequate heating, ventilation and lighting, adequate hot and cold water, adequate sewage disposal, and maintain the outside area in a clean and sanitary manner.
7. **Fire Safety Standards.** The use shall comply with all requirements of the City of Galveston Fire Marshal regarding installation of fire detection or fire suppression measures, required fire inspections, or other requirements before the issuance of a certificate of occupancy.

SEC. 2.3~~29~~36 KENNEL

A. Limited Use Standards.

1. **Minimum Distance from Residential.** Any building used for the boarding of animals shall be located at least 200 feet from any residential use or residential zoning district

boundary, school, day care facility, or public park, other than a dog park, measured as a radius from property lines of the limited use.

2. **Sound-Proofing.** Where the site is located adjacent to a residential use or zoning district boundary, all buildings used for the care or boarding of animals shall be fully enclosed and sound-proofed so animal noises will not be audible from a property line.
3. **Hours for Outdoor Dog Runs and Animal Exercise Areas.** Where the site is located adjacent to a residential use or zoning district boundary, outdoor dog runs shall not be used, and no other outdoor animal exercise shall occur, between the hours of 9:00 PM and 8:00 AM.
4. **Front Yard Maintenance.** The front yard area shall not be used for animal exercise, and all yards shall be cleared daily of any animal waste.
5. **Screening of Outdoor Dog Runs and Animal Exercise Areas.** Any outdoor dog runs or animal exercise areas visible from a public rights-of-way or adjacent residential use or zoning district boundary shall be enclosed by a solid masonry or concrete wall or a wood fence having a minimum height of five feet.
6. **No Nuisance Created.** The use shall not create or cause any perceptible noise or odors, smoke, electrical interference, or vibrations that constitute a public or private nuisance to neighboring properties.

SEC. 2.3307 LIGHT INDUSTRY

A. Limited Use Standards.

1. **Hours of Activities near Residential.** The use, if within 200 feet of the property line of a residential use, a mixed-use development that includes residential use, or a residential zoning district boundary, measured as a radius from property lines of the limited use, shall not operate any heavy industrial machinery or equipment between the hours of 9:00 PM and 8:00 AM.
2. **Minimum Distance from Residential.**
 - a. From Existing Residential Dwellings: 200 feet from any residential dwelling in existence at the time the use receives limited use approval, measured as a radius from property lines of the limited use.
 - b. From Residential Districts: 200 feet from any residential zoning district boundary, measured as a radius from property lines of the limited use.
3. **Truck Access.** The use shall be located such that associated truck traffic can access a collector or arterial roadway or a highway without traveling on a public rights-of-way adjacent to any residential property, school, public park, recreational area, or facility.
 - a. Loading and Service Areas: 25 feet from any residential property line or zoning district boundary.
 - b. Outdoor Storage: 25 feet from any residential property line or zoning district boundary.
4. **Noise Limitation.** All on-site activities shall comply with City noise regulations.
5. **Screening.** When the site is located adjacent to a residential use or residential zoning district boundary, visual screening shall be provided along all common sides and rear

property lines. The screening shall consist of a landscaping strip at least 4 feet in width that provides a year-round visual barrier, and shall be positioned directly adjacent to the adjoining property. A solid masonry or concrete wall or a wood fence having a minimum height of five feet shall be installed immediately behind the landscaping strip.

6. **Materials Management.** Appropriate measures shall be taken to contain, cover, or otherwise secure materials that are likely to generate wind-blown dust or debris that may affect adjacent properties.
7. **No Nuisance Created.** The use shall not create or cause any perceptible noise, odor, smoke, electrical interference, or vibrations that constitute a public or private nuisance to neighboring properties.
8. **Use Limitation.** LI uses located in the HI district shall meet the Limited Use Standards established in the HI district.
9. **Historic Zoning District.** Limited use on property known as 1202 and 1208 Postoffice/Avenue E and legally described as Lots 8 and 9, Block 492, in the City of Galveston only. Section A.1., A.2., and A.3. shall not apply to this subsection. The “Light Industry” land use allowed by this subsection shall be restricted to Food and Beverage production. (Ord. 15.031)

SEC. 2.3318 LIVE-WORK UNIT

A. Limited Use Standards.

1. **Use Limitation.** The nonresidential portion of a live-work unit may be only a commercial retail, office, personal or professional services, and counseling activity as defined in these regulations.
2. **Scale of Use.** The floor area of the nonresidential portion of the use shall not exceed 2,500 square feet.
3. **Historic Corner Store Structures.** If located within an existing traditional, corner store historic structure the floor area of the nonresidential portion of the structure shall not exceed 5,500 square feet.
4. **Hours of Operation for Nonresidential Use.** The nonresidential portion of the use shall not operate between the hours of 9:00 PM and 8:00 AM.
5. **Minimum Distance from Single-Family Residential District.** The use shall be located at least 200 feet from an R-1 district boundary, measured as a radius from property lines of the limited use, unless separated from the district by an arterial street.
6. **Corner Location.**
 - a. **Commercial Retail:** The use shall be located on a corner lot if the nonresidential portion of the use involves a commercial retail activity.
 - b. **Multiple Units:** Multiple live-work units may be located on a blockface only if developed as a contiguous group, with one unit located on a corner lot, and with no more than five units in the group.
7. **No Drive-Through Activity in UN District.** The use shall not include a drive-through component.

8. **Maintain Residential Character.** If located within a pre-existing dwelling that was converted to a live-work unit, the use shall maintain the residential character and appearance of the structure.
9. **Use Limitation.** The business owner and the residents' occupant in the residential portion of the live-work unit must be the same person.

SEC. 2.3329 MULTI-FAMILY (MF) RESIDENTIAL

A. Limited Use Standards

1. **Applicability.** Maximum of eight units within ~~R-2 and the~~ UN Districts. The Limited Use Standards, numbers 2 - 7, do not apply to existing buildings that are being used as Multi-Family unless the property is able to meet these standards. This determination is made by the Director of Development Services after reviewing a detailed site plan and narrative that demonstrates the inability of the property to meet the limited use standards numbers 2 - 7 below.
2. **Minimum Setback.** The closest property line of the use may not be located closer than 300 feet to an R-1 or R-0 district boundary, unless separated from such district by an arterial street, a right-of-way, or an intervening use. For infill, redevelopment, rehabilitation projects or new buildings in a developing site the setbacks shall match the established adjacent building setbacks.
3. **Accessory Structures.** When any portion of a building or structure is located adjacent to property used or zoned for lower-density residential, the accessory structures of the use, including garages and recreational facilities, shall be set back at least 10 feet from the adjacent property and the landowner shall provide a buffer between the structure and adjacent property. Visual screening shall be provided along all property lines. The screening shall consist of a landscaping strip at least four feet in width that provides a year-round visual barrier up to 5 feet off the ground. A solid masonry or concrete wall or a wood fence having a minimum height of five feet shall be installed immediately behind the landscaping strip. Accessory buildings that are structurally attached to a principal building shall conform to all standards that apply to the principal building.
4. **Fence.** The use shall have a decorative, wrought iron fence no more than 3 feet high in combination with landscaping planted so as to achieve full opaque screening at maturity.
5. **Setbacks.** Building setbacks shall create a uniformed setback along a public street. The front setback shall not be less than the average setback along the same and facing block faces.
6. **Sidewalks.** The design and location of sidewalks in a MF development shall encourage pedestrian circulation. All on-site sidewalks shall be a minimum of width of 5 feet. Sidewalks adjacent to a parking area, where cars may overhang the walkway, shall be a minimum width of 7 feet. Connections between the on-site pedestrian walkway network and any public sidewalk system shall be provided at regular intervals along the perimeter street.
7. **Street Trees.** Street trees are required to be planted and maintained along all streets and roadways. Street trees shall provide both a continuous, shaded environment along roadways and a physical and visual barrier between a pedestrian on the sidewalk and vehicles on the roadway.

- a. Alleys and service drives shall not be considered streets or roadways for the purposes of this standard.
- b. Spacing of street trees shall be a minimum of 15 feet and a maximum of 25 feet for the full length of all streets and roadways and shall be from among tree species on a City approved plant list; the Director of Public Works may modify the spacing to account for the mature size of trees and site features such as infrastructure and utilities.
- c. Street trees shall be planted within the rights-of-way of all streets, access ways, and roadways, excluding thoroughfares, alleys, and service drives. If not allowed within a thoroughfare right-of-way, street trees shall be planted on the private lots along the thoroughfare right-of way.
- d. Street trees shall be planted at least 3 feet from any curb or sidewalk.

SEC. 2.3~~33~~40 NURSERY WHOLESALE

A. Limited Use Standards

1. **Hours of Operation.** A wholesale nursery or greenhouse when abutting a residential use or a residential zoning district boundary shall not operate between the hours of 9:00 PM and 7:00 AM.
2. **Minimum Setback.**
 - a. Loading and Service Areas: 25 feet from any residential property line or zoning district boundary.
 - b. Outdoor Merchandise Display/Sales and Other Outdoor Storage: 25 feet from any residential property line or zoning district boundary.
3. **Screening.** When the site is located adjacent to a residential use or zoning district boundary, visual screening shall be provided along all common sides and rear property lines. The opaque screening shall consist of a landscaping strip at least 4 feet in width that provides a year-round visual barrier, and positioned directly adjacent to the adjoining property. A solid masonry or concrete wall or a wood fence having a minimum height of five feet shall be installed immediately behind the landscaping strip.
4. **Materials Management.** Appropriate measures shall be taken to contain, cover, or otherwise secure materials that are likely to generate wind-blown dust or debris that may affect adjacent properties, including bulk mulch, sand, soil, fill, rock, and similar materials.
5. **Fencing.** Chain link fence, if used on the site, shall not be not visible from any property line.

SEC. 2.3~~34~~41 NURSING/CONVALESCENT HOME

A. Limited Use Standards.

1. **Existing Structures in the UN district.** The use shall be permitted only in existing structures.
2. **Occupancy Limit in UN District.** The use shall not provide full-time overnight care for more than 16 residents.

3. **Internal Access in UN District.** Ingress to and egress from all resident rooms or living areas shall be made through the interior of the building rather than from direct outside entrances to each such room or living area.
 4. **Parking in UN and MF Districts.** All off-street parking areas for this use with more than five parking spaces shall meet the perimeter screening requirements in Article 9, Landscaping.
- B. **Specific Use Standards.** The use shall require a Specific Use Permit as set out in the Permitted Use Table.
- C. **Combination with Place of Public Assembly.** Nursing and convalescent homes are allowed as part of a development that includes a place of public assembly.

SEC. 2.3~~35~~⁴² BAIL BOND OFFICE

A. Limited Use Standards.

1. **Structures located on Seawall Boulevard with frontage on Seawall Boulevard.** Bail Bond use shall be permitted only in existing structures.
2. **Scale of Use in UN District.** The floor area of the Bail Bond Office use shall not exceed 2,500 square feet.
3. **Minimum Distance from Single-Family Residential in UN District.** The Bail Bond use shall be located at least 200 feet from an R-1 or R-2 district boundary, measured as a radius from property lines of the limited use, unless separated from the district by an arterial street.
4. **Screening in UN District.** When the Bail Bond use is located adjacent to a residential use or residential zoning district boundary, visual screening shall be provided along all common sides and rear property lines. The screening shall consist of a landscaping strip at least four feet in width that provides a year-round visual barrier, and positioned directly adjacent to the adjoining property. A solid masonry or concrete wall or a wood fence having a minimum height of 5 feet shall be installed immediately behind the landscaping strip.

SEC. 2.343 OUTDOOR STORAGE

A. Limited Use Standards.

Outdoor storage include but is not limited to the storage of equipment, boat(s), vehicles or golf carts other than those for sale by a vehicle or golf cart dealership, supplies, materials, machinery, building materials, waste or scrap, pallets, and similar materials shall conform to the following standards:

1. **Paving.** Outdoor storage areas shall be paved with asphalt or concrete.

2. **Screening.**

- a. **Residential:** When the site is located adjacent to a residential use or residential zoning district boundary, visual screening shall be provided along all common sides and rear property lines. The screening shall consist of a landscaping strip at least four feet in width that provides a year-round visual barrier, and positioned directly adjacent to the adjoining property. A solid masonry or concrete wall or a

wood fence having a minimum height of five feet shall be installed immediately behind the landscaping strip.

- b. Arterial Roadway: Any outdoor storage areas visible from an arterial roadway shall be enclosed by a solid masonry or concrete wall, or a wood fence of sufficient height such that no stored materials or merchandise are visible above the top of the screening wall or fence. However, no fence shall exceed 8 feet in height.

SEC. 2.33644 PARKING LOT, COMMERCIAL SURFACE PARKING AREA

A. Limited Use Standards.

1. Commercial Surface Parking Lots

- a. 7 foot wide perimeter landscaping
- b. One tree every 25 linear feet of parking lot frontage, 2 inch caliper trunk, 14 feet high
- c. 10 foot wide sidewalk along public rights-of-way. The required sidewalk width may be reduced as approved by the Public Works Director when there is inadequate right-of-way.

2. Interior Landscaping

- a. One canopy tree for every eight parking spaces, 2 inch caliper trunk, 14 feet high
- b. 150 square feet of planting area for each canopy tree
- c. 8 foot wide interior landscape medians filled with groundcover grasses and 3 foot high shrubs
- d. 2 foot wide overhang zone with groundcover
- e. 8 foot wide planting beds/ with trees required at both ends of parking rows.
- f. 8 foot wide planting strip required every other interior row

3. **Storm Water Quality Discharge.** Collection and discharge points shall be in sedimentation basins in parking row medians, elevated catch basins, filter fabric, gravel filter, retention ponding, inlets (spaced as appropriate), and piping connected to on-site storm water system.

4. **Parking area construction materials required.** Required materials are concrete or asphalt.

5. **Design of Entries/Access** Parking lot layout, access, and markings shall be designed in accordance with *ITE Traffic Engineering Handbook, 6th Edition*.

6. **Fencing.** Shall be a solid screen and constructed of masonry or wood.

SEC. 2.33745 PARKING STRUCTURE INCIDENTAL TO MIXED USE OR MAIN USE STRUCTURE

A. Limited Use Standards

1. **General Design.** Structures shall comply with the following design Standards:

- a. Blank, flat unarticulated walls are prohibited. Parking structures shall be visually similar in character and scale to adjacent buildings;
 - b. Except on sides abutting an alley, all floors above the ground floor of the parking structure shall have architecturally articulated facades designed to screen the view of parked cars;
 - c. The amount of street frontage devoted to a parking structure shall be minimized by placing its shortest dimension(s) along the street edge; and
 - d. Lighting within parking structures shall be directed inward to minimize light pollution.
2. **Design of Entries/Access**
- a. Vehicle entry to off-street parking structures shall be integrated into the placement and design of adjacent buildings or oriented away from the primary street frontage. At a minimum, parking structures shall have vehicle entries from locations that minimize conflicts with pedestrian circulation.
 - b. Parking structures and adjacent sidewalks shall be designed so pedestrians are clearly visible to entering and exiting vehicles.
3. **Ground Floor Use and Design, Commercial.** A commercial parking structure that is integrated into a building containing primarily nonresidential uses shall be constructed at a depth to permit occupancy by any commercial use allowed in the district when 80 percent of the ground floor is adjacent to a public street(except an alley) or adjacent to a public open space/plaza. The ground-level facade of the structure up to and exceeding the first 19 vertical feet of the structure, shall include the following features:
- a. Facade articulation and modulation through changes in vertical wall plane and/or a change in building material;
 - b. Use of real windows with glazing that may be translucent, but shall not include black or mirrored glass or similar opaque glazing;
 - c. Integration of multiple building entrances; and
 - d. Corner architectural elements shall be incorporated such as a corner entrance, signage, glazing, and/or visually exposed stairs when parking structures are located on street corners.
4. **Ground Floor Use and Design, Residential.** When a parking structure provides parking for residential uses or when the structure is integrated into a residential building, the applicant shall either:
- a. Follow the design standard for Commercial; or
 - b. Use the ground floor of the structure for parking, provided the ground-level façade of the structure (at least the first 12 vertical feet of the structure) includes at least two of the following features:
 - i. Façade articulation and modulation through changes in vertical wall plane and/or a change in building material;
 - ii. Use of real windows with glazing that may be translucent, but shall not include black or mirrored glass or similar opaque glazing;
 - iii. Use of false windows defined by frames or lintels and sills;

- iv. Integration of multiple building entrances; and
- v. Buffering of the street edge with landscaping, berms, or landscaped planters.

SEC. 2.3~~38~~⁴⁶ PASSENGER MOTOR VEHICLE SALES OR RENTAL

A. Limited Use Standards.

1. **Use Limitation in CB Districts.** The use shall involve only vehicle rental and not vehicle sales. No outside repair of vehicles or bodywork permitted.
2. **No On-Site Direct Sales** Passenger Motor Vehicle Sales uses are prohibited on properties with frontage on Seawall Boulevard.
3. **Parking.** No new or expanded surface parking permitted for this use on properties with frontage on Seawall Boulevard.
4. **Minimum Setback.** Except in the CB district:
 - a. Outdoor Vehicle Display/Sales and Other Outdoor Storage: 25 feet from any residential property line or zoning district boundary.
 - b. Vehicle Wash Facilities. Accessory vehicle wash facilities and their incidental functions, including vacuums and air compressors, shall be set back at least 50 feet from the side or rear property line of any adjacent residential use or residential zoning district boundary.
5. **Interior Space Only in CB District.** All vehicle display and showroom areas shall be within an enclosed building.
6. **Orientation of Service Bays.** Except in the CB district, any service or repair bays associated with the use shall be oriented away from adjacent public street right-of-ways or any adjacent residential use or residential zoning district boundary.
7. **Outdoor Vehicle Display.** Outdoor vehicle display shall occur only on paved areas of the site; the displayed vehicles shall not occupy or obstruct required parking spaces.
8. **Elevated Vehicle Display.** No more than one outdoor elevated display vehicle shall be permitted; the elevated display shall raise the vehicle no more than 3 feet off the ground.
9. **Screening.** Except in the CB district, when the site is located adjacent to a residential use or residential zoning district boundary, visual screening shall be provided along all common sides and rear property lines. The screening shall consist of a solid landscaping strip at least 4 feet in width that provides a year-round visual barrier, and positioned directly adjacent to the adjoining property. A solid masonry or concrete wall or a wood fence having a minimum height of five feet shall be installed immediately behind the landscaping strip.
10. **Surface treatment.** All surfaces for vehicle travel or storage are to be treated with a dustless surface and an adequate system of storm drainage.
11. **Space Parameters.** Every space for a vehicle for sale shall measure 10 feet by 24 feet.
12. **Sidewalks.** Sidewalks, curbs, and curb cuts shall be provided on all street frontages. All on-site sidewalks shall be a minimum of width of five feet.

13. **Property maintenance.** The property upon which any used car lot is located must be maintained in a neat and orderly manner with no accumulation of junk vehicles, tires, auto parts, garbage, refuse, or debris on the property.

SEC. 2.3~~39~~⁴⁷ PERSONAL FITNESS ~~OR MUSIC INSTRUCTION~~

A. Limited Use Standards.

1. **Scale of Use.** The floor area of this use shall not exceed 2,500 square feet.
2. **Occupancy in UN District.** The use shall not accommodate more than five customers and not more than two non-resident employees on the premises at any one time.
3. **Limited Activities in UN District.** The use shall not involve recitals, competitions, or other assemblies that would bring multiple visitors to the site other than the customers who receive services or instruction on the premises.
4. **Hours of Operation near Residential.** The use, when abutting a residential use or residential zoning district boundary, shall not operate between the hours of 8:00 PM and 5:00 AM. Additionally, no outdoor activities shall occur before 9:00 AM if the site abuts a residential use.
5. **Residential Character in UN District.** If operated within a pre-existing dwelling, the use shall maintain the residential character and appearance of the structure.
6. **Sound-Proofing.** Where the use is located adjacent to a residential use or residential zoning district boundary, all buildings that will involve amplification of music or voices shall be fully enclosed and soundproofed to ensure compliance with City noise regulations at all common property lines. No outdoor speakers shall be used in association with any outdoor activities.

SEC. 2.3~~40~~⁸ PET GROOMING AND SERVICES

A. Limited Use Standards.

1. **No Outdoor Activity.** The use shall be conducted within a fully enclosed building and shall not include any outdoor dog runs or animal exercise areas.
2. **Sidewalk.** The owner shall clear all public sidewalk areas of animal waste daily.
3. **Maintain Residential Character.** If operated within a pre-existing dwelling, the use shall maintain the residential character and appearance of the structure.
4. **Noise Limitation.** All on-site activities shall comply with City noise regulations. Where the site is located adjacent to a residential use, a mixed-use development that includes residential use, or a residential zoning district boundary.
5. **Sound-Proofing.** All buildings where animals will be accommodated shall be soundproofed such that no animal noises will be audible from a property line.

SEC. 2.3~~41~~⁹ PLACE OF PRIVATE ASSEMBLY

A. Limited Use Standards

1. **Parking.** Must meet parking standard of one space per 200 square feet of ~~gross~~ floor area.
(Ord. 15-0XX)

2. **Sound-Proofing.** Must comply City noise regulations or seek appropriate permit to exceed regulated noise levels.

SEC. 2.3~~42~~50 PLACE OF PUBLIC ASSEMBLY

A. Limited Use Standards.

1. **Scale of Use.** The ~~gross~~ floor area of the use shall not exceed 2,500 square feet unless located on a corner site, in which case the ~~gross~~ floor area of the use shall not exceed 5,500 square feet.
2. **Hours for Outdoor Events near Residential.** The use, when abutting a residential use, shall not involve any outdoor events after 9:00 PM or before 8:00 AM.

SEC. 2.3~~43~~51 PROFESSIONAL SERVICES OR COUNSELING

A. Limited Use Standards.

1. **Home-Based Occupation/~~Business~~.** The use may also operate as a Home Based Business/~~Occupation~~, subject to the standards in Section 2.325. Home Based ~~Occupation~~/**Business**.
2. **Hours of Operation near Residential.** The use, when abutting a residential use or residential zoning district boundary, shall not receive clients, customers, or other visitors beyond the owner and employees between the hours of 10:00 PM and 8:00 AM.
3. **Scale of Use.** The floor area of the use shall not exceed 2,500 square feet.
4. **Occupancy in UN District.** The use shall not accommodate more than five clients and not more than two non-resident employees on the premises at any one time.

SEC. 2.3~~44~~52 RECREATION, INDOOR

~~A. **Limited Use Standards.** The use provides recreation opportunities indoors for the public (open to the community) or residents of a subdivision or development, which are not commercial in nature. The use shall not include commercial exercise clubs or amusement uses and includes only:~~

- ~~1. Community recreation centers;~~
- ~~2. Gymnasiums;~~
- ~~3. Indoor swimming pools; or~~
- ~~4. Tennis, racquetball, or handball courts.~~

A. Limited Use Standards.

4. **Hours of Operation near Residential.** The use, if within 200 feet of the property line of a residential use, a mixed-use development that includes residential use, or a residential zoning district boundary, measured as a radius from property lines of the limited use, shall not operate between the hours of 12:00 AM and 8:00 AM.
5. **Screening.** When the site is located adjacent to a residential use or zoning district boundary, visual screening shall be provided along all common side and rear property lines. The screening shall consist of a landscaping strip at least 4 feet in width that provides

a year-round visual barrier, and positioned directly adjacent to the adjoining property. A solid masonry or concrete wall or a wood fence having a minimum height of five feet shall be installed immediately behind the landscaping strip.

6. **No Nuisance Created.** The use shall not create or cause any perceptible noise, odor, smoke, electrical interference, or vibrations that constitute a public or private nuisance to neighboring properties.

SEC. 2.3~~45~~⁵³ RECREATION, OUTDOOR

~~A. **Limited Use Standards.** The use shall not allow for developments commercial in nature, except for golf courses and fishing piers. The use includes public areas for active or passive recreational activities including, but not limited to:~~

- ~~1. Jogging, cycling, tot lots, playing fields, playgrounds, outdoor swimming pools and tennis courts;~~
- ~~2. Golf courses (regardless of ownership or membership);~~
- ~~3. Fishing piers;~~
- ~~4. Arboretums, wildlife sanctuaries and other natural areas that may be used for walking or hiking; or~~
- ~~5. Other passive recreation-oriented parks, including picnic areas, garden plots and beaches, and associated support activities such as bathhouses and cabanas.~~

A. **Limited Use Standards.**

1. **Use Limitations.** Outdoor shooting ranges for firearms shall not be permitted. Drive-in theaters, golf driving ranges, and go cart tracks shall not be permitted in the CB and UN districts.
2. **Hours of Operation near Residential Use.** The use, if within 200 feet of the property line of a residential use or a mixed-use development that includes residential, measured as a radius from property lines of the limited use, shall not operate between the hours of 10:00 PM and 6:00 AM.
3. **Noise Limitation.** All on-site activities and events shall comply with the City's noise regulations. Additionally, any outdoor speakers shall be oriented toward the interior of the site and away from property lines.

SEC. 2.3~~46~~⁵⁴ RECYCLING CENTER

A. Limited Use Standards.

1. **Use Limitation.** The use shall involve only sorting and temporary storage of the collected materials prior to transport off site and not any on-site processing.
2. **Limitation on Household Hazardous Waste Collection.** No household hazardous waste or materials shall be collected, handled, or stored at a collection center located in any district other than the LI and HI district. Except that such activity may occur as part of a temporary City-sponsored collection event after which all such collected materials shall be transported off site and not stored overnight at the use site.

3. **On-Site Management.** The use shall have an on-site manager on duty at all times the facility is open. Suitable security measures and signage shall be provided to prevent access by unauthorized persons when the facility is closed. Scavenging shall not be permitted at any time.
4. **No Outdoor Activity in Certain Districts.** In the R-O, R-1, R-2, UN, MF, and CB districts, or where the site is located adjacent to a residential use or residential zoning district boundary, all sorting, handling and storage activities associated with the use shall be conducted within a fully enclosed building. This restriction may be waived in districts other than those cited above where the site has frontage on and access to a street classified as an arterial or highway. Delivery of recyclables into collection bins or temporary storage containers is allowed in open areas.
5. **Hours of Operation.**
 - a. Near Residential: If the use is located within 200 feet of the property line of a residential use, a mixed-use development that includes residential use, or a residential zoning district boundary, measured as a radius from property lines of the limited use, the sorting, handling, loading, and transport aspects of the use shall not operate between the hours of 8:00 PM and 8:00 AM. Any equipment essential to the operation of the recycling center shall not be operated between the hours of 7:00 PM and 7:00 AM.
 - b. Abutting Residential: The use, when abutting a residential use, shall not be available for drop-off activity between the hours of 9:00 PM and 8:00 AM.
6. **Minimum Distance from Residential in R-1, R-2, and UN Districts.** The use shall be located at least 100 feet from any residential use, measured as a radius from property lines of the limited use.
7. **Minimum Setback.** In districts where the use abuts a residential use:
 - a. Drop-Off, Loading, and Service Areas: 25 feet from any residential property line.
 - b. Outdoor Storage: 25 feet from any residential property line.
8. **Vehicle Stacking.** If designed for drive-through, drop-off of recyclables, the site shall have sufficient off-street vehicle stacking areas to prevent queuing of patrons, employees, and service vehicles on an abutting public street.
9. **Screening.**
 - a. Residential: When the site is located adjacent to a residential use, in districts where this use is permitted, visual screening shall be provided along all common side and rear property lines. The screening shall consist of a solid landscaping strip at least four feet in width that provides a year-round visual barrier, and positioned directly adjacent to the adjoining property. A solid masonry or concrete wall or a wood fence having a minimum height of five feet shall be installed immediately behind the landscaping strip.
 - b. Outdoor Storage. Any outdoor storage areas visible from a public rights-of-way shall be enclosed by a solid masonry or concrete wall or a wood fence of sufficient height such that no stored materials are visible above the top of the screening wall or fence from a public right-of-way.

10. **Parking and Screening of Service Vehicles in R-O, R-1, R-2, and UN Districts.** Trucks or vehicles associated with the use shall not be parked on-site overnight unless in a location that screens them from view from a public right-of-way. No vehicle service or maintenance activities shall occur on the site.
11. **Fencing.** Chain link or barbed wire fence, if used on the site, shall not be not visible from any of the site's property lines.
12. **Materials Management.** Appropriate measures shall be taken to contain, cover, or otherwise secure materials that are likely to generate wind-blown dust or debris that may affect adjacent properties, including baling or palletizing of materials destined for recycling.
13. **Control of Insects and Vectors.** The use shall be operated and maintained to prevent and eliminate the attraction, harborage, or breeding of wildlife or insects, rodents, and other vectors.
14. **Sanitary Conditions.** Sanitary conditions shall be maintained through periodic wash-down of the drop-off areas and other facilities or other appropriate cleaning method to prevent odors, unsightliness, or other nuisance conditions from developing. All residuals shall be properly disposed of following cleaning operations.
15. **No Nuisance Created.** The use shall not create or cause any perceptible noise, odor, smoke, electrical interference, or vibrations that constitute a public or private nuisance to neighboring properties.

SEC. 2.3~~47~~55 RESIDENTIAL STABLE

A. Limited Use Standards.

1. **Compliance with Animal Regulations.** The use shall comply with other applicable provisions of the City Code of Ordinances, including Chapter 7. Animals and Fowl.
2. **Use Limitation.** The use shall be accessory to a residential development for the exclusive private use of residents of the development and their accompanied guests. The accessory activity shall be for the common use of residents as opposed to an equestrian subdivision design in which each lot has a private accessory stable.
 - a. **No Commercial Activity:** The accessory use shall not operate similar to a freestanding commercial stable and shall not involve the temporary hire of horses or provision of rental riding facilities for the public. Additionally, no on-site sale of horses to the public shall occur.
 - b. **No Events:** The accessory use shall not host or involve any equestrian sporting events or shows such as polo games, rodeos, or riding competitions.
3. **Hours of Operation.** The accessory use shall not allow any horse riding or training activity between the hours of 10:00 PM and 8:00 AM.
4. **Limited Access.** Principal road access and resident access to the accessory use shall be internal to the residential development site. Access to the accessory use from public roads external to the residential development shall be limited to service and emergency vehicles.

5. **Minimum Area.** The accessory use shall include at least 1 acre of open pasture per horse sheltered.
6. **Minimum Distance from Residential Use or District.** All aspects of the accessory use, including any associated parking or service areas, shall be located at least 200 feet from a common property line between the principal residential development and another residential use, a mixed-use development that includes residential use, or a residential zoning district boundary.
7. **Materials Management.** Appropriate measures shall be taken to contain, cover, or otherwise secure materials that are likely to generate wind-blown dust or debris that may affect adjacent properties.
8. **No Nuisance Created.** The use shall not create or cause any perceptible noise, odor, smoke, electrical interference, or vibrations that constitute a public or private nuisance to neighboring properties.

SEC. 2.3~~48~~⁵⁶ RESTAURANT WITH DRIVE-IN/THROUGH

- A. **Limited Use Standards.** To prevent vehicle and pedestrian conflicts with restaurants located on Broadway Boulevard or Seawall Boulevard restaurant uses with lot frontage and a drive-through service facility providing food service directly to occupants of a motor vehicle shall not have curb cuts and vehicle access on Seawall Boulevard or Broadway Boulevard. If a lot with frontage on Seawall Boulevard or Broadway Boulevard is limited to vehicle access from Seawall Boulevard or Broadway Boulevard, the site shall be limited to one access drive. Spacing of the access drive shall be placed in a location to limit vehicle conflicts with other off-site access drives.

SEC. 2.3~~49~~⁵⁷ RESTAURANT WITHOUT DRIVE-IN THROUGH

- A. **Limited Use Standards.**
 1. **Scale of Use.** The floor area of the use shall not exceed 2,500 square feet unless located within an existing traditional corner store structure, in which case the floor area of the use shall not exceed 5,500 square feet.
 2. **Hours of Operation near Residential.** The use, if within 200 feet of the property line of a residential use, a mixed-use development that includes residential use, or a residential zoning district boundary, measured as a radius from property lines of the limited use, shall not operate between the hours of 10:00 PM and 8:00 AM.
 3. **Minimum Distance from Single-Family Residential District.** The use shall be located at least 200 feet from an R-1 or R-2 district boundary, measured as a radius from property lines of the limited use, unless separated from the district by an arterial street.
 4. **Residential Character.** If operated within a pre-existing dwelling, the use shall maintain the residential character and appearance of the structure.
 5. **Residential Screening.** When the site is located adjacent to a residential use or residential zoning district boundary, visual screening shall be provided along all common side and rear property lines. The screening shall consist of a solid landscaping strip at least four feet in width that provides a year-round visual barrier, and positioned directly adjacent to the adjoining property. A solid masonry or concrete wall or a wood fence having a minimum height of five feet shall be installed immediately behind the landscaping strip.

6. **No Nuisance Created.** The use shall not create or cause any perceptible noise, odor, smoke, electrical interference, or vibrations that constitute a public or private nuisance to neighboring properties.

SEC. 2.3508 RETAIL - BIG BOX STORE

A. Limited Use Standards.

1. **Scale of Use.** The gross interior floor area of the use shall not exceed 250,000 square feet, and outside areas used for outdoor merchandise display or storage shall not exceed 30 percent of the gross interior floor area.
2. **Hours of Operation near Residential.** When abutting or within 200 feet of a residential use or zoning district boundary, measured as a radius from property lines of the limited use, the use shall not have any outdoor sales or loading or delivery activities between the hours of 10:00 PM and 7:00 AM.
3. **Truck Access.** The use shall be located such that associated truck traffic can access a collector or arterial roadway without traveling on a public rights-of-way adjacent to any residential property, school, public park, recreational area, or facility.
4. **Outdoor Surfaces.** All outdoor areas used for merchandise display and storage shall have an improved hard surface.
5. **Minimum Setback.**
 - a. Loading and Service Areas: 25 feet from any residential property line or zoning district boundary.
 - b. Outdoor Merchandise Display/Sales and Other Outdoor Storage: 25 feet from any residential property line or zoning district boundary.
6. **Location of Loading Bays.** Loading bays shall be located on the side or rear of the site, oriented away from abutting public street right-of-ways, unless a residential use abuts the site to the side or rear.
7. **Noise Limitation.** All outdoor activities shall comply with City noise regulations. Additionally, any outdoor speakers shall be oriented toward the interior of the site and away from property lines, and shall not be operated before 8:00 AM or after 9:00 PM except to provide emergency notifications.
8. **Residential Screening.** When the site is located adjacent to a residential use or residential zoning district boundary, visual screening shall be provided along all common side and rear property lines. The screening shall consist of a landscaping strip at least four feet in width that provides a year-round visual barrier, and positioned directly adjacent to the adjoining property. A solid masonry or concrete wall or a wood fence having a minimum height of five feet shall be installed immediately behind the landscaping strip.
9. **Materials Management.** Appropriate measures shall be taken to contain, cover, or otherwise secure materials stored outdoors that are likely to generate wind-blown dust or debris that may affect adjacent properties.
10. **No Nuisance Created.** The use shall not create or cause any perceptible noise, odor, smoke, electrical interference, or vibrations that constitute a public or private nuisance to neighboring properties.

SEC. 2.35~~19~~ RV PARK (RECREATIONAL VEHICLES)

- A. **Limited Use Standards.** RV Park developments shall conform with the requirements of Division 6.700 as well as the limited standards prescribed herein.

1. **Minimum Setback.**

- a. Common Facilities: ~~1300~~ 300 feet from any residential property line or zoning district boundary for restroom/shower facilities and swimming pools or other active recreational facilities.
- b. Liquid Propane/Propane refueling station: ~~250~~ 300 feet from any property line.

2. **Noise Limitation.** All outdoor activities shall comply with the City's noise regulations. Additionally, any outdoor speakers shall be oriented toward the interior of the site and away from property lines, and shall not be operated after 9:00 PM except to provide emergency notifications.

3. **Residential Screening.** When the site is located adjacent to a residential use or residential zoning district boundary, visual screening shall be provided along all common side and rear property lines. The screening shall consist of a solid landscaping strip at least four feet in width that provides a year-round visual barrier, and positioned directly adjacent to the adjoining property. A solid masonry or concrete wall or a wood fence having a minimum height of five feet shall be installed immediately behind the landscaping strip.

4. **Rental Period.** An individual RV is limited to a rental period of sixty days per individual RV pad site.

5. **Minimum Site Area.** The use shall occur on a site of at least 5 acres. An area containing a minimum of 600 square feet with a minimum width of 20 feet facing a street shall be required for each travel trailer lot.

6. **Soil and Ground Cover.** Exposed ground surfaces in all parts of every park shall be paved, covered with solid material, or protected with a vegetative growth that is capable of preventing soil erosion and eliminating dust. The park owner shall be responsible for the maintenance of the ground cover or other vegetation when used.

7. **Screening.** All travel trailer parks shall be enclosed by a screening wall constructed as not to restrict visibility at park entrances and exits consisting of masonry, wood, or live foliage and shall not be less than 6 feet nor more than 8 feet in height and shall fully screen the park from adjacent streets or abutting lands. Live foliage shall not be restricted to a maximum height but must provide a fully opaque visual screen within one year of planting to the specified height and remain fully opaque on a year-round basis.

8. **Drainage.** All ground surfaces in the park shall be graded in such a manner as to provide drainage of all surface water in a safe, efficient way. Runoff shall not be permitted to drain on adjacent property and natural drainage characteristics must be retained. A drainage plan prepared by a registered professional engineer is required prior to the issuance of a building permit.

9. **Minimum Distance from Residential District.** ~~An~~ RV park improvements may not be developed within 300 feet of ~~on a lot or tract abutting a lot or~~ tract zoned R-0, R-1, or an UN zoning district. RV park operators shall prohibit the installation of temporary decks,

gazebos, shade structures, carports, patios, or other accessory structures. The Texas Campground development shall be exempt from the provision.

SEC. 2.3~~52~~60 SHORT TERM RENTAL RESIDENTIAL DWELLING

A. Limited Use Standards.

1. **Proof of Permitting.** A property owner shall register short-term rental as required by the short-term rental ordinance.
2. **Applicability.** The property owner shall pay Hotel Occupancy Tax as required by state law and municipal ordinance.
3. **Noise Limitation.** The use shall not create or cause any perceptible noise, odor, smoke, electrical interference, or vibrations that constitute a public or private nuisance to neighboring properties.
4. **Parking Area.** Parking is limited to one space per guest room; two on-street spaces may be counted towards the total required parking. ~~of which may be calculated as required parking in the street right-of-ways.~~
5. **Signage.** Signs prohibited.

~~SEC. 2.353 SINGLE FAMILY ATTACHED RESIDENTIAL DWELLING~~

~~A. **Limited Use Standards.** Do not apply to property located between 1624 and 1628 Sealy Ave.~~

- ~~1. **Townhome style dwelling.** The use shall be constructed on a site adjacent to a property with a pre-existing townhome style dwelling.~~

SEC. 2.3~~54~~61 SINGLE-FAMILY DETACHED RESIDENTIAL DWELLING

- A. **Limited Use Standards.** In the CB district, a new single-family detached dwelling shall be constructed only on a blockface where 50 percent or more of the land area constituting the blockface is already developed with single-family detached dwellings. Additionally, the lot proposed for development must be bounded on two sides, along the same blockface, with single-family detached dwellings that are pre-existing or to be built concurrently with the proposed new dwelling.

SEC. 2.3~~55~~62 SCHOOL, PRIVATE

A. Limited Use Standards.

1. **Scale of Use.** The use, if accessed by a collector, arterial, or highway shall not accommodate more than 100 students hours annually for outdoor events near residential use. The use, when abutting a residential use, shall not involve any outdoor events after 9:00 PM or before 8:00 AM.
2. **Minimum Distance of Outdoor Recreation from Residential Use and District.** A site designed to accommodate active outdoor recreation such as field games, court games, or swimming shall be located at least 100 feet from any common property line with an abutting residential use. This minimum distance shall increase to 200 feet where the facilities are to be lighted for use at any point after dusk.
3. **Minimum Site Area.** The use shall occur on a site of at least 1 acre.

4. **Noise Limitation.** All outdoor activities shall comply with the City's noise regulations. Additionally, any outdoor speakers shall be oriented toward the interior of the site and away from property lines and shall not be operated before 8:00 AM or after 9:00 PM except to provide emergency notifications.
5. **Screening.** When the site is located adjacent to a residential use or zoning district boundary, visual screening shall be provided along all common side and rear property lines. The screening shall consist of a landscaping strip at least four feet in width that provides a year-round visual barrier, and positioned directly adjacent to the adjoining property. A solid masonry or concrete wall or a wood fence having a minimum height of 5 feet shall be installed immediately behind the landscaping strip.

SEC. 2.3~~56~~63 SELF STORAGE

A. Limited Use Standards.

1. **Existing Structure.** The use shall be permitted only in existing structures (as of March 5, 2015) in the CB District.
2. **Mixed-Use Building for Street-Level Activity.** The use shall be permitted only in mixed-use buildings with one or more active uses on the ground floor. No self-storage units shall be located on the ground floor or first habitable floor.
3. **Outdoor Storage.** All self-storage units shall be fully enclosed, and the use shall not involve any outdoor storage.
4. **Minimum Distance from Same Use within CB District.** The use shall be located at least one-half mile from an existing location of the same use within the CB district, measured as a radius from property lines of the limited use.
5. **Internal Access.** Access to all self-storage units shall be made through the interior of the building rather than from direct outside entrances to each unit.
6. **On-Site Security.** The use shall provide on-site security during all hours of operation including screening all visitors to maintain controlled access to the self-storage units.
7. **Noise Limitation.** All outdoor activities shall comply with City noise regulations.
8. **Screening.** Any off-street areas provided for drop-off and loading activity shall be screened so as not to be visible from abutting public street right-of-ways.

SEC. 2.3~~57~~64 SUBSTANCE ABUSE FACILITY

A. **Specific Use Standards.** The following standards apply for a substance abuse facility. The Planning Commission and City Council may impose additional conditions to make the use compatible with adjacent development and to protect the health, safety, and general welfare of the community.

B. Limited Use Standards.

1. **Proof of Permitting.** The applicant shall provide proof of application for any licenses required by the State of Texas at the time of application for limited use approval and shall provide proof of issuance of any required licenses before commencing operations.
2. **Limit on Private Assemblies in UN District.** The use shall not host any private assemblies involving others in need of rehabilitation beyond the residents of the facility.

3. **Occupancy Limit in UN District.** The use shall not provide full-time overnight care for more than eight residents.
4. **Hours of Visitation.** Visits to residents of the facility by non-residents shall not occur between the hours of 10:00 PM and 8:00 AM.
5. **Minimum Distance from Same Use.** The use shall be located at least one-half mile from an existing location of the same use, measured as a radius from property lines of the limited use.
6. **Minimum Distance from Residential Uses in UN district.** The use shall be located at least 200 feet from a residential land use. In R-O, R-1, or R-2 districts, the use shall be 200 feet from a residential use, measured as a radius from property lines of the limited use, unless separated from the district by an arterial street.
7. **Minimum Distance from Certain Locations.** The use shall be located at least 200 feet from a school or public park, measured as a radius from property lines of the limited use.
8. **Corner Location in UN District.** The use shall be located on a corner lot.
9. **Internal Access.** Ingress to and egress from all assigned living areas for residents shall be made through the interior of the building rather than from direct outside entrances to each unit.
10. **Maintain Residential Character.** If operated within a pre-existing dwelling, the use shall maintain the residential character and appearance of the structure.
11. **Signage.** No signage is permitted.

SEC. 2.35865 TOWING SERVICE FACILITY (ORD. 17-013)(ORD. 17-022)

A. Specific Use Standards. The following standards shall apply for a towing service facility. The Planning Commission and/or City Council may impose additional conditions in the grant of the Specific Use Permit. In determining whether any additional conditions are appropriate, the Planning Commission and/or City Council will consider whether the proposed use is consistent with surrounding development, will identify any deleterious effect which may be caused in the area by the granting of the SUP, and will impose any such conditions to address such deleterious effect so as to eliminate or minimize them, and may impose any such additional conditions necessary and appropriate to protect the health, safety, and general welfare of the community.

B. Limited Use Standards.

1. **Minimum Distance from Residential.** The use shall be located a minimum of 200 feet from any residential use or residential zoning district boundary, measured as a radius from the property lines of the limited use.
2. **Access.** The use shall be located so associated towing service traffic can access a collector, arterial, or highway without traveling on a public right-of-way adjacent to any residential property, school, public park, or recreational area or facility.
3. **Screening.** Any outdoor storage of vehicles visible from a public right-of-way shall be enclosed by a solid masonry or concrete wall or a wood fence of sufficient height such

that no stored vehicles are visible above the top of the screening wall or fence from a public right-of-way, however the screening wall or fence may not exceed eight (8) feet in height.

4. **Paving.** Any parking required by Article 8: Parking and Loading shall be paved. Parking areas in excess of the required parking shall be stabilized with crushed stone material.
5. **Dust Mitigation:** Appropriate dust suppression measures shall be taken, such as containment or covering, when the outdoor storage involves materials likely to generate wind-blown dust that may affect adjacent properties.
6. **No Nuisance Created.** The use shall not create or cause any perceptible noise, odor, smoke, electrical interference, or vibrations that constitute a public or private nuisance to neighboring properties.

SEC. 2.3~~58~~66 VENDING KIOSK / ATM

A. Limited Use Standards.

1. **Minimum Setback.** Vending kiosks and ATMs shall be set back from property lines one foot for each one foot in height of the kiosk or ATM.
2. **Maximum Height.** Vending kiosks and ATMs shall not exceed 10 feet in height.
3. **Protection from Collision.** Vending kiosks and ATMs shall be elevated above parking lot surfaces and protected by a six-inch curb with a minimum radius around the base of the kiosk or ATM of five feet. Bollards shall not be used for collision protection unless they are integrated into a decorative metal fence that surrounds the structure except at points of access.
4. **Effect on Circulation.**
 - a. Walk-up format vending kiosks and ATMs shall be located to connect to any internal or external pedestrian circulation systems on or adjacent to the site, and shall not interfere with vehicular circulation.
 - b. Drive-through format vending kiosks and ATMs shall be located and designed to minimize interference with vehicular circulation in surrounding or adjacent parking areas and shall provide at least three vehicle stacking spaces including the position at the kiosk or ATM.
5. **Parking.** Parking spaces for walk-up format vending kiosks and ATMs shall be located within 30 feet of the base of the kiosk or ATM.

B. Limited Use Standards in the CB District. The vending kiosks or ATMs shall be:

1. A walk-up format that is integrated into a building façade;
2. Accessible from a public sidewalk;
3. Located in a building façade that faces a street with on-street parking; and
4. Situated so as not to encroach onto the public sidewalk and so use of the kiosk or ATM does not impede the flow of pedestrian traffic along the sidewalk.

SEC. 2.367 VETERINARIAN, SMALL ANIMAL

A. Limited Use Standards.

1. **Boarding of Animals.** No overnight boarding of animals shall be permitted with the exception of hospitalization.
2. **Hours of Operation near Residential.** When abutting a residential use or zoning district boundary, the use shall not operate between the hours of 7:00 PM and 7:00 AM.

SEC. 2.368 WIRELESS TELECOMMUNICATION FACILITY

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

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

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

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

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

1. Proposed WTF located within Heavy Industrial zoning district (HI) if the tower height does not exceed 120-feet or encroach into any restricted airspace or zones and is located no closer than 1,000-feet from any residential land use or residential zoning district.
2. Proposed WTF located atop the roof of any non-residential and non-historically significant building, within any zoning district, provided the WTF does not increase the overall height of the building or structure more than ten feet (10') and does not encroach into any restricted airspace or zones.
3. Proposed WTF located on the vertical exterior of any non-residential and/or non-historically significant building, within any zoning district, provided the antenna or antenna support structure or equipment is mounted flush with the exterior of the building

or projects no more than 24-inches from the surface of the building to which it is attached, and does not increase the height of the building to which it is attached by more than ten feet (10'), and that said projection is at least 15-feet above grade, is textured and colored so as to blend with the surrounding surface of the building.

6. Proposed WTF to be located on municipal or other public/state/institutionally owned structures, authorized by ordinance of the City Council or written lease of the property owner. Location, design, height and other restrictions applicable to a WTF on municipal or other public/state/institutionally owned structures are subject to approval by the City Council or respective authority.
7. Citizen band and amateur radio towers may be constructed in any zoning district provided they do not exceed 20-feet in height and comply with all City Codes and Ordinances, with the exception of properties within a designated Historic District or Galveston Landmark.
8. Emergency and/or Temporary WTF's shall be administratively approved, provided the time frame for use does not exceed 30-days. All other City permits are applicable, such as temporary License to Use the City Right-of-Way, loudspeaker permit, etc.
9. Stealth Technology – WTF's utilizing stealth design technology may be administratively approved for locations within Central Business (CB), Urban Neighborhood (UN), Commercial (C), Resort/Recreation (RES/REC), Light Industry (LI), and Heavy Industry (HI) zoning districts. All regulations under "General Requirements" of these standards are applicable.
10. Collocations and modifications to existing WTF's may be administratively approved, in accordance with the regulations within this section, that permit administrative approval. If not eligible for administrative approval, an amended Specific Use Permit shall be required.

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

1. Evidence to the Development Services Department demonstrating that a genuine effort was made to solicit additional users for the proposed new tower. Evidence of this effort shall include, a minimum, copies of notices to all other providers of telecommunication service with the geographic area, advising of the intent to construct a new WTF, identifying the new location, inviting joint use and sharing of costs, and requesting a written response within fifteen (15) days of solicitation.
2. A signed agreement, agreeing to encourage and promote joint use, and committing that there will be no unreasonable act or omission that would have the effect of excluding, obstructing or delaying the joint use of any tower where fair and just market reasonable compensation is offered for such use.

D. **General Requirements.**

1. Antennas and support structures may be considered either principal or accessory uses.
2. Applications for WTFs shall include the following:
 - a. The linear distance between the proposed support structure and the nearest residential structure and/or residential zoning district boundary line.

- b. An inventory and map of the applicant's existing support structures, antennas or sites previously approved for such, either owned or leased, both within the City and within one mile of the City limits, including specific information about the location, height, design of each support structure, and coverage area. The separation distance between the proposed support structure or antenna and the existing support structures shall also be noted on supporting documents.
- 3. No new tower shall be permitted unless the applicant demonstrates that no existing tower or alternate independent support structure can accommodate the applicant's proposed antenna. Evidence submitted must consist of the following:
 - a. No existing alternate independent support structures are located within the geographic area are required to meet the applicant's engineering requirements. Existing alternate independent support structures are not of sufficient height to meet applicant's engineering requirements. All technical information, such as structural analyses of the other towers, shall be submitted in a report by a licensed, professional engineer.
 - b. Alternate independent support structures do not have sufficient structural strength to support applicant's proposed antenna and related equipment, and cannot be reinforced, in accordance with the engineering requirements. All technical information, such as structural analyses of the other towers, shall be submitted in a report by a licensed, professional engineer.
 - c. The applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing towers or structures, or the antenna on the existing towers or structures would cause interference with the applicant's proposed antenna.
 - d. The fees or costs required to share an existing tower or structure or to adapt an existing tower or structure for sharing are unreasonable. Costs below new tower development are presumed reasonable.
 - e. Property owners or owners of existing towers or structures are unwilling to accommodate the applicant's needs after a period of 30-days.
 - f. The applicant demonstrates that there are other limiting factors that render existing alternate independent support structures unsuitable.
 - g. The applicant shall provide necessary information for each WTF investigated, for staff verification. Information shall include the contact name, address, and telephone number, including the specific reason collocation could not be achieved.
 - h. Certification by a structural or civil engineer registered by the State of Texas that the proposed installation complies with the requirements of the City of Galveston Building Code.
 - i. Certification shall be submitted stating that all antennas and antenna support structures shall comply with the height and illumination restrictions established by the FAA (Federal Aviation Administration) or other applicable federal or state agencies.

E. Design Standards - Setbacks from Residentially Zoned Properties.

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

- a. One and one-half (1 ½) times the height of the tower structure, if the height of that tower structure is over 85-feet, but not over 199-feet;
- b. Two (2) times the height of the tower structure, if the height of that tower structure exceeds 200-feet.

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

1. The base of a tower must be completely enclosed by a minimum eight feet (8') solid fence, wall, or barrier, which limits climbing access to such tower and any supporting systems, lines, wires, buildings or other structures.
2. Gates and doors allowing direct access to the tower and enclosed by a fence, wall, or barrier, as required by this section, shall be equipped with a self-locking or self-latching mechanism capable of keeping such doors or gates securely closed and locked at all times.
3. The requirements of this section do not apply to:
 - a. Any tower located on a building that is not designed or built primarily to support the tower, provided that the general public has no physical access to the tower; or
 - b. Existing tower sites having security fences at least six feet (6') in height.

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

1. The base of a tower, including all mechanical equipment and accessory structures, shall be screened from view of residential lots by an eight foot (8') solid fence, wall, or barrier. Exemptions from compliance with this section are provided in subsection (c) below.
2. The screening fence may contain gates or doors allowing access to the tower and accessory structures for maintenance purposes; such gates or doors shall be equipped with a self-locking or self-latching mechanism capable of keeping such doors or gates securely closed and locked at all times.
3. The requirements of this section do not apply to:
 - a. Any tower located on a building that is not designed or built primarily to support the tower, provided that the general public has no physical access to the tower, and the ancillary equipment, including but not limited to the equipment enclosure, is not visible from an abutting property line or right-of-way.

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

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

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

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

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

SEC. 2.36~~0~~⁹ WHOLESALE

A. Limited Use Standards.

- a. **Existing Structure.** The use shall be permitted only in structures built prior to October 30, 2014.
- b. **Minimum Distance from Residential.** The use shall be located at least 200 feet from any residential use or residential zoning district boundary, measured as a radius from property lines of the limited use.
- c. **Outdoor Storage.** The use shall not involve any outdoor storage.
- d. **Truck Access.** The use shall be located such that associated truck traffic can access a collector or arterial roadway without traveling on a public rights-of-way adjacent to any school, public park, recreational area, or facility.
- e. **Minimum Setback of Loading and Service Areas.** 25 feet from any residential property line or residential zoning district boundary.
- f. **Noise Limitation.** All on-site activities shall comply with the City's noise regulations.
- g. **Screening.** Any off-street loading and service areas shall be screened so as not to be visible from abutting public street right-of-ways.
- h. **Noise Limitation.** The use shall not create or cause any perceptible noise, odor, smoke, electrical interference, or vibrations that constitute a public or private nuisance to neighboring properties.

Division 2.400 Supplemental Standards for Various Uses

SEC. 2.401 ACCESSORY BUILDINGS AND STRUCTURES

- A. **Generally.** The standards of this Section shall apply to accessory buildings and structures that are not specifically addressed elsewhere in this Article (e.g., accessory dwelling unit).
- B. **Timing of Construction.** No accessory building or structure shall be constructed unless the principal building has already been constructed or is under construction simultaneously with the accessory building. The City Manager may waive this requirement by securing assurance the primary structure will be completed within six months from the date the waiver is granted.
- C. **Location.** Accessory buildings shall be located on the same lot or parcel as the principal building or use to which they relate.
- D. **Encroachment into Easements.** Accessory structures shall not be located within access or utility easements unless the easement expressly allows the encroachment. A copy of the easement shall be provided to the City Manager prior to the issuance of permits or clearances for such accessory structures.
- E. **Attached Accessory Buildings.** The following standards shall apply to attached accessory buildings:
 - 1. Accessory buildings that are structurally attached to a principal building shall conform to all standards that apply to the principal building.
 - 2. Covered but otherwise unenclosed walkways shall not be considered attachments for the purposes of this subsection; however, overhangs from covered walkways shall not encroach into setbacks more than is allowed for principal buildings.
- F. **Residential Occupancy.** Residential occupancy shall not be permitted in accessory buildings that are not constructed and approved for residential use.

SEC. 2.402 OUTDOOR SWIMMING POOLS AND SPAS

- A. **Generally.** Outdoor swimming pools and spas are allowed as an accessory structure according to the standards of this Section and pursuant to other applicable provisions in the City Code of Ordinances and state law.
- B. **Timing and Location of Construction.** The following standards shall apply to the timing and location of swimming pool and spa construction:
 - 1. No swimming pool or spa shall be constructed unless:
 - a. The principal building has already been constructed or is under construction simultaneously; or
 - b. The swimming pool or spa is or will be controlled by a property owners' association, and the development phasing plan allows its construction before construction on the lots to which the swimming pool or spa relates.
 - 2. In general, a swimming pool or spa shall be constructed on the same lot as the principal building to which it is accessory. A swimming pool or spa that is intended to serve the

occupants of all lots in a subdivision shall be constructed on a tract that is owned and maintained by a property owner's association.

- C. **Setback.** No encroachment of easements. Any structure taller than 30 inches, including mechanical equipment, must meet setbacks. (Ord. 15-032)
- D. **Pool Yard Enclosures.** Pool yards shall be enclosed as required by the City Code of Ordinances or Section 757.001, *et seq.*, Texas Health and Safety Code.

SEC. 2.403 RETAINING WALLS

- A. **Applicability.** The provisions of this Section shall apply to all retaining walls as defined in Article 14, Definitions. All properties or developments existing on the effective date of the ordinance through which these provisions were adopted (March 26, 2009) shall comply with the provisions of this Section if:

- 1. The structure on the property is increased in square footage greater than:
 - a. 25 percent of the total floor area;
 - b. 1,000 square feet;
- 2. There is a change of ownership of the property; or
- 3. The value of all construction done on the property since the effective date (March 26, 2009) totals at least 35 percent of the tax roll value of the property on the effective date.

- ~~B. **Screening from Right-of-ways or Residential Properties.** All retaining walls shall be screened from public right-of-ways or adjacent residential properties. Retaining wall screening shall consist of:~~

- ~~1. **Landscape Strip:** A landscape strip, minimum 2 feet wide.~~
- ~~2. **Shrubs:** The landscape strip shall contain shrubs 36 inches tall or the height of the wall, whichever is less. The shrubs shall be spaced at 36 inches on center and be located on private property at the base of the wall.~~

- B. For the purposes of this section a "Retaining Wall" means a wall or terraced combination of walls constructed for the purpose of raising the grade of a site, or portion of a site, greater than 32 inches from the adjacent lower grade. Retaining walls may provide a foundation wall for a structure, or may be open above regardless if it serves as a retaining wall or not.

- C. **Screening from Right-of-ways or Residential Properties.** All non-decorative retaining walls shall be screened from public right-of-ways ~~or adjacent residential properties~~. Retaining wall screening shall consist of:

- 3. Landscape Strip: A landscape strip, minimum 2 feet wide.
- 4. Shrubs: The landscape strip shall contain shrubs with a maximum height of ~~36-24~~ inches tall ~~or the height of the wall, whichever is less~~. The shrubs shall be spaced at 36 inches on center and be located on private property at the base of the wall.

- C. **Materials.** Retaining walls adjacent to or visible from a public rights-of-way and adjacent to neighboring properties shall be composed of brick, stone, traditional brick, split face decorative block, textured or patterned concrete. The decorative side of the masonry retaining wall shall face out from the property. Any other finish materials shall require a

detailed description, [drawings](#), justification, and the approval of the [Planning Development Services](#) Director.

~~—faced with one of the following earth-tone materials:~~

- ~~1. Brick;~~
- ~~2. Decorative block;~~
- ~~3. Timber;~~
- ~~4. Stone; or~~
- ~~5. Stucco.~~

D. [Retaining walls must:](#)

- [1. Be located on private property;](#)
- [2. Have a detailed site plan showing setbacks;](#)
- [3. Have an approved drainage and grading plan; and,](#)
- [4. Obtain a separate fill permit prior to the approval of a retaining wall permit.](#)

E. **Maximum Height.** [Retaining walls shall not exceed a maximum height of four \(4\) feet. Any increase to the maximum allowable height must be reviewed and approved by the Development Services Director. For the purposes of determining maximum allowable height, the City measures the “exposed retaining wall height”, which is the vertical distance measured from the finish grade \(i.e., lower soil grade\) to the finish grade at the top of the wall.](#)

Division 2.500 Supplemental Residential Standards

SEC. 2.501 FENCES AND WALLS

- A. **Applicability.** The provisions of this Section shall apply in all residential zoning districts unless indicated otherwise elsewhere in these regulations.
- B. **Height.** No fence or freestanding wall shall exceed the following heights:
1. 8 feet for any residential use, including multifamily uses, unless otherwise stated in the additional items in this subsection, below;
 2. 4 feet for any solid fence or wall within a front yard of any residential use or 5 feet if the fence or wall is at least 60 percent transparent;
 3. 4 feet for any solid fence or wall within a front yard of any single-family attached dwelling or multifamily use or 6 feet if the fence or wall is at least 60 percent transparent; or
 4. 12 feet for any tennis court fence.

Division 2.600 Supplemental Nonresidential and Mixed Use Standards

SEC. 2.601 FENCES AND WALLS

- A. **Applicability.** The provisions of this Section shall apply in all nonresidential and mixed-use zoning districts unless indicated otherwise elsewhere in these regulations, such as when a

fence or wall required for screening purposes must be taller than the maximum height allowed by this Section.

- B. **Height.** No fence or freestanding wall shall exceed the following heights:
1. 8 feet for any nonresidential use or mixed-use development; or
 2. 12 feet for any tennis court fence.
- C. **Materials.** Fences and walls shall be constructed of durable, high-quality materials used for commercial application including: weather-resistant wood species, wood treated with preservatives approved by the U.S. Environmental Protection Agency, painted wood, composite materials, ornamental wrought iron, powder-coated aluminum, brick ore, and stone.
1. **Prohibited Materials.** When a fence or wall is visible from a public street, the following materials shall not be used:
 - a. Scrap lumber, plywood, sheet metal, corrugated metal, plastic, or fiberglass sheets;
 - b. Barbed or razor wire, except as provided in subsection 2.600.C.2., or welded wire or chicken wire; and
 - c. Glass, spikes, nails, or other sharp point or instrument on the top or sides of fences.
 2. **Safety and Security Considerations.** Barbed or razor wire may be placed on top of fences enclosing public utility buildings, protective care facilities, correctional facilities, industrial properties, [agricultural uses](#), and in other situations as required by federal or state law;
~~or wherever the City Manager finds that such measures:~~
 - ~~a. Are necessary to address a demonstrated security interest; and~~
 - ~~b. Comparable security cannot be provided using vegetation (e.g., hedges or shrubs with thorns).~~

SEC. 2.602 PERMANENT COMMERCIAL USES

- A. **Permanent Structure.** Except as provided elsewhere in these regulations, every nonresidential use within the City shall be operated out of a stationary building and constructed on an anchored foundation, as approved by the Building Official.
- B. **Restroom Facilities.** Every business within the City shall provide restroom facilities on-site within the permanent structure. The restroom facilities shall be available for use by the employees of the particular business. The restroom facilities shall comply with all applicable state, county and city building and health code provisions for the size and type of business to be operated at the site including accessibility of the restroom facilities for disabled persons.

C. Outdoor Sales.

1. The outdoor sales operation must be entirely a component of the primary business, in which all function and sales outdoors, is owned and operated by the owner of the primary business.
2. The owner of the permanent business shall not lease out space to a separate business for the purpose of outdoor sales activity.
3. All outdoor sales activities must comply with the setback requirements, parking requirements and other standards contained herein.
4. Outdoor sales shall only be permitted within an area not greater than 25 percent of the

- gross floor area of the ground floor of the building.
5. Outdoor sales shall be located on a “hard and durable” surface.
 6. The outdoor sales operation shall terminate by 11:00 p.m.
 7. No outdoor sales shall be allowed in areas set aside for , required, or designated for driving isles, driveways, maneuvering areas, emergency access ways, required off-street parking, or unloading and loading.

ARTICLE 3. DISTRICT YARD, LOT, AND SETBACK STANDARDS

Division 3.100 Purpose and Applicability

SEC. 3.101 GENERALLY

This Article establishes general and specific standards for the scale and intensity of development and redevelopment that is allowed within the zoning districts established by these regulations.

SEC. 3.102 APPLICABILITY

No building, structure, or part thereof shall be erected, altered, or converted for any use permitted in the district in which it is located unless it is in conformity with all the standards of this Article. However, potential exceptions may arise through provisions elsewhere in these regulations or the City Code of Ordinances including:

- A. Standards that apply to particular uses as specified in Article 2, Uses and Supplemental Standards;
- B. Standards adopted for a particular neighborhood area through the application of the Neighborhood Conservation District (NCD) overlay district provisions in Article 10, Overlay District Standards;
- C. Provisions for management of legal nonconforming uses and structures in Article 11, Nonconformities; and
- D. Special exceptions to the yard requirements of this Article, which the Zoning Board of Adjustment is authorized to grant under certain circumstances.

Division 3.200 Standards for All Buildings Sites and Lots

SEC. 3.201 CREATION OF BUILDING SITE

No permit shall be issued for the construction of a building or buildings on any tract of land until a building site or lot has been created in one of the following ways:

- A. **Plat Approval and Recordation.** The use shall be part of a plat of record approved by the Planning Commission and filed in the plat records of Galveston County, Texas.
- B. **Site Plan Approval.** The use shall be all or part of a Specific Use Permit or Planned Unit Development site plan approved by the Planning Commission. The use shall be all or part of a site plan approved by the Development Services Department.
 - 1. The site plan shall provide all utility and drainage easements, alleys, streets, and other public improvements necessary to meet the normal requirements for platting including the designation of building areas and dedication of required easements, alleys, and streets.
 - 2. All such required dedications shall be comprehensively completed and any necessary public improvements provided.
- C. **Separate Ownership Prior to These Regulations or Annexation.** The use facing a dedicated street and separately owned prior to the effective date of these regulations, March 4, 2015 or prior to annexation to the City, shall retain separate ownership.

- D. **Combination of Platted Lots.** The use consists of a combination of platted lots created by the adjustment of side lot lines only whereby no increase occurs in the number of originally platted lots within a block nor is there any reduction of platted lots below a minimum lot area or minimum lot dimension required by these regulations. Refacing corner lots shall be permitted provided the change causes no additional cost to the City for rendering of utility services.

SEC. 3.202 MULTIPLE PRINCIPAL BUILDINGS ON A BUILDING SITE OR LOT

Two or more principal buildings or structures may be placed on a single building site or lot subject to the requirements of this Section.

- A. **Site Plan Approval.** The Development Services Department shall approve a site plan for the placement of two or more principal buildings or structures on a single building site or lot to ensure compliance with the Subdivision Regulations [and Article 3, Addendums](#). No plat recording shall be required unless a division of ownership occurs commensurate with development.
- B. **Covenant in Lieu of Site Plan Approval.** Two principal structures, other than a mobile home or homes, may be placed on a single building site or lot without Planning Commission approval of a site plan provided that:
1. No other principal structure is placed or erected on the same site or lot to where there are more than two principal structures on the site or lot; and
 2. The covenant is executed and recorded.
- C. **Covenant Required in Certain Situations.** Where two or more principal structures on a single use have either more than one street frontage or a combination of street and alley frontage, the City and the property owner of record shall enter into and record a covenant stipulating that a division of property by fee simple may not occur without compliance with all state laws and City ordinances.
- D. **Minimum Separation.** Where two or more principal structures are placed or erected on a single use, the minimum distance between any two buildings shall be determined by applying the side and rear yard requirements of these regulations, as would apply if each building were placed on a separate site or lot.

Division 3.300 Lot and Yard Standards

SEC. 3.301 MINIMUM LOT AREA

Lot area is the square footage contained within the lot lines bounding the lot that shall not include any portions of streets or alleys. Minimum lot area requirements are provided later in this Division for each type of residential dwelling unit by zoning district. General exceptions include:

- A. **Lot Area Reduction.** The minimum lot area may be reduced to 2,500 square feet for any lot that:
1. Abuts a public street in the 1F-3, 1F-4, or GR zoning districts that were in effect prior to the effective date of these regulations; and
 2. Is a part of any recorded subdivision prior to January 1, 1971.

SEC. 3.302 MINIMUM LOT DIMENSIONS

Lot width is measured at the front building line. The front building line is parallel or approximately parallel to the front lot line and marks the minimum horizontal distance from the front lot line that a building may be erected. Lot depth is measured as the mean horizontal distance between the front and rear lot lines. Minimum lot width and depth requirements are provided later in this Division for each type of residential dwelling unit by zoning district. General exceptions include:

- A. **Undersized Lots of Record.** A lot having less width or depth than required by this Article and which was an official lot of record prior to the effective date of these regulations may be used for one single-family detached dwelling provided that neither the lot width nor depth is reduced below the minimum standards set forth in this Article.

SEC. 3.303 FRONT YARD STANDARDS

The front yard is an open, unoccupied space on a lot between the front lot line and the front building face and extending between the side lot lines. Minimum front yard requirements are provided by zoning district. This requirement establishes the minimum horizontal distance of the building face from the front lot line. A covered porch, covered terrace, or an accessory building attached to and situated partially or entirely in front of the principal building shall be situated at or behind the building face and shall not occupy area that is required for a front yard. General exceptions to the minimum front yard requirement include:

- A. **Building Line Previously Established.** Where a building line was previously established by a plat or ordinance, and such line requires a greater or lesser front yard setback than is prescribed by these regulations for the district in which the building line is located, the required front yard shall comply with the building line established by previous ordinances or plats.
- B. **Permitted Projections into Required Front Yard.**
 - 1. Eaves and roof extensions: up to 4 feet;
 - 2. Maximum exposure of subsurface structures above surface: up to 40 inches above the average grade of the street curb and parallel to the front lot line or up to 44 inches above the average grade of the front lot line where the abutting street has no curb; and
 - 3. Where no front yard is required: all stairs, eaves, roofs, and similar building extensions shall be located behind the front street rights-of-way line or the front lot line.
- C. **Exemption for Stairways and Porches in Certain Situations.** In zoning districts that have minimum front yard requirements, stairways and porches associated with a residential use may project into the required front yard but may not encroach beyond any lot lines if:
 - 1. The building was constructed prior to the adoption of the Flood Insurance Rate Maps (FIRMs) for floodplain regulations (December 31, 1974);
 - 2. The building is being elevated to meet current City floodplain standards with an additional allowance of three feet in elevation; and
 - 3. The porch and stairway projection into the required front yard is limited to the minimum area required to meet elevation standards.
- D. **Flagpoles.** Flagpoles may be located within the minimum required front yard.
- E. **Proximity to Body of Water.** Lots that exceed the zoning district's minimum lot area requirements and if the lot abuts a navigable body of water, accessory structures may be placed in the front yard if a similar development pattern exist on the same block.

SEC. 3.304 STANDARDS FOR SINGLE-FAMILY ATTACHED DWELLINGS

- A. **Live-Work Units.** In the districts where they are permitted, live-work units shall meet the lot, and yard standards set out in the respective districts.
- B. **Special Yard Regulations.**
1. No required side yard subject to maximum length of series of attached dwellings: A single-family attached dwelling separated from another such dwelling by a fire or party wall is not required to provide a side yard, noting that no series of attached single-family dwellings shall exceed 300 feet in length.
 2. Required side yard at end of series of attached dwellings: A minimum required side yard of five feet shall be provided at the ends of a series of single-family attached dwellings. This will also provide a minimum of 10 feet of separation between the ends of adjacent single-family attached dwellings enabling access for fire and emergency vehicles.
 3. No rear yard required in certain situations: No rear yard shall be required where the rear wall of a dwelling is attached to another dwelling provided that at least one side of all such single-family attached dwellings is exposed to a public street or City approved place or court. Additionally, where interior courts are used for access to light and air, such courts shall provide the minimum required open space.

SEC. 3.305 STANDARDS FOR ACCESSORY BUILDINGS

- A. **Minimum Setback.** Accessory structures must meet the following setbacks:
1. 3 feet from the side property lines [or in accordance with Article 3 Addendums, whichever is more permissive](#);
 2. 3 feet from the rear property line or 0 feet to an alley or right-of-way; and
 3. 6 feet from ~~the main~~ [any habitable](#) structure.

RESTRICTED SINGLE-FAMILY RESIDENTIAL (R-0)

Notes:

1. A site plan is required prior to the issuance of a building permit.
2. No side or rear yard required when adjacent to a canal or body of water.
3. No projection closer than 12 inches to a common property line. Projections include: roof eaves (up to 36 inches), window sills, belt courses, and other architectural features.
4. Sign, fence, and wall regulations apply.
5. Boat slips, boat docks, shade covers, or decking constructed over water, do not require a setback provided the improvement built over water is part of the platted lot.
6. ~~Accessory buildings are permitted in the rear yard. A 3 foot rear yard and side yard setbacks are required, unless abutting alley or street then no required rear yard setback.~~ Accessory Structures shall be limited to the provisions in Sec. 3.305.
7. Only one principal structure and one ADU permitted, except as provided in Sec. 3.202.
8. ~~Building Zoning~~ setbacks may ~~conflict~~ be inconsistent with ~~Fire Building~~ Code. Refer to ~~Fire Code~~ Building Division to determine final building and fire code setbacks.



Minimum Lot Standards

Area:	5,000 square feet
Width:	50 feet
Depth:	100 feet

Setbacks

Front:	20 feet
Side:	3 — 5 feet
Rear:	10 feet

Building Height

Maximum:	50 feet, measured from base flood elevation
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Parking

One space per dwelling unit

Landscaping

Refer to Article 9, Landscaping of the City Land Development Regulations.

SINGLE-FAMILY RESIDENTIAL (R-1)

Notes:

1. A site plan is required prior to the issuance of a building permit.
2. No side or rear yard required when adjacent to a canal or body of water.
3. No projection closer than 12 inches to a common property line. Projections include: roof eaves (up to 36 inches), window sills, belt courses, and other architectural features.
4. Sign, fence, and wall regulations apply.
5. Boat slips, boat docks, shade covers, or decking constructed over water do not require a setback provided the improvement built over water is part of the platted lot.
6. ~~Accessory buildings are permitted in the rear yard. A 3 foot rear yard and side yard setback is required unless abutting alley or street then no required rear yard setback.~~ Accessory Structures shall be limited to the provisions in Sec. 3.305.
7. Only one principal structure and one ADU permitted, except as provided in Sec. 3.202.
8. Unlimited height from the east property line of Stewart Beach and eastward
9. ~~Building Zoning~~ setbacks may ~~conflict~~ be inconsistent with ~~Fire Building~~ Code. Refer to ~~Fire Code~~ Building Division to determine final building and fire code setbacks.
10. Properties located west of 25th St, east of 61st Street, South of Broadway Boulevard, north of Seawall Boulevard and properties located South of Galveston Bay, north of Stewart Road, east of 105th Street and west of the Scholes Airport - zero front, side and rear bldg. setback; minimum lot area shall be 2,500 sq. ft. No lot width or depth requirements. Note #3, above, is not applicable to properties described herein.
(Ord. 15-029) (Ord. 16-030)



Minimum Lot Standards*

Area:	5,000 square feet
Width:	50 feet
Depth:	100 feet

Setbacks*

Front:	20 feet
Side:	3 5 feet
Rear:	10 feet

Building Height

Maximum:	50 feet, measured from base flood elevation
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Parking

Single-family:	One space per dwelling unit
<u>Non-Residential:</u>	<u>Minimum 1 per 300 square feet of floor area</u>

Landscaping

Refer to Article 9, Landscaping of the City Land Development Regulations.

**See note #9 for properties located west of 25th Street, east of 61st Street, South of Broadway Blvd. and north of Seawall Blvd. and properties located South of Galveston Bay, north of Stewart Road, east of 105th Street and west of the Scholes Airport*

~~DUPLEX TO EIGHT-PLEX (R-2)~~ TOWNHOUSE (R-2)

Notes:

1. A site plan is required prior to the issuance of a building permit.
2. No ~~side-or~~ rear yard required when principle structures are adjacent to a canal or body of water.
3. No projection closer than 12 inches to a common property line. Projections include: roof eaves (up to 36 inches), windowsills, belt courses, and other architectural features.
4. No ~~side-or~~ rear yard required when principle structures are adjacent to an alley or right-of-way.
5. Average Front Yard Setback: Where 30 percent of buildings on one side of a street, on a single block, and are built with 10 feet or less front yard setback, the average setback of the structures shall be the required setback.
6. Each unit shall have a minimum of 1,600 sq. ft. of lot area.
7. ~~Accessory buildings are permitted in the rear yard. A 3-foot rear yard setback is required unless abutting alley or street then no required rear yard setback. 60 percent of required rear yard setback area can be occupied by accessory building. Accessory structures shall be limited to the provisions in Sec. 3.305.~~
8. ~~Building~~ Zoning setbacks may ~~conflict~~ be inconsistent with ~~Fire~~ Building Code. Refer to ~~Fire~~ Code Building Division to determine final building and fire code setbacks.



Minimum Lot Standards

Area: ~~4,000-1600~~ square feet
Width: ~~40~~ 20 feet
Depth: ~~100-80~~ feet

Setbacks

Front: ~~20~~ 5 feet
Side: ~~3-5-0~~ feet
Rear: 10 feet

*Corner units shall have a 5-foot exterior side setback

Building Height

Maximum: 50 feet, measured from base flood elevation

Parking

Single Family: Minimum 1 per unit
Multi-Family: Minimum 1.5 per unit
Lodging: Minimum ~~and maximum~~ ~~.75~~ 1 per unit
Non-Residential: One per 300 square feet of ~~gross~~ floor area

Landscaping

Refer to Article 9, Landscaping of the City Land Development Regulations.

MULTI-FAMILY RESIDENTIAL (MF)

Notes:

1. A site plan is required prior to the issuance of a building permit.
2. No side or rear yard required when adjacent to a canal or body of water.
3. No projection closer than 12 inches to a common property line. Projections include: roof eaves (up to 36 inches), window sills, belt courses, and other architectural features.
4. 40 percent of required landscape for multi-family projects shall be placed in front yard setback.
5. Average Front Yard Setback: Where 30 percent of buildings are on one side of a street, on a single block, are built with a 10 feet or less front yard setback, the average setback of the structures shall be the required setback.
6. ~~Accessory buildings are permitted in the rear yard. A 3 foot rear yard setback is required unless abutting alley or street then no required rear yard setback.~~ Accessory structures shall be limited to the provisions in Sec. 3.305.
7. A 5 foot masonry wall shall be constructed between a multi-family project and an R-1 zone or single-family use.
8. Approved fence materials include: wood, concrete, or wrought iron.
9. Individual side yard increased to 10 feet if abutting an R-1 zone or single-family use.
10. Building Zoning setbacks may ~~conflict~~ be inconsistent with ~~Fire Building~~ Code. Refer to ~~Fire Code~~ Building Division to determine final building and fire code setbacks.



Minimum Lot Standards

Area:	4,000 square feet
Width:	40 feet
Depth:	100 feet

Setbacks

Front:	20 feet
Side:	3 5 feet
Rear:	10 feet

Building Height

Maximum:	100 feet, measured from base flood elevation
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Parking

Single Family:	Minimum one per unit
Multi-Family:	Minimum 1.5 per unit
odging:	Minimum and maximum .75 <u>1</u> per unit
Non-Residential:	One per 300 square feet of gross floor area

Landscaping

Refer to Article 9, Landscaping of the City Land Development Regulations.

URBAN NEIGHBORHOOD (UN)

Notes:

1. A site plan is required prior to the issuance of a building permit.
2. No side or rear yard required when adjacent to a canal or body of water, [or to an alley or rights-of-way](#).
3. New buildings shall utilize building elements and details to achieve a pedestrian-oriented public realm.
4. Compatibility is not meant to be achieved through uniformity, but through the use of variations in building elements to achieve individual building identity.
5. Building facades shall include appropriate architectural details and ornament to create variety and interest.
6. All primary entrances shall be oriented to the public sidewalk for ease of pedestrian access. Secondary and service entrances may be located from internal parking areas or alleys.
7. Encroachments: Canopies, signs, awnings, balconies and similar overhangs may encroach over any required setback, build-to-line or the sidewalk as long as the vertical clearance is a minimum of 8 feet. In no case shall an encroachment be located over any side or rear property line.
8. Average Front Yard Setback: Where 30 percent of buildings on one side of a street, on a single block, are built with 10 feet or less front yard setback, the average setback of the structures shall be the required setback.
9. [Building Zoning](#) setbacks may ~~conflict~~ be inconsistent with ~~Fire Building~~ Code. Refer to ~~Fire-Code~~ [Building Division](#) to determine final building and fire code setbacks.
10. [Any outdoor storage areas accessory to the main use shall be enclosed by a solid masonry or concrete wall, or a wood fence, and shall not be less than 6 feet nor more than 8 feet in height.](#)



Minimum Lot Standards

Area:	2,500 square feet
Width:	0 feet
Depth:	0 feet

Setbacks

Front Build-to-Line :	0 5 feet
Side:	0 5 feet
Rear:	0 5 feet

Building Height

Maximum:	50 feet, measured from base flood elevation
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Parking:

Residential:	Minimum 0 per unit; Maximum 1.5 per unit
Non-Residential:	Minimum 1 per 1,500 square feet gross floor area
Lodging:	Minimum 75 1 per unit
Parking Location:	On/Off site

Landscaping

Refer to Article 9, Landscaping of the City Land Development Regulations.

14th Street Corridor

The table on Page 3-11 will govern land uses within the Parking Structure/Lot Incidental to Main Use = Permitted Use

Home Based Occupation/Business = Permitted Use

CONTINUE TO NEXT PAGE.

URBAN NEIGHBORHOOD (UN)

Notes (cont):

10. Design Standards Applicable to Commercial Structures and Uses.

- a. Limited Use Standards apply where applicable.
- b. Commercial uses and structures limited to numbered streets in the UN district.
- c. Commercial and Mixed Use building facades shall be designed with a distinct base, middle, and top and shall maintain the alignment of horizontal elements along the block.
- d. Doors or windows forming regular patterns of openings, some accentuated by balconies.
- e. Primary entrance doors for all buildings shall be facing street facing façades.
- f. If driveway and/or off-street service loading and unloading access are provided, cross access easements shall be required when adjoining properties are undeveloped.
- g. There shall be no blank walls greater than 25 feet in width.
- h. Bed and Breakfast: Maximum number of guest rooms is nine. Maximum length of stay is 28 days. Must be owner or manager occupied.
- i. Auto Repair and Auto Sales are permitted use on property legally described "ABST 628 Page 122 Lots 8 thru 9 & E 6.33-ft of Lot 10 (2010-1) SW Block 90 Galveston Outlots."

11. Base Flood Elevation.

- a. Dry Flood Proofing. Dry Flood Proofing may be used to protect the space inside the building below the Base Flood Elevation if the ground floor entrance is not above the base flood elevation. Stairs and ramps may be incorporated inside the building envelop to transition to a higher level. In the case that dry flood proofing is not feasible, exterior stairs and ramps or other impact approaches shall only be permitted. Exterior ramps and stairs when used shall be positioned to minimize the accessibility of the commercial storefront.
- b. Exterior Ramps and Stairs. If an exterior ramp is required in order to accommodate access to a raised Base Flood Elevation, the ramp shall be oriented perpendicular to the primary facade in order to minimize the visual impact and pedestrian accessibility of the primary facade. If an exterior stair is required to accommodate access to a raised Base Floor Elevation, the steps shall be located towards the primary entrance along the primary facade.

12. Design Standards for Commercial Structures.

- a. 1st Floor Height: 15 feet floor to ceiling
- b. 2nd Floor and Up: 10 feet floor to ceiling
- c. Build Material: Stone, brick, stucco, shiplap, fibrous cement board imitating wood shiplap
- d. Door Locations: Primary entrance doors for all buildings shall be facing street.
- e. Balconies: Required at 2nd and 3rd floor
- f. On-site parking: Rear of building, enclosed if on front and access is available
- g. Fencing: Chain-link prohibited (cyclone)
- h. Windows: Upper floors shall be a minimum of 20 percent of each upper floor facade measured between 3 feet and 9 feet above each finished floor
- i. Window Type: Vertical orientation

URBAN NEIGHBORHOOD (UN)

P = permitted use ; L = limited use ; S = specific use review

SAN JACINTO NEIGHBORHOOD

East side of 23rd Street –West side of 6th Street; and,
North side of Seawall Boulevard - South side of Broadway

Corner Stores – Permitted Structures:

1128, 1425, 1516 – AVENUE K
1027, 1301, 1404, 1509, 1528 – AVENUE L
1201, 1327 – AVENUE M
1701 – AVENUE M ½
1728, 1902 – AVENUE N
1502, 1702, 1828, 1902 – AVENUE O
2001 – AVENUE O ½
1212, 1502 – 13th STREET
1104, 1213 – 14th STREET
1104 – 15th STREET
1513, 1515 – 19th STREET
1302, 1502, 1506, 1624, 1801 – 21st STREET

Permitted Commercial Land Use:

Located on 8th, 10th, 14th, and 23rd Street

Corner Store/Commercial Structure Standards:

Gross Floor Area Limited to 2,500 sq. ft.

Additional Standards:

Surface parking lots permitted on 10th Street

WILLIAMS-BORDEN NEIGHBORHOOD ASSOCIATION

West side of 35th Street – East side of 39th Street; and,
South side of Avenue O – North side of Avenue S

Corner Stores – Permitted Structures:

3827 – AVENUE O
3627, 3702 – AVENUE R
3828 – AVENUE S
2005, 2427 – 35th STREET
1702, 1712, 1713 (3702 Ave O ½) – 37th STREET
1710, 2414 – 39th STREET

KEMPNER PARK NEIGHBORHOOD

West side of 25th Street – East side of 39th Street; and,
South side of Avenue O – South side of Avenue S

Corner Stores – Permitted Structures:

2528, 2602, 2628, 2728, 2892, 2927, 3028, 3228 – AVENUE Q
3227, 3228, 3307 – AVENUE R
3201-5 – AVENUE R ½
3128, 3402, 3428, 3501 – AVENUE S
2102 – 26th STREET
2223, 3230 – 33rd STREET
2005, 2201, 2427, ~~2500-2550~~ – 35th STREET

Agricultural Land Use	
Agriculture/Urban Farming	P
Residential Land Uses	
Accessory Dwelling Unit	L
Bed and Breakfast	L
Cottage Food	P
Child Care Facility, Residential (Day Care)	L
Community Garden	L
Duplex	P
Home Based Occupation	P
Hospital House Establishment	L
Live-Work Unit	L
Personal Care Homes (DADS)	P
Short Term Rental Residential Dwelling	P
Single-Family Attached	L
Townhouse	P
Commercial Land Uses	
Adult Day Care	L
Alcoholic Beverage Sales, Liquor Store or Package	S
Child Care Facility, Day Care (Commercial)	L
Cleaning / laundry pick-up station	L
College / University / Vo-Tech	P
Commercial Amusement/Recreation Indoor	L
Commercial Lodging (Hotel)	S
Library	P
Music Instruction Fine Arts Instruction	P
Medical Office / Clinic / Lab	L
Nursery or Greenhouse, Retail	L
Nursing / Convalescent Home	L
Office	L
Personal Fitness or Music Instruction	L
Pet Grooming Services	L
Place of Public/Private Assembly	L
Private Club	S
Professional Services, Instruction or Counseling	L
Public Safety Facility	P
Recreation Indoor	L
Recreation Outdoor	L
Restaurant, No Drive-In / Through	L
Retail - Commercial	P
School: Private	L

NEIGHBORHOOD SERVICES (NS)

Notes:

1. A site plan is required prior to the issuance of a building permit.
2. [New structures shall meet the minimum front yard requirement of the most restrictive zoning district abutting the sides of the property being developed.](#)
3. No side or rear yard required when adjacent to a canal or body of water.
4. [The gross floor area of the structures located on the premises shall not exceed 2,000 square feet on the first floor, and shall not exceed a cumulative square footage of 4,000 square feet per building.](#)
5. All primary entrances shall be oriented to the public sidewalk for ease of pedestrian access. Secondary and service entrances may be located from internal parking areas or alleys.
6. [All signage within the Neighborhood Services District shall conform to Article 5 of these regulations and all other applicable City codes.](#)
7. Encroachments: Canopies, signs, awnings, balconies and similar overhangs may encroach over any required setback, build-to-line or the sidewalk as long as the vertical clearance is a minimum of 8 feet. In no case shall an encroachment be located over any side or rear property line.
8. ~~Building Zoning~~ setbacks may ~~conflict~~ be inconsistent with ~~Fire Building~~ Code. Refer to ~~Fire Code Building Division~~ to determine final building and fire code setbacks.
9. [Any outdoor storage areas accessory to the main use shall be enclosed by a solid masonry or concrete wall, or a wood fence, and shall not be less than 6 feet nor more than 8 feet in height.](#)



Minimum Lot Standards

Area:	5,000 square feet
Width:	0 feet
Depth:	0 feet

Setbacks

Front:	See note #2
Side:	0 feet; 5 feet if abutting residential zone
Rear:	0 feet

Building Height

Maximum:	50 feet, measured from base flood elevation
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Parking

Residential:	None required; Maximum 1.5 spaces per unit
Non-Residential:	Minimum 1 space per 1,000 square feet of floor area

Landscaping

Refer to Article 9, Landscaping of the City Land Development Regulations

~~HISTORIC ZONING DISTRICT (HZD)~~

SINGLE-FAMILY RESIDENTIAL (R-3)

Notes:

1. A site plan is required prior to the issuance of a building permit.
2. The following historical districts (as identified in the historical overlay maps) are subject to the provisions set forth in the zoning designation ~~HZD~~ R-3:
 - a. East End Historical District (EEHD)
 - b. Silk Stocking Historical District (SSHD)
 - c. Lost Bayou Historical District (LBHD)
3. No projection closer than 12 inches to a common property line. Projections include: roof eaves (up to 36 inches), window sills, and other architectural features.
4. No side or rear yard required when adjacent to a canal or body of water, or to an alley or rights-of-way.
5. Sign, fence, and wall regulations apply.
6. ~~Accessory buildings are permitted in the rear yard. A 1 foot rear yard and side yard setbacks are required unless abutting alley or street then no required rear yard setback.~~ Accessory structures shall be limited to the provisions in Sec. 3.305.
7. Only one principal structure and one ADU permitted, except as provided in Sec. 3.202.
8. Article 2, Section 2.311, Child Facility Residential, shall be permitted only in the Lost Bayou Historical District.
9. Building Zoning setbacks may ~~conflict~~ be inconsistent with ~~Fire Building~~ Code. Refer to ~~Fire Code~~ Building Division to determine final building and fire code setbacks.



Minimum Lot Standards

Area:	2,500 square feet
Width:	0 feet
Depth:	0 feet

Setbacks

Front- Build-to-Line :	15 0 feet
Side:	± 0 foot
Rear:	± 0 foot

Building Height

Maximum:	50 feet, measured from base flood elevation
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Parking

Residential:	Minimum one per unit
Bed and Breakfast:	One per guest room, two of which may be placed in the street along the front yard
Commercial:	One per 1,500 square feet of gross floor area

Landscaping

Refer to Article 9, Landscaping of the City's Land Development Regulations.

HISTORIC ZONING DISTRICT (HZD)

Notes (cont):

8. Commercial land uses in corner stores.
 - a. Commercial activity as permitted for HZDs in corner stores shall be limited to the ground floor.
 - b. Signage for corner stores shall be limited to 20 square feet maximum sign face and 15 foot max height.
 - c. Gross floor area limited to 2,500 square feet
 - d. Commercial land uses in corner stores shall be permitted only at the following addresses:
 - i. 1801, 1806, 1827, 1828 – Avenue L
 - ii. 1203, 1327— Ball / Avenue H
 - iii. 902, 1004, 1501, 1801, 1804 — Broadway / Avenue J
 - iv. 1202, 1301, 1427, 1527, 1602 — Church / Avenue F
 - v. 1327, 1728, 1801, 1802 — Market / Avenue D
 - vi. 902, 927, 1028, 1127, 1201, 1202, 1208 — Postoffice / Avenue E
 - vii. 902, 1728 — Sealy / Avenue I
 - viii. 1602 — Winnie / Avenue G
 - ix. 924 — 10th Street
 - x. 303, 305 — 16th Street
 - xi. 302 — 17th Street
 - xii. 1127 — 18th Street
 - xiii. 710, 1206 — 19th Street
 - xiv. 1302 — 21st Street / Moody
 - xv. 1124 — 25th Street / Rosenberg

COMMERCIAL (C)

Notes:

1. A site plan is required prior to the issuance of a building permit.
2. No side or rear yard required when adjacent to a body of water or right-of-way.
3. No projection closer than 12 inches to a common property line. Projections include: roof eaves (up to 36 inches) window sills, belt courses, and other architectural features.
4. Sign, fence, and wall regulations apply.
5. Boat slips, boat docks, shade covers, or decking constructed over water do not require a setback provided the improvement built over water is part of the platted lot.
6. One-family attached dwelling units require a 0-foot rear yard setback when abutting another one-family attached dwelling.
7. ~~Accessory buildings are permitted in the rear yard. A 3-foot rear yard setback required, unless abutting alley or street then no required rear yard setback.~~ Accessory structures shall be limited to the provisions in Sec. 3.305.
8. Unlimited height from the east property line of Stewart Beach and eastward.
9. Building Zoning setbacks may ~~conflict~~ be inconsistent with ~~Fire~~ Building Code. Refer to ~~Fire-Code~~ Building Division to determine final building and fire code setbacks.
10. Any outdoor storage areas accessory to the main use shall be enclosed by a solid masonry or concrete wall, or a wood fence, and shall not be less than 6 feet nor more than 8 feet in height.



Minimum Lot Standards

Area:	0 square feet
Width:	40 feet
Depth:	100 feet

Setbacks

Front:	0 10 feet; On Broadway (between eastside of 23 rd St. and west side of 19 th St. and the 2300 to 2600 blocks) a 25 foot to 45 foot build-to-line is required
Side:	5 feet
Rear:	0 feet; 10 feet if development abuts a residential zone

Building Height

Maximum:	50 feet, measured from base flood elevation
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Parking*

Residential:	Minimum 1.5 per unit
<u>Multi-Family:</u>	<u>Minimum 1.5 per unit</u>
Non-Residential:	Minimum 1 per 300 square feet of gross floor area
Lodging:	Minimum 75 1 per unit
Parking Location:	Rear of building. <u>The Director may approve alternate design when parking in the rear not feasible.</u>

* See note #~~13~~14 for properties located 2600-2700 Block of Market/Avenue D and 2600 block of Mechanic/Ave C

Landscaping

Refer to Article 9, Landscaping of the City's Land Development Regulations.

COMMERCIAL (C)

Notes (continued):

~~10.~~ 11. Commercial District Fence Regulations. Maximum height of a fence is 8 feet. Fence must be constructed in a workmanship manner. Horizontal and vertical support posts are inside of the fence area or otherwise hidden from both the neighbor's and public's view. Fences with a shadow-box design shall be considered to hide support posts. No more than two different types of fencing material are permitted. Property owners shall be responsible for the maintenance of the fencing on their property and for removal of any fence if it becomes unsightly or a menace to public safety, health, or welfare. Fences shall be maintained in an upright condition. It shall be the responsibility of the property owner to insure that a fence does not block or obstruct the flow of storm water. Corrosive resistant material required.

~~11.~~ 12. **Broadway Boulevard Design Standards** — 6th Street to 61st Street (Ord. 15-082)

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

2. Build-to-line – seventy percent (70%) of commercial buildings shall be located at Broadway Boulevard property line.
 3. Build-to-zone – Single Family Residential Structures shall be located within the Build-to-Zone, the build-to-zone shall be the area between the property line abutting the Broadway Ave. rights-of-way and a parallel line fifteen feet into the lot from the property line abutting the Broadway Ave. right-of-way.
 4. Side yard setback(s) shall be zero (0) with fire rated walls.
- k. Encroachment(s)
1. Canopies, signs, awnings, balconies and similar overhangs may encroach over any required setbacks or the sidewalk as long as the vertical clearance is a minimum of 8 feet. In no case shall an encroachment be located over an on-street parking or travel lane.
- l. Exterior Ramps and Stairs
1. When required, ramps shall be oriented perpendicular to the primary facade in order to minimize the visual impact and pedestrian accessibility of the primary facade.
 2. Exterior stairs steps shall be located towards the primary entrance along the primary facade and connect with the public sidewalk for ease of pedestrian access.
- m. Grade Changes (*Ord. 17-014*)
1. Maximum grade changes from Broadway to 30-foot setback from property line shall not exceed 30 inches based upon a 6 inch plus 1 in 20 slope up to a maximum rise of 24 feet (see diagram A).
 2. Maximum grade change from side street (north-south streets) to 10-foot setback from property lines shall not exceed 18 inches based upon a 6 inch curb height plus 1 in 20 slope up to a maximum rise of 12 inches (see diagram B).
 3. Additional elevation height changes to comply with minimum flood elevation shall occur with an accessible ramp, stairs or Texas Accessibility Standards (TAS) code approved methods. Refer to façade design guideline section of Broadway Design Guidelines for further requirements for exterior stairs and ramps.
 4. Additional/steeper grade height changes may occur within the property lines outside the stipulated setback areas. Grade changes must comply with TAS.
- n. FEMA Flood Elevation (*Dry-Flood Proofing*)
1. DRY FLOODPROOF – In accordance with 44CFR 60.3 Floodplain Management Criteria for flood prone areas. § (C)(3)(4) non-residential structures will have the lowest floor below the Base Flood Elevation (BFE) dry floodproofed and certified by a registered professional engineer the structure is watertight below the base flood elevation.
 2. ELEVATED – Stairs or ramps (internal or external) may be used to mitigate higher differentials between grade level and the active first floor of an elevated structure. To prevent structures from eliminating the connection to a sidewalk, fenestrations and/or entrances shall be brought down to the pedestrian level. Use of human scaled architectural elements including landscaped berms, stoops, porches, and articulated facades can be incorporated into the structure's design to preserve Broadway's familiar streetscape.
- l. Parking
1. Parking on Broadway Blvd shall not exceed 1 space per 150 sq. ft. of **gross** floor area.
- o. Pedestrian Zone

1. Along all street frontages, sidewalks shall be installed. Broadway – six foot landscape strip/street furniture zone at back of curb with an eight foot wide sidewalk; or a twelve foot sidewalk at back of curb.
 2. Along all street frontages – an eight foot wide sidewalk shall be installed at back of curb.
 3. Seventy percent (70 %) of the building frontage on shall provide a shaded structure.
- p. Service Elements
1. Service elements such as trash dumpsters, utility meters, backflow preventers, electrical, plumbing, mechanical, and communications equipment shall be located away from a street front. All service elements shall be situated and screened from view to the street and adjacent properties.
- q. Windows and Spacing
1. At the first story, facades along a frontage line shall have frequent windows glazed with clear glass no less than seventy percent (70%) of the corresponding street level facade. Window openings above the base facade segment must be at least 20% of each corresponding street frontage facade.
 2. There shall be no blank walls greater than 10 feet in width along any street frontage facade.
 3. Subdivide large areas of glazing with 8 inch wide walls or frames to complement and express the architecture of the building.
 4. Mirror, tinted, and reflective windows are prohibited.
- r. Auto-Related Businesses (*Between 19th Street and 65th Street*)
1. All auto-oriented businesses, including low speed vehicles, (golf carts, recreational vehicles) shall operate (including display) within an enclosed structure.
12. [13.](#) Seawall Boulevard Design Standards (South Jetty east to Condo Road; Condo Road west to 39th Street; 39th Street west to 61st Street; 61st Street west to Cove View Boulevard).
- a. Fencing: Prohibited within area between the north rights-of-way line of Seawall Boulevard and south façade of building.
 - b. Residential Fencing Maximum Height: 42 inches solid fence; 60 inches open fence design.
 - c. Vending Machines: attached to permanent structure, meet setbacks, proper ventilation (i.e. phones, ice machines, water, soft drinks, etc.)
 - d. Buffering/Screening between commercial/lodging uses and residential zones and uses: A 4 foot wide landscaped strip and a 5 foot solid all or fence along all common property lines including rear property
 - e. [A maximum driveway width of 30-feet is permitted for all commercial properties. A minimum of 30-feet must be maintained between each drive of the same use and/or property.](#)
13. [14.](#) No Parking Requirement for properties located on the 2700 block of Market (Avenue D), lots north on Market (Avenue D) between 27th Street and 26th Street and lots on the 2600 block of Mechanic (Avenue C). (Ord. 16-037)

CENTRAL BUSINESS DISTRICT (CBD)

Notes:

1. A site plan is required prior to the issuance of a building permit.

2. **Base Flood Elevation.**

Dry floodproofing may be used to protect the space inside the building below the Minimum Floor Elevation if the ground floor entrance is not above the base flood elevation. Stairs and ramps may be incorporated inside the building envelope to transition to a higher level. In the case that dry floodproofing is not feasible, only exterior stairs and ramps or other approaches shall be permitted. Exterior ramps and stairs when used shall be positioned to minimize the impact and accessibility of the commercial storefront.

3. **Fence Screening.**

When a commercial use abuts a residential zone or use, 5-foot, solid concrete or wood material wall shall be installed along common property lines to screen the commercial use from the residential use or zone.

4. **Alcohol Sales Regulations.**

Within the CB, a special character area shall be established between 21st and 23rd street, approximately 160 feet north and south of the centerline of Postoffice Street. Bars and nightclubs are prohibited land uses. Alcohol sales incidental to operation of a restaurant are permitted.

5. **Building Zoning** setbacks may **conflict** be inconsistent with **Fire Building** Code. Refer to **Fire-Code Building Division** to determine final building and fire code setbacks.
6. Any outdoor storage areas accessory to the main use shall be enclosed by a solid masonry or concrete wall, or a wood fence, and shall not be less than 6 feet nor more than 8 feet in height.



Minimum Lot Standards

Area:	3,000 square feet
Width:	0 feet
Depth:	0 feet

Setbacks

Front:	0 feet
Side:	0 feet
Rear:	0 feet

Building Height

Maximum: None

Parking

Not required

Landscaping

Refer to Article 9, Landscaping of the City's Land Development Regulations.

RESORT-RECREATION (RES/REC)

Notes:

1. A site plan is required prior to the issuance of a building permit.
2. No side or rear yard adjacent to a canal or body of water.
3. Side yard may be reduced to 3 feet with appropriate fire rated wall.
4. If property fronts Seawall Boulevard, 0—10 feet, build-to-line, flag shaped lots exempt from this provision
5. Unlimited height from the east property line of Stewart Beach and eastward.
6. Lots on Southside of Seawall Boulevard, 0 foot setback on Gulf of Mexico side of lot.
7. The following properties are exempt from the building height regulations:
 - a. ABST 628 M Menard SUR PT of Lots 2,13 &14 (8-0) Block 125 & PT of Lots 7 & 8, Block 126 & ADJ ABND Alley & Streets
 - b. ABST 628 M Menard SUR PT of Lots 2 thru 4 & 8 Thru 13 (8-1) Block 125 & Adj ABND Alley and Streets
 - c. ABST 628 M Menard SUR PT of Lots 6,7, & Part of Lots 4, 5, & 8 Thru 11 (6-) Block 125 & ADJ ABND Alley & Streets
8. **Building Zoning** setbacks may **conflict** be inconsistent with **Fire Building** Code. Refer to **Fire Code Building Division** to determine final building and fire code setbacks.
9. Any outdoor storage areas accessory to the main use shall be enclosed by a solid masonry or concrete wall, or a wood fence, and shall not be less than 6 feet nor more than 8 feet in height.



Minimum Lot Standards

Area:	4,000 square feet
Width:	40 feet
Depth:	50 feet

Setbacks

Front:	0 10 feet
Side:	5 feet
Rear:	10 feet

Building Height

Maximum:	120 feet, measured from base flood elevation
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Parking

Residential:	Minimum one per unit
Non-Residential:	One per 300 square feet of gross floor area
Lodging:	Minimum and maximum .75 <u>1</u> per unit

Landscaping

Refer to Article 9, Landscaping of the City Land Development Regulations.

LIGHT INDUSTRIAL (LI)

Notes:

1. A site plan is required prior to the issuance of a building permit.
2. No side or rear yard required when adjacent to a canal or body of water.
3. Bulk fuel or oil storage shall be located 300 feet from any residential land use or commercial district.
4. [Building Zoning](#) setbacks may ~~conflict~~ be inconsistent with ~~Fire~~ [Building Code](#). Refer to ~~Fire—Code~~ [Building Division](#) to determine final building and fire code setbacks.
5. [Any outdoor storage areas accessory to the main use that is visible from an arterial roadway shall be enclosed by a solid masonry or concrete wall, wood fence, or chain link fencing with slats that achieve a minimum screening of 95 percent opacity. No fence shall be less than 6 feet nor more than 8 feet in height.](#)



Minimum Lot Standards

<i>Area:</i>	0 square feet
<i>Width:</i>	0 feet
<i>Depth:</i>	0 feet

Setbacks

<i>Front:</i>	0 feet
<i>Side:</i>	0 feet
<i>Rear:</i>	0 feet

Building Height

Maximum: None

Parking

One space per every four employees

Landscaping

Refer to Article 9, Landscaping of the City Land Development Regulations.

HEAVY INDUSTRIAL (HI)

Notes:

1. A site plan is required prior to the issuance of a building permit.
2. No side or rear yard required when adjacent to a canal or body of water.
3. Bulk fuel or oil storage shall be located 300-feet from the property line or zoning district boundary of any residential land use or commercial district.
4. Building Zoning setbacks may ~~conflict~~ be inconsistent with ~~Fire~~ Building Code. Refer to ~~Fire—Code~~ Building Division to determine final building and fire code setbacks.
5. Any outdoor storage areas accessory to the main use that is visible from an arterial roadway shall be enclosed by a solid masonry or concrete wall, wood fence, or chain link fencing with slats that achieve a minimum screening of 95 percent opacity. No fence shall be less than 6 feet nor more than 8 feet in height.



Minimum Lot Standards

Area:	0 square feet
Width:	0 feet
Depth:	0 feet

Setbacks

Front:	0 feet
Side:	0 feet
Rear:	0 feet

Building Height

Maximum: None

Parking

One space per every four employees

Landscaping

Refer to Article 9, Landscaping of the City's Land Development Regulations.

ARTICLE 4. PLANNED UNIT DEVELOPMENT (PUD) OVERLAY ZONING DISTRICTS

Division 4.100 PLANNED UNIT DEVELOPMENTS

The Planned Unit Development (PUD) Overlay District is a special overlay zone that allows flexibility in development standards that are approved for specific uses on a specific site. Any deviations for the standards established in these regulations must be incorporated into a PUD plan and an ordinance amending the zoning. The PUD plan shall be reviewed by the Planning Commission and approved by the City Council.

SEC. 4.101 PLANNED UNIT DEVELOPMENTS

This Section establishes procedures and requirements of a PUD District. PUDs may be established in any location [having a minimum land area of 10,000 square feet](#), and may include more than one base zoning district.

SEC. 4.102 GENERAL PROVISIONS

- A. **Compatibility with Base Zoning District.** A PUD is designed to be used in conjunction with a designated base zoning district. Use standards and requirements of the specified base district shall apply unless specifically superseded by the standards and requirements of the PUD Development Plan.
- B. **Compliance with Applicable City Codes.** The granting of a PUD zoning district shall not relieve the developer from complying with all other applicable sections of this Code and other Codes and Ordinances of the City unless such relief is specified in the approved PUD plan and PUD ordinance.
- C. **Plan Required.** An application for the establishment of a PUD zoning district shall be accompanied by a PUD plan that meets the requirements of this Section. The PUD plan shall become a part of the PUD ordinance if approved by the City Council.
- D. **Development Plan**
 - 1. Development requirements for the PUD ordinance shall be set forth in the PUD Plan and the PUD ordinance and shall include:
 - a. The purpose and intent of the PUD;
 - b. PUD land uses;
 - c. Density;
 - d. Building height;
 - e. Building setbacks;
 - f. Limits of construction;
 - g. Building elevations;
 - h. Vehicular parking;

- i. Pedestrian access;
 - j. Streets and circulation;
 - k. Screening and landscaping;
 - l. Environmental protection;
 - m. Signage;
 - n. Lighting;
 - o. Phasing or scheduling; and
 - p. Any other requirements of these regulations or as the City Council may deem appropriate.
2. The application shall specify the extent to which deviation from otherwise applicable Code requirements is justified by unique characteristics of the site or other exceptional circumstances.
3. The following information shall be shown on the PUD Plan in a legible schematic form with a reduced, reproducible print of the approved drawing suitable for duplication as an exhibit to the PUD ordinance:
- a. Proposed land uses including uses to be prohibited per base district;
 - b. Existing natural features such as drainage ways, one-hundred year floodplain (if applicable), and existing topography at two-foot contour intervals;
 - c. Location of proposed buildings, building envelopes or building setbacks;
 - d. A tabulation of proposed dwelling unit density in residential areas;
 - e. A tabulation of proposed floor area ratios and maximum heights of proposed buildings;
 - f. Proposed circulation systems, including preliminary street cross-sections;
 - g. Proposed public parks, greenbelts, and other open space;
 - h. Proposed public facilities, i.e. school sites, fire station, etc.;
 - i. Location and type of proposed landscaping including existing landscaping;
 - j. Public Access;
 - k. Proposed easements;
 - l. Proposed trail networks;
 - m. Identification of environmentally sensitive areas; and
 - n. Transit network and/or stops.
4. Revisions to the adopted PUD Plan shall require an amendment to the PUD ordinance.
- a. Minor amendment to PUD plan: Minor additions and modifications to the approved PUD plans, meeting the criteria below, may be approved by the Development Services Department:

- i. Minor additions to structures, with a floor area no larger than 10 percent of the existing floor area of the main floor, not to exceed 5,000 square feet, and provided that overall density of the project does not increase.
- ii. Minor new accessory structures if the location does not interfere with existing site layout (e.g., circulation, parking, loading, storm water management facilities, open space, landscaping, or buffering).
- iii. Minor additions to parking lots comprising no more than 10 percent of the original number of parking spaces required, not to exceed 25 spaces.
- iv. Clearing or grading that does not exceed 5,000 square feet in area or 10 percent of the site.
- v. The development plan is a subdivision concept plan. Approval of a development plan shall also constitute approval of a concept plan for subdivision purposes.
- b. All other changes shall require approval in the same process first used for adoption. All changes of use from those approved in the original PUD plan shall require City Council approval.

SEC. 4.103 PUD INFRASTRUCTURE STANDARDS

- A. **Streets and Sidewalks.** Streets within a PUD may be public or private. Private driveways may provide internal circulation. Private driveways shall meet the 2009 Fire Code standards. The Planning Commission may require dedication and construction of private streets through a PUD.
- B. **Utilities.** Water and sanitary sewer systems within a PUD may be publicly or privately owned. For privately owned systems, maintenance and operation is the responsibility of the PUD homeowners' association.
- C. **Easements.** Publicly owned or maintained utilities shall be placed in public streets or easements are a minimum of 16 feet in width unless a narrower width is approved by the utility.
- D. **PUD Garbage Collection.** The city manager shall have the right to refuse service because of the impossibility or impracticability for any premise within the city. If the city manager refuses service, the customer shall be exempt from the garbage and trash fee established by section 15-21 of the City Code.
- E. **PUD Common Area and Facilities.** Provisions shall be made for a property owners' association that is designated as the representative of the owners of property in a residential subdivision. The owners' association shall have the direct responsibility to provide for the maintenance and operation of the subdivision. The applicant shall submit the dedicatory instrument(s) covering the establishment, maintenance, and operation of a residential subdivision. The dedicatory instrument(s) shall establish a plan for the use and permanent maintenance of the common areas/facilities and demonstrate that the property owners' association is self-perpetuating and adequately funded by regular assessment and/or special assessment to accomplish its purposes. The dedicatory instrument(s) shall include provisions that provide the city with permission for access at any time without liability when on official business and further, to permit the city to remove obstructions if necessary for emergency vehicle access and assess the cost of removal to the owner of the obstruction. The dedicatory instrument(s)

must be approved by the city attorney as to legal form prior to any plat recordation and shall be recorded at the same time as the plat.

SEC 4.104 PUD COMPLIANCE AND ENFORCEMENT

- A. It shall be unlawful for any person to begin, continue, or complete any development on any land within the territorial jurisdiction of the City to which the provisions of this Article applies, except in accordance with and upon compliance with the provisions of this Article.
- B. The City shall not issue a Building Permit or Certificate of Occupancy required by these regulations for any land located within the corporate limits to which this Article applies until and unless there is compliance with this Article.
- C. The City may refuse to authorize or make utility connections on the grounds set forth in Tex. Loc. Gov't. Code § 212.012, as amended.
- D. No improvements shall be initiated until the approval of the City has been given. Disapproval of a final plat by the City shall be deemed a refusal by the City to accept offered dedications shown thereon. Approval of a final plat shall not be deemed an acceptance of the proposed dedications and shall not impose any duty upon the City concerning the maintenance or improvement of any such dedicated parts until written acceptance of the improvements has been given and the proposed dedications or improvements have actually been appropriated by entry, use, or improvements.

ARTICLE 5. SIGNS (ORD. 16-070)

DIVISION 5.100 PURPOSE AND APPLICABILITY

SEC. 5.101 TITLE

This Article is cited as the Sign Regulations.

SEC. 5.102 PURPOSE

- A. This Article regulates the construction, erection, or establishment of signs in order to:
 - 1. Allow signs that provide speech and opinions, information, and direction;
 - 2. Accommodate the needs of business and industry;
 - 3. Complement the character of the zoning districts' land uses;
 - 4. Preserve the character of residential neighborhoods;
 - 5. Preserve order and cleanliness;
 - 6. Reduce the traffic hazard caused by distractions to motorists and impairment of sight lines;
 - 7. Limit administrative burdens;
 - 8. Protect the health, safety, welfare, morals, convenience and comfort of the public; and
 - 9. Implement the *City of Galveston 2011 Comprehensive Plan* and any adopted neighborhood or special area plans.
- B. This Section regulates only the sign structure or copy design, not the sign's content. The city finds that the type, size, dimensions, setbacks, and physical design of signs permitted by this Article protect the city's interests in traffic safety, community character, and aesthetics, while allowing adequate visibility, conspicuity, legibility, readability, and pedestrian or motorist reaction time for signs.

SEC. 5.103 APPLICABILITY

- A. **Limited Use Standards.** This Article applies to any sign, as defined in Division 5.200 of this Article.
- B. **Geographic Area.** This Article applies within the municipal boundaries of the City. This Article also applies to off-premise signs within the City's ETJ as provided in Chapter 216 of the Texas Local Government Code.
- C. **Prohibitions.**
 - 1. It is unlawful for any person to erect, operate, or otherwise use any sign at a time, place, or manner that is prohibited by this Article.
 - 2. It is unlawful for any person to erect, operate, or otherwise use any sign without first obtaining an approved sign permit.
- D. **Compliance with State or Federal Law.** In the event of a conflict between this Article and state or federal law, the state or federal law prevails.

SEC. 5.104 MESSAGE NEUTRALITY

Notwithstanding any other provision of this Article, no sign is subject to any limitation based on the content of the message contained on the sign. Any sign authorized in these regulations may contain any non-commercial copy in lieu of any other copy.

SEC. 5.105 EXCEPTIONS

- A. **Limited Use Standards.** Owners of signs, which do not strictly comply with the terms of this chapter, may seek an approval as a variance from the Zoning Board of Adjustment. In certain instances, applicants may wish to request a sign variance to obtain relief from the requirements of the Zoning Ordinances' sign regulations; however, a variance may not be granted to increase the number of permitted sign types. Sign variances related to sign area and height is limited to a 5 percent increase in area or height; any increase above 5 percent shall be considered a legislative act. Sign variances should only be granted when there is a hardship related to the character of the property.
- B. **Proof of Permitting.** The following signs do not require an approved sign permit provided they meet the sign standards provided herein.
1. Re-facing of an existing sign provided no increase occurs with respect to either the area of any such sign or the manner in which it is structurally supported;
 2. Vehicle sign;
 3. Name plates;
 4. Symbolic flags (national, state, political subdivisions, etc.) and business or institutional flags not to exceed one business flag per establishment pursuant to:
 - a. Maximum of three flagpoles per lot with two flags per pole;
 5. Weather or bait flags;
 6. Real estate signs;
 7. Window signs;
 8. Temporary decorative flags and bunting for convention and commemorations;
 9. Warning or security signs;
 10. Directional signs on-site;
 11. Traffic directional or informational signs erected by a government agency;
 12. [Vertical banners provided it meets the criteria listed in §5.420;](#)
 13. Political sign (per state law);
 14. Political campaign sign (per Campaign Election Code);
 15. A-Frame or sandwich board sign on private property;
 16. Government signs on public property;
 17. Murals or art representation provided it meets the criteria listed in §5.411;
 18. Signage related to special events as defined by Article II, Section 6 of the Galveston City Code; however this exception does not include private businesses that have temporary signage for sales and promotional events during a special event which requires a temporary sign permit; and,
 19. Beach vendors that do not set up permanently shall be exempt from the sign regulations contained herein provided that no sign displayed exceeds 20 sq. ft. For the purpose of this provision, "permanently" means vendors that remain stationary for more than 24 hours.

SEC. 5.106 SIGNS IN HISTORIC DISTRICTS, NEIGHBORHOOD CONSERVATION DISTRICTS, AND PRESERVATION OF HISTORIC SIGNAGE

- A. **Limited Use Standards.** All signs within a designated HZD or NCD Districts shall conform to the *Design Standards for Historic Properties* or appropriate Neighborhood Conservation Plan and if applicable, must obtain a permit prior to installation.
- B. Permits for approved signs must be obtained from the Development Services Department.
- C. Existing historic signage as determined by the Historic Preservation Officer (HPO) shall be preserved.
 1. Historically significant painted wall signs shall be retained when possible.
 2. Mounted signs announcing the name of a business no longer in existence at the sign's location and having historical significance may be salvaged and relocated.
 3. Historic signage shall not be calculated as part of the overall signage permitted pursuant to Article 5 of these Land Development Regulations.
 4. Historically significant signs shall be exempt from compliance with Section 5.303, Sign Maintenance, subsection A. 4.

SEC 5.107 SIGNS IN COMMERCIAL (C), HEAVY INDUSTRIAL (HI), AND LIGHT INDUSTRIAL (LI) DISTRICTS

Table 5.107 Signs in Commercial (C), Heavy Industrial (HI), and Light Industrial (LI) Districts						
Sign type	Max. # of signs	Max. Square foot area	Max. height	Placement	Illumination	Standard
Attached Signs.						
1. Limited to 3 attached sign types per business, not to exceed 500 cumulative square feet sign area.						
Flat/Wall sign/ Canopy	4	200 square feet	n/a	Facing a street right-of-way	Internal, External,	Cumulative area calculated for all signs. (Sec 5.422)
Under-Canopy	1	24 square feet	n/a	n/a	Internal, External,	Minimum 7.5 feet clearance above grade. (Sec 5.418)
Projecting	1	200 square feet	n/a	On site, may extend over right-of-way	Internal, External,	May project up to 4 feet from building. (Sec 5.413)
Marquee	1 per street frontage	200 square feet	n/a	On site, may extend over right-of-way	Internal, External,	(Sec 5.410)

Sign type	Max. # of signs	Max. Square foot area	Max. height	Placement	Illumination	Standard
Detached Signs. 1. Limited to 1 Monument, Pylon or Pole sign type per site. If site has two street frontages, a least one sign must be monument. 2. Properties east of 59th Street, north of Seawall Boulevard, south of Harborside Drive to and Including Ferry Road are limited to monument only (Sec. 5.404).						
Pole	1 per street frontage.	200 square feet	50 feet	On site	Internal, External,	Along Broadway/I-45 from base of Causeway to west of 59 th Street and/or adjacent to elevated roadways.
Monument	1 per street frontage.	200 square feet	12 feet	On site	Internal, External,	Sign base width measures at least 75 percent of the width of the sign.
Pylon	1 per street frontage.	200 square feet	20 feet	On site	Internal, External,	Sign base measures less than 75 percent of the width of the sign, but not less than 25 percent.
Subdivision	2 per intersection	150 square feet	12 feet	Reserve area	Internal, External	(Sec 5.415)
Directional/ Informational (on-site)	n/a	6 square feet	8 feet	On site	Internal, External	Giving directions to motorists regarding parking and access drives.
Directional (off-site)	2 per business	4 square feet (1'x4')	8 feet	Within 1,000 feet	External Internal	(Sec 5.408)
A Frame, Sandwich Board or Easel	1 per site	6 square feet	4 feet	On site	None	Displayed during business hours only. Wood, aluminum or metal only. Free of attachments.

SEC 5.108 SIGNS IN RESORT/RECREATION (RES/REC) DISTRICT

Table 5.108 Signs in Resort/Recreation (Res/Rec) District						
Sign type	Max. # of signs	Max. Square foot area	Max. height	Placement	Illumination	Standard
Attached Signs.						
1. Limited to 3 attached sign types per business, not to exceed 324 cumulative square feet sign area.						
Flat/Wall sign/Canopy	4	100 square feet	n/a	Facing a street right-of-way	Internal, External,	Cumulative area calculated for all signs. (Sec 5.422)
Under-Canopy	1	24 square feet	n/a	n/a	Internal, External,	Minimum 7.5 feet clearance above grade. (Sec 5.418)
Projecting	1	48 square feet	n/a	On site, may extend over right-of-way	Internal, External,	May project up to 4 feet from building. (Sec 5.413)
Marquee	1 per street frontage	100 square feet	n/a	On site, may extend over right-of-way	Internal, External	(Sec 5.410)
Detached Signs.						
1. Limited to 1 Monument, Pylon or Pole sign type per site. If site has two street frontages, a least one sign must be monument. 2. Properties east of 59th Street, north of Seawall Boulevard, south of Harborside Drive to and Including Ferry Road are limited to monument only (Sec. 5.404).						
Pole	1 per street frontage.	200 square feet	50 feet	On site	Internal, External,	Along Broadway/I-45 from base of Causeway to west of 59th Street and/or adjacent to elevated roadways.
Monument	1 per street frontage.	200 square feet	12 feet	On site	Internal, External,	Sign base width measures at least 75 percent of the width of the sign.
Pylon	1 per street frontage.	200 square feet	20 feet	On site	Internal, External,	Sign base measures less than 75 percent of the width of the sign, but not less than 25 percent.

Sign type	Max. # of signs	Max. Square foot area	Max. height	Placement	Illumination	Standard
Subdivision	2 per intersection	150 square feet	12 feet	Reserve area	Internal, External	(Sec 5.415)
Directional/ Informational (on-site)	n/a	6 square feet	8 feet	On Site	Internal, External	Giving directions to motorists regarding parking and access drives.
Directional (off-site)	2 per business	4 square feet (1'x4')	8 feet	Within 1,000'	External	(Sec 5.408)
A Frame, Sandwich Board or Easel	1 per site	6 square feet	4 feet	On site	None	Displayed during business hours only. Wood, aluminum or metal only. Free of any attachments.

SEC 5.109 SIGNS IN CENTRAL BUSINESS (CB), URBAN NEIGHBORHOOD (UN), [NEIGHBORHOOD SERVICES \(NS\)](#), AND TRADITIONAL NEIGHBORHOOD (TN) DISTRICTS

Table 5.109 Signs in Central Business (CB), Urban Neighborhood (UN) and Traditional Neighborhood (TN) Districts						
Sign type	Max. # of signs	Max. Square foot area	Max. height	Placement	Illumination	Standard
Attached Signs.						
1. Internal illumination limited to one sign type.						
Flat/Wall sign/Canopy	1	20 square feet 40 square feet (UN only)	n/a	Facing a street right-of-way	External	(Sec 5.422)
Under-Canopy	1	24 square feet	n/a	n/a	External	Minimum 7.5 feet clearance above grade. (Sec 5.418)
Projecting	1	48 square feet	n/a	On site, may extend over right-of-way	External	May project up to 4 feet from building. (Sec 5.413)
Detached Signs						
1. Properties east of 59th Street, north of Seawall Boulevard, south of Harborside Drive to and including Ferry Road are limited to monument only (Sec. 5.404).						
Monument	1 per street frontage.	200 square feet	12 feet	On site	Internal, External	Sign base width measures at least 75 percent of the width of the sign.

Sign type	Max. # of signs	Max. Square foot area	Max. height	Placement	Illumination	Standard
Subdivision	2 per intersection	150 square feet	12 feet	Reserve area	Internal, External	(Sec 5.415)
Directional/ Informational (on-site)	n/a	6 square feet	8 feet	On site	Internal, external	Giving directions to motorists regarding parking and access drives
A Frame, Sandwich Board or Easel	1 per site	6 square feet	4 feet	On site	None	Displayed during business hours only. Wood, aluminum or metal only. Free of attachments.

SEC 5.110 SIGNS IN RESIDENTIAL SINGLE FAMILY (R-1), RESIDENTIAL GENERAL DUPLEX (R-2), [RESIDENTIAL SINGLE FAMILY \(R-3\)](#), AND RESIDENTIAL MULTIFAMILY (MF) ~~AND HISTORIC ZONING (HZD) DISTRICTS~~

Table 5.110 Signs in Residential Single Family (R-1), Residential General Duplex (R-2), Residential Single Family (R-3) , and Residential Multifamily (MF), and Historic Zoning (HZD) Districts						
Sign type	Max. # of signs	Max. Square foot area	Max. height	Placement	Illumination	Standard
Attached Signs						
1. Signage for corner stores within HZD R-3 shall be limited to 20 square feet maximum sign face and 15-foot max height.						
Name Plate	1	2 square feet	n/a	Street frontage	External	Not to exceed 2 square feet
Detached Signs						
Subdivision	2 per intersection	150 square feet	12 feet	Reserve area	Internal, External	(Sec 5.415)

DIVISION 5.200 DEFINITIONS RELATED TO SIGN REGULATION

SEC. 5.201 SIGN DEFINITIONS

- Advertising** Any sign, other than owner-identification sign that directs attention to a business; commodity; or service inclusive of pennants, banners, and streamers.
- Attached** A sign that is attached to a building wall, false wall, false roof, or other facade surface.
- Awning** A sign painted on, attached to, or constructed on a canopy or awning.

4. **Back-to-Back** A sign with directly opposite sign faces oriented in opposite directions, where both sides are not legible at the same time from any part of the street right-of-way. The maximum permitted angle of a back-to-back sign shall not exceed 30 degrees. A back-to-back sign constitutes one sign for purposes of this Article.
5. **Banner (building)** Any sign of lightweight fabric or similar material attached to a building and where the banner lies flat against the building surface at all times.
6. **Banner (horizontal)** Any sign of lightweight fabric or similar material attached at the top and bottom corner strung between buildings, poles, and/or light standards.
7. **Banner (vertical)** Any sign of lightweight fabric or similar material attached at the top and bottom to a pole or light standards by extensions from the pole.
8. **Canopy** A sign painted on, attached to, or constructed on a canopy or awning.
9. **Digital** A sign that displays moving images that are controlled by electronic communications, which allows the images to be turned on or off intermittently. A Digital Sign includes any illuminated sign on which the illumination is not kept stationary or constant in intensity and color when the sign is in use including any light emitting diode (LED) or digital panel and which varies in color or intensity. In the sign industry, digital signs are also referred to as dynamic signs, changeable electronic variable message signs (CEVMS), and electronic message centers (EMCs).
10. **Directional, Off-Site** An off-premise sign indicating the location of or directions to a business, church, community event, park, school, or other place of public assembly. The sign shall not include any information or message except the name of the business or activity or symbols or logos of the business and must have an arrow indicating the direction to the business or activity.
11. **Directional/Informational, On-Site** A sign located on the same premises as the business, giving directions to motorists [and pedestrians](#) regarding [street, building or suite numbers, and](#) the location of parking areas and access drives within a development.
12. **Double-Faced** A double-faced sign means two adjacent signs on a single structure or separate structures with both sign faces oriented in the same direction and not more than 10 feet apart at the nearest point between the two sign faces. A double-faced sign may be referred to as a side-by-side or stacked sign. A double-faced sign constitutes one sign for purposes of this Article.
13. **Electronic** A sign, display, or device that has a static message or copy that can be changed by programmable mechanical or electronic processes. An electronic sign does not include the use of flashing, intermittent, or moving light for the purposes of these regulations.
14. **Flag** A “flag sign” means any flag (other than a national or state flag) that is mounted on a pole, post, or other structure and that is used for advertising including any flag that contains or displays any written message, business name, pictorial representation, logo, corporate symbol, silhouette, or other

visual representation identifying or advertising a particular business, good, service, or merchandise sold or available for sale on the premises where the flag is erected, displayed, or maintained. For purposes of this subsection, a "flag" means a piece of material or fabric, usually rectangular or triangular.

15. **Flat** Any sign, erected flush against an exterior wall, supported by the wall, and having the sign face parallel to the wall or painted directly onto a wall and does not extend more than 18 inches from a building surface.
16. **Government** A sign erected by government agencies or utilities, including traffic, utility, safety and identification signs for public facilities. Signs may be placed in the right-of-way.
17. **Halo Lit** A sign illuminated by concealing the light source behind three-dimensional opaque letters, numbers, or other characters of a sign, resulting in the nighttime perception of a halo around the silhouette of each sign character. This is also referred to as "reverse channel" or "reverse lit" illumination. A Halo Lit sign is not considered an internally illuminated sign.
18. **Illuminated** An artificial light source incorporated internally or externally to emanate light from or direct light to a sign's surface. Light sources may include exposed tubing, electrical bulbs, fluorescent lights, neon tubes, light emitting diodes (LED), liquid crystal displays (LCD), or other artificial sources of light. Any decorative lighting that is used expressly to advertise is considered Illumination.
19. **Inflatable** Any object enlarged or inflated which floats, is tethered in the air, is activated by air or moving gas, or is located on the ground or on a building with or without a copy or other graphic.
20. **Kite** In general: A kite is a light framed object made with or covered with thin material, (typically cloth, paper or plastic), flown in the wind/air at the end of a long string.
21. **Marquee** A Sign affixed to a projecting structure which is attached to the exterior facade of a building above the building's entrance.
22. **Monument** A freestanding sign, the entire bottom of which is attached directly to the ground or is supported by a [solid](#) sign structure [other than support poles](#) that is a base whose width measures at least 75% of the width of the sign that is placed or anchored on the ground. [Monument signs shall be constructed of the same materials, colors, and architectural style as buildings on the site.](#)
23. **Mural** Art representation executed directly on a wall that is expressed in a form and manner as to provide aesthetic enjoyment for the viewer rather than to specifically convey the name of a business or commercial text message.
24. **Name Plate** A wall sign not to exceed two square feet in order to identify the owner or occupant of a dwelling or building.

25. **Obsolete** Owner-identification signs or signs that advertise or otherwise direct attention to a product, service, activity, person, institution, or business that no longer occupies or is conducted, sold, manufactured, produced, or offered upon the premises; and, any abandoned or discontinued sign which is no longer being used or maintained for a period of six (6) months or longer. In determining whether a sign is obsolete, abandoned or discontinued, the following shall be considered: whether the sign identifies correct directions to, location of, or description of the goods or services available on the premises where the sign is located; whether utility service is being provided to the premises where the sign is located; the use of the premises where the sign is located; the condition of the sign; any other facts or circumstances which would indicate whether the owner of the sign has intentionally or voluntarily relinquished further use of the sign.
26. **Off-Premise** Any sign that pertains or directs attention to a business, product, service, activity, person, organization, institution, event, place, object, or location not located, manufactured, conducted, sold, or offered on the premises on which the sign is located and which was legally in existence prior to October 29, 1997.
27. **On-Premise** A sign identifying or advertising a business, person, or activity and is installed and maintained on the same premises as the business, person, or activity.
28. **Pole** Any sign that is wholly supported by one or more columns, uprights, posts, or braces in the ground and has no support to a building, canopy, or facade.
29. **Political Campaign** A sign relating to the election of a person to public office, a political party, a matter to be voted upon at an election called by a public body, or other political message as outlined in the Campaign Election Code.
30. **Projecting** A sign other than a flat sign, roof sign, or under canopy sign which projects more than 18 inches from the face of an exterior building wall or facade and which uses the building wall as its primary source of support.
31. **Pylon** A freestanding sign other than a pole sign that is supported by one or more columns surrounded by a decorative cover to form one solid sign support, ~~a structure~~ extending from and permanently attached to the ground by a foundation or footing where the width of the sign structure measure less than 75 percent of the width of the sign but not less than 25 percent.
32. **Residential Subdivision** A monument sign that is located along or interior to an entry of a platted subdivision or multi-tenant building complex that is zoned or legally restricted for residential use or a mix of residential and supporting commercial uses. For purposes of this definition, the "entry" means a street intersection located at the perimeter of the subdivision.
33. **Roof** Any sign erected upon a roof or roof-mounted structure.
34. **Sandwich Board** A portable sign that is ordinarily in the shape of an "A" with back-to-back sign faces, an easel, or a similar configuration.

35. **Sign** Any device or structure that is intended to attract the attention of the public in order to promote the sale of a product, commodity, service and/or for identification.
36. **Temporary** A sign that directs attention to, but is not limited to, temporary events such as elections, promotional sales, grand openings, or special events. To comply with Texas and federal law, political signs are subject to Section 5.311 instead of this Section.
37. **Tenant** A freestanding sign that identifies tenants in a multi-tenant building or complex and which is located in the development for which it is advertising.
38. **Under Canopy** A sign that is suspended beneath a canopy, awning, or marquee and perpendicular to the building facade.
39. **Wall** Any sign erected flush against an exterior wall, supported by the wall, and having the sign face parallel to the wall or painted directly onto a wall and which does not extend more than 18 inches from a building surface.
40. **Window** Any items of information affixed in any manner to a window or exterior glass door such that is intended to be viewed from the exterior.
41. **Vehicle Sign** Any sign affixed to an operable vehicle currently registered as a motor vehicle, which is used in the normal course of business.

DIVISION 5.300 PROHIBITED, OBSOLETE SIGNS AND MAINTENANCE OF SIGNS

SEC. 5.301 PROHIBITED SIGNS

The following signs are prohibited:

- A. Any sign that does not comply with the standards for that particular category of sign.
- B. Any sign that simulates lights customarily associated with those used by police, fire, ambulance, or similar emergency vehicles.
- C. Signs that by color, location, or design resemble or conflict with traffic control signs or signals.
- D. Signs that are attached or applied to trees, utility poles, trash receptacles, or any other unapproved supporting structure.
- E. Portable signs that are not securely fixed to an approved supporting structure. This subsection does not apply to Sandwich Boards.
- F. Off-premise signs (billboards), as provided in Section 5.406. Off-Premise Signs (Billboards).
- G. Rotating or flashing signs, unless allowed in Section 5.416. Rotating or Flashing Signs.
- H. Inflatable signs.
- I. The construction of new, off premise, or electronic signs within the City's ETJ (see Section 5.406.D.).
- J. Roof signs.
- K. A sign that uses the words "stop" or "danger" to imply the need or requirement for stopping or the existence of danger. This provision does not apply when the words are part of an attraction title for a theatre or similar event or purpose.

SEC. 5.302 OBSOLETE SIGNS

- A. Obsolete signs shall be removed within six months after the use of the property is terminated or the business related to the sign is closed, at the owner's expense.
- B. If the obsolete sign is a pole sign, the entire pole structure shall be removed. However, if the sign is a monument or wall sign, only the sign face is required to be removed or covered.
- C. If the sign is not removed within six months, the City may remove the sign and place a lien on the property for the cost incurred including but not limited to labor and materials for removing the sign.
- D. Signs associated with businesses that are normally open only on a seasonal basis are not considered obsolete, if the business owner establishes a clear intent to continue operation of the business within nine months.

SEC 5.303 SIGN MAINTENANCE

- A. All signs, together with all their supports, braces and anchors, shall be maintained in good condition and repair. Conditions noting neglect, deterioration or dilapidation of signs shall include but not be limited to:
 - 1. Rust or holes on or in the sign or sign structure;
 - 2. Missing sign copy or missing letters;
 - 3. Cracked, broken, missing, loose or bent parts;
 - 4. Faded, peeling, or chipped paint; and,
 - 5. Non-operative or partially non-operative illuminating or mechanical devices.
- B. Upon notification by the Development Services Department, signs that are neglected, deteriorated, or dilapidated shall be repaired, replaced, or removed within thirty (30) days.

DIVISION 5.400 SIGN STANDARDS

SEC. 5.401 GENERALLY

- A. **Limited Use Standards.** This Division establishes standards for signs by location or by sign type.
- B. **Specific Use Standards.** This Division establishes an overall allocation of sign number and area by zoning district for three major categories: attached signs, detached signs, and temporary signs. Additional sign area, setback, dimensional, and performance standards are established for individual sign types. This system provides flexibility for persons and businesses who display signs, avoids sign distinctions that depend on a sign's message, and reduces potential traffic hazards and clutter.
- C. **Design Requirements.** Sign materials shall be designed to complement the original construction materials and architectural style of the building facade to promote an overall unified and aesthetic effect as permitted in the various zoning districts. Banner, paper and fabric, and corrugated plastic signs shall not be permitted as an acceptable permanent sign material.

SEC. 5.402 SIGNS ON PUBLIC PROPERTY

- A. **Limited Use Standards.** It is unlawful for any person to erect, attach, keep, have, or maintain any building or structure beyond the property line thereof; on any awning, shed, or the supports thereof; across any part of any sidewalk, street, or public rights-of-way within the limits of the City; or any sign, streamer, advertisement, or banner without first obtaining a sign permit that also addresses liability and indemnification of the City.

SEC. 5.403 ATTACHED SIGNS

A. Attached Signs.

1. Canopy signs or awning
2. Marquee
3. Memorial plaques
4. Name plates
5. Roof
6. Under-Canopy
7. Wall signs (Flat)
8. Projecting
9. Window signs
10. Vehicle sign

- B. Number and Area Requirements.** The maximum cumulative number and area of attached signs for any lot or parcel within a zoning district are identified in Table 5.107 through 5.110. Individual signs are subject to the requirements of this Article.

SEC. 5.404 DETACHED SIGNS

A. Detached Signs.

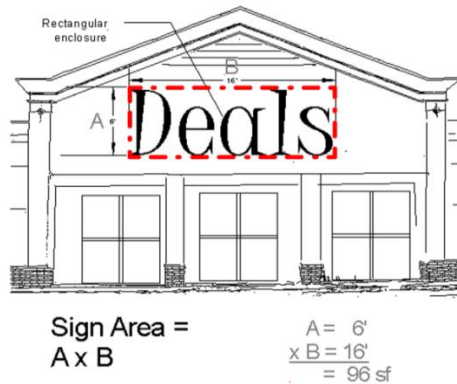
1. Pole
2. Monument
3. Pylon
4. Directional
5. A-frame or sandwich board
6. Residential
7. Real estate sign
8. Tenant sign

- B. Number and Area Requirements.** The maximum cumulative number and area of detached signs for any lot or parcel within a zoning district are identified in Table 5.107 through 5.110. Individual signs are subject to the requirements of this Article.

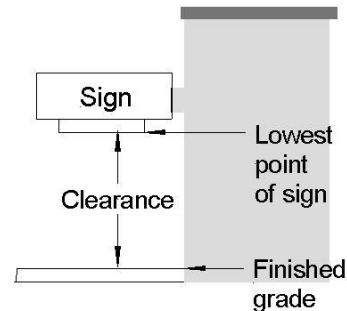
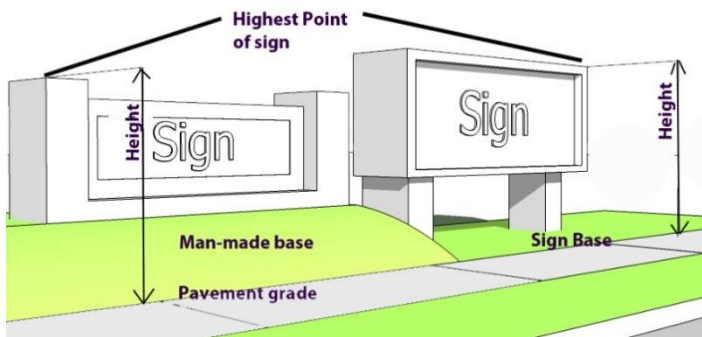
- C. Location.** Properties east of 59th Street, north of Seawall Boulevard, south of Harborside Drive to and including Ferry Road are limited to monument only (not applicable to properties fronting Seawall Boulevard or Harborside Drive).

SEC. 5.405 MEASUREMENT STANDARDS

- A. Area.** The sign area is defined as the rectangular enclosure of all parts of the sign other than structural supports. The sign area of a three-dimensional object shall be calculated by multiplying the length by the width by the height of the three vertical faces of the smallest cube or rectangular box which encompasses the three dimensional object. Sign area is measured in square feet (sf).



- B. **Height.** The height of a freestanding sign is measured from the base of the sign or supportive structure at its point of attachment to the ground to the highest point of the sign. A freestanding sign on a manufactured base including a graded earth mound and is measured from the grade of the nearest pavement or top of any pavement curb.
- C. **Clearance.** Clearance for freestanding and projecting signs is measured as the smallest vertical distance between finished grade and the lowest point of the sign including any framework or other embellishments.



SEC. 5.406 OFF-PREMISE SIGNS (BILLBOARDS)

A. Applicability.

1. This Section applies to any existing Off-Premise Sign. New Off-Premise signs are not allowed.
2. An Off-Premise Sign means any sign that pertains or directs attention to a business, product, service, activity, person, organization, institution, event, place, object, or location not located, manufactured, conducted, sold, or offered on the premises on which the sign is located, and which was legally in existence prior to October 29, 1997.

B. Proof of Permitting.

1. Sign permits or sign repair permits required by this Section are processed as provided in Article 13, Permits and Procedures.
2. If the off-premise sign owner disagrees with the director's decision relating to issuance of a sign permit, the off-premise sign owner may notify the Director of Development Services of the off-premise sign owner's desire to appeal the determination to City Council. The notice of appeal must be filed with the director no later than the 60th day after the date of the decision.

C. Registration.

1. This subsection takes effect:
 - a. After November 28th, 1997; and

- b. Within annexed territory, the effective date of any annexation to the City.
- 2. Owners of all off-premise signs situated in any location in the municipal boundaries shall annually register each off-premise sign with the Building Official as follows:
 - a. The sign owner shall file information as to the location, height, and area of each off-premise sign.
 - b. The sign owner shall file the registration within 30 days after the date listed above. The Building Official shall review the registration forms. Within five days after a registration form is filed, the Building Official shall review the form and notify the sign owner if it is incomplete. Within 20 days after notification that a form is incomplete, the sign owner shall correct any deficiencies and file a complete sign registration form.
 - c. If a complete registration form is not filed within the time limits set out above, the sign is considered an obsolete sign and shall be removed as provided in Section 5.302. Obsolete Signs.
 - d. The sign owner shall keep the registration current.
 - e. The sign owner shall file a new registration for each off-premise sign within 30 days after it is demolished or torn down.
 - f. The applicant shall maintain copies of all complete registration forms as provided in this subsection. If the applicant cannot provide a copy of a complete registration form, the off-premise sign is presumed to have not been timely registered and is considered an obsolete sign.
- 3. The City shall not issue sign permits for the construction of new off-Premise signs.
- 4. The City may issue repair permits for legally registered off-premise signs (see 5.406.E).
- 5. An off-premise sign repair permit is valid for 12 months unless sooner revoked or canceled.
- 6. If an off-premise sign owner wishes to transfer a sign permit to another person or entity, the off-premise sign owner shall notify the director in writing. The director shall void the original off-premise sign permit and issue a new sign permit to the new owner. No transfer is valid until accepted and reissued by the Development Services Department.
- D. Extraterritorial Jurisdiction (ETJ).**
 - 1. The construction of new, off-premise signs or the conversion of an existing sign to an electronic sign, except as may be provided in this Section, within the City and its ETJ is prohibited. The City will not issue sign permits for these signs.
 - 2. The conversion of an on-premise sign to an off-premise sign and the replacement or repair of existing off-premise signs or electronic signs within the City's ETJ is prohibited. The City will not issue sign or repair permits for such conversion, replacement, or repair.
 - 3. The extent of a municipality's ETJ is the unincorporated area that is contiguous to the corporate boundaries of the municipality and that is located:
 - a. Within one-half mile of those boundaries, in the case of a municipality with fewer than 5,000 inhabitants;
 - b. Within one mile of those boundaries, in the case of a municipality with 5,000 to 24,999 inhabitants;
 - c. Within two miles of those boundaries, in the case of a municipality with 25,000 to 49,999 inhabitants;
 - d. Within three and one-half miles of those boundaries, in the case of a municipality with 50,000 to 99,999 inhabitants; or
 - e. Within five miles of those boundaries, in the case of a municipality with 100,000 or more inhabitants.
 - 4. Regardless of 5.406.D.3, the ETJ of a municipality is the unincorporated area that is contiguous to the corporate boundaries of the municipality and that is located:

- a. Within 5 miles of those boundaries on a barrier island; or
 - b. Within one-half mile of those boundaries off a barrier island.
- 5. 5.406.D.4 applies to a municipality that has:
 - a. A population of 2,000 or more; and
 - b. The territory is located:
 - i. Entirely on a barrier island in the Gulf of Mexico; and
 - ii. Within 30 miles of an international border.
- 6. Regardless of 5.406.D.3 the ETJ of a municipality is the unincorporated area that is contiguous to the corporate boundaries of the municipality and that is located within three miles of those boundaries if the municipality:
 - a. Has a population of not less than 20,000 or more than 29,000; and
 - b. Is located in a county that has a population of 45,000 or more and borders the Trinity River.
- E. **Site Provisions for Legally Nonconforming Off-Premise Signs.**
 - 1. **Repair/Enlargement.** A lawfully existing off-premise sign may be repaired at the same location but shall not be enlarged in area or height. A repaired off-premise sign shall not exceed the smaller of the following, excluding cutout extensions and apron trip without copy,:
 - a. The area and height of the original off-premise sign; or
 - b. 14 feet by 48 feet.
 - 2. **Relocation Prohibited.** An off-premise sign may not be relocated.
 - 3. **Height:**
 - a. Off-premise signs shall not exceed a maximum height of 40 feet.
 - b. The height shall be measured from the crown of the adjacent roadway to which the off-premise sign is oriented.
 - 4. **Setbacks.**
 - a. Any part of a repaired off-premise sign or its supporting structure shall be located at least 10 feet from the rights-of-way of the street to which it is oriented.
 - b. As used in this subsection only, "street" does not include alleys.
 - 5. **Conversion to Electronic Signs.** Any Off-Premise sign that is permitted to be repaired within the City through the provisions of this Section may not be converted to, or built as, an electronic sign.
- F. **Illumination.** It is unlawful for any person to erect, operate, or otherwise use any off-premise sign which displays intermittent lights.
- G. **Motion.** Off-premise signs shall not revolve or rotate in whole or in part.
- H. **Maintenance.**
 - 1. Off-premise sign owners shall maintain all signs in good appearance and safe structural condition.
 - 2. Off-premise sign owners shall keep the general vicinity of any sign free and clear of sign materials, weeds, debris, trash, and litter.
 - 3. Off-premise sign owners shall conduct maintenance, replacement of sign copy, or structural repairs in a manner that will prevent debris and litter from drifting or being blown onto adjacent properties.
 - 4. Off-premise signs that fail to maintain copy for a period of one year are treated as obsolete signs (see 5.302).

SEC. 5.407 ILLUMINATION, DIGITAL, AND ELECTRONIC SIGNS

- A. **Limited Use Standards.** Sections 5.107 through Section 5.110 indicate whether illumination of a sign is allowed, and the type of illumination allowed.

B. Prohibitions. An illuminated sign shall not:

1. Be illuminated by flashing, intermittent, or moving lights;
2. Contain or display animated, moving video, or scrolling advertising;
3. Consist of a static image projected upon a stationary object; or
4. Be a mobile sign located on a truck, boat, or trailer.

C. Digital Signs. Digital signs shall conform to the following standards:

1. **Location.** Subject to State and Federal laws, digital signs are only permitted in the following areas:
 - a. Seawall Boulevard from 25th Street west to the end of Seawall Boulevard (103rd Street);
 - b. 61st Street from Heards Lane (Ave P ½) south to Seawall Boulevard; and,
 - c. North and south sides of Harborside Drive from Interstate 45 (I-45) to 25th Street.
2. **Message Changes.**
 - a. Each message on a digital sign shall be displayed for at least eight seconds.
 - b. A change of message shall be accomplished within two seconds.
 - c. A change of message must occur simultaneously on the entire sign face.
3. **Safety.** Digital signs must:
 - a. Contain a default mechanism that freezes the sign in one position if a malfunction occurs; and
 - b. Automatically adjust the intensity of its display according to natural ambient light conditions.
4. **Owner responsibilities.** The sign owner shall provide contact information to the Director of Development Services for a person who is available to be contacted at any time and who is able to turn off the electronic sign promptly after a malfunction occurs.
5. **Brightness.** Digital sign light intensity shall not exceed 0.3 foot-candles above ambient light conditions.
6. **Time Period for Compliance.** A digital sign in existence on the effective date of these regulations (March 5, 2015) shall fully comply with Section 5.407 Illumination Digital and Electronic Signs within three years of the effective date. The digital sign's owner may appeal to the Zoning Board of Adjustment to allow an extension of this time period. The Zoning Board of Adjustment may extend this period if the owner demonstrates that it has not recouped its investment in the digital sign features of the sign.

SEC. 5.408 DIRECTIONAL OFF-SITE SIGN

A. Limited Use Standards.

1. Shall not exceed an area of 4 square feet (1 foot in height by 4 feet in width) for each business.
2. Shall not exceed a height of 8 feet.
3. Shall be designed with black letters and white background, white letters with blue background, or white letters with brown background.
4. Lettering shall be a simple block font.
5. Shall include the name, symbol, or logo of a business and an arrow indicating the direction.
6. Each establishment is allowed two signs each to be located on different sites.
7. The anchor site shall be allowed a maximum of four directional signs not to exceed 16 square feet of area.

8. The property owner for a sign location must give written permission in the application for the usage of the property. The applicant must present the written permission at the time of permitting.
9. The light from any illuminated sign shall be so shielded, shaded, or directed so that the light intensity shall not adversely affect surrounding or facing premises or the safe vision of operators of vehicles on public roads.

B. Placement.

1. The sign face shall be located within 1,000 feet of the subject's business.
2. The sign face shall not be the principal or sole use of land on the parcel where the directional off-site sign is proposed to be displayed.
3. When detached, the sign face shall be placed on detached signage as a tenant sign.
4. When attached, the sign face shall be placed on a building as a wall sign.
5. There shall be no more than one sign face, attached or detached, per direction of facing.

SEC. 5.409. KITE SIGNS

Kites may be permitted if displayed for promotional reasons on a temporary basis. The maximum duration for the display of kites is two weeks, and no more than four permits a year for a display from any one site will be granted. Exempt from this standard shall be any business that derives 50% or greater of its revenues from the sale of kites. Also exempt, any beach concessionaire south of the Seawall or south of the south toe of the dune line.

SEC. 5.410 MARQUEE SIGNS

A. Limited Use Standards.

1. Shall be located on the primary facade and over the main entrance.
2. Shall maintain a minimum clearance of 10 feet above grade.
3. Shall not exceed 50 percent of the area of the Marquee fascia and shall not extend above the Marquee to a height in excess of the depth of the Marquee fascia.

SEC. 5.411 MURALS

A. Standards

1. Shall not include any owner identification or commercial text message; however, it may contain graphics or images that relates to the products or services offered on the premises where the mural is located.
 - a. Murals or art representation displaying any owner identification or commercial text message will be considered as a "flat/wall sign."
2. Shall not depict nudity or obscene images.
3. Materials utilized in painting a mural shall have proven durability and shall be maintained or removed if not maintained.

- B.** Murals or art representation in a historic district shall comply with the *Design Standards for Historic Properties*.

SEC. 5.412 POLITICAL CAMPAIGN SIGNS

- A. **Permits.** Political signs meeting the regulations of this Section do not require a permit through the Department of Planning.
- B. **Location.** Political signs may be placed on private property with the permission of the owner or in the City right-of-way, adjacent to such private property, or at a polling location up to 90 days before an election. Political signs within the rights-of-way must be removed within 10 days after an election.
- C. **Intersection Visibility.** All political signs shall conform to the requirements of the City Code.
- D. **Size and Illumination.**
 - 1. To be exempt from the sign permit requirement, political signs may not have:
 - a. An effective area greater than 36 square feet;
 - b. A height greater than 8 feet;
 - c. Illumination; and
 - d. Any moving elements.
 - 2. Political signs that are not exempt must obtain a sign permit as provided in the Election Code.
- E. **Fences.** Political signs may be placed on fences if the fence is privately owned and is located on private property.

SEC. 5.413 PROJECTING SIGNS

- A. **Limited Use Standards**
 - 1. Shall be located along the street frontage of which the business is addressed.
 - 2. May substitute for a wall sign.
 - 3. Shall not project above the roof-line or parapet of a building in excess of four feet. The amount of projection from the face of the building shall not exceed four feet.
 - 4. May encroach into the City right-of-way.
 - 5. Must maintain a minimum 7.5 foot clearance from grade.

SEC 5.414 REAL ESTATE SIGNS

- A. **Proof of Permitting.** Real Estate signs meeting the regulations of this Section do not require a sign permit.
- B. **Location.** Real Estate signs shall be placed on private property with the permission of the owner.
- C. **Maximum Number, Size, and Height.**

1. One per street frontage.
2. In Residential zoning districts, real estate signs shall not exceed a maximum of 8 square feet.
3. In all other Zoning Districts, real estate signs permitted up to 32 square feet.

D. Standards.

1. Shall be used for advertising real estate for sale or lease.
2. Shall be used for announcing contemplated improvements of real estate.
3. Shall be non-illuminated.

SEC. 5.415 RESIDENTIAL SUBDIVISION SIGNS

A. Location.

1. **Generally.** Each sign must be located:
 - a. On a landscape or open space area that is maintained by a homeowners' association; or
 - b. In accordance with a License to Use or other permissive approval (such as a license issued by the Texas Department of Transportation) within the public right-of-way.
2. **Intersection.** The sign shall be located at least 25 feet from an intersection.

B. Maximum Number, Size, & Height.

1. Are limited to two signs per street intersection.
2. May not exceed 150 cumulative square feet.
3. Shall not exceed 12 feet in height.

SEC. 5.416 ROTATING OR FLASHING SIGNS

A. Generally. Except as specifically listed in this Section, rotating or flashing signs are prohibited.

B. Distance from Intersections or Street Right of Ways.

1. Flashing signs are prohibited:
 - a. Within 300 feet of any street intersection; or
 - b. Within 50 feet of any street right-of-way.
2. This prohibition does not apply if the State of Texas grants a variance from the standard listed in subsection 1 above for a state highway.

SEC. 5.417 SANDWICH BOARDS

A. Generally. The requirements for sandwich boards are as follows:

1. **Timing:** Sandwich Boards may be displayed during business hours only.
2. **Design:** The sign frame shall be painted/stained wood, anodized aluminum or metal only. Stenciled or spray painted signs are prohibited. Windblown devices, including balloons, may not be attached to or otherwise made part of the sign.
3. **Right-of-Way:** No part of a Sandwich Board sign shall encroach into a street rights-of-way unless a License to Use is secured for such placement.

SEC. 5.418 SIGNS UNDER CANOPIES, AWNINGS, OR MARQUEES

A. Limited Use Standards.

1. Are limited to one sign per business.

2. May not exceed 24 square feet.
3. Shall maintain a clearance of 7.5 feet from grade.

SEC. 5.419 TEMPORARY SIGNS

A. Area and Number.

1. One per site business.
2. Allowed an area of 40 square feet.
3. This Section does not apply to Real Estate signs or signs required by law.

B. Location. Temporary signs shall be mounted on a building or windows of the building.

C. Duration.

1. Temporary signs are allowed for a maximum 84 days during a calendar year.
2. Temporary signs are allowed for a maximum of 30 days before and 30 days after the temporary event to which they relate.

D. Special Events. Signs for special events are subject Chapter 6, Article II of the City Code. These signs must be located on site, unless permitted on City property pursuant to Chapter 6. Article II.

SEC. 5.420 VERTICAL BANNERS

A. Purpose and Intent. In order to provide a means to promote pride in the community, community activities, and programs important to the City's image, economic interest, and organizations serving the community, banner signs or pennants may be attached or applied to metal utility or light poles in the City's right-of-way.

B. Applicability.

1. This Section applies to vertical banners in the City's right-of-way. A vertical banner means any sign of lightweight fabric or similar material attached at the top and bottom to a pole or light standards by extensions from the pole.
2. These regulations do not apply to individual businesses or activities not provided for within whom seek to use pole banners for off-premise advertising which is prohibited within the City.

C. Eligibility

1. Public Institutions:

- a. Governmental facilities;
- b. Medical institutions; and
- c. Educational institutions.

2. Attractions receiving a minimum of 25,000 visitors annually that also fall within one of the following descriptions:

- a. Nonprofit museums;
- b. Nonprofit theaters;
- c. Nonprofit governmental visitor information bureaus;
- d. Convention centers; and
- e. Theme parks.

3. Special events or festivals located within the City.

4. Historic Downtown Strand Partnership, or its successor, per Ordinance 99-11.

5. Neighborhood associations, business associations, and non-profit organizations representing special improvement zones within the City including but not limited to: Tax Increment Reinvestment Zones, Municipal Utility Districts, and Public Improvement Districts.

D. Banner Specifications.

Location. Permanent vertical banners located on arterial and collector roadways as established in the Galveston Thoroughfare Plan.

1. Banners must be installed so that they hang no lower than 16 feet above street level. Banner dimensions shall not exceed 36 inches wide by 72 inches in length.
2. A maximum of two (2) banners permitted per pole.
3. Banners shall not be placed closer than 200 feet from other banners.
5. Banners shall be of professional quality and may not utilize fluorescent colors in the design;
6. When placed on a private utility pole, authorization is required by the pole owner.

SEC. 5.421 VEHICLE SIGNS

A. Standards.

1. Signs on parked vehicles or other mobile units shall not be used as off-premise signs.
2. It shall be unlawful to park, place or store a vehicle on public rights-of-way or private property when the primary purpose of the vehicle or mobile unit is to advertise a business or activity.

SEC. 5.422 WALL SIGNS

A. Limited Use Standards.

1. Wall signs shall be located along the street frontage in which the permitted sign area is based.
2. For property with a lot line adjoining a waterfront, one permitted wall sign may be oriented to the waterfront in addition to the front property line.
3. If more than two wall signs are allowed in a zoning district, two permitted for each street frontage may be located on a side or rear wall of a building that is oriented to a common side lot line. This subsection does not apply to a common side lot line that faces a residential use or zoning district.

SEC. 5.423 WEATHER OR BAIT FLAGS

A. Limited Use Standards

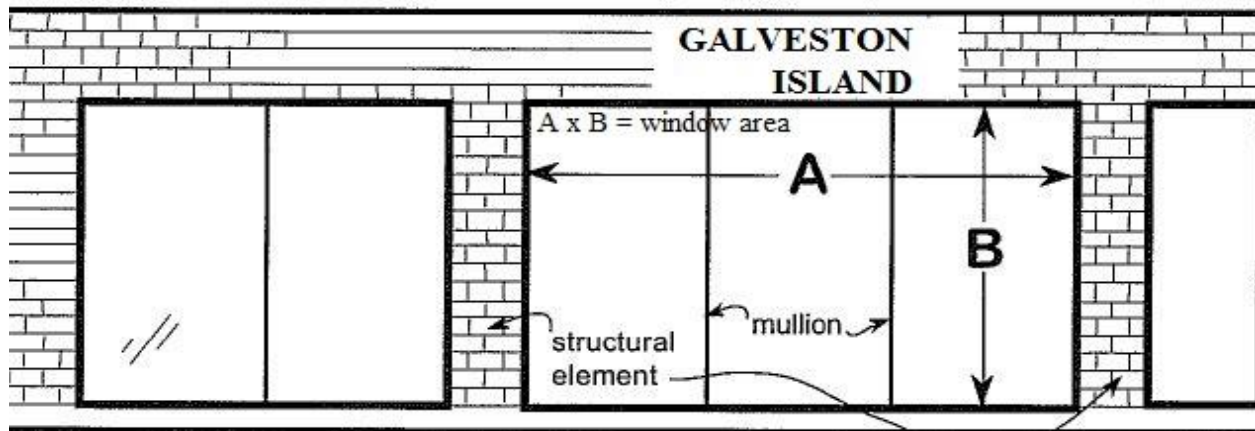
1. Provides information on weather conditions or type of bait available on premises.
2. May display one flag for each weather condition.
3. May display one flag for each available bait type.
4. Each flag shall not exceed 4 square feet in area.
5. Each flag shall be placed within premises and shall not extend beyond the private property.

SEC. 5.424 WINDOW SIGNS

A. Proof of Permitting. A sign permit is not required to install a window sign.

B. Limited Use Standards.

1. A window sign shall not exceed in coverage 30 percent of the total ~~glass~~ window area visible from the public street to which it faces ~~of the window in which it is placed~~.
2. No fluorescent colors are permitted for interior banners in the historic districts.
3. Tubular light is permitted only in the CB district and may not exceed 4 square feet when directed towards rights-of-way traffic. No intermittent or flashing lights are permitted.
4. An interior sign shall not include intermittent or flashing lights, and any illumination that is visible from the public rights of way is subject to Article 7, Outdoor Lighting.
5. Multi-story buildings may contain signage on ground floor windows only.



Division 5.500 Nonconforming Signs

SEC. 5.501 NONCONFORMING SIGNS

- A. **Limited Use Standards.** Any sign located within the municipal boundaries on the effective date of these regulations that does not conform to the provisions of Article 5, Signs, or other applicable requirements or standards of these regulations, shall be considered a legal nonconforming sign, provided it also meets the following requirements:
1. The sign is a detached sign; and
 2. One of the following apply:
 - a. The sign was approved by a sign permit before the effective date of these regulations, or amendment, if a permit was required under applicable law;
 - b. If no sign permit was required under applicable law for the sign in question, the sign was in all respects in conformity with the applicable law or conditions of approval immediately prior to the effective date; or
 - c. The sign had legal nonconforming status on the effective date of these regulations.
- B. **Existing Signs on Annexed Property.** If land is annexed to the City after the effective date of these regulations, any signs that do not conform to the provisions of these regulations at such time shall have legal nonconforming status if:
1. Under applicable regulations, the sign was legal in all respects immediately prior to annexation; and
 2. The sign is a detached sign.

SEC. 5.502 NONCONFORMING ON-PREMISE SIGNS

- A. **Limited Use Standards.**
1. Any legally existing nonconforming on-premise sign in existence on October 29, 1997, may continue to lawfully exist unless and until the sign requires repairs that cumulatively cost more than 51 percent of the cost of erecting a new sign of the same type at the same location.
 2. In determining whether the non-conforming on-premise sign is damaged 51 percent or less each applicant shall, with the filing of a permit application, submit three bids by three different sign contractors/manufacturers that include the total cost to repair the existing sign and total cost to erect a new sign of the same type and dimensions at the same location.

3. A nonconforming on-premise sign must be removed after the sign ceases to lawfully exist, as determined by Section 5.302, above.
4. The owner of the sign and the owner of the premises are each liable for the failure to remove a nonconforming on-premise sign.

SEC 5.503 NONCONFORMING OFF-PREMISE SIGNS

A. Limited Use Standards.

1. Any nonconforming off-premise sign in existence on October 29, 1997, may continue to lawfully exist, unless the owner is notified of and does not resolve violations of Section 5.406.H. Maintenance, and so long as the sign meets the requirements of Section 5.406.E. Site Provisions for Legally Nonconforming Off-Premise Signs.
2. If a nonconforming off-premise sign is blown down, inadequately maintained, dilapidated, decayed, or otherwise destroyed such that the cumulative cost of repairing the non-conforming off-premise sign is more than 60 percent of the cost of erecting a new sign of the same type at the same location, no new permit shall be issued. In this instance, the non-conforming off-premise sign owner and the owner of the property on which it is placed are individually responsible to remove what remains of the non-conforming off-premise sign.
3. If the nonconforming off-premise sign is damaged such that the cost of repairing the off-premise sign is 60 percent or less than the cost of erecting a new off-premise sign of the same type and dimensions at the same location, then any repairs shall comply with all applicable ordinances. If the applicant proposes to effect repairs using other than new materials, the permit application shall include a certification by a structural engineer that each piece of used material will be of the same strength as a new piece of equipment.
4. In determining whether the non-conforming off-premise sign is damaged 60 percent or less each applicant shall, with the filing of a permit application, submit three bids by three different sign contractors/manufacturers that include the total cost to repair the existing sign and total cost to erect a new sign of the same type and dimensions at the same location.
4. For nonconforming off-premise signs, routine maintenance includes changing the message of the sign by replacing or repainting the sign face. This standard also applies to buildings, structures, and signs that are used by nonconforming uses if they are designed in a way that is not suitable for reuse as a conforming use.

ARTICLE 6. SUBDIVISION DESIGN AND LAND DEVELOPMENT

Division 6.100 Purpose and Applicability

SEC. 6.101 TITLE

This article is cited as the Subdivision Regulations. This Article is adopted under the authority of the Constitution and laws of the State of Texas.

SEC. 6.102 PURPOSE

This article regulates the division of land into parcels and development sites in order to:

- A. Achieve the goals and objectives of the *City of Galveston 2011 Comprehensive Plan*;
- B. Promote quality, sustainable development patterns;
- C. Ensure that development is served by adequate public facilities;
- D. Ensure that the lot, block, and development pattern of new subdivisions is consistent and compatible with historic development patterns, where applicable;
- E. Ensure that new development in the City's historic areas is consistent with the traditional block pattern associated with the original layout of the City from 1838;
- F. Provide adequate open space, trails, and other civic spaces;
- G. Provide for streets in new subdivisions that serve all anticipated modes of travel available to the subdivision, including cars, pedestrians, bicycles, and transit; and
- H. To establish standards and procedures consistent with state law.

SEC. 6.103 APPLICABILITY

- A. This article applies within the corporate limits and the ETJ of the City, for any subdivision of land, or combining of previously platted lots, and any development, use or activity that requires a development plat.
- B. **Types of Permits.** This article applies to the following categories of approval:
 - 1. Preliminary plats (Section 13.501)
 - 2. Final plats and final development plats (Section 13.503)
 - 3. Minor plats (Section 13.504)
 - 4. Planned Unit Development overlay districts (Section 4.102)
 - 5. Site plans (Section 13.506)

SEC. 6.104 ALTERNATIVE STANDARDS

- A. The Planning Commission may approve a plat, site plan, or PUD plan with an alternative standard of compliance for any requirement of this article if it determines that the alternative standard meets or exceeds the requirement of this article and conforms to the City's infrastructure policies identified in

the *City of Galveston 2011 Comprehensive Plan*, Infrastructure Master Plan, Parks and Open Space Master Plan, and complies with all applicable laws and these regulations.

- B. This Section does not apply to the following standards:
 - 1. Application submittal requirements;
 - 2. Frontage requirements;
 - 3. The City's zoning regulations;
 - 4. Required widths for streets, sidewalks, and alleys;
 - 5. Requirements for the type of infrastructure to be included in a proposed subdivision; or
 - 6. The maintenance and guarantee of improvements provisions.
- C. In determining that the alternate standard complies with this article, the Planning Commission shall consider:
 - 1. Any applicable goals, objectives and policies of the *2011 Comprehensive Plan*;
 - 2. The existing and proposed land use of the general vicinity;
 - 3. The probable effect of the proposed development upon traffic, public health, safety convenience, and welfare in the vicinity; and
 - 4. The impact of the proposed development on exposure to flood damage.
- D. Specific conditions and approved alternate standards shall be shown as notes on the plat and in the official minutes of the Planning Commission.

Division 6.200 Guarantee and Maintenance of Infrastructure Improvements

SEC. 6.201 GENERALLY

This Division applies to any situation where these regulations require infrastructure improvements, and sets out the minimum standards to ensure the long-term maintenance of all infrastructures including common open space, private drainage, or retention facilities, and public and private roads.

For purposes of this Division, "maintenance documentation" includes:

- 1. Plat annotations;
- 2. Covenants, conditions and restrictions (CCRs), if required for private improvements;
- 3. Documentation creating a property owners' association, if required for private improvements; and
- 4. Any development agreements required by these regulations to ensure the long-term maintenance of infrastructure.

The applicant shall provide a copy of all maintenance documentation with any application for development approval.

- A. The Planning Commission may approve, modify, or disapprove all maintenance documentation in order to ensure compliance with these regulations.
- B. The Planning Commission may, as a condition of approval or prior to final approval, require that the maintenance documents allow the City to enforce compliance as needed to ensure compliance with these regulations.

SEC. 6.202 PLAT ANNOTATIONS

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

SEC. 6.203 CONSTRUCTION PLANS

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

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

SEC. 6.204 INSPECTIONS

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

- D. At the completion of the contractor's two-year maintenance period, the City Engineer will inspect the construction work and notify the contractor of all deficiencies to be corrected. When these deficiencies are corrected to the City Engineer's satisfaction, the City will accept the improvements for maintenance.

SEC. 6.205 GUARANTEE OF INFRASTRUCTURE IMPROVEMENTS

- A. **Development Agreement.** For all developments in which streets, drainage facilities, water or sewer lines, or other improvements are to be constructed and dedicated or conveyed to the public, a development agreement is required to ensure proper construction and completion of the improvements and payment is made.

- 1. Upon approval of the construction plans and prior to approval of the final plat for filing with the City, the developer and construction contractor shall enter into a development agreement to provide infrastructure improvements as required by these regulations.
 - 2. The developer shall submit the signed development agreement at the same time with all required documents in conformity with all City construction standards.

- B. **Standards of Construction for Public and Private Improvements.** All public and private improvements shall be designed in accordance with the most current requirements of the Standard Construction Specifications and Details and the following:

- 1. **Paving and drainage facilities.**

- a. All streets and alleys and drainage facilities shall be designed and constructed in accordance with the Standard Construction Specifications and Details.
 - b. The rights-of-way shall be graded to provide suitable, finished grades for pavement, sidewalks, and planting strips with adequate surface drainage and convenient access to the lots.
 - c. All sidewalks or bicycle, pedestrian ways, and driveways shall be constructed in accordance with the Standard Construction Specifications and Details.
 - d. Where a subdivision abuts an existing nonconforming road or street, the developer shall be required to improve the intersection of the existing road or street to bring the same to a line and grade and type of construction meeting City standards or to replace it with a standard city street, at no cost to the City. Where the proposed subdivision is located along only one side of said street or road, then the street will be improved by means of the assessment basis with the developer paying his proportionate share as required by the City's impact fee policy.
 - e. Where a subdivision is platted so that lots back up to an existing street or a street is dedicated as part of a future development, the street shall be improved by the developer in accordance with Standard Construction Specifications and Details. In the case of an existing road or street that is not constructed to line and grade approved by the City Engineer, the requirements in subsection d above shall apply.

- 2. **Street lighting.** Lighting shall be approved by the City and provided on all streets and shall conform to Article 7. Lighting of these regulations and other applicable City policies concerning street lighting. All necessary easements for street light installation and maintenance shall be shown on both the preliminary and final plats.

- 3. **Site improvement data.** The following site improvement data, including all plans and specifications and engineering calculations, shall be submitted, bearing the seal and signature of

a civil engineer registered in the State of Texas. The number of copies shall be furnished as specified in the Standard Construction Specifications and Details:

- a. Roadways and sidewalks: Detailed cost estimates shall be included in plans and profiles of all streets, alleys, sidewalks, and crosswalks.
 - b. Sanitary sewers: The location and dimensions of existing sanitary sewer lines, plans and profiles of proposed sewer lines indicating depths and grades of lines, detailed design information, and detailed cost estimates.
 - c. Treatment plant system: When a separate sewer system or treatment plant is proposed, proposed plans and specifications shall be submitted.
 - d. Water lines and hydrants: The location and size of existing water lines and fire hydrants, plans and proposed water lines and fire hydrants showing depths and grades of the lines, detailed design information, and cost estimates.
 - e. Streets and drainage: All street widths and grades shall be indicated, runoff figures shall be indicated on the outlet and inlet side of all drainage ditches and storm sewers, and at all points in the street at changes of grade or where the water enters another street or storm sewer or drainage ditch. Drainage easements shall also be indicated.
 - f. Drainage design: Calculations and map showing the anticipated storm water flow including watershed areas, percent runoff, and time of concentration. Channels and storm drainage. Completed plans, profiles, and specifications shall be submitted showing complete construction details and detailed cost estimate.
 - g. Off-site drainage—Upstream: The drainage facilities shall be designed based on potential and fully developed conditions.
 - h. Off-site drainage—Downstream: Water surface elevations for a one hundred year design frequency shall be indicated considering the downstream condition in order to define the potential flood hazards. Solutions to protect the property shall be developed.
 - i. Drainage outfall: All drainage improvements shall be designed to an acceptable outfall.
- C. **Standard Construction Specifications.** The Standard Construction Specifications and Details are adopted by reference and made a part of these regulations. These shall be controlling in the design, construction, and installation of street paving, curbs, gutters, sidewalks, utilities, and other public or private improvements. Standard Construction Specifications and Details may be reviewed and amended as deemed necessary and approved by the Director of Public Works and shall be effective immediately.
- D. **Installation of public or private improvements.**
1. **Requirement.** All improvements required by these regulations shall be installed and constructed by the developer or their successor within three years from acceptance of the subdivision improvement construction plans.
 2. **Failure to complete improvement.** Where public improvements are not completely installed and constructed within the three year period, the City may do the following:
 - a. Obtain funds secured by the performance bond to complete the public improvements; or
 - b. Exercise any other rights available in equity or under the law.
 3. **Fiscal security.** A developer shall post fiscal security for construction of all public or private infrastructures prior to a request for recordation of the final plat, if the public improvements have

not been accepted by the Director of Public Works, and provided that the subdivision improvement construction plans have been accepted by the Director of Public Works.

- a. Amount: The amount of fiscal security posted by the developer shall equal the estimated cost as established by the developer's engineer and confirmed by the Director of Public Works, plus a ten percent contingency to complete the public improvements that have not been constructed or accepted.
 - b. Types: The following may constitute acceptable fiscal security:
 - i. A performance cash bond; or
 - ii. A Letter of Credit, approved by the City Attorney.
4. **Return of fiscal security.** The City shall release the fiscal security to the developer when the Director of Public Works has issued a final acceptance letter of the improvements.
5. **Expenditure of fiscal security.** The City may draw on the fiscal security and pay the cost of completing the improvements if it determines that the developer has breached the obligations of this Article or the three year time period for the installation and construction of the required public improvements has expired. The City shall refund the balance of the fiscal security, if any, to the developer. The developer shall be liable for the cost that exceeds the amount of fiscal security, if any.
6. **Inspection and acceptance of public improvements.**
 - a. Entry and inspection:
 - i. The City Engineer or his designees shall have the right to enter upon the construction site for conducting inspections. Inspections of the public improvements during construction will be done to ensure general conformity with plans and specifications as accepted. If the Director of Public Works finds, upon inspection, that any of the public improvements have not been constructed in accordance with this Article and the design and construction standards, then the developer shall be responsible for making corrections to ensure compliance with City standards.
 - ii. Upon completion of construction, the developer shall arrange for a final inspection to determine that the public improvements have been installed and in conformity with the accepted subdivision improvement construction plans. The developer shall pay all necessary inspection fees prior to the City's acceptance of the public improvements.
 - b. Request for acceptance of public improvements: Upon completion of construction of the public improvements, the developer shall submit a written request to the Director of Public Works that the City accept the improvements for maintenance. Concurrent with this request, the developer shall submit all information required by these regulations.
 - c. Letter of acceptance: Upon satisfactory completion of the public improvements and receipt of the information and items requested for the acceptance, including a two year maintenance warranty bond, in favor of the City, the Director of Public Works shall issue a letter accepting the public improvements and shall forward a copy of the letter of acceptance to the City Manager or his designee.
7. Maintenance of public improvements. The developer shall be responsible for the maintenance and repair of all public improvements for two years after acceptance of said public improvements by the City.

SEC. 6.206 EXPENDITURE OF PUBLIC FUNDS

The City's approval of a final plat does not obligate the City to finance or furnish any infrastructure improvements within the approved subdivision. Public funds will be expended only after the approval of the City Manager and after an appropriation has been approved by the City Council for this purpose.

SEC. 6.207 REQUIRED COVENANTS, CONDITIONS, AND RESTRICTIONS

- A. **Generally.** Private improvements may be permitted in certain developments provided that their maintenance is provided for in perpetuity. These provisions shall, in most instances, be included in a declaration of CCRs for the property.
- B. **Recordation.** The applicant shall record the CCRs in the public records in the chain of title for the property, following review as provided below.
- C. **Applicability.** The applicant shall provide proposed CCRs to the City:
 - 1. With the application for final plat approval; or
 - 2. If no plat approval is sought before the issuance of any permit that directly authorizes development. Development approvals that require CCRs are contingent upon approval of the CCRs by the City.
- D. **City Enforcement.**
 - 1. The Planning Commission may review CCRs that implement requirements of these regulations or conditions of approval.
 - 2. The Planning Commission may require that the applicant grant the City a right of enforcement of the CCRs in order to ensure continuing compliance. Such enforcement shall be limited to only those matters relating to the ongoing maintenance of the private improvements and shall not extend to matters regulated by the City's zoning regulation.
 - 3. The City may require that the CCRs give the City a right to designate a management company to be paid a reasonable fee from the dues payable by the property owners after the third notice of noncompliance to the association's registered agent.

SEC. 6.208 PROPERTY OWNER'S ASSOCIATIONS

- A. **Generally.** Any subdivision or land development which requires a property owners' association in order to comply with these regulations or a condition of approval must include a recorded declaration of CCRs that establishes the association as required by Texas Property Code §§209.001-209.015.
- B. **Required Provisions.** The CCRs must provide that:
 - 1. The property owners' association is responsible for ensuring continuing compliance with these regulations and conditions of a subdivision plat, development plat, or site plan approval;
 - 2. Membership in the property owners' association is mandatory for all owners of property in the subdivision or condominium;
 - 3. The property owners' association has lien rights with respect to unpaid dues;
 - 4. The property owners' association is permanent; and
 - 5. The property owners' association has all responsibilities required by these regulations for ownership and maintenance of common elements.

SEC. 6.209 CONVERSIONS FROM UNIFIED CONTROL TO MULTIPLE OWNERSHIP

A development that is approved under unified ownership and control shall not be conveyed into multiple ownerships (*e.g.*, individual buildings in an office park being sold to separate entities) until the required CCRs are recorded or amended.

Division 6.300 Subdivision and Development Design

SEC. 6.301 GENERALLY

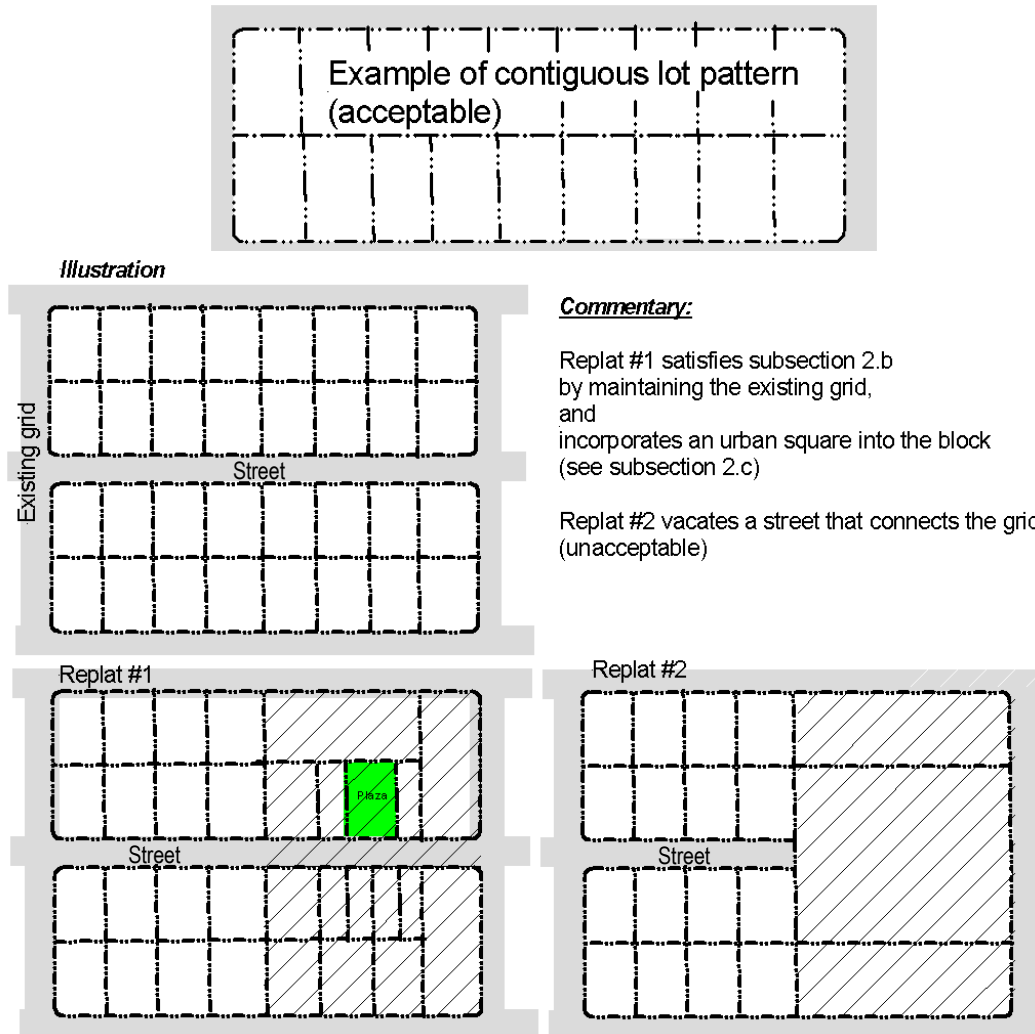
- A. **Physical Improvements.** Construction of all streets, sidewalks, drainage structures, utilities, and other improvements shall comply with the following standards at the time of submission of the plat:
1. Current City ordinances; and
 2. The Standard Construction Specifications and Details adopted in this Article and Division.
- B. The subdivide shall pay for all infrastructure improvements required except as otherwise provided by the City Code or these regulations.

SEC. 6.302 LOTS AND BLOCKS.

- A. **Generally.** Lot size, shape, and orientation shall conform to Article 3, District Yard, Lot and Setback Standards of these regulations. Lots shall be arranged in a contiguous pattern within blocks or adjoining a cul-de-sac. For minor subdivisions, all lots shall be contiguous and any new lots subdivided from a previously subdivided tract shall adjoin the existing lots.
- B. **Block Configuration—Eastern End.**
1. **Purpose and Findings.** The eastern end of the island is characterized by relatively short blocks with a grid pattern. The grid pattern was established in 1838 by the Galveston City Company and has been the most important factor in shaping the City's physical appearance. This block pattern is consistent with the City's historic character, is pedestrian friendly, and provides connectivity that disperses traffic in an efficient manner. The balance of the City is either committed to development with longer, curvilinear blocks, or characterized by natural features that require greater design flexibility than the City's more densely settled areas. This subsection establishes block width and perimeter standards that provide for appropriate block patterns throughout the City, preserve the City's urban street grid in the Urban Core, and provide design flexibility.

2. **Block Pattern.**

- a. Streets shall be laid out to create blocks.



- b. A vacation or replat of an existing plat in the East End Harborside area designated in Table 6.302 shall preserve the existing grid pattern of streets and blocks. Applicants shall not combine blocks by vacating streets except as provided in subsection 6.302.B.3 below:

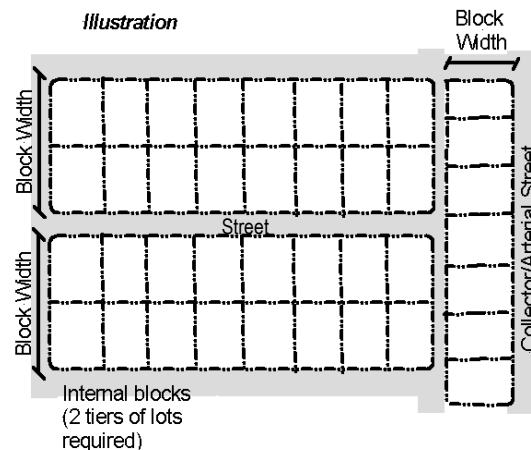
- c. Streets shall be arranged in a grid or comparable formal arrangement and open spaces shall be integrated into the block design. The Planning Commission may waive this requirement:
- To accommodate green spaces along drainage features, coastal features, or wetlands; or
 - Where other natural resources make a grid or comparable formal arrangement difficult or cost prohibitive.

3. **Permanent Street Closure.** When a single development includes multiple blocks, it may be beneficial to close public right-of-ways. A permanent street closure may only be considered on a case-by-case basis where the closures do not significantly impact traffic flow, and where it will provide a high quality development that contributes positively to the overall neighborhood character and pedestrian circulation system.

- a. Closure of a public rights-of-way after the adoption of these regulations may be considered when the following criteria are considered:
 - i. There is a demonstrated community benefit;
 - ii. The street segment is not a part of a historic district or a potentially eligible historic district;
 - iii. No structure shall be erected within the original right-of-way; and
 - iv. The closure does not negatively impact public safety or traffic.
- b. When closing a public right-of-way, the applicant's proposal shall attempt to:
 - i. Maintain existing view corridors and breezeways along the original right-of-way;
 - ii. Maintain pedestrian access through the development along the original right-of-way; and
 - iii. Provide additional landscaping including decorative paving in the closed area.
- c. Closure of an alley after the adoption of these regulations may be considered when the closure considers the following criteria, including but not limited to:
 - i. Closing the alley is necessary to build a parking structure or orient a mid-rise building as recommended by the Height and Density Development Plan and Design Guidelines;
 - ii. The alley segment is not part of a historic district or a potentially eligible historic district;
 - iii. Closing the alley would not cause a loss of service access to other properties;
 - iv. Utility service lines can be feasibly relocated, by the developer or applicant following review and approval by the Public Works Department; and
 - v. The closure does not negatively impact public safety or traffic.

4. Block Width.

- a. Blocks to the interior of the subdivision shall have sufficient width to provide for two tiers of lots. One tier of required block width is permitted in blocks adjacent to collector or arterial streets or waterways. No more than two tiers of lots shall be provided for any block. This subsection does not apply to flag shaped lots.



- b. Flag Shaped Lots: A lot that is, generally, in the shape of a flag extended at the end of a pole wherein the pole portion of the lot serves to provide the required street frontage and the flag portion of the lot serves to provide the buildable area of the lot. A 12-foot width is required for the entire length of the pole.

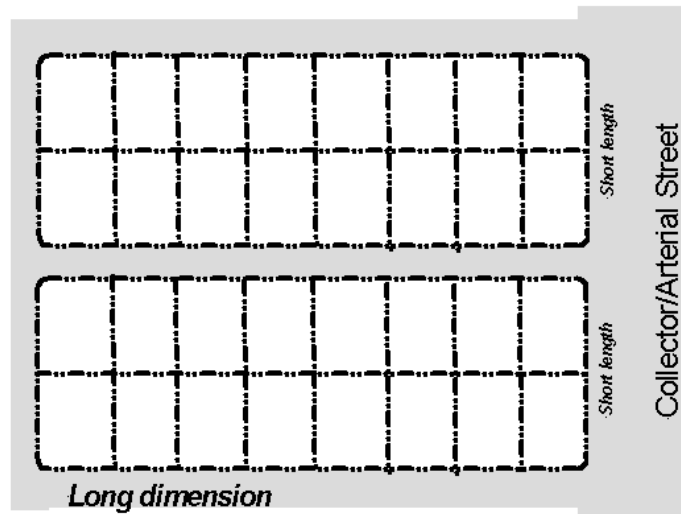
5. **Block Length and Perimeter.**

- a. The perimeter and length of blocks within a subdivision shall conform to the requirements in Table 6.302, below.

Table 6.302 Maximum Block Length and Perimeter				
(A) Location	(B) Average Length (maximum-feet)	(C) Maximum Length (feet)	(D) Average Perimeter (maximum-feet)	(E) Maximum Perimeter (feet)
East End 1 - Harborside <i>North of Seawall Boulevard, east of 61st Street, and south of State Highway 275 ("Harborside")</i>	320 (north-south axis) 350 (east-west axis)	370 (north-south axis) 400 (east-west axis)	1,340	1,540
East End 2 <i>East of Ferry Road</i>	400	450	1,600	1,800
Balance of Incorporated Area	450	700	1,800	2,800
Non-Residential Blocks <i>Outside of East End 1</i>	600	750	2,400	3,000

- b. Where possible, blocks shall be laid out to have their short length abutting arterial streets, collector streets, or the development's major road.

Illustration



6. **Non-Residential Blocks.** In order to accommodate the need for parking and larger floor plats for non-residential uses, the Planning Commission may waive the block length and perimeter restrictions to allow an additional 15 percent of block length or perimeter.

C. **Multi-Modal Circulation.**

1. A block that is at least 600 feet long shall include a multi-modal path that connects to another street or alley. A multi-modal path shall accommodate at least two of the following uses:
 - a. Alley;
 - b. Bikeway; or
 - c. Pedestrian pathway.
2. The multi-modal path shall be at least 10 feet wide.
3. The minimum width shall include a hard surface or a pervious surface that complies with the Standard Construction Specifications and Details.
4. The multi-modal path shall:
 - a. Be dedicated to the City; or
 - b. Include an enforceable easement that allows access by the public. In this situation, the applicant or property owner shall maintain the easement.

D. **Lot Lines.** All side lines of lots shall be at right angles to straight street lines.

E. **Access.**

1. Each lot shall have frontage on a public street or an alley or a private access way that conforms to the Standard Construction Specifications and Details.
2. The driveway access to each lot shall have a minimum width of 10 feet.

F. **Double Frontage.**

1. Double frontage lots are prohibited unless:
 - a. The lot is reserved for non-residential use; or
 - b. The Planning Commission finds that a double frontage is needed to separate residential development from traffic arterials or to overcome unique topographical or environmental restrictions.
2. In order to determine setbacks, the final plat shall designate the front and rear of any double frontage lots.

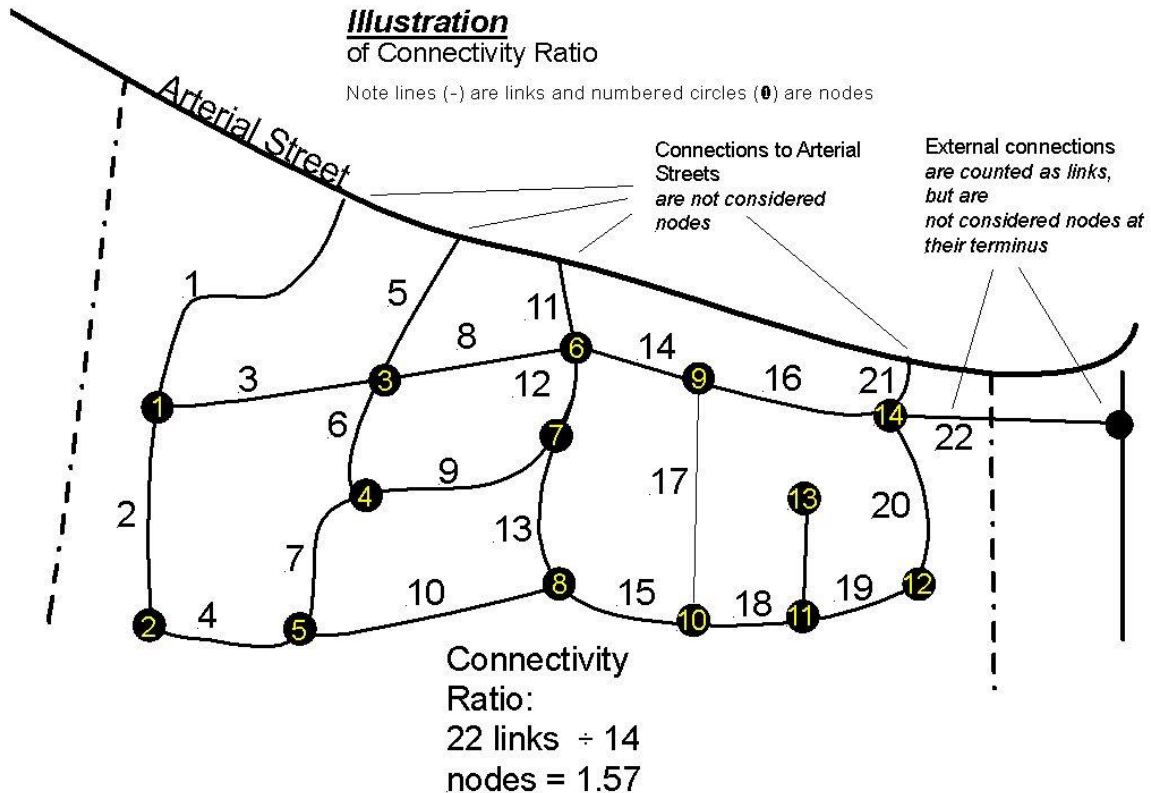
G. **Remnants.** No remnants of land shall be left in the subdivision that do not conform to lot requirements, are not required or suitable for utility service, or which are not designated as common open space or parkland.

H. **Elevation.** No lot shall be lower than the center line elevation of the adjacent street at any point unless the lot adjoins a body of water or a drainage easement. In no case shall the outfall from the street drain cross any portion of a private lot. The building site shall not be less than 1 foot above the center line of the street or be at least 1 foot above all elevations 6 feet from the building site.

SEC. 6.303 STREET DESIGN AND LAYOUT

- A. **Applicability.** The subdivider shall construct, in total, all streets in or new streets adjacent to the subdivision.
- B. **Layout.** Unless otherwise approved by the Planning Commission, provision shall be made for the extension of arterial streets and collector streets shall be provided for the circulation of traffic through the subdivision and connection to the arterial streets. Other streets shall be provided within the subdivision as necessary to accommodate anticipated traffic demands and provide access to all building sites. All arterial streets shall be continuous or in alignment with existing streets of which they are a logical extension.
- C. **Spacing.**
 - 1. Streets shall generally be platted to allow two tiers of lots with an alley or easements.
 - 2. The Planning Commission may permit lots having double frontages if it determines that they are necessary or desirable due to site considerations.
 - 3. Street intersections shall have a minimum offset of 125 feet.
- D. **Boundary Streets.** If the proposed subdivision is partially or totally bounded by existing streets or right-of-ways and having a width less than that specified in these regulations, the subdivision shall be laid out to provide the street width required.
- E. **Intersections.** No more than two streets may intersect at one point. All street intersections shall be at 90 degrees. A waiver of up to 10 degrees may be granted by the Planning Commission due to topography. Corners at intersections shall be rounded with a minimum radius of 25 feet. Street intersections shall be aligned so as to avoid off center intersections.
- F. **Connectivity.**
 - 1. The street system designated for each subdivision, except where prevented by topography or environmental conditions, must connect with streets already dedicated in adjacent subdivisions. Where adjacent property is not platted, adequate street connections shall be extended to the common property line to ensure proper traffic circulation when the property is platted. Reserve strips of land, to prevent access from other property, are not permitted.
 - 2. **Dead-End Streets.** Permanent dead-end streets shall have a “turn around” with an outside street rights-of-way radius of at least 50 feet at the closed end.

3. **Connectivity Ratio.** The streets within a proposed subdivision shall provide a connectivity ratio of at least 1:20. The connectivity ratio is computed by dividing the number of street links by the number of nodes within the subdivision. For purposes of this subsection, the intersection of a local street within the proposed subdivision with an arterial street, collector street, or a street that aligns with and provides access to an adjacent subdivision or street is not considered a node.



G. Geometric Design.

1. **Street Rights-of-Way Width.** Street rights-of-way width shall conform with the following:

- a. Arterial streets shall have the minimum rights-of-way width needed to accommodate the ultimate traffic volumes anticipated as determined by the Planning Commission. The applicant is not required to dedicate more than 120 feet of rights-of-way width unless the City or other agency compensates the applicant for the cost of the additional dedication.
- b. Collector streets shall have a minimum rights-of-way width of 60 feet.
- c. Local streets shall have a minimum rights-of-way width of 60 feet.

- H. **Street Elevation and Grade.** All street crown elevations shall conform with the City's master grading plan but in no case less than an elevation of 8 feet (NAVD 1988) for streets north of Seawall Boulevard, and 6 feet (NAVD 1988) for streets south of Seawall Boulevard or west of 103rd Street without the written concurrence by the City Engineer and the specific approval of the Planning Commission. Proposed streets shall meet or exceed the elevation of all connecting streets.

- I. **Sight Distance.** The Planning Commission shall apply such standards for the sight distances and curves as are appropriate to the anticipated speeds and volumes of traffic. The following standards apply:

1. For thoroughfares:

- a. The minimum tangent between reverse curves is 100 feet.
 - b. The minimum radius for horizontal curves is 150 feet.
 - c. The minimum radius for vertical curves is 100 feet.
- 2. For collector and local streets:
 - a. The minimum tangent between reverse curves is 40 feet.
 - b. The minimum radius for horizontal curves is 50 feet.
 - c. The minimum radius for vertical curves is 100 feet.

J. Private Streets.

- 1. **Applicability.** The Planning Commission may approve private streets only within a PUD District.
- 2. **Standards.** Private streets shall meet all standards for an equivalent public street. Traffic control devices shall conform to the standards of the Manual on Uniform Traffic Control Devices. The Director of Engineering may require installation of such traffic control devices as are deemed appropriate.

K. Street Names. New streets shall provide continuity of names with existing streets. Otherwise similar or identical street names to streets already existing or platted in other parts of the City shall be avoided. The maximum length of any street name shall be 18 characters. The Planning Commission may reject any name that it deems to be inappropriate.

L. Alleys.

- 1. The City may require alleys in blocks used for commercial purposes, where alleys are consistent with the historic pattern of development or traditional neighborhood developments.
- 2. Alley width shall be at least 20 feet and shall be paved full width.
- 3. No new business or dwelling shall face or have its main entrance on an alley.
- 4. Dead-end alleys are not permitted.

M. Curbs and Gutters.

- 1. The subdivider shall construct curbs and gutters, where applicable, to conform to Standard Construction Specifications and Details, along both sides of all streets within the subdivision and along the subdivision side of all boundary streets. The minimum gradient on streets and gutters shall be twenty five hundredths (0.25) of one percent.
- 2. The subdivider shall pay for and construct curbs and gutters, where applicable, on each side of all streets within a subdivision and on the subdivision side of all boundary streets.

N. Street Bases and Wearing Surfaces. The subdivider shall provide streets to conform to the current Standard Construction Specifications and Details.

O. Street Signs. The subdivider shall install street signs at each intersection within the subdivision. Signs shall conform to the current Standard Construction Specifications and Details.

P. Sidewalks.

- 1. Sidewalk construction shall conform to the current Standard Construction Specifications and Details. Such sidewalks shall extend from curb-to-curb at intersecting streets.

2. The subdivider shall install sidewalks on all streets within the subdivision and on the subdivision side of all boundary streets. Sidewalks shall be paved concurrently with the construction of the adjacent streets.

Q. Street Lights.

1. A system of street lighting shall be installed in all new subdivisions by the energy company authorized to do so under its contract with the City.
2. The lighting system shall conform to good engineering practices taking into consideration the needs of the subdivision.
3. Underground service and use of ornamental standards are preferred, where feasible. The subdivider shall provide one ornamental light fixture per every five installed fixtures for future maintenance. The subdivider may propose alternatives and shall confer with the appropriate energy company and with the city engineer before proposing alternatives.
4. The subdivider shall pay to the City, at the time of installation of the system, an amount equal to two years annual charges for the system. The fee shall be paid prior to recording of the final plat.
5. The design shall be approved by the city engineer.
6. The minimum criteria for approval is a light at each street intersection and a maximum of street distance to the next light of:
 - a. East of 8-Mile Road: 150 feet.
 - b. West of 8-Mile Road: 300 feet.

SEC. 6.304 COMPATIBILITY

- A. **Generally.** A proposed development must be compatible with the surrounding neighborhoods and with the City of Galveston Comprehensive Plan of 2011.
- B. **Basic Factors.** In considering whether the proposed development is compatible, the Planning Commission will consider the following factors for the proposed development and the neighborhood:
 1. Street patterns;
 2. Lot configuration; and
 3. The goals and policies of the *City of Galveston 2011 Comprehensive Plan* and other adopted neighborhood plans.

SEC. 6.305 UTILITIES

A. Generally.

1. All developments shall provide water, sewer, storm water, electric, telephone, and other public or private utility connections to City residents.
2. Where a development is part of a larger parcel of land under common ownership with the applicant, the capacity of utility facilities shall be adequate to serve the entire property to the extent that the capacity is matched to that of the lines that it extends.
3. If the applicant extends water or sewer lines that serve other developments through its property, the City may require the applicant to participate in a utility oversizing and reimbursement program as a condition of subdivision or site plan approval.
4. Wherever possible, compatible utilities shall share easements.

B. Water.

1. All subdivisions shall be provided with an approved water system.
2. The water system shall conform to the City's Standard Construction Specifications and Details. Water lines shall be installed to serve each lot in all subdivisions within the City limits. Where the connection to a system is not made immediately, plans shall be prepared for future installation of a water distribution system to serve each lot. Those parts of such system that lie in the parts of streets intended for vehicular traffic shall be installed prior to streets being paved.
3. Potable water lines shall be looped and shall have a secondary feed to the potable water supply.

C. Fire Hydrants. Standard fire hydrants shall be installed as a part of the water distribution system not more than 500 feet apart in residential areas and 300 feet apart in commercial areas as measured along the streets and shall conform in all respects to the specifications of the City.

D. Wastewater.

1. All subdivisions shall be provided with an approved sewage disposal system to conform to the latest TCEQ (Texas Commission on Environmental Quality) regulations, Sewage Ordinance, and the City's Standard Construction Specifications and Details as adopted.
2. Sanitary sewers shall be installed to serve each lot in all subdivisions.

SEC. 6.306 DRAINAGE

A. Required Facilities. The subdivider shall construct all storm sewers, laterals, manholes, catch basins, culverts, ditches, and/or other appurtenances necessary to adequately drain the subdivision. Where trunk line storm sewers cross the subdivision or are extended to provide outfall for the subdivision, the City may assume that portion of the cost in excess of that required to drain the subdivision.

B. Design. All drainage computations and drainage structure design shall conform to the Standard Construction Specifications and Details. Computations and designs shall be submitted to the city engineer for approval. The subdivider shall be required to provide for all storm water originating within the subdivision as well as that originating upstream in the drainage area where crossing the subdivision. Any off-site drainage easements necessitated by the subdividing of a tract of land shall be provided by the subdivider. The following is the minimum design consideration:

1. Drainage structures shall be designed for flows determined by the Rational Method and for at least a two year rainfall frequency based on a minimum of 15 minutes time of concentration.
2. A tail water tide elevation of 1.5 (Mean Tide) shall be assumed.
3. A runoff coefficient of at least 0.50 shall be used for single dwelling areas where the minimum lot size is 7,000 square feet.
4. A runoff coefficient of at least 0.70 shall be used where lots are less than 7,000 square feet or where apartments, churches, schools, businesses, or any other facilities which will necessitate parking or large covered areas within the drainage area.
5. The maximum distance storm water to be carried in gutters before entering an inlet is 500 feet.
6. Minimum storm sewer lateral to be 18-inch pipe.

C. Storm Sewers. All storm sewers within public right-of-ways and easements shall be reinforced concrete pipe or equal, approved by the city engineer.

SEC. 6.307 PARKS, OPEN SPACE, AND CIVIC SPACES

- A. **Purpose.** These regulations establish requirements and incentives for new development to provide parks, open space, and civic spaces (referred to collectively in this section as “open space”). Open space can take a variety of forms, ranging from large natural areas for planned conservation developments in the West End to small urban plazas and courts in the City’s historic Urban Core neighborhoods. This section establishes standards that define the open space categories along with design, location, and maintenance requirements that ensure that the spaces serve their intended purpose over time.
- B. **Designation and Ownership.**
1. **Generally.** The PUD plan, site plan, development plat, or subdivision plat shall delineate the location of open space and identify it as private or public.
 2. **Re-subdivision of Open Space Prohibited.** Areas designated as open space shall not be subdivided, but shall be shown as a "park," "open space," or a similar designation on a plat or site plan identifying it as restricted in use. Open space may be owned, preserved, and maintained by any of the mechanisms described below or any combination thereof.
 3. **Private Areas.** If required open space is maintained in private ownership, it shall be designated as common area for the use of all residents and occupants of the proposed development. Provisions shall be made for perpetual maintenance and care of such private areas. The instruments creating the dedication, homeowners' association, condominium association, easement, transfer, or improvement district shall be provided with the application for subdivision plat approval.
 4. **Dedication of Land to City.** Dedication of open space to the City satisfies the requirements of this subsection. Dedication shall take the form of a fee simple ownership. The City may accept a dedication if:
 - a. The land is accessible to the residents of the City;
 - b. There is no cost of acquisition other than any cost normally associated with closing on real estate;
 - c. An environmental survey of the property is submitted;
 - d. A metes and bounds and boundary survey of the property is submitted; and
 - e. A warranty deed is submitted to verify ownership, along with a submittal determining property value.
- C. **Amount of Open Space Required.**
1. The current zoning regulations and the City’s Parks and Open Space Master Plan establish the amount and type of open space required.
 2. The applicant may dedicate any trail to the City for public use. The dedicated trail shall count toward meeting the required active open space requirements.
- D. **Design.**
1. **Generally.**
 - a. Open spaces should be integrated into the development design to bring significant open space to the maximum number of properties.

- b. Small, odd, left-over open space areas should be avoided.
- c. Land designated as open space on a final subdivision plat shall be maintained as open space and may not be separately sold, subdivided, or developed, except for park uses.

2. **Typologies.**

- a. **Generally.** Table 6.307 at the end of this section provides a variety of options the applicant may use to satisfy the open space requirements. The Planning Commission may approve additional open space categories that accommodate the purposes described in this section.
- b. **Multi-Use Paths.** The entire area along a collector or arterial street that meets the following requirements may also be counted against the minimum open space requirements:
 - i. The minimum width is 12 feet on either side of the arterial or collector.
 - ii. The path must be located outside of the right-of-way.
 - iii. Construction must meet minimum American Association of State Highway and Transportation Officials (AASHTO) standards for use by both pedestrians and bicyclists.
 - iv. The path shall be defined by placing a planted strip of a width of at least 3 feet between the back of the curb and the street edge of the path.
 - v. One large tree and one medium tree shall be planted every 100 feet or fraction thereof.

3. **Connectivity.**

- a. Where possible, open space shall align with open space areas on adjacent property or areas designated as a public greenway, a linear park, or similar facility in the City's Parks and Open Space Master Plan; and
- b. Open space areas shall include sidewalks, trails, or similar facilities that align with such facilities in an adjoining parcel or where adjoining parcels are unimproved conform to the specifications set forth in the facilities plan.

4. **Percentage in Storm Water Management Facilities.** Detention or retention basins, which are required as part of the storm water management standards, do not qualify as open space unless 75 percent or more of the active and usable area is designed for recreational use and the area conforms to the requirements below:

- a. Detention areas shall not be inundated so as to be unusable for their designated recreational purposes. Detention areas must be designed to drain within 24 hours.
- b. Detention areas shall be constructed of natural materials. Terracing, berming; and contouring is required in order to naturalize and enhance the aesthetics of the basin.
- c. Basin slopes shall not exceed a three-to-one (3:1) slope.
- d. Detention areas may count a maximum of 50 percent of any park dedication requirement.

5. **Slopes.** At least 50 percent of required dedicated open space land shall have slopes that do not exceed 7 percent.

6. **Access.** If streets are planned within a proposed single-family project, open space provided pursuant to this section shall have direct access to the streets.

7. **Excluded Areas.** The following areas are not considered open space:

- a. Areas covered by buildings, parking lots, or other impervious surfaces accessible to automobiles. However, up to 50 percent of a parking area but no more than 2,000 square feet

is counted toward the minimum land area required. The parking area must be accessory to and reserved exclusively for the open space area.

- b. Utility easements, drainage easements, or street right-of-ways, unless those areas are useable for public recreational purposes and are not permanently converted to a street or trench. Land underneath overhead utility lines is not considered open space, except where used for jogging trails, bicycle trails, or parking areas accessory to an open space.
- c. Streets and rights of way.
- d. Ponds or lakes exceeding 2,500 square feet unless surrounded by an upland open space area with a minimum width of 50 feet.

E. Location.

- 1. **Distance from Lots.** No residential lot or principal commercial or office building within a proposed development may be located more than one-quarter ($\frac{1}{4}$) mile from any open space. This distance is measured from the entrance allowing people or bicycles to enter into the open space or to view the open space area. This distance is measured in a straight line but must not be interrupted by an arterial street or freeway. This section does not apply to the East End Harborside area designated in Table 6.302.
- 2. **School Site Locations.** Park sites shall be located, whenever possible, adjacent to and contiguous with school sites in order to make maximum use of common facilities and grounds. Land area dedicated to a school district is credited toward the minimum open space requirements if there is a joint use agreement between the City and the school district.

F. Maintenance. The applicant shall develop an open space maintenance plan as part of the application for development approval including the project-phasing schedule. This plan shall designate and indicate the boundaries of all proposed parks or open space required by this section.

- 1. **Maintenance Plan.** The open space maintenance plan shall:
 - a. Designate areas to be reserved as a park (for open space with improvements) or open space (for open space without improvements); and
 - b. Specify the manner in which the park or open space shall be perpetuated, maintained, and administered.
- 2. **Interim Maintenance of Land and Improvements.** Open space to be dedicated to the City shall be maintained by the applicant until such time as the land is accepted by the City for maintenance. Any associated facilities or site improvements designed and constructed by the applicant are subject to the provisions of Division 6.200 regarding construction plans, City inspections, contractor's two year maintenance period, and developer/owner guarantee of improvements.

Table 6.307 Open Space Typologies		
(A) Open Space Category	(B) Description	(C) Maintenance Requirements
Natural Areas	Natural Areas are areas established to protect natural attributes of local, regional, and statewide significance that may be used in a sustainable manner for scientific research, education, aesthetic enjoyment, and appropriate use not detrimental to the primary purpose. These areas are resource rather than user-based but may provide some passive recreational activities such as hiking, nature study, and picnicking. Natural Areas may include marshes, wetlands, scrub, grasslands, and dune systems.	Maintenance is limited to a minimum removal and avoidance of hazards, nuisances, or unhealthy conditions. Natural watercourses shall be maintained as free flowing and devoid of debris.
Greenways	Greenways are areas connecting residences and recreational areas. Greenways are designed to incorporate natural settings, such as creeks and significant stands of trees within neighborhoods. Parkways and greenways differ from parks, plazas, and squares in that their detailing is natural (<i>i.e.</i> , informally planted), except along right-of-ways, and may contain irregular topography.	A Greenway may be counted as open space if: 1. The it has an average width of at least 50 feet; and 2. If it consists of agricultural areas the agricultural areas shall have a continuous area of at least 50 acres. The agricultural areas may be combined with adjacent agricultural lands if the minimum width prescribed above is met on all portions of the agricultural greenway on the site.
Greenbelts	Greenbelts run along the perimeter of a neighborhood and serve to buffer a neighborhood from surrounding non-compatible uses such as a highway corridor or industrial district or from agricultural areas or adjacent neighborhoods. Greenbelts differ from the other types of open spaces in that they are left natural and are not for recreational use.	There is no tree planting requirement along right-of-ways for Greenbelts. The following uses are permitted within a Greenbelt: 1. Resource protection areas; 2. Lots with a minimum lot size of five acres and a maximum impervious surface ratio of 5 percent; or 3. Linear parks improved with trails, benches, and/or playground equipment. Trails, benches, and playground equipment shall not be considered impervious surfaces for purposes of computing impervious surface. The Greenbelt shall be an average of at least 100 feet in width and at least 50 feet at any point.

(A) Open Space Category	(B) Description	(C) Maintenance Requirements
Playgrounds	Playgrounds provide play areas for children as well as open shelter with benches for parents. Playgrounds may be built within squares and parks or may stand alone within a residential block.	Minimum Size: 5,000 square feet Maximum Size: 20,000 square feet Playing surfaces may be covered in sand, wood chips, or other equivalent material. Paths and walkways may be paved in concrete, crushed gravel, brick paver, or similar material or partially paved.
Plazas	Plazas are areas for passive recreational use that are entirely bounded by streets and/or lanes. Plazas are intended for master planned communities such as TNDs or for non-residential uses.	The plaza shall be square or rectangular with a length of at least 1½ times its width. The plaza shall be bounded on all sides by streets. Minimum width: 200 feet Minimum length: 300 feet Maximum width: 500 feet Maximum length: 800 feet
Courtyards	A Courtyard is an open area adjacent to or part of a civic building or facility. Courtyards function as gathering places and may incorporate a variety of non-permanent activities such as vendors and display stands. Courtyards are credited toward open space requirements only for multi-family, non-residential, or vertical mixed-use buildings and are maintained in private ownership.	Parking is permitted only at the edge of the Courtyard. Courtyards shall be paved in brick or other type of paver or crushed stone. Courtyards shall be level, stepped, or gently sloping (less than 5 percent grade). A Courtyard's horizontal length or width shall not exceed three times the height of the surrounding building(s). Minimum size: 2,000 square feet Maximum size: 30,000 square feet Courtyards may be left unplanted. If planted, the trees shall frame the Courtyard space or the structure that the Courtyard serves. Tree spacing shall be a maximum of 25 feet on center.
Forecourts	Forecourts are open space areas that act as buffers between residential and non-residential buildings or streets. Forecourts are credited toward open space requirements only for non-residential, multi-family, or vertical mixed-use buildings and are maintained in private ownership.	Forecourts shall be entirely bounded by streets and private driveways and shall be planted parallel to all street right-of-ways with a single tree species.

(A) Open Space Category	(B) Description	(C) Maintenance Requirements
Attached Squares	Attached Squares are areas for passive recreational use which are internal to a block.	Attached Squares shall be bounded by streets on a minimum of three sides or 75 percent of their perimeter. Attached Squares may be bounded by buildings on a maximum of 60percent of their perimeter (maximum of two sides) in order to provide a central gathering area for the community. Attached Squares shall be planted parallel to all right-of-ways with at least two tree species a minimum of 10 feet and a maximum of 50 feet on center. All internal tree plantings (if provided) shall be in geometrical layouts. Minimum size: 2000 square feet Maximum size: 1 acre
Detached Squares	Detached Squares bordered on all sides by roads are particularly formal. Because adjacent buildings provide much of the population using any public space, Detached Squares are less likely to be used than other types, though it remains appropriate as a means to symbolically enhance important places, intersections, or centers.	Detached Squares shall be planted along the perimeter of the Plaza or may be used to preserve a specimen tree or small stand of trees. The geometric pattern of the Detached Square shall be square or a rectangle with a length not exceeding twice the width. Minimum Size: 200 square feet Maximum Size: 1 acre
Greens	The Green is an urban open space that is natural in its details. Like the Square, it is small, civic, and surrounded by buildings. Unlike the Square, it is informally planted and may have irregular topography.	Greens shall be landscaped with trees at the edges and open lawns at the center. Greens shall contain no structures other than benches, pavilions, and memorials. Trails or pedestrian pathways are optional.

(A) Open Space Category	(B) Description	(C) Maintenance Requirements
Parks	Parks may be designed for active recreational use. Parks create a central open space, which services an entire neighborhood or group of neighborhoods, or incorporates physical features, which are an asset to the community (<i>i.e.</i> , water frontage, high ground, or significant stands of trees). Parks may be combined with Parkways and Greenbelts.	Parks shall be bounded by streets on a minimum of 50 percent of their perimeter (subject to lot line configurations). Minimum size: 1 acre Trees shall be planted parallel to all perimeter right-of-ways with one species type, a minimum of 15 feet to a maximum of 50 feet on center. Pedestrian paths within a Park may be formally planted with trees parallel to the walkway. Areas under dense tree plantings shall be paved with crushed gravel. Interior portions of Parks may be kept free of tree plantings. Areas for active recreational use and any facilities that accompany such use shall have a tree planting design that integrates the structures into the Park and defines the areas set aside for active use from areas of passive use. Plantings in interior portions of Parks are encouraged to follow topographical lines.
Parkways	Parkways are open spaces designed to incorporate natural settings such as significant stands of trees within neighborhoods. Parkways and Greenways differ from Parks, Plazas, and Squares in that their detailing is natural (<i>i.e.</i> , informally planted), except along right-of-ways, and may contain irregular topography.	Parkways shall be entirely bounded by streets or pedestrian right-of-ways within developed areas. Parkways may be used for certain active recreational uses, such as walking, jogging, or bicycling. Trees shall be planted along all right-of-ways a minimum of 10 feet and a maximum of 50 feet on the center with a single species type. Interior areas shall remain natural and any additional plantings shall be informal in design.

SEC. 6.308 EASEMENTS

The City may require various on-site and off-site easements. These easements may be required to supply drainage, utilities, access to public utilities or drainage areas, fire protection, pedestrian access, and conservation. The dimensional and location standards for easements are established in Table 6.308. The following additional standards apply to easements:

A. Utility Easements.

1. Where required, all lots shall provide utility easements (UE) for public utilities that are necessary or desirable to serve the subdivision.
2. Separate designated easements shall be provided for water and sewer lines and denoted as such on the final plat.
3. Down-guy easements are required where needed.
4. Utilities shall be located underground. Where this is not possible, pole utilities shall be located at the rear of lots and avoid poles along the streets.
5. Where attached housing types are developed, easements shall be placed in open space areas for maintenance purposes.

B. Drainage Easements.

1. Drainage easements may be required with sufficient width to accommodate construction and maintenance of the facility.
2. Existing surface drainage patterns shall be protected by easements or open space.
3. Drainage easements shall be placed on lots to convey surface water to storm sewers located on the street or to surface drainage channels located within easements or open spaces as topography and grading dictate.

C. Fire Protection Easements.

1. Fire protection access easements shall be improved with concrete paving at a width of 20 feet, or as required by the City's Fire Code.
2. Fire protection easements must include turning radii sufficient to accommodate the City's fire protection equipment.

D. Pedestrian Access Easements. These regulations may require pedestrian access easements.

E. Conservation Easements.

1. These regulations may allow creation of conservation easements to preserve open space and protect natural resources.
2. Conservation easements shall exclude other easements that would result in the disturbance of the land. However, pedestrian access easements are permitted within conservation easements.

F. Encroachments and Removal of Encroachments.

1. No permanent encroachments or structures are allowed within any easement required by this section, except:
 - a. Fences that allow access as needed to maintain the easement;
 - b. Landscaping consisting only of bushes, shrubs or flowers;

- c. Bicycle racks;
 - d. Paving materials required for access to the property, or to meet minimum standards such as parking;
 - e. Temporary street furniture; and
 - f. Other minor encroachments, if the utility provider determines, in writing that the encroachment does not use the public easements for maintenance, repair, and/or replacement of its utility facilities.
2. The City may remove any encroachment, structures, landscaping, or any other improvement placed within required easements.
 3. The City may assess its costs against a landowner for removal of an unauthorized improvement from an easement, including placing a lien on the property.

Table 6.308 EASEMENT SPECIFICATIONS			
(A) Type	(B) Ground Width <i>(measured at ground level, extending to the plane established in column (C) where required)</i>	(C) Above-Ground Width <i>(measured from a plane beginning 20 feet above ground and extending upward)</i>	(D) Location
Utility	10 feet	15 feet	Rear lot line or alley
	5 feet	10 feet	Street right-of-ways, or front, side, or rear yards
Drainage, other	No set width; the easement must be sufficient to meet its required capacity	--	As shown on subdivision plat or site plan
Fire Protection	20 feet	--	Street or parking areas
Pedestrian Access	5 feet	--	As shown on subdivision plat or site plan
Conservation	No set width	--	As shown on subdivision plat or site plan

SEC. 6.309 GRADING

All lots shall be graded such that surface water flows to the street gutters or to public drainage outlets. Water flows shall not drain toward private property.

Division 6.400 Dedication of Land and Improvements; Fee in Lieu

SEC. 6.401 DEDICATION

- A. Approval of any plat or replat is deemed an acceptance of the proposed land dedication.

- B. Acceptance of improvements under this section does not impose a duty upon the City concerning the maintenance or improvement of any dedicated parts until the improvements are made by the subdivider and accepted by the City.
- C. Prior to final approval by the Planning Commission, all dedications of land for public use require the developer and/or owner to agree in writing to provide the necessary improvements.
- D. Prior to acceptance of improvements by the City, the owner shall furnish a certificate prepared by an engineer to the effect that all such improvements have been completed in accordance with the current Standard Construction Specifications.
- E. No building permit shall be issued and no utility service or connection shall be made with any public utility prior to the approval of a plat or replat.

SEC. 6.402 REFUSAL OF DEDICATION

Rejection of a plat or replat by the Planning Commission is considered a disapproval of the acceptance of an offered dedication. The City may decline offers of dedication if it is determined that acceptance of said dedication is not in the public interest or the land is unsuitable for the designated use.

SEC. 6.403 EXPENDITURE OF FUNDS

Acceptance of a final plat by the City does not in any manner obligate the City to finance or furnish any improvements within the approved subdivision.

SEC. 6.404 FEE IN LIEU OF DEDICATION

The subdivider may pay a fee in lieu of dedication of open space required by these regulations or the Parks and Open Space Master Plan based on the value of the open space as established by City Council.

Division 6.500 Mapping and Monuments

SEC. 6.501 SURVEY

- A. **Accuracy of Survey.** The allowable error of closure for all survey work shall not be greater than one in seven thousand (1/7000).
- B. **Required Information.** Surveys shall include the following information:
 - 1. Two points identified by Texas Planes Coordinates;
 - 2. Basis of bearings used and a north point;
 - 3. Boundary of the development and total acreage encompassed, described, and mapped at an appropriate scale; and
 - 4. A legal description and exhibit of the property including the recorded status of the property.

SEC. 6.502 MONUMENTS AND MARKERS

The description and location of all permanent survey monuments block corners and other markers shall be shown on the plat and meet the following standards:

- A. Each lot must be accurately surveyed and suitable corner markers located;
- B. Every change of direction on the perimeter survey shall be permanently marked; and
- C. Permanent benchmarks, based on mean tide, 1,000 feet apart along all street lines. Elevations on fire hydrants, manhole rings, and spikes in utility poles are not acceptable.

SEC. 6.503 MAPPING CRITERIA

The following standards apply to the mapping of natural resources or other features of plans:

- A. Streams.** Streams (perennial, intermittent, mapped, and unmapped) with identifiable banks and beds shall have their boundaries set at the top of the bank.
- B. Water Courses.** Initial identification of the water courses/water bodies shall be made using the U.S. Geological Survey quadrangle maps or more accurate information as available. Field survey verification to determine evidence and location of channelized flow is required for preliminary plats and land development plans.
- C. Vegetation.** Vegetation shall be measured by the canopy line for the determination of areas of woodlands or trees. Other vegetation types shall be measured from the middle of the vegetation transition.
- D. Wetlands.** Wetlands shall be delineated in accordance with the criteria of the U.S. Army Corps of Engineers.
- E. Boundaries.**
 - 1. Measurements for the boundary are to be made horizontally, perpendicular from, or radial from any feature or point.
 - 2. Boundaries that depend on elevation shall be based upon on-site elevations and shall not be interpolated.
- F. Topography.** Topographic lines shall be at 1 foot contour intervals unless those intervals are impractical due to essentially flat topography.
- G. Digital Subdivision Record Plat.** A digital record of any plan or plat submitted under this article is required to maintain the integrity of the City GIS property base map. Digital submittals will be accepted only if they adhere to the following criteria:
 - a. The record plat base drawing is a DXF file (a standard digital exchange format).
 - b. Plats must be in Texas State Plane Coordinate System Datum at a 1:1 drawing scale in US survey feet; and
 - c. All polygons must close.

The following chart indicates only the layers that the City requires for its digital plat submittals:

Table 6.503 Digital Plat Submittal Layers			
Description of Layer	Layer Names	Color	Symbolism
All Existing Features	Existing	Green	Fill with Continuous Line
All Proposed Structures	Proposed	Orange	Continuous
Lot & Deed Parcel Boundaries	Subject Site	Blue	Continuous, 2 Point Width
Public Use	Public	Gray	Dashed
Street Name(s)	Streets	Blue	Standard(txt.shx)
Lot, Block, & Parcel Numbers*	L.B.P	Black	Standard (txt.shx)
Subdivision Names	Subdivision	Black	Italics (txt.shx)
			Obliquing angle: 30
* Font size for "Lot" is 16, "Block" is 25 and circled, and "Parcel" is 30.			
** Radius for a circle is 40.			

Division 6.600 West End Density Standards

Sec. 6.601 Generalized West End Development Standards

Table 6.601			
Development Type	Minimum Acreage	Maximum Density	Minimum Usable Open Space
Residential Subdivision Development	25	6 du/ac	20 percent
Traditional Neighborhood Development (TND)	50	6 du/ac	20 percent
▶ Neighborhood Center (within a TND)	10	8 du/ac	10 percent

Division 6.700 Requirements For Recreational Vehicle (RV) Parks

SEC. 6.701 ZONING DISTRICTS AND AREA

Recreational vehicle parks may be located in the Commercial and Resort/Recreation zoning districts only, as a limited land use. All recreational vehicle parks must meet all Limited Use Standards.

SEC 6.702 LOTS AND SPACES

B. All lots within a recreational vehicle parks shall be permanently marked and provide convenient access for a recreational vehicle.

SEC. 6.703 ANCHORING AND TIE-DOWN

Each recreational vehicle owner shall be responsible for securing his or her recreational vehicle, however, no permanent anchoring or tie-down procedures are required.

SEC. 6.704 WATER SUPPLY

A. The water supply system shall be connected by pipes to all recreational vehicle lots, buildings, and other facilities requiring water.

B. All piping, fixtures, and other equipment shall be constructed and maintained in accordance with State and City regulations and requirements.

C. City water mains shall not be extended beyond the external property line of any park development.

D. Fire hydrants at the perimeter of any park shall be placed in accordance with City regulations. Fire hydrants, if any, located within any park shall be privately owned, installed and maintained by the owners.

SEC. 6.705 SEWAGE DISPOSAL

All proposed sewage disposal facilities shall be approved by the City prior to acceptance for connection to the City sewer system.

SEC. 6.706 ELECTRICAL DISTRIBUTION AND LIGHTING SYSTEM

Every park shall contain an electrical wiring system consisting of wiring, fixtures, equipment, and appurtenances which shall be installed and maintained in accordance with applicable codes and regulations for such systems. The location of underground lines, if any, shall be clearly marked by surface signs at intervals of not more than 100 feet.

SEC. 6.707 REFUSE AND GARBAGE

All matters pertaining to the location and maintenance of refuse areas shall be in accordance with the City Department of Public Works and the City's Solid Waste Ordinance.

SEC. 6.708 SERVICES AND AMENITIES

A. Except that sites plainly designated and exclusively reserved for independent units need not be counted in calculating the number of toilets, lavatories, and bathing facilities. Toilet, lavatory, and bathing facilities shall be provided according to the following schedule:

1. One (1) toilet per sex at the rate of one (1) each for every 15 sites or fractional part thereof.
Urinals may be substituted for up to one-third (1/3) of the required number of toilets.

2. One lavatory per sex at the rate of one (1) each for every 15 sites or fractional part thereof.

3. One (1) bathing facility (shower or bath) per sex for every thirty (30) sites or fractional part thereof.

B. A paved or gravel sidewalk to each recreational vehicle lot from off-street parking areas shall be provided.

SEC. 6.709 STREETS AND PARKING (RV PARKS)

1. Vehicular access from any individual lot within a park to any public street shall be prohibited.

2. Off-street parking within any park shall be provided at a ratio of one (1) parking space for each lot, plus one additional space for each six (6) lots within the park. Said parking may be provided in one (1) or more designated parking areas or parallel and adjacent to any private street within the park.

3. When situated in designated parking areas, no parking space shall be further than 50 feet from the lot it is intended to serve.

4. When any public street traverses a park, the Director of Traffic may prohibit parking on such street.

5. All cul-de-sacs shall have a minimum radius of sixty feet (60'), and shall not exceed four hundred feet (400') in length.

SEC. 6.710 PERMITS AND CERTIFICATES OF OCCUPANCY

1. No person shall engage in the construction of any park, as herein defined, or make any addition or alternation to any park so as to alter the number of lots therein, or affect the facilities required therein, until he has first secured a building permit for such addition, alteration or construction.

2. No person shall operate a park, as defined herein, until he first secures a Certificate of Occupancy from the Building Official.

3. At any time deviations from the approved plans exist which, in the judgment of the Director of Development Services or his designee, create a hazard to public health or safety, the Director shall so notify in writing the owner of record of the park to correct such deficiency with thirty (30) days of such notice. In the event such deficiencies are not corrected within the time allowed, the Development Services Department may order the park vacated of all units.

4. Application for Permits:

a. Applications for building permits and certificates of occupancy shall be made to the Building Official.

b. All applications shall be accompanied by the following, as applicable:

1. A preliminary site plan map drawn to suitable scale on 24" x 36" reproducible sheets.

2. The name of the applicant, the developer and the property owner.

3. The street address and legal description of the property.

4. Name and registration number of licensed surveyor or engineer who prepared or certified the site plan map.
5. Scale of map, North Arrow, and location key map of the proposed development.
6. The location, name, existing and proposed widths of rights-of-way and pavement of all abutting or included streets and alleys.
7. The location and width of all existing or proposed public or private easements, whether for streets, drainage or utility purposes.
8. A topographic map of scale on 24" x 36" reproducible sheets indicating existing and proposed elevations, and showing:
 - a. Existing and proposed water courses.
 - b. Existing and proposed water supply.
 - c. Existing and proposed sewage disposal system.
 - d. Proposed flood control measures, if any.
9. Layout and configuration of all lots within the development area, with each lot fully dimensioned and identified by number or letter.
10. Layout and configuration of all parking facilities within the proposed development.
11. Location and use of all other buildings, structures, enclosures and facilities, including required open areas, trash receptacles and fire hydrants.
12. Applications for Building Permits shall be accompanied by two complete sets of final plans.

H. Certificate of Occupancy:

1. A Certificate of Occupancy shall not be issued for any portion of a partially developed park, unless the owner or developer posts a performance bond, approved by the City Attorney, guaranteeing completion of development within two years of the date of the Certificate of Occupancy.
2. A Certificate of Occupancy shall not be issued until the owner or developer of such park has paid to the City the required fee.
3. Certificates of Occupancy are nontransferable and shall be conspicuously displayed in a prominent and accessible place at the park.

ARTICLE 7. OUTDOOR LIGHTING

Division 7.100 Outdoor Lighting Standards

SEC. 7.101 PURPOSE AND APPLICABILITY

A. **Generally.** The purposes of this Article are to:

1. Allow for the reasonable use of outdoor lighting;
2. Minimize adverse off-site effects on other properties and habitat areas including light trespass and glare;
3. Improve security through night-time visibility;
4. Minimize the cumulative effects of excessive artificial lighting in an urbanized setting that detracts from enjoyment of the natural darkness and astronomical features of the night sky; and
5. Conserve energy.

B. **Applicability.** This Article applies to all installed outdoor lighting including replacement fixtures within the municipal boundaries of the City after the effective date of these regulations. This includes parking lot and interior lighting of open parking garages that shall comply with the requirements of Section 7.102, Nonresidential Lighting Standards. Individual lots that are developed with single-family detached and two-family dwelling units are subject only to Section 7.104, Single-Family and Two-Family Lighting.

C. **Exemptions.** This Article does not apply to any of the following:

1. Lighting within the public rights-of-way that is used principally to illuminate streets and sidewalks.
2. Lighting of subdivisions or any new street light installation including any new street lighting installation within existing subdivisions, which is regulated by Article 6, Subdivision Design and Land Development.
3. Lighting of signs, which is regulated by Article 5, Signs.
4. Temporary lighting of construction sites.
5. Seasonal lighting provided that individual lamps are less than 10 watts and 70 lumens.
6. Unless otherwise required by the Federal Communications Commission (FCC) or Federal Aviation Administration (FAA), towers or other structures requiring obstruction lighting at night shall be of the minimum luminous intensity oscillating red in color.
7. Searchlights, lasers, or any similar high-intensity light are not permitted except in emergencies where temporary lighting is needed by police, emergency medical technicians, or fire personnel or for search team purposes.
8. [Lighting of designated historic landmarks, with appropriate historic lighting technology, as approved by the Historic Preservation Officer or Landmark Commission.](#)

D. **Resolution of Conflicts.** When the requirements of this Article conflict with lighting that is required by federal or state law, regulation or rule, then the federal or state requirements control but only to the extent of the specific conflict.

- E. **Legally Non-Conforming Outdoor Lighting.** All outdoor lighting existing or legally permitted prior to the effective date of adoption of this Article shall be considered legally non-conforming (grandfathered)
1. Except for lamp replacement, no legally non-conforming luminaire may be repaired and/or modified to perpetuate its existence unless the repair and/or modification maintains conformance or makes the legally non-conforming luminaire conforming.
 2. If a lamp is available that makes a legally non-conforming luminaire conform or progress toward conformance to the required luminance level then such a lamp must be utilized when the lamp is replaced.

SEC. 7.102 NONRESIDENTIAL LIGHTING STANDARDS

- A. **Generally.** The maximum permitted illumination and the maximum permitted luminaire height shall conform to this Section. All light fixtures, except traffic signals, shall be located, aimed or shielded to minimize visible glare and stray light trespassing across property boundaries where a luminaire is installed.
1. **Prohibited Lighting.** Mercury vapor lighting shall not be used in any lighting plans or site installations given the comparative brightness and aesthetic quality, operational life, cost-effectiveness, and ease of disposal of other lighting types.
- B. **Fixture Type.** Light fixtures shall be full cut-off fixtures that limit lighting that is visible or measurable at the property line, thereby minimizing light trespass and reducing glare. The use of energy-efficient bulbs is encouraged.
1. Fixtures that are not full cut-off may be used only for decorative purposes provided that:
 - a. They have luminaires that produce no more than 1,500 lumens (approximately equal to a 100-watt incandescent bulb); and
 - b. They have a maximum height of 15 feet.
- C. **Maximum Freestanding Fixture Height.** No freestanding light fixture, or any lighting mounted to a structure, shall exceed a height of ~~that is 40 percent of the horizontal distance from the property line~~ or 25 feet. ~~whichever is less.~~
- D. **Maximum Illumination.** Outdoor lighting shall be designed so that:
1. The lighting is deflected, shaded, and focused away from adjacent properties and does not constitute a nuisance to such adjacent properties.
 - a. For architectural and landscape illumination, luminaires must be shielded so as to illuminate only the intended target. If not possible, then the lighting is restricted to illuminating the intended target such that no stray light passes above the horizontal plane.
 - b. For flag illumination, luminaires must be shielded so that light illuminates only the area about the flagpole, supporting structure, or projection from a structure on which the flag flies.
 - c. Spotlights and floodlights elevated above the ground on poles, buildings, or other structures and used for area lighting must be adjusted so that their axis of illumination is at an angle not greater than 20 degrees measured from the vertical line between the fixture and the ground. This does not apply to outdoor recreational facilities addressed in Section 7.103.

2. Any overspill of lighting over property lines does not exceed 0.3 foot-candle, measured vertically, and 0.3 foot-candle, measured horizontally, on adjacent properties.
3. The ground-level luminance ratio (the ratio between the luminance of the brightest point on the property and the darkest point on the property) does not exceed 12:1.
4. Activities should be conducted indoors within an enclosed structure if they require more illumination than the maximum level permitted for outdoor lighting in this Section.

For purposes of this subsection, the site boundary adjacent to a canal shall be considered 30 feet from bulkheads.

- E. **Canopy Lighting.** Canopy lighting for uses that have sheltered outside work or service areas, such as fueling stations, shall meet the standards of this Section. All luminaires shall be fully recessed into the canopy so that they cannot be viewed from off-site from an eye height of 4 feet to protect automobile drivers from glare.
- F. **Outside Wall-Mounted Lighting.** Outside wall-mounted lighting shall also comply with the standards of this Section except that lighting required by the FAA shall comply with federal standards.
 1. **Lighting Under Awnings or Overhangs.** Partially shielded, directional, wall lighting is permitted in locations beneath awnings or overhangs with a minimum depth of 48 inches and such that light does not directly radiate into the open sky and light trespass conforms to the maximum levels described in subsection 7.102.D, above.
- G. **Glare.** Glare associated with nonresidential uses shall be controlled through the following design and operational practices:
 1. **Glare from Use.** Glare from any process (e.g. arc welding or acetylene torch cutting) that emits harmful ultraviolet rays shall be performed in such a manner as not to be seen from any point beyond the property line or from any point that would create a hazard for other occupants or visitors to the property on which the activity is taking place.
 2. **Glare from Buildings and Structures.** Buildings and structures shall be designed and oriented to avoid glare that materially interferes with the safe operation of streets.
- H. **Operational Practices.** Nonresidential and multifamily uses shall implement the following practices to satisfy the purposes of this Article:
 1. **Reduced overnight lighting.** Nonresidential and multifamily uses shall reduce outdoor lighting between the hours of 11:00 PM and sunrise by turning off any non-emergency lighting. Lighting reductions are not required for any of the following:
 - a. With the exception of landscape lighting, lighting for residential properties including multiple residential properties not having common areas;
 - b. When the outdoor lighting consists of only one luminaire;
 - c. Code required lighting for steps, stairs, walkways, and building entrances;
 - d. Motion activated lighting;
 - e. Lighting governed by approval of a Specific Use Permit in which times of operation are specifically identified; or
 - f. Businesses that operate on a 24 hour basis.

2. **Automated Teller Machine (ATMs) and night depositories.** Lighting shall be fully shielded with maximum illumination of 270 watts per location plus 100 watts per additional ATM per location.
- I. **Outdoor Lighting Plan.** New nonresidential construction projects ~~with a gross floor area of 2,500 square feet or greater and any~~, new Commercial Parking Lot, Parking Structure—Incidental to Main Use, or Parking Structure—Mixed Use construction projects shall include an outdoor lighting plan. Plan Requirements:
 1. **Site Plan.** Indicating the fixture type and location of all freestanding light fixtures, canopy lighting, and any lighting mounted to a structure. Must include the height of light fixtures, distance from property lines, and the aiming and shielding details.
 2. **Maximum Illumination.** Map, diagram, or photometric survey depicting the overspill of lighting onto adjacent properties (if any) measured in foot-candles; and the ground-level luminance ratio.
 3. **Glare.** Description of the design and method of installation of light fixtures to minimize, shade, or focus light away from projecting over property lines.
 4. **Operational Practices.** Narrative or schedule describing practices that will be implemented to reduce overnight lighting.

SEC. 7.103 LIGHTING FOR OUTDOOR RECREATION

- A. **Generally.** Baseball diamonds, playing fields, driving ranges, tennis courts and similar recreation uses that remain active after sundown and have unique requirements for nighttime visibility. The standards of this Section, and not Section 7.102, Nonresidential Lighting Standards, shall apply to outdoor recreation uses.
- B. **Fixture Type.** Light fixtures for illumination of playing courts and athletic fields shall be "cut-off" fixtures that limit lighting that is visible or measurable at the property line.
- C. **Maximum Freestanding Fixture Height.** No freestanding outdoor recreation light fixture shall be greater than 80 feet in height.
- D. **Maximum Illumination.** Outdoor field and court lighting shall be designed so that:
 1. The lighting is deflected, shaded, and focused away from adjacent properties and does not constitute a nuisance to such adjacent properties.
 2. Any overspill of lighting onto adjacent properties does not exceed 0.5 foot-candles, measured vertically, and 0.5 foot-candles, measured horizontally, on adjacent properties.
 3. The installation of a landscape buffer mitigates any excessive overspill of lighting onto adjacent property beyond the limitations in subsection 7.103.D.2, above.

SEC. 7.104 SINGLE-FAMILY AND TWO-FAMILY LIGHTING

Outdoor lighting on single-family and two-family lots shall be designed so that:

- A. **Fixture Type.** Fixtures are shielded so that the light source is not visible from abutting properties, and so that the light cast on abutting properties does not exceed 0.1 foot-candles on the ground at the property line and on any window plane on the abutting property; and
- B. **Operational Practices.** Any motion sensor security lighting shall be pointed away from windows on abutting properties.

SEC. 7.105 STANDARDS NEAR BEACHES AND OPEN WATER

This Section is intended to provide special protection for beach and open water areas from excessive artificial lighting and glare, for the enjoyment and aesthetics of these resources, and to protect associated habitats and recreational activities. The standards of this Section apply to areas 50 feet landward of open water or public beach except for all permitted commercial fishing piers south of Seawall Boulevard and land south of Seawall Boulevard between 61st Street and 45th Street, 25th Street and 19th Street, and 10th Street through Stewart Beach Park. For purposes of this Section, the site boundary adjacent to a canal shall be considered 30 feet from bulkheads.

- A. **Structures On or Adjacent to Open Water.** For such structures adjacent to Residential, Multifamily, or Nonresidential uses, light trespass onto adjacent properties shall not exceed 0.1 foot-candles.
- B. **Standard for Certain Structures and Uses.** Personal boat docks, boathouses, and marinas use shall conform to the standard of this subsection and not the standard of subsection 7.105.A, above, when adjacent to a subdivision canal bulkhead structure. In such cases, light trespass onto adjacent properties shall not exceed the following maximum levels at the property line or site boundary:
 - 1. **Adjacent to Residential Use.** 0.1 foot-candles.
 - 2. **Adjacent to Multifamily or Nonresidential Uses.** 0.2 foot-candles.
- C. **Fishing Lights.** All fishing lights (free standing or mounted to a structure) over or adjacent to open water shall be no taller than 20 feet from mean high tide, fully shielded and deflected, and shaded and focused away from projecting light over property lines. The use of fully submerged lighting fixtures is encouraged.

SEC. 7.106 PUBLIC SAFETY AND PUBLIC NUISANCE

- A. **Generally.** The City may require the modification, removal, or limited operation of existing or new lighting fixtures found to be a public hazard or public nuisance according to the criteria of this Section.
- B. **Hazard.** Criteria for finding illumination to be a public hazard are as follows:
 - 1. Light trespass or glare that is sufficiently intense or contrasts excessively with surrounding illumination, regardless of the intensity of the surrounding illumination, in a manner to cause impairment of visual performance or to distract from or impair the safe operation of a vehicle.
 - 2. Light trespass or glare that impairs a person's visual performance or ability to avoid obstacles in their path.
- C. **Nuisance.** Criteria for finding illumination to be a public nuisance are as follows:
 - 1. Light trespass or glare that deprives an owner or occupant of usual and reasonable use and enjoyment of his property.
 - 2. A high frequency or duration of periods when light trespass or glare is sufficient to interrupt or interfere with usual and reasonable use and enjoyment of a property.
 - 3. Light trespass or glare that causes visual discomfort or impairment of visual performance in a manner that deprives any person from the usual and reasonable enjoyment of the public streets and properties of the City.

Division 7.200 Definitions

SEC. 7.201 DEFINITIONS RELATED TO OUTDOOR LIGHTING

Full Cut-Off means the point at which all light rays emitted by a lamp, light source, or luminaire are intercepted by a shield that prevents their continuation.

Foot-Candle means a unit measuring the amount of illumination produced on a surface. One foot-candle is the amount of illumination falling on all points which are 1 foot from a uniform point source of one candle.

Glare means brightness of intensity sufficient to cause discomfort to a viewer and reduce the ability to see and, in extreme cases, to cause temporary blindness.

Illuminance means the amount of light falling on a surface measured in foot-candles.

Lamp means a *source of light more commonly known as a bulb*.

Lumen means a unit of luminous flux. One foot-candle is 1 lumen per square foot. For the purposes of this regulation, the lumen-output values shall be the initial lumen output ratings of a lamp. The lumen rating associated with a given lamp is generally indicated on its packaging or may be obtained from the manufacturer.

Luminaire means a complete lighting unit consisting of a lamp or lamps, together with any reflectors, refractors, diffusers, baffles, lenses, or other devices to distribute the light and with parts to position and protect the lamp and to connect the lamps to the power supply. Also known as a light fixture.

Night means the period of time between 30 minutes after sunset to 30 minutes before sunrise.

Open Water means any body of water directly connected to or part of the Gulf of Mexico or Galveston Bay not including navigable canals internal to subdivisions. Open water also includes areas adjacent to Sweetwater Lake, the Crash Boat Basin, Offatts/English Bayou, and Lake Madeline.

Partially Shielded means shielding so that the lower edge of the shield is at or below the centerline of the light source or lamp to minimize light transmission above the horizontal plane.

Public Beach means all areas seaward of the dune protection line and the area south of Seawall Boulevard, west of Ferry Road.

Shielding means a physical structure intended to restrict emitted light.

ARTICLE 8. PARKING AND LOADING

Division 8.100 Purpose and Applicability

SEC.8.101 PURPOSE

A. **Purpose.** The purpose of this Article is to ensure that:

1. Adequate off-street parking is provided for uses that are permitted by these regulations.
2. Sufficient parking is provided in nonresidential areas that are near residential neighborhoods so that the character and quality of life in the residential neighborhoods are protected from overflow parking.
3. Off-street loading areas are designed so that loading-related circulation and activities do not interfere with the function of other vehicular use areas.

SEC. 8.102 APPLICABILITY

A. **Applicability.**

1. **New Development.** All new development shall provide all of the parking spaces required by a zoning district and shall comply with all other provisions of this Article.
2. **Additional Parking Demand.** Expansions to existing development and changes in use that require additional parking shall provide parking only to the extent of the new demand created by the expansion or change in use.
3. **Reduced Parking Demand.** Upon a change in use of an existing building, the new use shall not be prevented from eliminating existing parking spaces that exceed the number required for the new use.
4. **Exemptions by District.** Except as may be required for particular uses by Article 2, Uses and Supplemental Standards, no off-street parking is required for uses in the CB District. In the HI District, the off-street parking exemption is only for residential uses.
5. **Exemptions by Property.**

A. In all zoning districts that require off-street parking, such parking shall not be required on a property that meets all of the following criteria:

1. The building was constructed prior to January 1, 1968;
2. The parking requirement for the applicable land use does not exceed five parking spaces;
3. The total ~~gross~~-floor area of the land use does not exceed 2,000 square feet; and
4. The applicant has exhausted all options provided in this Article for reducing the off-street parking requirement including shared parking, off-site parking, and credit for on-street and public parking.

B. [No Parking Requirement for properties located on the 2700 block of Market \(Avenue D\), lots north on Market \(Avenue D\) between 27th Street and 26th Street and lots on the 2600 block of Mechanic \(Avenue C\). \(Ord. 16-037\)](#)

6. **Timing of Compliance.** No certificate of zoning compliance or certificate of occupancy shall be issued unless and until off-street vehicular parking is provided in accordance with this Article.

Division 8.200 Parking Calculations

SEC. 8.201 CALCULATION OF REQUIRED PARKING SPACES

- A. **Generally.** Required Parking Spaces for a particulate zoning district are identified in zoning district tables in Article 3, District Yard Setback and Setback Standards. The number of required spaces is based on one or more independent variables, which are measured as provided in this Section.
1. **Fractional Spaces.** When the number of required parking spaces results in a fractional space, the fractional space shall be rounded up to the next highest whole number.
 2. **Residential Driveways.** For a single-family or two-family residential use in any zoning district to satisfy its associated off-street parking requirement, a driveway on the same lot, whether unenclosed or enclosed by a garage or other structure, must provide a minimum area of 9 feet wide x 20 feet long per vehicle not extending over the public sidewalk outside of the or street rights-of-way and on a paved surface in accordance with Sec. 8.301, below. ~~the driveway.~~
- B. **Unlisted and Functionally Similar Uses.** A proposed use that is not listed in Table 2.201, Uses by District, shall be required to meet the parking standards of the use category or functionally similar use it is determined to be most similar.
- C. **Maximum Parking.** In addition to the minimum parking standards set out in this Section, the quantity of off-street surface parking shall also be limited to avoid excessive provision of vehicular parking, encourage shared parking arrangements, reduce the proportion of developable land devoted to parking, reduce impervious surfaces, assist with storm water management, offset the urban “heat island” effect, and encourage alternative travel. This subsection shall not apply to commercial parking lots or structures.
1. **Cap on Off-Street Parking.** For any use that must provide 50 or more off-street surface parking spaces to comply with this Article, the total number of off-street surface parking spaces provided for the use shall not exceed the applicable maximum parking limit in Table 8.201 below. The maximum parking limit shall be applied to the use before applying any available parking reductions or credits provided in this Article. Any reduced-size spaces provided for motorcycles, scooters, golf carts or bicycles as provided in this Article shall not count toward the maximum parking calculation.

Table 8.201 Cap on Off-Street Parking	
Spaces Required by this Article	Limit on Total Spaces (percent of required spaces)
50-249	125 percent
250-499	120 percent
500 or more	115 percent

2. **Parking Study Option.** A development applicant may propose a site-specific study in accordance with Section 8.202, Special Parking Studies, to demonstrate that unique characteristics of a proposed use, or mix of uses, justifies an amount of off-street parking that exceeds the established cap. Potential mitigating factors may include:
 - a. The proposed use of rooftop parking, garage parking or unenclosed parking below an elevated building to reduce the extent of parking coverage on the site;
 - b. The proposed dedication of some proportion of the off-street parking for free public parking; or
 - c. A shared parking arrangement with one or more other properties that will cause the subject property to accommodate additional parking beyond the needs of its own use(s) so as to yield a net reduction in the overall parking provided across all the participating properties.
- D. **Off-Site Parking.** Spaces needed to meet parking requirements for a use may be located off-site on a separate property provided that the most distant parking space that is located off-site is no more than 600 feet from the site, measured as a radius from property lines. Additionally, the off-site parking shall not be separated from the use by an arterial street other than Seawall Boulevard, by a limited-access highway, or by any other impediment to pedestrian circulation.
 1. **Extent of Off-Site Parking.** Up to 100 percent of the total required off-street parking spaces may be located off site. None of the required parking spaces for disabled persons shall be located off site. None of the off-site parking shall involve or displace the off-street parking required of another use except through a shared parking arrangement under this Article.
 2. **Required Pedestrian Link.** An identifiable and publicly available pedestrian connection shall exist between the off-site parking area and the use.
 3. **Agreement for Off-Site Parking.** Any proposed off-site parking arrangement and the continued availability of the dedicated parking shall be documented through a written legal agreement executed by the involved property owners. An agreement shall be reviewed by and be satisfactory to the City Attorney as to form; sufficiency and manner of execution; and shall bind all heirs, successors, and assigns. Off-site parking privileges shall continue in effect only as long as the agreement, binding on all parties, remains in force.
 - a. If there is a change in circumstances regarding the off-site parking area that displaces, reduces, or terminates the required parking, the owner of the use served by the off-site parking shall promptly notify the Development Services Director about the changed circumstances and their plans for maintaining full compliance with this Article.
 - b. Failure to notify the Development Services Director of changed circumstances or to provide the required parking within 90 days of the loss of required parking, shall be cause for initiating revocation of the certificate of zoning compliance or certificate of occupancy for the use.
- E. **Parking Spaces for Disabled Persons.** The number of parking spaces that are designed and designated for disabled persons shall comply with the requirements of the *Texas Accessibility Standards*.
- F. **Uses that Involve Fleets or Vehicle Inventory.** Uses that involve fleets of vehicles and uses that involve vehicle inventories shall provide parking for the fleet or inventory. Such parking shall not count toward the off-street parking requirements of this Section.

SEC 8.202 SPECIAL PARKING STUDIES

Generally. Some land uses have nonlinear or widely varying parking demand characteristics. This section authorizes the preparation of a parking study to identify site specific parking requirements.

A. Requirements. The special study shall provide:

1. If enough comparable cases are not available within the City, a peak parking analysis of at least five functionally comparable uses within the City or in other communities in the region as approved by the Development Services Director.
2. Documentation regarding the comparability of the referenced uses including name, function, location, floor area, parking availability, access to transportation network, use restrictions, hours of operation, and other factors that could affect the parking demand.
3. Evaluation of the implications if the applicant intends to pursue this option.

B. Conduct of Study. The special study shall be conducted by a professional engineer or by a transportation planner or architect with experience in parking analysis and planning.

1. The City may:
 - a. Retain a qualified specialist, at the applicant's expense, to prepare the special study; or
 - b. Approve the applicant's proposed specialist to prepare the special study.
2. The City Manager or designee, in consultation with the City Engineer, shall review the study findings and recommendations and either:
 - a. Accept the recommended off-street parking supply for the use, or mix of uses, and approve this amount as the site-specific requirement in satisfaction of this Article.
 - b. Request further study or clarification in case of uncertainty or disagreement with the study findings or recommendations, which may lead to the conclusion in subsection 8.202.B.2.a, above, or in subsection 8.202.B.2.c, below.
 - c. Reject the recommended off-street parking supply for the use or mix of uses and require conformance to the standard requirements of this Article, in which case the applicant may appeal the decision as provided in Section 13.900, Administrative Appeals, of these regulations.

C. Future Parking Reserve.

1. As a condition of approving a site-specific off-street parking requirement recommended by a special study, a use shall be required to reserve an open area on the site for additional parking if the Development Services Director finds that:
 - a. There is a demonstrably high probability the use could change, resulting in a higher demand for parking;
 - b. The case involves a phased development with the potential for a change in the nature or mix of uses in later phases resulting in a higher demand for parking; or
 - c. The variability in the special study justifies the reservation of additional land to mitigate a material risk that the use may be insufficiently parked.
2. If a case is not already subject to Planning Commission review, the Planning Commission shall review and approve the applicant's plan for a future parking reserve that is required under this

Section. Areas that are reserved shall be appropriately located, be of sufficient dimension to provide for the additional parking, and connect to existing parking areas. Once the development is occupied and well established, if there is a surplus of parking, the property owner or development representative may request approval for additional development capacity and parking using the reserved area.

3. An applicant may appeal the administrative findings to the Planning Commission.

SEC. 8.203 STACKING SPACES

- A. **Generally.** Uses with drive-through facilities shall provide vehicle-stacking spaces as set out in this Section and in Table 8.201, Required Stacking Spaces. Stacking spaces include the spaces at menu boards, service windows, and ATMs.

1. Size of stacking space: 8 feet wide x 18 feet long (exclusive of access drives and parking aisles).

Table 8.201 Required Stacking Spaces	
Land Use with Drive-Through	Stacking Requirement
Generally (if not listed below)	Three per drive-through lane or service window including the position at the window
Convenience stores and pharmacies	Four per drive-through lane or service window including the position at the window
Dry cleaner	Two per drive-through lane or service window including the position at the window
Financial institutions	Single drive-through lane: Six including the position at the service window/station Multiple drive-through lanes: Five per lane including the position at the service window/station ATMs: Three including the position at the ATM
Fueling stations	Three per fuel pump
Restaurants	Eight to each menu board Three between menu board and service window OR if multiple windows (for payment and then service): Four between menu board and the first window including the position at the first window Two between first and second windows including the position at the second window
Vehicle wash	Automatic washes: 5 per bay Full-service washes: 4 per bay Self-service washes: 2 per bay

SEC. 8.204 SHARED PARKING

A. **Mixed-Use Developments.** A use may provide fewer off-street parking spaces than the number of spaces required by this Article when the use is part of a mixed-use development that includes shared parking arrangements. Shared parking arrangements are encouraged by this Section as this tends to enhance the efficiency of land use and decrease impervious surfaces by capitalizing on the synergy between varied uses in close proximity that have different peak parking demand periods.

1. **Shared Parking Table.** Shared parking allows a reduction in the total number of required parking spaces when a parcel is occupied by two or more uses that typically do not experience peak parking demands at the same time. When any land or building is used for two or more use types that are listed in Table 8.204, Shared Parking Table, the minimum total number of required parking spaces may be determined by the following procedure:
 - a. Multiply the minimum required parking for each individual use type by the appropriate percentage listed in Table 8.204 for each of the designated time periods. Do not include parking spaces that are reserved for use by specified individuals or classes of individuals. Round up all fractions to the nearest whole number.
 - b. Calculate a sum for all uses for each of the five time periods. The minimum parking requirement is the highest of these sums, plus the reserved spaces, if any, that were not included in the multiplication in the first step.

Table 8.204 Shared Parking Table					
Land Use	WEEKDAY			WEEKEND	
	Night (12AM to 6AM)	Day (6AM to 6PM)	Evening (6PM to 12AM)	Day (6AM to 6PM)	Evening (6PM to 12AM)
Residential	100%	60%	90%	80%	90%
Office	5%	100%	10%	10%	5%
Commercial Retail	5%	70%	90%	100%	70%
Commercial Lodging	80%	80%	100%	50%	100%
Restaurant	10%	50%	100%	50%	100%
Commercial Amusement	10%	40%	100%	80%	100%
All others	100%	100%	100%	100%	100%

- c. The maximum reduction pursuant to Table 8.204 shall be 25 percent.
 - d. If an applicant proposes to reduce required parking through the provisions of Section 8.204, these reductions must be applied to one use within the proposed mixed-use development prior to calculating the shared parking reduction.
2. **Special Shared Parking Study.** As an alternative to the Shared Parking Table methodology, above in Table 8.204, an applicant may propose a special study to document the parking required for

mixed uses. This shall involve review of the peak parking demand periods for the proposed uses during a 24-hour weekday and each weekend day, and shall result in a proposed number of parking spaces to accommodate the combined peak hour parking demand. The study shall be conducted as provided in Section 8.201, Special Parking Studies. The study shall provide data on:

- a. The sensitivity of the proposed uses to change. For example, a center with no restaurant could have significant changes in parking if a restaurant was added.
 - b. Similar mixes of uses in other areas of the community or surrounding region.
 - c. Degree of variability of parking for individual uses including the average, range and standard deviation.
- B. **Site Under Different Ownership.** Adjoining developments with separate property ownership may propose shared parking arrangements in accordance with the purposes and procedure of subsection a., above, with the following conditions:
1. Table 8.204 shall be used to calculate the reduction in required parking to be achieved through a shared parking arrangement.
 2. A plan for interconnected parking areas shall be provided.
 3. Perpetual easements shall be recorded that provide for, at a minimum:
 - a. Cross-access among the parking areas and connections to enable parking by the different uses anywhere in the connected properties;
 - b. A pedestrian circulation system that connects uses and parking areas, making it easy and convenient to move between uses; and
 - c. Allocation of maintenance responsibilities.
- C. **Shared Alternative Parking.** The alternative parking proposed for one use may be consolidated with the alternative parking of an adjacent use if the parking location is within 150 feet of the entrance of the principal building associated with the use that would benefit from the off-site alternative parking. Such shared provision of alternative parking shall be evidenced by a written agreement executed by both property owners.

Division 8.300 Parking and Loading Design

SEC. 8.301 GENERALLY

- A. Parking lot design and construction must comply with the Institute of Transportation Engineers, Traffic Engineering Handbook, [current](#) edition, [and meet all applicable state and federal laws.](#)
- B. [Parking on private property shall be paved with asphalt, concrete, or brick except for paving in beachfront areas \(200' from LOV\) which shall be in accordance with Galveston City Code, Section 29-2. Alternative pavement method may be used when designed by a registered professional engineer and approved by the Development Services Director and City Engineer.](#)
- C. [When concrete or asphalt is used, one of the following standards at a minimum is required. Additional plans and specifications may be required as deemed necessary by the office of the City Engineer.](#)
1. [One and one half inches \(1½"\) of Type D Hot Mix Asphalt Concrete with a six inch \(6"\) Grade I crushed stone or stabilized shell or three inches \(3"\) Grade I Asphalt Stabilized Base \(Plant Mix\) or equivalent materials. The sub grade shall be compacted to 95 percent modified proctor.](#)

- 2. Four inches (4") of reinforced concrete pavement or equivalent material with #4 rebar at 16 inches on center each way. The sub grade shall be compacted to 95 percent modified proctor.
- D. Parking spaces shall be legibly marked and striped in conformance with the Institute of Transportation Engineers, Traffic Engineering Handbook, current edition.

Sec. 8.302 Parking in the Commercial District

- A. Parking in the Commercial (C) district shall be located in the rear of the building. When parking in the rear cannot be accommodated, the Director of Development Services may, on a case-by-case basis, approve an alternate parking design.

Division 8.400 Nonconforming Parking

- A. Generally.** Nonconforming parking and loading areas are subject to the regulations of this Section.
- B. Number of Parking Spaces.**
 - 1. **Building Expansions and Expansions of Existing Uses.** If an existing building or use is expanded, additional parking shall be required only in proportion to the new area of the building or use.
 - 2. **Change of Use.** If the use of a building changes, resulting in a net additional demand for parking, then the number of parking spaces provided shall be brought into conformance with the requirements of Article 8, Parking and Loading.
 - 3. **Redevelopment.** If an existing building is demolished or otherwise removed entirely from a property and a new building is constructed or another building moved to the property, parking shall be provided for the use of the new or relocated building as required by Article 8, Parking and Loading.
- C. Size of Parking Spaces and Drive Aisles; Surfacing.** Parking spaces and drive aisles shall be sized and surfaced according to the requirements of Section 8.300.
- D. Time Period for Compliance. Non-paved parking areas for required parking in existence on the effective date of these regulations (March 5, 2015) shall fully comply with Division 8.300, Parking and Loading Design, on or before December 31, 2019.

ARTICLE 9. LANDSCAPING

Division 9.100 Purpose and Applicability

SEC. 9.101 PURPOSE

- A. **Generally.** The requirements and standards set out in this Article are minimum standards and are intended to:
1. Protect and preserve the appearance and character of the community in accordance with the *City of Galveston 2011 Comprehensive Plan* and any adopted neighborhood or special area plans;
 2. Increase the compatibility of adjacent uses;
 3. Mitigate the effects of noise, dust, debris, artificial light intrusions, and other externalities created by the use of land;
 4. Promote the preservation of its healthy mature tree canopy; and
 5. Conserve water and promote the long-term viability of development landscaping by promoting the planting and maintenance of native Texas tree species and other types that are salt- and drought-resistant and resilient in a coastal environment.

SEC. 9.102 APPLICABILITY

- A. **Applicability.** Unless otherwise indicated in this Article, this Article applies in the municipal boundaries to all new development, redevelopment, or as defined by Article 11.301, Non-Conformity. This Article also applies to existing trees and landscaping where specifically indicated.
- B. **Supplemental Standards.** Additional landscaping requirements may apply to properties located within overlay zones or other designated areas as provided in Article 10, Historic, NCD, HDDZ.
- C. **Exceptions.** The application of the requirements and standards in this Article shall be excepted in the following instances:
1. When the City is enforcing watering restrictions, the installation of new or replacement of previously installed landscaping shall not be required until the expiration of watering restrictions.
 2. Following the declaration of a natural disaster event in the City, the Development Services Director may waive the requirements in this Article for installation of new landscaping for up to twelve months in the area(s) of the declared disaster.

Division 9.200 General Landscaping Requirements

SEC. 9.201 GENERAL REQUIREMENTS

- A. **Generally.** Landscaping shall consist of a combination of such material as grasses, ground covers, shrubs, vines, hedges, trees or palms.

- B. **Visibility Clearance.** Vegetation and related on-site improvements installed to comply with the requirements of this Article shall also conform to the requirements of Section 34-6, Intersection Visibility, in the *City Code of Ordinances*.
- C. **Planting within City Right-of-Ways.** In addition to the requirements of this Article, installation of landscaping within the City's right-of-ways shall meet the standards of Section 32-5(e)(2) in the *City Code of Ordinances* and any other applicable Department of Public Works standards to protect underground and overhead utilities, street/sidewalk and drainage improvements, street lighting, and be sized to maximize reduction, through shading, of the heat island effect.
- D. **Appropriateness and Quality of Plantings.** All plantings shall involve species included on a City approved plant list and also comply with the following standards:
 - 1. **Undesirable Species.** No proposed landscape material shall appear on the *Invasive and Noxious Weeds* list for the State of Texas promulgated by the United States Department of Agriculture or on the *Texas Noxious and Invasive Plants* list promulgated by the Texas Department of Agriculture.
 - 2. **Viable Material.** All plant material to be installed shall have a habit of growth that is normal for the species and, when planted, shall be of sound health, vigorous growth, and free from insect pests, diseases, and injuries.
 - 3. **Required Planting of Locally Appropriate Species.** At least 50 percent of the proposed plantings of shrubs, hedges, and trees shall be native Texas species and other types that are salt- and drought-resistant and resilient in a coastal environment.

Division 9.300 Parking Screening and Landscaping

SEC. 9.301 PARKING LOT LANDSCAPING

- A. **Applicability.** The provisions of this Section shall apply to parking lot areas providing unenclosed, off-street parking, and loading spaces for 10 or more vehicles for residential uses; two or more vehicles for nonresidential uses and mixed-use developments; and for all vehicle washes, fueling stations, and all drive-in or drive-through establishments.
 - 1. **Excluded Areas.** All parking or loading areas (not including Parking Lots, Commercial Surface Parking Areas) located within Light Industrial (LI) or Heavy Industrial (HI) Districts, which are not, in whole or in part, within 600 feet of the rights-of-way of Seawolf Parkway, Broadway Boulevard, Harborside Drive, or FM 3005 or within 300 feet of the property line of a residential use, a mixed-use development that includes residential use, or a residential zoning district boundary, measured as a radius from such a parking or loading area, shall not be required to install interior parking lot landscaping.
- B. **Rights-of-Way Screening.** Visual screening, adequate to screen parked vehicles, shall be provided between any parking or loading areas and any street rights-of-way abutting the site. Rights-of-way screening shall consist of:
 - 1. **Minimum width.** 4 feet.
 - 2. **Required Elements.** Shrubs, hedges and trees. See Table 9.302 for size and spacing requirements.
 - 3. **Fence location.** Any fencing shall be installed on the interior edge of the rights-of-way screening.

4. **Planter Boxes.** The use of planter boxes shall constitute compliance with the Article only in cases of the provision of rights-of-way screening for existing parking lots.
- C. **Interior Landscaping.** The following interior landscaping is required for [all](#) parking lots with 10,000 square feet or more of surface area, [and commercial surface parking lots not incidental to main use, irrespective of size:](#)
 1. **Landscape Islands.** Interior parking lot landscaping shall be designed so that no parking space is located more than five spaces away from a landscape island that consists of:
 - a. Minimum width: 8 feet.
 - b. Minimum square footage: 200 square feet at a depth of 3 feet = 600 cubic feet.
 - c. Required Elements: Permeable surface of ground cover or grasses and minimum of one tree in accordance with SEC 9.201.
 2. **Parking “Rooms.”** Any parking lot with more than 50 spaces shall be designed to create parking “rooms” separated by a landscaped median that consists of:
 - a. Minimum width: 8 feet
 - b. ~~Maximum~~ [Minimum](#) spaces per room: 10 spaces
 - c. Required Elements: Permeable surface of ground cover or grasses and trees. See Table 9.302 for size and spacing requirements.
- D. **Visual Screening from Residential Uses or Districts.** When any non-residential lot, tract, or parcel of land is located adjacent to an area used or zoned for residential purposes, visual screening shall be installed and maintained between the parking or loading areas and driveways, and the residential use or zoning district. The visual screening landscape strip shall consist of:
 1. **Visual Screening Landscape Strip.**
 - a. Minimum width: 4 feet
 - b. Required Elements: Solid fencing or hedges with a minimum fence height of 5 feet with hedges reaching the same height and providing a year-round visual obstruction within two years of planting.
- E. **Protection of Landscaping Areas.** All landscaping areas shall be protected from vehicular encroachment by the use of curbing or wheel stops.
 1. **Alternative Design for Drainage.** Curb lines may be interrupted to allow for storm water flows into biological treatment areas pursuant to an approved drainage plan, provided that the curb openings do not interfere with the curb’s protective function.

SEC. 9.302 PLANTING STANDARDS

- A. **Planting Standards.** All plantings in satisfaction of this Article shall comply with the standards in Table 9.302, Planting Standards, and with the requirements of Section 9.403, Continuing Care, Maintenance and Nonconforming Landscapes.

Table 9.302 Planting Standards			
Type	Characteristics	Size – Upon Planting	Arrangement / Method
Shrubs and Hedges	Non-deciduous species for hedges, from among those on the City approved plant list.	3 feet minimum prior to planting.	4 feet on center maximum spacing for shrubs. Shrubs and hedges planted and maintained to form a continuous, unbroken, solid visual screen within one year of planting. Ornamental Grasses may be used if maintained in the same way.
Trees	From among tree species on a City of Galveston approved plant list.	6 feet minimum and 30 gallon minimum container OR 1.5 inches minimum caliper	One tree for each 25 linear feet or portion thereof for large tree species and 20 linear feet for small tree species as listed in the City approved plant list, or portion thereof.
Palms	May be used in lieu of trees	6 feet of clear trunk height minimum	One palm for each 15 linear feet or portion thereof. The closer spacing is required due to the limited shade provided by Palms.
Lawn Grass	From among turf grass species on a City approved plant list.	n/a	Grass areas may be plugged, sprigged or seeded except that solid sod shall be used in swales or other areas subject to erosion.
Ground Cover	May be used in lieu of turf grass.	n/a	Shall be planted in such manner as to present a finished appearance and reasonably complete coverage within six months after planting.
Irrigation	All landscaped areas must have an irrigation plan.	n/a	An automatic drip or surface system is recommended for trees, shrubs, and groundcovers. Plans will be designed so that no irrigation water runs from the site.

SEC. 9.303 CREDITS

- A. **Rights-of-Way Landscaping:** With approval of the Director of Public Works, landscaping that satisfies the rights-of-way screening requirement for parking areas may be installed in the rights-of-way. Up to 50 percent of the minimum landscaping area requirement shall be allowed within the right-of-way. However, for planting to occur in the right-of-way, the portion of rights-of-way outside the paved street shall be at least 10 feet wide and provide a sidewalk with a minimum width of 5 feet. The Director of Public Works must determine that the condition of the existing sidewalk is acceptable. If determined to be unacceptable, the sidewalk must be repaired prior to the installation of landscaping.
- B. **Mature Tree Preservation.** Healthy, mature trees that are preserved on-site shall count as more than one tree for the purposes of landscaping requirements, as set out in Table 9.303, Mature Tree Preservation Standards.
 1. **Quality of Existing Trees.** Existing mature trees that may qualify for protection and generate landscaping credit shall:
 - a. Appear on the City approved plant list; or

- b. Be established for at least five years; and
- c. Not be:
 - i. Over mature;
 - ii. Diseased;
 - iii. Poor in form; or
 - iv. Unstable or leaning significantly.

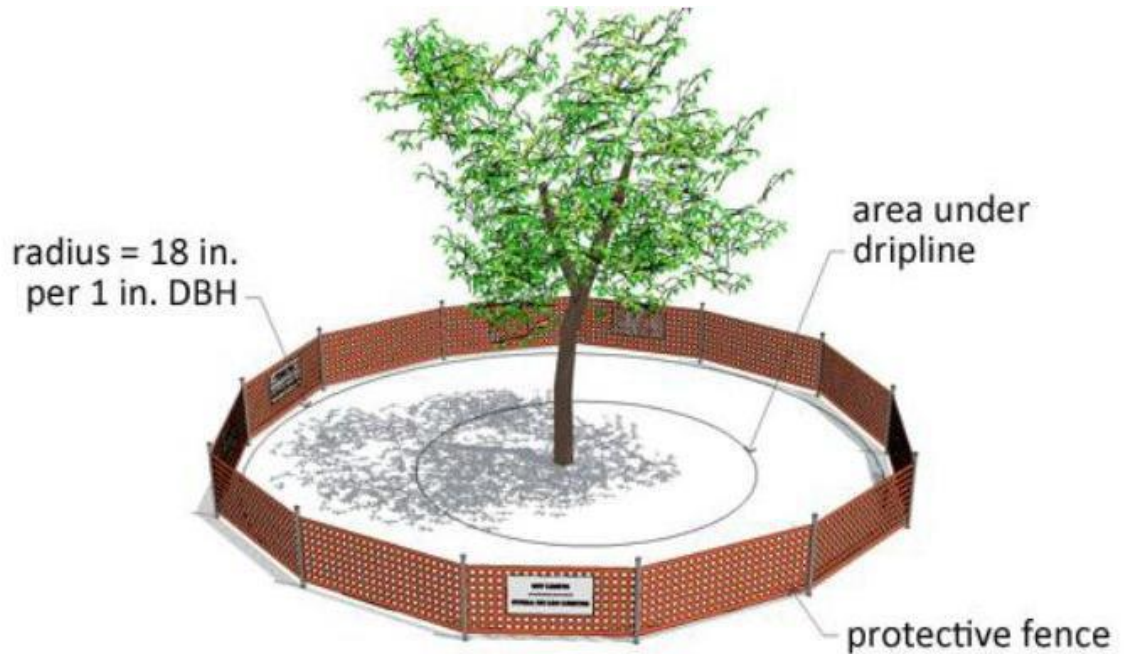
Table 9.303 Mature Tree Preservation Standards			
Diameter at Breast Height	Tree Height	Years Established	Credit
10– 15 inches	32-39 feet	15	3 new trees
+15 inches	+39 feet	+15	5 new trees
3 inches, largest stem of multi-trunked small tree species	+20 feet	15	3 new trees

- 2. **Certification of Requirements.** The requirements of Section 9.303.B and Table 9.303 shall be certified by an International Society of Arboriculture certified Arborist or degreed Forester.
- C. **Transplanting Existing Mature Trees.** Credit shall be given for mature trees that are transplanted from one part of the parcel proposed for development to another if:
 - 1. The trees are transplanted according to the American National Standards Institute (ANSI) standard for tree planting, ANSI A300 Part 6.
 - 2. A surety bond is provided that will ensure replacement of the transplanted tree with the number of new trees for which credit was given according to Table 9.303. The surety bond shall be effective for a period of two years from the date the tree is installed in its new location.
 - 3. The tree preservation credit is applied toward the requirements for the area of the parcel proposed for development in which the existing tree is planted. If there are no requirements for that area, the credit shall apply first to other areas of the parcel, and then to parking lot landscaping requirements, as applicable.

SEC. 9.304 TREE PROTECTION DURING CONSTRUCTION

- A. **Generally.** Existing trees that qualify to generate credit against landscaping requirements, as provided in this Article, shall be protected during on-site development and construction activities according to the requirements of this Section.
- B. **Identification of Protected Root Zone.** The protected root zone is the larger of:
 - 1. The area under the drip line of the tree; or
 - 2. A radius that extends from the center of the trunk 18 inches per each 1 inch of diameter at breast height (DBH) of the protected tree. See Figure 9.304, Protected Root Zone.

Figure 9.304
PROTECTED ROOT ZONE



C. Restrictions within Protected Root Zone.

1. Each protected root zone shall be barricaded during construction to prevent damage to the tree and its roots by construction equipment or soil compaction. The barricades shall be posted "Off Limits/Fuera de los Límites." A contiguous fenced area may enclose multiple protected root zones.
2. No cutting, filling, or storage of building materials or debris or disposal of wastes shall take place within a protected root zone.
3. No impervious paving shall be placed within a protected root zone.

D. Tree Care during Construction. Protected trees shall be cared for regularly during construction as follows:

1. Regular watering if rainfall is inadequate;
2. Pruning of branches that are dead, diseased, hazardous or detrimental to natural form; and
3. Fertilizing if nutrient stress is apparent.

Division 9.400 Landscape Approval and Maintenance

SEC. 9.401 LANDSCAPE APPROVAL

- A. **Generally.** The proposed landscape installation plan shall be submitted with the building permit application.

1. **Parking Area Improvements.** All proposed parking area improvements, including resurfacing and restriping, shall be reviewed by the ~~Director of Planning~~ [Development Services Director](#) or designee to confirm if any applicable requirements of this Article will be satisfied and so that a certificate of zoning compliance may be issued to the applicant.
- B. **Landscape Detail.** The proposed landscape installation shall address the elements set out in this Section that are applicable to the type of development approval sought or the conditions of the site. The Development Services Director may specify additional information as needed to verify compliance with these regulations. The Development Services Director may also specify that certain information items are not relevant or necessary for a particular case.
 1. **Minimum Required Landscape Detail.** Shall include a plan view drawing prepared at a standard scale that ensures clarity of the proposal which shall indicate:
 - a. Dimensions and surface area for each planting area including parking lot landscaping areas;
 - b. The location and quantity of trees and shrubs to be installed which shall be drawn at three-fourths of mature size and annotated with genus, species, common name, salt and drought tolerance and size at planting;
 - c. The location, quality, caliper, and protected root zone of trees that are to be preserved on the site;
 - d. The location and extent of areas of groundcover; the groundcovers, turf, seed or inorganic materials to be installed or planted; and the type of underlayment proposed to be used, if any; and
 - e. Dimensions and locations of sight distance triangles.

SEC. 9.402 INSTALLATION

- A. **Installation.** The owner, tenant, and agent, if any, shall be jointly and severally responsible for installing landscaping according to accepted commercial planting procedures with the quality of plant materials as hereinafter described. All elements of landscaping shall be installed to meet all applicable ordinances and code requirements of the City.
- B. **Time Extension.** A time extension of up to six months from the date of the certificate of occupancy shall be available for the installation of landscaping required by this Article. In such cases, a temporary certificate of occupancy shall be issued and the applicant shall provide a letter of credit, with a minimum two-year duration, in the amount of 150 percent of the bid for installation of all required landscaping. Failure to complete the installation within the time extension granted shall result in cashing of the letter of credit and shall also constitute a violation of these regulations. The funds from the letter of credit will be deposited in an account dedicated to landscaping and trees for the Parks and Recreation Department.
 1. **Phased Development.** Installation of landscaping with each phase of a multi-phase development shall be permitted provided that all landscaping required for each phase is installed concurrently with each phase, subject to potential time extensions granted under subsection 9.402.B, above. The City Attorney may require execution of a development agreement with the City to clarify phasing plans and timing, and to provide surety.

SEC. 9.403 CONTINUING CARE, MAINTENANCE AND NONCONFORMING LANDSCAPING

- A. **Maintenance Responsibility.** The owner of the lot or parcel, any tenant, or the manager or agent which may be a mandatory property owners' association if such is provided in the association's governing documents, shall be jointly and severally responsible for the maintenance of all landscape areas including abutting landscaped portions of public street right-of-ways, in compliance with all applicable ordinances and as approved at the time of the issuance of the certificate of occupancy, to maintain them in a healthy, growing, neat, and orderly condition at all times.
- B. **Maintenance Standards.**
1. All landscape areas shall be kept free from refuse and debris.
 2. All landscape areas shall be watered as needed to ensure continuous healthy growth and development.
 3. Landscape areas including landscaped portions of abutting public right-of-ways shall be pruned as needed to present a healthy, neat, and orderly appearance at all times. Topping, lion tailing, tipping, bark ripping, flush cutting, and stub cutting are prohibited for trees that are installed and maintained within a public street rights-of-way or were planted or preserved on private property pursuant to an approved landscape plan.
 4. Maintenance shall include the removal and replacement of dead, dying, or diseased plant material.
- C. **Replacement.** Replacement of required landscaping that is dead or otherwise no longer meets the standards of this Article shall occur following notification by the City. A planting plan and schedule shall be submitted within 45 days from the notification by the City. Failure to replace according to the approved planting plan and schedule shall constitute a violation of these regulations.
- D. **Utility Effects.** Nothing in this Section shall require any application or permit from any public utility provider, or any City permit to such provider, prior to removing a tree whenever the utility provider has determined the tree poses a hazard or interferes with restoration or continuation of utility services.
- E. **Nonconforming Landscaping**
1. **Nonconforming Parking or Loading Areas.** Any parking or loading area that does not conform with the landscaping requirements of Article 9, Landscaping, shall be made to conform upon:
 - a. New construction involving 100 percent structural construction if the subject parcel had no existing buildings at the effective date of these regulations;
 - b. Tear-down and 100 percent reconstruction of a building on the subject parcel;
 - c. Improvements, the cost of which are greater than 33 percent of the market value of the property; or
 - d. For commercial complexes that provide more than 75 parking spaces to serve the overall development, improvements, the cost of which equals or exceeds 10 percent of the market value of the land on the current tax role. All improvements shall be

cumulative within a 24-month timeframe. For commercial complexes that consist of multiple parcels, the required landscaping shall be installed on all parcels.

Division 9.500 Tree Preservation

SEC. 9.501 PROTECTION OF EXISTING SIGNIFICANT TREES

- A. **Generally.** Sites shall be designed to preserve existing trees and tree stands that are considered “significant” as provided in this Section. Although not included in this Section, small trees provide benefits to the community as well. Species such as Yaupon, Possumhaw, Flameleaf Sumac, Wax Myrtle, and Redbud are native to the Island and Texas and highly adapted to the coastal environment. Small trees such as these with a 3 inch diameter at breast height (DBH) of the largest stem are encouraged to be preserved and are eligible for planting credits in Table 9.303, Mature Tree Preservation Standards.

For the purposes of this Division:

1. A significant tree has a diameter at breast height (DBH) of 10 inches or greater; and
 2. A significant tree stand is a group of trees with interconnected canopies that cover a total of at least 10,000 square feet of ground area.
- B. **Removal of Significant Trees and Stands of Trees.** The City Manager or City Arborist, if applicable, may approve the removal of a significant tree or tree stand if it is demonstrated that:
1. No reasonable alternative site design at the same development intensity could be approved that:
 - a. Would preserve the tree(s);
 - b. If large-scale preservation is not possible, would preserve the largest of the trees; or
 - c. If protection of the largest tree(s) is not possible, would preserve a greater number of trees than the proposed development design.
 2. It is located within 10 feet of an approved building footprint of new construction or addition;
 3. It is located within 6 feet of a utility easement and would interfere with the use of the easement as determined by the City Engineer;
 4. It is located within 8 feet of an approved outdoor recreation area that by its nature requires the removal of the trees, such as ball fields;
 5. It is ordered removed by the City Manager for other emergency reasons; or
 6. It is certified to the City by an International Society of Arboriculture Certified Arborist or degreed Forester as having one or more of the following conditions:
 - a. Unhealthy or structurally unsound;
 - b. Damaged by natural causes beyond the point of recovery;
 - c. Diseased beyond the point of recovery;
 - d. Poses a threat to the public and must be removed as a safety measure; or
 - e. No longer living.

- C. **Removal of Tree Stands.** Tree stands may be located across multiple parcels. In the event of an approved removal of a portion of a tree stand, the owner is encouraged to coordinate with adjacent property owners in order to reduce negative effects to the overall tree stand.
- D. **Exempted Trees.** Trees of any size that appear on the *Invasive and Noxious Weeds* list for the State of Texas promulgated by the United States Department of Agriculture or on the *Texas Noxious and Invasive Plants* list promulgated by the Texas Department of Agriculture are exempted from this Section and may be removed. Identification by an International Society of Arboriculture Certified Arborist and/or degreed Forester is recommended.

SEC. 9.502 TREE REPLACEMENT

- A. **Generally.** The removal of significant trees or tree stands must be mitigated. All requests for the removal of significant trees or tree stands shall be accompanied by a tree mitigation plan. Mitigation shall be achieved by the planting of the same number of caliper inches removed, payment to the tree mitigation fund, or combination thereof.
- B. **Tree Replacement Required.** Significant trees or tree stands that are approved for removal shall be replaced based on one caliper inch of tree planted for one caliper inch of tree removed. All replacement shall occur on the property on which the removal occurred. All new tree species shall be from among tree species on a City approved plant list.

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

- C. **Tree Mitigation Fund.** In lieu of the tree replacement requirements, mitigation may be achieved through the contribution to an account dedicated to landscaping and trees for the City. The mitigation amount shall be established by the City Council as part of the annual budget process:
 - 1. \$125 per caliper inch of tree removed for 10 inch DBH to 12 inch DBH caliper trees.
 - 2. \$200 per caliper inch of tree removed for over 12 inch DBH caliper trees.
- D. **Combination.** Mitigation may be achieved through a combination of tree replacement and payment to the tree mitigation fund provided that the total of caliper inches approved for removal are mitigated.

ARTICLE 10. ZONING AND OVERLAY DISTRICT STANDARDS

Division 10.100 Galveston Landmarks, Historic Overlay Districts

SEC. 10.101 PURPOSE

Galveston is known nationwide for its historic architecture, cultural and historical traditions, and for the preservation of its historical, cultural, and architectural resources. Galveston's unique character has proven increasingly attractive to residents, business interests, and visitors to the City, positively affecting the community.

SEC. 10.102 HISTORIC DESIGNATIONS

Properties may be designated individually as a Galveston Landmark (GL) or collectively as a Historic Overlay District (HOD). Following designation as a GL or a HOD, affected property owners shall comply with the requirements of this Division, other ordinances of the City, and the City of Galveston *Design Standards for Historic Properties (Historic Design Standards)*, which are maintained by the Historic Preservation Officer.

- A. **Galveston Landmarks.** This designation may be applied to a structure, object, site, or building that is at least 50 years old and is deemed to have historic significance in accordance with the criteria in Section 10.104.A, below.
- B. **Historic Overlay District.** This designation establishes a historic district encompassing historic, contributing and non-contributing structures. Areas within a HOD retain their underlying zoning designation for land use and the overlay requires conformance to the *Historic Design Standards*.

SEC. 10.103 PROHIBITED ACTIONS

All properties designated GL under this Division and properties located within a HOD are subject to the requirements of this Article and the *Historic Design Standards*.

SEC. 10.104 CRITERIA FOR HISTORIC DESIGNATION

In evaluating proposed designations under this Division, the Landmark Commission shall consider the criteria provided in this Section.

- A. **Criteria for Galveston Landmarks.** In determining if a GL designation should be made, the Commission shall consider the following elements, one or more of which may be found sufficient for designation:
 - 1. Character, interest, or value as part of the development, heritage, or cultural characteristics of the City, Galveston County, the State of Texas, or the United States;
 - 2. Recognition as a recorded Texas Historic Landmark, National Historic Landmark, or entry in the National Register of Historic Places;

3. Association with events that have made significant contributions to the broad patterns of local, regional, state, or national history;
 4. Association with the lives of people significant in the City, region, state, or national past;
 5. Distinctive characteristics of a period or method of construction, or architecture, representative of, or a rare survivor of, the work of a master designer, builder, or craftsmen;
 6. Retention of elements that have yielded, or may be likely to yield, important information about local, regional, state, or national prehistory or history;
 7. Retention of interim physical alterations that themselves form an important part of the building's history;
 8. Representative of an established and familiar visual feature of a neighborhood, community, or city;
 9. Retention of historic integrity, meaning that the property possesses several, and usually most of the following aspects of integrity:
 - a. Location;
 - b. Design;
 - c. Setting
 - d. Materials;
 - e. Workmanship;
 - f. Feeling; or
 - g. Association.
 10. Likelihood of the continuation of a building's historical use or its potential adaptation for new uses without the need for major intervention that could seriously damage its historic character and integrity;
 11. Likelihood of preserving a building or structure with significant architectural value or is the surviving structure most importantly associated with a historic person or event even though the building or structure is no longer in its original location;
 12. Opportunity to preserve a reconstructed building that was accurately executed in a suitable environment and presented in a dignified manner as part of a restoration master plan and when no other building or structure with the same association has survived;
 13. Opportunity to preserve a property that is primarily commemorative in intent but reflects an age, design, tradition, or symbolic value that has invested it with its own historical significance; or
 14. Opportunity to preserve a property that is of exceptional importance although this significance was achieved within the last 50 years.
- B. **Criteria for Historic Overlay Districts.** In determining if a historic overlay district should be established or amended, the Commission shall consider:
1. The same criteria as provided for GL in subsection 10.104.A, above, applied to the proposed area;

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

SEC. 10.105 DESIGNATION PROCEDURES

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

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

Process Step	Galveston Landmarks	Historic Overlay Districts
Planning Commission	1. Planning Commission conducts a public hearing and considers the application, its consistency with the <i>City of Galveston 2011 Comprehensive Plan</i> and other relevant neighborhood or community plans, and the recommendation of the Landmark Commission. a. Applicants may appear before the Planning Commission in person or by agent and shall furnish the Officer all plans, specifications, drawings, renderings, and designs necessary for the Commission to render a final decision. b. The Commission shall, in an open meeting, recommend approval or denial of the application for designation as a GL. If the Commission recommends denial of the application, the Commission shall state the reasons why it recommended denial. 2. Following a final recommendation by the Commission, Officer schedules a public hearing before the City Council and provides notices of the public hearing in accordance with Section 13.308, Public Notice.	Same as for GLs .
City Council	1. City Council conducts a public hearing and considers the application and the recommendations of the Landmark Commission and Planning Commission. a. Applicants may appear before the Council in person or by agent and shall furnish all plans, specifications, drawings, renderings, and designs necessary for the Council to render a final decision. b. The Council shall, in an open meeting, either approve or deny the application for designation as a GL. The decision of the Council shall be final.	Same as for GLs .
Recordation	1. Upon designation of a GL, the City Council shall cause the designation to be recorded in: a. The official public records of real property of Galveston County; and b. The official zoning maps of the City and reflected in the associated zoning designations for individual properties.	Upon City Council adoption or amendment of a HOD, the City Council shall cause the designation to be recorded in the official zoning maps of the City of Galveston and reflected in the associated zoning designations for individual properties.

SEC. 10.106 CERTIFICATE OF APPROPRIATENESS

A. When Required.

1. **Galveston Landmarks.** A person shall not alter, change, relocate, or demolish a GL without first obtaining a certificate of appropriateness from the Landmark Commission in accordance with this Section and the regulations contained in all applicable ordinances or by obtaining administrative approval from the Officer for eligible activities as provided in Section 10.104.A, Criteria for Galveston Landmarks.

2. **Historic Overlay Districts:** A person shall not build, reconstruct, alter, change, relocate, or demolish a structure or building in a HOD without first obtaining a certificate of appropriateness from the Commission in accordance with this Section and the regulations contained in all applicable ordinances or by obtaining administrative approval from the Officer for eligible activities as provided in Section 10.104.A, Criteria for Galveston Landmarks.
 3. **Exception:** A certificate of appropriateness shall not be required for ordinary repair or maintenance of any exterior architectural feature of a Galveston Landmark provided such repair or maintenance does not involve a change in design, material, or outward appearance. In-kind replacement or repair shall be considered ordinary repair or maintenance.
- B. **Application.** The Officer shall provide application forms for a Certificate of Appropriateness. The applicant shall submit a complete application including all applicable documents and fees to the Officer.
 - C. **Review of Application.** The Officer shall review the submitted application and all documents and determine if additional information is required. Upon receiving all information necessary to constitute a completed application in accordance with Section 13.304, Application Completeness Review, the Officer shall handle the application administratively, if allowed, or forward the application to the Commission for consideration at its next regularly scheduled meeting, unless a special meeting is called.
 - D. **Administrative Review by Historic Preservation Officer.** The Officer may act on applications that are eligible for administrative approval and shall approve an application only after finding that the proposed activity is in compliance with the *Historic Design Standards*. The Officer, at his sole discretion, may refer any application eligible for administrative approval to the Commission for review and decision.
 - E. **Review by Landmark Commission.** The Commission shall conduct a public hearing and consider an application it is required or requested to hear following receipt of a complete application by the Officer and after the Officer provides the Commission any review comments or questions. Applicants may appear before the Commission in person or by agent and shall furnish the Officer all plans, specifications, drawings, renderings, and designs necessary for the Commission to render a final decision.
 - F. **Decision by Landmark Commission.** The Commission shall, in an open meeting, approve, approve with conditions or deny the certificate of appropriateness. If the Commission denies an application, the Commission shall state the reasons for the denial.
 1. **Consistency with Historic Design Standards for Approval:** To approve an application, the Commission must find that the proposed activity is in compliance with the *Historic Design Standards*.
 2. **Approval with Conditions:** The Commission may impose conditions of approval that are necessary to meet the intent of the *Historic Design Standards*.
 3. **Required Denial:** The Commission shall deny the application if it finds that the proposed work will have an adverse effect on:
 - a. The external architectural features of the GL;

- b. The external architectural features of the properties in the block or in the historic overlay district as a whole; or
- c. The future preservation, maintenance or use of the GL or of the properties within the HOD.

SEC. 10.107 DEMOLITION

A person shall not demolish or cause the demolition of a GL or a structure of any size or kind located within a HOD without securing approval as required by this Section. Review and permitting is an important element of achieving the goals of the *City of Galveston 2011 Comprehensive Plan*, but the demolition review and permitting process shall not be used to block demolition of structures without historic significance.

This Section does not affect the authority of the City to regulate, repair, demolish, or require corrective action to substandard buildings and dangerous structures. The Landmark Commission shall not deny a request for demolition of a structure that the City has determined to be structurally deficient.

- A. **Applicability.** The provisions in this Section apply to any structure designated as a GL or any structure in a HOD. They do not apply to properties in Neighborhood Conservation Districts (NCDs).
- B. **Application for a Certificate of Appropriateness to Demolish a Historic or Contributing Structure.** A property owner seeking demolition of a structure designated as a GL or of a structure in a HOD that the Officer determines is a contributing property shall submit to the Officer an application for a certificate of appropriateness requesting approval for demolition of the structure. The application shall include but may not be limited to all of the following:
 - 1. **Signatures of All Property Owners.** The application must be signed by all owners of the property.
 - 2. **Affidavits.** One or more affidavits in which:
 - a. The applicant swears or affirms that all information submitted in the application is true and correct; and
 - b. The owner(s) swears or affirms that they are the owner(s) of the subject property and that there are no other owner(s) of the property.
 - 3. **Statement of Reasons.** A statement of the reasons that the demolition is being sought and documentation in support of each reason cited.
 - 4. **Burden of Proof.** The applicant has the burden of proof in presenting all necessary facts and documentation to warrant approval of the application.
- C. **Procedure for Reviewing Proposed Demolitions.** The Officer shall review and act on all applications for demolition as specified in this Section. A building that is designated as a GL or that is classified as a contributing structure in a HOD shall not be demolished unless the Commission determines that preventing demolition would cause an economic hardship upon the owner. The following steps shall be completed to determine the appropriateness of a proposed demolition:
 - 1. **Confirm Historical Significance.** The Officer shall confirm whether the building is historically significant. In evaluating significance, the Officer shall determine if the building

is a designated GL it is considered to be a contributing structure to the district in that it meets the criteria for designation in Section 10.104, Criteria for Historic Designation or that it is listed as such in an officially adopted survey of historic resources.

Additionally, the Officer shall determine if the building retains historic integrity as defined in Section 10.104.A.9. If the building is confirmed as a designated GL or a contributing structure within a HOD, the Officer shall consider if there is any new information that would alter the building's status as a historic resource.

2. **Input from Other Parties.** The Officer may consult with other persons or entities including but not limited to the City departments, Texas Historical Commission, and local non-profit entities focused on historic preservation. Additionally, these agencies and entities may submit information to the Officer pertaining to a demolition request.
3. **Timing of Review Procedure.** Upon the filing of a complete application, the Officer shall attempt to conclude the review process under this subsection within 60 days from the date the complete application was received. An application shall not be deemed complete until the applicant has provided the Officer all requested information in accordance with Section 13.304, Application Completeness Review. In some cases, more time may be necessary to obtain information necessary to the significance determination from the applicant or other sources, and the applicant will be advised of this.
4. **Result of Significance Determination.** Following the review of the application materials submitted under Section 10.107.B, above, and the information gathered under this subsection, the Officer may:
 - a. Determine that the building lacks historic significance in which case a certificate of appropriateness for demolition may be issued; or
 - b. Determine that the building has historic significance in which case a certificate of appropriateness for demolition shall not be issued.

The Officer may refer any determination regarding historical significance or the appropriateness of proposed demolition to the Landmark Commission for review and decision.

5. **Appeal and Economic Hardship Options if Disapproved.** The owner may appeal a disapproval decision by the Officer to the Commission as provided in Section 10.110, Appeals. The owner also may request a determination of economic hardship as provided in subsection 10.107.E, below, which may provide a basis for demolition to proceed.
- D. **Delay of Demolition.** When the City determines that a structure designated as a GL or a contributing structure in a HOD is structurally deficient, the Landmark Commission may request that the Building Official or Building Standards Commission delay a demolition order for the purpose of seeking an alternative to demolition in such cases.
- E. **Claim of Economic Hardship.** After denial of a certificate of appropriateness for demolition under this Section, an applicant may commence the hardship process. No building permit or demolition permit shall be issued unless the Commission finds that a hardship exists.
1. **Burden of Proof.** When a claim of economic hardship is made due to the effect of this Section, the owner must prove that:

- a. He cannot realize a reasonable rate of return on the property unless the demolition is allowed regardless of whether the return realized is the most profitable return;
 - b. The structure cannot be adapted for any other use that would result in a reasonable rate of return on the property; and
 - c. He has failed during the last two years to find one or more purchasers or tenants for the property that would enable him to realize a reasonable rate of return on the property.
2. **Good Faith Efforts.** The applicant shall consult in good faith with the Commission, Officer, local preservation groups and interested parties in a diligent effort to seek an alternative that will result in preservation of the property. Such efforts must be shown to the Commission.
3. **Required Information.** An applicant claiming an economic hardship shall submit the following information to the Officer. If any of the required information is not reasonably available to or otherwise cannot be obtained by the applicant, he shall describe the reasons. The Commission may specify that certain information items are not relevant or necessary for a particular case.
- a. Nature of ownership (individual, business, or non-profit) or legal possession, custody and control.
 - b. Amount paid for the property, date of purchase, or other means of acquisition of title such as gift or inheritance and the party from whom purchased or otherwise acquired including a description of the relationship between the owner and the person from whom the property was purchased.
 - c. Financial resources of the owner and any parties in interest.
 - d. Drawings, photographs, or written descriptions depicting the current condition of the structure.
 - e. Assessed value of the land and improvements according to the two most recent assessments.
 - f. Real Estate taxes for the previous two years.
 - g. Verification of the presence or absence of a lien against the property from any agency.
 - h. Current fair market value of the structure and property as determined by an independent licensed appraiser.
 - i. All appraisals obtained by the owner or prospective purchasers within the previous two years in connection with the potential or actual purchase, financing, or ownership of the property.
 - j. Any listing of the property for sale or rent, price asked, and any offers received within the previous two years.
 - k. If the property is income-producing:
 - i. Annual gross income from the property for the previous two years;
 - ii. Itemized operating and maintenance expenses for the previous two years, including proof that adequate and competent management procedures were

- followed including but not limited to assurance of regular maintenance and inspection intervals of the property;
- iii. Annual cash flow, if any, for the previous two years and proof that efforts have been made by the owner to obtain a reasonable return on his investment based on previous service;
- iv. All capital expenditures during the current ownership;
- v. Annual debt service, if any, for the previous two years; and
- vi. Two separate detailed cost analyses conducted independently by contractors registered with the City who are proficient in rehabilitation and repair of historic structures that estimate the cost of making the building structurally sound and safe for use or occupancy.
- vii. A restoration study of the structure performed by a licensed architect that analyzes the feasibility of restoration or adaptive reuse of the structure.

4. Review and Determination by Landmark Commission.

- a. The Officer shall submit the claim for economic hardship to the Commission a minimum of 30 days before the Commission considers the claim. The Commission may require the applicant to furnish such additional information that the Commission finds to be relevant to its determination of the claim.
- b. The Commission shall conduct a public hearing and consider the claim no later than the 30th day following receipt of all the requested information. Applicants may appear before the Commission in person or by agent. Notices of all public hearings shall be in accordance with Section 13.308, Public Notice.
- c. The Commission shall attempt to render a final decision on the claim of economic hardship not later than the 60th day following the day of the public hearing. The Commission may decide or the applicant may request to continue consideration of a claim of economic hardship to a later meeting, which shall be done in accordance with Section 13.311, Continuances and Withdrawal.
- d. The Commission shall, in an open meeting, approve, approve with conditions or deny the claim of economic hardship. If the Commission denies an application, the Commission shall state the reasons for the denial. The Commission shall consider all of the following in making its decision:
 - i. The conditions the owner is required to prove under subsection 10.107.E.1, above.
 - ii. Whether the cost of restoration or repair would render the property incapable of earning a reasonable return, taking into account guidance in the *Historic Design Standards* for evaluating the reasonable cost of maintenance and rehabilitation needs including possible use of alternative materials or treatments and the potential for identifying locations on individual buildings where more flexibility in meeting the standards may be granted.
 - iii. The interest of preserving historic values will not be adversely affected or can be best served by such demolition.

- F. **Issuance of Demolition Permits.** If the Officer makes a finding of no historical significance and approves an application for demolition or if the Commission allows a demolition to proceed based on a successful claim of economic hardship and no appeal is made in accordance with this Division or other applicable law, the Building Official may issue a demolition permit if all other requirements pertaining to demolition are met. Nothing contained herein shall be construed to relieve the applicant of the necessity of obtaining any and all other permits required by the City or other agencies.
- G. **Successive Applications.** If an application for a certificate of appropriateness to demolish a structure is denied, an application that is substantially similar to the denied application shall not be accepted for one year from the date of the final decision unless the Commission waives the time limitation because the Commission finds that there are changed circumstances regarding the property that warrant a new hearing.

SEC. 10.108 PROCEDURE TO ADDRESS DEMOLITION BY NEGLECT

- A. **Documentation of Neglect.** The Officer and the Building Official shall document evidence of disrepair or neglect on designated GLs and contributing properties located within a HOD.
- B. **Notification of Property Owner.** If the disrepair or neglect does not rise to a level that warrants the Building Official's intervention, the Officer shall notify the property owner in writing, informing the owner of the specifics of the alleged deterioration and requesting that the owner appear before the Landmark Commission within 45 days of the date of the notification. The notification shall be provided to the owner either personally or by regular mail.
- C. **Hearing.** The Commission shall conduct a hearing in accordance with the procedures in Section 13.309.D.1 and 2. The purpose of the hearing is to enable the Commission to make a fuller and more accurate determination of the existence and degree of deterioration and the urgency for corrective action. The owner may appear before the Commission in person or by agent.
- D. **Required Action Upon Finding of Demolition by Neglect.** If the Commission determines that the deterioration has produced a detrimental effect on the historic integrity of the property, the Commission may order the owner to cure the deterioration by repair or other appropriate actions within a reasonable time period. If required by this Division, the owner must obtain a certificate of appropriateness for making the necessary repairs to correct the deterioration.
- E. **Claim of Economic Hardship.** Upon receiving a notification or corrective order under this Section, the property owner may make a claim of economic hardship through the procedure provided in Section 10.107.E, in which case the corrective order issued under this Section shall be stayed until the Commission makes its determination on the claim.
 - 1. **Corrective Order if Claim Unsuccessful.** In the event of a finding of no economic hardship, the Commission may direct the Officer to proceed with a corrective order as provided under this Section. The Commission may direct the Officer to coordinate with the property owner on a compliance plan and schedule to address the detrimental deterioration that is the focus of the corrective order.
 - 2. **Potential Voluntary Measures if Claim Successful:** In the event of a finding of economic hardship, the Commission may recommend options for addressing the detrimental deterioration while relieving the economic hardship, and the Officer may also recommend voluntary actions the property owner may take to address the detrimental deterioration.

SEC. 10.109 EMERGENCY PROCEDURES

- A. **Immediate Repair.** If a GL is damaged and the Officer determines additional deteriorations likely to occur without immediate repair, the Officer may authorize the property owner or agent on behalf of the property owner to take temporary measures to stabilize and protect the structure. In such cases, the property owner or agent on behalf of the property owner shall apply for a certificate of appropriateness within 10 days of completion of the emergency corrective measures. The corrective measures authorized under this subsection shall not permanently alter the architectural features of the Landmark.
- B. **Emergency Demolition.** If, in the opinion of the Building Official, a GL or a structure located within a HOD exhibits unsafe and dangerous conditions, poses a fire hazard or other public health or safety risk, and such danger or hazard is so great and so immediate that time normally taken for evaluation of the structure or consideration by the Landmark Commission should be circumvented to prevent immediate and substantial harm to persons or property, the Officer is authorized to approve emergency demolition or removal of specific structural features that are the source of danger or hazard upon finding both of the following in consultation with the Building Official:
1. The structure to be demolished or the structural features to be removed, endanger public health, or safety due to the risk of immediate:
 - a. Physical damage to adjacent properties or structures from potential structural collapse or from pieces of the structure becoming detached and falling or blowing from the structure due to advanced deterioration or a serious state of disrepair;
 - b. Encroachment into or physical damage within abutting public right-of-ways due to the conditions described in item 10.109.B.1.a, above; or
 - c. Physical damage to public infrastructure, utilities, or other public facilities, and
 2. There is no reasonable way, other than demolition or removal of specific structural features to eliminate the immediate threat.

If the Officer is not able to make both required findings above, then the procedure in Section 10.107.C, Procedure for Reviewing Proposed Demolitions, for evaluating proposed demolitions shall be followed expeditiously.

The Officer shall give required notices to the property owner of any public hearings, public meetings, and final determination made under this subsection by the Commission. The Officer may invoke the emergency provisions of this Section if structural conditions change such that immediate and substantial harm is anticipated.

SEC. 10.110 APPEALS

Decisions made by the Landmark Commission or the Officer may be appealed as provided in this Section. Appeals may follow from decisions involving proposed certificates of appropriateness for activities addressed by Section 10.106, Certificate of Appropriateness, and for demolition of a structure under Section 10.107, Demolition, and from decisions related to claims of economic hardship under Section 10.107.E, Claim of Economic Hardship.

- A. **Appeals to Landmark Commission.** The applicant or any person aggrieved by an administrative determination made by the Officer may appeal the Officer's decision to the Commission.

- B. **Appeals from Landmark Commission.** The applicant or any person aggrieved by a decision made by the Commission may appeal the Commission's decision to the Zoning Board of Adjustment.
- C. **Timing of Procedure for Appeal.** The party appealing a decision must submit a written request for appeal to the Officer not later than the 10th day following the date of the Commission's or the Officer's decision. Appeals shall be processed and decided in accordance with Division 13.900, Administrative Appeals.

Division 10.200 Neighborhood Conservation Districts

Galveston is home to many unique and distinctive residential neighborhoods that contribute significantly to the overall character and identity of the City. These neighborhoods are worthy of preservation and protection but may lack sufficient historical, architectural, or cultural significance to be regulated as historic districts. Designation as a Neighborhood Conservation District (NCD) offers neighborhood control and input and shall follow the procedures in this Division and the procedures for a rezoning as provided in Division 13.600, Map Amendments. Following approval by City Council, NCDs will be subject to a neighborhood-specific plan and neighborhood design standards in addition to any standards contained in this Division.

SEC. 10.201 PURPOSE

The purposes of a NCD are to:

- A. Protect and strengthen desirable and unique physical features, design characteristics, and recognized identity and charm;
- B. Promote and provide for economic revitalization;
- C. Protect and enhance the livability of the City;
- D. Reduce conflict and prevent blighting caused by incompatible and insensitive development, and to promote new compatible development;
- E. Stabilize property values;
- F. Provide residents and property owners with a planning tool for future development;
- G. Encourage and strengthen civic pride; and
- H. Ensure the harmonious, orderly, and efficient growth and redevelopment of the City.

SEC. 10.202 CRITERIA FOR NEIGHBORHOOD CONSERVATION DISTRICTS

In determining if an NCD overlay should be established or amended, the Landmark Commission shall consider the following:

- A. **Size Requirements.**
 - 1. The area contains a minimum of three contiguous, full city blocks or six contiguous blockfaces unless there are unique and compelling circumstances for the designation.
 - 2. Additions to existing NCDs:
 - a. Contains a minimum of one blockface;
 - b. May be non-contiguous;

- c. Is within the same neighborhood boundaries as the existing NCD, as defined by the City's neighborhood planning areas map; and
 - d. Possesses the same distinctive features as the existing NCD.
- 3. Requests for the establishment of a new NCD adjacent to an existing NCD must demonstrate distinctive features that warrant the establishment of a new district rather than incorporation into an existing district.
- B. **Age of Improvements.** At least 75 percent of the land area in the proposed district was improved at least 25 years ago. Improved is defined as the construction of a main habitable structure and is not defined as an accessory structure, fence, swimming pool, or other similar item.
- C. **Distinctive Features.** The area possesses one or more of the following distinctive features that create a cohesive identifiable setting, character, or association:
 - 1. Scale, size, type of construction, or distinctive building materials;
 - 2. Spatial relationships between buildings;
 - 3. Lot layouts, setbacks, street layouts, alleys, or sidewalks;
 - 4. Unique natural or streetscape characteristics such as parks, gardens, or street landscaping;
 - 5. Land use patterns including mixed or unique uses or activities; or
 - 6. Abuts or links designated historic landmarks or districts.

SEC. 10.203 PROCEDURES FOR NEIGHBORHOOD CONSERVATION DISTRICTS

- A. **Initiation.** A rezoning application for designation as a NCD may be initiated as follows:
 - 1. **Property Owners.** A petition may be submitted by:
 - a. Property owners representing 51 percent of the land area within the proposed district; or
 - b. 51 percent of property owners within the proposed district.
 - 2. **Landmark Commission, Planning Commission, or City Council.** If the designation is initiated by the City, the Development Services Director shall arrange for:
 - a. Provision of a minimum of two notices, either hand delivered or mailed, to all affected property owners and tenants advising of the City's interest in designation of an NCD incorporating their property, inviting their participation, and advising of meeting times and dates; and
 - b. A minimum of two public forums, conducted by the Department of Planning with the affected property owners and tenants; and
 - c. Except as modified by this Section, NCD designations shall follow all the procedures for a rezoning as provided in Division 13.600, Map Amendments.
- B. **Neighborhood Conservation Plan.** Upon receipt of a petition or conclusion of the public forums, the Department of Planning shall develop a Neighborhood Conservation Plan (NCP) for the proposed district. All property owners within the proposed district shall be afforded

the opportunity to review and comment on the NCP, which shall be included as part of the ordinance creating an NCP. The NCP shall include, at a minimum:

1. Maps indicating boundaries, age of structures, and existing land use within the proposed district;
2. Maps and other graphic and written materials identifying and describing the distinctive neighborhood and building characteristics of the proposed district;
3. A list of all property owners with legal addresses, neighborhood associations, or other organizations representing the interests of property owners in the proposed district; and
4. Design standards for new construction of any building or structure, the relocation of any building or structure, or rehabilitation to the street facade of an existing building or structure.

C. **Neighborhood Design Standards.** The NCP shall include NCDs.

1. **Ordinary Repair and Maintenance Exempted.** The NCP shall not include provisions applying to those activities that constitute ordinary repair and maintenance, such as using the same material and design.
2. **Minimum Required Elements.** The NCD for each NCP must include or note the inapplicability of the following elements governing the physical characteristics and features of all property, public or private, within the proposed district:
 - a. Building height and number of stories;
 - b. Building size and massing;
 - c. Building relocation (in, out, and within district);
 - d. Front, side, and rear yard setbacks;
 - e. Lot size and coverage;
 - f. Off-street parking and loading requirements;
 - g. Paving and hardscape covering;
 - h. Principal elevation features; and
 - i. Roofline and pitch.
3. **Additional Elements.** The NCDs may also include but shall not be limited to the following elements:
 - a. Common architectural style and details;
 - b. Building materials;
 - c. Building orientation;
 - d. Density;
 - e. Driveways, curbs, and sidewalks;
 - f. Entrance lighting;
 - g. Fences and walls;
 - h. Floor area ratio;

- i. Garage entrance location;
 - j. General site planning;
 - k. Landscaping;
 - l. Right-of-way;
 - m. Signage;
 - n. Street furniture;
 - o. Solar systems, components;
 - p. Utility boxes and trash receptacles; and
 - q. Window/dormer size and location.
4. **Modifications.** Modifications to the Neighborhood Design Standards for an NCD shall be approved by City Council and may be initiated as follows:
- a. A petition may be submitted by:
 - i. Property owners representing 51 percent of the land area within the designated district; or
 - ii. 51 percent of the property owners within the designated district.
 - b. The City Council may initiate modifications, in which case the Development Services Director shall arrange for the same notices and public forums as under Section 10.203.A.2, above, for original designation of the NCD.

SEC.10.204 DEMOLITION OF STRUCTURES IN EXISTING NEIGHBORHOOD CONSERVATION DISTRICTS

Proposed demolitions in NCDs established prior to the adoption of these regulations on October 30, 2014 are subject to Landmark Commission review and approval only if the Development Services Director finds reasons for potential disapproval in which case the proposed demolition shall be referred to the Commission for review and decision. The proposed demolition shall not be prohibited unless the Officer determines that the structure has historic significance and recommends that the Commission initiate the designation procedure for a GL in Section 10.105, Designation Procedures.

SEC. 10.205 ADMINISTRATION AND APPEALS

Details of administration for each NCD may be spelled out in the ordinance approving a specific NCD. The following general provisions apply, unless otherwise stated in the adopting ordinance.

- A. **Neighborhood Ordinance Administration.** No building permit shall be issued by Building Official for demolition, relocation, new construction, or an alteration or addition to the street facade of an existing building or structure within a designated NCD without the submission and approval of design plans and the issuance of a certificate of zoning compliance by the Director of Planning.
- B. **Appeals.** An applicant may appeal a decision of the Development Services Director or the Officer to the Zoning Board of Adjustment. The party appealing a decision must submit a written request for appeal to the Development Services Director not later than the 10th day

following the date of the Director's or the Officer's decision. Appeals shall be processed and decided in accordance with Division 13.900, Administrative Appeals.

Division 10.300 Height and Density Development Zone (HDDZ)

SEC. 10.301 PURPOSE

- A. The purpose of this HDDZ is to create new prescriptive development standards for key areas of the city in order to:
 - 1. Promote development and redevelopment that is compatible in height, mass, and scale with surrounding neighborhoods and preserves view corridors and access to Gulf of Mexico breezes;
 - 2. Promote development and redevelopment that meets community objectives and supports an overall future vision for the island;
 - 3. Promote sustainable design within the overlay zones; and
 - 4. Allow for the continued growth and expansion of the local economy.
- B. For the purposes of this zone, density refers to the area of the development that is allowed on a site. In some cases, this area is described in units per acre, but in other cases is described using floor area ratio (in general, the ratio of the total floor area to the area of the lot).

SEC. 10.302 HEIGHT AND DENSITY CHARACTER AREAS

The development standards of the HDDZ apply to all development within the designated Overlay Zones established on the Zoning Map. A series of character areas (subareas) is hereby established and these character areas are further defined in the separate *Height and Density Development Plan and Design Guidelines*. The approximate boundaries of each character area are:

- A. **Gateway.** 59th to Blume Street between Broadway Boulevard and Offat's Bayou/English Bayou.
- B. **Seawall East.** Inland side of Seawall Boulevard from Beach Drive to 6th Street.
- C. **Seawall Core A.** Inland side of Seawall Boulevard from 6th Street to 45th Street.
- D. **Seawall Core B.** Inland side of Seawall Boulevard from 45th Street to 61st Street.
- E. **Seawall West.** Inland side of Seawall Boulevard from 61st Street to Cove View Boulevard.
- F. **Seawall West to 11 Mile Road.** The area south of Stewart Road from Cove View Boulevard to 11 Mile Road.

SEC. 10.303 DEFINITIONS

The following definitions shall apply to this Section.

- A. **Building Footprint.** The area of the ground floor of a building calculated by multiplying the exterior width of the building at the ground floor by the exterior depth of the building at the ground floor.
- B. **Building Floor Plate.** The area of all portions of a building at a specific floor level as calculated using the outside perimeter of the building. For purposes of this ordinance, maximum floor

plate requirements limit the dimensions of any mid-rise portions of a building.

- C. **Build-To-Line.** The inside edge of the sidewalk at the front of the property. The build-to line may be the same as the front property line if all sidewalk area is located within the public right-of-way.
- D. **Community Benefits.** For purposes of the HDDZ, specific community benefits include the following:
 - 1. Inclusionary housing;
 - 2. Natural resource protection;
 - 3. Hotels;
 - 4. Parking space (public);
 - 5. Parking Space (Beach Access);
 - 6. Public Boat Launch;
 - 7. Public Park or Plaza;
 - 8. Public Restrooms;
 - 9. Public Trail or Path; and
 - 10. Public Transit Stop.
- E. **Floor Area Ratio (FAR).** The ratio of the total above-grade floor area of all structures on a lot to the total square footage of the lot.
 - 1. The following areas are not considered lot square footage for purposes of calculating floor area ratio:
 - a. Public street areas;
 - b. Street right-of-ways closed or abandoned after the adoption [April 28, 2008] of this ordinance;
 - c. Verified delineated Wetland areas; and
 - d. Dune protection areas.
 - 2. The following areas are considered above grade floor area for purposes of calculating floor area ratio:
 - a. All enclosed, roofed, above ground, building floor area;
 - b. The roofed interior floor area of all parking structures; and
 - c. Porches, loggias, gazebos, and other structures that are roofed but not enclosed on more than two sides by walls of habitable areas or parking structure to a maximum depth of 8 feet to 0 inches. Balcony depth greater than 8 feet to 0 inches will be considered for purposes of calculating floor area ratio.
- F. **Footprint.** See Building Footprint.
- G. **Floor Plate.** See Building Floor Plate.
- H. **Grade.** The elevation of the ground on April 28, 2008, the adoption of this ordinance;

- I. **Height.** Maximum height shall be measured to the top of parapet for a flat roof or to the roof ridge for a sloping roof including all areas, parking, or habitable. All height shall be measured continuously from existing or finished grade whichever is more restrictive as shown in Figure A. Where fill has been used to elevate finished grade for flood regulations, the City may make an exception to adjust the starting point for grade measurement up to 6 feet. For the purposes of Article 11, Nonconformities, the City must determine that the adjustment results in an improved ground level design as described in the *Height and Density Development Plan and Design Guidelines*. City Hall reviews the regulations related to height measurements in conjunction with adjustments to FEMA flood elevations.

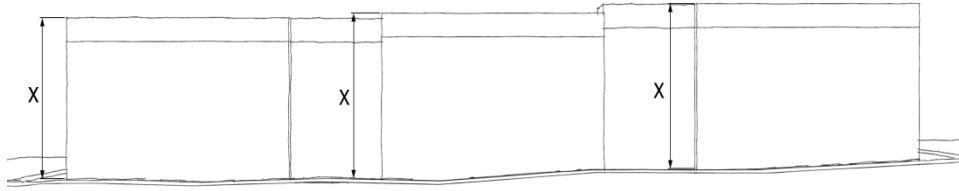


FIGURE A. Continuous Height Measurement

- J. **Improved Public Open Space.** Open space areas that are visible and accessible to the public during daylight hours.
1. Areas considered improved public open space may include:
 - a. Plazas;
 - b. Courtyards directly accessible from the street;
 - c. Landscaped park or pocket park areas;
 - d. Landscaped front and side yard setback areas;
 - e. Landscaped areas within view corridors; and
 - f. Improved waterfront areas with direct public access.
 2. Areas not considered improved public open space:
 - a. Landscaping in parking areas;
 - b. Areas not visible from adjacent streets or located along through pedestrian connections; and
 - c. Fenced front or side yard areas.
- K. **Lot Coverage.** Lot coverage shall consist of all building footprints plus all impervious pavement (asphalt or concrete) on the site. Where areas are paved with pervious materials such as pavers, grasscrete, turf blocks, permeable asphalt, or other pervious material approved by the City Engineer, only 75 percent of the area shall be considered impervious cover.
- L. **Low-rise.** A low-rise is defined as a building or structure more than three stories or 35 feet in height and less than six stories or 70 feet in height, whichever is more restrictive.
- M. **Mid-rise.** A mid-rise is defined as a building or structure more than five stories or 70 feet in height and less than nine stories or 105 feet in height, whichever is more restrictive. A maximum of 20 percent of the uppermost floor plate is permitted to a total height of 120 feet.

Should this portion of the building be roofed and enclosed on more than two sides it shall be considered for purposes of calculating floor area ratio.

- N. **Neighborhood Transition Area.** An area of a lot within HDDZ that is adjacent to a residential zone district boundary. The dimensions of the Neighborhood Transition Area and the reduced height limits that apply within these areas are defined as standards within this section.
- O. **Tier.** A level of development intensity: Height and Density Development Zone. Includes Base Tier, Mid-rise Tier.
- P. **Very Low-rise.** A very low-rise is defined as a building or structure no more than three stories or 35 feet in height, whichever is more restrictive.

SEC. 10.304 APPLICATION OF OVERLAY ZONE

- A. This HDDZ shall apply over existing zones designated in the City including areas with existing Overlay Zones. The zoning designation for property located within the HDDZ shall consist of the base zone symbol and the overlay district symbol (HDDZ) as a suffix. The character areas of the HDDZ shall be numbered sequentially to distinguish among the individual character areas and labeled as such on the zoning map:
 - 1. **Gateway.** HDDZ-1
 - 2. **Seawall East.** HDDZ-2
 - 3. **Seawall Core A.** HDDZ-3
 - 4. **Seawall Core B.** HDDZ-4
 - 5. **Seawall West.** HDDZ-5
 - 6. **End of Seawall to 11 Mile Road.** HDDZ-6
- B. The standards of this Section apply in addition to the standards of the underlying zone and any applicable overlay zones. Where there is a conflict, the standards of this Section apply.
- C. For areas with an underlying height restriction, the more restrictive regulations shall apply.
- D. Where an existing development agreement or restrictive covenant is more restrictive than the provisions of this section, the specific restriction in the previous condition shall prevail.
- E. Any tract of land currently platted for single family detached development is exempt from the Height and Density Development Plan.

SEC. 10.305 HEIGHT AND DENSITY TIERS

The HDDZ allows for two separate tiers of development activity. Each tier has increasingly restrictive development standards and requires additional development review. Two height and density tiers are hereby established in the HDDZ as defined below:

- A. **Base Tier (very low-rise and low-rise).**
 - 1. Development with a maximum height of five stories or 70 feet above grade and a floor area ratio not to exceed that defined for the character area.
 - 2. Development is approved by staff, provided it meets the standards of this regulation.
 - 3. Development conforming to this tier is allowed in each character area.
- B. **Mid-rise Tier.**

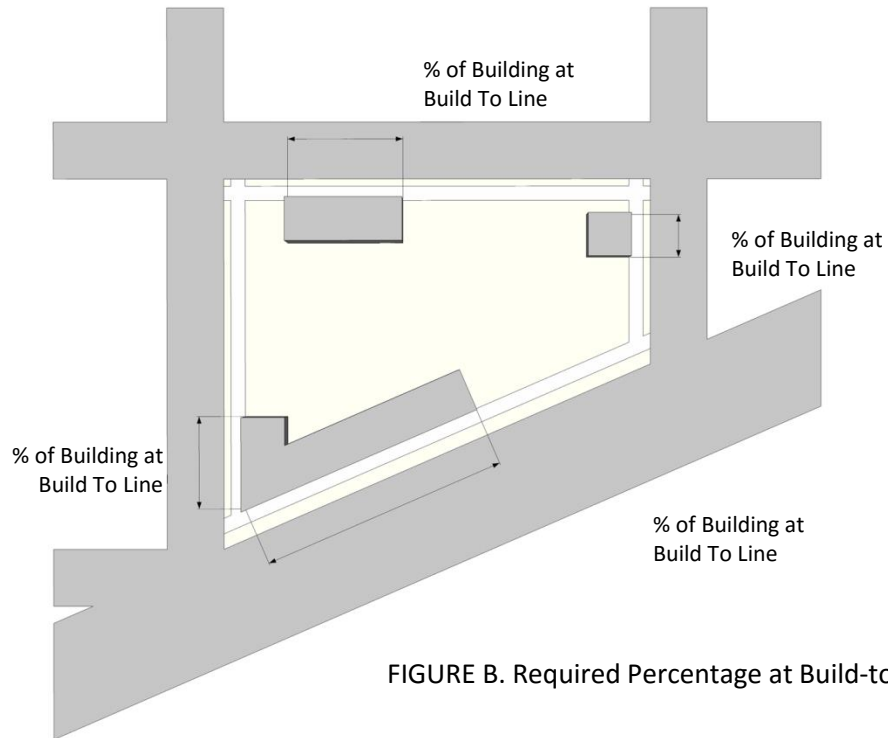
1. Development with a maximum height of eight stories or 105 feet above grade and a floor area ratio not to exceed that defined for the character area. A maximum of 20 percent of the uppermost floor plate is permitted to a total height of 120 feet. Should this portion of the building be roofed and enclosed on more than two sides it shall be considered for purposes of calculating floor area ratio.
 2. Development is approved by staff provided it meets the standards of this regulation.
 3. Development conforming to this tier is allowed in each character area provided the project earns adequate height and floor area through the provision of specified community benefits.
- C. **Development Tiers Allowed by Character Area.** Base and Mid-rise Tiers are allowed in all character areas.

SEC. 10.306 DEVELOPMENT STANDARDS FOR ALL TIERS

- A. **Design Guidelines Apply.** The *Height and Density Development Plan and Design Guidelines* in the Seawall and Gateway Areas apply to all development in the HDDZs. The design guidelines shall be employed by the City staff, the Planning Commission, and City Council, as applicable, in their review of new development.
- B. **Site Area.** A minimum site area is required for all development. The minimum site area varies by development tier and character area as shown in Table 10.306A, Site Area (Minimum) by Character Area, below. Properties that lack the minimum site area shown in the table below shall not be developed using Mid-Rise standards. The minimum site area shall not include dune protection areas, beaches or submerged land. The Base Tier site area shall not be less than 3,000 square feet. The Mid-Rise Tier site area shall not be less than 65,340 square feet.

Table 10.306A Site Area (Minimum) by Character Area						
	Gateway	Seawall East	Seawall A	Seawall B	Seawall West	Seawall W. to 11 Mi.
Base Tier	3,000 square feet or .069 acres	3,000 square feet or .069 acres	3,000 square feet or .069 acres	3,000 square feet or .069 acres	3,000 square feet or .069 acres	3,000 square feet or .069 acres
Mid-rise Tier	65,340 square feet or 1.5 acres	65,340 square feet or 1.5 acres	65,340 square feet or 1.5 acres	65,340 square feet or 1.5 acres	65,340 square feet or 1.5 acres	87,120 square feet or 2 acres

- C. **Required Yards.** The standards of this paragraph establish a yard requirement for the HDDZ.
1. **Required Percentage at Build-To-Line.** The table below establishes the required percentage of a building that must be located at the build-to line as shown in Figure B. For the purposes of this paragraph, the build-to line along streets with no specific setback requirement shall be considered the interior edge of the sidewalk located furthest from the adjacent roadway. Along streets with a specific setback requirement, the build-to line shall be considered to be at the required setback.



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Table 10.306B Required Yards by Character Area						
	Gateway	Seawall East	Seawall A	Seawall B	Seawall West	Seawall W. to 11 Mile Road
Front Yard						
Facing residential zone ¹ (min.)	15 feet	15 feet	15 feet	15 feet	15 feet	20 feet
Percentage at Build-to Line ¹ (min.)	30%	30%	30%	30%	30%	30%
Facing Seawall Boulevard ¹						
Setback (min.)	--	0 feet	0 feet	0 feet	0 feet	--
Percentage at Build-to Line ² (min.)	--	30%	60%	60%	30%	--
Any Other Frontage ¹						
Setback (min.)	--	0 feet	0 feet	0 feet	0 feet	--
Percentage at Build-to Line ² (min.)	--	30%	30%	30%	30%	--
Side Yard						
Adjacent to residential zone ¹ (min.)	30 feet	20 feet	20 feet	20 feet	30 feet	40 feet
Not adjacent to residential zone (min.)	0 feet	0 feet	0 feet	0 feet	0 feet	40 feet
Rear Yard						
Adjacent to residential zone ^{1,3} (min.)	30 feet	20 feet	20 feet	20 feet	30 feet	40 feet
Not adjacent to residential zone ^{1,4} (min.)	20 feet	10 feet	10 feet	10 feet	20 feet	40 feet

Required yards are not applicable when rows or columns are marked --

¹This yard area is subject to specific landscaping requirements

²As defined in paragraph Section 10.306.C.1.

³May be reduced to 15 feet where rear lot line is adjacent to an alley at least 10' in width

⁴May be reduced to 0 feet (at bulkhead) where lot line is adjacent to open water

2. **Neighborhood Transition Area.** Heights shall be limited in neighborhood transition areas to maintain compatibility with adjacent residential zones. Lots that are not adjacent to a residential zone boundary do not have any transition area requirement. The specific heights allowed are found in Section 10.311, Base Tier Development Standards.

- a. Transition Area Type 1: The side or rear of a property directly adjacent to any residential zone in any character area, or the front of a property facing any residential zone across East-West (lettered) avenues in the Seawall Core A, Seawall Core B, Seawall East, or Seawall West or any street in the Gateway Area or West of Seawall areas. There are two segments of the property where special height limits apply as described below and in Figures C and D.
 - i. Transition Area 1a: All lot areas that are within 20 feet of the required front, side, or rear yard setback
 - ii. Transition Area 1b: All lot areas that are more than 20 feet but less than 50 feet

from the required front, side, or rear yard setback

- b. Transition Area Type 2: The front of a property facing any residential zone across North-South (numbered) streets in the Seawall Core A, Seawall Core B, Seawall East, or Seawall West areas. There is one segment where special height limits apply as described below and shown in Figure E.
 - i. Transition Area 2a: All lot areas that are within 20 feet of the required front yard setback
- c. Transition Area Type 3: The side or rear of a property abutting Offat's Bayou and English Bayou in the Gateway Area. There is one segment where special height limits apply as described below and shown in Figure F.
 - i. Transition Area 3a: All lot areas that are within 30 feet of the property line.

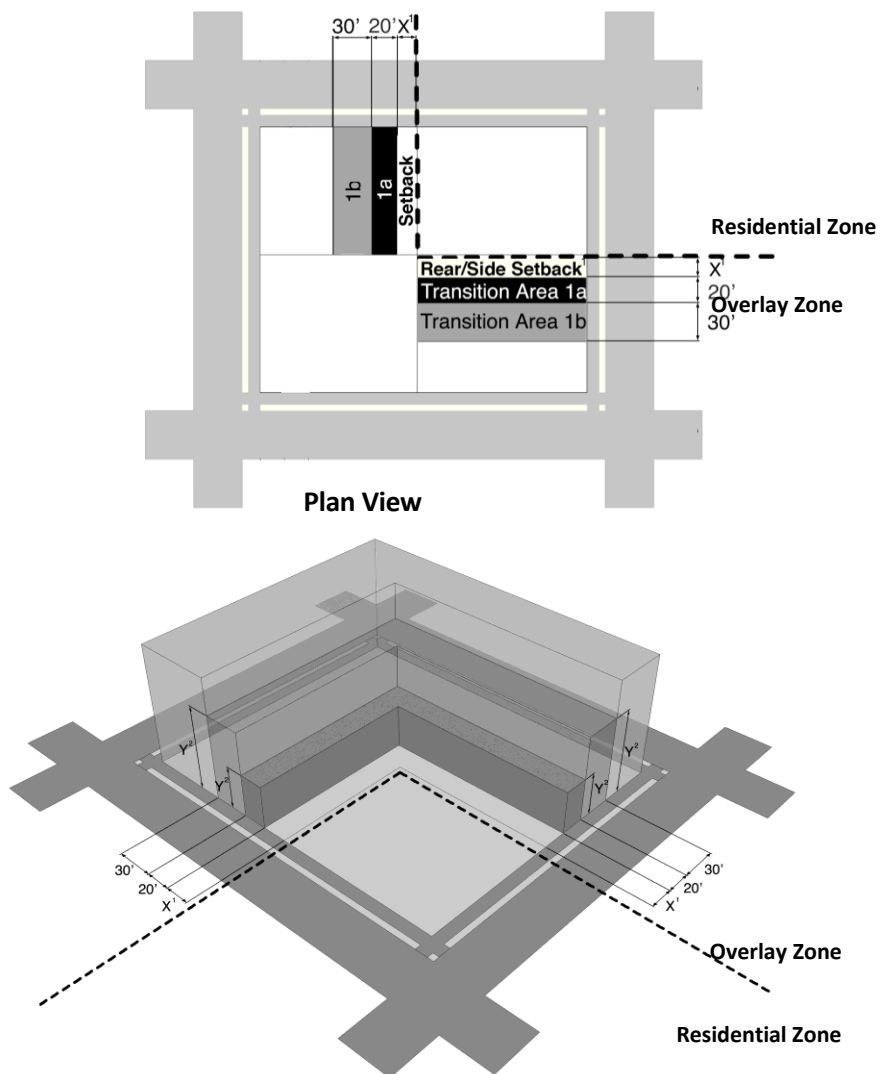


FIGURE C. Transition Area 1a and 1b on the side or rear of a lot directly abutting a residential zone district in any character area.

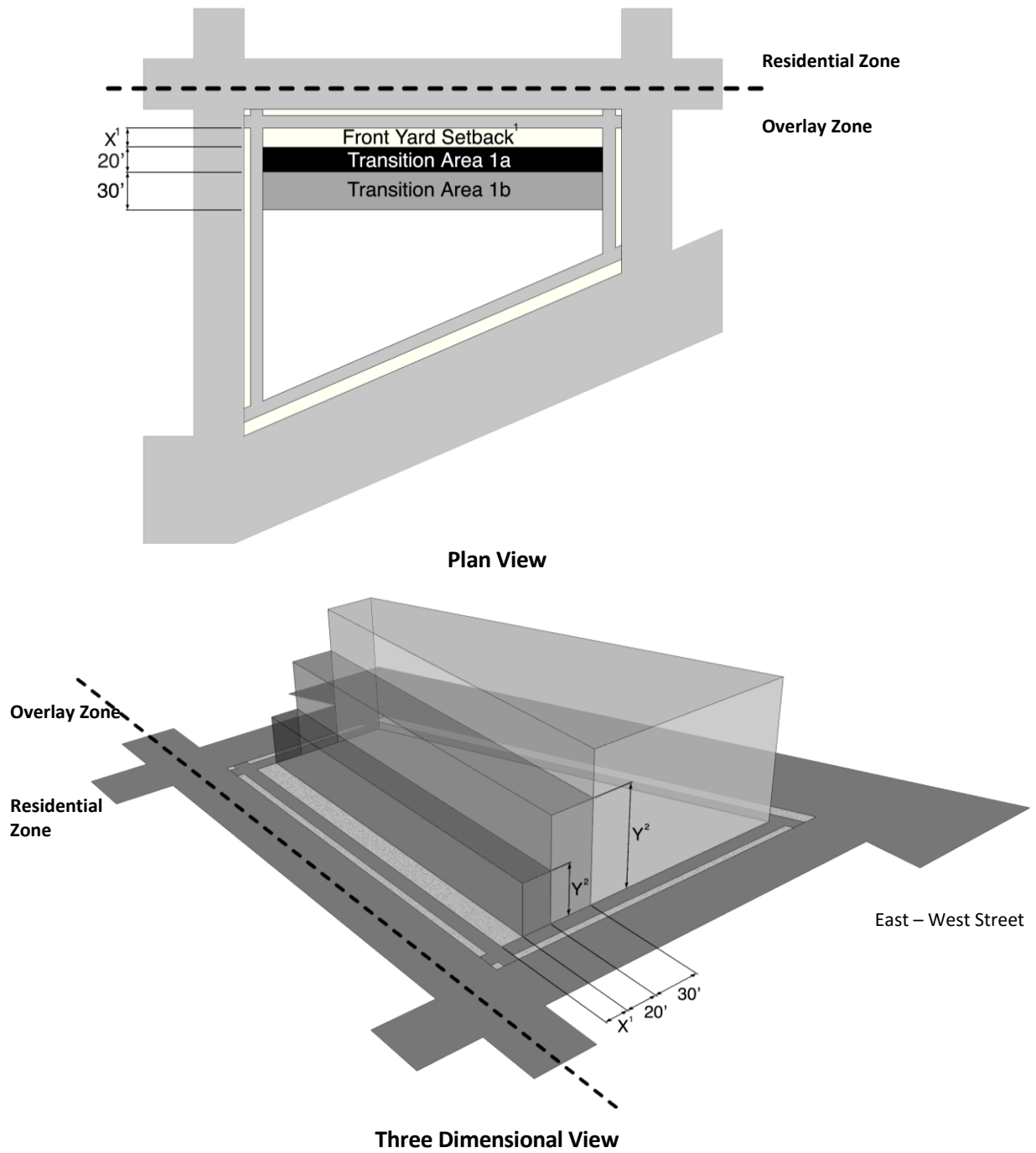


Figure D.

¹Required setback varies by character area.

²The specific height limits for each Transition Area are described in paragraph (g) Base Tier Development Standards.

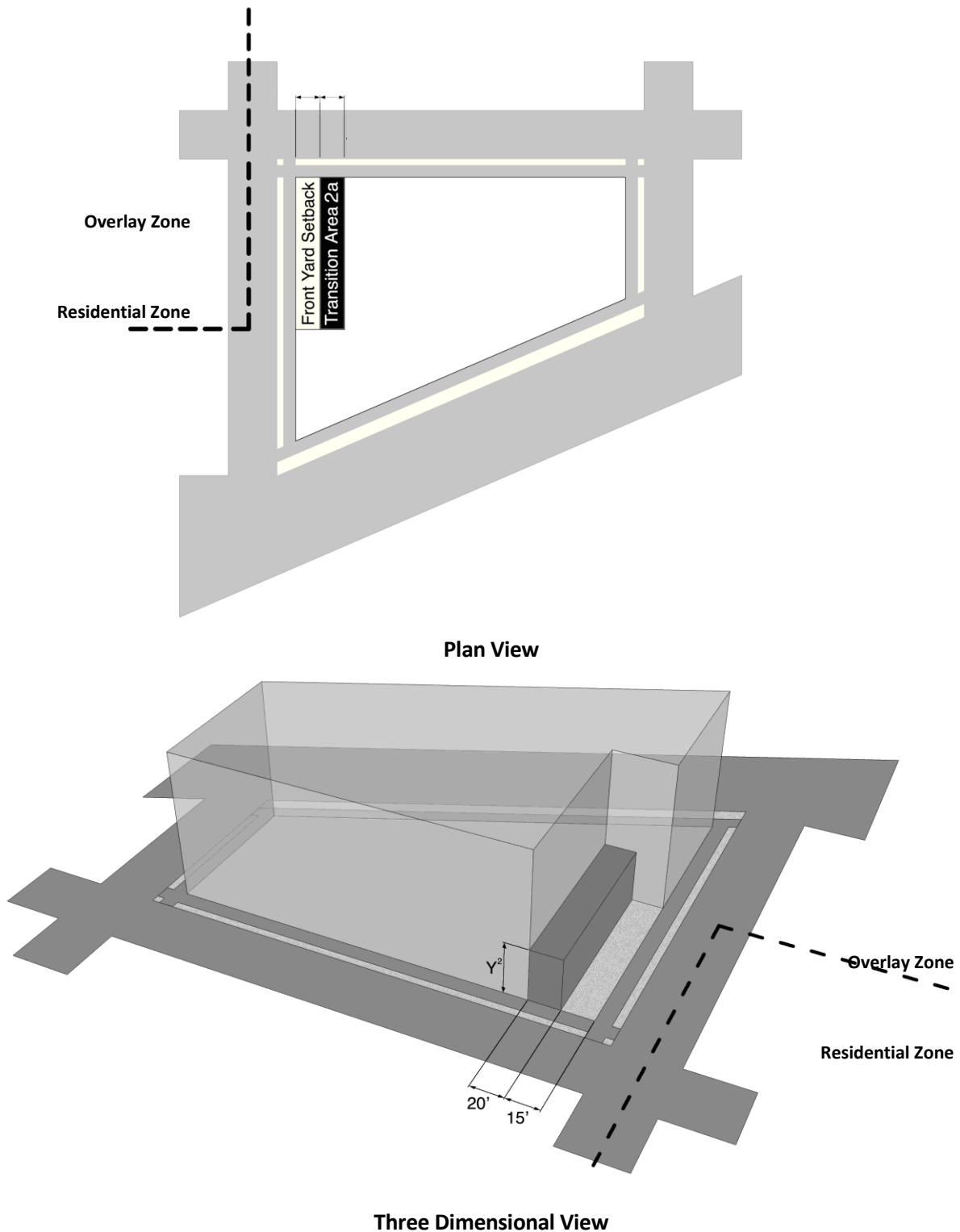
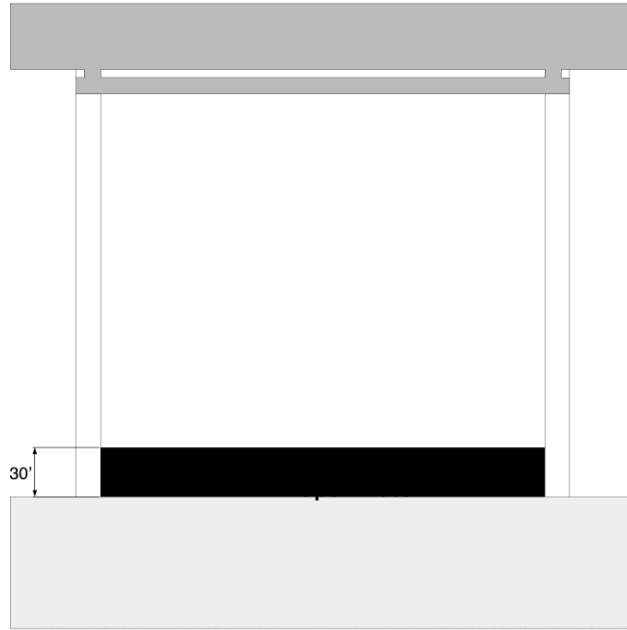
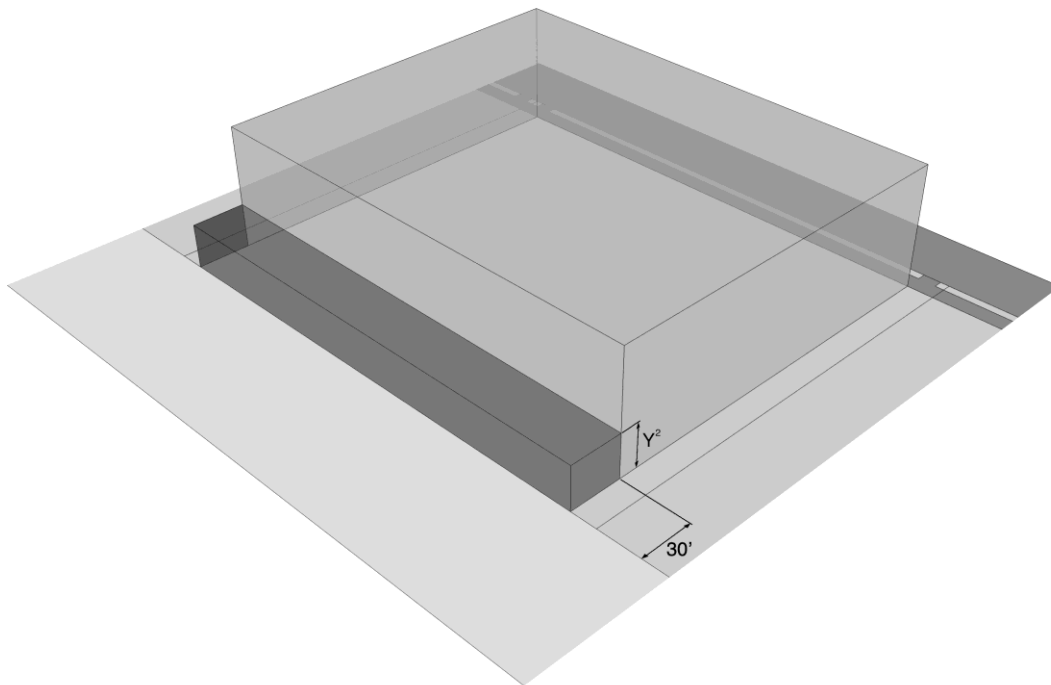


FIGURE E. Transition Area 2a on the front of a lot facing a Residential Zone across a north-south street in the Seawall Core A, Seawall Core B, Seawall East or Seawall West areas.

²The specific height limits Transition Areas are described in paragraph (g) Base Tier Development Standards.



Plan View



Three Dimential View

FIGURE F: Transition Area 3a on the edge of a lot directly abutting open water including, but not limited to Offat's Bayou and English Bayou.

²The specific height limits for Transition Areas are described in paragraph (g) Base Tier Development Standards.

SEC. 10.307 BUILDING MASS AND FORM STANDARDS

A. Building Floor Plate.

1. **Mid-rise.** Maximum floor plate area for floors six through eight shall be 15,000 square feet.

B. Shading of Adjacent Residential Zone, Public School, or Public Park:

1. **Mid-rise.** No mid-rise structure in the HDDZ shall impact development within any adjacent residential zone, public school, or public park through substantial shading.
2. For the purpose of this paragraph, substantial shading shall be considered shading of an adjacent parcel for more than four hours, as measured on December 21st. A three-dimensional model illustrating the potential shading for the project shall be provided to the City for review.

- C. **Wall Plane Articulation.** A building shall be articulated with wall place offsets to encourage a varied and interesting street front and break down the visual mass of taller buildings elements, as illustrated in Figure G1. Table 10.307, Wall Plane Articulation establishes the required articulation for different vertical sections of a building:

Table 10.307 Wall Plane Articulation				
Vertical Building Section				
From	To	Building Wall Length (max.)	Offset Depth (min.)	Offset Length (min.)
Grade	3 Stories or 35 feet	30 feet	5 feet	10 feet
3 stories or 35 feet	Max. Height Limit	50 feet	5 feet	10 feet

1. **Requirements.** Wall Plane Articulation shall be not required for the rear elevation unless the rear elevation is adjacent to a rights-of-way or residentially zoned property. Wall Plane Articulation shall only be required for exterior building walls. For example, porches or freestanding, open air structures, such as gazebos, are not required to provide Wall Plane Articulation.
2. **Options.**
 - a. Indented Offsets: Articulation may be provided with indented offsets as shown in Figure G2.
 - b. Offset Wall Places: Articulation may be provided with offsets that extend outwards towards the lot line as shown in Figure G3. Please note that the offsets need to meet any setback requirements.
 - c. Projected Offsets: Articulation may be provided with alternative designs, such as curved walls, that meet the building wall length and offset requirements set forth in the Wall Place Articulation table above and subject to approval by the Development Services Director.

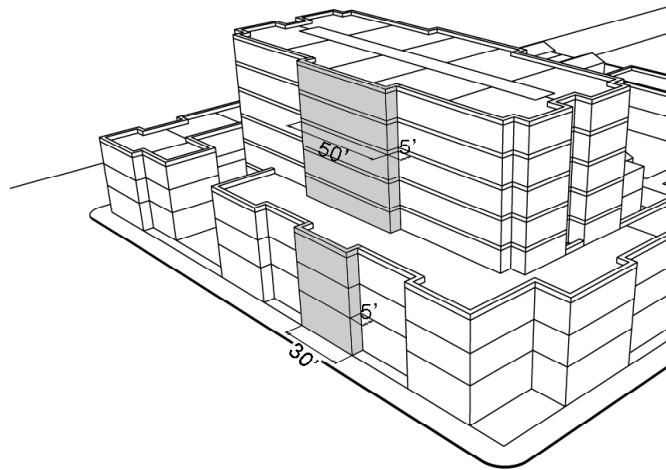


FIGURE G1. Building articulated with offset wall planes.

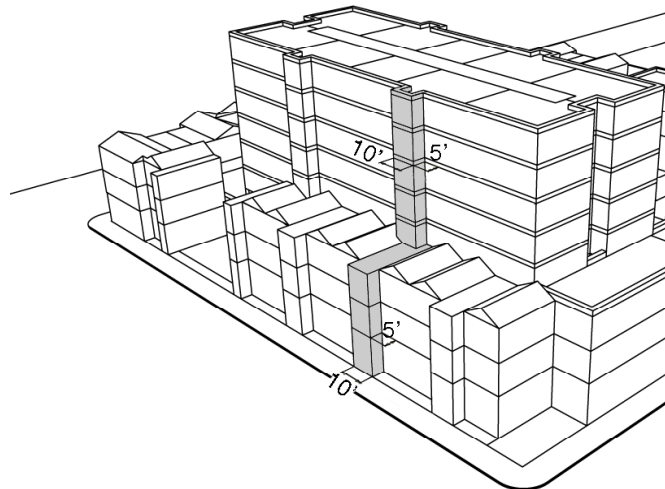


FIGURE G2. Building articulated with indented offsets

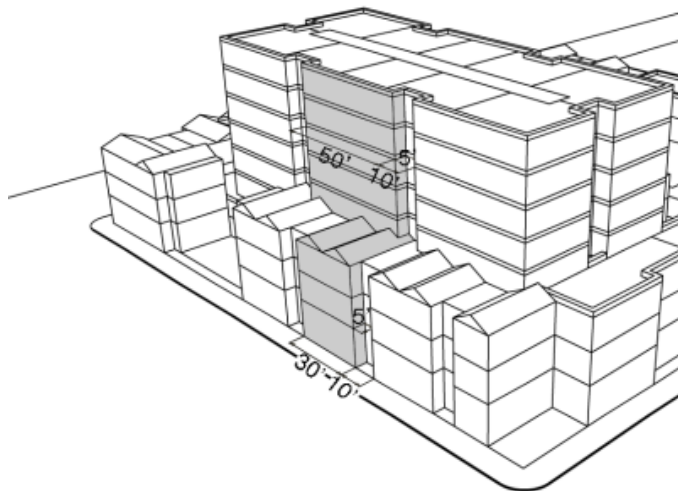


FIGURE G3. Building articulated with offsets that extend outward towards the street.

3. **Special Exception to Wall Plane Articulation Standards for Very Low-Rise Buildings.** The Development Services Director may permit an increase of up to 40 feet to the maximum building wall length, a reduction of up to 3 feet in minimum offset depth,, and/or a reduction of up to 5 feet in minimum offset length for very low-rise buildings. Permitted exceptions must meet the intent of the Building Massing and Articulation section of the *Height and Density Development Plan and Design Guidelines*.

D. View Corridors.

1. **Gateway View Corridor.** A view corridor shall be established in the Gateway portion of the HDDZ. The height limits for Transition Area 3a shall apply within the established view corridor. Additional review of the view corridor is necessary prior to designation, and therefore, staff recommends the view corridor be established by separate ordinance.
2. **Permanent Street Closures.** When a single development includes multiple blocks, it may be beneficial to close a street to provide additional open space. A permanent street closure may only be considered on a case-by-case basis where such closures do not significantly impact traffic flow and where it will provide a high quality space that contributes positively to the overall neighborhood character and pedestrian circulation system. The intent of this section is to maintain views, airflow of Gulf breezes, and to retain traditional block shapes and sizes. The land area of any new street closure may not be included in floor area ratio calculations as described in the floor area ratio definition.
 - a. Closure of a city street or avenue after the adoption of this ordinance may only be considered where it meets the following criteria including but not limited to:
 - i. There is a demonstrated community benefit;
 - ii. The street segment is not a part of a historic district or a potentially eligible historic district;
 - iii. No structure shall be erected within the original right-of-way; and
 - iv. The closure does not negatively impact public safety or traffic.
 - b. When closing a city street or avenue:
 - i. Maintain existing view corridors and breezeways along the original right-of-way;
 - ii. Maintain pedestrian access through the development along the original right-of-way; and
 - iii. Provide additional landscaping including decorative paving in the closed area.
 - c. When an existing site contains privately owned land that was formerly a city street, avenue, alley, or other right-of-ways at the time of adoption of the HDDZ that area shall be considered typical site area and is exempt from the requirements of this section.
 - d. Closure of an alley after the adoption of this ordinance may only be considered when it meets the following criteria including but not limited to:
 - i. Closing the alley is necessary to build a parking structure or orient a mid-rise building as recommended by the *Height and Density Development Plan and Design Guidelines*.
 - ii. The alley segment is not part of a historic district or a potentially eligible historic district
 - iii. Closing the alley would cause a loss of service access to other properties.
 - iv. Utility service lines can be feasibly relocated, by the developer or applicant following

review and approval by the Public Works Department.

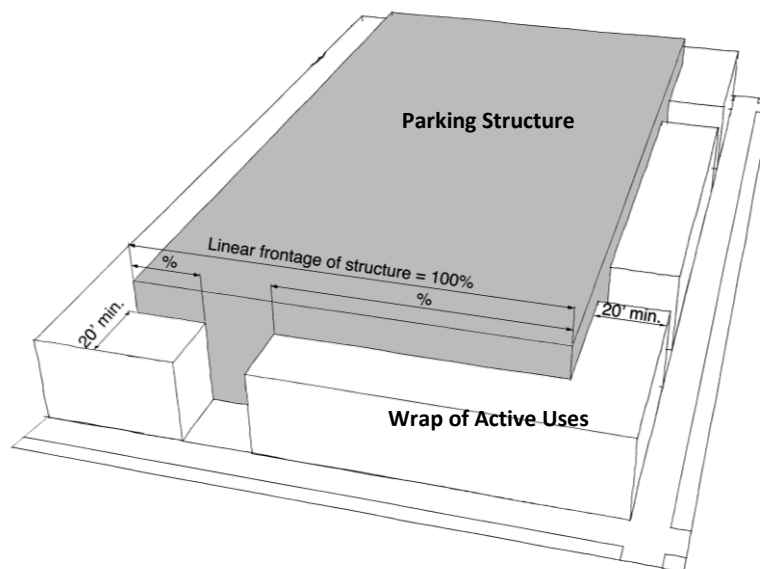
- E. **Use Regulations.** The use regulations of the underlying zone districts shall apply including any additional use restrictions imposed by applicable overlay districts. Where any underlying district requires a specific use permit (SUP) such permit shall continue to be required in the HDDZ.

SEC. 10.308 STREET EDGE STANDARDS

The street edge standards of this Section shall apply to all development within the HDDZ.

- A. **Visual Interest.** In order to enhance the experience of the traveling public, the following visual interest elements shall be required along any street edge:
1. Active storefronts containing commercial or office uses; and
 2. Decorative architectural surfaces such as:
 1. Public art or murals approved by the Galveston Commission for the Arts or designee
 2. Porches, galleries, arcades, or other architectural features providing outdoor protected shade for pedestrians or residents.
- B. **Parking Structure Requirements:** Any structured parking must have other active uses (commercial or residential) located between the structure and the required building setback for a minimum depth of 20 feet as shown in Figure K. It must extend a minimum of 60 percent of the linear frontage of the structure on any street face. This wrap of other uses may be built within any required Neighborhood Transition Area subject to the height requirements for the transition area.

FIGURE K. Parking Structure Requirements



SEC. 10.309 NATIONAL REGISTER OF HISTORIC PLACES ELIGIBLE BUILDINGS

Any buildings on the project site (whether the development site or a site designated for community benefit provided to achieve additional floor area) that are listed or eligible for listing on the *National Register of Historic Places* shall be preserved or moved to an alternative site within the City. No demolition of eligible structures is permitted in the HDDZ.

SEC. 10.310 WETLAND BUFFERS

The following wetland buffers shall apply in the Height and Density Development Zone.

- A. **Buffer Required.** A 25 foot wetland buffer shall be established along the edges of any wetland under the jurisdiction of the US Corps of Engineers or the State of Texas. Buffers shall be shown on all plans and plats.
- B. **Activity Allowed in Wetland Buffers.** Wetland buffers shall remain undisturbed and no development, including land-disturbing activities, shall occur within this wetland buffer. Overhead or underground utilities, roads, streets, bridges, or similar structures should be placed within existing public right-of-ways if possible but in any case, must cross the buffer as close to perpendicular as possible.
- C. **Revegetation.** All disturbed areas within the buffer area, permitted or not, shall be revegetated with perennial vegetation as soon as practical (immediately) after the disturbance.

SEC. 10.311 BASE TIER DEVELOPMENT STANDARDS

- A. **In General.** The base tier development standards allow very low and low-rise development subject to review and approval by the City.
- B. **Site Development Standards:** Table 10.311 shows the low-rise site development standards that shall apply in the HDDZ:

Table 10.311 Low-rise Site Development Standards by Character Area						
	Gateway	Seawall East	Seawall A	Seawall B	Seawall West	Seawall W. to 11 Mile Road
Floor Area Ratio (max.)	1.5	2.0	2.0	2.0	1.5	1.0
Lot Coverage (max.)	75%	80%	80%	80%	75%	50%
Improved Public Open Space (min.)	8%	5%	5%	5%	8%	15%
Height						
Not in Transition Area ¹ (max.)	70 feet or 5 stories	70 feet or 5 stories	70 feet or 5 stories	70 feet or 5 stories	70 feet or 5 stories	70 feet or 5 stories
Transition Area 1a (max.) ¹	35 feet or 3 stories	35 feet or 3 stories	35 feet or 3 stories	35 feet or 3 stories	35 feet or 3 stories	45 feet or 3 stories
Transition Area 1b (max.) ^{1 2}	70 feet or 5 stories	70 feet or 5 stories	70 feet or 5 stories	70 feet or 5 stories	70 feet or 5 stories	70 feet or 5 stories
Transition Area 2 (max.) ¹	--	35 feet or 3 stories	35 feet or 3 stories	35 feet or 3 stories	35 feet or 3 stories	--
Transition Area 3 (max.) ¹	25 feet or 2 stories	--	--	--	--	--

Special Transition Area height limits are not applicable when rows or columns are marked --

¹ See paragraph (f) subsection (3)c. above for description of transition areas.

² In the Base Tier, height standards do not differ for Transition Area 1b and for areas that are not in a transition area.

- C. **Improved Public Open Space:** The improved public open space requirement replaces any requirement for Usable Open Space per Section 29-65(e).

SEC. 10.312 MID-RISE TIER DEVELOPMENT STANDARDS

- A. **In General:** The base tier development standards allow mid-rise development subject to review and approval by the Development Services Department provided the project earns adequate height and floor area through the provision of specified community benefits.
- B. **Site Development Standards:** Table 10.312 shows the mid-rise site development standards that shall apply in the HDDZ:

Table 10.312 Mid-rise Site Development Standards by Character Area						
	Gateway	Seawall East	Seawall A	Seawall B	Seawall West	Seawall W. to 11 Mile Road
Floor Area Ratio (max.)	2.0	2.5	2.5	2.5	2.0	1.5
Lot Coverage (max.)	65%	75%	75%	75%	65%	50%
Improved Public Open Space (min.)	15%	8%	8%	8%	15%	20%
Height Not in Transition Area ¹						
Flat Roof (max. parapet height)	90 feet ^{2 3}	90 feet ^{2 3}	90 feet ^{2 3}	90 feet ^{2 3}	90 feet ^{2 3}	90 feet ^{2 3}
Sloped Roof (max. roof peak height)	105 feet ^{2 3}	105 feet ^{2 3}	105 feet ^{2 3}	105 feet ^{2 3}	105 feet ^{2 3}	105 feet ^{2 3}
Number of Habitable Floors (max.)	8 stories ³	8 stories ³	8 stories ³	8 stories ³	8 stories ³	8 stories ³
Transition Area 1a (max.) ¹	35 feet or 3 stories	35 feet or 3 stories	35 feet or 3 stories	35 feet or 3 stories	35 feet or 3 stories	45 feet or 3 stories
Transition Area 1b (max.) ¹	70 feet or 5 stories	70 feet or 5 stories	70 feet or 5 stories	70 feet or 5 stories	70 feet or 5 stories	70 feet or 5 stories
Transition Area 2 (max.) ¹	--	35 feet or 3 stories	35 feet or 3 stories	35 feet or 3 stories	35 feet or 3 stories	--
Transition Area 3 (max.) ¹	25 feet or 2 stories	--	--	--	--	--

Special Transition Area height limits are not applicable when rows or columns are marked --

¹ See paragraph (f) subsection (3)c. above for description of transition areas.

² Any height above 90 feet shall be contained in a sloping roof structure not including the special height exception for penthouse building elements as described below.

³ Special height exception for penthouse building elements: Up to 20 percent of the area of the building floor plate at the 90 foot height limit for a flat-roofed structure may rise an additional one or two-stories to a maximum height of 110 feet at the parapet of a flat roof or 120 feet at the peak of a sloped roof. The standard flat and sloped roof height limits in the table above will apply to the remaining 80 percent of the building floor plate.

- C. **Improved Public Open Space:** The improved public open space requirement replaces any requirement for Usable Open Space.

SEC. 10.313 COMPENSATING COMMUNITY BENEFITS

- A. **Benefits Required:** In order for a project to earn the right to either height or floor area that exceeds the standards for the Base Tier, compensating benefits to the community must be provided. A balance of the community's interest in reduced height with the applicant's interest in achieving a financially feasible, marketable project is defined in the tables below. All community benefit are encouraged to

be on-site and within the affected area, and can be considered off-site through the approval process. Community Benefits must be completed within two years from the date of approval.

B. Description of Community Benefits:

1. **Inclusionary Housing.** Creation of housing units that meet the City definition of affordable or workforce housing units. Such units may be established in any of the following ways in order of preference:
 - a. On-site within the project;
 - b. Off-site through renovation of existing housing stock subject to permanent restriction for use as an affordable or workforce housing unit;
 - c. Off-site through creation of new infill housing stock subject to permanent restriction for use as an affordable or workforce housing unit; or
 - d. Off-site through creation of new greenfield housing stock subject to permanent restriction for use as an affordable or workforce housing unit.
 - e. All inclusionary housing will be governed by a separate Inclusionary Housing Requirement Policy in a form yet to be determined.
 2. **Natural Resource Protection.** Permanent protection of conservation areas on Galveston Island may be achieved through transfer of development rights to the City, the County, or an established land trust of conservation organization. Perpetual maintenance of the natural resource area must be accomplished at no cost to the City.
 3. **Natural Resource Protection Beach Renourishment.** Project or funding for beach replenishment. Minimum dimension of 350 linear feet engineered in accordance with state and federal standards.
 4. **Hotel.** A hotel available for overnight stays by the general public. The hotel may be incorporated into a building containing residential or other uses.
 5. **Parking Space (Public).** A parking space dedicated for use by the public within a private enclosed parking structure.
 6. **Parking Space (Beach Access).** A parking space dedicated for use by the general public with accessible pedestrian access to a public beach area on the Gulf of Mexico.
 7. **Public Boat Launch.** A designated public boat launch that provides access to the Gulf of Mexico, English Bayou, Offats Bayou, and/or Galveston Bay.
 8. **Public Park or Plaza.** A public park or plaza meeting the requirements contained in the *Height and Density Development Plan and Design Guidelines*.
 9. **Public Restrooms.** Restrooms that are open free of charge to the general public from dawn to dusk.
 10. **Public Trail or Path.** A public trail or path meeting the requirements contained in the *Height and Density Development Plan and Design Guidelines*.
 11. **Public Transit Stop.** An improved transit stop providing both seating and shade acceptable to Island Transit.
- C. **Initial Community Benefit Increment.** The applicant shall apply the benefit from Table 10.313A to earn their initial increment of additional floor area or height (stories). When the maximum additional increment for all of the categories in this table have been earned, the applicant may use the secondary

community benefits in the table in subsection D, below.

Table 10.313A Initial Community Benefit by Character Area						
	Gateway	Seawall East	Seawall A	Seawall B	Seawall West	Seawall W. to 11 Mile Road
Inclusionary Affordable Housing Units						
FAR Increment per On-Site Unit	0.05	0.05	0.05	0.05	0.05	0.05
FAR Increment per Off-Site Unit	0.0625	0.0625	0.0625	0.0625	0.0625	0.0625
Maximum Additional FAR	0.25	0.25	0.25	0.25	0.25	0.25
Inclusionary Workforce Housing Units						
FAR Increment per On-Site Unit	0.05	0.05	0.05	0.05	0.05	0.05
FAR Increment per Off-Site Unit	0.0625	0.0625	0.0625	0.0625	0.0625	0.0625
Maximum Additional FAR	0.25	0.25	0.25	0.25	0.25	0.25
Natural Resource Preservation						
FAR Increment per acre	0.05	-	-	-	0.05	0.05
Maximum Additional FAR	0.25				0.25	0.25
Natural Resource Beach Renourishment						
FAR Increment per 350 linear feet of beach	-	0.0625	0.0625	0.0625	0.0625	0.0625
Maximum Additional FAR		0.25	0.25	0.25	0.25	0.25

- D. **Secondary Community Benefits:** The applicant shall apply the benefit from Table 10.313B to earn additional secondary floor area or height (stories) only after the maximum initial community benefit increment in subsection C, above, has been earned.

Table 10.313B Secondary Community Benefit by Character Area						
	Gateway	Seawall East	Seawall A	Seawall B	Seawall West	Seawall W. to 11 Mile Road
Hotel						
FAR Increment per 10 Rooms	-	0.0625	0.0625	0.0625	0.0625	-
Maximum Additional FAR		0.25	0.25	0.25	0.25	
Parking Spaces (Public)¹						
FAR Increment per 10 Spaces	-	0.0625	0.0625	0.0625	0.0625	0.0625
Maximum Additional FAR		0.25	0.25	0.25	0.25	0.25
Parking Spaces (Beach Access)						

Table 10.313B Secondary Community Benefit by Character Area						
FAR Increment per Space	-	0.0625	0.0625	0.0625	0.0625	0.0625
Maximum Additional FAR		0.25	0.25	0.25	0.25	0.25
Public Boat Launch						
FAR Increment	0.125	-	-	-	-	0.125
Maximum Additional FAR	0.125					0.125
Public Park or Plaza (above min. open space req.)						
FAR Increment per 1,000 sf	0.0625	0.0625	0.0625	0.0625	0.0625	0.0625
Maximum Additional FAR	0.125	0.25	0.25	0.25	0.25	0.25
Public Restrooms						
FAR Increment per Facility	-	0.0625	0.0625	0.0625	0.0625	-
Maximum Additional FAR		0.0625	0.0625	0.0625	0.0625	
Public Trail or Path						
FAR Increment	0.0625	0.125	0.125	0.125	0.125	0.125
Maximum Additional FAR	0.0625	0.125	0.125	0.125	0.25	0.25
Transit Stop (Improved)²						
FAR Increment per Stop	0.0625	0.0625	0.0625	0.0625	0.0625	0.0625
Maximum Additional FAR	0.0625	0.0625	0.0625	0.0625	0.0625	0.0625

¹Public parking spaces must be provided in parking structures to earn floor area increments.

²Improved transit stops are to include a permanent shade structure and seating area and must be located at an existing or planned transit stop.

SEC. 10.314 ADMINISTRATION

A. Design Review and Approval. City staff reviews all development for compliance with this ordinance and other applicable sections of the City Code and Zoning Standards. Final review and approval for each tier of development is provided as follows:

1. Very Low-rise, Low-rise and Mid-rise Development:

- City staff shall review and approve all low-rise development that does not include additional floor area beyond that allowed in the Base Tier.
- City staff shall review all low-rise development to ensure it meets the requirements of this Section, other applicable sections of the City Code and Zoning Standards, and is consistent with the *Height and Density Development Plan and Design Guidelines*.
- Where very low-rise, low-rise, and mid-rise development includes additional floor area in trade for compensating community benefits, it shall be reviewed as though it were mid-rise development by the Planning Commission.

B. Pre-Development Meeting. A pre-development meeting with the City staff is highly recommended

prior to submission of an application for approval of any development in the HDDZ. The applicant is also encouraged to meet and discuss the proposed project with adjacent neighborhoods and/or business interests. A pre-development meeting is neither an application for approval of a plan or plat nor does it constitute a permit application or other type of development approval. A pre-development meeting does not vest any rights with regard to the development of the subject property.

- C. **Design Guidelines.** The Planning Commission shall adopt and amend *Height and Density Development Plan and Design Guidelines* to be used by staff and the Commission for the review of projects within the HDDZ as required.
- D. **Unity of Title Required.** Each project site must be under single ownership at the time of application. Development of sites that include additional floor area in trade for compensating community benefits shall not be further subdivided into additional parcels following approval (this provision is not intended to restrict the ability to create a project under condominium, cooperative, or other unsubdivided regimes). Where subdivision is permitted, it shall occur concurrent with review under this Section.
- E. **Appeals.** All appeals of final City staff and/or Planning Commission decisions shall be taken to the Zoning Board of Adjustment. Appeals of final decisions of the Zoning Board of Adjustment shall be taken to a court of competent jurisdiction.

DIVISION 10.400 TRADITIONAL NEIGHBORHOOD (TN)

SEC. 10.401 ZONING STANDARDS APPLICABLE IN A TRADITIONAL NEIGHBORHOOD (TN) ZONING DISTRICT

A. TND Development Objectives

The Traditional Neighborhood (TN) zoning districts should be based on a harmonious plan of buildings, streets, and open space, including the arrangement of vehicular and pedestrian circulation, the relationship of buildings to streets, parking, and open space, contained in an integral, cohesive plan, reflecting the layout and planning principles of traditional neighborhoods and the historic residential sections of the City of Galveston. More specifically, the intent and purpose of this TND is as follows:

1. To balance dependence upon the automobile by providing, within a walkable neighborhood, a mixture of housing types, shopping, businesses, offices, schools, churches and other civic uses, and recreational opportunities.
2. To establish a street geometry which maintains a basic geographic orientation and directional legibility throughout the neighborhood.
3. To reflect historic architectural styles and themes; including the scale, details, massing and ornamentation and specific architectural elements, particularly front porches, characteristic of traditional neighborhoods and the historic areas of Galveston.
4. To encourage a pedestrian circulation system, linking the major elements of the community, including neighborhood parks, plazas and squares, and other destinations such as shopping, recreation and civic uses, with provisions for bikeways.
5. To encourage the preservation and protection of environmentally-sensitive open space, views and natural areas.

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

SEC. 10.402 GENERAL REGULATIONS/PROVISIONS/ELIGIBILITY

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

SEC. 10.403 AREA BULK AND DIMENSIONAL REGULATIONS

The following area and dimensional regulations a TN shall apply:

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

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

B. Minimum Open Space

The minimum required open space within a TN is eight percent (8%) of the tract area. Required open space may include natural areas, golf courses and club houses, civic uses (squares, plazas, parks), any area devoted exclusively to pedestrian or bicycle use, but excluding wetlands, non-parkland detention/retention areas, and dune line setback areas. A public pedestrian path system shall be provided through open space areas, with access to water areas where feasible and consistent with sound environmental practices. For beachfront tracts, the area seaward of the dune vegetation line is not considered open space.

C. Projections allowed within the front and rear setback or building line

1. In residential areas, porches, bay windows and stairs may extend to within five-feet (5') of the rear property line provided there is no conflict with utilities, and provided further that such property line adjoins a greenway or greenbelt.
2. In commercial, retail or mixed-use areas, no front yard setback is required, provided the building fronts on a 12-foot wide minimum sidewalk. The minimum distance from the building line to the street or curb line is 12-foot.

D. Canopies and awnings may extend beyond the property line to within six feet (6') of the curb line, where the sidewalk is a minimum of 15-feet wide. However, no canopies or awnings shall extend above underground utilities. Any item to be placed into the City rights-of-way shall require a License to Use (LTU)

E. Density and Intensity of Use. The density and/or intensity of use within the TN shall be limited by the lot size, setbacks, building heights and other area and bulk regulations.

F. Land Use Mix. The Land Use mix shall be accomplished through deed restrictions.

SECTION 10.404 WASTE MANAGEMENT AND UTILITIES

A. Waste Management Refuse and Trash Pick-up - Trash and refuse storage and collection areas must be screened and located, convenient for deposit, collection and removal, and must not be visible from a public right-of-way. Trash collection should occur in rear alleys and in specially designated areas, where possible. Waste area screening in a TN shall comply with Chapter 15, Section 15-4 of City Code.

B. Utilities - All utilities shall be underground or within designated easements or R.O.W.'s. All transformers and telephone components shall be located on public property or within easements or within public R.O.W.'s, and shall be screened, where practical from the public view. Easements for utilities shall be provided as required by the City and by the respective utility companies. Utilities may be located in rear alley ways where appropriate.

SECTION 10.405 APPLICABILITY OF TND REGULATIONS, VARIANCES

- A. The standards requirements and procedures of other applicable City ordinances shall apply to a TN, unless specifically modified or amended by this TN ordinance, or through variances granted by the Zoning Board of Adjustments (ZBA), as provided herein. The ZBA may grant variances to these regulations and/or to the zoning regulations generally, provided that: (a) actions, designs or solutions proposed by the Applicant, although not literally in accord with these TN regulations or with the City's zoning and subdivision regulations, satisfy the intent and purpose of TN's at least to an equivalent degree; (b) the ZBA determines that the proposed modifications promote the health, safety, appearance, and general welfare of the community.

SECTION 10.406 PHASING

- A. The TN may be developed in phases, or sections, based on a phasing plan, submitted as part of a General Plan, to be included as part of the Site Plan application. If any section includes modifications, deemed to be substantial by the Development Services Department, the Development Services Director may require submission of a revised General Plan to the Planning Commission, demonstrating that the overall land use, intensity of use, circulation and open space is consistent with the intent and purposes of the previously approved Site Plan.

SECTION 10.407 SIGNS

- A. All signage within the TN shall conform to Article 5 of these regulations and all other applicable City codes. Permits for approved signs must be obtained from the proper City departments, as per the City's sign ordinance.

SECTION 10.408 PROCEDURE – REVIEW OF TND DEVELOPMENT APPLICATIONS

- A. Prior to, or in conjunction with, the submission of a subdivision plat for all or portions of a TND development, the Applicant shall submit a Change of Zoning request from the existing zoning category to Traditional Neighborhood (TN). The change of zoning to Traditional Neighborhood will require the development to comply with all regulations of Article 10 of these Land Development Regulations pertaining to TN development.
- B. Prior to the submission of a subdivision plat for all or portions of a TN development, the Applicant shall submit a Site Plan, together with a General Plan for the entire TN project, for Site Plan Review by the Planning Commission.
- C. Any person aggrieved by the Planning Commission's approval or disapproval of the site plan review in the Traditional Neighborhood District, may file an appeal to the City Council. Such appeal must be filed with the Development Services Department no later than ten (10) working days from the date of the Planning Commission's decision. The City Council may uphold or reverse the decision of the Planning Commission in which event, the City Council's decision shall be final. In addition, the City Council may refer the matter back to the Planning Commission with specific instructions to consider new information. In such event, the Planning Commission shall reconsider the matter at the next regularly scheduled Planning Commission meeting.

SECTION 10.409 SUBDIVISION REGULATIONS – ALTERNATIVE STREET UTILITY AND DRAINAGE STANDARDS APPLICABLE IN A TRADITIONAL NEIGHBORHOOD

A. TND Subdivision Objectives

1. The Traditional Neighborhood Development should be based on a harmonious, cohesive plan of buildings, streets, and open space, including the arrangement of vehicular and pedestrian circulation, the relationship of buildings to streets, parking, and open space, reflecting the layout and planning principles of traditional neighborhoods in the region and historic residential sections of the City of Galveston.
- B. This ordinance recognizes that TN's require alternative design and planning standards in order to encourage a human-scaled, pedestrian-oriented, built environment, reflecting the character of the traditional, historic districts of Galveston, balancing the functional needs of vehicular-pedestrian circulation and neighborhood residential life.
- C. The intent and purpose of these TND subdivision regulations are as follows:

1. To provide for streets and R.O.W.'s typical of successful current-day TND's and of the older historic areas of Galveston.
2. To provide for the traditional neighborhood character through the modifications of certain subdivision standards, consistent with promoting the health, safety, welfare and appearance of the community, including a variety of street types, with minimum street pavement widths, and where appropriate, wider sidewalk widths, and provisions for pedestrian and bikeways throughout the neighborhood.
3. To establish the street geometry should maintain a basic geographic orientation and directional legibility throughout the neighborhood.
4. To encourage a village-wide pedestrian circulation system, linking the major elements of the community, including neighborhood parks, plaza and squares, and other destinations such as shopping, recreation and civic uses, with provisions for bicycle ways.
5. To provide for the majority of residential lots served by service lanes in the rear or alleys.

D. Street and Road Definitions

Shall be amended to include, in a TND, to include, in addition to the City's typical standards, the following street types:

- 1. Residential Local Streets and Roads.** Residential local streets include streets with a R.O.W. of 60-feet or less, except Minor streets (as described below). They serve traffic within a neighborhood district and provide access to residential and other uses. The design speed shall not to exceed 20 MPH. On-street parking is encouraged.
- 2. Major Streets and Roads.** Major streets and roads include streets with a R.O.W. of greater than 60-feet (Major Street, Small Avenue). They serve to carry traffic from Minor and Local streets to Major Collector and Arterial streets, including entrances to a TND, with a design speed of 25-to 30 MPH.
- 3. Minor Streets and Roads.** Minor streets and roads include generally short streets or alley type streets (Close, Minor road, Service lane, Rear lane, Passage). Minor streets lanes are used for service access to the rear of properties otherwise abutting on a street or on a

Passage. This category of streets also includes a PASSAGE or pedestrian street, which is a linear pedestrian street with sidewalks on both sides, and may be used for emergency vehicle access. The design speed should not exceed 15 MPH.

4. “Streets” are defined as having curbs and gutters, occur in the more urban, higher density and mixed-use areas. “Roads”, without curb and gutter (but with shoulders and drainage swales on both sides) primarily occur in the lower density, less urban areas.
5. See the following chart “Street Types” for R.O.W. and pavement widths and street section details.

E. Street Standards in a TN

1. The following street standards are permitted in a TN:

NOTE: Lane widths are back-to-back of curb, where curbed; parking spaces are counted as seven feet (7') wide. Typical lane widths are 10-to 12-foot wide. On streets without curbs, seven foot (7') wide drainage swales slope to a maximum 12-inches deep maximum. Additional width for infrastructure (drainage, underground utilities, and sidewalks) may be provided in utility easements parallel to street R.O.W.'s.

CHART I: STREET TYPES AND STANDARDS

<u> </u>	<u>Curb/ Gutter</u>	<u>R.O.W.</u>	<u>Pavement Median</u>	<u>Swale Sidewalk</u>	<u>Parking</u>	<u>Curb Radii</u>	<u>Comments</u>
<u>MAJOR BLVD.</u>	<u>no</u>	<u>100'</u>	<u>2 x 24' w/12' median, 2 one way (4 lanes divided)</u>	<u>20' each side</u>	<u>none</u>	<u>15'-20'</u>	<u>Attractive landscaping, lighting, future bikeway (20' access)</u>
<u>AV-70 SMALL AVENUE</u>	<u>yes</u>	<u>70'</u>	<u>2 x 18' with parking and 14' median (3' stabilized base each side of median)</u>	<u>10' each side; 5-6' sidewalk each side</u>	<u>2 sides</u>	<u>15'</u>	<u>Center landscaping OK in esplanade (14' access)</u>
<u>RD-66 MAJOR ROAD or ENTRY STREET</u>	<u>no; varies</u>	<u>66'</u>	<u>34'</u>	<u>16' swale each side plus 5' sidewalk in easement</u>	<u>2 sides</u>	<u>15' - 20'</u>	<u>ST-66 with optional curb (20' access)</u>
<u>ST-60 MAJOR ENTRY STREET/ROAD</u>	<u>yes</u>	<u>60'</u>	<u>28'</u>	<u>16' each side; 5' sidewalk, 11' swale each side</u>	<u>1 side</u>	<u>15'</u>	<u>20' access</u>

RD-60 LOCAL ROAD ALONG BEACH, WATER FEATURE OR PARK LANDS	no	60'	28'	16' each side; 5' sidewalk, 11' swale each side	1 side	15'	20' access
RD-50 RESIDENTIAL ROAD' (ST-50 same except curbed)	no	50'	27'	13' w/4' sidewalk, and 9' swale each side	1 side	10'	17' access
RD-46 MINOR RESIDENTIAL ROAD	no	46'	20'	13', w/6' sidewalk, 7' swale one side; 9' swale other side, with 4' sidewalk	1 side on shoulder. Separate 7' gravel shoulder	10'	20' access
LN-32 SERVICE LANE	no	32'	22'	No sidewalk; 2-5' swales plus easements	none	10'	Inverted section OK (additional easements on rear of lot if nec.)(20' access)
LN-22 SMALL (rear) LANE 250' or less in length. Alley OK.	no	22'	14'; one way; 18' two way	No sidewalk; swales each side, plus easements	none	10'	One way 190 feet maximum inverted section OK (14' access)
PL-40 PLAZA STREET - One Way	yes	40' or varies	23'	5' sidewalk adjacent to rolled curb, all sides of plaza	1 side	15' (w/increased turning radius)	19' access including sidewalk (See Note 1)
PA-48 PASSAGE; Pedestrian street, U.E. and emergency access	n.a.	48'	15' stabilized base in center for emergency access	2'-5' sidewalks, and 11' swales each side	none	n.a.	Pedestrian way; 15' emergency access

<u>CL-60</u> <u>CLOSE; Short</u> <u>esplanade</u> <u>street; 190 feet</u> <u>long maximum</u>	<u>one</u> <u>side</u>	<u>60'</u>	<u>2 x 21' w/10'</u> <u>median</u>	<u>4'</u> <u>sidewalks;</u> <u>optional</u> <u>curb and</u> <u>gutter one</u> <u>side; swales</u> <u>in</u> <u>easements</u>	<u>1 side</u> <u>each</u> <u>way</u>	<u>15'</u>	<u>Esplanade</u> <u>limited to</u> <u>"ornamental"</u> <u>planting;</u> <u>deleted 38'</u> <u>from terminus</u>
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F. Other Street Provisions

1. Rear Alleys and Service lanes are encouraged in residential areas. Where rear alleys serve lots, driveways and curb cuts from front streets are prohibited.
2. Although streets generally intersect at right angles, streets may intersect at oblique angles, where the design speed is 20 MPH or less.
3. Streets with "T" intersections and focal points or view corridors are encouraged.
 - a. **Site distances**, shall be as per Section 29-4(A)8, except where commercial or mixed-use buildings front on 10-to 12-feet wide sidewalks with the public R.O.W.
 - b. **Fire Vehicle Access.** All front entries of dwelling units shall be within 150-feet of all weather access by Fire Vehicles. The minimum unobstructed emergency vehicle access on an all-weather surface is 20-feet in commercial and mixed-use areas and 14-feet in residential areas. Where 14-feet access occurs, there shall be a secondary means of access a minimum of 14-feet wide.
 - c. Each lot shall be provided with adequate vehicular and pedestrian access, which may be a service lane, alley, or shared common access drive. The minimum distance between structures for fire access is eight feet (8').
 - d. Street types within a TN may be either public or private.
 - e. The maximum vertical grade for an elevated street (five feet (5') or more above existing grade) is eight percent (8%); otherwise, the horizontal curve provisions of Section 29-4(A)6 shall apply.
 - f. Required shoulder parking lanes on streets without curb and gutter may be constructed of an all-weather wearing surface material, such as crushed limestone, different than main travel lanes.
 - g. Streets with reduced pavement widths (skinny streets) are intended to be used in lower density , lower speed, single family residential areas.
 - h. Commercial and mixed-use areas of a TND shall have a 20-foot wide unobstructed access to within 150-feet of all buildings for Fire and Emergency vehicles.
 - i. Commercial and mixed-use areas of a TND shall have streets with a minimum 20-foot wide unobstructed access way.
 - j. The 20-foot wide access way may include adjacent sidewalks with a mountable curb, or an adjacent stabilized base in a median or planting area, provided there are no vertical obstructions such as fire hydrants, trees, lamp posts, etc. However, on-street parking

shall not be counted as part of the unobstructed width.

- k. A 20-foot wide unobstructed access may be provided by an adjacent stabilized shoulder or sidewalk with a mountable curb.
- l. The above stated street standards and layout (Chart I), are subject to approval by the Development Services Director, the City Traffic Engineer, City Engineer and the City Fire Marshall or Fire Chief, based on standards contained herein.
- m. The above street standards and layout (Chart I) are permitted, subject to a drainage plan approved by the City Engineer

G. Lot Lines: Configuration

- 1. Lots may front on a street or on a Passage or public or common open space, if served (in the rear) by a Lane or Alley type street.
- 2. Side lot lines are generally at right angles to streets, although angled side lot lines and irregular lot lines are permitted.
- 3. Flag lots, which is defined as a lot fronting on a street by means of a narrow access way, are permitted, with a private common driveway easement a minimum of 20-feet wide and a maximum length of 120-feet

H. Utilities and Drainage

- 1. Utility easements on lot frontages as per Section 6.308 of these regulations may not be required where alleys or service lanes provide access to the rear of lots.
- 2. Lots not served by rear Alleys or Service Lanes shall have adequate utility easements adjacent to the public R.O.W. and if necessary, additional easements within the front yard of lots, as well as utility easements in the rear of lots.
- 3. In general, for lots without rear access lanes or Alleys, electrical, gas, and cable may be provided in adjoining easements in the rear of lots, a minimum of 10-foot wide, or as per utility company standards. Sanitary, sewer and water lines shall be located within the street R.O.W. or within lot easements adjacent to the property line abutting the street R.O.W. If dry utilities (electrical, gas, cable) and wet utilities (sanitary sewer, water) are located in the same easement, that easement shall be sixteen feet (16') wide, adjacent to the street right-of-way.
- 4. For streets without curbs and gutters, storm drainage may be located in swales on each side of the street pavement section, a minimum of seven feet (7') wide, excluding sidewalk areas, except for service lanes, where width may vary. Driveways across swales require a 12-inch diameter minimum culvert. Alleys and lanes may have a depressed concrete apron at the driveway entrance for storm water flow. No culverts shall be permitted in swales less than 10-feet in width.
- 5. Service lanes and Alleys may have an inverted pavement section, with surface flow or with inlets and subsurface storm lines where feasible.

I. Platted Lots

The minimum lot width in a TN is 18 feet. A variance from the Zoning Board of Adjustment may be granted for single family detached homes or non-residential uses, occupying more than one lot, where the minimum required lot width for a primary use is greater than 18-feet.

J. Procedure

All subdivisions within a TN shall follow the procedures described in Section 29-5 of the Subdivision Ordinance of the City of Galveston. Prior to submission of a preliminary plat, site plan approval is required by the Planning Commission, in accordance with Section 29-88 of the Zoning Standards.

Division 10.500 Neighborhood Services District

Section 10.501 Purpose, General Provisions and Site Plan Requirement

A. Purpose. The Neighborhood Services (NS) district is intended to serve as a buffer zone between residential and certain commercial uses for the convenience of people living in surrounding residential areas without undue harmful effects to neighboring residential uses.

B. General Provisions:

1. Intensity of Use. In order to help insure compatibility with surrounding residential uses, the following restrictions limit the intensity of use to which a premises may be used.

- a. A Neighborhood Services (NS) zoning district may only be established on a parcel or tract of land abutting an Urban Neighborhood (UN), Traditional Neighborhood (TN), Commercial (C), or Resort/Recreation (RES/REC) zoning district.
- b. New structures shall meet the minimum front yard requirement of the most restrictive zoning district abutting the sides of the property being developed.
- c. The gross floor area of the structures located on the premises shall not exceed 2,000 square feet on the first floor, and shall not exceed a cumulative square footage of 4,000 square feet per building.
- d. All signage within the Neighborhood Services (NS) district shall conform to Article 5 of these regulations and all other applicable City codes.
- e. Landscaping shall conform to the requirements of Article 9 of these regulations and all other applicable City codes.
- f. Any outdoor storage areas accessory to the main use shall be enclosed by a solid masonry or concrete wall, or a wood fence of sufficient height such that no stored materials or merchandise are visible above the top of the screening wall or fence.

C. Site Plan Approval. When development in this district is located on a lot located adjacent to the side or front yard of existing residential development or residentially zoned property, site plan approval shall be required before the issuance of a Building Permit.

ARTICLE 11. NONCONFORMITIES (ORD. 15-049)(ORD. 16-045)

Division 11.100 Purpose and Application

SEC. 11.101 PURPOSE

- A. **Generally.** This Article regulates existing uses, building, lots, or structures that were legally established prior to the effective date of these regulations. These are collectively referred to as nonconformities.
- B. **Reduction or Elimination of Nonconformities.** This Article provides a set of thresholds for determining when new construction or modifications to existing development require conformance with these regulations.
- C. **Conversion of Nonconformities.** This Article provides standards by which some nonconformities can be granted conforming status.
- D. **Unlawful Uses, Buildings, Structures or Lots Prohibited.** This Article does not allow the continuation of uses, buildings, lots, or structures that were not lawfully established. Such uses, buildings, lots, or structures remain subject to all provisions of these regulations and other applicable laws.

SEC. 11.102 EXEMPTIONS

- A. **Exemptions.**
 - 1. **Eminent Domain; Governmental Acquisition.** Any nonconformity created or caused by a conveyance of privately owned land to a federal, state, local government, or other entity with eminent domain authority to serve a public purpose is deemed to be conforming for the purposes of these regulations and is not subject to the limitations of this Article. This Section applies only where private land is obtained by a governmental or other condemning entity for a public purpose through purchase, condemnation, threat of condemnation, or otherwise and that creates nonconformity in terms of setback, lot size, or other standards of these regulations. This exemption does not apply to rights-of-way dedication or other public conveyances of land required by the City in the course of subdivision or other development approvals pursuant to these regulations.
 - 2. Non-Conforming buildings, signs and structures developed on lots with frontage on Seawall Boulevard, and within the HDDZ, are exempt from this Article.
 - 3. The property described as ABST 628, M Menard Sur NE & SE BLKS 141 & ADJ AC TR (141-3000-0) Galveston Outlots commonly known as the Galveston Island Historic Pleasure Pier is exempt from this Article and shall be a special exception within the Commercial Zone and shall be a legal nonconforming use.
 - 4. "Place of Public Assembly" in a Residential, Single Family (R-1) zoning district:
 - a. A church/place of worship land use, lot or structure that was legally used, erected, or maintained as a church/place of worship in compliance with the 1991 Zoning Standards on or before March 5, 2015.
 - b. Any newly acquired property by a church/place of worship complies with Section A.4(a) herein.
Note: A church/place of worship in a Residential, Single Family (R-1) Zoning District that legally existed under the 1991 Zoning Standards is considered a

conforming land use under the 2015 Galveston Land Development Regulations.
(ORD. 16-045)

B. **Maintenance.** This Article does not exempt property owners from ongoing maintenance requirements including the maintenance of existing elements of a use, buildings, structures, landscaping, signs, parking or loading areas, lighting, fences, drainage structures, and systems.

C. **Effect of Article.**

1. **Effect on Existing Development Approvals.** Nothing in these regulations shall be interpreted to require a change in any plans, construction, or designated use of any building for which a building permit was lawfully obtained from the City prior to the effective date of these regulations, October 30, 2014, or amendment.
2. **Effect on Existing Unlawful Uses, Buildings, Lots, or Structures.** Any use, building, lot, or structure that was used, erected, or maintained in violation of any previous ordinance of the City shall not be classified as nonconforming and shall be required to comply with all applicable provisions of these regulations.

Division 11.200 Types of Nonconformities

SEC. 11.201 NONCONFORMING USES

A nonconforming use is a use of land that was lawfully established on a parcel or lot before the effective date of these regulations that is no longer allowed after the effective date of these regulations. These include:

1. Uses that were lawfully established under prior regulations but are not currently listed in the applicable zoning district in Article 2, Uses and Supplemental Standards.
2. Uses that are currently listed as limited uses in the applicable zoning district in Article 2, Uses and Supplemental Standards that were previously permitted by right and do not comply with the applicable standards of Article 2, Uses and Supplemental Standards.
3. Uses that are listed as specific uses in the applicable zoning district in Article 2, Uses and Supplemental Standards but were previously permitted by right.

The nonconforming use status may be removed by obtaining approval of a special exception by the Zoning Board of Adjustment.

SEC. 11.202 NONCONFORMING BUILDINGS

A nonconforming building is a building that was lawfully constructed prior to the effective date of these regulations that does not conform to the height, setback, building coverage, building scale, spacing, or design standards that are applicable to the same type of building in the zoning district in which the building is located.

SEC. 11.203 NONCONFORMING STRUCTURES

A nonconforming structure is a structure other than a building that was lawfully constructed prior to the effective date of these regulations or amendment that does not conform to the standards that are applicable to the same type of structure in the zoning district in which the structure is located.

SEC. 11.204 NONCONFORMING LANDSCAPING

See Article 9, Landscaping for regulations governing nonconforming landscaping.

SEC. 11.205 NONCONFORMING PARKING AND LOADING AREAS

See Article 8, Parking and Loading for regulations governing nonconforming parking.

SEC. 11.206 NONCONFORMING LOTS

- A. Nonconforming lots are lots or building parcels that were lawfully created before the effective date of these regulations but that do not comply with the lot standards of these regulations.
- B. A lot or legal building site that does not conform to these regulations, is not held in common with any other adjoining lot, and is nonconforming by virtue of area, width, length, or frontage may be developed in conformance with the provisions of Article 3, District Yard, Lot, and Setback Regulations.

SEC. 11.207 NON CONFORMING SIGNS

See Article 5, Signs for regulations governing nonconforming sign regulations.

Division 11.300 General Regulations

SEC. 11.301 TERMINATION, REMOVAL, AND RESTORATION

- A. **Generally.** This Section sets out the standards for when nonconforming use must be terminated or removed and when it is allowed to be restored after temporary cessation, damage, or destruction.
- B. **Nonconforming Uses.** If a nonconforming use is discontinued for a period of 365 consecutive days, for any reason, it shall not be resumed except for Section C(1) and C(2).
- C. **Nonconforming Buildings, Structures, and Elements of Buildings or Structures.**
 - 1. If a nonconforming building or structure, or nonconforming element thereof, is damaged or destroyed by any means or is declared unsafe by the City to an extent that repairs would constitute a “substantial improvement,” meaning that the reconstruction cost or area of reconstruction is greater than 50 percent of the cost of replacement or floor area of the building, respectively, the building shall only be reconstructed if in conformity with these regulations.
 - a. If a nonconforming element is damaged or destroyed by any natural disaster, the building may be reconstructed to its original design at the point the building or structure was damaged by a natural disaster. The original nonconformity may not be enlarged, increased, or extended. An extension for a building permit(s) may be granted within 365 days of the date the insurance claims are finalized and funded.
 - 2. If the reconstruction cost or area of reconstruction, whichever is less, is less than or equal to 50 percent of the cost of replacement or floor area of the building, respectively, then the structure may be strengthened or restored to a safe condition provided that:
 - a. The original nonconformity is not enlarged, increased, or extended;

- b. Building permits are obtained for repairs within 365 days of the date the building was damaged or if no date can be reasonably established for the damage, the date that the City determines that the building is unsafe; and
 - c. The construction is commenced within 365 days after obtaining the required building permits.
- 3. Substantial improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the start of construction of the improvement. The market cost or market value of the structure shall be determined as follows:
 - a. Insurance Report;
 - b. Construction cost estimates; and
 - c. Certified appraisal.

SEC. 11.302 CHANGES OF USE

A nonconforming use shall not be changed to another nonconforming use.

SEC. 11.303 REPAIRS AND MODIFICATIONS

- A. **Generally.** Repairs and modifications to nonconformities are permitted as provided in this Section except that nonconforming buildings and structures located in floodplains are subject to the restrictions of the City's floodplain regulations and not this Section.
- B. **Repairs and Alterations.**
 - 1. **Generally.** Non-structural repairs of nonconforming buildings or structures are permitted provided they do not extend or intensify the nonconformity or materially extend their life.
 - 2. **Structural Alterations.** Structural alterations to nonconforming buildings and structures are permitted when the alteration is required by the City for code compliance reasons including compliance with design standards or if the alteration will eliminate the nonconformity.
 - 3. **Buildings Containing Nonconforming Uses.** No building or structure that contains a nonconforming use shall be enlarged unless the nonconforming use is permanently discontinued or the City requires expansion for code compliance reasons.
- C. **Expansion of Nonconforming Uses.** Nonconforming uses shall not be expanded, enlarged, extended, increased, or moved to:
 - 1. Occupy an area of land or building that was not occupied on the effective date of these regulations;
 - 2. Occupy any open space, parking or loading area, or landscaped area that is required by these regulations;
 - 3. Exceed building coverage, floor area and/or height limitations of the zoning district in which the use is located;
 - 4. Occupy any land beyond the boundaries of the property or lot as it existed on the effective date of these regulations; or
 - 5. Displace any conforming use in the same building or on the same parcel.

SEC. 11.304 NONCONFORMING LOTS

- A. **Construction on Legal Lots That Do Not Conform to Dimensional Requirements.** A legally nonconforming lot that does not meet zoning district requirements with respect to lot area, lot width, or other applicable dimensional standards may be built upon if:
1. The lot is a lot of record;
 2. The use is allowed in the zoning district in which the lot is located; and
 3. The lot has sufficient frontage on a public street to provide access that is appropriate for the proposed use.

SEC. 11.305 NONCONFORMING BUILDINGS AND STRUCTURES IN AREAS OF SPECIAL FLOOD HAZARD

Buildings and structures that are located in areas of special flood hazard shall be removed or brought into compliance with the City's floodplain regulations if they suffer "substantial damage," meaning that the reconstruction cost or area of reconstruction, whichever is less, is greater than 50 percent of the cost of replacement or floor area of the building.

SEC. 11.306 NONCONFORMING PARKING

See Article 8, Parking and Loading for regulations governing nonconforming parking.

Division 11.400 Conversion of Nonconforming Uses

SEC. 11.401 PURPOSE

Many nonconforming uses have existed for a period of time and some may have only recently become nonconforming. In many instances, these nonconforming uses are integral parts of the City's character and function, and their continuing existence does not conflict with the City's policy objective of neighborhood protection. This Division is designed to provide the process to remove the "nonconforming" designation.

SEC. 11.402 PROCEDURE

An owner of a nonconforming use may apply for a special exception from the Zoning Board of Adjustment, which has the effect of making the nonconforming use conforming.

SEC. 11.403 CRITERIA FOR APPROVAL

- A. **Generally.** A special exception may be granted by the Zoning Board of Adjustment to make a nonconforming use conforming, if, compliance with all of the criteria of this Section is demonstrated.
- B. **Nonconformity.** The use, as conducted and managed, has been determined to be a nonconforming use that has been integrated into the neighborhood's function or the zoning district's function if it is not in or adjacent to a residential neighborhood as evidenced by the following demonstrations:
1. Neighborhood residents regularly patronize or are employed at said use for nonresidential uses in or abutting residential neighborhoods;

2. Management practices eliminate nuisances such as noise, light, waste materials, unreasonably congested on-street parking, or similar conflicts;
 3. There is no material history of complaints to the City about the use. A history of complaints is justification for denying the special exception, unless the conditions of the exception will eliminate the reasons for the complaints;
 4. If the use is nonresidential, it is registered or licensed in accordance with any applicable ordinances of the City; or
 5. The use has been maintained in good condition and its classification as a nonconformity would be a disincentive for such maintenance.
- C. **Conditions.** Conditions may be imposed relative to the expansion of buffering, landscaping, or other site design provision or other limitations necessary to ensure that as a conforming use the use will not become a nuisance. Such conditions may relate to the lot, buildings, structures or operation of the use.

SEC. 11.404 EFFECT AND ANNOTATION

- A. **Generally.** Uses that comply with the conditions of a special exception issued in accordance with this Division are converted from "legally nonconforming uses" to "conforming uses" by virtue of the issuance of the special exception.
- B. **Written Approval.** Special exceptions shall be approved by the Zoning Board of Adjustment.

ARTICLE 12. ADMINISTRATIVE BODIES

Division 12.100 Purpose

SEC. 12.101 PURPOSE

The purpose of this Article is to describe the roles and duties of the various review and decision-making bodies responsible for the administration of these regulations.

Division 12.200 City Council

SEC. 12.201 GENERAL POWERS

- A. **Generally.** The City Council is the legislative body of the City and has all powers conferred and implied by the City of Galveston *Home Rule Charter* in Article 2, Uses and Supplemental Standards. The Council, the Constitution, laws of the State of Texas, and as further described in the City Code of Ordinances.
- B. **Decisions.** The Council shall hear and decide the following applications under these regulations:
 - 1. Zoning classification or map amendments of property, including creation and/or amendment of historic overlay districts, specific use permit approval, and designation of Galveston Landmarks (GL) and Neighborhood Conservation Districts (NCDs).
 - 2. Determination and placement of new and unlisted uses within zoning districts.
 - 3. Amendments to the text of these regulations and abandonment of any City ~~street~~-rights-of-way ~~or real property interest~~.
 - 4. Any other actions specifically assigned by these regulations

Division 12.300 Planning Commission

SEC. 12.301 GENERAL POWERS

- A. **Generally.** The Planning Commission is established by City of Galveston Home Rule Charter, Article 10, Planning. The Commission shall have final decision-making authority and shall make recommendations to City Council.
- B. **Decisions.** The Commission shall have the following powers:
 - 1. **Review and Decision.** The Commission shall review and decide the following types of development related applications:
 - a. Preliminary and final plats;
 - b. Replats, minor plats, and amendments to approved plats except for those which are handled administratively by the Development Services Director pursuant to Texas Local Government Code Section 212.0065 and these regulations;

- c. Approval of subdivisions with an alternative standard of compliance for any requirement of Article 6, Subdivision Design and Land Development;
 - d. Appeals of decisions by City staff related to the subdivision regulations as provided in Article 13, Permits and Procedures;
 - e. Permanent licenses to use (LTU) City right-of-ways and certain other LTUs as provided in Chapter 32-5 of the City Code;
 - f. [Beachfront Construction Certificates and Dune Protection Permits as specified by Chapter 29 of Galveston City Code, except for those which are handled administratively by the Development Services Director, as provided in these regulations; and,](#)
 - g. Any other actions specifically assigned by these regulations.
2. **Review and Recommendation.** The Commission shall review and make a recommendation to the Council for the following types of applications:
- a. Rezoning of property including creation and/or amendment of historic overlay districts, specific use permit approval, and designation of GLs and NCDs;
 - b. Determination and placement of new and unlisted uses within zoning districts;
 - c. Amendments to the text of these regulations;
 - d. Abandonment of any City ~~street~~-rights-of-way ~~or real property interest~~;
 - e. Any other review and recommendation responsibilities specifically assigned by these regulations and/or the City of Galveston Home Rule Charter; and
 - h. Site Plans and all amendments to such plans as required in the Planned Unit Development District (PUD) and Specific Use Permits (SUP).
- C. **Other Powers.** The Commission is also empowered, on its own initiative or as requested by the City Council, to:
- 1. Periodically review these regulations, the Comprehensive Plan, and other plans of the City, and make recommendations regarding updates and amendments;
 - 2. Submit reports and recommendations for the orderly growth, development, and redevelopment of the City;
 - 3. Initiate zoning map amendments, and
 - 4. Require information from City departments in relation to its work and responsibilities.
- D. **Variances.** The Planning Commission may authorize a variance from Article 6, Subdivision Design and Land Regulations when undue hardship will result from requiring strict compliance. In granting a variance, the Planning Commission shall prescribe only conditions that it deems necessary or desirable to the public interest; in making the required findings, the Planning Commission shall take into account the character of the proposed use of the land involved and existing uses of land in the vicinity, the number of persons who will reside or work in the proposed subdivision, and the probable effect of such variances upon traffic

conditions and upon the public health, safety, convenience, and welfare in the vicinity. No variance shall be granted unless the Planning Commission finds:

1. That there are special or unique circumstances or conditions affecting the land involved such that the strict application of this ordinance would deprive the applicant of the reasonable use of his land.
2. That the granting of the variance will not be detrimental to the public health, safety, welfare, or injurious to other property in the area.
3. That the granting of the variance will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of this ordinance. Such findings of the Planning Commission, together with the specified facts upon which such findings are based, shall be incorporated into the official minutes of the Planning Commission meeting at which such variance is granted. Pecuniary hardship to the subdivider, standing alone, shall not be deemed to constitute hardship.
4. Authorization for a variance under the conditions set forth herein shall require an affirmative vote by two-thirds of the Planning Commission members.

E. Exaction Variances

1. Definitions.

- a. Permit: For purposes of this section permit shall carry the meaning defined for that term by Chapter 245 of the Texas Local Government Code, as amended.
- b. Public facilities system: means the collection of public infrastructure facilities owned or operated by or in behalf of the City for the purpose of providing services to the public including existing and new developments.
- c. Public infrastructure improvement: means an improvement to a component part of the above-defined public facilities system required in whole or in part as a consequence of development.

2. Purpose, Applicability, and Designation.

- a. Purpose: The purpose of a proportionality appeal is to assure that a requirement to dedicate, construct, or pay a fee for a public infrastructure improvement imposed on a proposed plat or development as a condition of approval does not result in a disproportionate cost burden on the property owner, taking into consideration the nature and extent of the demands created by the proposed development on the City's public facilities systems.
- b. Applicability: An appeal under this section may be filed by a property owner to contest any requirement to dedicate land, to construct improvements, to pay development fees, or other than impact fees for a public infrastructure improvement which requirement is imposed under the City's Article 6, Subdivision Regulations to a plat application pursuant to this regulation, whether the requirement is applicable under uniform standards or is imposed pursuant to an individual evaluation of the proposed subdivision.
- c. Designation: The City Manager may designate and retain another licensed professional engineer to perform the duties assigned to the City Engineer by this section as needed to adjust workflow or to provide specific expertise.

3. **Proportionality Determination by City Engineer.** Prior to consideration and approval of a final plat application or other requested permit requiring dedication or construction of a public infrastructure improvement, and upon receipt of a written request by applicant or platting entity, the City Engineer shall prepare a report affirming that each public infrastructure improvement to be imposed as a condition of plat or permit approval is roughly proportionate to the demand created by the development on the City's public facilities systems, taking into consideration the nature and extent of the development proposed. In making his proportionality determination, the City Engineer may rely upon data submitted by the developer or applicant as well as:
- a. Findings pertaining to on-site improvements;
 - b. The proposed or potential use of the land;
 - c. The timing and sequence of development in relation to availability of adequate levels of public facilities;
 - d. Impact fee studies or other studies that measure the demand for services created by the development and the impact on the City's public facilities systems;
 - e. The function of the public infrastructure improvements in serving the proposed development; the degree to which public infrastructure improvements to serve the subdivision are supplied by other developments;
 - f. The anticipated participation by the City in the costs of such improvements or any reimbursements for the costs of public infrastructure improvements for which the proposed development is eligible; or
 - g. Any other information relating to the mitigating effects of the public infrastructure improvements on the impacts created by the development on the City's public facilities systems.

The proportionality assessment must be based upon an individualized determination related both in nature and extent to the impact of the proposed development, but no precise mathematical calculation is required. Wherever feasible and appropriate, the determination may incorporate or consider:

- a. Applicable federal, state, local, or regional data, statistics, guidelines, standards, methodologies, or studies; or
- b. Generally accepted best practices of the profession.

Based upon his proportionality determination, the City Engineer shall affirm that the developer's portion of the costs required for infrastructure improvements does not exceed the amount that is roughly proportionate to the impacts of the proposed development.

The City Engineer may promulgate any application requirements that may assist in making the proportionality determination required by this Subsection.

4. **Commission Determination.** The City Planning Commission shall take into account the City Engineer's report concerning the proportionality of public infrastructure improvement requirements to be applied to a proposed final plat application or permit approval, as the case

may be, in making its decision on the plat application or permit approval and shall identify any variation to the requirements that are to be included as conditions to plat or permit approval.

5. **Appeals for Exaction Variance.** An appeal to the City Council under this section may be filed by a property owner or the applicant for a final plat or permit, in which a requirement to dedicate land for, construct or pay a fee for a public infrastructure improvement has been applied or attached as a condition of approval by the Planning Commission for final plat approval or as grounds for recommending denial of the pending plat application.
 - a. **Time for Filing and Request for Extension of Time.** The appeal shall be filed in writing within ten days of the date of the Planning Commission's final plat approval or denial. The appeal shall be filed with the Development Services Department, who shall place the item for consideration at an upcoming meeting of the City Council.
 - b. **Form of Appeal.** An appeal under this Section shall allege that application of the standard or the imposition of conditions relating to the dedication, construction or fee requirement is not roughly proportional to the nature and extent of the impacts created by the proposed development on the City's public facilities systems, or does not reasonably benefit the proposed development.
 - c. **Study Required.** The appellant shall provide a study in support of the appeal that includes the following information within 30 days of the date of appeal unless a longer time is requested in writing not to exceed 60 days total:
 - i. Total capacity of the City's roadway, drainage, or park system to be utilized by the proposed development, employing standard measures of capacity and equivalency tables relating the type of development proposed to the quantity of system capacity to be consumed by the development. If the proposed development is to be developed in phases, such information also shall be provided for the entire development proposed, including any phases already developed.
 - ii. Total capacity to be supplied to the City's roadway, drainage, or park facilities system by the dedication of an interest in land, construction of improvements, or fee contribution. If the Plat application is proposed as a phased development, the information shall include any capacity supplied by prior dedication, construction, or fee payments.
 - iii. Comparison of the capacity of the City's public facilities system(s) to be consumed by the proposed development with the capacity to be supplied to such system(s) by the proposed dedication of an interest in land, construction of improvements, or fee payment. In making this comparison, the impacts on the City's public facilities system(s) from the entire development shall be considered.
 - iv. The amount of any City participation in the costs of over sizing the public infrastructure improvement to be constructed in accordance with the City's requirements.
 - v. Any other information that shows the alleged disproportionality between the impacts created by the proposed development and the dedication, construction, or fee requirement imposed by the City.

- d. **Evaluation; Recommendation.** The City Engineer shall evaluate the appeal and supporting study and shall make a recommendation to the City Council based upon the information contained in the study and the City Engineer's analysis based upon the same factors considered in making his original proportionality determination.
- e. **Decision.** The City Council shall decide the appeal and may take one of the following actions:
 - i. Deny the appeal and impose the standard or condition on the plat or permit application in accordance with the City Engineer's recommendation or the Planning Commission's decision on the plat;
 - ii. Deny the appeal upon finding that the proposed dedication, construction, or fee requirements are inadequate to offset the impacts of the subdivision on the public facilities system for water, wastewater, roadway, drainage, or park improvements and either deny the plat or permit application or require that additional public infrastructure improvements be made as a condition of approval of the application;
 - iii. Grant the appeal and waive in whole or in part any dedication, construction, or fee requirement for public infrastructure improvements to the extent necessary to achieve proportionality; or
 - iv. Grant the appeal and direct that the City participate in the costs of acquiring land for or constructing the public infrastructure improvement under standard participation policies.
- f. **Criteria for Approval.** In deciding an appeal under this section, the City Council shall determine whether the application of the standard or condition requiring dedication of an interest in land for, construction of, or payment of a fee for public infrastructure improvements is roughly proportional to the nature and extent of the impacts created by the proposed subdivision on the City's public facilities systems for water, wastewater, roadway, drainage, or park facilities and reasonably benefits the development. In making such determination, the Council shall consider the evidence submitted by the appellant, the City Engineer's report, and recommendation.
- g. **Action Following Decision.** If the relief requested under the proportionality appeal is granted in whole or in part by the City Council, the dedication, construction, or fee requirement initially recommended by the Planning Commission as a condition of plat or permit approval shall be modified accordingly and the standards applied or the conditions attached to approval of the plat or permit application shall be conformed to the relief granted.
- h. **New Study Following Modification.** If the plat or permit application is modified to increase the number of residential units or the intensity of non-residential uses, the responsible official may require a new study to validate the relief granted by the City Council.
- i. **Expiration of Relief.** If an applicant for plat or permit approval prevails on a proportionality appeal but fails to conform the Plat or Permit application to the relief granted by the City Council within the 90 day period provided, the relief granted by the City Council on the appeal shall expire.

- j. **Extensions.** The Council may extend the time for filing the revised plat or permit application for good cause shown, but in any event, the expiration date for the relief granted shall not be extended beyond one year from the date relief was granted on the appeal.
- k. **Subsequent Application.** If the Plat application for which relief was granted is denied on other grounds, a new petition for relief shall be required on any subsequent application.

Division 12.400 Zoning Board of Adjustment

SEC. 12.401 GENERAL POWERS

- A. **Generally.** The Zoning Board of Adjustment is a quasi-judicial board with the authority to hear certain matters under these regulations.
- B. **Decisions.** The Zoning Board of Adjustment shall have the following powers:
 - 1. **Variances.** Review and decide applications for variances from the provisions of these regulations, excluding matters related to subdivision regulation, as provided in Article 13, Permits and Procedures.
 - 2. **Special Exceptions.** Grant a special exception when the specific conditions for the special exception have been met. The special exception power is not an unlimited grant of authority to the Zoning Board of Adjustment but is limited exclusively to those exceptions specifically enumerated in these regulations. The Zoning Board of Adjustment shall grant a special exception only in the following instances and then only when the Zoning Board of Adjustment finds that such special exception will not affect adversely the value and use of adjacent and neighboring property or be contrary to the public interest.
 - a. Front and rear yard requirements in the following circumstances:
 - i. A front yard exception where the front yard setback of the adjacent lot does not meet the front yard requirements of these regulations;
 - ii. A rear yard exception where the rear yard setback of any two or more lots in the same block do not meet the rear yard requirements of these regulations;
 - iii. A yard exception on corner lots, or lots opposite or adjoining permanent open spaces, including parks and playgrounds; and
 - iv. An exception where the existing front yard setbacks of the various lots in the same block are not uniform, so that any one of the existing front yard setbacks shall, for a building hereafter constructed or extended, be the required minimum front yard depth.
 - 3. **Appeals.** Hear and decide appeals from:
 - a. Decisions of the Landmark Commission as provided in Article 13, Permits and Procedures.
 - b. Administrative decisions of the Development Services Director or other administrative staff of the City as provided in Article 13, Permits and Procedures.

4. The Zoning Board of Adjustment shall act as the Board of Appeals for a Request for Exemption from the standards set forth in the Design Manual for the Installation of Network Nodes and Node Support Poles.

C. **Prohibited Actions.** The Zoning Board of Adjustment shall not:

1. Approve a variance that would permit a use in a zoning district that prohibits that use.
2. Approve a variance that would allow a particular site improvement that is authorized only in specified zoning districts, along certain roadways, or in other areas of the City specifically identified in these regulations, to be constructed or placed in an area where it is not so authorized.
3. Approve a variance with any stated or implied time limit or duration, after which the approved variance would no longer apply to the subject property.
4. Approve a variance that would allow an action or activity that is prohibited by federal or state laws or regulations.

D. **Other Powers.** The Zoning Board of Adjustment is also empowered to:

1. Place upon any variance or special exception any condition reasonably necessary to protect the public interest and community welfare.
2. Revoke or modify a variance or special exception upon finding that:
 - a. Such variance or special exception was obtained or extended by fraud or deception.
 - b. One or more of the conditions imposed by the Zoning Board of Adjustment in granting such variance or special exception has not been complied with or has been violated.
 - c. The variance or special exception, although granted in accordance with all requirements of these regulations, has caused a nuisance or is otherwise detrimental to public health, safety, and welfare.
3. Grant a change of occupancy from one nonconforming use to another, provided the new use is within the same or a more restrictive use classification as the original nonconforming use. In the event a nonconforming use of a building may be changed to another nonconforming use of a more restrictive classification, it shall not later be changed to a less restrictive classification of use and the prior less restrictive classification shall be considered to have been abandoned.

Division 12.500 Landmark Commission

SEC. 12.501 GENERAL POWERS

- A. **Generally.** The Landmark Commission works to protect, enhance, and promote landmarks and districts of historical importance in the city. The Landmark Commission shall have final decision-making authority in some decisions, and in others shall make recommendations to City Council and/or the Planning Commission.

- B. **Qualifications** All regular members shall be appointed by City Council to serve in a specified position as designated below. City Council shall appoint regular members to serve in positions one through seven. City Council shall appoint the ex-officio to position eight. City Council shall appoint alternates who fulfill the requirements of positions one through four. The alternates shall not be owners from the same historic zoning district. The designated positions shall be:

Position 1. An owner of a commercial building or commercial business located in a historic zoning district or an owner of a residential condominium in the Strand/Mechanic Historic District;

Position 2. An owner of a residential historic structure located in a historic zoning overlay or historic district;

Position 3. An owner of a historic structure located in a historic zoning overlay or historic district;

Position 4. An owner of a historic structure located in a historic zoning overlay or historic district, or an owner of a structure located in a neighborhood conservation district;

Position 5. A practicing design professional, including but not limited to: an architect, a landscape architect, an engineer, or an interior designer;

Position 6. Any resident of the City, including within a NCD or historic zoning overlay or historic district;

Position 7. Any resident of the City, including within a NCD or historic zoning overlay or historic district; and

Position 8. A member of City Council, who shall be non-voting on the Landmark Commission.

In addition to meeting the requirements of the appointed position, all regular members and alternates shall have a demonstrated interest or competence in, or knowledge of historic preservation.

- C. **Decisions.** The Landmark Commission shall have the following powers:

1. **Review and Decision.** The Landmark Commission shall review and decide the following types of development related applications except for those which are handled administratively by the Historic Preservation Officer as provided through the administrative approval provisions in the City's adopted *Historic Design Standards*:

- a. Certificates of appropriateness where required in accordance with these regulations including for proposed demolition of structures;
- b. Signs within a historic overlay district;
- c. Appeals from administrative decisions regarding design plans and certificates of zoning compliance for the demolition, relocation, new construction or an alteration or addition to the street facade of an existing building or structure within a designated NCD;
- d. Determination of claims of economic hardship by applicants following denial of a certificate of appropriateness;

- e. Moving a GL from the location where it was designated; and
 - f. Any other actions specifically assigned by these regulations.
2. **Review and Recommendation.** The Landmark Commission shall review and make a recommendation for the following types of applications:
- a. To the Planning Commission and City Council for creation and/or amendment of historic overlay districts and designation of GLs and NCDs.
 - b. To the Planning Commission for permanent licenses to use (LTU) City right-of-ways, when the request is within a HOD, as provided in Chapter 32-5 of the City Code of Ordinances.
 - c. To the Planning Commission and Council for abandonment of any City ~~street~~ rights-of-way ~~or real property interest~~ in a HOD.
 - d. Any other review and recommendation responsibilities specifically assigned by these regulations.
- D. **Other Powers.** The Landmark Commission may also:
- 1. Initiate zoning map amendments to designate a GL, HOD, or NCD.
 - 2. Develop, adopt and amend design standards consistent with the *United States Secretary of the Interior's Standards for Rehabilitation* to be used by the Landmark Commission.
 - 3. Exercise its authority, under Texas Local Government Code Section 214.00111, to review a substandard building that is subject to potential corrective action by the City to determine if the building can be rehabilitated and receive a national, state, or municipal historic designation.
 - 4. File appropriate documents in the real property records of Galveston County.
 - 5. Conduct surveys and provide information to enable the City to compile and maintain the Galveston Landmark Register of Historic Places, which provides an inventory of significant historic, architectural, and cultural landmarks located within the City.
 - 6. Confer recognition upon the owners of GLs, including through the issuance of certificates, plaques, or markers.
 - 7. Testify before City boards and commissions on matters affecting historically, culturally or architecturally significant areas, building, sites, objects, structures, or historic districts.
 - 8. Provide comments to the State Historic Preservation Officer (SHPO) regarding designation on the National Register of Historic Places within the City.
 - 9. Inform and educate the citizens of Galveston concerning the historical, cultural, and architectural heritage of the City.
 - 10. Periodically review the City's zoning regulations and *Historic Design Standards* and recommend to Council amendments the Landmark Commission deems appropriate for the continued preservation and protection of landmarks, buildings, objects, sites, structures, and historic districts.

11. Submit an annual report to Council summarizing the Landmark Commission's previous year of work, on a yearly timetable established by the Commission in conjunction with the Historic Preservation Officer.
12. Apprise Council of, and make recommendations pertaining to, the availability of state, federal, or other funds that can be used to promote the preservation of landmarks and historic districts within the City.
13. Provide comments to the Historic Preservation Officer about zoning changes and other issues affecting historic resources.
14. Coordinate plans and programs of the Landmark Commission with City departments and other City boards through the Historic Preservation Officer.

ARTICLE 13. PERMITS AND PROCEDURES

Division 13.100 Purpose

SEC. 13.101 PURPOSE

The purpose of this Article is to establish procedures for the processing of permits and approvals that affect the development and use of property subject to the jurisdiction of the City.

Division 13.200 Permits and Approvals

SEC. 13.201 PERMIT REQUIREMENT

Approvals and permits are required for development within the City. The required approvals and permits are set out in this Division.

SEC. 13.202 ADMINISTRATIVE PERMITS AND APPROVALS

Administrative permits and approvals generally are processed by City staff and do not involve board/commission review or public hearing.

A. Certificate of Zoning Compliance.

1. A Certificate of Zoning Compliance is required prior to the use of any land or the occupancy of any building that is erected, converted, or structurally altered in accordance with the requirements of Chapter 10, Building Code, of the City Code of Ordinances.
2. The Development Services Director issues a Certificate of Zoning Compliance upon demonstration that the proposed use of the building or land will comply with the applicable provisions of these regulations.

B. Limited Use Approval.

A limited use approval applies to permitted uses that are subject to limitations as provided in Article 2, Table of Permitted Land Uses.

C. Temporary Use Certificate.

A temporary use is a unique short-term use that will be discontinued after a specified time. Such uses include, but are not limited to, special events, construction buildings, and seasonal businesses pursuant to Section 13.202D. Prior to the establishment of a temporary use within the City, a Temporary Use Permit (TUP) must be obtained.

1. The purpose of a TUP, which is an administrative permit issued by the Building Official, is to ensure compatibility of the temporary use with surrounding properties. Areas to be reviewed as part of the permit process include traffic circulation, parking, public conveniences, signs, and any other special operating

characteristics. This permit will specify the use, establish a period of time for which the use is approved, and any special conditions attached to the approval.

2. Appeal of a denial of a TUP shall be made to the Zoning Board of Adjustments.

D. Permitted Temporary Uses.

1. The following may be permitted by the building official as temporary uses under this division:
 - a. Model homes or apartments and related real estate services, if the use is located within the residential development to which the use pertains;
 - b. A circus, carnival, rodeo, fair, or similar activity if the use is located at least 200 feet from a R-0, R-1, ~~HZD~~ R-3, UN, and R-2 zoning districts;
 - c. An outdoor art or craft show or exhibit;
 - d. Christmas tree sales;
 - e. An on-site construction field office, if the use is located in a portable structure and conducted for not more than 6 months;
 - f. Seasonal retail sale of agricultural or horticultural products if the use is located at least 200 feet from an R-0, R-1, R-2, ~~HZD~~ R-3, and UN zoning districts; or
 - g. Seasonal day care if the use is conducted for not more than eight hours a day and not more than 30 days a year.
2. A sales office for a new subdivision may be permitted as a temporary use under this division if the sales office is located within the subdivision and at least 200 feet from existing dwellings outside the subdivision.
 - a. A sales office for a new subdivision may not be operated after:
 - i. The expiration of four years from the date the first construction permit issued in the subdivision; or
 - ii. The date by which 93 percent of the lots are sold.
 - b. The Zoning Board of Adjustment may grant an extension of the deadlines described in this subsection.
3. An outdoor public, religious, patriotic, or historic assembly or exhibit including a festival, benefit, fund raising event, or similar use that typically attracts a mass audience may be permitted as a temporary use under this division if:
 - a. For a gathering of not more than 30 persons, the use is not located in an R-2 or more restrictive zoning district;
 - b. For a gathering of more than 30 persons, the use is not located in an MF or more restrictive zoning district; or
 - c. For an exhibit, the use is not located in a TN or more restrictive zoning district.

4. A single dwelling located in a mobile structure on a construction site may be permitted as a temporary use under this division if the Building Official determines that the dwelling is required to provide security against nighttime theft or vandalism. The Building Official may allow the use for a period of up to six months and, if requested by the applicant, may extend that period for an additional six months. An applicant may appeal to the Zoning Board of Adjustment a denial of the use by the Building Official.
5. An outdoor special sale, including a swap meet, flea market, parking lot sale, or similar activity may be permitted as a temporary use under this division if the use is located in an industrial zoning district. An outdoor special sale may be conducted on not more than three days in the same week and not more than five days in the same month.
6. Within the Commercial Business District (CBD), retail services may be permitted as a temporary use in accordance with the requirements of this subsection. The retail use must:
 - a. Be located within an enclosed fire area, as defined by the Building Code, that does not require structural changes to accommodate the use; and
 - b. Have an approved certificate of occupancy or temporary certificate of occupancy.
 - c. The retail use may not exceed 12,000 square feet in area unless an approved sprinkler system has been installed in accordance with the Fire Code;
 - d. The following uses and activities may not be permitted as a temporary retail use under this subsection:
 - i. Personal services;
 - ii. Food preparation including shaved ice vending unless licensed or permitted by required health authority;
 - iii. Sale or consumption of alcoholic beverages;
 - iv. A portable toilet serving the retail use whether located inside or outside of the use; or
 - v. Storage of hazardous materials as defined by the Fire Code.
7. A permit for a temporary retail use under this subsection may be issued for up to 90 days and renewed once for a total operating period not to exceed 180 days.
8. The Building Official may permit other temporary uses that are similar to those described in this section.

E. Temporary Use Application, Approval, and Extension.

1. A person may file an application to conduct a temporary use with the Building Official. The person must file the application at least 10 days before the requested date for beginning the temporary use.

2. An application must include a diagram and description of the use and all additional information required by the Building Official to make a determination under this division.
3. After making a determination, the Building Official shall approve, conditionally approve or deny an application for a temporary use not later than the 10th day after the date the application is filed.
4. If the Building Official approves or conditionally approves a temporary use, the Building Official shall issue a building permit, certificate of occupancy, or temporary use permit.
5. Except as provided in subsection 13.202.F, the Building Official may renew or extend an authorization for a temporary use if requested by the applicant.
6. Unless further limited by the requirements of this division, a temporary use may continue for not more than 180 days. An applicant must file a new application to continue a temporary use beyond that period.

F. **Temporary Use Determinations.** The Building Official may permit a temporary use after determining that the temporary use:

1. Will not impair the normal, safe, and effective operation of a permanent use on the same site;
2. Will be compatible with nearby uses;
3. Will not adversely affect public health, safety, or convenience;
4. Will not create a traffic hazard or congestion;
5. Will not interrupt or interfere with the normal conduct of uses and activities in the vicinity; and
6. Will not operate from a facility that is poor state of disrepair, including rust, peeling paint, offensive signage, structural damage, improper vehicle suspension, or poor design.

G. **Sign Permit.**

1. A Sign Permit is required prior to the installation of a new sign or modification of any existing sign, with the exception of exempt signs (and refacing of existing signs) as identified in Article 5, Signs.
2. The Development Services Director issues all sign permits, except for those issued by the Historic Preservation Officer within historic districts following design review. However, when applicable, the following special approvals are required from the Development Services Director and several situations require approvals from other bodies prior to the issuance of the sign permit:
 - a. license to use public rights-of-way for temporary vertical banner signs;
 - b. license to use public rights-of-way for long-term vertical banner signs;

- c. approval of transfer of a permit for a billboard sign;
- d. approval of additional height for a legally nonconforming billboard sign;
- e. approval of sign design in a NCD; and
- f. approval of sign design in the Broadway Overlay Zone, Seawall Development Zone, and Gateway Development Zone.

H. License to Use. A License to Use (LTU) is required prior to placing items within or otherwise obstructing City right-of-ways in accordance with Chapter 32-5 of the City Code of Ordinances.

SEC. 13.203 DISCRETIONARY APPROVALS AND DESIGNATIONS

Discretionary approvals and designations generally require review by and/or public hearing before one or more City Boards or Commissions.

A. Rezoning.

- 1. A zoning map amendment is a change to the Official Zoning Map and includes creation and/or amendment of overlay districts, specific use permit approval, and designation of GLs, HZDs, and NCDs.
- 2. The Map and classification amendments are approved by the City Council after recommendation of the Planning Commission and recommendation of the Landmark Commission for properties in historic districts.
- 3. The Map and classification amendments also refer to instances where property designated as a temporary classification as a result of annexation is granted a permanent zoning classification.

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

C. Specific Use Permit.

- 1. A Specific Use Permit (SUP) is required prior to the establishment of any use that is classified by these regulations and subject to review as a specific use or for any use or activity which otherwise requires a SUP.
- 2. SUPs are approved by the City Council after recommendation of the Planning Commission and of the Landmark Commission for applications within historic districts and/or as they relate to GLs.
- 3. If a building permit for a use approved by Specific Use Permit (SUP) has not been issued within two (2) years of the date of final approval by City Council, the SUP and all associated plans shall expire unless the SUP specifically states otherwise or

a state or federal declaration of a natural disaster occurs within such period, then the SUP will automatically be extended for one additional two (2) year period.

4. If a use approved by Specific Use Permit is discontinued for a period of one (1) year, then the SUP and all associated plans shall be deemed to have expired and be of no effect.
5. A Specific Use Permit approved under the 1991 Galveston Zoning Standards which has not received a Certificate of Occupancy for the designated specific use prior to the adoption date (March 5, 2015) of the regulations contained herein, then the SUP and associated plans shall be deemed to have expired.

D. Temporary Permit for a Mobile Home, Travel Trailer, or Camper on a Single Lot.

1. A temporary permit is required for the location and use of a single mobile home, travel trailer, or camper on any lot in any zoning district. The intent of this temporary permit provision is to provide for flexibility of land use in community reorganization during periods immediately following natural disasters such as floods, fires, or such other emergency purposes.
2. The Zoning Board of Adjustment grants such temporary permits for periods not to exceed six months subject to such terms, conditions, or special limitations as the Zoning Board of Adjustment may prescribe or impose. The Zoning Board of Adjustment may extend any such temporary permit for up to 12 additional months, but the total term of any such permit including extensions shall not exceed 18 months.

E. Change of Occupancy for a Nonconforming Use. A change in occupancy within an existing structure, building, or site from an existing nonconforming use to a new nonconforming use must be approved by the Zoning Board of Adjustment.

F. Site Plan Approval.

1. Site plan approval is required prior to the issuance of a building permit for the construction, erection, or alteration of a structure or building in any zoning district where these Regulations specify such approval.
2. The Development Services Director administers the site plan review and approval process.

G. Sign Permit.

1. A sign permit is required prior to the installation of a new sign or modification of any existing sign with the exception of exempt signs (and refacing of existing signs) as identified in Article 3, Signs.
2. The Development Services Director issues all sign permits, except for those issued by the Historic Preservation Officer within historic districts following design review. However, when applicable, the following special approvals are required prior to the issuance of the sign permit:

- a. Special approvals issued by the Planning Commission;
- b. Special approvals and recommendations issued by the Landmark Commission. Approval of a sign design, in a designated historic district, when the design does not strictly conform to the City's adopted *Design Standards for Historic Properties* (and, therefore, cannot be approved administratively by the Officer).

H. Alternative Standard of Compliance with Subdivision Regulations.

- 1. An alternative standard of compliance enables an applicant to propose variations from certain subdivision standards prescribed by these regulations and still achieve substantial compliance with the regulations.
- 2. The Planning Commission approves alternative standards of compliance as provided in Article 6, Subdivision Design and Land Development.

I. Variance from Zoning Development Standards.

- 1. A variance from zoning development standards is a variance from any standard of these regulations other than standards specifically related to subdivisions.
- 2. Variances from zoning development standards are approved by the Zoning Board of Adjustment except for the following:
 - a. Variances granted by the Landmark Commission for on-site parking requirements in a historic district; and
 - b. Variances granted by the Development Services Director:
 - i. Parking lot landscape credit.
 - ii. Parking lot landscape exceptions and variances.
 - iii. Temporary exceptions to outdoor lighting standards.
 - iv. Exceptions to outdoor lighting standards for special events.
- 3. Variances from airport height hazard regulations shall be reviewed by the Zoning Board of Adjustment. The Zoning Board of Adjustment shall conduct a review with a recommendation from the Airport Manager. If the Airport Manager does not respond within 13 days of receipt of the application, the Zoning Board of Adjustment may act on its own to grant or deny said variance.

J. Designation of a Galveston Historic Landmark. Any structure, object, site, or building may be considered for historic landmark designation as long as it is at least 30 years old.

- 1. Application for a Galveston Landmark (GL) designation must be submitted by a majority of the owners of the subject property, and said owners shall swear or affirm that they are the majority of property owners and consent to the designation of a GL.
- 2. The following administrative bodies have decision-making authority with regards to the GL designation:

- a. The Landmark Commission reviews and recommends the historic landmark designation based on the criteria set forth in Article 2, Permitted Uses and Supplemental Standards.
 - b. The Planning Commission also reviews and recommends the historic landmark designation.
 - c. The City Council shall grant final approval of the historic landmark designation after recommendation of the Planning Commission and the Landmark Commission.
- K. **Designation of a Historic District.** A specific geographic area or collection of structures, objects, sites, or buildings may be considered for designation as a HZD.
 - 1. Application for a historic zoning district designation is initiated by submitting a petition signed by a minimum of ~~31~~ 51 percent of the property owners in the proposed district who request the designation.
 - 2. The following administrative bodies have decision-making authority with regard to the HZD designation:
 - a. The Landmark Commission reviews and recommends the historic zoning district designation based on the criteria set forth in Article 2, Permitted Uses and Supplemental Standards.
 - b. The Planning Commission also reviews and recommends the HZD designation.
 - c. The City Council shall grant final approval of the HZD designation after recommendation of the Planning Commission and the Landmark Commission.
- L. **Designation of a Neighborhood Conservation District (NCD).**
 - 1. A NCD may be designated according to the criteria set forth in Article 2, Permitted Uses and Supplemental Standards.
 - 2. Application for a NCD designation may be initiated by any of the following:
 - a. Property owners representing ~~31~~ 51 percent of the land area within the proposed district;
 - b. ~~31~~ 51 percent of property owners within the proposed district; or
 - c. The Landmark Commission, Planning Commission or City Council. Before a NCD can be initiated by a City entity, the following shall be required:
 - i. A minimum of two public forums held with the affected property owners/tenants; and
 - ii. A minimum of two notices either hand delivered or mailed to all affected property owners/tenants inviting participation and advising of meeting times and dates.
 - 3. The following administrative bodies have decision-making authority with regards to NCD designation:

- a. The Landmark Commission reviews and recommends the NCD designation based on the criteria set forth in Article 10, Permitted Uses and Supplemental Standards.
- b. The Planning Commission also reviews and recommends the NCD designation.
- c. The City Council shall grant final approval of the NCD after recommendation of the Planning Commission and the Landmark Commission.

M. Certificate of Appropriateness.

1. A Certificate of Appropriateness is required prior to the issuance of a building permit for the improvement, construction, reconstruction, repair, or demolition of any building, structure, or site designated as a historic landmark.
2. The Landmark Commission approves Certificates of Appropriateness, except as administrative approvals are provided for by these regulations and/or by the City's adopted *Design Standards for Historic Properties*.

N. License to Use.

1. A License to Use (LTU) is required prior to placing items within or otherwise obstructing City right-of-ways.
2. The Landmark Commission reviews and makes recommendations to the Planning Commission for permanent licenses to use when the request is within a designated historic district.

Division 13.300 Standardized Development Approval Procedures

SEC. 13.301 GENERALLY

- A. **Generally.** The standardized development approval procedures of this Division apply to all permit and approval applications that are set out in Division 13.200, Permits and Approvals and Division 13.500, Subdivision Plat Procedures.

SEC. 13.302 PRE-APPLICATION CONFERENCES

- A. **Generally.** The purpose of a pre-application conference is to familiarize the applicant with the development review and approval process and applicable provisions of these Regulations that are required to permit the proposed development.
- B. **Requirements.** A pre-application conference is recommended for all applications for development approvals that require public hearings, unless waived by the Development Services Director as provided in subsection 13.202.C.3, below. A pre-application conference is optional for all other application types. Pre-application conferences do not apply to administrative appeals.
- C. **Authority of Development Services Director.**

1. The Development Services Director may establish a regular schedule for conducting pre-application conferences.
2. The Development Services Director may provide for conducting pre-application conferences in person, by telephone, or by internet-based conferencing.
3. The Development Services Director may waive a pre-application conference if the Development Services Director and the applicant agree that such conference is unnecessary to serve the purposes set out in Section 13.302.A.

SEC. 13.303 APPLICATIONS

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

SEC. 13.304 APPLICATION COMPLETENESS REVIEW

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

SEC. 13.303 STAFF REVIEW AND REFERRAL

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

2. For minor plats, such decisions or referrals shall be made within 30 days of the City staff determination of a complete application.
3. The Development Services Director may refer all applications for administrative permits to the Planning Commission for a decision. The Historic Preservation Officer may refer administrative certificates of appropriateness to the Landmark Commission.

SEC. 13.306 DORMANT APPLICATIONS

- A. **Generally.** Applications for development approval must be diligently pursued by the applicant. Accordingly, this Section extinguishes applications that become inactive by the applicant, whether this inaction is during an administrative review process conducted by City staff or after staff has forwarded an application and it is under consideration by a City board or commission identified in Article 12, Administrative Bodies.
- B. **Expiration of Dormant Applications.**
 1. When an action by the applicant is required for further processing of an application (for example, submittal of supplementary documentation or payment of outstanding fees), the application shall expire 45 days after the date that the action is requested if:
 - a. The applicant fails to take action by the date specified in the written notice of the expiration of the application or permit; or
 - b. The applicant fails to request an extension of time pursuant to Section 13.306.C.
 2. When an action by the applicant is required for further processing of an application for preliminary plan or plat approval, the application shall expire 45 days from receipt of the application if the application has remained dormant during that period where no activity has occurred toward the completion of the application, where changes or corrections are required, or where instruments or documents requested or required are not forthcoming from the property owner or authorized agent within the time period provided for completion and an extension of time has not been requested pursuant to Section 13.306.C.
 3. No refunds of application fees will be issued to applicants whose applications expire pursuant to Section 13.306.
- C. **Extension of Time.** The time for expiration of an application may be extended by up to six additional months upon written request of the applicant before the end of the period set out in 13.306.B.
- D. **Effect of Expiration.** Dormant applications shall expire unless the applicant can show progress toward completion of the project as follows:

1. An application for a final plat or plan is submitted to the City;
 2. A good-faith attempt is made to file an application for a permit necessary to begin or continue towards completion of the project;
 3. Costs have been incurred for developing the project including, without limitation, costs associated with roadway, utility, and other infrastructure facilities designed to serve, in whole or in part, the project (but exclusive of land acquisition) in the aggregate amount of five percent of the most recent appraised market value of the real property on which the project is located;
 4. Fiscal security is posed to ensure performance of a required obligation; or
 5. Utility connection or fess or impact fees for the project have been paid.
- E. Any application proposal for a lot, parcel, or tract, regardless of the commonality with an expired application will be treated as a new application subject to requirements in effect at the time of the most recent submittal and with new fees.

SEC. 13.307 ADDITIONAL RECOMMENDATIONS

- A. **Generally.** The City Council, Planning Commission, Landmark Commission, and Zoning Board of Adjustment may, at their discretion, seek additional recommendations from any City department, City Board or Commission, ad hoc committee, task force, subcommittee, other public agency at any level of government, community group or organization, or others as deemed necessary to make any decision or to gain insight or information related to any case or decision pending before them if within their purview to seek such evidence.
- B. **Documentation.** The additional information and/or recommendations shall be made a part of the record of the case.

SEC. 13.308 PUBLIC NOTICE

- A. **Generally.** Public notice shall be provided as required by law or this section.

<i>Table 13.308</i> Property Owner Notice				
Landmark Commission		<i>None</i>	<i>Adjacent</i>	<i>200 Feet</i>
	COA		x	
	Demolition			x
	New Construction			x
	Recommendation to PC or ZBA			x
Planning Commission	Abandonment			x
	Beachfront Permit	x		
	Change of Zoning			x
	Classification of New and Unlisted Use	x		
	License to Use			x
	Planned Unit Development			x
	Replat			x
	Specific Use Permit			x
	Street Name Change			x
	Text Amendment	x		
Zoning Board of Adjustment	Appeal of Landmark Commission Decision			x
	Appeal of Staff Determination			x
	Change of Occupancy - Nonconforming Use			x
	Special Exception			x
	Temporary Permit for Mobile Home, Travel Trailer on Single Lot			x
	Variance			x

- B. **Mailed Notice.** If a mailed notice is required, then the Development Services Director or their designee shall deposit such notice into the mail not less than 10 days prior to the date of the hearing. Written notice shall be provided to owners of the parcels within 200 feet of the outer boundary of the land subject to the application at the mailing addresses of such persons in the records of the Appraisal District.
- C. **Posted Notice.** A posted notice may be required for proposed zoning map amendments (rezoning) and specific use permits except when a proposed map amendment is initiated by the City. The City may place a sign on the subject property at least 10 days prior to the scheduled meeting of the decision-making body, and the sign shall remain until after the final scheduled meeting regarding the subject application. Signs shall be located so that the lettering is visible from abutting public right-of-way. If no part of the subject property is visible from a public right-of-way, the notice shall be posted along the nearest street in the public rights-of-way in a location that does not obstruct sight lines that are necessary for public safety. The inadvertent removal of the posted notice (sign) shall not invalidate the statutory or ordinance required publication procedure for the zoning ordinance or map amendments.
- D. **Content of Notice.** All notices shall include the following contents:
1. The street address of the property (if a street address is assigned);
 2. The name of the applicant;
 3. The type of approval sought (*e.g.*, rezoning);
 4. A brief description of the application;
 5. The case number;
 6. The date, time and location of the meeting at which the application will be considered for approval;
 7. The phone number of the Development Services Department; and
 8. For mailed and published notices, the legal description of the property.
- E. **Computation of Time.** In computing the time periods for providing notice pursuant to this Section, the day of mailing, publication and/or posting shall not be counted, but the day of the hearing shall be counted.
- F. **Constructive Notice.** Minor defects in any notice shall not impair the notice or invalidate proceedings pursuant to the notice if a bona fide attempt has been made to comply with applicable notice requirements. Minor defects in notice shall be limited to errors in a legal description or location map that are not substantial with respect to the general location of the property, typographical or grammatical errors, or errors of actual acreage that do not impede communication of the notice to affected parties. Failure of a party to receive written notice shall not invalidate subsequent action. In all cases, however, the requirements for the timing of the notice and for specifying the time, date, and place of a hearing shall be strictly construed. If

questions arise at the hearing regarding the adequacy of notice, the decision-making body shall direct the Development Services Director to make a formal finding as to whether there was substantial compliance with the notice requirements of these regulations and such finding shall be made available to the decision-making body at the same meeting or prior to final action on the application.

SEC. 13.309 PUBLIC MEETINGS AND PUBLIC HEARINGS

- A. **Generally.** All meetings of the City Council and appointed boards and commissions shall be open to the public except as otherwise provided in the Open Meetings Act (Texas Local Government Code Chapter 551). However, not all decisions require public hearings. Therefore, recommendations and decisions that are authorized by these Regulations are classified as requiring a "public meeting" or "public hearing."
- B. **Joint Meetings.** Any public hearing required by these regulations or the laws of the State of Texas may be held jointly with any public hearing required to be held by the City Council or any other City Board or Commission except the Zoning Board of Adjustment. Such joint meetings may be held after published notice as required by law.
- C. **Consent Agendas for Public Meetings.** The City Council and any City Board or Commission that is identified in Article 12, Administrative Bodies except the Zoning Board of Adjustment may utilize a consent agenda. The consent agenda may consist of all matters brought before the decision-making body for action that do not require a public hearing. All items on the consent agenda shall be approved simultaneously by motion without comment or debate. An item may be removed from the consent agenda prior to approval at the request of any member of the decision-making body present at the meeting or by City staff. Items removed from the consent agenda shall be considered on the regular agenda.
- D. **Public Hearings.**
 - 1. **Procedures.** All decision-making bodies shall adopt rules of procedure for the conduct of public hearings. The following general procedures shall be reflected in the adopted rules of procedure:
 - a. Any person may appear at a public hearing, submit evidence, and be heard.
 - b. If a speaker represents an organization, the body conducting the hearing may request written evidence of that person's authority to speak on behalf of the group in regard to the matter under consideration.
 - c. Persons appearing at a public hearing shall identify themselves and state their address and similar information about any organization they represent.
 - d. Citizens, applicants, and the City have the right to present expert witnesses.
 - e. The chairperson may impose a reasonable time limit on speakers and may limit testimony that is deemed irrelevant or redundant.

2. **Representation.** Persons appearing before a decision-making body may appear in person or through a representative or agent. The representative or agent shall provide written authorization from the property owner granting the representative or agent authority to represent the property owner's interest in the application
3. **Decisions.**
 - a. Except where these regulations or Texas statutes provide otherwise, official action requires the favorable vote of a majority of a quorum present.
 - b. A favorable vote by the Zoning Board of Adjustment shall be governed by Texas Local Government Code Chapter 211.009.
 - c. Except when voice votes are authorized, a vote shall be conducted in accordance with the boards adopted rules of procedure.
4. **Time Limitations for Decisions.** For final plats and final development plans, the Planning Commission shall decide the application within 30 days of the date when City staff deemed the application complete and placed the application on the Planning Commission's agenda unless the applicant agrees to extend the 30 day time limit pursuant to Section 13.311.B.3.a.
- E. **Conditions of Approval.** Some procedures set forth in these regulations authorize the decision-making body to impose such conditions upon the property benefited by the approval as may be necessary to reduce, minimize, or eliminate potential adverse impact upon other property in the area or to carry out the general purpose and intent of the Comprehensive Plan and these regulations. In such cases, any conditions attached to approvals shall be directly related to the impacts of the proposed use or development and shall carry out the general purpose and intent of the *City of Galveston 2011 Comprehensive Plan* and these regulations. No conditions of approval, except for those attached to variance or minor modification approvals, shall be less restrictive than the requirements of these regulations.

SEC. 13.310 RECONSIDERATION OR REHEARING OF DECISIONS

- A. **Generally.** Decisions of the Planning Commission, Zoning Board of Adjustments, or the Landmark Commission may be brought up for a rehearing according to this Section. Decisions of the Planning Commission governed by the Article 6, Subdivision and Development Standards are not subject to the reconsideration or rehearing provision established in this Section.
- B. **Limitations.** A request for reconsideration or rehearing will be granted only if a member of the prevailing side of a vote of the board or commission finds, by majority vote of a quorum present, that:
 1. There was substantial procedural error in the original proceeding;
 2. The board or commission acted without jurisdiction in the original proceeding, and such jurisdictional defect has been since remedied; or

3. The original decision was based upon misunderstanding, fraud, or misrepresentation.
- C. **City Initiation.** If the reason for reconsideration or rehearing is based on subsection B.3, above, then only the City is authorized to present a case for rehearing or reconsideration. If there was or is suspected by the City to be intentional fraud or misrepresentation, the City may pursue any remedy at law through criminal or civil proceedings for compensatory and punitive damages allowed by law.
- D. **Conduct of Rehearing.** A rehearing shall be conducted in the same manner as required for the original proceedings before the board or commission and shall be subject to all requirements under this Article as applicable. If the initial hearing required a public hearing, any rehearing of a case or requested action shall also require a public hearing.
- E. **Timing of Rehearing.**
 1. **Same Meeting.** At the same meeting, the decision-making body may reconsider its decision based on reasons under subsection 13.310.B, above.
 2. **Different Meeting.** An exception to subsection 13.310.B, above, may be authorized by the Development Services Director, who shall consider changed conditions not previously known or addressed.
 3. **Delayed Consideration.** Any reconsideration of a decision for a reason not listed under subsection 13.310.B, above, shall only occur after a period of six months from the date of the original decision.

SEC. 13.311 CONTINUANCES AND WITHDRAWAL

- A. **Generally.** Consideration of applications may be postponed or applications withdrawn as provided in this Section.
- B. **Continuances.**
 1. **Request or Motion to Continue.** Consideration of an application may be postponed upon motion of the decision-making body or upon request of the applicant before a decision is made on the application.
 2. **Period of Continuation.** Should any item before a decision-making body be postponed in anticipation of information or events to occur prior to rendering a decision, such tabling shall be postponed to a date certain meeting.
 3. **Decision Required.** If at the conclusion of the continuation period the item under consideration remains in the same and/or unchanged state or condition as existed when the item was initially tabled, the item shall be removed from the table and shall either be approved based on the available information or shall be disapproved. In the case of a subdivision application, the decision to approve or deny the plat shall be made within 30 days of the date when City staff deemed the

application complete unless the applicant withdraws the plat from consideration or submits a sworn written statement agreeing to suspend the 30 day time limit.

- C. **Withdrawal.** Any application may be withdrawn, either in writing or on the record during the proceeding, before the recommendation or decision is made.

SEC. 13.312 EFFECT OF APPROVAL

Approval of an application shall be deemed to authorize only the particular use, plan, or other specific activity for which the approval was granted. Approvals shall run with the particular land for which approval is given. Text amendments to these Regulations are not related to particular parcels.

SEC. 13.313 EFFECT OF INACTION BY DECISION-MAKER

When a review or decision-making body does not take action on an application within the time required, which varies by type of application, such inaction shall be deemed a denial of the application unless:

- A. The decision-making body agrees to an extension of the time frame, or, in the case of subdivision plat review governed by Texas Local Government Code Section 212.009, the applicant submits a sworn written statement agreeing to suspend the 30 day time limit; or
- B. The decision-making body is a board or commission that did not meet between the date of application and the date by which action is required.

SEC. 13.314 SUCCESSIVE APPLICATIONS

- A. **Generally.** It is the policy of the City not to hear successive applications for a substantially similar application after an application is denied. The limitations of this Section prevent the consideration of successive applications.
- B. **Time Required Between Substantially Similar Applications.** The City shall not accept any application that is substantially similar to an application that was denied within the periods set out below:
 - 1. **Generally.** Six months shall elapse between the date an application is denied and the date a substantially similar application is filed.
 - 2. **Zoning Map, Classification, and Text Amendments.** Zoning Amendments follow the general rule of subsection 13.313B.1, above, except that if substantially similar rezoning applications are denied twice, two years shall elapse from the last date of denial before a new substantially similar application is accepted for processing.
 - 3. **Variances, Special Exceptions and Appeals Heard by the Zoning Board of Adjustment.** One year shall elapse between the date an application is denied and the date a substantially similar application is filed.
 - 4. **Appeals to the City Council.** One year shall elapse between the date an application is denied and the date a substantially similar application is filed.

- C. **Appeal and Waiver of Restrictions.** The determination by the Development Services Director that an application is substantially similar to a denied application is subject to administrative appeal to the Zoning Board of Adjustment.

SEC. 13.315 TERMINATION OF APPROVAL

- A. **Generally.** Development approvals shall expire after two years if no progress has been made toward completion of a project unless the applicant files a request for an extension or can show progress toward completion of a project.
- B. **Inconsistent Subsequent Approvals.** If a parcel proposed for development is subject to an approval that has not lapsed, then the approval of an inconsistent application (except approval of a request to modify the application) shall automatically terminate prior inconsistent approvals and prior subordinate approvals if construction has not commenced. For example, if property is rezoned from one classification to another and a site plan is approved under the prior zoning classification, then a subsequent rezoning to the new classification would terminate the earlier district designation (a prior inconsistent approval) and the site plan approved under it (a prior subordinate approval to the inconsistent approval). However, if the prior site plan was built out, then it would remain as a nonconforming use under the new zoning designation until it was redeveloped according to the new site plan.
- C. **Inconsistent Subsequent Development.** Variances shall terminate automatically if:
 - 1. Development that is approved by variance is modified in a manner that makes the variance unnecessary (*i.e.*, the modified development complies with these Regulations);
 - 2. Development that is approved by variance is demolished and an application to rebuild according to the previously approved plans is not filed within six months of the date of demolition; or
 - 3. An application is filed for a new project
- D. **Change in or Abandonment of a Limited Use.** A Limited Use that is abandoned may be changed to a permitted use in the zoning district.

Division 13.400 Zoning Variances

SEC. 13.401 VARIANCES FROM DEVELOPMENT STANDARDS

- A. **Generally.** The Zoning Board of Adjustment shall approve or deny variances from the zoning related development standards (such as height, bulk or area) of these regulations, but not from any subdivision related standards which are considered by the Planning Commission as alternative standards of compliance as provided in Article 6, Subdivision Design and Land Development.
- B. **Approval Standards.** The Board of Adjustment may grant a variance under this Section only if the variance is not prohibited by Section 12.401.C, and if the Zoning Board of

Adjustment makes a determination in writing that all of the following are demonstrated:

1. The request for the variance is rooted in special conditions of the applicant's property that do not generally exist on other properties in the same zoning district.
2. Due to said special conditions, the enforcement of the strict terms of these regulations would impose an unnecessary hardship on the applicant.
3. The variance is not contrary to the public interest, in that:
 - a. It does not allow applicants to impair the application of these regulations for:
 - i. Self-imposed hardships;
 - ii. Hardships based solely on financial considerations, convenience, or inconvenience; or
 - iii. Conditions that are alleged to be "special" but that are actually common to many properties within the same zoning district.
 - b. The variance will not have a detrimental impact upon:
 - i. The current or future use of adjacent properties for purposes for which they are zoned;
 - ii. Public infrastructure or services; and
 - iii. Public health, safety, morals, and general welfare of the community.
4. The degree of variance allowed from these regulations is the least that is necessary to grant relief from the identified unnecessary hardship.
5. The variance shall not be used to circumvent other procedures and standards of these regulations that could be used for the same or comparable effect (*e.g.*, if alternative development patterns, alternative development standards, or other flexible measures in these regulations are available that would avoid or mitigate hardship without using a variance, then they must be used).
6. By granting the variance, the spirit of these regulations is observed and substantial justice is done.
7. Should the Zoning Board of Adjustment approve a variance application that does not meet the approval standards established in this Section, the Planning Department shall notify the City Council within three days from the date the variance is approved.
- ~~8. The Planning Department may consider an application for a variance as an incomplete application should the application fail to establish the application is not contrary to the public interest as defined by subsection B3. a.i iii and B3. b. i iii of this Section.~~

SEC. 13.402 SPECIFIC USES

- A. **Generally.** The standards of this Section are applicable to all uses classified as specific uses by these regulations. Individual specific uses shall also comply with the applicable standards in Article 2, Permitted Uses and Supplemental Standards. All specific uses shall comply with all of the following standards:
1. The specific use will be consistent with any applicable goals, objectives, and policies of the *City of Galveston 2011 Comprehensive Plan* and any adopted neighborhood or special area plans;
 2. The specific use will not materially detract from the character of the immediate area or negatively affect the anticipated development or redevelopment trend; and
 3. The specific use is conducted in a manner that is not materially more disruptive to adjacent properties than uses permitted as-of-right in the district, unless the specific use is temporary and its limited duration will help to minimize the impact. Conditions of approval may be attached to the specific use to ensure that this requirement is satisfied.

SEC. 13.403 WAIVERS AND EXCEPTIONS

Waivers and exceptions are allowed only in cases that are specifically authorized by these regulations. Such waivers and exceptions shall be processed concurrently with the application to which they relate. They shall not be granted in circumstances where the resulting development would be injurious to the public health, safety, or welfare.

Height and density may be established by City Council through an exception for development exceeding the maximum FAR or height of a development within a specific zoning district. The building height determination shall follow the procedure for a zoning amendment as established in law and these regulations. This provision does not apply to the HDDZ.

Division 13.500 Subdivision Plat Procedures

SEC. 13.501 PRELIMINARY PLATS

- A. **Generally.** A preliminary plat is required prior to consideration of an application for final plat or final development plat approval (except minor plats), with any phased development or where restricting areas of improvements under common ownership, and/or where land that abuts a proposed development is under common ownership or control with the land that is the subject of the development proposal.
- B. **Consideration of Affected Abutting Property.**
1. When considering the phasing of development or where improvements are being restricted to a reduced area, adjacent lots, tracts, or parcels under or not under the same common ownership shall be evaluated as to the effects of the proposed plat upon those lands. There shall be no lots, tracts, or parcels that, upon platting, would prohibit the extension of utilities or the extension of approved access that results from the platting of lands.

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

SEC. 13.502 APPROVAL CRITERIA FOR PLATS

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

SEC. 13.503 FINAL PLAT AND FINAL DEVELOPMENT PLAT

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

SEC. 13.504 MINOR PLATS

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

5. Combining no more than four (4) contiguous tracts for the purpose of creating less lots/density in a subdivision. ~~The plat must limit the use of lots for single-family or duplex residential units or be limited under appropriate zoning limitations, if applicable.~~
- C. **Process.** The Development Services Director shall receive the application and either approves it or schedules it for Planning Commission review and decision within 30 days of it being determined complete per Section 13.304, Application Completeness Review. The Development Services Director is not authorized to deny a minor plat.
- D. **Standards for Approval.** The Development Services Director shall approve a minor plat application if it meets all of the following criteria:
 1. The minor plat will be consistent with any applicable goals, objectives and policies of the *City of Galveston 2011 Comprehensive Plan* and any adopted neighborhood or special area plans; and
 2. The minor plat complies with the applicable requirements of these regulations.
- E. **Required Referral.** The Development Services Director shall not deny a minor plat. If the Development Services Director does not approve the plat, they shall place the plat on the agenda of the Planning Commission so that it may be considered within 30 days of it being determined complete per Section 13.304, Application Completeness Review.

SEC. 13.506 SITE PLANS

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

SEC. 13.507 AMENDING PLAT

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

5. To show the location or character of a monument that has been changed in location or character or that is shown incorrectly as to location or character on the preceding plat;
 6. To correct any other type of scrivener or clerical error or omission on a plat previously approved by the Planning Commission including lot numbers, acreage, street names, and identification of adjacent recorded plats;
 7. To correct an error in courses and distances of lot lines between two adjacent lots if:
 - a. Both lot owners join in the application for amending the plat;
 - b. Neither lot is abolished;
 - c. The amendment does not attempt to remove recorded covenants or restrictions; and
 - d. The amendment does not have a material adverse effect on the property rights of the other owners in the plat.
 8. To relocate a lot line to eliminate an inadvertent encroachment of a building or other improvement on a lot line or easement.
 9. To relocate one or more lot lines between one or more adjacent lots if:
 - a. The owners of all those lots join in the application for amending the plat;
 - b. The amendment does not attempt to remove recorded covenants or restrictions; and
 - c. The amendment does not increase the number of lots.
 10. To make necessary changes to the preceding plat to create six or fewer lots in the subdivision or a part of the subdivision covered by the preceding plat if the changes:
 - a. Do not affect applicable zoning and other regulations of the City;
 - b. Do not attempt to amend or remove any covenants, conditions or restrictions; and
 - c. Affect an area that approved by the Planning Commission as a residential improvement area.
 11. To replat one or more lots fronting on an existing street if:
 - a. The owners of all those lots join in the application for amending the plat;
 - b. The amendment does not attempt to remove recorded covenants or restrictions;
 - c. The amendment does not increase the number of lots; and
 - d. The amendment does not create or require the creation of a new street or make necessary the extension of City facilities.
- D. **Referral.** The Development Services Director shall not deny an application for a minor amending plat. If the Development Services Director does not approve the proposed amending plat it shall be referred to the Planning Commission.

SEC. 13.508 VACATING PLAT

- A. **Generally.** The owners of the tract covered by a plat may vacate the plat at any time before any lot in the plat is sold. The plat is vacated when a signed, acknowledged instrument declaring the plat vacated is approved and recorded in the manner prescribed for the original plat.

- B. **Restrictions.** If lots in the plat have been sold, the plat, or any part of the plat may be vacated on the application of all the owners of lots in the plat with approval obtained in the manner prescribed for the original plat.
- C. **Annotation.** Pursuant to Texas Local Government Code Section 212.013, the County Clerk shall write legibly on the vacated plat the word "Vacated" and shall enter on the plat a reference to the volume and page at which the vacating instrument is recorded.
- D. **Effect of Vacation.** On the execution and recording of the vacating instrument, the vacated plat has no effect.

SEC. 13.509 REPLATS

Replats may be allowed without prior vacation of the existing plat according to the applicable standards of Texas Local Government Code Section 212.0143.

Division 13.600 Map Amendments

SEC. 13.601 PROCEDURES FOR MAP AMENDMENTS

- A. **Generally.** The boundaries of any zoning district in the City may be changed or the zone classification of any parcel of land may be changed as provided in this Section.
- B. **Initiation of Rezoning.**
 - 1. A zoning map or classification amendment may be initiated by the owner of the property to be amended or their authorized agent, the City Council, the Planning Commission, or by the Development Services Director. The Landmark Commission may initiate a zoning map amendment to designate a GL, HZD, or NCD. Rezoning applications by property owners and their agents shall be submitted on a form approved by the Development Services Director.
 - 2. The Development Services Director may require the submission of such other information as may be necessary to permit the informed exercise of judgment under the criteria for the review of a rezoning application. Such information shall be related to the scale, location, and impacts of the rezoning application and may include, by way of illustration and not limitation, analysis of the capacity of the land to support development (*e.g.*, soil characteristics and hydrology) or the additional impacts (or reduction in impacts) that may be created by changing the district designation, in terms of:
 - a. Traffic (trip generation);
 - b. Drainage;
 - c. Visual, aesthetic and land use adjacency impacts;
 - d. Water and wastewater use and availability; and
 - e. Other information determined by the City as necessary to make an informed analysis and decision.

For a zoning map amendment application to be considered complete for the R-0 Single Family Residential District, the application must include:

- a. 75 percent of the dwellings in the proposed zoning area must be single-family owner occupied structures;

- b. 75 percent of the property owners shall initiate a petition to rezone to R-0;
 - c. Commercial uses and short term rentals prohibited;
 - d. The petition shall identify the streets, street blocks, and boundary subject to the rezoning;
 - e. The neighborhood must be similar in design and character; and
 - f. Dangerous and dilapidated structures as defined in the Municipal Code must not be present within the proposed boundary of the R-0 district.
- C. **Criteria for Approval.** The Planning Commission may recommend approval and City Council may grant the approval of a rezoning request if it is demonstrated that:
- 1. The proposed zoning is preferable to the existing zoning in terms of its likelihood of advancing the goals, objectives, and policies of the *City of Galveston 2011 Comprehensive Plan* and other adopted neighborhood plans, special area plans, redevelopment plans, or other plans applicable to the area;
 - 2. The proposed zoning is consistent with the future land use map of the *City of Galveston 2011 Comprehensive Plan* (a future land use map amendment may be processed concurrently with the rezoning);
 - 3. The proposed change is consistent with the implementation of existing or pending plans for providing streets, water and wastewater, other utilities, and the delivery of public services to the area in which the parcel proposed for rezoning is located;
 - 4. The range of uses and the character of development that is allowed by the proposed zone will be compatible with the properties in the immediate vicinity of the parcel proposed for rezoning, and the parcel proposed for rezoning has sufficient dimensions to accommodate reasonable development that complies with the requirements of these Regulations including parking and buffering requirements; and
 - 5. The pace of development and/or the amount of vacant land currently zoned for comparable development in the vicinity suggests a need for the proposed rezoning in order to ensure an appropriate inventory of land to maintain a competitive land market that promotes economic development.
- D. **Procedures.** Applications for a zoning map or classification amendment are processed according to the sequential steps set out in Section 13.302, Pre-Application Conference, through Section 13.309, Public Meetings and Public Hearings, and shall be decided by the City Council after recommendation of the Planning Commission (which is preceded by recommendation of the Landmark Commission to the Planning Commission for applications within historic districts) pursuant to the public hearing provisions of Section 13.309, Public Meetings and Public Hearings. All involved bodies shall hold public hearings. The procedure shall incorporate the following additional requirements, which supersede any conflicting provisions in Division 13.300, Standardized Development Approval Procedures:
- 1. At any time during or after application completeness review, if the Development Services Director requires additional information pursuant to subsection 13.601.B.2 above, the Development Services Director may retain the application and notify the applicant regarding the specific information requested.

2. The applicant shall provide the additional information within 30 days of the date of the request from the Development Services Director. If the materials are not submitted within said time period, the application shall lapse.
3. The Planning Commission shall make a preliminary report and hold a public hearing on the proposed rezoning before making a final report to the City Council. The Planning Commission may defer its report for no longer than its next meeting to have an opportunity to consider revisions to the submittal that are requested from or volunteered by an applicant, which may have a direct bearing on the proposed rezoning.
4. The Development Services Director shall forward the final report from the Planning Commission to the City Council with a recommendation.

E. Decision.

1. After receiving the final report of the Planning Commission, the City Council shall hold a public hearing on the proposed rezoning and, at the close of the hearing shall, based upon the recommendations of the Development Services Director and/or Planning Commission:
 - a. Approve the rezoning by ordinance;
 - b. Approve the rezoning by ordinance with modifications;
 - c. Deny the rezoning; or
 - d. Refer the proposed rezoning back to the Planning Commission, to the Development Services Director, to a committee of the City Council, or to an ad hoc committee for further consideration and recommendation.
2. The City Council shall support its decision with written findings of fact regarding the approval criteria in Section 13.601, Procedures for Map Amendments.

SEC. 13.602 CONSIDERATIONS FOR MAP AMENDMENTS

A. Purposes. Map amendment proposals shall serve the following purposes:

1. Securing adequate light, air, convenience of access and safety from fire, flood, and other danger;
2. Lessening or avoiding congestion in public ways;
3. Promoting the public health, safety, comfort, morals, convenience, and general welfare; and
4. Otherwise accomplishing the purposes of Texas Local Government Code Chapter 211, Municipal Zoning Authority.

B. Considerations. In preparing and considering proposals for map amendments, the Planning Commission and the City Council shall pay reasonable regard to:

1. The *City of Galveston 2011 Comprehensive Plan* and any adopted neighborhood or special area plans;
2. Current conditions and the character of current structures and uses in each district;
3. The most desirable use for which the land in each district is adapted;
4. The conservation of property values throughout the jurisdiction; and

5. Responsible development and growth.

Division 13.700 Text Amendments

SEC. 13.701 PROCEDURES FOR TEXT AMENDMENTS

- A. **Generally.** The City Council may amend the text of these regulations in accordance with the procedures set forth in this Section and Division 13.300, Standardized Development Review Procedures to implement the *City of Galveston 2011 Comprehensive Plan* as it may be amended from time to time, conform to state or federal legal requirements, address changing or changed conditions or otherwise advance the public health, safety, and welfare of the City.
- B. **Initiation of Amendment.** The City Council, the Planning Commission, the Zoning Board of Adjustment, and the Landmark Commission may initiate an amendment by motion. The Development Services Director may also initiate an amendment. Others who wish to propose potential text amendments shall do so in writing to the Development Services Director.
- C. **Criteria for Text Amendments.** Recommendations and decisions regarding petitions for amendments to the text of these regulations are legislative in nature, but shall be based on consideration of all the following criteria:
 1. The proposed amendment will help to implement the adopted *City of Galveston 2011 Comprehensive Plan* or if it involves a topic that is not addressed or not fully developed in the *City of Galveston 2011 Comprehensive Plan*, the proposed amendment will not impair the implementation of the adopted *City of Galveston 2011 Comprehensive Plan* and other adopted special-area and special-topic plans when compared to the existing regulations.
 2. The proposed amendment is consistent with the stated purposes of these regulations.
 3. The proposed amendment will maintain or advance the public health, safety, or general welfare.
 4. The proposed amendment will help to mitigate adverse impacts of the use and development of land on the natural or built environment, including, but not limited to mobility, air quality, water quality, noise levels, storm water management, wildlife protection, and vegetation or will be neutral with respect to these issues.
 5. The proposed amendment will advance the strategic objectives of the City Council such as fiscal responsibility, efficient use of infrastructure, public services, and other articulated City objectives.
- D. **Procedure.** Text amendments are processed according to the sequential steps set out in Section 13.302, Pre-Application Conference (for privately initiated text amendments) through Section 13.309, Public Meetings and Public Hearings and shall be decided by the City Council after recommendation of the Planning Commission (which is preceded by recommendation of the Landmark Commission to the Planning Commission for proposed text amendments with implications for historic districts and/or landmarks) pursuant to the public meetings provisions of Section 13.309, Public Meetings and Public Hearings. Both bodies shall hold public hearings. The procedure shall incorporate the following additional requirements:
 1. **Staff Review.** The Development Services Director shall review each proposed amendment in light of the approval criteria of subsection 13.701.C, above, and refer the application to City departments or other entities as deemed necessary. Based on the results of those

reviews, the Development Services Director shall provide a report and recommendation to the Planning Commission.

2. Planning Commission Recommendation.

- a. The Planning Commission shall make a preliminary report to the City Council and hold at least two public hearings on the proposed text amendment. Following the hearings, the Planning Commission shall make a final report to the City Council.
- b. Upon receiving the final report of the Planning Commission, the Development Services Director shall draft an ordinance, submit it to the City Attorney for approval as to form, and shall forward the ordinance to the City Council for consideration.

3. City Council Action. After receiving the final report of the Planning Commission, the City Council shall vote to approve, approve with amendments, or reject the proposed amendment, based on the approval criteria in subsection C, above. The City Council also may refer the proposed amendment back to the Planning Commission for further consideration, continue a public hearing, or postpone action on an application for a period not to exceed 90 days (or shorter period if the application is being processed concurrently with a plat and the plat application is still pending at the time the amendment is postponed).

- E. No Retroactive Cure of Violations.** The amendment of the text of these Regulations may transform a legally nonconforming situation into a conforming one. However, no petition for a text amendment shall be used to cure a violation of any part of these regulations.

SEC. 13.702 CONSIDERATIONS FOR TEXT AMENDMENTS

A. Purposes. Text amendment proposals shall serve the following purposes:

1. Advancing the goals, objectives, and policies of the *City of Galveston 2011 Comprehensive Plan* and other adopted special-area and special-topic plans;
2. Securing adequate light, air, convenience of access, and safety from fire, flood, and other danger;
3. Lessening or avoiding congestion in public ways;
4. Promoting the public health, safety, comfort, morals, convenience and general welfare; and
5. Otherwise accomplishing the purposes of Texas Local Government Code Chapter 211, Municipal Zoning Authority.

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

1. The *City of Galveston 2011 Comprehensive Plan* and related plans;
2. Current conditions and the character of current uses and structures in each district;
3. The most desirable use for which the land in each district is adapted;
4. The conservation of property values throughout the jurisdiction; and
5. Responsible development and growth.

Division 13.800 Protests

SEC. 13.801 ZONING AMENDMENTS PROTESTS

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

Division 13.900 Administrative Appeals

SEC. 13.901 ADMINISTRATIVE APPEALS

- A. **Generally.** Administrative appeals are processed according to the provisions of this Section.
- B. **Appellate Bodies Designated.**
 - 1. Appeals from final decisions of City staff are heard by the Zoning Board of Adjustment, except that appeals from decisions of City staff related to subdivision regulation are heard by the Planning Commission.
 - 2. Appeals from final decisions of the Landmark Commission are heard by the Zoning Board of Adjustment.
 - 3. Appeals from final decisions of the City Council, the Planning Commission with respect to subdivision matters, and the Zoning Board of Adjustment with respect to appeals from City staff decisions or from Landmark Commission decisions are heard by a court of competent jurisdiction.
- C. **Initiation and Timing of Appeal.**
 - 1. The applicant may appeal that decision to the body specified in subsection B, above, by filing a notice of appeal with the Development Services Director or with the Historic Preservation Officer for appeals of Landmark Commission decisions. The notice of appeal

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

2. The notice of appeal shall specify the decision appealed from and the basis for the appeal, which shall include the specific sections of these Regulations that are alleged to have been overlooked or applied in error, and in what specific way this has affected or will affect the aggrieved party who initiated the appeal. Such statement of the basis of the appeal shall provide sufficient detail to put the City on notice with respect to the matters to be raised.
- D. **Process.** Appeals shall be processed by the body specified in subsection B., above, according to the general procedures set out in Division 13.300, Standardized Development Approval Procedures, except that:
1. Staff shall provide a report describing the nature of the decision and the notice of appeal; and
 2. No recommendations are required from boards or commissions other than the decision-maker.
- E. **Hearings and Sworn Testimony.** A public hearing shall be held on the appeal. Testimony at the public hearing shall be sworn.
- F. **Decision.** In exercising the power to decide an appeal, the decision-maker may reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination appealed from and make such order, requirement, decision, or determination as ought to be made and to that end shall have all the powers of the officer or body from whom the appeal is taken. With respect to decisions of the Zoning Board of Adjustment, the concurring vote of 73 percent of the members of the board is necessary to reverse an order, requirement, decision, or determination of a City staff member.
- G. The Zoning Board of Adjustment on appeal shall decide an appeal of a determination of whether preexisting regulations apply to an application, approval, or permit, a determination that an application, approval, or permit has expired or an application, approval, or permit is dormant based upon the following factors:
1. Whether the City received fair notice of the project and the nature of the permit sought;
 2. Whether the nature and scope of the project prevents the City from applying one or more current regulations to the proposed or pending applications;
 3. Whether any prior approved applications for the property have expired or have been terminated in accordance with law;
 4. Whether any statutory exception to a right asserted pursuant to Texas Local Government Code Chapter 243 is applicable to one or more current regulations;
 5. Whether any exemption from one or more regulations under these Land Development Regulations or other ordinances is applicable to the project; and
 6. Whether the project is dormant.
- H. **Binding determination.** If an appeal is taken to the Board of Adjustment, their decision shall be so filed with the City as related to the project and the determination shall be considered binding upon the City and the applicant for the life of the project. The Zoning Board of Adjustment's decision on appeal shall be filed in the office of the Director of Development Services.

- I. **Judicial Review.** Should the applicant or City be aggrieved by or dissatisfied with the decision of the Zoning Board of Adjustment, the applicant or City may pursue all legal remedies to appeal the decision to a court of competent jurisdiction pursuant to Texas Local Government Code, Chapter 211.

Division 13.1000 Interpretations

SEC. 13.1001 ADMINISTRATIVE INTERPRETATIONS

- A. **Generally.** Any person may request an administrative interpretation of the terms, provisions, or requirements of these regulations if the application of the terms, provisions, or requirements is not obvious.
- B. **Applicability.** This Section applies to any request to interpret a provision of these Regulations.
- C. **Application Fee.**
 1. It is the intent of the City Council that these regulations be accessible and clear to the residents, business owners and landowners in the City, and that the spirit of Texas Local Government Code Chapter 552, Public Information, be observed. As such, City staff will provide:
 - a. General information to residents, business owners, and landowners with respect to the zoning districts that apply to property;
 - b. References to the standards that may be applied to individual uses or buildings; and
 - c. Requested public records that are related to the administration and enforcement of these regulations.
 2. It is not the intent of the City Council that the Development Services Director affirmatively evaluates the full development potential of individual properties or resolves other such detailed inquiries about specific properties or issues without a pending application.
 3. Within these guidelines, the Development Services Director is authorized to waive the application fee for specific inquiries that do not involve material time commitments or copying costs and to charge an hourly research fee for broad inquiries that are likely to involve material time commitments. Such fee shall be according to a fee schedule promulgated by City Council resolution.
- D. **Process.** The interpretation is made by the Development Services Director or other City staff member charged with administering the provision for which an interpretation is requested. The responsible City staff member and the City are not obligated to render an interpretation. The interpretation is not subject to appeal, although related appeals may proceed as provided in these Regulations (*e.g.*, appeals of decisions on applications that may be impacted by the interpretation). After an interpretation is issued, the Development Services Director may propose a text amendment to these Regulations to codify the interpretation.
- E. **Application Requirements.**
 1. Applications for interpretations shall be submitted on a form approved by the Development Services Director.

2. The applicant shall cite the specific provision for which interpretation is sought, a description of a hypothetical situation or scenario to which the application of these regulations is in question, and a statement of the nature of the interpretation sought.
- F. **Decision.** Within 10 business days after the application for an interpretation is filed, the Development Services Director shall make a good faith effort to interpret the provision that is the subject of the application. The response to the interpretation request may require more time if additional information is needed or input from others is pending. The response to the applicant shall be in writing, and the Development Services Director shall keep a copy of the response in a record of interpretations.
- G. **Standards for Interpretations.** The interpretation shall be based on:
1. The materials or scenario posed by the applicant;
 2. The plain and ordinary meaning of the terms that are subject to the application for an interpretation as set out in *Webster's Third New International Dictionary* or other current and authoritative dictionaries;
 3. The purpose statement for the Section of these regulations that is the subject of interpretation;
 4. Any other provision of the *City of Galveston 2011 Comprehensive Plan*, the City of Galveston Code of Ordinances, state law or federal law that are related to the same subject matter;
 5. Any technical meanings of the words used in the provision subject to interpretation;
 6. Other interpretations rendered by the City relating to the same or related provisions of these regulations;
 7. The consequences of the interpretation;
 8. The legislative history;
 9. The problem or issue that is addressed by the provision subject to interpretation; and
 10. Sources outside of the regulatory provision that provide a related source for the definition, such as technical or professional literature.
- H. **No Legal Advice.** The City does not provide legal advice to applicants or property owners. Private parties, including purchasers, lenders, title insurers, and others are advised to seek legal opinions from their attorneys with respect to specific potential applications of these Regulations. No interpretation provided by City staff pursuant to this Section shall be construed as legal advice.
- I. **No Binding Effect.** It is the policy of the City to evaluate applications for development approval comprehensively on their individual merits. Therefore, interpretations may be persuasive to the applicable development review bodies, but they are not binding on the City.
- J. **Recordkeeping.** The Development Services Director shall keep records of interpretations made pursuant to this Section.

Division 13.1100 Fees

SEC. 13.1101 AUTHORITY TO ESTABLISH FEES

- A. **Generally.** Fees for the administration of these regulations shall be established as provided in ~~this Section~~; [table 13.1101, below](#).

Table 13.1101	
ZONING	
Zoning Change (includes SUP, Zoning Text Change, and Classification of New and Unlisted Use)	\$1,000 (plus cost of signage and associated fees)
Planned Unit Development (PUD)	\$1,200 Master/Concept Plan and Revision; and, \$300 Minor Amendment to PUD Plan (admin)
Variance	\$375
Appeal	\$350
Zoning Verification Letter	\$100
Zoning Analysis	\$500
Certificate of Zoning Compliance (COZC)	\$100
SUBDIVISION	
Minor Plat	\$250
Preliminary Plat	\$750
Final Plat	\$750
Subdivision Variance	\$375
REAL ESTATE	
Abandonment	\$1,000 application plus fair market value
BEACHFRONT	
Beachfront Construction and Dune Protection Permit	\$500 (plus \$200 fibercrete maintenance fee per state, when applicable)
Beachfront Construction and Dune Protection Permit – Planning Commission Review	\$750 (plus \$200 fibercrete maintenance fee per state, when applicable)
Beach Maintenance Permit	\$500
DEVELOPMENT	
Site Plan Review	\$100 Residential, \$200 Commercial, \$500 HDDZ, and \$50 Historic
Height and Density Development Zone (HDDZ) Design Review	Based on professional services cost
Sign	\$100
Tree Mitigation	\$125 per caliper inch up to 12 inches and \$200 per caliper inch more than 12 inches
LANDMARK	
New Construction	\$250
Demolition	\$500
MISCELLANEOUS	
GIS Map	\$100 per linear foot
Plot Plan Reproduction	\$50 per page

- B. **Authority.** The City Council shall, from time to time, establish fees by resolution for the processing and review of the various applications that are required by these Regulations. The fees shall be reasonable but shall not exceed the actual costs to review the applications while also providing for monitoring of compliance for permits that require periodic renewal and developments approved subject to conditions. The City Council may provide for a flat fee plus require the reimbursement of extraordinary costs to the City that are necessitated by an application, such as fees for expert technical review or advice from consultants or fees for legal review.
- C. **Relationship to Application.** No application shall be eligible to be determined complete until all application fees are paid in full including escrow fees.

ARTICLE 14. DEFINITIONS

Division 14.100 Word Usage

SEC. 14.101 WORD USAGE

- A. **Generally.** The rules of this Division shall be observed and applied when interpreting these Regulations, except when the context clearly requires otherwise.
- B. **Word Usage.** Words shall be interpreted as follows:
1. Words used or defined in one tense or form shall include other tenses or forms.
 2. Words in the singular number shall include the plural number. Words in the plural number shall include the singular number.
 3. The masculine gender shall include the feminine. The feminine gender shall include the masculine.
 4. The words "shall" and "will" are mandatory.
 5. The words "may" and "should" are permissive.
 6. The word "person" includes individuals, partnerships, firms, corporations, associations, trusts and any other similar entities or combination of individuals.
 7. The word "building" includes structures.
 8. The word "lot" includes plots and tracts.

SEC. 14.102 ABBREVIATIONS AND ACRONYMS

- A. **Abbreviations.** The following abbreviations are used in these regulations:

1. [-: Prohibited Use](#)
2. ac: acre
3. [C: Commercial-Mixed Use](#)
4. [CB: Central Business](#)
5. DBH: diameter at breast height
6. du or du's: dwelling unit(s)
7. ft: feet
8. [H: Historic](#)
9. [HI: Industrial, Heavy](#)
10. [L: Limited](#)
11. [LI: Industrial, Light](#)
12. max: maximum
13. [MF: Multifamily](#)
14. min: minimum
15. n.a.: not applicable
16. [P: Permitted](#)
17. [R-0: Restricted Residential, Single-Family](#)
18. [R-1: Residential, Single-Family](#)
19. [R-2: Residential, General Duplex – Eightplex](#)
20. [RES/REC: Resort/Recreation](#)
21. [S: Specific Use](#)
22. sf: square feet

23. [TN: Traditional Neighborhood](#)

24. [UN: Urban Neighborhood](#)

B. Acronyms. The following abbreviations are used in these regulations:

1. [AASHTO: American Association of State Highway and Transportation Officials](#)
2. [ADU: Accessory Dwelling Unit](#)
3. [ANSI: American National Standards Institute](#)
4. [ATMs: Automated Teller Machine](#)
5. [BFE: Base Flood Elevation](#)
6. [CCRs: Covenants, Conditions and Restrictions](#)
7. [CEVMS: Changeable Electronic Variable Message Signs](#)
8. [DADS: Texas Department of Aging and Disability Services](#)
9. [DBH: Diameter at Breast Height](#)
10. [DXF file: Standard Digital Exchange Format](#)
11. [EEHD: East End Historical District](#)
12. [EMCs: Electronic Message Centers](#)
13. [ETJ: Extraterritorial Jurisdiction](#)
14. [FAA: Federal Aviation Administration](#)
15. FAR: Floor Area Ratio
16. [FCC: Federal Communications Commission](#)
17. FEMA: Federal Emergency Management Agency
18. FIRM: Flood Insurance Rate Map
19. [FIRMs: Flood Insurance Rate Maps](#)
20. [GL: Galveston Landmark](#)
21. GLO: Texas General Land Office
22. [HDDZ: Height and Density Development Zone](#)
23. [HOD: Historic Overlay District](#)
24. HPO: Historic Preservation Officer
25. [HZD: Historic Zoning District](#)
26. [LBHD: Lost Bayou Historical District](#)
27. [LCD: Liquid Crystal Displays](#)
28. LDR: Land Development Regulations
29. [LED: Light Emitting Diode](#)
30. [LTU: License to Use](#)
31. [NAVD: North American Vertical Datum 1988](#)
32. [NCD: Neighborhood Conservation District](#)
33. [NCP: Neighborhood Conservation Plan](#)
34. [NDS: Neighborhood Design Standard](#)
35. [PUD: Planned Unit Development](#)
36. [RVs: Recreational Vehicles](#)
37. [SHPO: State Historic Preservation Officer](#)
38. [SSHD: Silk Stocking Historical District](#)
39. [SUP: Specific Use Permit](#)
40. [TAS: Texas Accessibility Standards](#)
41. [TCEQ: Texas Commission on Environmental Quality](#)
42. [TND: Traditional Neighborhood Development](#)
43. [TUP: Temporary Use Permit](#)
44. [UE: Utility Easements](#)

SEC. 14.103 USE DEFINITIONS

This Section provides definitions of terms and phrases that are not defined in other Articles of these regulations:

Accessory Building means a structure that is subordinate to a principal building, and which serves a purpose that is customarily incidental to but clearly associated with the principal use. Examples of residential accessory buildings and structures include storage sheds, gazebos, home workshops, children's playhouses, greenhouses or other garden shelters, and detached residential garages and carports.

Accessory Dwelling Unit means a subordinate and complete dwelling unit that is accessory to the principal residential or nonresidential use on the same lot or parcel, whether integrated within, attached to, or detached from the principal structure. Occupants of an accessory unit associated with a principal residential use may include persons employed to work on the premises as a domestic worker or caretaker (e.g., nurse, nanny or "house-sitter"). The phrase does not include a "live-work unit" or a "single-family attached" dwelling such as a duplex or townhome.

Accessory Use means a use located on the same lot or parcel that is customarily associated with but incidental and subordinate to a particular principal use.

Adult Day Care means a facility that provides care for the elderly and/or functionally impaired adults in a protective setting for a portion of a 24-hour day.

Adult Use means:

1. Any use of property available to the public, whether for profit or not, that:
 - a. Involves nude or topless dancing;
 - b. Predominantly advertises and offers material and/or items that depict and/or are generally used in sexual activity; or
 - c. Allows other similar activities that depict, describe, simulate or relate to sexual activities.
2. Not limiting the preceding, the phrase shall also include any:
 - a. Bookstore/shop in which the primary type of material offered is of a sexual nature;
 - b. Motion picture arcade/motion picture theater in which the predominant type of material shown depicts sexual acts;
 - c. Cabaret/lounge/night club in which the predominant attraction is nude or topless dancing; or
 - d. Health spa/sauna in which services of a sexual nature are offered to the public.
3. Not limiting the preceding, and with respect to specific business types, the phrase shall also include, but is not limited to, any:
 - a. Adult arcade;
 - b. Adult bookstore or supply store;
 - c. Adult cabaret, lounge or night club;
 - d. Adult health spa or sauna;
 - e. Adult hotel or motel;
 - f. Adult model studio;
 - g. Adult motion picture theater;
 - h. Escort agency;
 - i. Lingerie modeling studio;
 - ~~j. Massage parlor;~~
 - ~~k. j.~~ Sexual encounter center; or

L.k. Any other business that offers its patrons services or entertainment that provide nude dancing or other live recording performances that depict, describe or relate to “specified anatomical areas” or “specified sexual activities.”

Agricultural Support means commercial, service and other uses that support agricultural uses, including:

1. Farm/ranch supply services;
2. Farm/ranch equipment dealers;
3. Grain storage; and
4. Large animal or livestock veterinarians, which involves an animal hospital or clinic that provides services for horses and other livestock.

Agriculture/Urban Farming means land, with and without farm residences, used for field crops, orchards, viniculture, aquaculture and truck farming. The term includes the raising or breeding of livestock, horses, poultry and/or bees. The term includes the necessary accessory uses for storing the products and inputs needed to produce them. The term does not include a “community garden.”

Airport means all facilities for the take-off and landing of aircraft, including flight training schools. The term does not include:

1. Airstrips for personal aircraft for the private use of an individual; and
2. “Heliports” that are accessory to another use, such as a hospital.

Alcoholic Beverage Sales, Package means an establishment engaged in the sale of alcoholic beverages for off-premises consumption.

Arena or Stadium means an enclosed building or open structure with tiers of seats rising around a field, court or track, intended to be used primarily for the viewing of athletic events, but may also be used for entertainment and other public gathering purposes, such as conventions, circuses, concerts, or horse or dog racing. The terms do not include a motor raceway, amphitheater, live theater or concert hall.

Assisted Living Facility means an establishment that:

1. Furnishes, in one or more facilities, food and shelter to four or more persons who are unrelated to the proprietor of the establishment;
2. Provides:
 - a. Personal care services; or
 - b. Administration of medication by a person licensed or otherwise authorized in this State to administer the medication; and
3. May provide assistance with or supervision of the administration of medication.

Auto Service/Fueling or Charging Station means a service establishment primarily engaged in the repair of automobiles, not including body repair or painting or an establishment engaged in the retail sale of vehicle fuel, lubricants, parts and accessories. These uses include service stations with convenience stores, self-service auto washes, and facilities having service bays for vehicle service and repair. The service and repair may include incidental maintenance and repair of automobiles and light trucks, but shall not include maintenance and repair of large trucks, or body and fender work or automobile painting on any vehicles.

Automotive Wrecking and Salvage Yard; Junkyard; Recycling Business means:

1. *Automotive Wrecking and Salvage Yard* means an outdoor place where a person stores three or more vehicles for the purpose of dismantling or wrecking the vehicles to remove parts for sale or for use in automotive repair or rebuilding.
2. *Junkyard* means a place where a business that owns junk, and is operated to store, buy or sell junk, keeps all or part of the junk outdoors until the business disposes of the junk.
3. *Recycling Business* means a business that is primarily engaged in the business of:
 - a. Converting metal or other material into raw material products that have:
 - i. Prepared grades; and
 - ii. An existing or potential economic value;
 - b. Using raw material products described by 3.a., above, in the production of new products; or
 - c. Obtaining or storing metal or other material for a purpose described by 3.a. or 3.b., above.

Bar means an establishment in which the principal business is the sale of alcoholic beverages for on-premises consumption. The term does not include a restaurant. For the purpose of this section a nightclub is considered a bar/tavern and means a commercial establishment which combines the consumption of alcoholic beverages (sold at the facility or brought in by patrons) on the premises with dancing and/or musical or other entertainment. Within the CB district a bar, retail establishment, night-club, or restaurant use may sell alcoholic beverages for off-premise consumption.

Bed and Breakfast means an owner-occupied/[resident manager](#) private home that offers lodging for paying guests, that may serve breakfast to these guests, and that allows for limited social functions as addressed in these regulations.

Boarding House, Dormitory, Fraternity or Sorority means any dwelling, other than a hotel or bed and breakfast establishment, where, for compensation:

1. Lodging and meals are provided; or
2. Sleeping accommodations and common kitchen facilities are provided for individuals while they are enrolled at an educational institution.

[**Boat** means a vehicle designed for travel on water. A boat shall not be considered as a recreational vehicle, passenger motor vehicle, seaplane, or similar vehicles.](#)

[**Boat Repair Facility** means a repair shop which could include a boat repair garage and boat storage yard where boats are repaired and stored until repairs are completed.](#)

[**Boat Sales or Rental** means a marine sales or rental use in which boats 46 feet or less in length are sold or rented.](#)

~~**Campground/RV Park** means a form of commercial lodging where guests bring tents, travel trailers, recreational vehicles (RVs), campers or other similar forms of shelter. The campground rents pads to the guests. The term "campground" also includes the phrase "RV Park."~~

Cemetery means a place that is used or intended to be used for interment of human remains or cremated remains, and includes, but is not limited to, any of the following:

1. *Columbarium* means a durable, fireproof structure, or a room or other space in a durable, fireproof structure, containing niches and used or intended to be used to contain cremated remains.

2. *Graveyard or Burial Park* means a tract of land that is used or intended to be used for interment in graves.
3. *Mausoleum* means a durable, fireproof structure used or intended to be used for entombment.

Child Care Facility, Day Care (Commercial) means a child-care facility that provides care at a location other than the residence of the director, owner, or operator of the child-care facility for seven or more children under 14 years of age for less than 24 hours a day, but at least two hours a day, three or more days a week.

Child Care Facility, Day Care (Residential) means a facility licensed or certified by the Texas Department of Family and Protective Services that operates for all of the 24-hour day.

Cleaning/Laundry Pick-Up means an establishment providing laundering, dry cleaning and/or custom cleaning of garments and other household materials (e.g., curtains, bedspreads) but only for customer drop-off and pick-up of items as the cleaning services are performed off premises.

Cleaning/Laundry-Mat Facility means an establishment providing laundering, dry cleaning and/or custom cleaning of garments and other household materials (e.g., curtains, bedspreads) where the cleaning services are performed on premises, with a pick-up station component for customer drop-off and pick-up of items. Cleaning/Laundry-Mat Facility also means an establishment where facilities are available for customers to complete their own laundering with limited assistance. Also commonly known as a Laundromat or Washateria. In some cases the cleaners and laundry-mat activity may be combined.

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

College / University / Vo-Tech means a community college, college, university, vocational / technical school, trade school, language school, business school, training center, beauty school, culinary school and comparable advanced or continuing education facilities. The term does not include music schools, fitness centers, sports instruction, swimming instruction or martial arts instruction.

Commercial Amusement/~~Recreation~~, Indoor means uses that provide commercial amusement indoors (except adult uses), including, but not limited to:

1. Bowling alleys and pool rooms;
2. Indoor skating rinks (ice or roller);
3. Indoor velodromes;
4. Internet cafes;
5. Local area network computer gaming centers;
6. Movie theaters and live performance theaters;
7. Museums and aquariums;
8. Shooting ranges (indoor), which means a building open to the general public wherein the shooting of firearms is allowed for the practice of marksmanship; and
9. Video arcades.

The phrase does not include indoor shooting ranges that are maintained or operated by a police department or United States military branch and that are not available to the general public. The phrase also does not include a casino, casino hotel, event wagering establishment or similar use.

Commercial Amusement, Outdoor means uses that provide commercial amusement outdoors (except adult uses), including, but not limited to:

1. Amphitheaters or other outdoor concert facilities;
2. Amusement parks or theme parks;
3. Batting cages;
4. Bungee jumping;
5. Drive-in theaters;
6. Fairgrounds or exhibition area;
7. Go cart track;
8. Golf driving ranges;
9. Miniature golf establishments;
10. Para sailing;
11. Shooting ranges (outdoor), which means the use of land for archery and/or the discharging of firearms for the purposes of target practice, skeet and trap shooting, and mock war games; and
12. Water slides.

Commercial Lodging means a place that offers overnight accommodations for short-term rental, including hotels and motels. The phrase also includes hotels that offer convention facilities or meeting rooms. This use does not include the short term rental of residential dwelling units.

~~**Commercial Retail** means commercial and retail uses that do not include regular outside storage or sales. The phrase includes:~~

- ~~1.—Furniture and home furnishings stores;~~
- ~~2.—Electronics and appliance stores;~~
- ~~3.—Paint and wallpaper stores;~~
- ~~4.—Hardware stores;~~
- ~~5.—Food and beverage stores;~~
- ~~6.—Health and personal care stores;~~
- ~~7.—Clothing and clothing accessory stores;~~
- ~~8.—Shoe repair;~~
- ~~9.—Personal custom services such as tailor or milliner (hats);~~
- ~~10.—Sporting goods, hobby, book and music stores;~~
- ~~11.—General merchandise stores; and~~
- ~~12.—Miscellaneous store retailers; and~~
- ~~13.—Gun shops, which includes any premise or portion thereof used principally for the sale of firearms, ammunition and/or ammunition components, or hunting and shooting equipment. The term does not include a department or specialty sales area that occupies less than half the floor area of a sporting goods or general merchandise store. The subject establishment shall not be located within 1,000 feet of a school, place of worship, or park, and shall be subject to local, State and Federal laws. If located within a residential dwelling as a home-based business, the use shall not involve retail or wholesales sales activity, except for sales distributors who fill orders for catalog type products and then make deliveries to the customer location, as opposed to customers coming to the place of business.~~

Commercial Stable means the stabling, training and feeding of horses, or the provision of riding facilities for the use of anyone other than the resident of the property. Equestrian trails that are

constructed as part of the common open space of a subdivision and intended for the exclusive use of residents of the subdivision are not commercial stables.

Commercial Warehousing and Logistics means indoor warehousing, distribution or logistics facilities; retail distribution centers; order fulfillment centers; and moving and storage services (including full-service moving and storage and indoor storage of shipping containers). The term does not include “self storage”; “wholesale”; or warehousing and distribution that are accessory to a light industrial or heavy industrial facility, nor parcel service drop-off locations that are not accessory to a parcel service processing facility.

~~**Community Care Facility** means a facility that provides 24-hour residential care or less than 24-hour day care for individuals rehabilitating from drug or alcohol abuse or addiction, for mentally impaired or emotionally disturbed individuals, or for battered or abused children or adults. The term does not include a “correctional or rehabilitation facility” or halfway houses for prison parolees or juveniles.~~

Community Garden means a private or public area of land that is used for the noncommercial cultivation of fruits, herbs, flowers, vegetables or ornamental plants by more than one person or family.

Condominium means three or more dwelling units in a multiunit building, that is separately owned and may be combined with an undivided interest in the common areas and facilities of the property.

Correctional or Rehabilitation Facility means a probation or parole office or a residential facility that:

1. Is operated by an agency of the state, a political subdivision of the state, or a private vendor operating under a contract with an agency of the State or a political subdivision of the State; and
2. Houses persons convicted of misdemeanors or felonies or children found to have engaged in delinquent conduct, regardless of whether the persons are housed in the residential facility:
 - a. While serving a sentence of confinement following conviction of an offense;
 - b. As a condition of probation, parole or mandatory supervision; or
 - c. Under a court order for out-of-home placement under Title 3, Texas Family Code, other than in a foster home operated under a contract with the Texas Youth Commission.

Cottage Food Production means the production and sale of cottage food products as defined and governed by state statute and exempted from municipal zoning regulations.

Credit Access Business means a credit services organization that obtains for a consumer or assists a consumer in obtaining an extension of consumer credit in the form of a deferred presentment transaction or a motor vehicle title loan.

Director of Development Services means the Director of the City’s Development Services Department, or their designee.

Duplex means a building that contains two dwelling units providing independent living facilities under one roof, side by side or one on top of the other separated by a common wall on a single lot.

Family Care Facility means a facility that provides temporary 24-hour residential care for children and their adult parents/guardians due to homelessness or physical threat of or actual family violence.

Fine Arts Instruction means uses that involve instruction or place designed for the practice of one of the fine arts including, but not limited to, drawing, vocal or instrumental music, painting, poetry, and other similar artistic disciplines.

Flea Market means a building or open area in which individual stalls or sales areas are rented or otherwise provided, which are intended for use by various unrelated individuals or businesses to sell articles that are either homemade, homegrown, handcrafted, old or obsolete, or antique, and may include the selling of new or used goods at retail by businesses or individuals who are generally engaged in retail trade. There are two types of flea markets:

1. Outdoor Flea Markets. Outdoor flea markets are flea markets that provide outdoor space to vendors. Outdoor flea markets operate daily or periodically, but are permanent land uses.
2. Indoor Flea Markets. Indoor flea markets are flea markets that provide indoor spaces to vendors. The spaces are typically designed so that they may be individually secured and quickly reconfigured (such as through the use of chain link fencing for walls). Indoor flea markets typically operate daily.

The term does not include “garage sale” (which is a temporary use), nor does it include retail stores that lease space to vendors but offer a common checkout area for all items that are sold at the store (which are “commercial retail” uses), nor does it include shopping malls (which offer bays that are separated from each other with solid walls), nor farmers markets.

Floor Area means the net horizontal area of a floor or several floors of a building or structure, excluding those areas not directly devoted to the principal or accessory use of the building or structure, such as storage areas and closets, stairwells, etc., measured from the exterior faces of exterior or interior walls.

Golf Carts, Sales and Service means a facility for the sale and repair of golf carts, a motor vehicle designed by the manufacturer primarily for transporting persons on a golf course. Gasoline powered golf carts are to remain in all auto oriented uses.

Gross Floor Area means the area of all floors in a building, extended to exterior walls, without deduction for corridors, stairways, closets, the thickness of interior walls, columns or other features, and not including the area of voids between floors.

Gun Shop means any premise or portion thereof used principally for the sale of firearms, ammunition and/or ammunition components, or hunting-related shooting equipment. The term does not include a department or specialty sales area that occupies less than half the floor area of a sporting goods or general merchandise store.

Heavy Industry means:

1. Primary processing or manufacturing or repair operations not specifically defined elsewhere in this Section, which involve:
 - a. An outside storage area that is larger than the area of the first floor of buildings on the same lot;
 - b. A material risk of environmental contamination, explosion or fire;
 - c. Perceptible ground vibration;
 - d. Excessive noise or dust;
 - e. Emission of objectionable odors; or
 - f. More than 12 trips by semi-trailer trucks per day; or

2. Processing of minerals (except precious and semi-precious stone cutting for jewelry or precision instruments such as lasers or watches), ores or fossil fuels; or
3. Industries that are required to undergo New Source Review under the Federal Clean Air Act, or are subject to construction or operation permits pursuant to the Texas Clean Air Act (Tex. Health and Safety Code Ch. 3842) or Title V of the Federal Clean Air Act.
4. For illustrative purposes, heavy industrial uses include, but are not limited to:
 - a. Coal cleaning plants with thermal dryers; coke oven batteries; carbon black plants (furnace process); petroleum refineries; petroleum storage and transfer units (except retail gasoline stations); and bulk fuel dealers;
 - b. Facilities used in the primary or secondary production of metals (e.g., primary zinc, copper or lead smelters; primary aluminum ore reduction plants; iron and steel mills; sintering plants; secondary metal production plants; and blacksmith shops);
 - c. Portland cement plants;
 - d. Sawmills and pulp mills;
 - e. Incinerators with the capacity to charge more than 250 tons of refuse per day;
 - f. Lime plants; phosphate rock processing plants; sulfur recovery plants; and hydrofluoric, sulfuric or nitric acid plants;
 - g. Fossil fuel combustion (boilers or electricity generation) totaling more than 250 million BTUs per hour of heat input;
 - h. Fabrication of building materials such as countertops, drywall and cut stone;
 - i. Fabrication of vehicles, manufacturing equipment, durable goods or pre-fabricated homes or home components;
 - j. Auto or marine body, paint or upholstery shops;
 - k. Drycleaner processing plants that use PERC (the chemical solvent Perchloroethylene, an alternate name for Tetrachloroethylene, that is also commonly referred to as “dry-cleaning fluid”) or comparable petrochemical solvents;
 - l. Meat or seafood processing plants;
 - m. Manufacture of glass products (e.g., window panes, bottles and jars), except hand-blown products;
 - n. Manufacture of plastic products (except assembly of parts that are manufactured elsewhere);
 - o. Plasma arc welding, cutting, gouging, surfacing or spraying; gas welding (but not brazing); arc welding with equipment that is rated at more than 200 amps; TIG welding; and other heavy welding procedures (e.g., for structural steel, automotive body, or heavy equipment manufacture or repair);
 - p. Hot mix asphalt plants.

Heavy Vehicle, Manufactured Home, Watercraft or Aircraft Sales or Rental means a business engaged in the sales or rental of heavy trucks, mechanized construction equipment, boats [more than 46 feet in length](#), or aircraft.

Heliport means an area designed to be used for the landing or take-off of helicopters, including operations facilities, such as maintenance, loading and unloading, storage, fueling or terminal facilities. Unlike a “helistop”, the use of a heliport is not limited to a specific user or purpose.

Helistop means an area used for the take-off and landing of private helicopters for the purpose of picking up and discharging of passengers or cargo. The use of the helistop is restricted to specific users or purposes (e.g., tenants of a corporate park or a hospital trauma center), and the term does not include facilities for general helicopter aviation use.

Home-Based Business means a business that is operated out of a dwelling unit but remains an accessory use to the principal residential use. The business may employ up to two persons who do not live in the dwelling unit and work within the dwelling unit.

Home-Based Occupation/~~Business~~ means a business that is operated out of a dwelling unit but remains an accessory use to the principal residential use. The business may not employ persons who do not live in the dwelling unit.

Homeless Shelter means a supervised public or private facility that provides temporary living accommodations for homeless individuals.

Hospital means a "general hospital" or a "special hospital" as defined in Tex. Health and Safety Code § 241.003, and includes all subclassifications thereof, or a "freestanding emergency medical care facility" as defined in Tex. Health and Safety Code § 254.001:

1. *General Hospital* means an establishment that:
 - a. Offers services, facilities and beds for use for more than 24 hours for two or more unrelated individuals requiring diagnosis, treatment or care for illness, injury, deformity, abnormality or pregnancy; and
 - b. Regularly maintains, at a minimum, clinical laboratory services, diagnostic X-ray services, treatment facilities including surgery or obstetrical care or both, and other definitive medical or surgical treatment of similar extent.
2. *Special Hospital* means an establishment that:
 - a. Offers services, facilities and beds for use for more than 24 hours for two or more unrelated individuals who are regularly admitted, treated and discharged and who require services more intensive than room, board, personal services and general nursing care;
 - b. Has clinical laboratory facilities, diagnostic X-ray facilities, treatment facilities or other definitive medical treatment;
 - c. Has a medical staff in regular attendance; and
 - d. Maintains records of the clinical work performed for each patient.
3. *Freestanding Emergency Medical Care Facility* means a facility, structurally separate and distinct from a hospital, that receives an individual and provides emergency care.

Hospital House Establishment means a residential structure, administered by a resident manager or 24-hour on-site management, which provides lodging only for families of children who are being treated for serious injuries and/or long-term illnesses and for those children being treated on an out-patient basis.

Improved Public Open Space means open space areas that are visible and accessible to the public during daylight hours.

1. Areas considered improved public open space may include:
 - a. Plazas;
 - b. Courtyards directly accessible from the street;
 - c. Landscaped park or pocket park areas;
 - d. Landscaped front and side yard setback areas;
 - e. Landscaped areas within view corridors; and
 - f. Improved waterfront areas with direct public access.
2. Areas not considered improved public open space include:
 - a. Landscaping in parking areas;

- b. Areas not visible from adjacent streets or located along through pedestrian connections; and
- c. Fenced front or side yard areas.

Industrial Housing means a residential structure that is:

- 1. Designed for the occupancy of one or more families;
- 2. Constructed in one or more modules or constructed using one or more modular components built at a location other than the permanent site; and,
- 3. Designed to be used as a permanent residential structure when the module or the modular component is transported to the permanent site and erected or installed on a permanent foundation system.

This definition includes the structure's plumbing, heating, air conditioning and electrical systems. Industrialized housing does not include:

- 1. A residential structure that exceeds three stories or 49 feet in height as measured from the finished grade elevation at the building entrance to the peak of the roof;
- 2. Housing constructed of a sectional or panelized system that does not use a modular component; or
- 3. A ready-built home constructed in a manner in which the entire living area is contained in a single unit or section at a temporary location for the purpose of selling and moving the home to another location.

Industrialized Building means a commercial structure that is:

- 1. Constructed in one or more modules or constructed using one or more modular components built at a location other than the commercial site; and
- 2. Designed to be used as a commercial building when the module or the modular component is transported to the commercial site and erected or installed.

This definition includes the structure's plumbing, heating, air conditioning and electrical systems. An industrialized building does not include:

- 1. A commercial structure that exceeds three stories or 49 feet in height as measured from the finished grade elevation at the building entrance to the peak of the roof.
- 2. A permanent commercial structure and a commercial structure designed to be transported from one commercial site to another commercial site.

Kennel means any premises where any combination of dogs, cats or other household pets, totaling four or more animals, six months of age or older, are kept and boarded for the intention of profit or rescue.

Library means a building containing printed and electronic information, and pictorial material for the public use and purpose of study, reference, and recreation.

Light Industry means uses that involve assembly, compounding, packaging or treatment of products from previously prepared materials, with limited outside storage and limited external effects or risks. For illustrative purposes, light industrial uses include:

- 1. Assembly or refurbishing of products, instruments, electronics, office and computing machines, and fixtures from pre-manufactured components;
- 2. Offices of general contractors, specialty subcontractors, or tradesmen which include:
 - a. Bay door access to indoor storage of tools, parts and materials;
 - b. Parking of commercial vehicles; or

- c. Outdoor storage areas that are smaller than the area of the first floor of the building, and that are used for storage of materials or vehicles that are less than 12 feet in height.
3. Communications facilities, except wireless telecommunications facilities;
4. Data centers, server farms, telephone exchange buildings and telecom hotels;
5. Food and beverage production and packaging other than meat and seafood processing, restaurants or produce packing that does not involve other processing;
6. Furniture making or refinishing;
7. Manufacture of textiles or apparel;
8. Screen printing of apparel;
9. Commercial cleaning, dyeing or laundry plant;
10. Printing and publishing, except copy centers, and except printing presses that require a Texas Clean Air Act Permit or a Federal Clean Air Act Permit (these are heavy industry);
11. Disassembly of consumer electronics and/or appliances into component parts, where all operations and storage are within an enclosed building;
12. Manufacture or compounding of pharmaceutical products, dietary supplements, health and beauty products, and herbal products; and
13. Packaging of consumer products.

Live-Work Unit means a dwelling unit that provides space that is designed for one or more commercial or office uses that are allowed in the zoning district. Access between the dwelling unit and the commercial or office space is provided within the unit.

~~**Manufactured Home Development** means a development of manufactured home lots, which are platted areas situated with*in the park that meet the standards of these regulations.~~

Marina means waterfront establishments whose business is offering marine sporting equipment and the servicing, repair and storage of boats on water. Such establishments may also provide lift services, slip rental, gasoline, bait, food or drink, and sanitary pumping. Other complementary on-site activities and services may include boat chartering, dry storage and launching, watercraft sales and/or rental, visitor facilities (e.g., showers, self-service laundry), and promotional events (e.g., fishing tournaments).

Mining / Extraction means uses that involve extraction of minerals and fossil fuels from the ground, including surface and subsurface mining, drilling and quarrying facilities.

Multi-family Residential means: A building, group of buildings, or portion of a building that contains (3) three or more dwelling units on a single parcel under single ownership. Structural types of multiple family dwellings may include triplexes, multiplexes, and high-rise buildings.

~~1.—Buildings that contain multiple dwelling units.~~

~~2.—Dwelling units that are located inside of mixed-use buildings.~~

The term does not include “boarding house, dormitory, fraternity or sorority” uses; “bed and breakfast” establishments; ~~“single-family attached dwellings”~~; or “commercial lodging.”

Floor Area means the net horizontal area of a floor or several floors of a building or structure, excluding those areas not directly devoted to the principal or accessory use of the building or structure, such as storage areas and closets, stairwells, etc., measured from the exterior faces of exterior or interior walls.

Nightclub means a commercial establishment which combines the consumption of alcoholic beverages (sold at the facility or brought in by patrons) on the premises with dancing and/or musical entertainment.

Nursery or Greenhouse, [Retail](#) means an enterprise that conducts the retail ~~and/or wholesale~~ sale of plants grown on [or off](#) the premises. The phrase also includes, as an accessory use, the sale of a limited selection of items (e.g., soil, planters, pruners, mulch, or rock, but not power equipment) that are directly related to the care and maintenance of landscapes.

Nursery Wholesale means an enterprise that conducts wholesale of plants and items directly related to the care and maintenance of landscapes.

Nursing / Convalescent Home means an establishment that:

1. Furnishes, in one or more facilities, food and shelter to four or more persons who are unrelated to the proprietor of the establishment; and
2. Provides minor treatment under the direction and supervision of a physician licensed by the Texas Medical Board, or other services that meet some need beyond the basic provision of food, shelter and laundry.

Office means uses in which professional, business, information processing or financial services are provided. The term includes such uses as:

1. Accounting, auditing and bookkeeping;
2. Administration of businesses (e.g., corporate headquarters);
3. Advertising and graphic design;
4. Architectural, engineering, urban planning and surveying services;
5. Attorneys and court reporters;
6. Banks, mortgage companies and financial services;
7. Call centers;
8. Computer programming;
9. Counseling services;
10. Data processing and word processing services;
11. Detective agencies;
12. Government offices;
13. Insurance;
14. Interior design;
15. Real estate sales and leasing;
16. Research and development that does not include on-site manufacturing;
17. Retail catalog, internet and telephone order processing, but not warehousing;
18. Travel agencies; and
19. Virtual office services.

Off-Street Parking Space means an all-weather surfaced area not in the rights-of-way for a street or alley that:

1. Is permanently reserved for the temporary storage of one automobile; and
2. Is connected with a street or alley by an all-weather surfaced driveway that affords unobstructed ingress and egress to each space.

[Outdoor Sales](#) means the display outside of a permanent structure, for the purpose of purchase by consumers, whether immediately or by placing of orders for any merchandise, services, products, or goods irrespective of whether payment for such is made outdoors or in a permanent structure.

[Outdoor Storage](#) means any materials stored outside for more than 24 hours. Outdoor storage includes, but is not limited to, the storage of equipment, boat(s), vehicles or golf carts other than those for sale by a vehicle or golf cart dealership, supplies, materials, machinery, building materials, waste or scrap, pallets, and other similar materials.

Parking and/or Multimodal Transportation Facility means a terminal's structure used for the ticketing, loading and unloading of ~~bus or train~~ passengers originating from any mode. Food and beverage sales and similar commercial retail activities conducted during normal terminal operations may be included as accessory uses.

Parking Lot, Commercial Surface Parking Area means an off-street, surfaced, ground level parcel of land provided for parking or storage of motor vehicles, which is not accessory to any other use on the same or any other lot, and which operates as a commercial enterprise for which any fee is charged for the rental of parking spaces.

Parking Lot, Incidental to Main Use means an off-street, surfaced, ground level parcel of land provided for self-parking by employees, visitors, and/or patrons of any office or governmental facilities, any public accommodations, commercial or industrial establishments, or any other business. The phrase also includes the area provided for self-parking by residents, visitors or employees of an apartment building available to the general public.

Parking Structure or lot, Incidental to Main Use means a structure of two or more stories, whether privately or publicly owned, provided for self-parking by employees, visitors, and/or patrons of any office or governmental facilities, any public accommodations, commercial or industrial establishments, or any other business open to the general public. The phrase also includes the area provided for self-parking by residents, visitors or employees of an apartment building available to the general public.

Parking Structure, Mixed Use Commercial means a structure of two or more stories, whether privately or publicly owned, which utilizes the floors above the first level for the temporary parking of motor vehicles as a commercial enterprise for which any fee is charged independently of any other use of the premises. The first floor of the subject structure, adjacent to any public right-of-way, shall be utilized for retail, commercial or office space, as permitted within the subject zoning district.

Passenger Motor Vehicle Sales or Rental means a business that is engaged in the sale or rental of passenger vehicles, light trucks and/or motorcycles.

~~1. **Golf Carts, Sales and Service** means a facility for the sale and repair of golf carts, a motor vehicle designed by the manufacturer primarily for transporting persons on a golf course. Gasoline powered golf carts are to remain in all auto oriented uses.~~

Palm Tree means any plant of the family Palmae having an unbranched trunk crowned by large pinnate palmate leaves.

Pawn Shop means an establishment that is licensed by the Consumer Credit Commissioner under Chapter 371, Texas Finance Code, and is engaged in the business of:

1. Lending money on the security of pledged goods; or
2. Purchasing goods on condition that the goods may be redeemed or repurchased by the seller for a fixed price within a fixed period.

Personal Care Home means a home which provide services of a personal care nature to four or more persons, unrelated to the owner. The home must be licensed under the Texas Department of Aging and Disability Services (DADS) licensure requirements.

Personal Fitness ~~or Music Instruction~~ means uses that involve instruction or facilities for physical fitness, or dance ~~or music instruction~~. Such uses include membership gymnasiums (with or without personal training instruction), and instruction in ~~music~~, yoga, dance, boxing, weight training, aerobic exercise or martial arts. The phrase does not include "personal services" or "professional services, instruction or counseling."

Pet Grooming and Services means uses that cater to owners of household pets by offering services such as pet grooming and training (e.g., guard dog, obedience). The phrase does not include a "kennel" or a "veterinarian" and, therefore, does not include any establishments that board, shelter or transport pets or practice small-animal veterinary medicine. Pet owners may leave their pets at the establishment for the provision of such services, but pets are not boarded beyond the operating hours of the business or overnight. This use may also involve the retail sale of pet-related merchandise as an accessory activity, but an establishment that specializes in such on-site merchandise sales is considered a "commercial retail" use.

Place of Private Assembly means a structure, or part of a structure, that can be temporarily rented for private gatherings (e.g., receptions, private parties, reunions, meetings/conferences).

Place of Public Assembly means an indoor place where people assemble for civic or cultural purposes. This use includes places of worship, meeting facilities and conference centers.

Power Generation means equipment or facilities to produce, generate, transmit, distribute, sell, or furnish electric energy to an electric utility.

Port and Harbor Facilities means structures and improvements generally associated with industrial waterfront areas and nearby land and adjacent water, including, but not limited to, docks, piers, facilities for securing and servicing vessels, facilities for loading/unloading of passenger vessels (e.g., cruise ships), railroad areas and facilities for freight handling/transfer, and/or shipyards.

1. Shipyard means a property where ships, boats, barges, vessels or off-shore platforms are built, repaired or maintained.

Private Club means a building in which members of a community or association may gather for social, educational or cultural activities.

Professional Services, Instruction or Counseling means services that principally involve communication between the proprietor or employee and the client, and which may involve services to more than one client at a time by a single proprietor or employee, including marriage counseling, tutoring, and financial planning. The phrase does not include "personal fitness" or ~~music instruction~~ "[Fine Arts Instruction](#)" or "personal services."

Public Safety Facility means a public safety facility owned and operated by [a](#) ~~the City~~ governmental agency.

Public Utility Facility, Neighborhood means public utility infrastructure owned and operated by the City [or private entity franchised by the City](#).

Public Utility Plant means [a building or other structure owned and operated by the City or private entity franchised by the City for water supply or wastewater treatment, or the production of electricity, steam, hot water or chilled water for consumption by the general public.](#)

Rail Yard means an area of land, a portion of which is covered by a system of tracks, that provides for the making up of trains by one or more railroads or private industry concerns. Necessary functions of a rail yard include, but are not limited to, the classifying, switching, storing, assembling, distributing, consolidating, moving, repairing, weighing or transferring of cars, trains, engines, locomotives and rolling stock.

Recreation, Indoor means uses that provide recreation opportunities indoors for the public (open to the community) or residents of a subdivision or development, which are not commercial in nature. Specifically excluded from the definition are health and exercise clubs and commercial amusement uses. The phrase includes:

1. Community recreation centers;

2. Gymnasiums;
3. Indoor swimming pools; or
4. Tennis, racquetball or handball courts.

Recreation, Outdoor means uses that provide recreation opportunities outdoors for the public (open to the community) or residents of a subdivision or development, which are not commercial in nature (except for golf courses and fishing piers, which may be commercial in nature). The phrase includes public areas for active or passive recreational activities including, but not limited to:

1. Jogging, cycling, tot-lots, playing fields, playgrounds, outdoor swimming pools and tennis courts;
2. Golf courses (regardless of ownership or membership);
3. Fishing piers;
4. Arboretums, wildlife sanctuaries and other natural areas that may be used for walking or hiking; or
5. Other passive recreation-oriented parks, including picnic areas, garden plots and beaches, and associated support activities such as bath houses and cabanas.

Recreational Vehicle means a vehicular-type unit primarily designed as temporary living quarters for recreational, camping, and travel or vacation use; and which is self-propelled, mounted on, or pulled by another vehicle.

Recycling Center means a facility for drop-off of recyclable materials (e.g., waste paper, motor oil, scrap metal, polystyrene foam, porcelain, batteries, electronic components, textiles, plastics, discarded shoes, cardboard and other discarded household materials), where the materials are sorted, temporarily stored and then shipped in bulk to other locations for processing.

Research and Testing Laboratory means an establishment which conducts research, investigation, testing, or experimentation, but not for manufacture, fabrication, processing, or the sale of products.

Residential Stable means a portion of a residential development site dedicated to the shelter, feeding or training of horses, and the provision of riding areas or equestrian trails and any associated corral or pasture areas, as an amenity for the exclusive, common use of residents of the development, and only as an accessory use to the principal residential use of the site. The phrase does not include a "commercial stable."

Restaurant means an establishment that sells prepared food and beverages to customers for consumption on-site or off-site. The term includes:

1. *Restaurant, No Drive-In or Drive-Through* means an establishment that serves prepared meals to customers for consumption on-site or off-site, but does not include drive-in or drive-through facilities (however, the use may include designated parking spaces for curbside pickup of food ordered in advance if the curbside pickup is a clearly subordinate function to the restaurant's operations), and includes:
 - a. Full-service restaurants;
 - b. Limited-service eating facilities;
 - c. Special food services; and
 - d. Gross sales shall be more than 50% from food sales.
2. *Restaurant, Drive-In or Drive-Through* means a restaurant located either within a retail center, or situated on its own freestanding pad, which:
 - a. Contains a drive-in or drive-through facility;
 - b. Primarily serves food that is prepared and packaged within five minutes; and
 - c. Customarily serves food in disposable containers.

Retail – Commercial means any business engaged in the buying and selling of goods and services in retail business. For this section, the term means commercial and retail uses that do not include regular outside storage or sales. The phrase includes uses that are comparable to the following:

1. Furniture and home furnishings stores;
2. Electronics and appliance stores;
3. Paint and wallpaper stores;
4. Hardware stores;
5. Food and beverage stores;
6. [Licensed](#) health and personal care ~~stores~~ [services](#);
7. Clothing and clothing accessory stores;
8. Shoe repair;
9. Personal custom services such as tailor or milliner (hats);
10. Sporting goods, hobby, book and music stores;
11. General merchandise stores; and
12. Miscellaneous store retailers.

Retail – Big Box means retail and/or service uses that occupy large, industrial-style buildings or stores with footprints that generally range from 20,000 square feet to 200,000 square feet. While most big-boxes operate as a single-story structure, they typically have a three-story mass that stands more than 30 feet tall. Big Box retail centers typically have regular outside service or outside storage areas or partially enclosed structures, as listed below:

1. Permanent retail operations that are located outside of enclosed buildings, except nurseries and outdoor flea markets;
2. Home centers;
3. Lumber and other building materials;
4. Lawn, garden equipment and related supplies stores; and
5. Warehouse clubs and super stores.

Retaining Wall means a wall or terraced combination of walls constructed for the purpose of raising the grade of a site, or portion of a site, greater than 32 inches from the adjacent lower grade. Retaining walls may provide a foundation wall for a structure, or may be open above.

RV Park means a form of commercial lodging where guests bring travel trailers and recreational vehicles, campers or other similar forms of shelter. The campground rents pads to the guests.

School, Private means an institution established for educational purposes and offering a curriculum similar to the public schools.

Self Storage means a building or group of buildings that are used for the indoor storage of personal property or records, where individual owners or tenants control individual storage spaces.

Short Term Rentals means the use of a residential dwelling unit or accessory building on a temporary or transient basis. A short term rental shall include a residential dwelling unit or accessory building used as a short term vacation rental, for any period less than 30 consecutive days.

~~Single-Family Attached means:~~

- ~~1. Two or more dwelling units that are designed so that individual units have individual ground floor access and are separated from each other by unpierced common walls from foundation to roof (e.g., side-by-side duplexes and all types of townhomes); or~~
- ~~2. Two dwelling units that are designed so that the individual units:~~
 - ~~a. May or may not have individual exterior doors, but provide no direct access between the first floor and second floor unit (access may be through a common interior foyer that provides access to both units or through separate exterior doors); and~~
 - ~~b. Are separated from each other by a floor (i.e., over-under duplexes).~~

Single-Family Detached means dwelling units that are:

1. Located in an individual building that is constructed on:
 - a. An individual lot; or
2. Separated from other dwelling units by outside walls; and
3. Designed for use by a single housekeeping unit.

Stealth Technology means a system, components, and materials used in the construction of Wireless Telecommunication Facilities which minimize adverse aesthetic and visual impacts to surrounding properties. This includes, but is not limited to, artificial tree, clock tower, bell steeple, light pole, and similar alternative-design mounting structures that camouflages or conceals the presence of communications antennas, monopoles, towers, and other facilities.

Subordinate means a use or structure that is less significant than the principal use or structure on the same lot, including but not limited to, floor area, building height, the economic importance of the use, the number of customers/visitors, and which serves a principal building or use.

Substance Abuse Facility means a facility that provides 24-hour residential care or less than 24-hour day care for individuals rehabilitating from drug or alcohol abuse or addiction. The term does not include a "correctional or rehabilitation facility" or halfway houses for prison parolees or juveniles.

Townhouse means a single-family dwelling unit constructed in a group of three or more attached units on its own lot in which each unit extends from the foundation to roof with open space on at least two sides.

Traditional Neighborhood Development ("TND") means a predominately residential neighborhood that consists of a variety of residential lot sizes and more than one type of housing, along with neighborhood supportive nonresidential development, designed so that internal streets tend to give equal or greater emphasis to pedestrian circulation compared to motorized vehicles.

Vehicle Wash means any area or business using self-service, in-bay automatic, or conveyor equipment for cleaning and washing motor vehicles, whether as a part of another business operation (e.g., as an accessory use to light automobile service/fueling station or vehicle sales, rental and service), or as a stand-alone operation, of any type, on a commercial basis. The phrase includes fleet and municipal in-bay automatic and conveyor vehicle wash facilities.

Vending Kiosk / ATM means a machine that is located in a fixed position outdoors (either attached to a building or in a freestanding structure), which does not require employees or attendants to conduct transactions, and which is used for:

1. Automated banking or other financial transactions (e.g., "ATM" or change machines);
2. Vending or dispensing products (e.g., water, ice, DVD purchases or rentals, postal supplies, soft drinks, newspapers, snacks, ice cream, coffee or other foods or consumer items), or

3. Downloading electronic files (e.g., electronic books, music or video) via wired connections. The phrase does not include wireless internet access points or wireless telecommunications facilities.

Veterinarian, Large Animal means veterinary clinics, hospitals, and pens that provide care for large domestic animals.

Veterinarian, Small Animal means veterinary clinics and hospitals that provide care for small domestic animals. The phrase does not include large animal and livestock veterinarians.

West End means the area between 103rd Street/Cove View Boulevard and the most western point of Galveston Island.

Window means an opening in the wall or roof of a building that is fitted with glass or other transparent material in a frame to admit light or air.

Wholesale means the business of:

1. Selling goods, equipment or food to retailers, generally in larger quantities than they are sold to final consumers, but often in smaller quantities than they are purchased from manufacturers; or
2. Selling specialized equipment and supplies to businesses, but not to the general public.

The term is qualified as follows:

1. It includes wholesale uses with warehousing and/or showrooms. If a wholesale use does not involve display, storage or distribution from the site of the use, then it is an "office" use.
2. It does not include wholesale clubs that offer memberships to the general public. Such uses are considered "heavy retail."
3. It does not include nurseries.

Wireless Telecommunication Facility means any exterior apparatus designed for wireless radio, television, microwave, or telephonic communication through the sending and/or receiving of electromagnetic spectrum waves. An antenna could include directional or panel antennas, ancillary antenna, parabolic or panel dishes, omnidirectional antennas such as whips, and other similar transmitting or receiving equipment intended for personal or communications use.

Division 14.200

Historic Preservation Definitions

SEC. 14.201 DEFINITIONS RELATED TO HISTORIC PRESERVATION

Addition means new construction added to an existing building or structure.

Alteration means any material construction or change to the exterior of a building, object, site or structure, including, but not limited to, the changing to a different type, style or size of roofing or siding materials; changing, eliminating or adding doors, door frames, windows, window frames, shutters, fences, railings, columns, beams, walls, steps, porte cocheres, porches, balconies, signs or other ornamentation; the changing of paint color; dismantling, removing or moving of any exterior features or demolition. Alterations shall not include ordinary repair and maintenance.

Appropriate means suitable or compatible.

Building means a structure created to shelter people or things, such as a house, barn, church, hotel, warehouse or similar structure.

Character means the qualities and attributes of any structure, site, street or district.

Compatible means existing or performing in harmonious, agreeable combination with its surroundings.

Compatible Property means a resource in a historic district distinguished by its scale, material, and composition so that it contributes to or is “compatible” with the character of the neighborhood.

Construction means the act of adding an addition to an existing building or structure, or the erection of a new principal or accessory building or structure on a lot or property.

Contributing Property means a resource in a historic district that contributes to the district’s historical significance through location, design setting, materials, workmanship, feeling and association, and which shall be afforded the same consideration as historic structures or buildings.

Demolition means any act or process that destroys or razes in whole, or in part, a building, object, site or structure, including the permanent impairment of structural integrity. This includes “**demolition by neglect**,” which is defined as inaction or a series of inactions that result in the destruction or irredeemable deterioration of a landmark building.

Design Standards means the City of Galveston Design Standards for Historic Properties, which are intended to provide criteria that assist the Historic Preservation Officer and the Landmark Commission in determining the appropriateness of proposed actions involving locally-designated historic landmarks and districts. When the alternative term “design guidelines” is used in the context of these regulations, it shall also mean the City’s enforceable “design standards.”

District means a designated section of the City of Galveston for which the City may regulate the erection, construction, reconstruction, alteration, repair, or use of buildings, other structures, or land.

Effect, Adverse. A negative change in the quality of the historical, architectural, archaeological, or cultural significance of a resource, or in the characteristics that qualify the resource as historically important.

Element means a material part or detail of a site, structure, street, or district.

Form means the shape and structure of a building.

Galveston Landmark means (i) any individual building, structure or object, or site that the Landmark Commission designates, upon the owner's request, as a Galveston Landmark; or, (ii) any individual building, structure or object, or site that is located within a designated historic zoning overlay district.

Harmonious means having a pleasing or congruent arrangement.

Historic District means an area designated as a “historic district” by ordinance of the City Council and which may contain, within definable geographic boundaries, one or more landmarks, and which may have within its boundaries other proportions or structures that, while not of such historic or architectural significance to be designated as landmarks, nevertheless contribute to the overall historic or architectural characteristics of the historic district.

Historic Property means a district, site, building, structure, or object significant in local, state or national history, architecture, engineering, archaeology, or culture.

Integrity means the ability of a property to convey its historic significance. To retain historic integrity, a property must possess a sufficient historic identity evidenced by the survival of physical characteristics.

Maintain means to keep in an existing state of preservation or repair.

Materials means the physical elements that were combined or deposited in a particular pattern or configuration to form a historic property.

New Construction means construction that is characterized by the introduction of new elements, sites, buildings or structures or additions to existing buildings and structures in historic areas and districts.

Object means a material thing of functional, aesthetic, cultural, or historical value that may be, by nature or design, moveable, yet related to a specific setting or environment.

Ordinary Repair and Maintenance means any work, the purpose and effect of which is to correct any deterioration or decay of, or damage to a building, object or structure, or any part thereof, and to restore the same, as nearly as may be practicable, to its condition prior to such deterioration, decay or damage, using the same materials, or those materials available which are as close as possible to the original. In-kind replacement, or repair, is included in this definition. **"In-kind replacement"** means the replacement of an element with a new element of the same material, color, texture, shape and form as the original.

Overlay Zone means a set of zoning requirements that is described in ordinance text, is mapped and is imposed in addition to those of the underlying district. Development within the overlay zone must conform to the requirements of both zones, or the more restrictive of the two.

Preservation means the act or process of applying measures to sustain the existing form, integrity and material of a building or a structure, including, but not limited to, initial stabilization work and ongoing maintenance of historic building materials and the existing form and vegetative cover of a site.

Reconstruction means the act or process of reassembling, reproducing or replacing by new construction, the form, detail and appearance of the property and its setting as it appeared at a particular period of time by means of the removal of later work, or by the replacement of missing earlier work, or by reuse of the original materials.

Rehabilitation means the act or process of returning a building, object, site or structure to a state of utility through repair, remodeling, or alteration, that makes possible an efficient contemporary use while preserving those portions or features of the building, object, site or structure, that are significant to its historical, architectural and cultural value.

Relocation means any change of the location of a building, object or structure in its present setting or to another setting.

Resource means a source or collection of buildings, objects, sites, structures, or areas that exemplify the cultural, social, economic, political or architectural history of the nation, state or city.

Restoration means the act or process of accurately recovering the form and details of a building, object, site or structure, and its setting as it appeared at a particular period of time by means of the removal of later work, or by the replacements of missing earlier work.

Retain means to keep secure and intact. The terms “retain” and “maintain” both describe the act of keeping an element, detail or structure, and continuing the same level of repair to aid in the preservation of elements, sites and structures.

Scale means proportional elements that demonstrate the size, materials and style of buildings. The proportions of the elements of a building to one another and the whole, and to adjacent buildings.

Setting means the sum of attributes of a locality, neighborhood or property that defines its character.

Significant means having particularly important associations within the context of architecture, history and culture.

Site means the location of a significant event, a prehistoric or historic occupation or activity, or a building or structure, whether standing, ruined or vanished, where the location itself maintains historical or architectural value regardless of the value of any existing structure.

Stabilization means the act or process of applying measures essential to the maintenance of a deteriorated building to establish structural stability and a weather resistant enclosure.

Streetscape means the distinguishing character of a particular street as created by its width, degree of curvature, paving materials, design of the street furniture, and forms of surrounding buildings.

Structure means a non-moveable work made up of interdependent and interrelated parts and a definite pattern of organization.

Style means a type of architecture distinguished by special characteristics of structure and ornament and often related in time. Also, a general quality of a distinctive manner.

Unique and Compelling Circumstances means those uncommon and extremely rare instances, factually detailed, which would warrant the Landmark Commission’s review, due to the evidence presented.

Division 14.300

Subdivision Regulation Definitions

SEC. 14.301 DEFINITIONS RELATED TO SUBDIVISION REGULATION

Alley means a minor way used primarily for secondary (service) access to the back or the side of a property that otherwise abuts a street.

Application or Application for Development Approval means any application that requests approval of any permit, permission or order required by these regulations. This includes, but is not limited to, any application that requests approval of a rezoning, site plan, preliminary subdivision plan, final plat, minor plat, amending plat, development plan, variance, specific use, building permit, or certificate of occupancy and compliance.

Arterial Street (see “Thoroughfare”).

Block means a land area consisting of contiguous lots established by recorded plats, usually bordered by a combination of streets, public parks, cemeteries, railroad right-of-way, or other barrier to the continuity of development.

Block Length means the distance between intersecting streets, or between a street and a street right-of-way, waterway (at least 30 feet wide), or the end of a dead-end street.

Building Line means a line beyond which buildings must be setback from the dedicated street rights-of-way line.

Collector Street means a street that carries traffic from minor streets to arterial streets and highways, including the principal entrance streets of a residential development and streets for circulation within that development.

Density, Net means the number of dwelling units divided by the net developable area. The “net developable area” means the land area of the site after deducting unbuildable areas including road rights-of-way, common open space, and any other areas excluded from development by these regulations. Net density is stated as dwelling units per net acre.

Director of Development Services means the Director of the City of Galveston’s Development Services Department, or their designee.

Double Frontage Lot means a lot which extends from one street frontage to another street.

Extraterritorial Jurisdiction or ETJ means the unincorporated area that is contiguous to the City’s municipal boundaries, and that occupies the area designated by Texas Local Government Code Chapter 42. The City has various regulatory powers in the ETJ as designated by the Texas statutes.

Final Plat means the division of any lot, tract or parcel of land that is to be recorded or of record.

Improvement means a street, utility, park, trail, open space, stormwater management facility, or similar infrastructure required by these regulations. This does not refer to dwelling units or buildings to be constructed within a subdivision or site plan.

Intensity means the square feet of development per acre.

Local Street means a street intended primarily to serve traffic within a limited district and provide access to building sites.

Municipal Utilities Director means the Director of Municipal Utilities as established in the City Code, or their designee.

Preliminary Plat means the plat of any lot, tract, parcel of land not intended to be recorded or of record.

Private Street means a Street that is not dedicated to public use.

Public Works Director means the Director of the City of Galveston Public Works Department, or their designee.

Replat means the resubdivision of any part of a previously platted subdivision. “Replatting” is the act of creating a replat.

Street Link means a section of the street network, or a local street, defined by a street node at each end or at one end. Stubs to adjacent property are not considered links.

Street Node means the terminus or intersection of two or more streets, including the head or bulb of a cul-de-sac.

Street Width means the shortest distance between the lines which delineate the rights-of-way of a street.

Subdivision means the division of a parcel of land into two or more lots or parcels if:

1. the purpose of the division is transfer ownership, or
2. the purpose of the division is for building development, or
3. a new street is involved.

The term includes **resubdivision**. When appropriate to the context, the term relates to the process of subdividing or to the land subdivided. The term includes resubdivision and the alteration of parcels or lots by the modification of existing property lines.

Thoroughfare means a street that connects remote parts of the city, and provides for free movement of traffic between neighborhoods, districts, or communities.

ORDINANCE NO. 18-__

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, ABANDONING APPROXIMATELY 15,744 SQUARE FEET OF THE POSTOFFICE STREET RIGHT OF WAY FROM THE WEST SIDE OF 35TH STREET ALONG POSTOFFICE TO THE EAST SIDE OF 36TH STREET; ADJACENT PROPERTY IS LEGALLY DESCRIBED AS “LOTS 5 THROUGH 7 AND LOTS 9 AND 10 AND EAST HALF OF LOTS 4 AND 11 AND LOT 8 (8-1) BLOCK 515 AND LOTS 1 THROUGH 14 AND ADJACENT ALLEY, BLOCK 455, IN THE CITY AND COUNTY OF GALVESTON, TEXAS”; PLANNING CASE NUMBER 18P-028; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, JMK5 Holdings Galveston LLC., by Jerome Karam (“Applicant”) is requesting that the City abandon approximately 15,744 square feet of the Postoffice street right of way from the West side of 35th Street along Postoffice to the East side of 36th Street. Adjacent property is legally described as “Lots 5 through 7 and Lots 9 and 10 and East half of Lots 4 and 11 and Lot 8 (8-1) Block 515 and Lots 1 through 14 and adjacent alley, Block 455, in the City and County of Galveston, Texas”; and

WHEREAS, the Applicant is in the process of redeveloping the Falstaff brewery by building indoor storage units, cruise parking, a boutique hotel and a restaurant; and

WHEREAS, the property owner to the north, adjacent to 404 36th Street, is entitled to the north half of the Postoffice Street right of way adjacent to the subject property, so the applicant is only proposing to abandon the south half; and,

WHEREAS, the proposed abandonment will not have a negative impact on utilities, provided the Applicant abides by the conditions set out in this ordinance; and

WHEREAS, Staff finds that the proposed abandonment is in conformance with the 2011 Comprehensive Plan as more detailed in the Staff Report attached hereto as **Exhibit 1** for all intents and purposes; and

WHEREAS, Planning Commission at its regular meeting of May 22, 2018, voted to recommend approval of this request; and

WHEREAS, after conducting a public hearing, the City Council of the City of Galveston, Texas, deems it in the public interest to abandon this property to the Applicant, subject to the conditions listed in Section 3 below;

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

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

SECTION 2. Subject to the conditions set forth in Section 3 below, the City Council of the City of Galveston, Texas, hereby abandons to Applicant, approximately 15,744 square feet of the Postoffice street right of way from the West side of 35th Street along Postoffice to the East side of 36th Street. Adjacent property is legally described as “Lots 5 through 7 and Lots 9 and 10 and East half of Lots 4 and 11 and Lot 8 (8-1) Block 515 and Lots 1 through 14 and adjacent alley, Block 455, in the City and County of Galveston, Texas.”

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

Specific Conditions for Case 18P-028:

1. The applicant shall replat the abandoned street right-of-way into the property within 6-months from the date of approval;
2. The applicant shall coordinate with the City of Galveston Municipal Utilities Department to confirm the location of the water and sewer lines;
3. The applicant shall provide two 10-foot wide easements one for each of the water and sewer lines;
4. A minimum 10-foot wide easement shall be provided for Texas Gas to service their 14-inch high pressure line;
5. The applicant shall not construct a structure over the easements only pavement and this shall be noted as a plat note on the plat;
6. The City of Galveston shall be responsible for any repair to the water and sewer lines and the applicant shall be responsible for any repair to the pavement;

Standard conditions for an abandonment:

1. The Applicant shall pay for an opinion letter, from an appraiser, regarding the market value of the subject property. The licensed appraiser shall be appointed by the City;
2. The applicant shall comply with Center Point Energy comments regarding the abandonment by submitting a street closure application;
3. The applicant shall pay the value of the surface easement, as determined by an appraiser, after it is reviewed and approved by the City Manager;
4. The applicant shall adhere to all comments/conditions received from City departments. Should conformance with the comments/conditions require alterations to the project, as approved, the case must be returned to the Planning Commission for additional review and approval.

SECTION 4. This abandonment is made expressly subject to, and is not intended in any way to affect the rights of owners of other public or private utilities, if any, to continue to occupy and to have access to all of said abandoned property, and all such rights shall continue in full force and effect until released by owners of such utility facilities, nor shall this abandonment effect any private easement rights. The City of Galveston retains all mineral rights in the property abandoned as a result of this ordinance.

SECTION 5. Applicant shall accept the provisions of this Ordinance by signing as indicated below within sixty (60) days after this Ordinance is adopted by City Council. In the event said acceptance is not signed as provided for, this abandonment shall be of no further effect and shall be considered as having been entirely canceled.

SECTION 6. The City Manager is authorized to execute the necessary deed in form and content approved by the City Attorney. The deed shall convey the abandoned property as described above to Applicant. The deed shall be subject to the easements and reservations set forth in Sections 3 and 4 above.

SECTION 7. It is declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable. If any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by a final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

SECTION 8. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 9. In accordance with the provisions of Sections 12 and 13 of Article II of the City Charter this Ordinance has been publicly available in the office of the City Secretary for not less than 72 hours prior to its adoption; that this Ordinance may be read and published by descriptive caption only.

SECTION 10. 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 21st day of June, 2018, as the same appears in records of this office.

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

Secretary for the City Council
of the City of Galveston

AGREEMENT OF GRANTEE

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

I, _____, hereby accept the terms and conditions of Ordinance No. 18-____,
I assert that I am authorized to execute this agreement. I promise to comply with the terms and
conditions of said Ordinance and I agree to make payment of the consideration as required therein.

Executed at Galveston, Galveston County, Texas, this the ____ day of _____, 2018

Jerome Karam

DEED WITHOUT WARRANTY

Effective Date: _____, 2018

Grantor: City of Galveston, Texas

Grantee: JMK5 Holdings LLC.

Consideration:

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

Property (including any improvements):

That certain real property commonly described as 15,744 square feet of alley right-of-way adjacent to 1102 Market. Adjacent property is legally described as "Lots 5 through 7 and Lots 9 and 10 and East half of Lots 4 and 11 and Lot 8 (8-1) Block 515 and Lots 1 through 14 and adjacent alley, Block 455, in the City and County of Galveston, Texas"

Reservations from Conveyance:

All Mineral Interests.

Exceptions to Conveyance and Warranty:

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

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

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

Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties.

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

Brian Maxwell, *City Manager*

APPROVED AS TO FORM:

MEHRAN JADIDI
ASSISTANT CITY ATTORNEY

STATE OF TEXAS §

COUNTY OF GALVESTON §

This instrument was acknowledged before me on the _____ day of _____, 2018
by **Brian Maxwell, *City Manager***.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Jerome Karam
308 West Parkwood # 1049
Friendswood, TX 77546



18P-028

STAFF REPORT

ADDRESS:

Adjacent to 403, 415 35th Street and 3510 Church

LEGAL DESCRIPTION:

Adjacent properties are legally described as Lots 5 through 7 and Lots 9 and 10 and the East half of Lots 4 and 11 and Lot 8 (8-1), Block 515 and Lots 1 Through 14 and Adjacent Alley, Block 455, in the City and County of Galveston, Texas.

APPLICANT/REPRESENTATIVE:

JMK5 Holdings Galveston LLC., Jerome Karam

ADJACENT PROPERTY OWNERS:

Same

EASMENT OWNER:

City of Galveston

ZONING:

Northeast- Heavy Industry (HI)
 Northwest - Light Industry (LI)
 South – Commercial (C)

REQUEST:

Abandonment

APPLICABLE REGULATIONS:

Texas Local Government Code, Chapter 272.001

STAFF RECOMMENDATION:

Approval

EXHIBITS:

- A – Aerial Map
- B – Site Plan of Street Right of Way
- C- Municipal Utilities Map
- D – Texas Gas Site Plan

STAFF:

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

City Department /Private Utility Notification Responses:

No Objection from City Departments: Comments on Page 2

Public Notice and Comment:

Sent	Returned	In Favor	Opposed	No Comment
15				



Background:

The applicant is in the process of redeveloping the Falstaff Brewery building into indoor storage units, cruise parking, a boutique hotel and a restaurant. A request for an abandonment of the north portion of 35th Street was reviewed by Planning Commission on May 22, 2018. Planning Commission recommended approval of the request.

Executive Summary:

The applicant is requesting an abandonment of approximately 15,744 square-feet of the Postoffice street right-of-way from the west side of 35th Street along Postoffice to the east side of 36th Street. The property owner to the north, adjacent to 404 36th Street, is entitled to the north half of the Postoffice Street right of way adjacent to his property, so the applicant is only proposing to abandon the south half in this area. Please reference Exhibit B Site Plan.

Zoning and Land Use

Location	Zoning	Land Use
Subject Site	Light Industry (LI) North/Commercial (C) South	Right-of –Way
North	Light Industry (LI)	Industrial
South	Commercial (C)	Industrial
East	Heavy Industry (HI)/Commercial (C)	Falstaff Building
West	Light Industry (LI)	Industrial

Impact on Transportation System

Staff finds the abandonment will not impact the transportation system since there is no through traffic on this section of Postoffice. This is mainly due to this section of Postoffice not being paved, which impairs vehicular access. Additionally, the east side of Postoffice Street to 33rd Street was abandoned in 2014 , which is included in the Falstaff Development.

Impact on Public Utility and Private Utility Services

Angelo Grasso, Director of Municipal Utilities had no objection with the following comments:

The City of Galveston has a 6-inch waterline and an 8-inch sanitary sewer line in the 35th Street ROW between Postoffice and Market. The City of Galveston also has a 6-inch waterline and an 8-inch sanitary sewer line in the Postoffice Street ROW between 35th Street to 36th Street. I have no objection to the abandonment request for these 2 Right of Way's with the following conditions:

- The City be granted an easement for both of the water and sanitary sewer systems located within the Postoffice and 35th Street ROW's.
- The minimum easement width should be 10-feet in width for each of the waterline and sanitary sewer systems. We will make a final determination of the easement width when a final utility locate has been made for the water and sanitary sewer line.
- There should not be any structures or poles that are constructed within the easements that is granted for these water and sanitary sewer utilities.
- If repairs are needed to be made to the water or sanitary sewer at any time, the City will be responsible for the utility line repair. However, the applicant or the owner of this property at the time that repair work is needed will be responsible for pavement repair.

Texas Gas Service had this comment: "Texas Gas maintains a 14" High Pressure line adjacent to this proposal, as long as no structure is built over this line and we still maintain access to conduct maintenance to our line, I have no objections". The line is on the north side of the right of way. Texas Gas said paving would be fine just no structure.

Staff Recommendation

Staff recommends the request be approved with the following conditions:

Specific Conditions:

1. The applicant shall replat the abandoned street right-of-way into the property within 6-months from the date of approval;
2. The applicant shall coordinate with the City of Galveston Municipal Utilities

- Department to confirm the location of the water and sewer lines;
3. The applicant shall provide two 10-foot wide easements one for each of the water and sewer lines;
 4. A minimum 10-foot wide easement shall be provided for Texas Gas to service their 14-inch high pressure line;
 5. The applicant shall not construct a structure over the easements only pavement and this shall be noted as a plat note on the plat;
 6. The City of Galveston shall be responsible for any repair to the water and sewer lines and the applicant shall be responsible for any repair to the pavement;

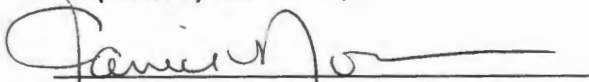
Standard conditions for an abandonment:

7. The applicant shall pay for an opinion letter, from an appraiser, regarding the market value of the subject property. The licensed appraiser shall be appointed by the City;
8. The applicant shall comply with Center Point Energy comments regarding the abandonment by submitting a street closure application;
9. The applicant shall pay the value of the surface easement, as determined by an appraiser, after it is reviewed and approved by the City Manager;
10. The applicant shall adhere to all comments/conditions received from City departments. Should conformance with the comments/conditions require alterations to the project, as approved, the case must be returned to the Planning Commission for additional review and approval; and;

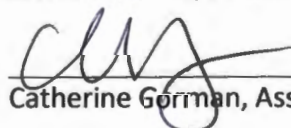
Hearings

Planning Commission at their regular meeting on June 5, 2018, unanimously voted to recommended approval of this abandonment.

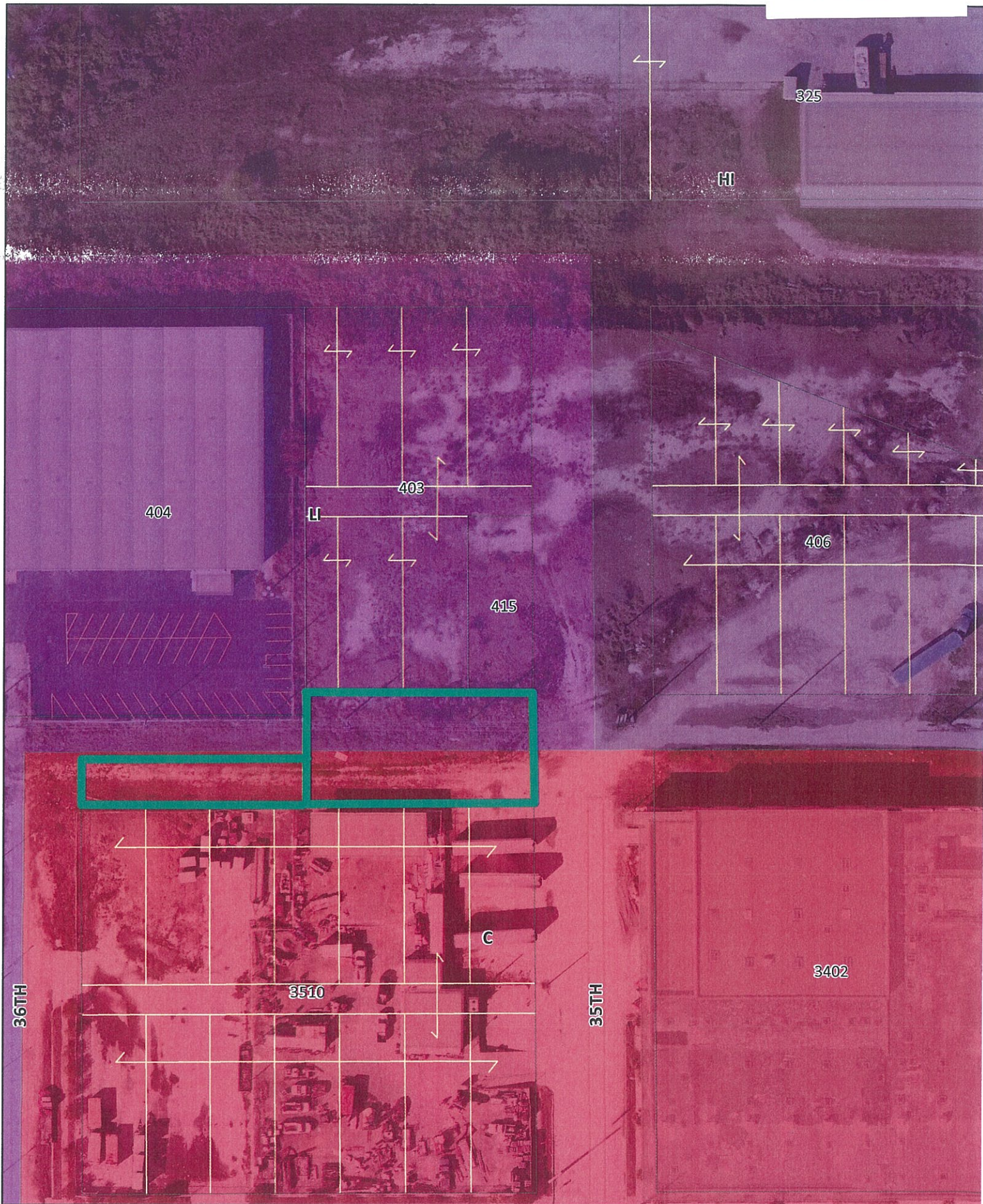
Respectfully submitted,


Janice Norman, Planning Manager

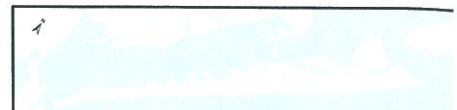
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Date

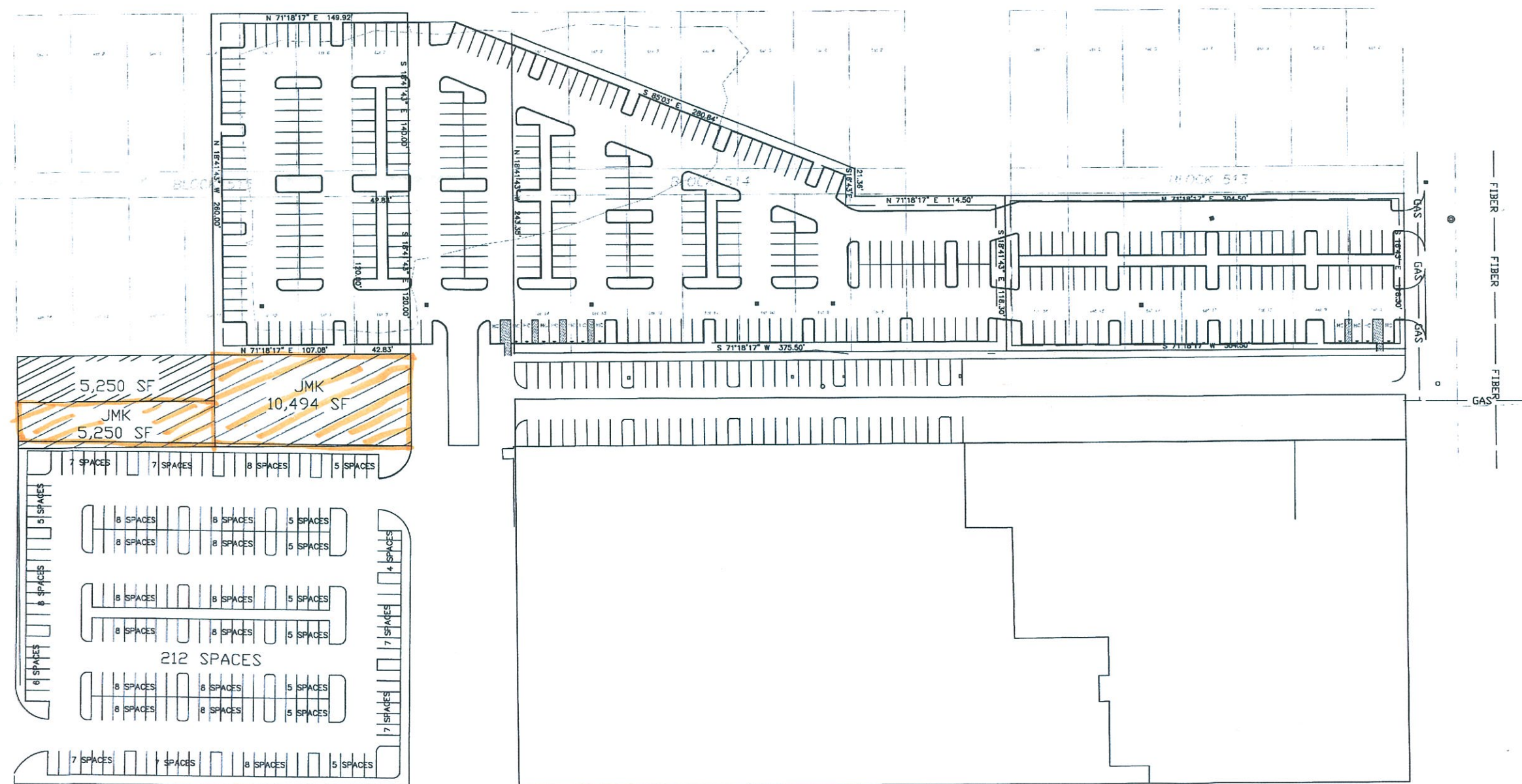
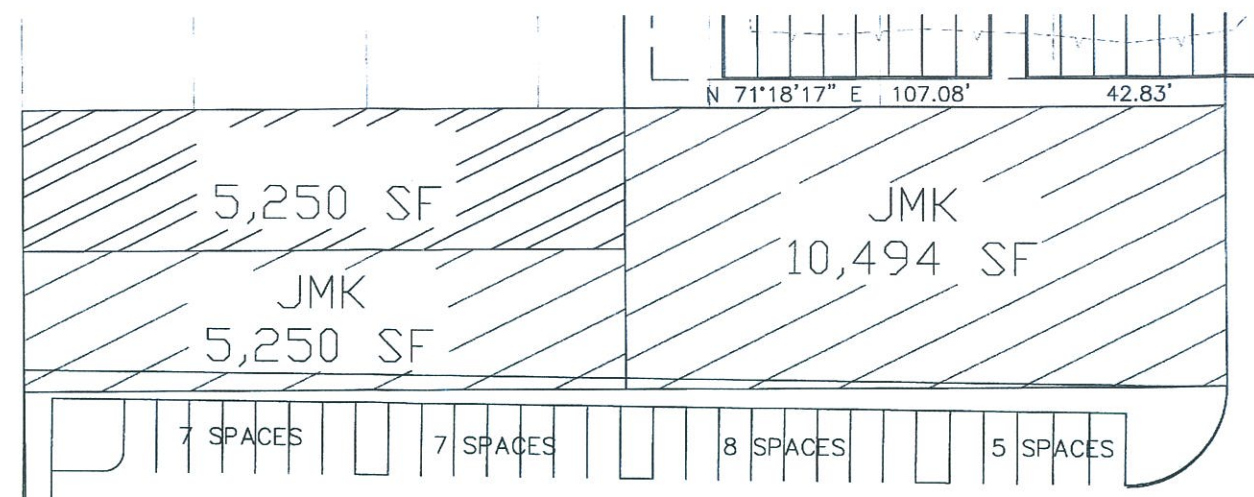

Catherine Gorman, Assistant Director, HPO, AICP

6-12-18
Date

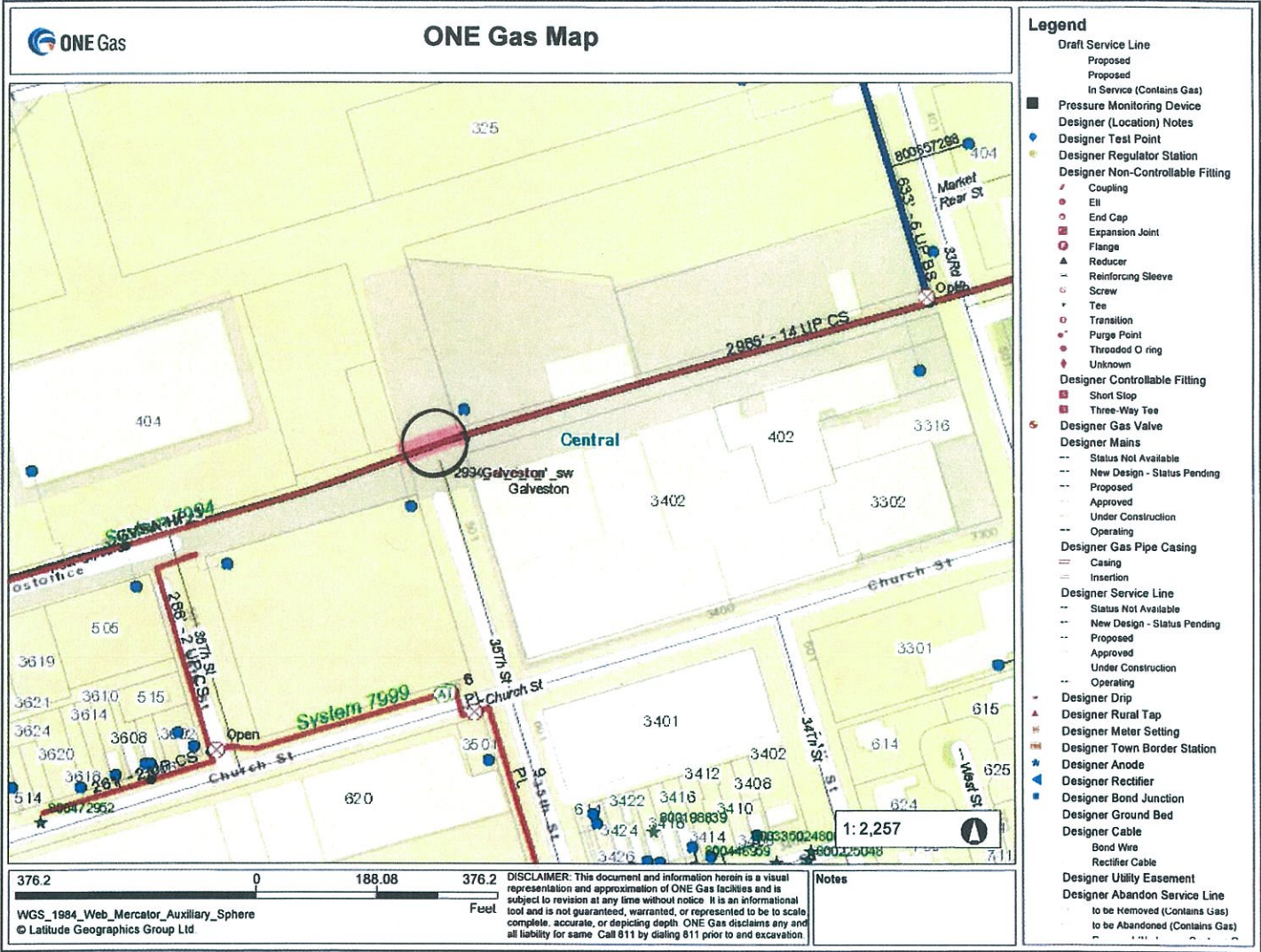


This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The data presented on these pages is not legally binding on the City of Galveston or any of its departments. These maps and the associated data are representations ONLY and may contain errors in the databases. Therefore, the information presented on this map is for informational purposes only and should not be construed to be legally binding.





SCALE: 1" = 40'



ORDINANCE NO. 18-____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, ABANDONING PROPERTY ADJACENT TO 403,406 AND 415 35TH STREET; ADJACENT PROPERTY IS LEGALLY DESCRIBED AS LOTS 5 THROUGH 7, LOTS 9 AND 10 AND THE EAST HALF OF LOTS 4 AND 11, BLOCK 515, LOT 8 (8-1) BLOCK 515, LOTS 9 THROUGH 14 AND PART OF LOTS 1 THROUGH 8 (513-1), BLOCK 514, IN THE CITY AND COUNTY OF GALVESTON, TEXAS; PLANNING CASE NUMBER 18P-022; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, the Applicant and Owner is JMK5 Holdings Galveston LLC., Jerome Karam, and Easement Owner, is the City of Galveston; and,

WHEREAS, the property is commonly known as property Adjacent to 403,406 and 415 35th Street and Adjacent property legally described as Lots 5 through 7, Lots 9 and 10 and the East half of Lots 4 and 11, Block 515, Lot 8 (8-1) Block 515, Lots 9 through 14 and Part of Lots 1 through 8 (513-1), Block 514, in the City and County of Galveston, Texas; and,

WHEREAS, the Applicant, is requesting that the City abandon approximately 20,451 square-feet of street right-of-way between Postoffice and Market Streets, as more particularly described and detailed in the Staff Report with attachments, attached hereto as **Exhibit 1**, for all intents and purposes; and,

WHEREAS, as set out in the Staff Report, the applicant is in the process of redeveloping the Falstaff Brewery building into indoor storage units, cruise parking, a boutique hotel and restaurant. The Applicant is requesting the abandonment in order to connect the two adjacent lots that will become cruise parking; and,

WHEREAS, Staff finds the abandonment will not impact the transportation system since this 80-foot portion of 35th Street is not paved or accessible to vehicular traffic; and,

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

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

WHEREAS, at its meeting of May 22, 2018, the Planning Commission recommended approval of the request; and,

WHEREAS, after conducting a public hearing, the City Council of the City of Galveston, Texas, deems it in the public interest to abandon this property, subject to the conditions listed in **Section 3** below.

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

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

SECTION 2. The City Council of the City of Galveston, Texas, hereby releases any and all interest in the subject property. The City Council of the City of Galveston, Texas, hereby abandons to applicant approximately **20,451 square-feet of street right-of-way between Postoffice and Market Streets**, as more detailed in the Staff Report with attachments, attached hereto as **Exhibit 1**, and fully incorporated for all intents and purposes, located in the City and County of Galveston, Texas.

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

Specific Conditions for Abandonment:

1. The applicant will replat the abandoned street right-of-way and include two 10-foot wide utility easements one for water and one for sanitary sewer;
2. Any new construction must be outside of the Texas Gas 14" high pressure line to the south of the 35th Street right-of-way;

Standard Conditions for Abandonment

3. The applicant shall pay for an opinion letter from a licensed appraiser, regarding the market value of the subject property. The licensed appraiser shall be appointed by the City;
4. The applicant will resolve any objections from Center Point Energy regarding the abandonment by submitting a street closure application;
5. The applicant shall pay the value of the surface easement, as determined by an appraiser, after it is reviewed and approved by the City Manager;
6. The applicant shall adhere to all comments/conditions received from City departments. Should conformance with the comments/conditions require alterations to the project, as approved, the case must be returned to the Planning Commission for additional review and approval; and;
7. Upon payment of the property and execution of the Deed without Warranty, a replat of the properties shall be completed within 6 months of the filing of the deed, or prior to the issuance of a building permit for this portion of property, whichever comes first.

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

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

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

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

APPROVED AS TO FORM:

DONNA M. FAIRWEATHER
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its regular meeting held on the June 21, 2018, as the same appears in records of this office.

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

Secretary for the City Council
of the City of Galveston

AGREEMENT OF GRANTEE

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

I, **JMK5 Holdings Galveston LLC., Jerome Karam**, hereby accept the terms and conditions of Ordinance No. 18-____, I assert that I am authorized to execute this agreement. I promise to comply with the terms and conditions of said Ordinance and I agree to make payment of the consideration as required therein.

Executed at Galveston, Galveston County, Texas, this the ____ day of _____, 2018

JMK5 Holdings Galveston LLC.,
Jerome Karam, Applicant

DEED WITHOUT WARRANTY

Effective Date: _____, 2018

Grantor: City of Galveston, Texas

Grantee: JMK5 Holdings Galveston LLC., Jerome Karam

Consideration:

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

Property (including any improvements):

That certain real property commonly described as an approximate 20,451 square-feet of street right-of-way between Postoffice and Market Streets and which is commonly known as adjacent to 403,406 and 415 35th Street. Adjacent property is legally described as Lots 5 through 7, Lots 9 and 10 and the East half of Lots 4 and 11, Block 515, Lot 8 (8-1) Block 515, Lots 9 through 14 and Part of Lots 1 through 8 (513-1), Block 514, in the City and County of Galveston, Texas.

Reservations from Conveyance: All Mineral Interests.

Exceptions to Conveyance and Warranty:

Subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and any applicable taxes for 2017, which will be paid by Grantee.

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

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

Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties.

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

ATTEST:

THE CITY OF GALVESTON

By: _____
Janelle Williams, City Secretary

By: _____
Brian Maxwell, City Manager

APPROVED AS TO FORM:

City Attorney's Office

ACCEPTANCE

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

By: _____
JMK5 Holdings Galveston LLC.,
Jerome Karam, Property Owner

STATE OF TEXAS §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on the _____ day of _____, 2018 by **Brian Maxwell, City Manager** of the City of Galveston, Texas.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on the _____ day of _____, 2018 by JMK5 Holdings Galveston LLC., Jerome Karam, in his capacity as the Owner.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Jerome Karam
308 West Parkwood #1049
Friendswood, TX 77546

Abandonment
Adj. to 403,406 & 415 3th Street
(Falstaff)



18P-022

STAFF REPORT

ADDRESS:

Adjacent to 403,406 and 415 35th Street

LEGAL DESCRIPTION:

Adjacent property is legally described as Lots 5 through 7, Lots 9 and 10 and the East half of Lots 4 and 11, Block 515, Lot 8 (8-1) Block 515, Lots 9 through 14 and Part of Lots 1 through 8 (513-1), Block 514, in the City and County of Galveston, Texas.

APPLICANT/REPRESENTATIVE:

JMK5 Holdings Galveston LLC., Jerome Karam

ADJACENT PROPERTY OWNERS:

Same

EASMENT OWNER:

City of Galveston

ZONING:

West - Light Industry (LI)
East - Heavy Industry (HI)

REQUEST:

Abandonment

APPLICABLE REGULATIONS:

Texas Local Government Code, Chapter 272.001

STAFF RECOMMENDATION:

Approval

EXHIBITS:

A – Aerial Map
B – Survey of Street Right of Way
C – Texas Gas Map

STAFF:

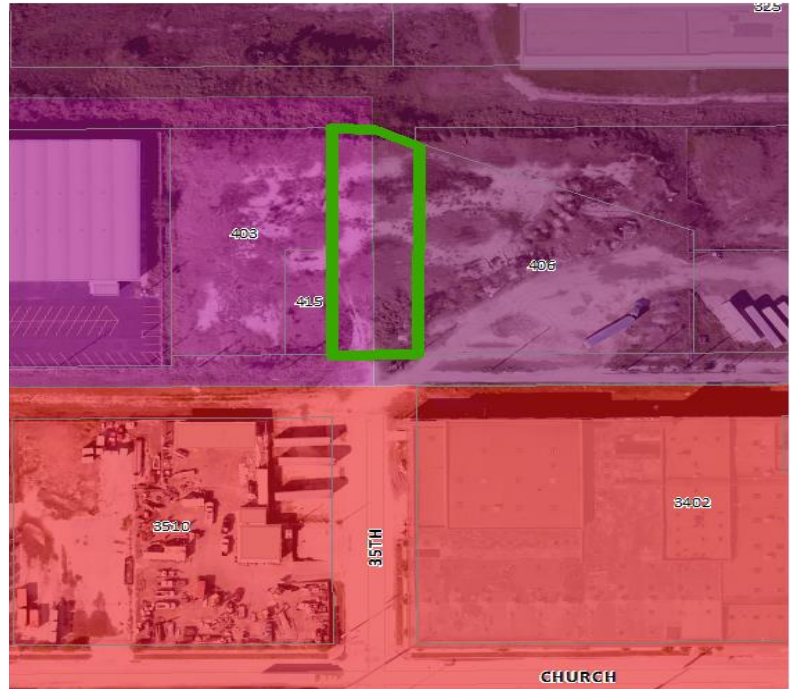
Janice Norman, Planning Manager
409-797-3670
normanjan@cityofgalveston.org

City Department Notification Responses:

No Objection from City Departments

Public Notice and Comment:

Sent	Returned	In Favor	Opposed	No Comment
8	0			



Background:

The applicant is in the process of redeveloping the old Falstaff Brewery building into indoor storage units, cruise parking and a boutique hotel and restaurant.

Executive Summary:

The applicant is requesting an abandonment of approximately 20,451 square-feet of street right-of-way between Postoffice and Market Streets in order to connect the two adjacent lots that will become cruise parking.

Zoning and Land Use

Location	Zoning	Land Use
Subject Site	Light Industry (LI) West/Heavy Industry (HI) East	Right-of –Way
North	Heavy Industry (HI)	Vacant Industrial
South	Commercial (C)	Industrial
East	Light Industry (LI)	Falstaff
West	Heavy Industry (HI)	Industrial

Impact on Transportation System

Staff finds the abandonment will not impact the transportation system since this 80-foot portion of 35th Street is not paved or accessible to vehicular traffic.

Impact on Public Utilities and Services

Angelo Grasso, Director of Municipal Utilities had a comment that two 10-foot wide utility easements one for the water and one for the sanitary sewer lines in the 35th Street right of way will be required. This will be verified during the replating process.

Texas Gas Service had a comment that they maintain a 14" High Pressure line adjacent to this proposal, as long as no structure is built over this line and we still maintain access to conduct maintenance to our line, I have no objections. The line is south of the right-of-way.

Staff Recommendation

Staff recommends the request be approved with the following conditions:

Specific Conditions:

1. *The applicant will replat the abandoned street right-of-way and include two 10-foot wide utility easements one for water and one for sanitary sewer;*
2. Any new construction must be outside of the Texas Gas 14" high pressure line to the south of the 35th Street right-of-way;

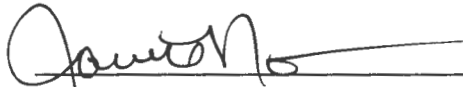
Standard conditions for an abandonment:

3. The applicant shall pay for an opinion letter, an appraiser, regarding the market value of the subject property. The licensed real estate broker or appraiser shall be appointed by the City;
4. The applicant will resolve any objections from Center Point Energy regarding the abandonment by submitting a street closure application;
5. The applicant shall pay the value of the surface easement, as determined by an appraiser, after it is reviewed and approved by the City Manager;
6. The applicant shall adhere to all comments/conditions received from City departments. Should conformance with the comments/conditions require alterations to the project, as approved, the case must be returned to the Planning Commission for additional review and approval; and;
7. Upon payment of the property and execution of the Deed without Warranty, a replat of the properties shall be completed within 6 months of the filing of the deed, or prior to the issuance of a building permit for this portion of property, whichever comes first.

Hearings

Planning Commission at their regular meeting on May 2, 2018, unanimously voted to recommend approval of this request.

Respectfully submitted,



Janice Norman, Planning Manager

5/1/18
Date



Catherine Gorman, Assistant Director, HPO, AICP

5-1-18
Date



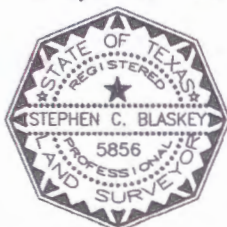
SCALE: 1" = 40'

Survey of a 0.470 acre (20,451 square feet) tract of land, being a portion of 35th Street, an 80 foot right-of-way, lying between Blocks 514 and 515, situated in the City and County of Galveston, Texas, said tract being more particularly described on attached Exhibit "A".

I hereby certify that on the below date, the herein described property, together with improvements located thereon, was surveyed on the ground and under my direction, and that this map, together with dimensions as shown hereon, accurately represents the facts as found on the ground this date.

Stephen C. Blaskey

Stephen C. Blaskey
Registered Professional
Land Surveyor No. 5856



GALVESTON OFFICE

Registration Number: 10193855

(409) 740-1517 www.hightidelandsurveying.com
8017 HARBORSIDE DRIVE | GALVESTON, TX 77554
Mailing | P.O. BOX 16142 | GALVESTON, TX 77552

SURVEY DATE:	APRIL 16, 2018
FILE No.:	3505-0513-0001-001
DRAFTING:	JTK
JOB No.:	18-0326

NOTES:

- 1) This property does lie within the 100 Year Flood Plain as established by the Federal Emergency Management Agency.
- 2) This property is subject to any restrictions of record and may be subject to setbacks from power lines as established by OSHA (call your power company).
- 3) Bearings based on Monumentation of the West R.O.W. line of 33rd Street.
- 4) Surveyed without benefit of a Title Report.



- Draft Service Line
 Proposed
 Approved
 In Service (Contains Gas)
 Pressure Monitoring Device
 Designer Location Notes
 Designer Test Point
 Designer Regulator Station
 Designer Non-Controllable Fitting
 Cocking
 Bib, Sp.
 End Cap
 Expansion Joint
 Flange
 Reducer
 Reinforcing Sleeve
 Screen
 Tee
 Transition
 Pump Point
 Threaded O Ring
 Unknown
 Designer Controllable Fitting
 Shut-Off
 Three-Way Tee
 Designer Gas Valve
 Designer Mains
 Status Not Available
 Not a Design - Status Pending
 Proposed
 Approved
 Under Construction
 Operating
 Designer Gas Pipe Casing
 Cocking
 Insertion
 Designer Service Line
 Status Not Available
 Not a Design - Status Pending
 Proposed
 Approved
 Under Construction
 Operating
 Designer Drip
 Designer Rural Tap
 Designer Meter Setting
 Designer Town Border Station
 Designer Anode
 Designer Rectifier
 Designer Bond Junction
 Designer Ground Bed
 Designer Cable
 Bond Wire
 Reinforcing Cable
 Designer Utility Easement
 Designer Abandon Service Line
 to be Removed (Contains Gas)
 to be Abandoned (Contains Gas)

1: 2,257



Notes

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Latitude Geographics Group Ltd

DISCLAIMER: This document and information herein is a visual representation and approximation of ONE Gas facilities and is subject to revision at any time without notice. It is an informational tool and is not guaranteed, warranted, or represented to be to scale, complete, accurate, or depicting depth. ONE Gas disclaims any and all liability for same. Call 811 by dialing 811 prior to and excavation.

ORDINANCE NO. 18-_____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, CHANGING THE ZONING FROM COMMERCIAL (C) ZONING DISTRICT TO LIGHT INDUSTRY (LI) ZONING DISTRICT ON PROPERTY COMMONLY KNOWN AS 3510 CHURCH/AVENUE F. THE PROPERTY IS LEGALLY DESCRIBED AS LOTS 1 THROUGH 14 AND ADJACENT ALLEY, BLOCK 455, IN THE CITY AND COUNTY OF GALVESTON, TEXAS; PLANNING CASE NUMBER 18P-023; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, the Applicant and Owner is JMK5 Holdings Galveston LLC., Jerome Karam, and Easement Owner, is the City of Galveston. Applicant is requesting that the City change the zoning on the property commonly known as 3510 Church/Avenue F, from Commercial (C) Zoning District to Light Industry (LI), Zoning District. The property is legally described as Lots 1 through 14 and Adjacent Alley, Block 455, in the City and County of Galveston, Texas. Planning Staff Report No. 18P-023 (“**Exhibit 1**”), is attached and fully incorporated herein for all purposes; and,

WHEREAS, as set out in the Staff Report, The applicant is in the process of redeveloping the Falstaff Brewery building into indoor storage units, cruise parking, a boutique hotel and restaurant. The Applicant is requesting a change of zoning from Commercial (C) to Light Industry (LI) in order to develop the property for cruise parking; and,

WHEREAS, “Cruise Parking” is considered a “Parking Lot, Commercial Surface Parking Area” land use by the Galveston Land Development Regulations (LDR). The “Parking Lot, Commercial Surface Parking Area” land use is a prohibited land use in all zoning districts except Light Industry (L) and Heavy Industry (HI) where it is a Limited Land Use in which specific standards must be met; and,

WHEREAS, the applicant recently purchased the surrounding properties to the west and north to include in the development; and,

WHEREAS, the subject property is zoned Commercial (C) and is west of the Falstaff property that is also zoned Commercial (C). The properties to the west are zoned Light Industry (LI) with vacant land across 36th Street and two residential structures that are in a Light Industry (LI) zoning district. The property to the south is Moody Compress and is zoned Commercial (C). The property to the north is Light Industry (LI) with industrial warehouses. The property to the northeast is zoned Heavy Industry (HI) and was used by the Portside Services Company but is now being proposed as part of this new development; and,

WHEREAS, Staff recommends the request for a change of zoning from Commercial (C) Zoning District to Light Industry (LI), Zoning District be approved; and,

WHEREAS, at its regular meeting of May 22, 2018, the Planning Commission voted to recommend approval of the zoning change; and,

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

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

WHEREAS, after conducting a public hearing, the City Council of the City of Galveston, Texas, deems it in the public interest to grant applicant's request for a change of zoning from Commercial (C) Zoning District to Light Industry (LI) Zoning District for the property commonly known as 3510 Church/Avenue F and legally described as Lots 1 through 14 and Adjacent Alley, Block 455, in the City and County of Galveston, Texas.

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

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

SECTION 2. The zoning classification of the property commonly known as 3510 Church/Avenue F and legally described as Lots 1 through 14 and Adjacent Alley, Block 455, in the City and County of Galveston, Texas is hereby changed from Commercial (C) Zoning District to Light Industry (LI) Zoning District.

SECTION 3. It is declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable. If any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by a final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

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

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

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

APPROVED AS TO FORM:

DONNA M. FAIRWEATHER
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its regular meeting held on June 21, 2018, as the same appears in records of this office.

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

Secretary for the City Council
Of the City of Galveston

18P-023

STAFF REPORT

ADDRESS:

3510 Church/Avenue F

LEGAL DESCRIPTION:

Property is legally described as Lots 1 through 14 and Adjacent Alley, Block 455, in the City and County of Galveston, Texas.

APPLICANT/REPRESENTATIVE:

JMK5 Holdings Galveston, LLC., Jerome Karam

PROPERTY OWNER:

JMK5 Holdings Galveston LLC., Jerome Karam

ZONING:

Commercial (C)

REQUEST:

Change the zoning from Commercial (C) to Light Industry (LI)

APPLICABLE ZONING LAND USE

Parking Lot, Commercial Surface Parking Area

STAFF RECOMMENDATION:

Approval

EXHIBITS:

- A –Zoning Map
- B – Narrative
- C – Aerial
- D – Limited Use Standards
- E - Zoning Comparison

STAFF:

Janice Norman, Planning Manager
409-797-3670
jnorman@galvestontx.gov

Public Notice and Comment:

Sent	Returned	In Favor	Opposed	No Comment
14	0			

City Department Notification Responses:

No Objections



Background

The applicant is in the process of redeveloping the Falstaff Brewery building into indoor storage units, cruise parking, a boutique hotel and restaurant. The applicant has recently purchased the surrounding properties to the west and north to include in the development.

Executive Summary

The applicant is requesting a change of zoning from Commercial (C) to Light Industry (LI) in order to develop the property for cruise parking. Cruise Parking is considered "Parking Lot, Commercial Surface Parking Area" land use by the Galveston Land Development Regulations (LDR). The "Parking Lot, Commercial Surface Parking Area" land use is a prohibited land use in all zoning districts except Light Industry (L) and Heavy Industry (HI) where it is a Limited Land Use with specific standards that must be met. Please reference Exhibit D, Limited Use Standards.

Zoning and Land Use Chart

Location	Zoning	Land Use
Subject Site	Commercial (C)	Industrial
North	Light Industry (LI)	Industrial
South	Commercial (C)	Industrial
East	Commercial (C)	Industrial
West	Light Industry (LI)	Vacant land and Residential Structures

Interpretation of Use Classification

As changes of zoning are of a permanent nature, regardless of the present proposed land use for the property, the Planning Commission and City Council must consider all potential future land uses that will become permitted uses should the request for a change of zoning be approved. Please reference Exhibit E, for a comparison list of the permitted uses in the Commercial (C) and Light Industry (LI) zoning districts.

Compatibility with Surrounding Land Use and Zoning

The subject property is zoned Commercial (C) and is west of the Falstaff property that is also zoned Commercial (C). The properties to the west are zoned Light Industry (LI) with vacant land across 36th Street and two residential structures that are in a Light Industry (LI) zoning district. The property to the south is Moody Compress and is zoned Commercial (C). The property to the north is Light Industry (LI) with industrial warehouses. The property to the northeast is zoned Heavy Industry (HI) and was used by the Portside Services Company but is now being proposed as part of this new development.

The land use "Parking Lot Commercial, Surface Parking Area" is a limited land use in the Light Industry (LI) and Heavy Industry (HI) zoning districts and is prohibited in all other zoning districts. The change of zoning is necessary for the proposed land use "Parking Lot, Commercial Surface Parking Area" to operate at this location.

Criteria for Approval

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

1. The proposed zoning is preferable to the existing zoning in terms of its likelihood of advancing the goals, objectives and policies of the City's 2011 Comprehensive Plan and other adopted neighborhood plan, special area plan, redevelopment plan, or other plan applicable to the area;
 - a. *The proposed change of zoning will allow new development that will promote the revitalization and economic growth of Galveston and expand Galveston's attraction as a Quality, Year-Round, Tourist Destination that is encouraged by the 2011 Comprehensive Plan in ED2.1 and LU2.1.*
2. The proposed zoning is consistent with the future land use map of the 2011 Comprehensive Plan (a future land use map amendment may be processed concurrently with the rezoning);

- a. *The City has not officially adopted a future land use map at this time. However, if this change of zoning is approved the new future land use map will be consistent with this change.*
3. The proposed change is consistent with the implementation of existing or pending plans for providing streets, water and wastewater, other utilities and the delivery of public services to the area in which the parcel proposed for rezoning is located;
 - a. *There are existing water and sewer lines surrounding the property. The new development will not interfere with the existing streets, water or wastewater in the area;*
4. The range of uses and the character of development that is allowed by the proposed zone will be compatible with the properties in the immediate vicinity of the parcel proposed for rezoning, and the parcel proposed for rezoning has sufficient dimensions to accommodate reasonable development that complies with the requirements of these Land Development Regulations, including parking and buffering requirements; and
 - a. *The property was owned and operated by the Portside Services Company a freight shipping, cleaning and trucking company. They stored large shipping containers, trucks and various other equipment on the property and the only buffering was a chain-link fence. The new land use "Parking Lot, Commercial Surface Parking Area" for cruise parking will have landscape screening and fencing requirements that will buffer the parked cars from the street right of way adding a more aesthetically pleasing appearance to the property and buffering the use from the right of way.*
 - b. *The parcel is comprised of an entire Block between 35th Street and 36th Street and between Church and Postoffice. The parcel is large enough to provide for the development of the "Parking Lot, Commercial Surface Parking Area" for cruise parking and comply with the Limited Use Standards.*
5. The pace of development and/or the amount of vacant land currently zoned for comparable development in the vicinity suggests a need for the proposed rezoning in order to ensure an appropriate inventory of land to maintain a competitive land market that promotes economic development.
 - a. *There has been no redevelopment or improvements in this area for many years. The change of zoning will allow for new development and the possibility of attracting more new development to the area.*

Conformance

Staff finds the request for a change of zoning would be an improvement to the surrounding properties and would foster the possibility for more new development in the area.

**Staff
Recommendation**

Staff recommends the request for a Change of Zoning from Commercial (C) to Light Industry (LI) be approved.

Hearings

Planning Commission at their regular meeting on May 22, 2018, voted unanimously to recommend approval of this request.

Respectfully Submitted,



Janice Norman, Planning Manager

6/7/18

Date



Catherine Gorman, Assistant Director, AICP, HPO

6-7-18

Date



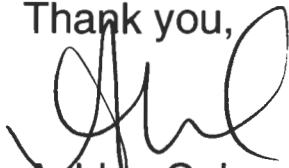
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The data presented on these pages is not legally binding on the City of Galveston or any of its departments. These maps and the associated data are representations ONLY and may contain errors in the databases. Therefore, the information presented on this map is for informational purposes only and should not be construed to be legally binding.



To whom it may concern,

JMK5 Holdings Galveston LLC would like to propose a zoning change for 3510 Church Street, Galveston Texas 77550. This re zoning would assist in development of not only the aforementioned address, but the surrounding lots which are also being developed by our company for the same use; a cruise ship parking lot. Currently the lots are zoned for Commercial, allowing us to re-zone to light industrial will support the surrounding businesses and the Falstaff Complex by directing visitors to the area for overnight stays, or restaurant visits. We appreciate the consideration of what we consider to be a very exciting development for Galveston.

Thank you,

A handwritten signature in black ink, appearing to read 'Ashley Cole', written over the printed name.

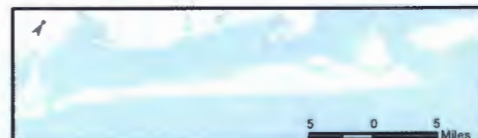
Ashley Cole

Vice President of Operations

JMK5 Holdings



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The data presented on these pages is not legally binding on the City of Galveston or any of its departments. These maps and the associated data are representations ONLY and may contain errors in the databases. Therefore, the information presented on this map is for informational purposes only and should not be construed to be legally binding.
 Map prepared by the City of Galveston Development Services Department (normanjan)- 4/20/2018



LIMITED USE STANDARDS

SEC. 2.336 PARKING LOT, COMMERCIAL SURFACE PARKING AREA

A. Limited Use Standards.

1. Commercial Surface Parking Lots

- a. 7-foot-wide perimeter landscaping
- b. One tree every 25 linear feet of parking lot frontage, 2-inch caliper trunk, 14 feet high
- c. 10-foot-wide sidewalk along public right-of-ways

2. Interior Landscaping

- a. One canopy tree for every eight parking spaces, 2-inch caliper trunk, 14 feet high
- b. 150 square feet of planting area for each canopy tree
- c. 8-foot-wide interior landscape medians filled with groundcover grasses and 3-foot-high shrubs
- d. 2-foot-wide overhang zone with groundcover
- e. 8-foot-wide planting beds/ with trees required at both ends of parking rows.
- f. 8-foot-wide planting strip required every other interior row

3. Storm Water Quality Discharge. Collection and discharge points shall be in sedimentation basins in parking row medians, elevated catch basins, filter fabric, gravel filter, retention ponding, inlets (spaced as appropriate), and piping connected to on-site storm water system.

4. Parking area construction materials required. Required materials are concrete or asphalt.

5. Design of Entries/Access Parking lot layout, access, and markings shall be designed in accordance with *ITE Traffic Engineering Handbook, 6th Edition*.

6. Fencing. Shall be a solid screen and constructed of masonry or wood.

Planning and Development Services

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planningcounter@cityofgalveston.org



Commercial Zoning District (C)	Permitted	Limited	Specific Use
Agriculture/Urban Farming	P		
Accessory Dwelling Unit		*L	
Bed and Breakfast	P		
Boarding House, Dormitory, Fraternity or Sorority	P		
Child Care Facility, Residential (Day Care)	P		
Community Garden	P		
Cottage Food Industry	P		
Home Based Occupation/ Business	P		
Home Based Occupation	P		
Hospital House Establishment	P		
Live Work Unit	P		
Multi-Family Residential	P		
Personal Care Homes (DADS)	P		
Short Term Rental Residential Dwelling	P		
Single Family Dwelling Attached	P		
Single Family Dwelling Detached	P		
Adult Day Care	P		
Adult Use (SOB)			*S
Alcoholic Beverage Sales, Liquor Store or Package	P		
Arena /Stadium	P		
Auto Service/Fueling or Charging Station		*L	

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Bar	P		
Child Care Facility, Day Care (Commercial)	P		
Cleaning /Laundry pick-up station	P		
Cleaning/Laundry-mat self service	P		
College/ University /Vo-Tech	P		
Commercial Amusement/Recreation Indoor		*L	
Commercial Amusement/Recreation Outdoor		*L	
Commercial Lodging /Hotel	P		
Correctional or Rehabilitation Facility			*S
Credit Access Business		*L	
Flea Market		*L	
Gun Shop		*L	
Homeless Shelter			*S
Hospital	P		
Kennel		*L	
Library	P		
Medical Office /Clinic/Lab	P		
Music Instruction	P		
Nursery or Greenhouse, Retail	P		
Nursery Whole Sale		*L	
Nursing/Convalescent Home	P		
Office	P		
Parking Structure or Lot Incidental to Main Use		*L	
Parking Structure- Mixed		*L	

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

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Wholesale		*L	
Research and Testing Laboratory	P		
Parking and /or Multimodal Transportation Facility	P		
Public Utility Facility, Neighborhood	P		
Cemetery			*S
Helistop		*L	
Marina	P		
Public Utility Plant	P		
Wireless Communications Facility			*S

*Limited (L) and Specific (S) Uses

Where a use is listed as L in one or more zoning districts, the use shall be allowed if it meets all of the standards for the particular use specified. Where a use is classified as specific use (S) in one or more zoning district, the Planning Commission may recommend and the City Council may adopt additional conditions that would make the use appropriate at the requested location or it may deny the specific use request. For all Limited Uses (L) and Specific Uses (S) please reference the Galveston Land Development Regulations Article 2, Division 2.300, Section 2.301.

Commercial District Fence Regulations

10. Maximum height of a fence is eight-feet (8'). Fence must be constructed in a workmanship manner. Horizontal and vertical support posts are inside of the fence area or otherwise hidden from both the neighbor's and general public's view. Fences with a shadow-box design shall be considered to hide support posts. No more than two different types of fencing material is permitted. Property owners shall be responsible for the maintenance of the fencing on their property, and for removal of any fence if it becomes unsightly or a menace to public safety, health or welfare. Fences shall be maintained in an upright condition. It shall be the responsibility of the property owner to insure that a fence does not block or obstruct the flow of storm water. Corrosive resistant material required.

Broadway Boulevard Design Standards

19th Street to 61st Street and 61st Street to Causeway

11. Cross access easement required. If access provided from Broadway, maximum of two curb cuts, maximum curb cut width is 25'.

12. Vending machines & vending kiosks visible from Broadway Boulevard right-of-way are prohibited.

13. *Building Materials:* exterior new or renovations shall use stucco, brick, wood, painted or textured concrete, tile, glass block or cast iron.

14. *Roof Materials:* Spanish roof tiles, standing seam metal, composition shingle (applies if visible from right-of-way). Repair and maintenance work exempt.

15. *Vehicle Access:* Where alternative access available, access prohibited from Broadway.

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16. *Fencing Prohibited:* Fronting on Broadway. Residential Fencing Maximum Height: 42" solid fence; 80" open fence design. Barbed wire and chain link prohibited.

17. *Exceptions to fence regulations:* A protective barrier of 30" height and located behind a solid landscaped screen. Fences existing on the date this ordinance passed. Parking lots associated with hotel/motel resort developments. Barbed wire and cyclone fences installed prior to the adoption of this ordinance.

Commercial

Seawall Boulevard Design Standards

South Jetty east to Condo Rd.; Condo Rd. west to 39th St.; 39 St. West to 61st St.; 61st St. west to Cove View Blvd.

18. *Fencing:* Prohibited within area between the north right-of-way line of Seawall Boulevard and south façade of building.

19. *Residential Fencing Maximum Height:* 42" solid fence; 60" open fence design.

20. *Vending Machines:* attached to permanent structure, meet setbacks, proper ventilation, (i.e. phones, ice machines, water, soft drinks, etc.)

21. *Buffering/Screening* between commercial/lodging uses and residential zones and uses. A 4' wide landscaped strip and a five-foot (5') solid all or fence along all common property lines, including rear property lines separated by right-of-way.

Minimum Lot Standards

Area: 0 square feet

Width: 40-feet

Depth: 100-feet

Setbacks

Front: 0 – 10 feet; On Broadway (between eastside of 23rd St. and west side of 19th St. and the 2300 to 2600 block) a 25-ft. to 45-ft. build-to-line is required

Side: 5-feet

Rear: 0-feet; 10-ft if development abuts a residential zone

Building Height

Maximum: 50-feet, measured from base flood elevation

Parking

Residential: Minimum 1.5 per unit

Non-Residential: Minimum 1 per 300 sq. ft. of gross floor area

Lodging: Minimum .75 per unit

Parking Location: Rear of building

Landscaping

Refer to "Article 9: Landscaping" of the City's Land Development Regulations.

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Light Industry Zoning District (LI)	Permitted	Limited	Specific Use
Agricultural Support		*L	
Agriculture/Urban Farming	P		
Commercial Stable	P		
Nursery or Greenhouse, Wholesale		*L	
Veterinarian, Large Animal	P		
Boarding House, Dormitory, Fraternity or Sorority	P		
Community Garden	P		
Cottage Food Industry	P		
Home Based Occupation/ Business	P		
Home Based Occupation	P		
Hospital House Establishment	P		
Live Work Unit	P		
Manufactured Housing Development			*S
Personal Care Homes (DADS)	P		
Short Term Rentals Residential Dwelling	P		
Adult Day Care	P		
Adult Use (SOB)			*S
Alcoholic Beverage Sales, Liquor Store or Package	P		
Arena /Stadium	P		
Auto Service/Fueling or Charging Station		*L	
Bar	P		
Cleaning /Laundry pick-up station	P		

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Cleaning/Laundry-mat self service	P		
College/ University /Vo-Tech	P		
Commercial Amusement/Recreation Outdoor	P		
Commercial Lodging /Hotel	P		
Correctional or Rehabilitation Facility			*S
Flea Market		*L	
Gun Shop		*L	
Heavy Vehicle, Manufactured Home, Watercraft or Aircraft Sales or Rental		*L	
Homeless Shelter	P		
Hospital	P		
Kennel		*L	
Library	P		
Medical Office /Clinic/Lab	P		
Music Instruction	P		
Nursery or Greenhouse, Retail	P		
Nursery Whole Sale	P		
Nursing/Convalescent Home	P		
Office		*L	
Parking Lot Commercial Surface Area		*L	
Parking Structure or Lot Incidental to Main Use	P		
Parking Structure- Mixed Use		*L	
Passenger Motor Vehicle Sales or Rental	P		

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Pawn Shop	P		
Personal Fitness	P		
Place of Private Assembly	P		
Place of Public Assembly	P		
Private Club	P		
Professional Services, Instruction or Counseling	P		
Public Safety Facility	P		
Recreation Indoor	P		
Recreation Outdoor	P		
Recycling Collection Center	P		
Restaurant, No Drive-In /Through	P		
Restaurant, Drive-In /Through	P		
Retail- Big Box		*L	
Retail –Commercial	P		
Self -Storage	P		
Vehicle Wash	P		
Vending Kiosk/ ATM	P		
Veterinarian, Small Animal	P		
Wholesale	P		
Automotive Wrecking and Salvage Yard; Junkyard;	P		
Light Industry		*L	
Mining /Extraction	P		
Research and Testing Laboratory	P		
Parking and /or Multimodal Transportation Facility	P		

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Power Generation	P		
Public Utility Facility, Neighborhood	P		
Airport	P		
Cemetery			*S
Helistop		*L	
Marina	P		
Public Utility Plant	P		
Rail Yard	P		
Port Harbor Facilities	P		
Wireless Communications Facility			*S

*Limited (L) and Specific (S) Uses

Where a use is listed as L in one or more zoning districts, the use shall be allowed if it meets all of the standards for the particular use specified. Where a use is classified as specific use (S) in one or more zoning district, the Planning Commission may recommend and the City Council may adopt additional conditions that would make the use appropriate at the requested location or it may deny the specific use request. For all Limited Uses (L) and Specific Uses (S) please reference the Galveston Land Development Regulations Article 2, Division 2.300, Section 2.301.

Minimum Lot Standards

Area: 0 square feet

Width: 0 feet

Depth: 0 feet

Setbacks

Front: 0 feet

Side: 0 feet

Rear: 0 feet

Building Height

Maximum: None

Parking

One space per every four employees

Landscaping

Refer to Article 9, Landscaping of the City Land Development Regulations.

ORDINANCE NO. 18-_____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, CHANGING THE ZONING FROM RESIDENTIAL, SINGLE FAMILY (R-1) TO COMMERCIAL (C) ZONING DISTRICT ON PROPERTY COMMONLY KNOWN AS 22222 FM 3005. THE PROPERTY IS LEGALLY DESCRIBED AS ABST 121 HALL & JONES SUR LOT 7 (7-1) SAND N SEA, IN THE CITY AND COUNTY OF GALVESTON, TEXAS; PLANNING CASE NUMBER 18P-024; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, the Applicant and Owner Rakesh Kumar Jain, are requesting that the City change the zoning on the property located at 22222 FM 3005, from Residential, Single Family (R-1) zoning district to Commercial (C) zoning district. The property is legally described as Abstract 121 Hall & Jones Survey Lot 7 (7-1), Sand N Sea, in the City and County of Galveston, Texas. Planning Staff Report No. 18P-024 (“**Exhibit 1**”), is attached and fully incorporated herein for all purposes; and,

WHEREAS, as set out in the Staff Report, the applicants owns and operates the existing convenience store with fueling pump and canopy, and wishes to rezone in order to improve the property, including but not limited to upgraded signage; and

WHEREAS, the subject site has a commercial land use and Residential, Single- Family (R-1) zoning; however, the current land use is still single-family residential for that parcel and all surrounding parcels. The remainder of the surrounding properties are zoned Residential, Single-Family (R-1); and,

WHEREAS, Staff recommends that the request for a change of zoning from Residential, Single Family (R-1) zoning district to Commercial (C) zoning district be approved. The subject site has served in its current capacity as a commercial land use since the 1970s. Since then, two residential subdivisions have developed around the land use without noticeable detrimental effect, and Residential, Single- Family (R-1) zoning is an impediment to necessary improvements to the subject site; and

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

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

- a. The proposed zoning is preferable to the existing zoning in terms of its likelihood of advancing the goals, objective and policies of the City of Galveston 2011 Comprehensive Plan and other adopted plans;
- b. The proposed zoning is consistent with the future land use map prepared by staff and accompanying the staff report for this case;

- c. The proposed change is consistent with the implementation of existing or planned streets, water, wastewater, other utilities and delivery of public services to the area in which the proposed rezoning is located;
- d. The range of uses and character of development allowed by the proposed zone will be compatible with the properties in the immediate vicinity of the parcel proposed for rezoning and the parcel has sufficient dimensions to accommodate reasonable development that complies with the requirements or the Land Development Regulations including parking and buffering requirements;
- e. The pace of development and/or amount of vacant land currently zoned for comparable development in the vicinity suggests a need for the proposed rezoning in order to ensure an appropriate inventory of land to maintain a competitive land market that promotes economic development; and

WHEREAS, after conducting a public hearing, the City Council of the City of Galveston, Texas, deems it in the public interest to grant applicant's request for a change of zoning from Residential, Single Family (R-1) zoning district to Commercial (C), zoning district for property commonly known as 22222 FM 3005 and legally described Abstract 121 Hall & Jones Survey Lot 7 (7-1), Sand N Sea, in the City and County of Galveston, Texas.

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

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

SECTION 2. The zoning classification of the property commonly known Abstract 121 Hall & Jones Survey Lot 7 (7-1), Sand N Sea, in the City and County of Galveston, Texas is hereby changed from Residential, Single Family (R-1) Zoning District to Commercial (C) Zoning District.

SECTION 3. It is declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable. If any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by a final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

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

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

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

APPROVED AS TO FORM:

DONNA M. FAIRWEATHER
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its regular meeting held on June 21, 2018, as the same appears in records of this office.

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

Secretary for the City Council
Of the City of Galveston

18P-024

STAFF REPORT

ADDRESS:

22222 FM 3005

LEGAL DESCRIPTION:

Property is legally described as Lot 7 (7-1)
Sand N Sea, in the City and County of
Galveston, Texas

APPLICANT/REPRESENTATIVE:

Rakesh Kumar Jain

PROPERTY OWNER:

Same

ZONING:

Residential, Single Family (R-1)

REQUEST:

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

APPLICABLE ZONING LAND USE

Retail-Commercial

STAFF RECOMMENDATION:

Approval

EXHIBITS:

- A – Zoning Map with Notification Area
- B – Applicant's Narrative
- C – Survey
- D – Zoning Comparison
- E – 1991 Zoning Map and Standards

STAFF:

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

Public Notice and Comment:

Sent	Returned	In Favor	Opposed	No Comment
20	3	2	1	0

City Department Notification Responses:

No Objections



Executive Summary

The applicant is requesting a change of zoning from Residential, Single Family (R-1) to Commercial (C) zoning district. The applicant wishes to upgrade the signage at the existing business, but cannot due to signage regulations in Residential, Single-Family (R-1) zoning.

The subject site currently contains a convenience store, fuel pumps and canopy, and parking lot. The existing convenience store building was built in the 1970s, and the applicant has owned and operated the convenience store since 1994.

Interpretation of Use Classification

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

Compatibility with Surrounding Land Use and Zoning

The subject property and all surrounding properties are zoned Residential, Single-Family (R-1). Staff notes that the subject site is a known discrepancy between existing land use and current zoning maps.

Zoning and Land Use Chart

Prior to the adoption of the current Land Development Regulations and zoning map in 2015 and under the previous 1991 zoning standards, the subject tract was zoned Planned Development District (PD). This zoning allowed for a wide variety of land uses, including "Convenience Store" and "Gasoline Service Station" as permitted land uses (see Attachment E).

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

Conformance

Staff finds the change of zoning has little potential to negatively impact the surrounding residential land uses by expanding the Commercial (C) zoning district into the neighborhood. The Sea Isle subdivision to the east and south was developed around 2006, and the Isla del Sol subdivision to the west was developed around 2003 according to Galveston County Clerk records. Previously, the current land use was allowed in the PD zoning district as "Convenience Store" and "Gasoline Service Station". The property has contained a commercial land use for several decades, since the 1970s, and most likely, any negative impacts this may have on the surrounding residential areas has already occurred.

Criteria for Approval

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

1. The proposed zoning is preferable to the existing zoning in terms of its likelihood of advancing the goals, objectives and policies of the City's 2011 Comprehensive Plan and other adopted neighborhood plan, special area plan, redevelopment plan, or other plan applicable to the area;
2. The proposed zoning is consistent with the future land use map of the 2011 Comprehensive Plan (a future land use map amendment may be processed concurrently with the rezoning);

3. The proposed change is consistent with the implementation of existing or pending plans for providing streets, water and wastewater, other utilities and the delivery of public services to the area in which the parcel proposed for rezoning is located;
4. The range of uses and the character of development that is allowed by the proposed zone will be compatible with the properties in the immediate vicinity of the parcel proposed for rezoning, and the parcel proposed for rezoning has sufficient dimensions to accommodate reasonable development that complies with the requirements of these Land Development Regulations, including parking and buffering requirements; and
5. The pace of development and/or the amount of vacant land currently zoned for comparable development in the vicinity suggests a need for the proposed rezoning in order to ensure an appropriate inventory of land to maintain a competitive land market that promotes economic development.

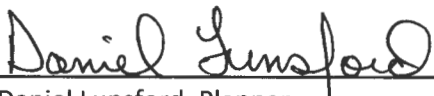
Staff Recommendation

The subject site has served in its current capacity as a commercial-retail land use since the 1970s. Since then, two residential subdivisions have developed around the land use without noticeable detrimental effect. In addition, the discrepancy between land use and the City of Galveston's current zoning map is a discrepancy known to staff. Because of these reasons, staff recommends approval of the request.

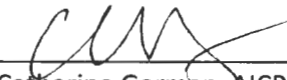
City Council

At their regular meeting of June 6, 2018, Planning Commission recommended approval of the request by a vote of seven (7) for, zero (0) against; however, City Council has the final authority.

Respectfully submitted,


Daniel Lunsford, Planner

06/12/18
Date


Catherine Gorman, AICP
Assistant Director

6-12-18
Date



City of Galveston

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

June 21, 2018

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

From: Michael W. Loftin, Finance Director

RE: Consider for action an ordinance of the City of Galveston, Texas, adopting the homestead, elderly, and disabled ad valorem tax exemptions for tax year 2018, pursuant to Chapter 33, Section 33-24 of the Code of the City of Galveston 1982, as amended; making various findings and provisions related to the subject.

I. Background

- A. The State Property Tax Code provides for exemptions for homeowner-occupants who occupy their property as their primary residence. Cities in Texas are given the local option to adopt and maintain certain of these exemptions.
- B. Each year, cities that wish to change their exemptions for that tax year are required to adopt changes by June 30 and notify the local county appraisal district and tax assessor-collector of any change made.

II. Current Situation

- A. The City of Galveston currently has the following property tax exemptions in place for homeowners. The exemptions overlap. After qualifying for the basic homestead exemption, a homeowner can then qualify for the over 65, disabled or veteran's exemption. After receiving the over 65 exemption for the first time (not homeowners qualify at age 65), the homeowner can then qualify in the following year for the over 65 tax freeze.
- B. Exemptions themselves apply to assessed value as established by the Galveston County Appraisal District reducing the amount of value that can be taxed to "taxable value." The over 65 and disabled tax freezes apply to the actual amount of taxes paid each year subsequent to the original granting of the over 65 or disabled exemption.
- C. The chart on the next page summarizes the City of Galveston's current exemptions which provide an estimated total of \$3.7 million in tax relief based on the 2018 preliminary tax roll. The city has the option to:
 - 1. Reduce the homestead exemption percent (it cannot be increased) and/or set a different higher minimum amount of assessed value exempted from taxation.
 - 2. Increase the over 65 exemption from \$15,000 to a higher amount;
 - 3. Increase the disabled exemption from \$10,000 to a higher amount;
 - 4. Increase the veteran's exemption from \$10,000 to a higher amount; and/or
 - 5. Lift the over 65 and disabled tax freezes.





City of Galveston

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

Description	Tax Exemption Basis	Tax Exemption Description	Number of Exemptions from Tax Year 2018 Preliminary Roll	Value Exempted from Tax Year 2018 Preliminary Roll	Estimated Tax Break at \$0.561 Rate	Estimated Tax Break per Exemption
Homestead	20% of Assessed Value or minimum of \$5,000 of Assessed Value	COG at max for % but not minimum amount.	9,409	\$378,335,018	\$2,122,459	\$226
Over 65 Exemption	\$15,000 off Assessed Value	COG at minimum; can be increased	4,447	\$65,733,703	\$368,766	\$83
Disabled Exemption	\$10,000 off Assessed Value	COG at minimum; can be increased	466	\$4,383,260	\$24,590	\$53
Veteran's Exemption	\$5,000 (10%-30%), \$7,500 (30%-50%), \$10,000 (50%-70%), or \$12,000 (70% and over) off Assessed Value based on Disability Rating percentages noted above	COG at what's allowed by State law; no local option to increase exempted amounts	186	\$1,988,590	\$11,156	\$60
Veteran's Exemption	100% Exempt	State Mandated	80	\$14,237,452	\$79,872	\$998
Over 65 Freeze	N/A	Taxes paid frozen at amount paid at age 65	4,072	\$186,983,058	\$983,531	\$242
Disabled Freeze	N/A	Taxes paid frozen at amount paid once disabled	449	\$14,529,751	\$76,426	\$170
			19,109	\$666,190,832	\$3,666,801	\$192

III. Issues

1. Cost – No additional administrative cost to the city is incurred if exemptions are changed, but every change in an exemption has a direct revenue impact (see chart above).
2. Timing – Approval of changes is required prior to June 30 for the current tax year.
3. Impact or ramifications – Revenue losses impact the City's ability to provide services.
4. Term – Exemptions addressed by the ordinance will apply to tax year 2018 for which bills will be mailed this fall.

IV. Alternatives in order of priority

- A. City approves no change in current exemptions.
- B. City approves selected changes to exemptions as determined by Mayor and City Council.

V. Recommendation

Concur in Alternative A and approve the ordinance without amendment.



ORDINANCE NO. 18-XXX

An Ordinance Of The City Of Galveston, Texas, Adopting The Homestead, Elderly, And Disabled Ad Valorem Tax Exemptions For Tax Year 2018, Pursuant To Chapter 33, Section 33-24 Of “The Code Of The City Of Galveston 1982, As Amended”; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date.

WHEREAS, “The City Code” provides that a family or single adult is entitled to an exemption from taxation by the City of twenty percent (20%) of the appraised value of his or her residence homestead, as defined in Section 11.13 of the Texas Tax Code; and

WHEREAS, “The City Code” provides that in addition to the residential exemption, a person who is sixty-five (65) years of age or older is entitled to an exemption from taxation by the City of fifteen thousand dollars (\$15,000.00) of the appraised value of his or her residence homestead, as defined and limited in the Texas Tax Code; and

WHEREAS, “The City Code” further provides that a person who is disabled is entitled to an exemption from taxation by the City of ten thousand dollars (\$10,000.00) of appraised value of his or her residence homestead, as defined and limited in the Texas Tax Code; and

WHEREAS, an individual who is eligible both for the elderly exemption and the disability exemption may not receive both exemptions but may choose either, and

WHEREAS, the estimated total tax value of those combined exemptions is \$3.7 million based on last year’s (2018) tax rate of \$0.561000 cents per \$100 of valuation and this year’s (2018) approximate initial exemption total of \$666 million for those exemption categories; and

WHEREAS, the City Council deems it in the public interest to renew the ad valorem tax exemptions for Tax Year 2018 by the state’s deadline of June 30th.

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

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

SECTION 2. The City Council hereby renews the ad valorem tax exemptions for Tax Year 2017 pursuant to Section 33-24, “Homestead exemption; disabled; elderly” of “The Code of the City of Galveston 1982, as amended.”

SECTION 3. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final

judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

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

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

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

APPROVED AS TO FORM:

DONALD GLYWASKY
CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its Regular Meeting held on the 21st day of June 2018, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this 21st day of June 2018.

Secretary for the City Council
of the City of Galveston

ORDINANCE NO. 18-__

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING CHAPTER 33, "TAXATION" OF "THE CODE OF THE CITY OF GALVESTON 1982, AS AMENDED" BY AMENDING THE REGULATIONS OF APPOINTMENTS OF THE ARTS AND HISTORICAL PRESERVATION ADVISORY BOARD; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 33-95 of the Galveston City Code created the Arts and Historical Preservation Advisory Board which oversees and manages the Arts and Historic Distribution of HOT funds to applicant organizations; and,

WHEREAS, City Council, at its April 2018 meeting, made changes to who may be appointed to the Arts and Historic Board, to include the provision that the at-large appointees could not be a board member or committee member of the Galveston Chamber of Commerce or the Hotel/Motel Association; and,

WHEREAS, the City has received feedback that this provision unnecessarily excludes too many applicants from the Galveston Chamber of Commerce and Hotel/Motel Association; and,

WHEREAS, after due consideration, the City Council of the City of Galveston, Texas, finds it in the best interest of the public to amend Section 33-95 of the Code regarding who may be appointed to the Arts and Historic Preservation Board.

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

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

SECTION 2. Section 33-95, "Advisory Board" is hereby amended to read and provide as follows:

Sec. 33-95. – Advisory Board.

(a) There is hereby created a board known as the arts and historical preservation advisory board which shall consist of seven (7) persons selected and appointed by the city council for overlapping terms of three (3) years, commencing November 1, of each year, as follows:

Three (3) board members shall be citizens-at-large (positions 1, 2, and 3) and these at-large appointments shall not be board members ~~or committee members~~ of the Chamber of Commerce or the Hotel/Motel Association; three (3) board

members shall be nominated by the Hotel/Motel Association (Positions 4, 5, and 6); one (1) board member shall be nominated by the chamber of commerce (position 7); and one board member shall be an ex-officio, nonvoting member, who may be a city council representative or a member of city staff (position 8).

SECTION 3. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

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

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

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

APPROVED AS TO FORM:

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 21st day of June, 2018, as the same appears in records of this office.

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

Secretary for the City Council
of the City of Galveston



Galveston Police Department

OFFICE OF THE CHIEF STAFF REPORT JUNE 13, 2018

TO: Brian Maxwell, City Manager

RE: Consider for Approval an Ordinance reallocating two (2) sworn Police Officer positions in order to increase the number of Sergeant positions from 25 to 27.

I. Background

- A. At its peak the Galveston Police Department was staffed with 35 Sergeants.
- B. In the aftermath of the recession and Hurricane Ike, the Galveston Police Department was required to reduce its authorized strength from 166 to 129 and its authorized Sergeant positions from 33 to 25.
- C. Prior to 2017, the agency operated on three shifts but changed to 12-hour shifts, requiring the addition of a fourth shift, further diluting the number of sergeants on each watch.
- D. The A-shift has operated with only 3 sergeants since inception of the 12-hour shift, making it difficult for the assigned sergeant to take vacation and other discretionary leave, while still providing sufficient supervision without the use of overtime. All other shifts are assigned 4 Sergeants.

II. Current Situation

- A. As of January 2018, the authorized strength of the Galveston Police Department has increased to 167. However, no additional supervisors were included with the addition of Police Officer positions.
- B. The Galveston Police Department is currently relying on "Acting Sergeants" due to FMLA, Military Leave, and Injury in addition to the shortage.
- C. The COPS Grant also included a provision to start a "street-crimes" unit which will also require a sergeant.
- D. Grant monitoring and reporting responsibilities were decentralized and placed back on the individual City Departments to monitor.
- E. February 9, 2018 – Chief Vernon Hale was sworn in as the new Chief of Police and has begun a reorganization of positions in order to enhance efficiency and accommodate the new unit.
- F. Authorized Sergeant positions need to increase from 25 to 27 (2 positions) with no change to authorized strength at this time.

III. Benefits

- A. Patrol A-shift will gain a Sergeant and will have a more balanced span of control to supervise police officers.
- B. An additional Sergeant will replace the Lieutenant in the Office of Professional Standards to investigate internal and external complaints against officers.
- C. A Compliance Sergeant will be assigned to the Support Services Bureau to monitor grant compliance, research and initiate new grant opportunities, and coordinate Body Worn Camera auditing and compliance and support the Bureau Commander in his absence.





Galveston Police Department

OFFICE OF THE CHIEF
STAFF REPORT
JUNE 13, 2018

IV. Alternatives in Order of Priority

A. Award reallocation of 2 Police Officer Positions to Sergeant Positions.

- i. Cost – \$14,400 per year (\$7,200 Annual Salary Change Per Sergeant)
- ii. Timing – N/A
- iii. Departmental Improvements – Enhanced oversight and accountability of Departmental Employees

B. Deny the Request

- i. Cost – \$0.00
- ii. Timing – N/A
- iii. Departmental Improvements – None

V. Recommendation

Concur in *Alternative A*, and grant approval of the reallocation of two (2) Police Officer Positions to Sergeant Positions. The approval will allow an increase in the number of Sergeant Positions from 25 to 27 for the current authorized strength of 167.

VI. Fiscal Impact Report

Requested by Galveston Police Department
 Chief V. L. Hale, III

Funding Source Police Department Salary

Respectfully Submitted,

V. L. Hale, III
Chief of Police

Approved,

Brian Maxwell
City Manager



ORDINANCE NO. 18-_____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, SPECIFYING THE NUMBER OF CLASSIFIED CIVIL SERVICE POLICE DEPARTMENT PERSONNEL POSITIONS AT 163; REALLOCATING TWO (2) POLICE OFFICER POSITIONS TO INCREASE THE NUMBER OF SERGEANT POSITIONS FROM 25 TO 27; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND PROVIDING FOR AN EFFECTIVE DATE OF JUNE 21, 2018.

WHEREAS, while the City continues to maintain a high standard of Police Operations, it has also sought opportunities for enhanced oversight and accountability; and

WHEREAS, in January 2018, the City Council approved an increase to the number of Police Officer positions by five (5) so that grant funds could be used in accordance with the terms of the COPS Hiring Program; and

WHEREAS, while the number of Police Officer positions increased, the number of Sergeants remained the same; and

WHEREAS, by reallocating two (2) Police Officer positions to increase the number of Sergeant positions from twenty-five (25) to twenty-seven (27), there will be more efficient law enforcement services within the City of Galveston's limits and its extraterritorial jurisdiction; and

WHEREAS, the City Council of the City of Galveston does hereby find it in the best interest of the public to reallocate the positions as set forth above which authorizes the classified Civil Service Police Department Personnel of 163 positions to include 6 Lieutenants, 27 Sergeants, and 130 Police Officers, effective June 21, 2018.

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

SECTION 1. INCORPORATION OF RECITALS. The findings and recitals set out in the preamble to this Ordinance are found to be true and correct and they are adopted by the City Council and incorporated as part of this ordinance for all purposes.

SECTION 2. PURPOSE. As of June 21, 2018, the Police Department is authorized to and shall have the following classifications and number of positions in each such classification:

<u>CLASSIFICATION</u>	<u>NUMBER OF POSITIONS</u>
Lieutenant	6
Sergeant	27
Police Officer	130
TOTAL	163

SECTION 3. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity, shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance.

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

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

SECTION 6. EFFECTIVE DATE. This Ordinance shall be and become effective on June 21, 2018, after its adoption and publication in accordance with the provisions of the Charter of the City of Galveston.

APPROVED AS TO FORM:

CITY ATTORNEY'S OFFICE

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 21st day of June, 2018, as the same appears in records of this office.

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

Secretary for the City Council
of the City of Galveston



City of Galveston

FINANCE DEPARTMENT STAFF REPORT

June 8, 2018

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

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

RE: Consider approval of an award for a three year contract, with two optional one-year renewals, for Bid 18-14 Uniform Rental Services to Unifirst Corporation. Authorizing the City Manager to execute the contracts upon final approval by the City Attorney.

Background:

In 2015, the City of Galveston advertised solicitations for uniform rental and cleaning services. The solicitation was awarded to Unifirst Corporation for a term of 3 years. The contract for the previous solicitation is scheduled to expire on July 11, 2018.

In order to obtain the best value, the City advertised for sealed proposals for uniform rental, and purchase services, on April 11, 2018, RFP 18-14. Sealed proposal were due and opened by the City on May 9, 2018 at 10:00am. Unifirst Corporation was the only responsive vendor and met the specifications.

A committee from several departments, Public Works, Airport, and Purchasing, met to discuss the responsive solicitation. The committee evaluated the offeror's qualifications, experience, references, performance history, and cost for services submitted by the vendor.

Staff recommends that City Council award Unifirst Corporation the contract.

Currently:

The City of Galveston needs uniform services for all City Departments. The current uniform services contract is scheduled to expire on July 11, 2018.





City of Galveston

FINANCE DEPARTMENT STAFF REPORT

Alternatives:

Approve a three year contract, with two optional one-year renewals, to Unifirst Corporation.

Do not approve and direct staff to proceed with another Request for Proposal.

Issues:

Cost – estimated annual spending city-wide is \$200,000

Timing – as soon as possible

Term – three years with optional two one-year renewal

Recommendation:

Approve authorizing the City Manager to execute contracts Unifirst Corporation for RFP #18-14 Uniform Rental Services

Fiscal Impact Report:

Requested by:

Michael W. Loftin
Assistant City Manager Finance
Various City Accounts

Funding Source:



CONTRACT FOR SUPPLY OF COMMODITIES

Uniform Rental & Purchases

This Contract (the "Contract") is made and entered into this _____ day of June, 2018, by and between the City of Galveston (the "City"), a Texas home-rule municipality, and UniFirst Corporation, a Corporation, located at 68 Jonspin, Wilmington, Massachusetts 01887. By entering into this Agreement, Company agrees that City is entering into this agreement in its governmental capacity, and not a proprietary one.

WHEREAS, the City of Galveston desires to obtain commodity supply services in connection with Uniform Rental & Purchase Services within the City of Galveston ("City") and UniFirst Corporation ("Company") desires to provide such services; and

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein, and that documents, attached and incorporated for all purposes; Exhibit A identified as the proposal from Company for the following services:

Uniform Rental & Purchases

RFP 18-14

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

1. **SCOPE OF SERVICES**: Company will provide supplies and services (the "Work") to the City in connection with the Project, such Work more specifically described in Exhibit A, attached and fully incorporated for all intents and purposes.
2. **STANDARD OF CARE**: The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
3. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.
4. **CHANGES**: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
5. **TERM**: Contract shall be effective for thirty-six (36) months upon execution by the City of Galveston. The City will have the option to extend the contract for up to two (2) additional years, in one (1) year intervals. To exercise this option, the City shall serve notice thirty (30) days prior to contract termination, or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard or acceptable to the City
6. **DELIVERY TIME OF COMMODITIES**: Supplies shall be delivered to, and if necessary installed, by Company at the request of City within 24 hours of said request. It is expressly understood and agreed, by and between Company and the City, that the time for the completion of the work described is a reasonable time for the completion of the same, taking into consideration the average climatic change and conditions and usual industrial conditions prevailing in this locality.

7. ACCESS TO INFORMATION: It is agreed that all information, data, reports and records and maps as are existing, available, and necessary for the carrying out of the work shall be furnished to Company by the City and its agencies. The City and its agencies will cooperate with Company in every way possible to facilitate the performance of the work described in the contract.

8. SCHEDULE AND DELIVERABLES: Company will perform the Work in accordance with the schedules/timetables described in greater detail in the attached Exhibit A. All of Company's reports and data will be submitted to the City in electronic format, using Microsoft Word, Excel, Access, and/or other computer software applications, as specified in Exhibit A. There is no minimum amount of commodities to be supplied for this contract. City is only responsible for commodities supplied by Company, at the rate described in greater detail in the attached Exhibit A.

9. APPROPRIATIONS: The obligations of the City to make payment under this Contract are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.

10. FINAL COMPLETION AND ACCEPTANCE: Within thirty one (31) days after the Company has given the City's Representative written notice that the work has been completed, or substantially completed, the City's Representative and the City shall inspect the work. If the work is found completed or substantially completed in accordance with the contract documents the City's Representative shall issue to the City and Company a certificate of completion. The work shall not be considered "completed" until such time as the certificate has been issued.

Substantial Compliance will be defined as the stage in the progress of the Work where the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work for its intended use.

14. COMPENSATION: The City shall compensate Company at a price per unit supplied to the City. Such prices are detailed in Exhibit A. City shall compensate Company only for units supplied to the City. Company will furnish an invoice to the City detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at 68 Jonspin, Wilmington, Massachusetts 01887. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

15. DEFECTS AND THEIR REMEDIES: It is further agreed that if any part of the work or any material brought on the site for use in the work, is deemed by the City or City's Representative as unsuitable or not in conformity with plans, specifications, and contract documents, the Company shall, after receipt of written notice from the City's Representative, immediately remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract. It is further agreed that any remedial action shall be at Company's expense. No final payment shall be made to Company until that remedial action takes place.

16. INSURANCE REQUIREMENTS: Company shall provide all required City of Galveston certificates of coverage and all renewals throughout the duration of the Project. For each policy except Workers' Compensation protection, Company shall provide that the policy require the insurance carrier to notify the City a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are listed below. Company is responsible for ensuring all required insurance policies are valid for the duration of the contract.

Required Insurance: The required insurance must be maintained throughout the duration of the work under this contract.

- a. Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:

\$2,000,000 general liability (includes products and personal, etc.)

\$1,000,000 fire damage

\$1,000,000 automobile damage

\$500,000 workers compensation employers' liability

Statutory limits for workers compensation

Insurance coverage shall be on an "**occurrence basis**".

17. TERMINATION: This Contract shall terminate upon the expiration of one year from the date of execution of this Contract. This Contract may be terminated prior to completion of the Work by either party upon 30 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, City shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination, and Company shall turn over to the City all documents, information, and Work produced to said date relating to the Project. Notwithstanding the above, Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Company or its subordinates and the City may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due the City from Company is determined.

The City may terminate this contract at any time by giving at least ten (10) days' notice in writing to Company. If the contract is terminated by the City as provided herein, Company will be paid for the time provided and expenses incurred up to the termination date.

18. FORCE MAJEURE: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

19. INDEMNIFICATION. **FOR CONSIDERATION RECEIVED**, Company shall, to the extent allowable, indemnify, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the city. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall

assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

20. REPORTS AND INFORMATION: Company, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

21. INDEPENDENT CONTRACTORS: The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

22. SUBCONTRACTOR: The term "Subcontractor", includes only those having a direct contract with the Company for performance of work on the project contemplated by these documents. Company shall submit the names and addresses of all proposed subcontractors to the City. Subcontractors may be disqualified by City for the same reason that a Contractor may be disqualified. City shall have no responsibility to any Subcontractor employed by Company for performance of work on the project contemplated by these contract documents, but Subcontractors will look exclusively to Company for any payments due to the Subcontractor.

23. PERMITS: Company shall obtain all necessary permits for completing the project at no costs to the City. All permits shall be visibly posted on the project site. All permits associated with the project shall be sole responsibility of Company.

24. ADJACENT STRUCTURES: Adjacent structures damaged by Company's work on the project must be satisfactorily restored to the City and to the owner of the adjacent structure at Company's cost and at no expense to the City.

25. PROTECTION OF PERSONS AND PROPERTY: Company is responsible for providing protection of persons and property, including safe working conditions throughout the progress of the project.

26. SANITATION: Necessary sanitary conveniences for the use of laborers on the work site, properly screened from public observation, shall be provided, constructed and maintained by the Company in such manner and at such points as shall be approved by the City's Representative. Company shall strictly enforce use of sanitary conveniences. The Company shall at all times keep the premises free from accumulations of debris and at the completion of the work, shall remove all such debris and all tools, scaffolding and surplus materials and shall leave the worksite clean. The work shall be left in good order and condition. In case of dispute or should Company fail to clean the premises, City may remove the debris and charge the cost to the Company.

27. ASSIGNMENT: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

28. CONSTRUCTION: In the event that any provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, and the remaining provisions shall be affected thereby to the least extent possible.

29. NO WAIVER: The failure of any party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Contract.

30. ENTIRE AGREEMENT: This Contract incorporates all provisions of the attached proposal for Uniform Rental and Purchases within the City of Galveston, Texas in Exhibit A and constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.

31. SEVERABILITY CLAUSE: The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

32. ATTORNEY'S FEES: In the event there is a dispute concerning this Contract, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

33. APPLICABLE LAW, VENUE, AND JURISDICTION: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work. By entering into this Contract, Company acknowledges that City is entering into this contract in its governmental capacity, and not a proprietary capacity.

34. COPYRIGHT: No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of Company.

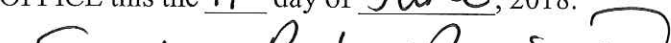
35. NOTICES: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Suite 203
P. O. Box 779
Galveston, Texas 77553

UniFirst Corporation
68 Jonspin
Wilmington, MA 01887

[SIGNATURES FOLLOW ON NEXT PAGE]
[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

ON FILE this the 17 day of June, 2018.


Notary Public in and for
The State of Texas



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
09/29/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Massachusetts, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME:	
	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
INSURED UniFirst Corporation and its Subsidiaries 68 Jonspin Road Wilmington, MA 018871086	E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Company	NAIC # 22667
	INSURER B: Indemnity Insurance Company of North Ameri	NAIC # 43575
	INSURER C: Agri General Insurance Company	NAIC # 42757
	INSURER D: ACE Fire Underwriters Insurance Company	NAIC # 20702
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** W3853151**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY	Y	Y	HDOG2787146A	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 1,000,000	
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
							MED EXP (Any one person) \$ 5,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000	
	☐ POLICY ☐ PRO-JECT ☒ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000	
	OTHER:						\$	
A	☒ AUTOMOBILE LIABILITY	Y	Y	ISAH09063675	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000	
	☐ ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$	
	☐ HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$	
	☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$	
							\$	
	☐ UMBRELLA LIAB						EACH OCCURRENCE \$	
	☐ EXCESS LIAB						AGGREGATE \$	
	☐ DED ☐ RETENTION \$						\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	Y	WLRC64619329 (AOS)	10/01/2017	10/01/2018	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
								E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Workers Compensation and Employers Liability	Y		WLRC64619317 (AZ, CA)	10/01/2017	10/01/2018	EL Each Accident \$1,000,000	
	Per Statute						EL Disease - Limit \$1,000,000	
							EL Disease - Each Emp \$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Division/Location: 814

Certificate Holder is an Additional Insured for General Liability and Auto Liability as their interest may appear if required by written contract but only with respect to liability arising out of operations of the Named Insured.
SEE ATTACHED

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Massachusetts, Inc.		NAMED INSURED UniFirst Corporation and its Subsidiaries 68 Jonspin Road Wilmington, MA 018871086	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

It is understood and agreed that the Company waives its right of subrogation against the Additional Insured which may arise by reason of a payment of claim under all the policies, if required by written contract and as permitted by law.

Additional Insured: Romco Inc./ Romco Equipment Co.

INSURER AFFORDING COVERAGE: ACE American Insurance Company

NAIC#: 22667

POLICY NUMBER: WCUC64619354 (MA, ME, OH) EFF DATE: 10/01/2017 EXP DATE: 10/01/2018

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation and	EL Each Accident	\$1,000,000
Employers Liability	EL Disease - Limit	\$1,000,000
Per Statute	EL Disease - Each Emp	\$1,000,000

INSURER AFFORDING COVERAGE: Agri General Insurance Company

NAIC#: 42757

POLICY NUMBER: WLRC64619330 (TN) EFF DATE: 10/01/2017 EXP DATE: 10/01/2018

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation and	EL Each Accident	\$1,000,000
Employers Liability	EL Disease - Limit	\$1,000,000
Per Statute	EL Disease - Each Emp	\$1,000,000

INSURER AFFORDING COVERAGE: ACE Fire Underwriters Insurance Company

NAIC#: 20702

POLICY NUMBER: SCFC64619342 (WI) EFF DATE: 10/01/2017 EXP DATE: 10/01/2018

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation and	EL Each Accident	\$1,000,000
Employers Liability	EL Disease - Limit	\$1,000,000
Per Statute	EL Disease - Each Emp	\$1,000,000

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2018-366668

Date Filed:
06/11/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

UniFirst
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Galveston

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP 18-14
Uniform rental and facility services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Robert Shumway, and my date of birth is 11/22/82.

My address is 918 Memorial Heights Dr. Houston TX 77007 US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of TX, on the 11 day of June, 20 18.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

Appendix A – Proposal Document

Submittal Checklist: (To determine validity of Proposal)

- ____ Appendix A (pages _9_ through _18_) must be included in the Proposal submittal.
 ____ Appendix B – G (pages _20_ through _25_) all forms must be complete and included in the submittal.
 ____ Appendix J (pages _29_ through _60_) must be included in the Proposal submittal.

All Proposals submitted to the City of Galveston shall include this page with the submitted Proposal.			
RFP Number:	18-14		
Project Title:	Uniform Rental Service		
Submittal Deadline:	Wednesday, May 9, 2018 @ 10:00 a.m. CST		
Submit in person: City of Galveston Purchasing Dept., 823 Rosenberg St., Room 306, Galveston, Texas 77550 or by mail: City of Galveston Purchasing Dept., PO Box 799, Galveston, Texas 77553			
<u>Proposer Information:</u>			
Proposer's Legal Name:	UniFirst		
Address:	9019 Railwood Dr.		
City, State & Zip	Houston, TX 77078		
Federal Employers Identification Number #	74 2861951		
Phone Number:	713-635-1100	Fax Number:	713-635-2747
E-Mail Address:	robert_shumway@unifirst.com		
<u>Proposer Authorization</u>			
I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Proposer.			
Printed Name and Position of Authorized Representative: Robert Shumway			
Signature of Authorized Representative: 			
Signed this <u>7th</u> (day) of <u>May</u> (month), <u>2018</u> (year)			

I learned of this Request for Proposal by the following means:

- | | |
|--|--|
| ☐ Newspaper Advertisement | ☒ City E-mail Notification |
| ☐ Galveston Website | ☐ Cold Call to City |
| ☐ Mailed Me a Copy | ☐ Other |



Appendix A – Proposal Document (continued)

I. **REQUIRED PROPOSAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION**

1. **Proposed Products and/or Services**

- A. Product or Service Description: Proposers should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix J. Promotional literature, brochures, or other technical information may be used.
- B. Material Safety Data Sheets (MSDS): If applicable, the successful Proposer shall provide the City with applicable MSDS documentation as required by applicable laws and regulations.
- C. Guarantees and Warranties: Each Proposer shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Proposer with the Bid submitted.
- D. Project Schedule/Delivery Date: Proposer must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the RFP. The Proposal Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.
- E. Certain Construction and Installation Projects: Texas Government Code 2252 – Subchapter F – Section 2252.201, 2252.202, and 2252.203. A contract between the vendor and the City of Galveston must comply with the statutes above regarding the purchase of iron or steel products. Any iron or steel product produced through a manufacturing process and used in a project shall be produced in the United States. By signing Appendix A, vendor attests that the material provided is manufactured in the United States. A contract found non-compliant is subject to immediate termination by the City of Galveston.

2. **Cost of Proposed Products and/or Services**

- A. Pricing: Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Schedule of Pricing: Proposer shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format:

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
			\$	\$
			\$	\$
			\$	\$
			\$	\$
		TOTAL ALL LINE ITEMS	\$	\$

3. **Term of Contract and Option to Extend:**

Any contract resulting from this RFP shall be effective for thirty-six (36) months upon execution by the City of Galveston. The City anticipates that contract shall be renewed pursuant to the



availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

- A. Option Clause: It is agreed that City will have the option to extend the contract for up to two (2) additional years, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
- B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

Vendors shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

- C. Price Increases Upon Extension: If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be one percent (1%) per year. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor's rates. City cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation. The escalation time frame will be determined by the City's Fiscal Year which begins in October and ends the following September. (example: FY 2017 October 1, 2016 – September 30, 2017)

FIRST ADDITIONAL YEAR (FY 2021) ESCALATION 0 %

SECOND ADDITIONAL YEAR (FY 2022) ESCALATION..... 0 %

4. **Proposer's Experience / Staff**

- A. Project Team: Identify all members of the Proposer's team (including both team members and management) who will be providing any services proposed and include information which details their experience.
- B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.
- C. Business Establishment: State the number of years the Proposer's business has been established and operating. If Proposer's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;



Project Team

Route Sales Representative

David Salinas

23 years total with UniFirst

RSR Service Certification Program Certified

713-635-1100

Customer Service Representative

Charlotte Powell

3 years tenure with UniFirst

CSR Service Certification Program certified

Charlotte_powell@unifirst.com

District Service Manager

Guillermo Alejandro

5 years tenure with UniFirst

RSR and DSM Service Certification Program certified

Guillermo_alejandro@unifirst.com

Service Manager

Robert Shumway

7 years tenure with UniFirst

RSR and DSM Service Certified, Sales Certified

Robert_shumway@unifirst.com

General Manager

Andrew Althaus

15 years tenure with UniFirst

RSR and DSM Service Certified, Sales Certified

Andrew_althaus@unifirst.com



State the number of years' experience the business has: 82; and the number of employees: 80.

- D. Project Related Experience: All Bids must include detailed information that details the Proposer's experience and expertise in providing the requested services that demonstrates the Proposer's ability to logically plan and complete the requested project.

5. References

Proposer shall provide four (4) references where Proposer has performed similar to or the same types of services as described herein. Proposer shall provide references not affiliated with the City of Galveston, or any of its employees.

Reference #1:

Client / Company Name: City of La Marque City of Texas City	
Contact Name: Vanesha Henderson	Contact Title: Public Service Administrator
Phone: 409-938-9280	Email: v.henderson@cityoflamarque.org
Date and Scope of Services Provided: Uniform rental services 1/10/13 to current	

Reference #2:

Client / Company Name: City of Texas City	
Contact Name: Debbie (Deborah) Gurka	Contact Title: Purchasing
Phone: 409-643-5950	Email: dgurka@texas_city-tx.org
Date and Scope of Services Provided: Mats, mops, uniforms, and shop towels. 3/15/13 to current	

Reference #3:

Client / Company Name: City of Mont Belvieu	
Contact Name: Steve Floyd	Contact Title: Public Works Director
Phone: 281-576-6147	Email: sfloyd@montbelvieu.net
Date and Scope of Services Provided: Uniform rental service 7/19/13 to current	

Reference #4:

Client / Company Name: City of League City	
Contact Name: Jody Hooks	Contact Title: Director of Public Works
Phone: 281-554-1321	Email: jody.hooks@leaguecitytx.gov
Date and Scope of Services Provided: Uniforms, mats, shop towels, terry towels. 5/2/17 to current and were also our customer previously for years.	

6. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This proposal ___ (does) X (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

7. Federal, State and/or Local Identification Information

- A. Centralized Master Bidders List registration number: _____.
- B. Prime contractor HUB / MWBE registration number: _____.
- C. An individual Proposer acting as a sole proprietor must also enter the Proposer's Social Security Number: # _____-_____-_____.

8. Emergency Business Services Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **purchasing@galvestontx.gov**.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Galveston procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: UniFirst

Contract #: RFP 18-14

Description: Uniform and towel rental

Primary Contact (Name): Robert Shumway

Primary Contact Phone Numbers: Home: 713-635-1100 Cell: 832-574-3606

Secondary Contact (Name): Andrew Althaus

Secondary Contact Phone Numbers: Home: 713-635-1100 Cell: 979-575-0350

After Hours emergency opening fee, if applicable: \$ No additional emergency opening fee



9. **Cooperative Governmental Purchasing Notice**

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this RFP from the successful Proposer. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Proposer and be responsible for ensuring full compliance with the RFP specifications. Prior to other governmental entities placing orders, the City will notify the successful Proposer of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

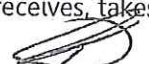
☒ **Yes, Others can purchase purchase.**

☐ **No, Only the City can**

II. ***CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:***

1. **Delivery of Products and/or Services**

- A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: accountspayable@galvestontx.gov. See Appendix I for ACH Payment Information, if you elect to receive your payments according to Appendix I, fill out the form and return with your documents.
- B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.
- D. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Proposer. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Proposer at no additional cost to the City.
- E. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes



14 | Page

possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

- F. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.
- G. Liquidated Damages: The parties agree that, if the Project is not completed within the time specified plus any extensions of time allowed pursuant thereto, the actual damages sustained by the Owner because of any such delay will be uncertain and difficult of ascertainment, and that the reasonable foreseeable value of the use of said project by the Owner would be the sum of \$250.00 per calendar day. The Contractor therefore agrees to pay, and the Owner agrees to accept, as liquidated damages and not as a penalty, the sum of \$250.00 per calendar pay for each day's delay in fully completing said project beyond the time specified in the Contract and any extensions of such time allowed there under.
- H. Change Orders: per Texas Local Government Code Sec. 252.048. CHANGE ORDERS. (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.
 - (b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.
 - (c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.
 - (c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of \$100,000 or less, or a lesser amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.
 - (d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

2. Miscellaneous

- A. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer-employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.



- B. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Purchasing Supervisor. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Liens: Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. Gratuities / Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- E. Financial Participation: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Proposer certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.
- H. Authority to Enter Contract – City: The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include "approved as to form" and be signed by the City Attorney before the City Manager will execute the contract. Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City's Legal Department prior to being signed by the City Manager, (City's authorized representative).
- I. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.
- J. Non-Discrimination: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. In the event the contractor violates this non-discrimination clause, such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will

receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin.

3. Financial Responsibility Provisions

A. **Insurance:** The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Services, Appendix J) as City may require, naming the City of Galveston as the additional insured:

- i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
- ii. Commercial General Liability insurance for at least One Million Dollars (\$1,000,000) on a per occurrence basis, with a Two Million (\$2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;
- iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;
- iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Services.

Insurance coverage shall be on an "occurrence basis"

B. **Indemnification:** In Accordance with State Law, the contractor agrees to indemnify, save, and hold harmless the City of Galveston, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgments, or liabilities, for personal injury, death, or property damage resulting from the acts or omissions of anyone under the contractor's supervision or control.

In the event of any cause of action or claim asserted by a party to this agreement or any third party, the City will provide the contractor with timely notice of such claim, dispute or notice. Thereafter, the contractor shall at its own expense, faithfully and completely defend and protect the City against any and all liabilities arising from this claim, cause of action, or notice.

- i. **Indemnity for Intellectual Property:** Proposer hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Proposer agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

C. **Bond Requirements:** If applicable, per the Scope of Services, prior to the commencement of work on this Project, Proposer shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City:

COPY

- i. Proposal bonds are required for Proposals over \$25,000.00 in the amount of 5% of the total Proposal amount.
- ii. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
- iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and
- iv. A maintenance bond insuring full and prompt maintenance, repair and/or replacement of the goods to be provided by Proposer for a period of two years from date of acceptance by the City.

COPY

1 of 1

Page 19

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

COPY

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

OFFICE
USE
ONLY

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

Date
Received

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1. Name of person who has a business relationship with local governmental entity.

NA

2. ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

NA

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
☐ Yes ☐ No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
☐ Yes ☐ No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
☐ Yes ☐ No
- D. Describe each employment or business relationship with the local government officer named in this section.

4.

[Signature]
Signature of person doing business with the governmental entity

5/3/18
Date

Adopted 06-29-2007

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE
PROPOSAL PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.**

COPY

Appendix C - House Bill 89 Verification

I, Robert Shumway (person name), the undersigned representative of (Company or Business Name) Unifirst (hereinafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

- Does not boycott Israel currently; and
- Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Galveston, Texas.

Pursuant to Section 2270.001, Texas Government Code:

- "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
- "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

5/7/18
DATE

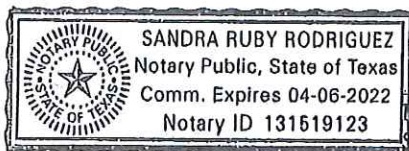
[Signature]
SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF Texas §
COUNTY OF Harris §

On this day, BEFORE ME, the undersigned, personally appeared Robert Shumway, the Representative of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th day of May, 2018.

[SEAL]



[Signature]
NOTARY PUBLIC in and for the
State of Texas

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE PROPOSAL PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix D – Property Tax Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
"NON-RESPONSIVE."**

The City of Galveston, Texas has adopted the following policy:

The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

☒ I do not owe the City property taxes that are delinquent.

☐ I owe City property taxes that are delinquent on property located at

Robert Shumway

Proposer's Printed or Typed Name

Proposer's Signature

5/7/18

Date

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE PROPOSAL PACKAGE AS MENTIONED IN SECTION 6B OF THE
PROPOSAL.**

Appendix E – Nepotism Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
"NON-RESPONSIVE."**

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Proposer or Bidder is an individual:

_____ I am not related by blood or marriage to any official or employee of the
City of Galveston

_____ I am related by blood or marriage to the following official(s) or employee(s)
of the City of Galveston

Name and title of City Official

Or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

 X The officers of the company submitting this bid or proposal are not related by
blood or marriage to any official or employee of the City of Galveston.

_____ The officers of the company submitting this Proposal are related by blood or marriage to the
following official(s) or employee(s) of the City of Galveston.

Name and title of officer: Robert Sturman

Employee and title of City Official or Employee: NA

Relationship: NA

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE
PROPOSAL PACKAGE AS MENTIONED IN SECTION 6B OF THE RFP.**

COPY

Appendix F – Non-Collusion Statement

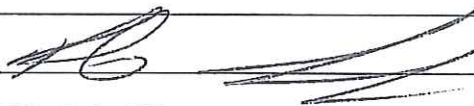
THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS PROPOSAL IN COLLUSION WITH ANY OTHER PROPOSER, AND THAT THE CONTENTS OF THIS PROPOSAL AS TO PRICES, TERMS OR CONDITIONS OF SAID PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS PROPOSAL.

VENDOR UniFirst

ADDRESS 9019 Railroad Dr. Houston, TX 77078

PHONE 713-635-1100

FAX 713-635-2747

PROPOSER (SIGNATURE) 

PROPOSER (PRINTED NAME) Robert Shumway

POSITION WITH COMPANY Service Manager

SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS PROPOSAL



COMPANY OFFICIAL
(PRINTED NAME) Andrew Althaus

OFFICIAL POSITION General Manager

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE PROPOSAL PACKAGE AS MENTIONED IN SECTION 6B OF THE RFP.

Appendix G – Document 00435

THE CITY OF GALVESTON, TEXAS
DOCUMENT 00435, REQUIRED BY ALL PROPOSERS WHO WILL RECEIVE FEDERAL FUNDS IN PAYMENT OF PROCUREMENT.

PROPOSER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Proposer agrees that by submitting this proposal that Proposer will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

Robert Shumway
(Printed or typed Name of Signatory)

(Signature)
5/7/18
(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE PROPOSAL PACKAGE AS MENTIONED IN SECTION 6B OF THE RFP.

Appendix J – Scope of Services

1. **Project Title: RFP 18-14 Uniform Rental Services.**

2. **Scope of Services Contact**

Questions about the technical nature of the Scope of Services will be directed to the **Purchasing Department**, Phone. 409.797.3579, e-mail: purchasing@galvestontx.gov.

3. **Special Conditions**

There are no bonding requirements for this solicitation.

The following are required Federal Clauses that shall be returned with the proposal.

SPECIAL PROVISIONS FOR PROCUREMENT FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS

This project is funded, in part, using funds from the Federal Transit Administration (FTA). Based on this federal participation, the following Special Provisions will apply to the contract to be awarded.

CONTENTS

1. No Government Obligation to Third Parties
2. Program Fraud and False or Fraudulent Statements and Related Acts
3. Access to Records and Reports
4. Federal Changes
5. Civil Rights Requirements
6. Disadvantaged Business Enterprises (DBE)
7. Incorporation of Federal Transit Administration Terms
8. Government-wide Debarment and Suspension (Nonprocurement)
9. Buy America Requirements
10. Breaches and Dispute Resolution
11. Lobbying
12. Clean Air
13. Clean Water Requirements
14. Energy Conservation Requirements
15. Recycled Products
16. Americans with Disabilities Act (ADA) Accessibility



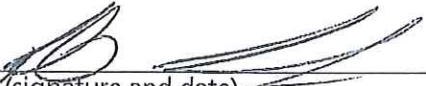
1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Robert Shumway

(printed name of signatory)

 5/8/18
(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE PROPOSAL PACKAGE AS MENTIONED IN SECTION 6B OF THE RFP.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

**31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA-assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Robert Shumway
(printed name of signatory)

 5/3/18
(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE
PROPOSAL PACKAGE AS MENTIONED IN SECTION 6B OF THE RFP.**

3. ACCESS TO RECORDS AND REPORTS
49 U.S.C. 5325 49 CFR 633.17
18 CFR 18.36 (i)

The following access to records requirements apply to this Contract:

1. The Contractor agrees to provide the Owner, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case, Contractor agrees to maintain same until the Owner, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
4. FTA does not require the inclusion of these requirements in subcontracts.

Robert Shumway

(printed name of signatory)


(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE
PROPOSAL PACKAGE AS MENTIONED IN SECTION 6B OF THE RFP.**

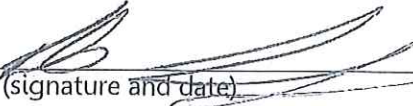
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4. FEDERAL CHANGES
49 CFR Part 18

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Owner and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Robert Shumway

(printed name of signatory)



(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE
PROPOSAL PACKAGE AS MENTIONED IN SECTION 6B OF THE RFP.**

5. EQUAL EMPLOYMENT OPPORTUNITY
29 CFR Part 1630, 41 CFR Parts 60 et seq.

During the performance of this contract, the contractor agrees as follows:

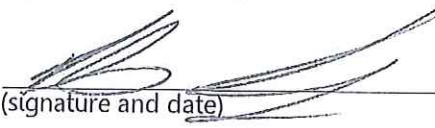
- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.



COPY

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Robert Shumway
(printed name of signatory)


(signature and date)

9/8/18

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE
PROPOSAL PACKAGE AS MENTIONED IN SECTION 6B OF THE RFP.**

6. DISADVANTAGED BUSINESS ENTERPRISE (DBE)
(See attached Appendix 6.A.)

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. **The City's overall goal through 2016 is 5.23% of all procurements.**

Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

Bidders are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following with the sealed bid:

Names and addresses of DBE firms that will participate in this contract;
 Description of the work each DBE will perform;
 Dollar amount of the participation of each DBE firm participating;
 Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
 Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
 If the contract goal is not met, evidence of good faith efforts to do so.

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the owner. In addition, Contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the owner and Contractor's receipt of the partial retainage payment related to the subcontractor's work.

The contractor must promptly notify owner whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of owner.

Robert Shumway
 (printed name of signatory)

 5/3/18
 (signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE
 PROPOSAL PACKAGE AS MENTIONED IN SECTION 6B OF THE RFP.**

POLICY STATEMENT**Objectives/Policy Statement – Section 26.1, 26.23**

The City of Galveston ("City") has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT). The City has received federal financial assistance from the Federal Transit Administration (FTA) and, as a condition of receiving this assistance, the City has signed an assurance that it will comply with 49 CFR part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

It is the policy of the City to facilitate and assure that each third party participant will facilitate DBE participation by:

1. Complying with 49 CFR part 26;
2. Not discriminating on a basis of race, color, sex, or national origin;
3. Implementing the City's DBE program; and
4. Verifying DBE Certification.

Island Transit City Grants Manager, Nathan Nevelow, has been delegated as the DBE Liaison Officer (DBELO). In that capacity, the DBELO is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the City in its financial assistance agreements with the FTA.

The City has disseminated this policy statement to the City Council and all of the components of our organization. The City has distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts.


 Brian Maxwell
 City Manager

10/17/16
 Date

APPROVED AS TO FORM:


 City Attorney

APPENDIX 6.A. DISADVANTAGE BUSINESS ENTERPRISE GOOD FAITH EFFORT

Appendix A to 49 CFR Part 26

1. When, a recipient of federal funds establishes a DBE contract goal for a DOT-assisted contract, a Bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The Bidder can meet this requirement in either of two ways. First, the Bidder can include sufficient subcontractors and/or suppliers to meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, if Bidder does not meet the goal, the Bidder can document adequate good faith efforts. This means that the Bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirements of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
2. In any situation in which there is a contract goal, part 26 requires use of the good faith efforts mechanism of this part. The City of Galveston will make a fair and reasonable judgment whether a Bidder that did not meet the goal made adequate good faith efforts. In doing so City will consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder has made. The efforts employed by the Bidder should be those that one could reasonably expect a Bidder to take if the Bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere *pro forma* efforts are not good faith efforts to meet the DBE contract requirements.
3. Award of a contract is not dependent upon meeting the exact contract goal as long as an adequate good faith efforts has been made.
4. The following is a list of types of actions which are considered as part of the Bidder's good faith efforts to obtain DBE participation.
 - a. Soliciting through all reasonable and available means (e.g. attendance at prebid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The Bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - b. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
 - c. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - d. In negotiating with DBEs note the following:
 - i. Negotiating in good faith with interested DBEs. It is the Bidder's responsibility to make a portion of the work available to DBE Subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE Subcontractors and suppliers, so as to facilitate DBE participation. Evidence

of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

- ii. A Bidder using good business judgment would consider a number of factors in negotiating with Subcontractors, including DBE Subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime Contractor to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make good faith efforts. Prime Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
 - e. DBEs should not be rejected as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the project goal.
 - f. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
 - g. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - h. Effectively using the services of available minority/women community organizations; minority/women Contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
5. In determining whether a Bidder has made good faith efforts, City may take into account the performance of other Bidders in meeting the contract. For example, when the apparent successful Bidder fails to meet the contract goal, but others meet it, City may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful Bidder could have met the goal. If the apparent successful Bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, City may view this, in conjunction with other factors, as evidence of the apparent successful Bidder having made good faith efforts.



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APPENDIX 6.A. BIDDER/CONTRACTOR DBE CERTIFICATION

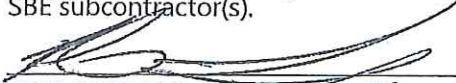
Instructions: The Bidder/Contractor shall complete this form by listing 1) Names of all proposed Subcontractors. 2) Contact information, 3) Description of work to be performed/product to be provided, 4) Status as a DBE, SBE or non-DBE, 5) Ethnic Code of firm 6) Age of the firm, 7) Annual gross receipts of the firm, 8) Approximate percent or amount of Total Contract. Those Subcontractors which are listed on this form as DBEs and SBEs must have current certification as a DBE or SBE with a participating TUCP certifying agency and appear on TxDOT's TUCP web page. The DBE or SBE certification must be complete by the time the bids are submitted. Additionally, those Subcontractors which are listed on this form as DBEs or SBEs must complete the Subcontractor Letter of Intent, agreeing to the information listed herein. If there are no bidders or subcontractors please mark the form with N/A and sign and return with submittal. Only return Letter(s) of Intent if there are firms listed below.

RESPONDENT/ CONTRACTOR: UniFirst

1) Name of Subcontractor Firm	2) Address, Telephone # Contact Person	3) Description of Work, Services Provided. Where applicable, specify "supply" or "Install" or both.	4) DBE, SBE or nonDBE	5) Ethnic Code	6) Age of Firm	7) Annual Gross Receipts	8) % or \$ amount of Total Contract
NA Uniform delivery cannot be sub-contracted							

5) ETHNIC CODES: A) Black American B) Hispanic American C) Native American D) Sub-continental Asian American E) Asian-Pacific American F) Non-Minority Women G) Other

The undersigned will enter into a formal agreement with DBE and/or SBE contractors for work listed in this schedule upon execution of a contract with the City. The Bidder/Contractor agrees to the terms of this schedule by signing below and submitting the **LETTER OF INTENT**, as completed by the DBE or SBE subcontractor(s).


SIGNATURE OF AUTHORIZED REPRESENTATIVE

5/8/18
DATE

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE PROPOSAL PACKAGE AS MENTIONED IN SECTION 6B OF THE RFP.

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APPENDIX 6.A. DBE AND SBE SUBCONTRACTOR LETTER OF INTENT

Note: DBE and SBE firms participating in the DBE or SBE Program must have current certification status and be included in the TUCP list on TxDOT's web site by the due date established for this Invitation for Bid (IFB)

1. TO: (Bidder/ Contractor): NA
2. The undersigned is either currently certified under a Unified Certification Program (UCP) as a DBE, SBE or will be at the time this IFB/RFP is due.
3. The undersigned is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify "supply" or "install" or both)

and at the following price \$ _____ and/or _____% of the total contract amount (should be the same as found on the **Bidder/Contractor Certification**).

4. The DBE or SBE subcontractor should complete this section only if the DBE or SBE is subcontracting any portion of its subcontract.

With respect to the proposed subcontract described above, the undersigned DBE anticipates that _____% of the dollar value of this subcontract will be awarded to other contractors. Any and all DBE subcontractors a DBE subcontractor uses must be listed on Form E and must also be DBE certified.

DATE: _____ DBE/SBE FIRM: NA

SIGNATURE: _____

PRINT NAME: _____

PHONE NUMBER: _____

BIDDER/

DATE: _____ CONTRACTOR: _____

SIGNATURE: _____

PRINT NAME: _____

PHONE NUMBER: _____



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7. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS
FTA Circular 4220.1E

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any owner requests which would cause owner to be in violation of the FTA terms and conditions.

Robert Shumway
(printed name of signatory)

 5/3/18
(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE
PROPOSAL PACKAGE AS MENTIONED IN SECTION 6B OF THE RFP.**

8. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
(See Instructions & Form 8.A.)

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

The certification in this clause is a material representation of fact relied upon by Owner. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Robert Shumway
(printed name of signatory)

 5/8/18
(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE
PROPOSAL PACKAGE AS MENTIONED IN SECTION 6B OF THE RFP.**

8.A. INSTRUCTIONS FOR DEBARMENT CERTIFICATION

By signing and submitting this form and this bid, the Bidder/Contractor is providing the certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Bidder/Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Owner's determination whether to enter into this transaction. However, failure of the Bidder/Contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the Owner determined to enter into this transaction. If it is later determined that the Bidder/Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Owner may terminate this transaction for cause or default.
3. The Bidder/Contractor shall provide immediate written notice to the Owner to which this bid is submitted if at any time the Bidder/Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "bid," "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "person," "primary covered transaction," "principal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Owner to which this bid is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
5. The Bidder/Contractor agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a Subcontractor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Owner entering into this transaction.
6. The Bidder/Contractor further agrees by submitting this bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transactions," provided by the Owner entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Bidder/Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 6 of these instructions, if a Bidder/Contractor in a covered transaction knowingly enters into a lower tier covered transaction with a Subcontractor who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Owner may terminate this transaction for cause or default.
9. The Bidder/Contractor also agrees to include these requirements in each subcontract, or a lower tier covered transaction, exceeding \$25,000 financed in whole or in part with Federal assistance provided by FTA.



**8.A. CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

The Primary Participant (Contractor) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.

(If the Primary Participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT, (*business name*) UniFirst CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Robert Shumway, Service Manager
Name and Title of Authorized Representative

5/7/18
Date


Signature of Authorized Representative
01-972-3535
Duns Number

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE
PROPOSAL PACKAGE AS MENTIONED IN SECTION 6B OF THE RFP.**

9. BUY AMERICA REQUIREMENTS (Form A)
49 U.S.C. 5323(j) 49 CFR Part 661

Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15-passenger vans and 15-passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A proposer or offeror must submit to the Owner the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products. PLEASE SIGN ONLY ONE OF THE FOLLOWING SECTIONS.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The proposer or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date 5/7/18

Signature 

Company Name UniFirst

Title Service Manager

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The proposer or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE PROPOSAL PACKAGE AS MENTIONED IN SECTION 6B OF THE RFP.

10. BREACHES AND DISPUTE RESOLUTION
49 CFR Part 18
FTA Circular 4220.1E

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of owner. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the owner shall be binding upon Contractor and Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by owner, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the owner and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the owner is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the owner, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Robert Shumway

(printed name of signatory)

 5/8/13
(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE
PROPOSAL PACKAGE AS MENTIONED IN SECTION 6B OF THE RFP.**

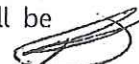
11. LOBBYING (See attached Form 11.A.)

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or propose for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the owner. APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

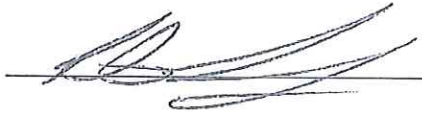
[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be



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subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, UniFirst, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

 Signature of Contractor's Authorized Official

Robert Shumway, Service Manger Name and title of Contractor's Authorized Official

5/7/18 Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE PROPOSAL PACKAGE AS MENTIONED IN SECTION 6B OF THE RFP.

11.A. LOBBYING CERTIFICATION**Certification for Contracts, Grants, Loans, and Cooperative Agreements (to be submitted with each bid or offer exceeding \$100,000)**

The undersigned, Robert Shumway, certifies that to the best of his or her knowledge and belief:

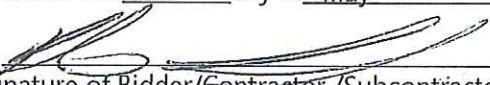
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Bidder/Contractor/Subcontractor, UniFirst, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder/Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Executed this 7th day of May, 2015

By 

Signature of Bidder/Contractor/Subcontractor's Authorized Official

Robert Shumway

Printed Name of Bidder/Contractor /Subcontractor's Authorized Official

Service Manager

Title of Authorized Official

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE PROPOSAL PACKAGE AS MENTIONED IN SECTION 6B OF THE RFP.

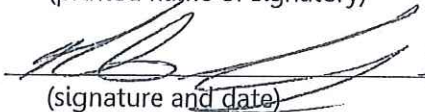
12. CLEAN AIR
42 U.S.C. 7401 et seq 49 CFR Part 18
40 CFR 15.61

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Robert Shumway

(printed name of signatory)

 5/8/18

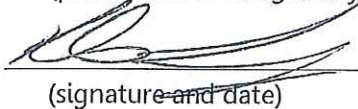
(signature and date)

13. CLEAN WATER REQUIREMENTS

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Robert Shumway

(printed name of signatory)

 5/8/18

(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE
PROPOSAL PACKAGE AS MENTIONED IN SECTION 6B OF THE RFP.**

14. ENERGY CONSERVATION REQUIREMENTS**42 U.S.C. 6321 et seq.****49 CFR Part 18**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Robert Shumway

(printed name of signatory)

 5/8/18
(signature and date)

15. RECYCLED PRODUCTS**42 U.S.C. 6962****40 CFR Part 247****Executive Order 12873**

These regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year.

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Robert Shumway

(printed name of signatory)

 5/8/18
(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE PROPOSAL PACKAGE AS MENTIONED IN SECTION 6B OF THE RFP.

16. AMERICANS WITH DISABILITIES ACT (ADA) ACCESSIBILITY

1. ADA Accessibility ensures that all individuals regardless of disability are not excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
2. The Contractor and all of its Subcontractors shall adhere to the ADA Accessibility requirements as follows:
 - a. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance
 - b. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA)
 - c. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles

Robert Shumway

(printed name of signatory)

 5/8/18
(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE PROPOSAL PACKAGE AS MENTIONED IN SECTION 6B OF THE RFP.

4. Proposal Evaluation Factors

Emphasis	Factor
20%	Qualifications and Experience
40%	Company's Fees
30%	References/Performance History
20%	Completeness & Responsiveness of Proposal

5. Brand Manufacture Reference

The City has determined that any manufacturer's brand defined in the Scope of Services meets the City's product and support need. The manufacturer's reference is not intended to be restrictive, and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Proposal is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

6. Key Events Schedule

Proposal Release Date	April 11, 2018
Pre-Proposal Conference Date	April 25, 2018 @ 2:30 p.m. CST
Deadline for Submittal of Written Questions	May 1, 2018 @ 2:00 p.m. CST
Sealed Proposals Due to and Opened by City	May 9, 2018 @ 10:00 a.m. CST
Anticipated Committee Evaluation Review Date	May 2018
Anticipated Award Date	June 2018

7. Scope of Services

UNIFORM RENTAL SERVICES FOR VARIOUS CITY DEPARTMENTS

Introduction:

The City of Galveston is soliciting proposals from firms who are interested and qualified to provide uniform rental services for various City departments. It is the intent of the City to select a single firm to accomplish all services outlined in this RFP. Quantities expressed in the scope of work are not guaranteed by the City of Galveston.

Clarification and Interpretation of RFP:

The words "must" or "will" or "shall" in this RFP indicate mandatory requirements. Taking exception to any mandatory requirement will be grounds for rejection of the proposal.

The City desires to avoid any misunderstanding where it is assumed that a feature is included in the proposal and turns out to be an optional, extra cost feature. As such, any question answered with an indication of compliance will be considered included at no additional cost. Any service that is referred to in the body of this response (does not pertain to attachments and brochures) will be considered included in the basic offer.

Purpose:

The purpose of this RFP is to provide minimum requirements, solicit proposals and gain adequate information from which the City may evaluate the Proposer's products and services as they compare to other providers and as they pertain to the needs of the City's organization as defined in this document.

Background Information:

General

The City of Galveston intends to establish a contract for uniform rental services for various departments in accordance with the specifications outlined in this document. Departments include but are not limited to Finance – Meter Services, Facility Maintenance, Parks Operations, Street, Traffic, Drainage, Engineering, Construction Services, Traffic, Sanitation, Recycling, Fleet Services, Island Transit, Scholes Airport, Airport Wastewater, Wastewater, Water Supply, Water Pre-Treatment, and Water Collections & Distribution.

This contract will be awarded on an all-or-none basis to the proposer having sufficient ability to perform this contract for the City of Galveston.

All numbers are estimates; they include some women's items, and may be varied as needed. Approximately 630 long sleeve shirts 65/35 (most are enhanced, or high visibility striped), 593 short sleeve shirts 65/35 (most are enhanced, or high visibility striped), 1138 pant 65/35, 300 pants Denim, 114 long sleeve shirts Oxford style, 135 short sleeve shirts Oxford style, 25 coveralls, 28 long sleeve shirts – cotton, 16 short sleeve shirts – cotton, 53 Polo shirts, 22 cotton t-shirts, 28 65/35 plain front shorts, 3,000 shop towels (red), 1 sanitized laundry bag, 11- 3x5 mats, 4- 4x6 mats, 260- Terry Cloths, 1- shop towel can, 2 3x5 scrapers, 5 3x5 safety mats disposable will be needed weekly.

The City will need approximately 317 lockers with a key to each locker for each employee, each supervisor will be issued a master key. Locker rental charges should be included in the proposal.



Scope of Work:***General***

The City of Galveston is seeking proposals for uniform rental services. This contract is intended for routine and continuous usage. The quantities are estimates based on the previous usage. These estimates are for acquainting the offeror with probable quantities to be expected during the contract period. Proposed quantities are estimates and may be subject to additions or deletions prior to award. No damage fees or replacement costs will be charged by the offeror except for loss by employee, or willful abuse of garment beyond normal wear and tear. All damaged garments must be made available for examination by a City of Galveston representative to make final determination as to the damage or replacement cost.

Clothing

Vendor shall provide City employees with eleven (11) sets of new and unused uniforms. Each employee shall be authorized five (5) uniform changes a week. Clothing, when first issued, whether at start of contract or to new employees, shall be of quality and processing must be comparable to generally accepted standard of the industry. Each offeror shall submit a policy for upgrade of uniforms due to excessive wear, soiled or torn clothing, and poor fitting. Offerors shall also submit number of days to supply initial clothing and start of service after contract award, as well as time needed to supply new employees' uniforms during contract period.

Emblems

Uniform rentals and purchased catalog items shall have two (2) embroidered emblems on each shirt. The employees' name and department tag over the right shirt pocket. The other emblem shall be the City logo, which will be provided to the successful vendor, and shall be placed over the left shirt pocket. Additionally, a Superintendent patch may be required on some uniforms. Associated costs for emblems, names, and embroidery should be included with the proposal.

Measurement

The vendor will measure all current and subsequent employees. Employees may select uniform shirt sleeve length at the time of initial order only. All alterations, mending and size exchanges on all uniforms shall be provided by the Vendor at no additional cost to the City.

Samples

Vendors may be requested to provide samples.

Colors

Regular shirts shall be available in white, blue, royal blue, green, burgundy, and tan. Pants shall be available in navy, black, brown, gray, and tan. If different, please provide colors.

Catalog

Vendor shall submit a reasonable catalog for selection of items whereby employees can have an option of adding to their uniform inventory. These will include items that either the employee can purchase, or the City can purchase for an employee.

Examples of items vendor should have available in their catalogs: (women's and men's styles)
 Long, short, and ¾ quarter sleeve shirts (oxford style button down) – cotton or cotton-poly-blend
 Polo style shirts – cotton or cotton-poly-blend
 T-Shirts (short and long sleeve) – for screen printing
 Cardigan and duster style sweaters
 Fleece jackets & Wind breaker style jackets
 Variety of hat, or cap styles – for embroidery or screen printing



Pricing for the above items must be provided at a catalogue discount for the specific item number (a list of items available for purchase with pricing must be included with the proposal). Screen printing and embroidery shall be treated as its own line item for the items to be purchased and should be all inclusive, per unit of clothing.

Delivery

All uniforms deliveries shall be once per week Tuesday thru Thursday. Deliveries shall be made on the same day each week between 8:00 am and 3:30 pm at nine (9) locations. Holiday adjustments shall be made in advance. All garments shall be delivered on hangers. The Vendor shall provide each employee an accounting of uniforms turned in for service and returned from service each week. Failure to meet delivery requirements may result in termination of this contract.

Drop Off and Pick Up Locations:

Finance – Meter Services		3002 Ball St. (Avenue H)
Facility Maintenance	City Hall	823 Rosenberg
Parks Operations	McGuire Dent Rec Center	2222 28 th Street
Sanitation	Sanitation Barn	502 32 nd Street
Fleet Services	City Garage	601 54 th Street
Island Transit	Island Transit	214 28 th Street
Recycling	Recycling Center	702 61 st Street
Supply		3002 Church
Traffic		2828 Santa Fe Place
Streets		402 30 th
Drainage		402 30 th
Distribution & Collections		2808 Market
GIS – Engineering		823 Rosenberg Room 402
Pretreatment		5200 Port Industrial
Main WWTP		5200 Port Industrial
Airport WWTP		7618 Mustang
Scholes Airport		2115 Terminal Drive

Unsatisfactory Service

In the event that the City of Galveston receives deliveries of unsatisfactory service that are not quickly and routinely corrected, the Vendor shall have fifteen (15) calendar days from the receipt of written notice to resolve said problems. If said problem is not resolved by the Vendor, the City of Galveston may then terminate this agreement for nonperformance with fifteen (15) day written notice.

Selection Criteria:

City staff shall recommend an evaluation committee which will be used to evaluate all proposals. The City will evaluate all proposals based on the following criteria:

- Qualifications and Experience – 20%
- Company's Fees – 40%
- References/Performance History – 30%
- Completeness and Responsiveness of Proposal – 20%

Order of Proposals:

Proposals must be submitted on 8-1/2 inch by 11 inch paper. They must be bound using comb binding, spiral binding, or binder clips. No binders or notebooks are to be submitted.

Submittals must be in the following order: (label each section as follows)



Required Forms

Include all of the forms requiring signatures or acknowledgement. Appendices A through G, forms in the special conditions section of Appendix J, and any issued Addenda.

Company's Fees/Costs

Include the pricing form in this proposal. All rates and fees must be included in the weekly set/per piece price. The City will not be responsible for paying any fees not included in the proposal. (The City will provide the artwork for the logo.) The City requests no initial preparation charges and the waiver of all preparation charges for ninety (90) days after implementation of the contract. The fees and charges presented shall remain firm for the original term of agreement with the following exceptions that shall be adjusted to reflect:

- Additional discounts available for increased volume

Provide fee schedule for services related and unrelated to this proposal. Describe the basis on which the fees are calculated. Details of any alternate method of compensation your firm would consider.

- Replacement cost (damaged) fees
- Garment Preparation charges / embroidery fees / hemming charges
- Restocking fees
- Up Charge fees for sizes 2X and above (shirts and 44 and above (pants)
- Unreturned inventory
- Service charges per locations
- Delivery, Environmental, Fuel, and Energy Fees

Identify and list all special services and identify charges pertaining to such service.

- Uniform Insurance

Pricing will be in the format described on page 10 of the RFP – Appendix A. Section 1.2.B.

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
			\$	\$
			\$	\$
			\$	\$
			\$	\$
		TOTAL ALL LINE ITEMS	\$	\$

The following represents approximate weekly rental totals from various City departments.

ITEM	CATEGORY	EST WEEKLY QUANTITIES
1	Long Sleeve Shirts – 65/35	630
2	Short Sleeve Shirts – 65/35	593
3	Pants – 65/35	1138
4	Pants – Denim	300
5	Long Sleeve Shirts - Oxford	114
6	Short Sleeve Shirts - Oxford	135
7	Coveralls	25
8	Long Sleeve Shirts – Cotton	28
9	Terrycloth Towels	300
10	Shop Towels (Red)	3000
11	Bag Racks	Varies
12	Shop Towel Can	1
13	Mats – 3x5	11
14	Mats – 4x6	4
15	Scraper – 3x5	2
16	Safety Mats – 3x5	5
17	Long Sleeve Shirts – striped 65/35	11
18	Short Sleeve Shirts – cotton	16
19	Polo Shirts – 100% Polyester	53
20	T-Shirts – Cotton	22
21	Plain front shorts 65/35	28
22	Scraped Terrycloth rags – disposable	260

Qualifications and Experience

Include description of your company's general understanding of the project, scope of services and tasks necessary to complete the service of providing uniform rentals for the City of League City. Include: (i) Company Profile – brief discussion of the company, its history and services offered; (ii) Experience – brief descriptions of services in regard to the providing, processing and delivering uniforms to the City. (iii) Proposer should submit any supporting documentation available and identify and list all special services offered.

References

Proposer is to provide reference for similarly successful services from four (4) governmental agencies, including the name of the agency, contact name, telephone and email address.

You may use the form provided in the RFP documents on page 12 for this section, or use your own format.



Proposal Ref # 18-14

Full Rental Quote

Item Number	Item Description	Total Inventory	UniFirst Code	Unit Rate	Weekly Total	Price Replacement	Optional Damage Insurance
1A	Long Sleeve Shirts - 65/35	630	0102	\$0.139	\$ 87.57	\$ 10.25	\$ 0.09
1B	LS Shirt-Hi Vis Class 3- 2" Tape		09DH	\$0.375			\$ 0.26
2	Short Sleeve Shirts - 65/35	593	0202	\$0.139	\$ 82.43	\$ 10.25	\$ 0.09
2B	SS Shirt-Hi Vis Class 3- 2" Tape		06DH	\$0.375			\$ 0.26
3	Pants - 65/35	1138	1002	\$0.227	\$ 258.33	\$ 14.69	\$ 0.09
4	Pants - Denim	300	1091	\$0.309	\$ 92.70	\$ 16.99	\$ 0.17
5	Long Sleeve Shirts - Oxford	114	0111	\$0.207	\$ 23.60	\$ 13.40	\$ 0.11
6	Short Sleeve Shirts - Oxford	135	0211	\$0.187	\$ 25.25	\$ 13.40	\$ 0.11
7	Coveralls	25	3002	\$0.346	\$ 8.65	\$ 23.99	\$ 0.17
8	Long Sleeve - Cotton	28	0101	\$0.262	\$ 7.34	\$ 15.50	\$ 0.17
9	Terrycloth Towels	300	0201	\$0.160	\$ 48.00		
10	Shop Towels (Red)	3000	8023	\$0.071	\$ 213.00		
11	Bag Racks	1	8956	\$0.000	\$ -		
12	Shop Towel Can	1	9948	\$0.000	\$ -		
13	Mats - 3x5	11	76GF	\$1.53	\$ 16.83	\$ 64.99	
14	Mats - 4x6	4	76GG	\$2.45	\$ 9.80	\$ 72.99	
15	Scraper - 3x5	2	5388	\$1.53	\$ 3.06	\$ 64.99	
16	Safety Mats - 3x5	5	9852	\$1.53	\$ 7.65	\$ 64.99	
17	Long Sleeve Shirts - striped 65/35	11	0348	\$0.219	\$ 2.41	\$ 14.18	\$ 0.09
18	Short Sleeve Shirts - cotton	16	0201	\$0.262	\$ 4.19	\$ 15.50	\$ 0.17
19	Polo Shirts - 100% Polyester	53	04MM	\$0.310	\$ 16.43	\$ 14.99	\$ 0.12
20	T-Shirts	22	427B	\$0.240	\$ 5.28	\$ 12.00	\$ 0.10
21	Plain front shorts 65/35	28	1034	\$0.230	\$ 6.44	\$ 12.00	\$ 0.09
22	Scraped Terrycloth rags - disposable	260	8554	\$0.040	\$ 10.40	\$ 0.04	
D.E.F.E. Fee (appears only once per total invoice)							\$ 2.00

Full Rental Services Include:

- > Sizing with sample garments to assure a comfortable fit.
- > Garments inspected weekly for items in need of repair or replacement.
- > Garments repaired at No Additional Charge.
- > Worn garments replaced with NEW at No Replacement Charge.
- > Guaranteed 24-Hour Response to All Customer Service Inquiries.
- > Quarterly Customer Satisfaction Audits.
- > UniFirst Written Guarantee Service Promise
- > No Hidden Charges



Proposal Ref # 18-14

SERVICE CHARGES

1.) Garment Preparation Charges... waived for the first 90 days. Incremental Up-Charge for non-standard garments are waived as well. There are no on-going premium size charges.

Garment	Sizes	Charge (per garment)
Garment Prep Charge (SVCE)		
All	All Sizes	\$0.50
Incremental Up-Charge for Non-Standard Sizes (SPCL)		
Shirts	Size 2XL - 6XL	\$1.50
	Size 7XL and Up	\$3.00
Men's Pants	Size 44 - 48	\$2.00
	Size 50 - 56	\$2.50
	Size 58 and up	\$3.00
Women's Pants	Size 22 - 28	\$2.00
	Size 30 and up	\$2.50
Jackets	Size 2XL - 5XL	\$2.65
	Size 6XL	\$5.00
	Size 7XL and Up	\$7.00
Coveralls	Size 52 - 58	\$2.65
	Size 60 - 64	\$5.00
	Size 66 and up	\$7.00
	Alterations (non-standard)	\$4.00
Misc	Size 44 - 48	\$2.00
	Size 50 - 56	\$2.50
	Size 58 and up	\$3.00

*** Includes hemming cost incurred on over-sized garments.

- 2.) DEFE (per service Invoice) \$2.00
- 3.) Direct Sale Discount of 20% off catalog price through bid terms.
- 4.) Lockers free of charge through bid terms.
- 5.) No restocking fees through bid terms.

PERSONALIZATION CHARGES

- 1.) All emblem charges are waived at the time of initial installation of service at each customer location.
- 2.) Employee Name Emblem (right breast area) = \$0.50
- 3.) Company Name Emblem (left breast area) = \$2.85
- 4.) Employee Name Direct Embroidered (right breast area) = \$1.50
- 5.) Company Name Direct Embroidered 11,299 stitches (left breast area) = \$7.95

Garment Maintenance Protection Program (Optional Insurance)

1.) Covers damaged garments except those maliciously ruined. Insurance price varies based on specific garment. Insurance can be added to specific employees, departments or as a whole. Please see page 59.1 far right column on quote sheet for specific per piece pricing.

Qualifications and Experience

- i. UniFirst was started as National Overall Dry Cleaners in Boston, 1936. In 1983 UniFirst went public on the NYSE. UniFirst acquired Texas Industrial Services in 1987, and was established as a dominant market leader in Texas. UniFirst is a provider of direct sale, rental, and laundry of managed workwear. UniFirst also provides floor care products, restroom products, and cleaning chemicals.
- ii. UniFirst Houston has serviced City of Galveston with success. We have assigned consistent, professional, and tenured personnel to the account. City of Galveston is a rather large and complex organization, and we intend to continually improve our service by allowing the same personnel currently responsible for the account to continue working together with the same goal in mind, customer satisfaction.
- iii. Following this page is a fast facts sheet supporting items in section i of this document. Page 12 contains our references. Page 11.1 contains project team details.

UniFirst Fast Facts



Strong,
reliable
company



Publicly
traded on
NYSE

Positive growth every year
since 1936, with average annual
increases of **8% in revenues** and **15% in
net income** over the past 10 years.

1936

TODAY



Servicing
239 of the
**Fortune
500 list**



12,000 employee
"Team Partners"

Recognized
excellence



Featured on
CBS-TV's hit
reality show
"Undercover Boss"



Ranked by *Forbes*
as among the...
"Best Big Companies
in America"



Ranked by *The Boston
Globe* as among the...
"Top 100 Performing
Companies"



Ranked by Glassdoor
as one of the...
"25 Best Companies for
Career Opportunities"



Ranked by *Selling
Power* as one of the...
"50 Best Companies
to Sell For"

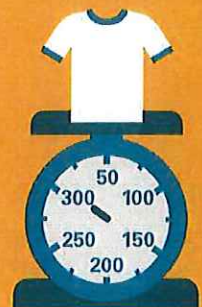
Service
quality &
reach



Outfitting over
1.6 million
workers daily



Performing **7.8 billion**
points of quality inspections
on uniforms annually



Laundering
700 million
pounds of
textiles per year



Travelling
68 million miles
for deliveries annually

Serving **275,000**
business customer
sites in US & Canada

Local footprints in
**96% of top
metro markets**

UniFirst U1st
Uniforms • Services • Solutions

SL-A (10/15)

Proposal Evaluation Process:

All proposals will be scored by an evaluation committee. Proposers selected for a short list may be invited to attend an interview, at the proposers own expense. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying proposer, and will not represent any decision on the part of the evaluation committee as to the selection of a successful proposer.

The City's process is as follows:

City staff shall recommend an evaluation committee which will be used to evaluate all proposals. The City will evaluate all proposals based on the criteria as stated above.

Once proposals are scored, the evaluation team will select finalists and decide whether interviews should be conducted. After interviews are performed, if needed, the evaluation team may request the finalists to submit a Best and Final Offer (BAFO).

Should negotiations be unsuccessful, the City shall enter into negotiations with the next, highest ranked Vendor. The process shall continue until an agreement is reached with a qualified Vendor.

This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to, and attending interviews.

The City reserves the right to negotiate the final fee prior to recommending any Vendor for a contract.

The City reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the City's judgment as to the appropriateness of an award to the best evaluated proposer. This information may be appended to the proposal evaluation process results.

**Request for Taxpayer
Identification Number and Certification**

COPY

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

UNIFIRST HOLDINGS INC

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership

☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☒ Exempt
payee

Address (number, street, and apt. or suite no.)

68 Jonspin Road

City, state, and ZIP code

Wilmington, MA 01887

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

74

2861951

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶ 1-4-10

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



Galveston Police Department

OFFICE OF THE CHIEF STAFF REPORT May 14, 2018

TO: Brian Maxwell, City Manager

RE: Consider for approval relocating the Basic Peace Officer Certification Course (BPOC) to Galveston College for all future Police Department cadet classes.

I. Background

- A. The Galveston Police Department bid for peace officer licensing services and awarded the contract to the College of the Mainland.
- B. Currently the Galveston Police Department cadets attend an internal academy at GPD Headquarters then transition to the College of the Mainland for 5 months to become peace officers.
- C. Galveston College did not offer a full-time, day time, licensing academy at the time of the bid.
- D. Previous testing records for Galveston College did not reflect well on the quality of training expected by GPD.

II. Current Situation

- A. The Galveston Police Department would like to transition the training of our recruits back to the City of Galveston.
- B. Galveston College enhanced its staff and performance and have shown an exceptional record in the part-time academy for the past 3 years.
- C. Galveston College has created a full-time academy, scheduled to begin in August 2018, in conjunction with the current GPD hiring class.
- D. The course will consist of cadets from GPD, as well as the other law enforcement entities on the island and potential applicants from the college.
- E. There is no other Basic Peace Officer Certification course offered in the City of Galveston.

III. Benefits

- A. The cost of the training is similar. The Galveston Police Department currently pays \$1550 per recruit (including all materials). Galveston College tuition will be \$1481 (per state mandates) plus approximately \$200 for materials and uniforms for a total of approximately \$1700 per recruit.
- B. The *fees* for College of the Mainland do not include transferable college credit hours. The *tuition* for Galveston College will include up to 22 hours of college credit to every Galveston Police cadet who graduates from the course.
- C. Galveston College will reimburse the Galveston Police Department training budget \$30 per hour of instruction provided by current members of department.
- D. The cadets will contribute to the local economy through the purchase of meals and fuel daily.
- E. More cadets will potentially reside on the island to reduce travel time and commuting cost.

IV. Alternatives in order of priority

- A. Award contract to *Galveston College*
 - i. Cost – \$1700 per trainee





Galveston Police Department

OFFICE OF THE CHIEF
STAFF REPORT
May 14, 2018

- ii. Timing – August 6, 2018 first class starts.
- iii. Departmental Improvements – Enhanced oversight of departmental employees with a local college and instructors in various courses.

B. Deny the change of venue

- i. Cost – \$0.00
- ii. Timing – N/A
- iii. Departmental Improvements – None

V. Recommendation

Concur in Alternative A, and grant approval of change of venue for the Basic Peace Officer Certification course from the College of the Mainland (Texas City) to Galveston College (Galveston Island).

VI. Fiscal Impact Report

Requested by Galveston Police Department
 Chief V. L. Hale, III

Funding Source 0100-211450-533085-421000
 Police Department Police Academy Costs

Respectfully Submitted,

V. L. Hale, III
Chief of Police

Approved,

Brian Maxwell
City Manager



**INTERLOCAL AGREEMENT
FOR LAW ENFORCEMENT BASIC PEACE OFFICER TRAINING
BETWEEN
GALVESTON COLLEGE
AND THE
CITY OF GALVESTON**

This agreement, made and entered into, by and between Galveston College, (referred to herein as the “College,” the “College District,” or “Galveston College”), and the City of Galveston (referred to herein as the “City”), evidences the following:

I. PURPOSE

Galveston College and the City of Galveston support and believe in a partnership that will provide opportunities for qualified adults to complete their law enforcement training locally. This partnership will in turn provide Galveston Police Department with the trained professionals it needs to achieve its mission and goals. Therefore, Galveston College agrees to provide college-level instruction, **in compliance with the Texas Commission on Law Enforcement (“TCOLE”) standards**, for basic peace officer training.

II. LOCATION AND STUDENT COMPOSITION OF CLASSES

1. The majority of the class sessions will be held on the College’s main campus or Applied Technology Center. Some classes, such as firearms training and driving course, could be taught at an off-site location, including off the island. It is the student’s responsibility to have transportation to all classes.
2. The Law Enforcement Academy could be a combination of Galveston Police Department new employees, other law enforcement agency’s new employees and open enrollment students.
3. Students must be registered for college credit by the official census date for the credit course; otherwise, the student will not be considered a credit student and will not be awarded college credit for the course.

III. FACULTY SELECTION, SUPERVISION, EVALUATION AND COMPENSATION

1. The College will select, supervise, and evaluate instructors for courses which result in the award of college credit. The College shall supervise and evaluate instructors of all courses using the same or comparable procedures used for similar faculty at the College.
2. All instructors must meet the requirements of the College and the minimal requirements as specified by the Commission on Colleges of the Southern Association of Colleges and Schools.

3. All instructors must also meet the requirements of the Texas Commission on Law Enforcement (“TCOLE”) to teach within the Law Enforcement Academy. Meeting TCOLE standards will be determined by the Galveston College Law Enforcement Program Director.
4. The City may provide on-duty officers and supervisors to teach certain portions of the academy with the following stipulations:
 - a. Each instructor will **be an officer of good standing with the Galveston Police Department and complete a background check with the Galveston College Human Resources Department.**
 - b. The Law Enforcement Program Director will select and approve all instructors within the academy and schedule classes as appropriate.
 - c. The Galveston Police Department will invoice the College \$30 for each instructional hour taught within the academy by an on-duty officer.

IV. ELIGIBLE COURSES

This agreement only applies to specific credit courses that are a part of the Law Enforcement Academy Certificate. If the student decides to take additional workforce or academic courses, they will pay regular tuition and fees as set by the Galveston College Board of Regents.

V. COURSE CURRICULUM, INSTRUCTION, AND GRADING

1. The College shall ensure that all courses taught within this agreement are equivalent with respect to the curriculum, materials, instruction, rigor, and method of student evaluation. These standards shall be upheld regardless of the student composition of the class.
2. Identified course outcomes/learning objectives must meet all college requirements.
3. The regular academic policies applicable to other credit courses will apply to the Law Enforcement Academy courses. These policies include an appeal process for disputed grades, drop policy, the communication of the grading policy to students, when the syllabus must be distributed, etc.

VI. TUITION, FEES AND REQUIRED MATERIALS

1. For students that are sponsored by the City, the College agrees to charge tuition and fees at the rates similar to an in-district student. In-district tuition and fees will be charged regardless of the student’s residence status. **Fees are subject to change by vote of the Board of Regents.**
2. The City of Galveston agrees to pay for the cost of tuition, fees, textbooks, and required student supplies or to indicate to the College who is responsible for tuition, fees, textbooks, and required student supply items.

3. The College and the City agree that tuition and fees which are to be paid by the student are due and payable in full at the time of registration. If the City alone is to be responsible for payment of a student's tuition and fees, the College agrees to bill the City immediately following registration. The City agrees to settle all account receivables with the College within 30 days of the billing date. Students whose tuition and fees are not paid by the official college census day of the class or who do not have a valid account receivable as of the official college census date will be dropped from the college roll and must be removed from the class.

VII. TERMS OF THE AGREEMENT

This agreement shall not become effective unless and until approved by the Galveston College Board of Regents and the City of Galveston. If so approved, the Agreement shall be valid for 12 months from the date of last signature. This agreement will automatically renew each year unless either party expresses intent to terminate agreement.

If it is the intention of one party to terminate this agreement, the one party shall provide a one hundred twenty (120) day written notice to the other party of their intention to terminate this agreement.

The agreement may be amended or extended by written addendum to this agreement.

All notices and communications related to this agreement shall be addressed to the respective educational administrator.

Approved by the Galveston College Board of Regents, executed by Galveston College, and signed by its President.

Dr. W. Myles Shelton, *President*

Date _____

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Approved by the City of Galveston, executed by Galveston City Council, and signed by its City Manager.

CITY OF GALVESTON

Brian Maxwell, *City Manager*

Date _____

ATTEST:

Janelle Williams, *City Secretary*

Date _____

APPROVED AS TO FORM:

CITY ATTORNEY'S OFFICE



City of Galveston

DEPARTMENT OF PARKS AND RECREATION

2222 – 28th Street | Galveston, TX 77550
409-797-3700

June 4, 2018

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

From: Barbara Ekelund-Sanderson, Director of Parks & Recreation

RE: CONSIDER FOR APPROVAL PURCHASING POOL MAINTENANCE CHEMICALS, SUPPLIES, AND EQUIPMENT FOR LASKER PARK POOL, USING THE BUYBOARD CONTRACT (#533-17) WITH PROGRESSIVE COMMERCIAL AQUATICS.

I. Background

- A. The City of Galveston is a member of the BuyBoard Cooperative Purchasing Program, which allows the City to utilize contracts that have been competitively bid. The contracts were solicited and awarded by the Texas Association of School Boards, Inc. BuyBoard Department.
- B. Texas Government Code Chapter 791 authorizes local governments to contract with each other and any agencies of the State of Texas.
- C. The objective of a cooperative purchasing program is to provide a mechanism for local governments to pool their collective purchasing power. Purchasing cooperatives save money in two ways: the price of the product and/or in the administrative cost savings from advertising for a formal solicitation.

II. Current Situation

The City of Galveston uses the contract with Progressive Commercial Aquatics to purchase pool maintenance chemicals, supplies, and equipment for Lasker Park Pool. Using the BuyBoard Cooperative Purchasing Contract gives the City volume discounted pricing; saving the City of Galveston money.

The original contract numbers and terms are as follows:

Contract #533-17 – Swimming Pool Chemicals, Supplies, and Equipment: June 1, 2017 through May 31, 2018 with two (2) possible one (1) year renewals. Renewed for one (1) year on April 27, 2018 through May 31, 2019 (Letter attached).

III. Issues

- 1. Cost – Not to exceed \$60,000.00
- 2. Timing – Current fiscal year
- 3. Term – Through May 31, 2019
- 4. No Departmental Issues





City of Galveston

DEPARTMENT OF PARKS AND RECREATION

2222 – 28th Street | Galveston, TX 77550

409-797-3700

IV. Alternatives in order of priority

- A. City Council approves purchasing pool maintenance chemicals, supplies, and equipment for Lasker Park Pool, using the BuyBoard Contract (#533-17) with Progressive Commercial Aquatics.
- B. City Council does not approve purchasing pool maintenance chemicals, supplies, and equipment for Lasker Park Pool, using the BuyBoard Contract (#533-17) with Progressive Commercial Aquatics.

V. Recommendation

Concur in alternative A and approve purchasing pool maintenance chemicals, supplies, and equipment for Lasker Park Pool, using the BuyBoard Contract (#533-17) with Progressive Commercial Aquatics.

VI. Fiscal Impact Report

Requested by:

Barbara Ekelund-Sanderson
Director of Parks & Recreation

Funding Source:

Lasker Park Pool Account

Cost of Implementation:

Not to exceed \$60,000 during fiscal year

Additional Information:

Continuing with proper maintenance of pool chemicals, supplies, and equipment at Lasker Park Pool is a high priority for the Parks Department to ensure the safety, health, and well-being of all whom visit the facility.

Respectfully Submitted,

Approved,

Barbara Ekelund-Sanderson
Director of Parks & Recreation

Brian Maxwell
City Manager





P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

April 27, 2018

Sent via email

To: Vendors Awarded BuyBoard Contract 533-17

Re: Swimming Pool Chemicals, Supplies, & Equipment
BuyBoard Contract 533-17

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Swimming Pool Chemicals, Supplies, & Equipment, BuyBoard Contract 533-17, effective June 1, 2017 through May 31, 2018, with two possible one-year renewals. At this time, we are renewing your contract through May 31, 2019.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me immediately via email at connie.burkett@tasb.org.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal. Evaluations will be made annually, prior to the expiration date of the contract term, and the BuyBoard reserves the right to discontinue the vendor's contract at that time.

Additionally, **all purchase orders must be processed through the BuyBoard. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member.** Accepting orders directly from a member entity without Cooperative authorization is a violation of the terms of your contract. We request your assistance in immediately forwarding any orders received directly from member entities. Purchase orders may be sent to us either by fax (800-211-5454) or by email (info@buyboard.com). If by chance an order sent directly to you has been unintentionally processed, please forward it to the Cooperative and note it as **RECORD ONLY** to prevent duplication.

If you have questions or comments concerning this renewal, please contact me as soon as possible at connie.burkett@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Connie W Burkett, CTSBS
Contract Administrator



The Local Government Purchasing Cooperative is endorsed by the Texas Association of School Boards,
Texas Municipal League, Texas Association of Counties, and the Texas Association of School Administrators.



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

April 26, 2017

Sent Via E-mail: tphelps4@austin.rr.com

Myles Phelps
Progressive Commercial Aquatics, Inc.
2510 Farrell Rd.
Houston, TX 77073

Re: Notice of The Local Government Purchasing Cooperative Award

Proposal Name and Number: Swimming Pool Chemicals, Supplies and Equipment, Proposal No. 533-17

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 6/1/2017 through 5/31/2018, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 533-17 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

- Vendor Quick Reference Sheet
- Electronic Catalog Format Instructions
- Vendor Billing Procedures

You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply.** Please forward by fax (1-800-211-5454) any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

Per proposal specifications, awarded vendors will have 30 days or sooner to submit their electronic catalog including pricing. If the electronic data is not provided within 30 days or sooner of notice of award, we reserve the right to inactivate any company's award information from the BuyBoard until such time the electronic data is received.

Finally, your proposal was awarded based on a number of factors, one was the marketing strategy you outlined in your response. The BuyBoard does provide some co-branding resources to assist in your marketing efforts if interested.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **BuyBoard Procurement Staff** at 800-695-2919.

5

Arturo Salinas
Director of Cooperative Procurement
v.3.17



The Local Government Purchasing Cooperative is endorsed by the Texas Association of School Boards,
Texas Municipal League, Texas Association of Counties, and the Texas Association of School Administrators.



8847

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PH: 800-695-2919 • FAX: 800-211-5454 • www.buyboard.com

PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Swimming Pool Chemicals,
Supplies and Equipment

Proposal Opening Date and Time:
October 27, 2016 at 2:00 PM

Proposal Number: 533-17

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Time Period: June 1, 2017 through May
31, 2018 with two (2) possible one-year renewals.

Anticipated Cooperative Board Meeting Date:
April 2017

Progressive Commercial Aquatics
Name of Proposing Company

10/24/16
Date

2510 Farrell Rd.
Street Address


Signature of Authorized Company Official

Houston TX 77073
City, State, Zip

Tim Phelps
Printed Name of Authorized Company Official

512-278-0801
Telephone Number of Authorized Company Official

Vice President Construction
Position or Title of Authorized Company Official

512-278-0804
Fax Number of Authorized Company Official

76-0202156
Federal ID Number

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions, General Terms and Conditions, Attachments/Forms, Item Specifications, and Line Items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;

Pricelist

H-N
N-N
E-Y



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4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by another governmental entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format for posting on the BuyBoard as a prerequisite to activation of your contract;
5. You have clearly identified any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a Form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



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VENDOR PURCHASE ORDER, REQUEST FOR QUOTES, AND INVOICE RECEIPT OPTIONS

Company: Progressive Commercial Aquatics General Contact Name: Myles Phelps

Purchase Orders: Purchase orders from Cooperative members will be available through the Internet or by facsimile.

Option 1: Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors that choose this option to assist them with retrieving their orders.

Option 2: Fax. Vendors need a designated fax line available at all times to receive purchase orders.

Please choose only one (1) of the following options for receipt of purchase orders and provide the requested information:

☒ I will use the **INTERNET** to receive purchase orders.

E-mail Address: tphelps4@austin-rr.com

Internet Contact: Laura Phelps Phone: 512-278-0801

Alternate E-mail Address: Mylesproagmatic@gmail.com

Alternate Internet Contact: Myles Phelps Phone: (949) 606-5869

☐ I will receive purchase orders via **FAX**.

Fax Number: _____

Fax Contact: _____

Phone: _____

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: tphelps4@austin-rr.com

Alternate E-mail Address: Mylesproagmatic@gmail.com

Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Mailing address: 2510 Farrell Rd

Department: Billing

City: Houston

State: TX

Zip Code: 77073

Contact Name: Vanessa Rojas

Phone: 281-982-0212

Fax: 281-443-1524

E-mail Address: ~~281-982-0212~~ Controller@proagmatic.com

Alternative E-mail Address: Chris@proagmatic.com



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FORM B

COMM.V.11.18.15

FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

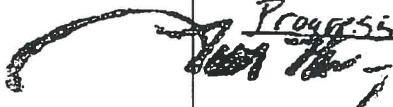
Please check (✓) one of the following:

- ☐ My company is a publicly-held corporation. (Advance notice requirements does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

 Progressive Commercial Aquatics Inc.
Company Name
Signature of Authorized Company Official Tim Phelps
Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

 Progressive Commercial Aquatics Inc.
Company Name
Signature of Authorized Company Official Tim Phelps
Printed Name

FORM C

COMM.V.11.18.15



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RESIDENT / NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a person whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions. Please check (✓) one of the following.

☒ I certify that my company is a **Resident Proposer**.

☐ I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name	_____		
	Address _____		
City	_____	State	_____
		Zip Code	_____

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☐ No

B. What is the prescribed amount or percentage? \$ _____ or _____ %

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas? Please check (✓) one of the following.

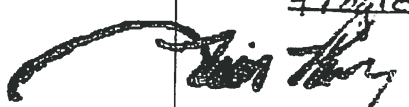
☐ Yes

☐ No

N/A

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification:

Progressive Commercial Aquatics Inc.
Company Name


Signature of Authorized Company Official

Tim Phelps
Printed Name



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HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (✓) all that apply

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business**

☐ **Women Owned Business**

☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

Name of Certifying Agency:

☒ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Progressive Commercial Aquatics Inc.
Company Name


Signature of Authorized Company Official

Tim Phelps
Printed Name



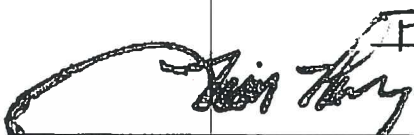
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AFFIRMATION REGARDING CONSTRUCTION-RELATED GOODS AND SERVICES

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, attached to this Form F, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services.

By signature below, the undersigned affirms that Proposer has read and understands the Advisory attached to this Form F and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.



Signature of Authorized Company Official

Progressive Commercial Aquatics
Company Name

Tim Phelps
Printed Name

10/24/16
Date



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BUYBOARD PROCUREMENT AND CONSTRUCTION-RELATED GOODS AND SERVICES ADVISORY FOR TEXAS MEMBERS

Why make purchases using BuyBoard? Purchasing through a cooperative or "interlocal contract" satisfies the requirement of local governments to seek competitive procurement for the purchase of goods or services.¹ Therefore, you may purchase goods and services from a vendor through BuyBoard without having to conduct your own competitive procurement. If, however, you are procuring construction-related services through a BuyBoard Job Order Contract (JOC) or contract for the installation of equipment or materials (e.g., athletic fields and surfaces, kitchen equipment, HVAC, playground equipment, or modular buildings), you may, as explained in this Advisory, need to procure certain aspects of these services using a separate procurement process outside of the BuyBoard and should consult your procurement officer and/or legal advisor for specific advice.

What is BuyBoard's Procurement Process? The BuyBoard uses a competitive procurement process to award contracts to vendors for goods and services that the BuyBoard determines, based on an evaluation of multiple criteria, represents the best value for its members.

How does BuyBoard award a contract to a vendor? As a condition of being awarded a BuyBoard contract, a vendor is bound by and must agree to comply with all the terms of the BuyBoard's proposal invitation (or specifications), the vendor's proposal response, and any additional contract terms negotiated with the BuyBoard member. Among other things, the vendor must honor the pricing submitted in the vendor's proposal. **THE PRICE YOU PAY FOR THE GOODS AND SERVICES COVERED BY THE BUYBOARD CONTRACT MAY BE LESS THAN THE AWARDED PRICING, BUT CANNOT BE MORE.** Additionally, the vendor must comply with the BuyBoard contract's general terms and conditions, and any additional terms and conditions that apply to the specific BuyBoard contract, as set out in the proposal invitation.

How does a BuyBoard member make purchases through the BuyBoard contract? You utilize the awarded BuyBoard contract by issuing a signed purchase order through the BuyBoard online application to procure the selected goods or services. Although BuyBoard must receive a copy of the signed purchase order, BuyBoard does not review or approve the purchase order or other supplemental agreement that you obtain – this is a matter between you and the vendor. If construction-related services are procured through the BuyBoard, additional contracts with professionals and the contractor may be required, depending on the nature and scope of the services. As stated above, you should consult your procurement officer and/or legal advisor for specific advice.

How do I know that my entity has made a purchase through the BuyBoard? BuyBoard must have a copy of the purchase order in order for the purchase to be considered a BuyBoard procurement. To ensure that your entity has satisfied state law requirements for competitive procurement, make sure that the BuyBoard has your purchase order. Do not rely on the vendor to submit the purchase order on your behalf; it is your responsibility to make sure that the BuyBoard has the signed purchase order. You may log in to www.buyboard.com using your member I.D. and password to view the Purchase Order Status Report to confirm that the purchase order is in the BuyBoard system.

What should BuyBoard members consider when using BuyBoard for construction-related purchases? While purchasing goods and services through BuyBoard satisfies your legal requirement to competitively procure a good or service, as a general matter you must keep in mind other legal requirements that may relate to the purchase, especially when using BuyBoard for construction-related procurement.



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When making construction-related purchases through a BuyBoard contract, BuyBoard members must consider the following:

- **Best value determination.** In compliance with Texas law and any local policy, your entity must first determine that purchasing through an interlocal contract or purchasing cooperative is the procurement method that will provide best value.⁴ This is done by the governing body (c.g., board of trustees, council, commissioners' court, etc.) or may be delegated by the governing body to an individual or committee, with written notice.
- **Products or services not covered by the BuyBoard contract.** The BuyBoard contract covers only the specific goods and services awarded by the BuyBoard. If you want to purchase from a BuyBoard vendor goods or services from a BuyBoard vendor that are not covered by the vendor's BuyBoard contract, such as architectural, design, or engineering services, you must procure them separately in accordance with state law and local policy.
- **Architectural or Engineering and Independent Testing services.** If your procurement includes a construction component that requires architectural or engineering services, you must procure those services separately. YOU MAY NOT PROCURE ARCHITECTURAL OR ENGINEERING SERVICES THROUGH A BUYBOARD CONTRACT. Texas law requires architectural and engineering services to be obtained in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and prohibits them from being procured through a purchasing cooperative.⁵
 - **Architecture.** A new building owned by a political subdivision having construction costs exceeding \$100,000 or an alteration or addition to an existing building having construction costs exceeding \$50,000 must have architectural plans and specifications prepared by an architect.⁶ (An "alteration" or "addition" for purposes of this requirement requires the removal, relocation, or addition of a wall or partition or the alteration or addition of an exit.)
 - **Engineering.** If the goods or services procured through the BuyBoard will involve engineering in which the public health, welfare, or safety is involved, the plans for structural, mechanical, electrical, electronic, fire suppression, geotechnical systems, foundation design, surface water drainage, plumbing and certain roof modifications and associated estimates must be prepared by an engineer, and the engineering construction must be performed under the direct supervision of an engineer.⁷ The Engineering Practice Act provides two exceptions to this rule – no engineer is required if (1) the project involves mechanical or electrical engineering and will cost \$8,000 or less, or (2) the project does not require mechanical or electrical engineering and will cost \$20,000 or less.⁸
 - **Independent Testing.** If acceptance of a facility by a public entity involves independent testing of construction materials engineering and/or verification testing services, the testing services should be procured under the Professional Services Procurement Act, and may not be procured under a BuyBoard contract.
 - **Written Certification.** Effective 09/01/2013, a local governmental entity purchasing construction-related goods and services through a cooperative in an amount that exceeds \$50,000 must designate a person to certify in writing that the project does not require the preparation of plans or specifications by an architect or engineer OR that an architect or engineer has prepared the plans or specifications.⁹



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- **Bonds.** You must also consider whether the vendor is required to provide a payment or performance bond. A payment bond is required for contracts that exceed \$25,000 to protect subcontractors who supply labor or materials for the project. A performance bond is required for a contract that exceeds \$100,000, to protect the local government if a contractor fails to complete the project.^{va} Without payment and performance bonds, if the contractor fails to pay its subcontractors or to complete the project, the public entity that entered the contract can be held responsible for payment claims or costs to complete.
- **Construction Contract.** Even though the procurement of construction or construction-related services may be through the BuyBoard, your construction contract is between your entity and the contractor. The BuyBoard contract's general terms and conditions, standing alone, are not sufficient to document your entity's specific transaction. THEREFORE, YOU SHOULD USE AN APPROPRIATE FORM OF CONSTRUCTION CONTRACT JUST AS YOU WOULD DO IF YOU PROCURED CONSTRUCTION SERVICES INDEPENDENTLY, USING COMPETITIVE SEALED PROPOSALS. The contract must contain provisions required by state law including: performance and payment bonds, requirements for payment of prevailing wages to all construction workers, workers' compensation coverage for all workers and, on projects where contractor employees may have direct contact with students, criminal history record checks. Other provisions which should be considered in the construction contract are retainage, contingency, liquidated damages and dispute resolution, among others. By supplementing the BuyBoard contract with an appropriate form of construction contract, you ensure that your entity's unique interests are addressed and that your entity can enforce the contract directly.
- **Legal advice.** Because of the variety of laws that relate to construction-related purchasing and the potential risk of high exposure, you are well-advised to consult with your entity's legal counsel before procuring construction-related goods and services under any procurement method, including a purchasing cooperative.

This Advisory is provided for educational purposes only to facilitate a general understanding of the law. This Advisory is neither an exhaustive treatment on the subject nor is it intended to substitute for the advice of an attorney.

For more information about BuyBoard, contact us at 800-695-2919.

-
- i. Tex. Gov't Code §791.025 and Tex. Local Gov't Code §271.102.
 - ii. Tex. Ed. Code §44.031(a) (school districts); Tex. Local Gov't Code §252.043(a)(municipalities) and §262.022(5-a) and §262.027(counties)
 - iii. Tex. Gov't Code §2254.004 and §791.011(h)
 - iv. Tex. Occ. Code §1051.703
 - v. Tex. Occ. Code §1001.0031(c)
 - vi. Tex. Occ. Code §1001.053
 - vii. Tex. Gov't Code §791.011(j), effective September 1, 2013
 - viii. Tex. Gov't Code §2253.021(a)

Issued March 31, 2014



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DEVIATION AND COMPLIANCE SIGNATURE FORM

If your company intends to deviate from the General Terms and Conditions, Item Specifications or other requirements associated with this Proposal Invitation, you must list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form, an attachment to this form, or elsewhere in your Proposal. (If you do not provide the information on or as an attachment to this form, the information must be clearly identified in your Proposal.) The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Item Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation.

☒ **No;** Deviations

☐ **Yes;** Deviations

List and fully explain any deviations you are submitting:

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☒ Common Carrier ☒ Company Truck ☐ Prepaid and Add to Invoice ☐ Other:

2. Payment Terms: ☒ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other:

3. Number of Days for Delivery: 4 ARO

4. Vendor Reference/Quote Number: _____

5. State your return policy: No Returns

6. Are electronic payments acceptable? ☒ Yes ☐ No

7. Are credit card payments acceptable? ☒ Yes ☐ No

Progressive Commercial Agencies Inc.
Company Name

[Signature]
Signature of Authorized Company Official
FORM G

Tim Phelps
Printed Name

COMM.V.11.18.15



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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary.

Progressive Commercial Aquatics Inc.
Company Name
2510 Farrell Rd.
Address
Houston TX 77073
City State Zip
281-982-0212 281-443-1524
Phone Number Fax Number
Steve Davis
Contact Person

Progressive Commercial Aquatics Inc.
Company Name
15666 Schmidt loop
Address
Miner TX 78653
City State Zip
512-278-0801 512-278-0804
Phone Number Fax Number
Laura Phelps
Contact Person



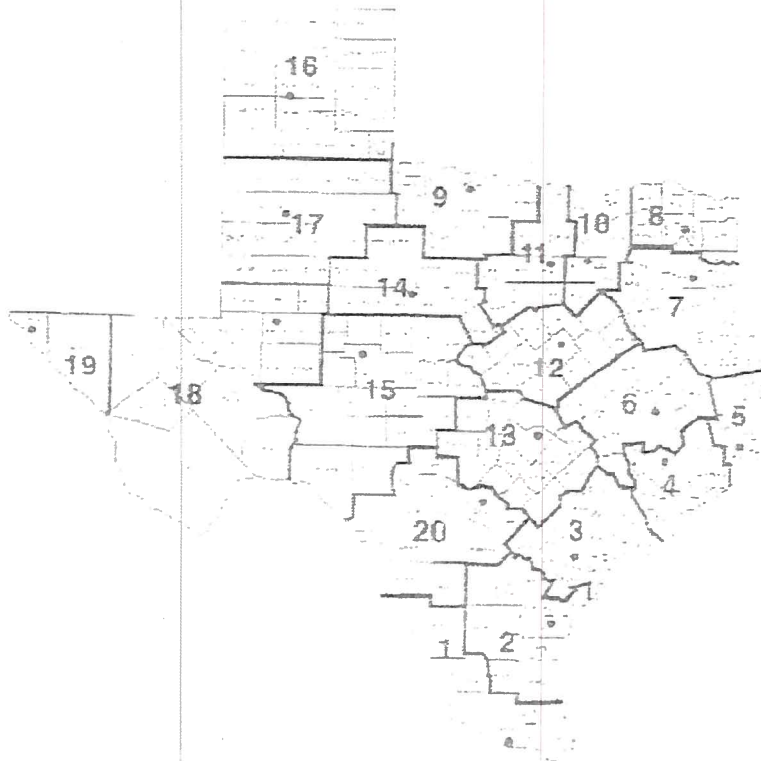
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TEXAS REGIONAL SERVICE DESIGNATION

Unless you designate otherwise on this form, you agree to service members of The Local Government Purchasing Cooperative statewide!

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



- ☒ I will service Texas Cooperative members statewide.
- ☐ I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

Region	Headquarters
☐ 1	Edinburg
☐ 2	Corpus Christi
☐ 3	Victoria
☐ 4	Houston
☐ 5	Beaumont
☐ 6	Huntsville
☐ 7	Kilgore
☐ 8	Mount Pleasant
☐ 9	Wichita Falls
☐ 10	Richardson
☐ 11	Fort Worth
☐ 12	Waco
☐ 13	Austin
☐ 14	Abilene
☐ 15	San Angelo
☐ 16	Amarillo
☐ 17	Lubbock
☐ 18	Midland
☐ 19	El Paso
☐ 20	San Antonio

Progressive Commercial Agencies Inc.
Company Name

Tim Phelps
Signature of Authorized Company Official

Tim Phelps
Printed Name

- ☐ I will not service members of the Texas Cooperative.



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STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)

☐ I will service all states in the United States.

☒ I will not service all states in the United States. I will service only the states checked below:

- | | |
|--|---|
| ☐ Alabama | ☐ Nebraska |
| ☐ Alaska | ☐ Nevada |
| ☐ Arizona | ☐ New Hampshire |
| ☐ Arkansas | ☐ New Jersey |
| ☐ California (Public Contract Code 20118 & 20652) | ☐ New Mexico |
| ☐ Colorado | ☐ New York |
| ☐ Connecticut | ☐ North Carolina |
| ☐ Delaware | ☐ North Dakota |
| ☐ District of Columbia | ☐ Ohio |
| ☐ Florida | ☐ Oklahoma |
| ☐ Georgia | ☐ Oregon |
| ☐ Hawaii | ☐ Pennsylvania |
| ☐ Idaho | ☐ Rhode Island |
| ☐ Illinois | ☐ South Carolina |
| ☐ Indiana | ☐ South Dakota |
| ☐ Iowa | ☐ Tennessee |
| ☐ Kansas | ☒ Texas |
| ☐ Kentucky | ☐ Utah |
| ☐ Louisiana | ☐ Vermont |
| ☐ Maine | ☐ Virginia |
| ☐ Maryland | ☐ Washington |
| ☐ Massachusetts | ☐ West Virginia |
| ☐ Michigan | ☐ Wisconsin |
| ☐ Minnesota | ☐ Wyoming |
| ☐ Mississippi | |
| ☐ Missouri | |
| ☐ Montana | |

This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

Progressive Commercial Aquatics Inc.
Company Name

Tim Phelps
Printed Name

[Signature]
Signature of Authorized Company Official



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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.



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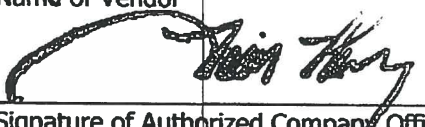
6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Progressive Commercial Aquatics
Name of Vendor


Signature of Authorized Company Official

10/24/16
Date

533-17
Proposal Invitation Number

Tim Phelps
Printed Name of Authorized Company Official



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FEDERAL AND STATE/PURCHASING COOPERATIVE DISCOUNT COMPARISON FORM

The Cooperative strives to provide its members with the best services and products at the best prices available. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with prices/discounts you offer federal and state entities and other interlocal purchasing cooperatives (collectively referred to as "purchasing cooperative" in this form). Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$1,600,000.00 (The period of the 12 month period is 10/1/06 - 10/1/07). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. Based on your written discounting policies are the discounts you offer the Cooperative equal to or better than the best price you offer other purchasing cooperatives acquiring the same items regardless of quantity or terms and conditions?
YES ☒ NO ☐
3. Based on your written discounting policies, provide the information requested below for other purchasing cooperatives, either in the chart below or in an equivalent format. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	DISCOUNT (%)	QUANTITY/VOLUME	FOB TERM
1. Federal General Services Adm.			
2. T-PASS			
3. U.S. Communities Purchasing Alliance			
4. The Cooperative Purchasing Network			
5. Houston-Galveston Area Council			
6. Other <u>Buyboard</u>	<u>4% - 23%</u>	<u>1,600,000</u>	<u>Net 30</u>

☒ MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 4% - 23% Proposed Discount (%): 4% - 23%

Explanation: Each price sheet is different based off of the vendor so there is no all around discount. Some cost increased.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Company Name

Progressive Commercial Aquatics Inc.

Signature of Authorized Company Official
FORM 1

Tim Phelps
Printed Name

COMM.V.11.18.15



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GOVERNMENTAL REFERENCES AND PRICE/DISCOUNT INFORMATION

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Discount	Quantity/ Volume	FOB Term
1. City of College Station	VERA	(979) 228-9395	N/A	\$120,000/yr	prepay
2. City of San Marcos	Lance	(512) 734-7814	N/A	\$100,000/yr	prepay
3. City of Cedar Park	Brian	(512) 426-6231	N/A	\$150,000/yr	prepay
4. City of Georgetown	Harold	(512) 318-3613	N/A	\$200,000/yr	prepay
5. Linder ISD	Kevin	(734) 709-3909	N/A	\$100,000/yr	prepay

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? YES ☐ NO ☒ If YES, please explain:

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

Progressive Commercial Aquatics Inc.
Company Name

Tim Phelps
Signature of Authorized Company Official

Tim Phelps
Printed Name



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MARKETING STRATEGY

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (*Example: How your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.*)

Attach additional pages if necessary.

Website, emails, Facebook and social media,
Conventions as well as tradeshow and sales calls

Progressive Commercial Aquatics
Company Name


Signature of Authorized Company Official

Tim Phelps
Printed Name



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CONFIDENTIAL/PROPRIETARY INFORMATION FORM

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:



NO. I certify that none of the information included with this Proposal is considered confidential or proprietary.



YES. I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

(Attach additional sheets if needed.)



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B. Copyright Information

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:



NO, Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.



YES, Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: _____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Progressive Commercial Aquatics
Company Name

Tim Phelps
Signature of Authorized Company Official

Tim Phelps
Printed Name

10/24/10
Date



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VENDOR BUSINESS NAME FORM

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: Progressive Commercial Aquatics Inc.
(List the legal name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)

Please check (✓) one of the following:

Type of Business:

Individual/Sole Proprietor
Corporation
Limited Liability Company
Partnership
Other

X

If other, identify _____

State of Incorporation (if applicable): TX

Federal Employer Identification Number: 760202156
(Vendor must include a completed IRS W-9 form with their proposal)

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Progressive Commerical Aquatics Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

2510 Farrell Rd

6 City, state, and ZIP code

Houston TX 77073

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

____ - ____ - ____

OR

Employer identification number

7 6 - 0 2 0 2 1 5 6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person

Charles R. [Signature]

Date ▶ **1/5/2016**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



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EDGAR VENDOR CERTIFICATION FORM (2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

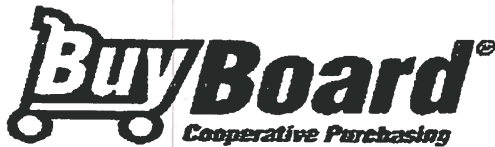
Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity.

By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Vendor Certification, Item 1 (Vendor Violation or Breach of Contract Terms)

- ☒ **YES, I agree to the above.** (Initial:)
- ☐ **NO, I do NOT agree to the above.** (Initial:)



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2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.

Vendor Certification, Item 2 (Termination for Cause or Convenience):

- ☒ YES, I agree to the above. (Initial: JP)
☐ NO, I do NOT agree to the above. (Initial: _____)

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Vendor Certification, Item 3 (Equal Employment Opportunity):

- ☒ YES, I agree to the above. (Initial: JP)
☐ NO, I do NOT agree to the above. (Initial: _____)



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4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Vendor Certification, Item 4 (Davis-Bacon Act):

- ☒ YES, I agree to the above. (Initial: P)
☐ NO, I do NOT agree to the above. (Initial:)

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Vendor Certification, Item 5 (Contract Work Hours and Safety Standards Act):

- ☒ YES, I agree to the above. (Initial: P)
☐ NO, I do NOT agree to the above. (Initial:)



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6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

Vendor Certification, Item 6 (Right to Inventions Made Under a Contract or Agreement):

- ☒ **YES, I agree to the above.** (Initial: JP)
☐ **NO, I do NOT agree to the above.** (Initial: _____)

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Vendor Certification, Item 7 (Clean Air Act and Federal Water Pollution Control Act):

- ☒ **YES, I agree to the above.** (Initial: JP)
☐ **NO, I do NOT agree to the above.** (Initial: _____)

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.



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Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor Certification, Item 8 (Debarment and Suspension):

- ☒ **YES, I agree / certify to the above.** (Initial: JF)
☐ **NO, I do NOT agree / certify to the above.** (Initial:)

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) – Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Vendor Certification, Item 9 (Byrd Anti-Lobbying Amendment):

- ☒ **YES, I agree to the above.** (Initial: JF)
☐ **NO, I do NOT agree to the above.** (Initial:)

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



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Vendor Certification, Item 10 (Procurement of Recovered Materials):

- ☒ YES, I agree to the above. (Initial: JP)
☐ NO, I do NOT agree to the above. (Initial: _____)

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Vendor Certification, Item 11 (Profit as Separate Element of Price):

- ☒ YES, I agree to the above. (Initial: JP)
☐ NO, I do NOT agree to the above. (Initial: _____)

12. General Compliance and Cooperation with Cooperative Members

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification, Item 12 (General Compliance and Cooperation with Cooperative Members):

- ☒ YES, I agree to the above. (Initial: JP)
☐ NO, I do NOT agree to the above. (Initial: _____)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Progressive Commercial Aquatics Inc.
Company Name

Jim Phelps
Signature of Authorized Company Official

Jim Phelps
Printed Name



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REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- ☒ **Completed: Proposer's Agreement and Signature (Form A)**
- ☒ **Completed: Vendor Purchase Order, Request for Quotes, and Invoice Receipt Options (Form B)**
- ☒ **Completed: Felony Conviction Disclosure and Debarment Certification (Form C)**
- ☒ **Completed: Resident/Nonresident Certification (Form D)**
- ☒ **Completed: Historically Underutilized Business (HUB) Certification (Form E)**
- ☒ **Completed: Affirmation Regarding Construction Related Goods and Services (Form F)**
- ☒ **Completed: Deviation/Compliance Signature Form (Form G)**
- ☒ **Completed: Dealership Listings (Form H)**
- ☒ **Completed: Texas Regional Service Designation (Form I)**
- ☒ **Completed: State Service Designation (Form J)**
- ☒ **Completed: National Purchasing Cooperative Vendor Award Agreement (Form K)**
- ☒ **Completed: Federal and State/Purchasing Cooperative Discount Comparison Form (Form L)**
- ☒ **Completed: Governmental References and Price/Discount Information (Form M)**
- ☒ **Completed: Marketing Strategy (Form N)**
- ☒ **Completed: Confidential/Proprietary Information Form (Form O)**
- ☒ **Completed: Vendor Business Name Form with IRS Form W-9 (Form P)**
- ☒ **Completed: EDGAR Vendor Certification Form (Form Q)**
- ☒ **Completed: Forms Checklist (Form R)**
- ☒ **Completed: Proposal Specification Form with Catalogs/Pricelists (Form S)**
**Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*



Proposal Invitation No. 533-17-Swimming Pool Chemicals, Supplies and Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

NOTE: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form (Form S) must submit the information as follows or proposal may not be considered:					
• Manufacturers shall be listed in alphabetical order					
• Vendor's must list one specific percentage discount for each Manufacturer listed.					
If a vendor's response to Proposal Specification Form (Form S) states "please see attachment sheet," all manufacturers listed on the attachment sheet must indicate per manufacturer the line item that correlates to Proposal Specification Form (Form S) or Vendor's proposal may not be considered.					
Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Exceptions to Discount
Section 1: Swimming Pool Water Treatment Chemicals, Supplies, and Equipment					
1	Discount (%) Off Catalog/Pricelist for Swimming Pool Chemicals	Please state the discount (%) off catalog/pricelist for Swimming Pool Chemicals . Catalog/Pricelist MUST be included or proposal will not be considered.	10 %	PCA Accutab Blue Pricelist PCA Chemical Pricelist	Regions: 1, 2, 3, 4, 6, 7, 8, 12, 13, 14, 15, 18, 19, 20
2	Discount (%) Off Catalog/Pricelist for Swimming Pool Chemical Feed Systems	Please state the discount (%) off catalog/pricelist Swimming Pool Chemical Feed Systems . Catalog/Pricelist MUST be included or proposal will not be considered.	10% PPG 10-25 Mel %	PPG Accutab Feeder list PCA Chem feed pumps 25% Parts 10% Santa Barbara Control Systems 20% off Catalog Santa Barbara Control Systems 15% off parts	
3	Discount (%) Off Catalog/Pricelist for Swimming Pool Mechanical Equipment	Please state the discount (%) off catalog/pricelist Swimming Pool Mechanical Equipment (Pumps, Motors, Filters, etc.) Catalog/Pricelist MUST be included or proposal will not be considered.	15-20% SDCS 5% Agvionics 17% Energyrite 23% Copperfin 2 % 23% Agvas 4% Neptune	Agvionics UV Ischlor Energyrite Copperfin 2 Ischlor Agvas Ischlor Neptune Benson	
4	Discount (%) Off Catalog/Pricelist for Swimming Pool Water Testing Products	Please state the discount (%) off catalog/pricelist for Swimming Pool Water Testing Products . Catalog/Pricelist MUST be included or proposal will not be considered.	%		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

Page 1 of 4

PROPOSAL SPECIFICATION FORM
FORM S



Proposal Invitation No. 533-17-Swimming Pool Chemicals, Supplies and Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
	Discount (%) Off Catalog/Pricelist for Swimming Pool Automatic Cleaning Equipment	Please state the discount (%) off catalog/pricelist for Swimming Pool Automatic Cleaning Equipment (Vacuums, etc.) Catalog/Pricelist MUST be included or proposal will not be considered.	<u>10%</u>	<u>PCA Automatic Vac Pricelist</u>	
5	Discount (%) Off Catalog/Pricelist for Swimming Pool Underwater Lights and Electrical Accessories	Please state the discount (%) off catalog/pricelist for Swimming Pool Underwater Lights and Electrical Accessories . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>20%</u>	<u>PCA Manual Vac Pricelist</u>	
6	Discount (%) Off Catalog/Pricelist for Swimming Pool Main Drains, Fittings, and Skimmers	Please state the discount (%) off catalog/pricelist for Swimming Pool Main Drains, Fittings, and Skimmers . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>20%</u>	<u>PCA Lighting Pricelist</u>	
7	Discount (%) Off Catalog/Pricelist for Swimming Pool Coatings and Compounds	Please state the discount (%) off catalog/pricelist for Swimming Pool Coatings and Compounds . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>4% Neptune</u> <u>7% Paddock%</u>	<u>Neptune Benson</u> <u>Paddock pricelist</u>	
8	Discount (%) Off Catalog/Pricelist for Swimming Pool Covers and Storage Reels	Please state the discount (%) off catalog/pricelist for Swimming Pool Covers and Storage Reels . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>6% Spray Deck</u> <u>5% Plaster%</u>	<u>PCA Spray Deck</u> <u>PCA Plaster</u>	
9			<u>12%</u>	<u>Spectrum Blankets and Reels</u>	

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

Page 2 of 4

PROPOSAL SPECIFICATION FORM
FORM S



Proposal Invitation No. 533-17-Swimming Pool Chemicals, Supplies and Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
	Discount (%) Off Catalog/Pricelist for Swimming Pool Furniture and Supplies	Please state the discount (%) off catalog/pricelist for Swimming Pool Furniture and Supplies. Catalog/Pricelist MUST be included or proposal will not be considered.			
10	Discount (%) Off Catalog/Pricelist for Swimming Pool Furniture and Supplies	Please state the discount (%) off catalog/pricelist for Swimming Pool Furniture and Supplies. Catalog/Pricelist MUST be included or proposal will not be considered.	12 %	Spectrum pricelist	
11	Discount (%) Off Catalog/Pricelist for Swimming Pool Ladders, Rails, Slides, and Diving Boards	Please state the discount (%) off catalog/pricelist for Swimming Pool Ladders, Rails, Slides, and Diving Boards. Catalog/Pricelist MUST be included or proposal will not be considered.	12 %	Spectrum pricelist	
12	Discount (%) Off Catalog/Pricelist for Swimming Life Jackets	Please state the discount (%) off catalog/pricelist for Swimming Life Jackets. Catalog/Pricelist MUST be included or proposal will not be considered.	— %		
13	Discount (%) Off Catalog/Pricelist for Swimming Pool Repair Parts	Please state the discount (%) off catalog/pricelist for Swimming Pool Repair Parts. Catalog/Pricelist MUST be included or proposal will not be considered.	— %		
14	Discount (%) Off Catalog/Pricelist for All Other Related Swimming Pool Products	Please state the discount (%) off catalog/pricelist for All Other Related Swimming Pool Products. Catalog/Pricelist MUST be included or proposal will not be considered.	4% Neptune 5% Agionics 12 %	Neptune Benson Agionics pricelist Spectrum pricelist	

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

Page 3 of 4

PROPOSAL SPECIFICATION FORM
FORM S



Proposal Invitation No. 533-17-Swimming Pool Chemicals, Supplies and Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Section II: Installation and Repair Service		Not to Exceed Hourly Labor Rate	Detailed Information on Hourly Labor Rate	Exceptions to Hourly Labor Rate
15	Not to Exceed Hourly Labor Rate for Installation/Repair of Swimming Pool Water Treatment Chemicals, Supplies, and Equipment	Hourly Labor Rate for Installation/Repair of Swimming Pool Water Treatment Chemicals, Supplies, and Equipment -- State the Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.	\$ 95 /Hour	Travel in certain Areas + 50 miles
16	Not to Exceed Hourly Labor Rate for Installation/Repair of Swimming Pool Coatings and Compounds	Hourly Labor Rate for Installation/Repair of Swimming Pool Coatings and Compounds -- State the Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.	\$ 95 /Hour	Travel in certain Areas + 50 miles

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

Page 4 of 4

PROPOSAL SPECIFICATION FORM S



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**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 1**

Proposal Invitation No. 533-17-Swimming Pool Chemicals, Supplies and Equipment

The following information becomes a permanent part of the Proposal Invitation document:

PROPOSER'S AGREEMENT AND SIGNATURE FORM:

Contract Time Period: June 1, 2017 through May 31, 2018 with two (2) possible one-year renewals.

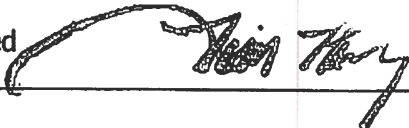
Proposal Opening Date and Time: December 1, 2016 at 2:00 P.M.

Anticipated Cooperative Board Meeting Date: April 2017

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: Progressive Commercial Aquatics Inc.

Address: 15616 Schmidt Loop, MANOR, TX 78653

Signature of Authorized Company Official:  Title: Vice Pres. Construction

Telephone Number: 512-278-0801 Date: 10/24/16



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NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270)

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Progressive Commercial Aquatics, Inc.

Company Name

Signature of Authorized Company Official

Tim Phelps

Printed Name

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Progressive Commercial Aquatics, Inc.

Company Name

Signature of Authorized Company Official

Tim Phelps

Printed Name

Part Number	Manufacturer Name	Contract	Category	Short Description	Unit of Measure	Price
11473	Neptune Benson	533-17	1,5	CO2 Feed System	each	\$513.21
11511	Neptune Benson	533-17	1,5	Griswold Impeller R8FH50	each	\$1,615.93
11514	Neptune Benson	533-17	1,5	Griswold Impeller R2GM5	each	\$613.32
11598	Neptune Benson	533-17	1,5	VFD 208/230V 5HP 3PH	each	\$3,590.40
11616	Neptune Benson	533-17	1,5	VFD 380/460V 40HP 3PH	each	\$7,286.40
11936	Neptune Benson	533-17	1,5	Griswold Impeller R4FM5T	each	\$787.69
11941	Neptune Benson	533-17	1,5	Griswold Impeller R6EM30	each	\$1,985.95
11943	Neptune Benson	533-17	1,5	Griswold Impeller R3GL5	each	\$575.82
12135	Neptune Benson	533-17	1,5	Griswold Impeller R6FM30	each	\$969.16
12153	Neptune Benson	533-17	1,5	Griswold Impeller R4FH15	each	\$716.73
12245	Neptune Benson	533-17	1,5	Valve Solenoid Pneumatic 240V	each	\$202.61
12253	Neptune Benson	533-17	1,5	Griswold Impeller R4FM7.5	each	\$787.69
12273	Neptune Benson	533-17	1,5	Basket Strainer 3"-4" T316SS	each	\$568.94
12274	Neptune Benson	533-17	1,5	Basket Strainer 5"-8" T316SS	each	\$659.47
12275	Neptune Benson	533-17	1,5	Basket Strainer 10"-12" T316SS	each	\$990.51
12276	Neptune Benson	533-17	1,5	Basket Strainer 14"-16" T316SS	each	\$1,218.31
12308	Neptune Benson	533-17	1,5	Valve Solenoid Pneumatic 120V	each	\$271.04
12705	Neptune Benson	533-17	1,5	CO2 Feed System- High Input	each	\$526.34
12707	Neptune Benson	533-17	1,5	CO2 Inline Heater	each	\$343.20
13000	Neptune Benson	533-17	1,5	Griswold Impeller R6FM15	each	\$1,147.57
13504	Neptune Benson	533-17	1,5	VFD 380/480V 60HP 3PH	each	\$29,915.16
13520	Neptune Benson	533-17	1,5	VFD 380/480V 30HP 3PH	each	\$21,422.63
13531	Neptune Benson	533-17	1,5	Valve Solenoid Slowclose 1"	each	\$277.58
13532	Neptune Benson	533-17	1,5	Valve Solenoid Slowclose 1.5"	each	\$413.46
13533	Neptune Benson	533-17	1,5	Valve Solenoid Slowclose .75"	each	\$216.48
13616	Neptune Benson	533-17	1,5	Valve Air Relief 3/4"	each	\$238.10
142711010B	Neptune Benson	533-17	1,5	Media Sand #20 .45MM-.55 MM	100 LB	\$19.81
15004X3CNSFG	Neptune Benson	533-17	1,5	Reducer Concentric 4"x3" Fiberglass	each	\$271.77
15004X3CNSPC	Neptune Benson	533-17	1,5	Reducer Concentric 4"x3" SS W/powdercoat	each	\$312.10
15004X3ECSFG	Neptune Benson	533-17	1,5	Reducer Eccentric 4"x3" Fiberglass	each	\$286.44
15004X3ECSPC	Neptune Benson	533-17	1,5	Reducer Eccentric 4"x3" SS W/Powdercoat	each	\$329.29
1500515-PO	Neptune Benson	533-17	1,5	Flowsensor Signet .5"-4"	each	\$521.66
1500515-P1	Neptune Benson	533-17	1,5	Flowsensor Signet 5"-8"	each	\$541.27
15005X3ECSPC	Neptune Benson	533-17	1,5	Reducer Eccentric 5"X3" SS W/powdercoat	each	\$319.24
15005X4CNSFG	Neptune Benson	533-17	1,5	Reducer Concentric 5"X4" Fiberglass	each	\$289.02
15005X4ECSFG	Neptune Benson	533-17	1,5	Reducer Eccentric 5"X4" Fiberglass	each	\$354.95
15006X3CNSFG	Neptune Benson	533-17	1,5	Reducer Concentric 6"X3" Fiberglass	each	\$359.84
15006X3CNSPC	Neptune Benson	533-17	1,5	Reducer Concentric 6"X3" SS W/powdercoat	each	\$370.14
15006X3ECSFG	Neptune Benson	533-17	1,5	Reducer Eccentric 6"X3" Fiberglass	each	\$359.84
15006X3ECSPC	Neptune Benson	533-17	1,5	Reducer Eccentric 6"X3" SS W/Powdercoat	each	\$448.66
15006X4CNSFG	Neptune Benson	533-17	1,5	Reducer Concentric 6"X4" Fiberglass	each	\$394.17
15006X4CNSPC	Neptune Benson	533-17	1,5	Reducer Concentric 6"X4" SS W/Powdercoat	each	\$380.62
15006X4ECSFG	Neptune Benson	533-17	1,5	Reducer Eccentric 6"X4" Fiberglass	each	\$394.17
15006X4ECSPC	Neptune Benson	533-17	1,5	Reducer Eccentric 6"X4" SS W/Powdercoat	each	\$397.85
15006X5CNSFG	Neptune Benson	533-17	1,5	Reducer Concentric 6"X5" Fiberglass	each	\$425.91
15006X5CNSPC	Neptune Benson	533-17	1,5	Reducer Concentric 6"X5" SS W/ Powdercoat	each	\$389.51
15006X5ECSFG	Neptune Benson	533-17	1,5	Reducer Eccentric 6"X5" Fiberglass	each	\$425.91
15006X5ECSPC	Neptune Benson	533-17	1,5	Reducer Eccentric 6"X5" SS W/Powdercoat	each	\$406.75

Part Number	Manufacturer Name	Contract	Category	Short Description	Unit of Measure	Price
15008X3CNFG	Neptune Benson	533-17	1,5	Reducer Concentric 8"X3" Fiberglass	each	\$462.69
15008X3CNSPC	Neptune Benson	533-17	1,5	Reducer Concentric 8"X3" SS W/powdercoat	each	\$522.73
15008X3ECSPC	Neptune Benson	533-17	1,5	Reducer Eccentric 8"X3" SS W/ Powdercoat	each	\$547.64
15008X4CNSFG	Neptune Benson	533-17	1,5	Reducer Concentric 8"X4" Fiberglass	each	\$494.44
15008X4CNSPC	Neptune Benson	533-17	1,5	Reducer Concentric 8"X4" SS W/powdercoat	each	\$468.98
15008X4ECSPC	Neptune Benson	533-17	1,5	Reducer Eccentric 8"X4" Fiberglass	each	\$494.44
15008X4ECSPC	Neptune Benson	533-17	1,5	Reducer Eccentric 8"X4" SS W/ Powdercoat	each	\$485.98
15008X5CNSFG	Neptune Benson	533-17	1,5	Reducer Concentric 8"X5" Fiberglass	each	\$504.21
15008X5CNSPC	Neptune Benson	533-17	1,5	Reducer Concentric 8"X5" SS W/powdercoat	each	\$477.67
15008X5ECSPC	Neptune Benson	533-17	1,5	Reducer Eccentric 8"X5" Fiberglass	each	\$526.18
15008X5ECSPC	Neptune Benson	533-17	1,5	Reducer Eccentric 8"X5" SS W/ Powdercoat	each	\$494.88
15008X6CNSFG	Neptune Benson	533-17	1,5	Reducer Concentric 8"X6" Fiberglass	each	\$560.38
15008X6CNSPC	Neptune Benson	533-17	1,5	Reducer Concentric 8"X6" SS W/ Powdercoat	each	\$487.73
15008X6ECSPC	Neptune Benson	533-17	1,5	Reducer Eccentric 8"X6" Fiberglass	each	\$560.38
15008X6ECSPC	Neptune Benson	533-17	1,5	Reducer Eccentric 8"X6" SS W/ Powdercoat	each	\$504.94
1500NBFG03R1	Neptune Benson	533-17	1,5	Strainer H&L Guardian 3"	each	\$1,665.85
1500NBFG04R1	Neptune Benson	533-17	1,5	Strainer H&L Guardian 4"	each	\$1,681.53
1500NBFG06R1	Neptune Benson	533-17	1,5	Strainer H&L Guardian 6"	each	\$2,064.05
1500NBFG08R1	Neptune Benson	533-17	1,5	Strainer H&L Guardian 8"	each	\$2,153.60
1500NBFG10R1	Neptune Benson	533-17	1,5	Strainer H&L Guardian 10"	each	\$3,084.56
1500NBFG12R1	Neptune Benson	533-17	1,5	Strainer H&L Guardian 12"	each	\$3,328.58
1500NBFG14R1	Neptune Benson	533-17	1,5	Strainer H&L Guardian 14"	each	\$4,569.29
1500NBFG16R1	Neptune Benson	533-17	1,5	Strainer H&L Guardian 16"	each	\$6,226.95
15010X5CNSFG	Neptune Benson	533-17	1,5	Reducer Concentric 10"x5" Fiberglass	each	\$658.35
15010X5CNSPC	Neptune Benson	533-17	1,5	Reducer Concentric 10"X5"SS W/powdercoat	each	\$577.33
15010X5ECSPC	Neptune Benson	533-17	1,5	Reducer Eccentric 10"X5" Fiberglass	each	\$658.35
15010X5ECSPC	Neptune Benson	533-17	1,5	Reducer Eccentric 10"X5"SS W/ Powdercoat	each	\$594.55
15010X6CNSFG	Neptune Benson	533-17	1,5	Reducer Concentric 10"X6" Fiberglass	each	\$692.53
15010X6CNSPC	Neptune Benson	533-17	1,5	Reducer Concentric 10"X6" SS W/powdercoat	each	\$586.90
15010X6ECSPC	Neptune Benson	533-17	1,5	Reducer Eccentric 10"X6" Fiberglass	each	\$692.53
15010X6ECSPC	Neptune Benson	533-17	1,5	Reducer Eccentric 10"X6" SS W/ Powdercoat	each	\$604.06
15010X8CNSFG	Neptune Benson	533-17	1,5	Reducer Concentric 10"X8" Fiberglass	each	\$780.46
15010X8CNSPC	Neptune Benson	533-17	1,5	Reducer Concentric 10"X8" SS W/powdercoat	each	\$618.95
15010X8ECSPC	Neptune Benson	533-17	1,5	Reducer Eccentric 10"X8" Fiberglass	each	\$780.46
15010X8ECSPC	Neptune Benson	533-17	1,5	Reducer Eccentric 10"X8" SS W/ Powdercoat	each	\$636.13
15012X6CNSFG	Neptune Benson	533-17	1,5	Reducer Concentric 12"X6" Fiberglass	each	\$824.70
15012X6CNSPC	Neptune Benson	533-17	1,5	Reducer Concentric 12"X6" SS W/ Powdercoat	each	\$702.97
15012X6ECSPC	Neptune Benson	533-17	1,5	Reducer Eccentric 12"X6" Fiberglass	each	\$824.70
15012X6ECSPC	Neptune Benson	533-17	1,5	Reducer Eccentric 12"X6" SS W/ Powdercoat	each	\$718.37
15012X8CNSFG	Neptune Benson	533-17	1,5	Reducer Concentric 12"X8" Fiberglass	each	\$912.61
15012X8CNSPC	Neptune Benson	533-17	1,5	Reducer Concentric 12"X8" SS W/powdercoat	each	\$733.00
15012X8ECSPC	Neptune Benson	533-17	1,5	Reducer Eccentric 12"X8" Fiberglass	each	\$912.61
15012X8ECSPC	Neptune Benson	533-17	1,5	Reducer Eccentric 12"X8" SS W/ Powdercoat	each	\$748.41
15014X10CNSFG	Neptune Benson	533-17	1,5	Reducer Concentric 14"X10" Fiberglass	each	\$1,164.72
15014X10CNSPC	Neptune Benson	533-17	1,5	Reducer Concentric 14"X10" SS W/powdercoat	each	\$1,097.74
15014X8CNSFG	Neptune Benson	533-17	1,5	Reducer Concentric 14"X8" Fiberglass	each	\$1,042.46
15014X8CNSPC	Neptune Benson	533-17	1,5	Reducer Concentric 14"X8" SS W/powdercoat	each	\$1,066.04
15016X8CNSPC	Neptune Benson	533-17	1,5	Reducer Eccentric 16"X8" "SS W/ Powdercoat	each	\$1,168.66

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150707050C	Neptune Benson	533-17	1,5	Gauge Pressure 6"	each	\$26.50
150nbcvr10	Neptune Benson	533-17	1,5	Cover Strainer GRDN 10"-12"	each	\$295.48
150NBCVR13R1	Neptune Benson	533-17	1,5	Cover Strainer GRDN 3"-4"	each	\$194.03
150NBCVR18R1	Neptune Benson	533-17	1,5	Cover Strainer GRDN 14"	each	\$388.50
150NBCVR22R2	Neptune Benson	533-17	1,5	Cover Strainer GRDN 16"	each	\$456.80
150NBCVR48R1	Neptune Benson	533-17	1,5	Cover Strainer GRDN 5"X8"	each	\$210.48
NBDT2-1002	Neptune Benson	533-17	1,5	VFD 208/230V 7.5 HP 3 PH	each	\$3,721.34
NBDT2-1003	Neptune Benson	533-17	1,5	VFD 208/230V 10 HP 3 PH	each	\$3,955.78
NBDT2-1004	Neptune Benson	533-17	1,5	VFD 208/230V 15 HP 3 PH	each	\$4,173.31
NBDT2-1005	Neptune Benson	533-17	1,5	VFD 208/230V 20 HP 3 PH	each	\$5,051.90
NBDT2-1006	Neptune Benson	533-17	1,5	VFD 208/230V 25 HP 3 PH	each	\$6,272.64
NBDT2-1007	Neptune Benson	533-17	1,5	VFD 208/230V 30 HP 3 PH	each	\$7,560.96
NBDT2-1008	Neptune Benson	533-17	1,5	VFD 208/230V 40 HP 3 PH	each	\$8,680.32
NBDT2-1009	Neptune Benson	533-17	1,5	VFD 208/230V 50 HP 3 PH	each	\$10,893.70
NBDT2-1010	Neptune Benson	533-17	1,5	VFD 208/230V 60 HP 3 PH	each	\$12,291.84
NBDT4-2001	Neptune Benson	533-17	1,5	VFD 380/480V 5 HP 3 PH	each	\$2,730.82
NBDT4-2002	Neptune Benson	533-17	1,5	VFD 380/480V 7.5 HP 3 PH	each	\$2,996.93
NBDT4-2003	Neptune Benson	533-17	1,5	VFD 380/480V 10 HP 3 PH	each	\$3,225.02
NBDT4-2004	Neptune Benson	533-17	1,5	VFD 380/480V 15 HP 3 PH	each	\$4,198.66
NBDT4-2005	Neptune Benson	533-17	1,5	VFD 380/480V 20 HP 3 PH	each	\$4,665.41
NBDT4-2006	Neptune Benson	533-17	1,5	VFD 380/480V 25 HP 3 PH	each	\$5,379.26
NBDT4-2007	Neptune Benson	533-17	1,5	VFD 380/480V 30 HP 3 PH	each	\$6,274.75
NBDT4-2008	Neptune Benson	533-17	1,5	VFD 380/480V 40 HP 3 PH	each	\$6,638.02
NBDT4-2009	Neptune Benson	533-17	1,5	VFD 380/480V 50 HP 3 PH	each	\$7,713.02
NBDT4-2010	Neptune Benson	533-17	1,5	VFD 380/480V 60 HP 3 PH	each	\$9,056.26
NBDT4-2011	Neptune Benson	533-17	1,5	VFD 380/480V 75 HP 3 PH	each	\$9,383.62
NBDT6-3000	Neptune Benson	533-17	1,5	VFD 525/600V 3 HP 3 PH	each	\$2,904.00
NBDT6-3001	Neptune Benson	533-17	1,5	VFD 525/600V 5 HP 3 PH	each	\$3,117.31
NBDT6-3002	Neptune Benson	533-17	1,5	VFD 525/600V 7.5 HP 3 PH	each	\$3,353.86
NBDT6-3003	Neptune Benson	533-17	1,5	VFD 525/600V 10 HP 3 PH	each	\$3,575.62
NBDT6-3004	Neptune Benson	533-17	1,5	VFD 525/600V 15 HP 3 PH	each	\$4,709.76
NBDT6-3005	Neptune Benson	533-17	1,5	VFD 525/600V 20 HP 3 PH	each	\$5,284.22
NBDT6-3006	Neptune Benson	533-17	1,5	VFD 525/600V 25 HP 3 PH	each	\$6,116.35
NBDT6-3007	Neptune Benson	533-17	1,5	VFD 525/600V 30 HP 3 PH	each	\$7,275.84
NBDT6-3008	Neptune Benson	533-17	1,5	VFD 525/600V 40 HP 3 PH	each	\$8,217.79
NBDT6-3009	Neptune Benson	533-17	1,5	VFD 525/600V 50 HP 3 PH	each	\$9,605.38
NBDT6-3010	Neptune Benson	533-17	1,5	VFD 525/600V 60 HP 3 PH	each	\$12,226.37
NBDT6-3011	Neptune Benson	533-17	1,5	VFD 525/600V 75 HP 3 PH	each	\$13,193.66
WLC1003PKG	Neptune Benson	533-17	1,5	CONTROL WATER LEVEL WLC-100	each	\$1,017.51
WLC2001PKG	Neptune Benson	533-17	1,5	CONTROL WATER LEVEL WLC-200	each	\$981.17
WLC3001PKG	Neptune Benson	533-17	1,5	CONTROL WATER LEVEL WLC-300	each	\$753.88
WLC4001PKG	Neptune Benson	533-17	1,5	CONTROL WATER LEVEL WLC-400	each	\$717.53
WLCBTPKG	Neptune Benson	533-17	1,5	CONTROL WATER LEVEL WLC-200 W CONTROL BX	each	\$921.73
WLCBTPKG-RELAY	Neptune Benson	533-17	1,5	CONTROL WATER LEVEL WLC-400 RELAY	each	\$658.10
MLD-FGD-1212-2W	Neptune Benson	533-17	1,5	2 PK MLD FRAME AND GRATE 12X12D	each	\$334.15
MLD-FGD-1818-2W	Neptune Benson	533-17	1,5	2 PK MLD FRAME AND GRATE 18X18 DO	each	\$615.79
MLD-FGD-0909-2W	Neptune Benson	533-17	1,5	2 PK MLD FRAME AND GRATE 9X9 DOM	each	\$252.45
MLD-SG-1212-WT2	Neptune Benson	533-17	1,5	2PK MLD SUMP&GRATE 12X12 DOM	each	\$618.40

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MLD-SG-1818-WT2	Neptune Benson	533-17	1,5	2PK MLD SUMP & GRATE 18X18 DOM	each	\$1,648.03
MLD-SG-0909-WT2	Neptune Benson	533-17	1,5	2PK MLD SUMP & GRATE 9X9 DOMED	each	\$433.64
MD-FG-2424-WT	Neptune Benson	533-17	1,5	MAIN DRAIN FRAME & GRATE 24X24	each	\$550.93
MD-FO-2424-WT	Neptune Benson	533-17	1,5	MAIN DRAIN FRAME ONLY 24X24 WT	each	\$154.73
MD-GO-2424-WT	Neptune Benson	533-17	1,5	MAIN DRAIN GRATE ONLY WT	each	\$396.19
FI-SG-121214E06	Neptune Benson	533-17	1,5	SUMP FG & VGB GRATE 12X12X14	each	\$885.53
FI-SG-181818A06	Neptune Benson	533-17	1,5	SUMP FG & VGB GRATE 18X18X18	each	\$1,447.96
FI-SG-181824A06	Neptune Benson	533-17	1,5	SUMP FG & VGB GRATE 18X18X24	each	\$1,600.40
FI-SG-183615A02	Neptune Benson	533-17	1,5	SUMP FG & VGB GRATE 18X36X15	each	\$1,384.29
FI-SG-183624A04	Neptune Benson	533-17	1,5	SUMP FG & VGB GRATE 18X36X24	each	\$1,518.47
FI-SG-183628A03	Neptune Benson	533-17	1,5	SUMP FG & VGB GRATE 18X36X28	each	\$1,611.92
FI-SG-183628E16	Neptune Benson	533-17	1,5	SUMP FG & VGB GRATE 18X36X33	each	\$1,765.67
FI-SG-185424A04	Neptune Benson	533-17	1,5	SUMP FG & VGB GRATE 18X54X24	each	\$2,448.36
FI-SG-185428A04	Neptune Benson	533-17	1,5	SUMP FG & VGB GRATE 18X55X28	each	\$2,732.65
FI-SG-185434A04	Neptune Benson	533-17	1,5	SUMP FG & VGB GRATE 18X54X34	each	\$2,895.34
FI-SG-185438A04	Neptune Benson	533-17	1,5	SUMP FG & VGB GRATE 18X54X38	each	\$3,699.20
FI-SG-187228A04	Neptune Benson	533-17	1,5	SUMP FG & VGB GRATE 18X72X28	each	\$4,003.34
FI-SG-187232A04	Neptune Benson	533-17	1,5	SUMP FG & VGB GRATE 18X72X32	each	\$4,230.77
3008	PCA Accutab Blue	533-17	2	3008 Powerbase Feeder	each	\$2,070.00
3008M	PCA Accutab Blue	533-17	2	3008 MINI Powerbase Feeder	each	\$2,070.00
3012	PCA Accutab Blue	533-17	2	3012 Powerbase Feeder	each	\$2,115.00
3012M	PCA Accutab Blue	533-17	2	3012 MINI Powerbase Feeder	each	\$2,115.00
3075	PCA Accutab Blue	533-17	2	3075 Powerbase Feeder	each	\$2,205.00
3150	PCA Accutab Blue	533-17	2	3150 Powerbase Feeder	each	\$2,430.00
3500	PCA Accutab Blue	533-17	2	3500 Powerbase Feeder	each	\$3,150.00
PPG55	Accutab Blue	533-17	3,7,8,9,10,11	55In bucketAccu-Tab Blue Cal Hypo Tabs	LB	\$2.48
APB-50-8022	PCA Chemical	533-17	3,7,8,9,10,11	1 QT Black Algaetrine	each	\$31.50
APB-50-8032	PCA Chemical	533-17	3,7,8,9,10,11	1 QT Algaetrine	each	\$15.75
APB-50-838	PCA Chemical	533-17	3,7,8,9,10,11	1 Gallon Black Algaetrine	each	\$112.50
ROB-50-8482	PCA Chemical	533-17	3,7,8,9,10,11	1 QT Super Blue	each	\$25.20
ROB-50-867	PCA Chemical	533-17	3,7,8,9,10,11	1.5 Gallon Super Blue	each	\$36.00
AAA-50-8604	PCA Chemical	533-17	3,7,8,9,10,11	50 LB Bag Sodium Bicarbonate	each	\$31.50
AWC-50-100	PCA Chemical	533-17	3,7,8,9,10,11	100 LB Bucket Cal Hypo Grannular	each	\$198.00
REG-50-50913	PCA Chemical	533-17	3,7,8,9,10,11	50 LB Bucket 3" Trichlor tabs	each	\$148.50
CYAN100	PCA Chemical	533-17	3,7,8,9,10,11	100 LB Cynaric Acid	each	\$171.00
SODA	PCA Chemical	533-17	3,7,8,9,10,11	50 LB Bag Soda Ash	each	\$36.00
SODTHIO	PCA Chemical	533-17	3,7,8,9,10,11	50 LB Bag Sodium Thiosulfate	each	\$162.00
MUR15	PCA Chemical	533-17	3,7,8,9,10,11	15 Gallon drum Muratic Acid 31%	GAL	\$4.23
AQUAPERL	PCA Chemical	533-17	3,7,8,9,10,11	12 LB bag Perlite	each	\$18.00
PC7100	Chemtrol	533-17	4	CHEMTROL® PC7100 CHEM/FILTER DUAL PPM CONTROLLER WITH UV	each	\$20,000.00
PC7000	Chemtrol	533-17	4	CHEMTROL® PC7000 CHEM/FILTER CONTROLLER WITH PPM	each	\$18,000.00
PC6000	Chemtrol	533-17	4	CHEMTROL® PC6000 CHEMISTRY/FILTER CONTROLLER	each	\$15,600.00
PC5100	Chemtrol	533-17	4	CHEMTROL® PC5100 DUAL PPM CONTROLLER WITH UV	each	\$9,440.00
PC5000	Chemtrol	533-17	4	CHEMTROL® PC5000 PROGRAMMABLE CONTROLLER WITH PPM	each	\$7,680.00
PC5-TDS	Chemtrol	533-17	4	TDS/Conductivity/Temperature monitoring	each	\$308.00

Part Number	Manufacturer Name	Contract	Category	Short Description	Unit of Measure	Price
PC5-FLOW	Chemtrol	533-17	4	Flow monitoring with electronic sensor - up to 8" (add \$350 for VFD)	each	\$1,320.00
PC5-LEVEL	Chemtrol	533-17	4	Water level control with electronic sensor	each	\$960.00
PC5-PRESS	Chemtrol	533-17	4	Influent and effluent pressure monitoring	each	\$1,320.00
PC4000	Chemtrol	533-17	4	CHEMTROL® PC4000 FILTER CONTROLLER	each	\$5,280.00
PC4-LEVEL	Chemtrol	533-17	4	Water level control with electronic sensor and fill valve control	each	\$960.00
PC3000	Chemtrol	533-17	4	CHEMTROL® PC3000 PROGRAMMABLE CONTROLLER	each	\$5,280.00
PPMFC/PC	Chemtrol	533-17	4	PPM FREE CHLORINE SENSOR UPGRADE KIT COMPLETE	each	\$2,400.00
PC3-TDS	Chemtrol	533-17	4	TDS/Conductivity/Temperature monitoring	each	\$308.00
PC3-FLOW	Chemtrol	533-17	4	Flow monitoring with electronic sensor - up to 8" (add \$350 for VFD)	each	\$1,320.00
PC3-LEVEL	Chemtrol	533-17	4	Water level control with electronic sensor	each	\$960.00
PC3-PRESS	Chemtrol	533-17	4	Influent and effluent pressure monitoring	each	\$1,320.00
PC2100	Chemtrol	533-17	4	CHEMTROL® PC2100 ORP/pH with FCA / PWFS CONTROLLER	each	\$3,680.00
PPMFC/PC	Chemtrol	533-17	4	PPM FREE CHLORINE SENSOR UPGRADE KIT COMPLETE	each	\$2,400.00
PC2-TEMP	Chemtrol	533-17	4	Temperature display and heater control with temperature sensor	each	\$400.00
PC2-TDS	Chemtrol	533-17	4	TDS/Conductivity monitoring with temperature/conductivity sensor	each	\$520.00
PC2-FLOW	Chemtrol	533-17	4	Flow monitoring with electronic sensor - up to 8" (add \$350 for VFD)	each	\$1,320.00
PCx-ETHCOM	Chemtrol	533-17	4	Ethernet/internet communications and CHEMCOM(TM) software	each	\$720.00
PCx-420M	Chemtrol	533-17	4	4-20mA signal (6-channels) for monitoring display outputs	each	\$540.00
PCx-RS485	Chemtrol	533-17	4	Direct computer operation with converter and CHEMCOM(TM) software	each	\$540.00
PCx-MULTI	Chemtrol	533-17	4	Multiplex communication for remote/direct operation through host controller	each	\$350.00
PCx-MODBUS	Chemtrol	533-17	4	Modbus-protocol communication for Building Management Systems	each	call
CH265	Chemtrol	533-17	4	CHEMTROL® 265 PPM/pH DIGITAL CONTROLLER with 4-20mA Board/PWFS	each	\$4,400.00
CH255	Chemtrol	533-17	4	CHEMTROL® 255 PPM/pH DIGITAL CONTROLLER with PWFS	each	\$4,000.00
CH250	Chemtrol	533-17	4	CHEMTROL® 250 ORP/pH DIGITAL CONTROLLER with PWFS	each	\$2,200.00
CH240	Chemtrol	533-17	4	CHEMTROL® 240 pH DIGITAL CONTROLLER with PWFS	each	\$1,440.00
CH230	Chemtrol	533-17	4	CHEMTROL® 230 ORP DIGITAL CONTROLLER with PWFS	each	\$1,440.00
PTS050	Chemtrol	533-17	4	PORTABLE TESTER/SIMULATOR for ORP/pH/TDS/Temp	each	\$1,200.00
ORP	Chemtrol	533-17	4	ORP Sensor	each	\$242.25
pH	Chemtrol	533-17	4	pH Sensor	each	\$216.75
XC25	Chemtrol	533-17	4	EXTENSION CABLE (25 ft) with BNC connectors for ORP or pH sensor	each	\$127.50
XC50	Chemtrol	533-17	4	EXTENSION CABLE (50 ft) with BNC connectors for ORP or pH sensor	each	\$191.25
ORP-HP	Chemtrol	533-17	4	ORP Sensor (high pressure 150psi 3/4" threaded)	each	\$386.75
pH-HP	Chemtrol	533-17	4	pH Sensor (high pressure 150psi 3/4" threaded)	each	\$365.50
TEMP	Chemtrol	533-17	4	TEMPERATURE Sensor	each	\$191.25
T/C	Chemtrol	533-17	4	TEMPERATURE/CONDUCTIVITY Sensor with 10-ft cable ...	each	\$386.75

Part Number	Manufacturer Name	Contract	Category	Short Description	Unit of Measure	Price
PRESS	Chemtrol	533-17	4	PRESSURE TRANSDUCER	each	\$365.50
FLOW	Chemtrol	533-17	4	FLOW SENSOR 2" - 8"	each	\$191.25
FCAPW-FS	Chemtrol	533-17	4	FLOW CELL ASSEMBLY with flow switch	each	\$318.75
FCAPW-FS-HP	Chemtrol	533-17	4	FLOW CELL ASSEMBLY with flow switch for high pressure	each	\$420.75
FCA	Chemtrol	533-17	4	FLOW CELL ASSEMBLY	each	\$807.50
FCA-HP	Chemtrol	533-17	4	FLOW CELL ASSEMBLY for high pressure	each	\$722.50
SCA	Chemtrol	533-17	4	SENSOR CELL ASSEMBLY	each	\$807.50
SCA-HP	Chemtrol	533-17	4	SENSOR CELL ASSEMBLY for high pressure	each	\$425.00
FC	Chemtrol	533-17	4	FLOW CELL	each	\$510.00
FC-HP	Chemtrol	533-17	4	FLOW CELL for high pressure	each	\$1,020.00
PWFS	Chemtrol	533-17	4	SAFETY FLOW SWITCH	each	\$1,105.00
PCx-MB	Chemtrol	533-17	4	MOTHER BOARD FOR CHEMTROL® PCx000 (Specify model x)	each	\$255.00
PC2-MB	Chemtrol	533-17	4	MOTHER BOARD FOR CHEMTROL® PC2100	each	\$340.00
PCx-PB	Chemtrol	533-17	4	POWER BOARD FOR CHEMTROL® PCx000 (Specify model x)	each	\$297.50
PC2-PB	Chemtrol	533-17	4	POWER BOARD FOR CHEMTROL® PC2100	each	\$2,422.00
PCx-NC	Chemtrol	533-17	4	FACE PANEL OVERLAY (Specify model x)	each	\$1,530.00
D2D2000	Chemtrol	533-17	4	DOOR INTERLOCK SWITCH	each	\$2,252.50
C17100H	Chemtrol	533-17	4	ON/OFF POWER SWITCH ASSEMBLY	each	\$1,402.50
G2R-2S	Chemtrol	533-17	4	DPDT RELAY	each	\$51.00
CR2032	Chemtrol	533-17	4	BACKUP BATTERY	each	\$72.25
MBL5	Chemtrol	533-17	4	5 AMP FUSE	each	\$34.00
AGC-1	Chemtrol	533-17	4	1 AMP FUSE	each	\$55.25
ACG-1/4	Chemtrol	533-17	4	1/4 AMP FUSE	each	\$21.25
CO2	Chemtrol	533-17	4	CO2 GAS pH CONTROL SYSTEM	each	\$8.50
CO2AUTO	Chemtrol	533-17	4	CO2 GAS pH CONTROL SYSTEM for 2 tanks	each	\$8.50
205T	Chemtrol	533-17	4	SOLENOID VALVE for brominator	each	\$8.50
CG - WHITE	Chemtrol	533-17	4	1/2" WHITE COMPRESSION FITTING + NUT	each	\$922.25
CG - BLACK	Chemtrol	533-17	4	1/2" BLACK COMPRESSION FITTING + NUT	each	\$1,806.25
155870	Chemtrol	533-17	4	PWFS REBUILD KIT (O-RING, COVER, WHEEL AND AXLE)	each	\$153.00
U8800712	Chemtrol	533-17	4	Autoclean Injector	each	\$8.50
PPMTC002	Chemtrol	533-17	4	0-002PPM Membrane Total Chlorine Sensor	each	\$12.75
PPMTC010	Chemtrol	533-17	4	0-010PPM Membrane Total Chlorine Sensor	each	\$102.00
PPMFC002	Chemtrol	533-17	4	0-002PPM Membrane Free Chlorine Sensor	each	\$25.50
PPMFC010	Chemtrol	533-17	4	0-010PPM Membrane Free Chlorine Sensor	each	\$1,275.00
PPMAC002	Chemtrol	533-17	4	0-002PPM Membrane Active Chlorine Sensor (Sea Water)	each	\$1,275.00
PPMAC010	Chemtrol	533-17	4	0-010PPM Membrane Active Chlorine Sensor	each	\$1,275.00
PPMAC100	Chemtrol	533-17	4	0-100PPM Membrane Active Chlorine Sensor	each	\$1,275.00
PPMAC200	Chemtrol	533-17	4	0-200PPM Membrane Active Chlorine Sensor	each	\$1,275.00
PPMFC010S	Chemtrol	533-17	4	0-010PPM Membrane Free Salt Chlorine Sensor	each	\$1,275.00
PPMBM010	Chemtrol	533-17	4	0-010PPM Membrane Bromine Sensor	each	\$1,275.00
PPMBM400	Chemtrol	533-17	4	10-400PPM Membrane Bromine DBDMH Sensor (Industrial Water)	each	\$1,275.00
PPMCEL1C	Chemtrol	533-17	4	Clear Flow Cell for Regular PPM Sensors	each	\$1,275.00
PPMMEM1B	Chemtrol	533-17	4	Blue Membrane for Free Chlorine PPMFC002/PPMFC010/PPMBM010	each	\$1,275.00
PPMMEM1C	Chemtrol	533-17	4	Clear Membrane for Active Chlorine	each	\$1,275.00
PPMMEM1O	Chemtrol	533-17	4	Orange Membrane for Total Chlorine PPMTC002/PPMTC010	each	\$208.25

Part Number	Manufacturer Name	Contract	Category	Short Description	Unit of Measure	Price
PPMGEL1B	Chemtrol	533-17	4	Electrolyte for PPMFC002/PPMFC010/PPMBM010/PPMTC002/PPMTC010	each	\$225.25
PPMGEL1S	Chemtrol	533-17	4	Electrolyte for Active Salt Chlorine PPMAC002S	each	\$225.25
PPMGEL1C	Chemtrol	533-17	4	Electrolyte for Active Chlorine PPMAC002/PPMAC010/PPMAC100/PPMAC200	each	\$225.25
UV Swim U Splash	Aquionics	533-17	5	UV SYSTEM	each	\$14,617.65
UV Swim U 152-3B	Aquionics	533-17	5	UV SYSTEM	each	\$18,406.25
UV Swim U 152-4B	Aquionics	533-17	5	UV SYSTEM	each	\$18,930.65
UV Swim U 150-4C	Aquionics	533-17	5	UV SYSTEM	each	\$21,742.65
UV Swim U 150-6C	Aquionics	533-17	5	UV SYSTEM	each	\$22,267.05
UV Swim U 150-4D	Aquionics	533-17	5	UV SYSTEM	each	\$22,385.80
UV Swim U 150-6D	Aquionics	533-17	5	UV SYSTEM	each	\$22,910.20
UV Swim U 200-6D	Aquionics	533-17	5	UV SYSTEM	each	\$25,387.80
UV Swim U 200-8D	Aquionics	533-17	5	UV SYSTEM	each	\$26,041.40
UV Swim U 200- 6E	Aquionics	533-17	5	UV SYSTEM	each	\$30,959.55
UV Swim U 200-8E	Aquionics	533-17	5	UV SYSTEM	each	\$31,483.95
UV Swim U 320-8E	Aquionics	533-17	5	UV SYSTEM	each	\$34,027.10
UV Swim U320-10E	Aquionics	533-17	5	UV SYSTEM	each	\$34,944.80
UV Swim U 320-10G	Aquionics	533-17	5	UV SYSTEM	each	\$41,952.00
UV Swim U 321- 12G	Aquionics	533-17	5	UV SYSTEM	each	\$46,868.25
UV Swim U 321-14G	Aquionics	533-17	5	UV SYSTEM	each	\$55,062.00
UV Swim I 100+	Aquionics	533-17	5	UV SYSTEM	each	\$14,388.70
UV Swim I 200+	Aquionics	533-17	5	UV SYSTEM	each	\$21,470.00
UV Swim I 450+	Aquionics	533-17	5	UV SYSTEM	each	\$33,155.00
UV Swim I 1000+	Aquionics	533-17	5	UV SYSTEM	each	\$35,387.50
UV Swim I 4000+	Aquionics	533-17	5	UV SYSTEM	each	\$54,530.00
Harm1.5	PCA	533-17	5	Stainless Harmsco 155Sqft 1HP 100' Cord 1.5" Connector	each	\$2,080.00
Harm2.0	PCA	533-17	5	Stainless Harmsco 155Sqft 1HP 100' Cord 2" Connector	each	\$2,120.00
ERN152	Lochinvar	533-17	6	150,000 BTU EnergyRite HEATER	each	\$2,178.75
ERN202	Lochinvar	533-17	6	199,999 BTU EnergyRite HEATER	each	\$2,313.21
ERN252	Lochinvar	533-17	6	250,000 BTU EnergyRite HEATER	each	\$2,414.07
ERN302	Lochinvar	533-17	6	300,000 BTU EnergyRite HEATER	each	\$2,633.59
ERN402	Lochinvar	533-17	6	399,999 BTU EnergyRite HEATER	each	\$2,957.29
ER 152	Lochinvar	533-17	6	Cupro Nickel Heat Exchanger	each	\$183.43
ER 202	Lochinvar	533-17	6	Cupro Nickel Heat Exchanger	each	\$210.82
ER 252	Lochinvar	533-17	6	Cupro Nickel Heat Exchanger	each	\$244.02
ER 302	Lochinvar	533-17	6	Cupro Nickel Heat Exchanger	each	\$293.82
ER 402	Lochinvar	533-17	6	Cupro Nickel Heat Exchanger	each	\$323.70
RLV2084K	Lochinvar	533-17	6	Pressure Relief Valve	each	\$32.37
WTR2080K	Lochinvar	533-17	6	Flow Switch	each	\$216.63
WTR2041K	Lochinvar	533-17	6	Flow Switch- Texas Code- Outdoor	each	\$199.20
WTR20003K	Lochinvar	533-17	6	Flow Switch for CPVC Piping	each	\$234.89
MSF3052	Lochinvar	533-17	6	ER Stack Frame- All Models	each	\$869.84
CVK3004	Lochinvar	533-17	6	ER 152-202 Flue Adapter	each	\$92.96
CVK3005	Lochinvar	533-17	6	ER 252 Flue Adapter	each	\$92.96
CVK3006	Lochinvar	533-17	6	ER 302-402 Flue Adapter	each	\$101.26
VDK3040	Lochinvar	533-17	6	ER 152-202 Direct Air Vertical w/sidewall inlet	each	\$149.40
VDK3041	Lochinvar	533-17	6	ER 252 Direct Air Vertical w/ sidewall inlet	each	\$161.02

Part Number	Manufacturer Name	Contract	Category	Short Description	Unit of Measure	Price
VDK3042	Lochinvar	533-17	6	ER 302-402 Air Vertical w/ sidewall inley	each	\$170.98
VDK3043	Lochinvar	533-17	6	ER 152-202 Direct Air Vertical w/ Rooftop inlet	each	\$125.33
VDK3044	Lochinvar	533-17	6	ER 252 Direct Air Vertical w/ rooftop inlet	each	\$128.65
VDK3045	Lochinvar	533-17	6	ER 302-402 Air Vertical w/ rooftop inlet	each	\$135.29
SVK3060	Lochinvar	533-17	6	ER 152-202 Powered Sidewall	each	\$771.90
SVK3061	Lochinvar	533-17	6	ER 252 Powered Sidewall	each	\$1,007.62
SVK3062	Lochinvar	533-17	6	ER 302 Powered Sidewall	each	\$1,044.97
SVK3063	Lochinvar	533-17	6	ER 402 Powered Sidewall	each	\$1,080.66
SVK3064	Lochinvar	533-17	6	ER 152-202 Power Direct Air Horizontal	each	\$829.17
SVK3065	Lochinvar	533-17	6	ER 252 Power Direct Air Horizontal	each	\$1,049.12
SVK3066	Lochinvar	533-17	6	ER 302 Power Direct Air Horizontal	each	\$1,070.70
SVK3067	Lochinvar	533-17	6	ER 402 Power Direct Air Horizontal	each	\$1,141.25
HDK3045	Lochinvar	533-17	6	ER 152-202 E-Rite Sidewall Direct Vent	each	\$263.11
HDK3046	Lochinvar	533-17	6	ER 252 E-Rite Sidewall Direct Vent	each	\$281.37
HDK3047	Lochinvar	533-17	6	ER302 E-Rite Sidewall Direct Vent	each	\$288.01
HDK3048	Lochinvar	533-17	6	ER402 E-Rite Sidewall Direct Vent	each	\$303.78
CPN0502	Lochinvar	533-17	6	500,000 BTU Copper-Fin Heater	each	\$9,324.70
CPN0652	Lochinvar	533-17	6	650,000 BTU Copper-Fin Heater	each	\$9,919.91
CPN0752	Lochinvar	533-17	6	750,000 BTU Copper-Fin Heater	each	\$10,837.75
CPN0992	Lochinvar	533-17	6	990,000 BTU Copper-Fin Heater	each	\$14,542.22
CPN1262	Lochinvar	533-17	6	1,260,000 BTU Copper-Fin Heater	each	\$17,876.29
CPN1442	Lochinvar	533-17	6	1,440,000 BTU Copper-Fin Heater	each	\$18,203.57
CPN1802	Lochinvar	533-17	6	1,800,000 BTU Copper-Fin Heater	each	\$20,271.02
CPN2072	Lochinvar	533-17	6	2,070,000 BTU Copper-Fin Heater	each	\$23,900.03
CFK3302	Lochinvar	533-17	6	CP502 Combustible Floor Kits	each	\$150.92
CFK3303	Lochinvar	533-17	6	CP652 Combustible Floor Kits	each	\$170.94
CFK3304	Lochinvar	533-17	6	CP752 Combustible Floor Kits	each	\$183.26
KIT30094	Lochinvar	533-17	6	BACNET IP Communication Gateway	each	\$1,232.00
KIT30095	Lochinvar	533-17	6	LON Works Communication Gateway	each	\$1,232.00
KIT30091	Lochinvar	533-17	6	Modbus Field Kit	each	\$184.80
MSF30003	Lochinvar	533-17	6	CP 502 STACK FRAME	each	\$897.05
MSF30004	Lochinvar	533-17	6	CP 652-752 STACK FRAME	each	\$975.59
MSF30005	Lochinvar	533-17	6	CP 992 STACK FRAME	each	\$1,298.99
MSF30006	Lochinvar	533-17	6	CP 1262-1442 STACK FRAME	each	\$1,498.42
MSF30007	Lochinvar	533-17	6	CP 1802-2072 STACK FRAME	each	\$1,580.04
ODK3075	Lochinvar	533-17	6	CP 502 Outdoor Vent Cap & Motorized valve cover	each	\$508.97
ODK3076	Lochinvar	533-17	6	CP 652-752 Outdoor vent cap & motorized valve cover	each	\$582.12
ODK3077	Lochinvar	533-17	6	CP 992 Outdoor vent cap & motorized valve cover	each	\$665.28
ODK3078	Lochinvar	533-17	6	CP 1262 Outdoor vent cap & motorized valve cover	each	\$713.79
ODK3079	Lochinvar	533-17	6	CP 1442 Outdoor vent cap & motorized valve cover	each	\$739.97
ODK30005	Lochinvar	533-17	6	CP 1802-2072 Outdoor vent cap & motorized valve c.	each	\$822.36
SVK3006	Lochinvar	533-17	6	CP 502 Powered Vent Termination	each	\$1,007.93
SVK3008	Lochinvar	533-17	6	CP 652-752 Powered Vent Terminaion	each	\$1,343.65
SVK3053	Lochinvar	533-17	6	CP 992 Powered Vent Termination	each	\$2,119.81
SVK3054	Lochinvar	533-17	6	CP 1262-1442 Powered vent termination	each	\$2,135.21
SVK3055	Lochinvar	533-17	6	CP 1802-2072 Powered vent termination	each	\$2,820.51
VDK3026	Lochinvar	533-17	6	CP 502 Direct air vert w/ rooftop	each	\$297.22
VDK3027	Lochinvar	533-17	6	CP 652-752 Direct air vert w/rooftop	each	\$343.42

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VDK3023	Lochinvar	533-17	6	CP 992 Direct air vent w/ rooftop	each	\$374.22
VDK3024	Lochinvar	533-17	6	CP 1262- 2072 Direct air vent w/ rooftop	each	\$392.70
HDK3031	Lochinvar	533-17	6	CP 502 Power direct air horizontal	each	\$1,140.37
HDK3032	Lochinvar	533-17	6	CP 652-752 Power direct air horz	each	\$1,498.42
HDK3037	Lochinvar	533-17	6	CP992 Power direct air horz	each	\$2,318.47
HDK3038	Lochinvar	533-17	6	CP 1262- 1442 Power direct air horz	each	\$2,333.10
HDK3039	Lochinvar	533-17	6	cp 1802- 2072 Power direct air horz	each	\$3,028.41
SVK3047	Lochinvar	533-17	6	cp 502 Air Inlet Cap	each	\$161.70
SVK3048	Lochinvar	533-17	6	cp 652-752 Air Inlet Cap	each	\$170.94
SVK3040	Lochinvar	533-17	6	CP 992 Air Inlet Cap	each	\$198.66
SVK3041	Lochinvar	533-17	6	CP 1262-2072 Air Inlet Cap	each	\$207.90
DVK3004	Lochinvar	533-17	6	cp 502 Air Lock Direct Vent	each	\$228.69
DVK3005	Lochinvar	533-17	6	CP652-752 Air Lock Direct Vent	each	\$238.70
DVK3000	Lochinvar	533-17	6	CP992 Air Lock Direct Vent	each	\$317.24
DVK3001	Lochinvar	533-17	6	CP 1262-1442 Air Lock Direct Vent	each	\$321.86
DVK30000	Lochinvar	533-17	6	CP 1802-2072 Air Lock Direct Vent	each	\$754.60
SVK3042	Lochinvar	533-17	6	CP 502 Sidewall Vent	each	\$254.10
SVK3044	Lochinvar	533-17	6	CP 652-752 Sidewall Vent	each	\$351.12
XPN402	Lochinvar	533-17	6	376,000 BTU Aquas Pool Heater	each	\$19,027.47
XPN502	Lochinvar	533-17	6	470,000 BTU Aquas Pool Heater	each	\$20,595.19
XPN602	Lochinvar	533-17	6	564,000 BTU Aquas Poll Heater	each	\$22,604.12
XPN702	Lochinvar	533-17	6	658,000 BTU Aquas Pool Heater	each	\$28,007.21
XPN802	Lochinvar	533-17	6	752,000 BTU Aquas Pool Heater	each	\$28,992.04
OXN404	Lochinvar	533-17	6	369,075 BTU Aquas Outdoor Pool Heater	each	\$19,360.11
OXN502	Lochinvar	533-17	6	462,500 BTU Aquas Outdoor Pool Heater	each	\$20,955.55
OXN602	Lochinvar	533-17	6	566,400 BTU Aquas Outdoor Pool Heater	each	\$22,999.90
OXN702	Lochinvar	533-17	6	658,000 BTU Aquas Outdoor Pool Heater	each	\$28,496.93
OXN802	Lochinvar	533-17	6	748,000 BTU Aquas Outdoor Pool Heater	each	\$29,500.24
KIT30112	Lochinvar	533-17	6	Alarm Bell- XPN	each	\$119.35
KIT3087	Lochinvar	533-17	6	Condensate Neutralization for XPN 402-502	each	\$64.68
KIT3046	Lochinvar	533-17	6	Condensate Neutralization for XPN 602-802	each	\$350.32
CVK3007	Lochinvar	533-17	6	4" PVC Concentric Vent Termination for XPN	each	\$261.80
WTR20009K	Lochinvar	533-17	6	Probe Type Manual Resetw/ Test for XPN	each	\$177.10
KIT3137	Lochinvar	533-17	6	6" SS Vent Termination for XPN 702-802	each	\$164.01
KIT30069	Lochinvar	533-17	6	Modbus Field Kit for XPN	each	\$184.80
KIT30054	Lochinvar	533-17	6	Air Filter Kit for XPN	each	\$200.97
KIT30053	Lochinvar	533-17	6	Room Air Kit for XPN	each	\$48.51
KIT30112	Lochinvar	533-17	6	Alarm Bell- OXN	each	\$119.35
KIT3087	Lochinvar	533-17	6	Condensate Neutralization for OXN 402-502	each	\$64.68
KIT3046	Lochinvar	533-17	6	Condensate Neutralization for OXN 602-802	each	\$350.35
WTR30024	Lochinvar	533-17	6	Low Water Cut Off w/ Manual Reset	each	\$184.80
KIT30119	Lochinvar	533-17	6	Modbus Field Kit for OXN	each	\$184.80
KIT30125	Lochinvar	533-17	6	Freeze Protection Kit	each	\$269.50
MSF30014	Lochinvar	533-17	6	XPN402 Stack Frame	each	\$867.79
MSF30013	Lochinvar	533-17	6	XPN502 Stack Frame	each	\$875.49
MSF30012	Lochinvar	533-17	6	XPN602 Stack Frame	each	\$900.90
MSF30011	Lochinvar	533-17	6	XPN702 Stack Frame	each	\$1,027.95
MSF30010	Lochinvar	533-17	6	XPN802 Stack Frame	each	\$1,037.19

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KIT30094	Lochinvar	533-17	6	BACNET IP Communication Gateway	each	\$1,232.00
KIT30095	Lochinvar	533-17	6	LON Works Communication Gateway	each	\$1,232.00
HEX30102	Lochinvar	533-17	6	80-130 MBTU Secondary Heat Exchanger	each	\$3,615.92
HEX30059	Lochinvar	533-17	6	100-260 MBTU Secondary Heat Exchanger	each	\$4,576.88
HEX30060	Lochinvar	533-17	6	120-415 MBTU Secondary Heat Exchanger	each	\$5,531.68
HEX30061	Lochinvar	533-17	6	140-640 MBTU Secondary Heat Exchanger	each	\$9,812.88
XPN1002	Lochinvar	533-17	6	940,000 BTU Aquas Pool Heater	each	\$44,520.63
XPN1302	Lochinvar	533-17	6	1,235,000 BTU Aquas Pool Heater	each	\$57,542.87
XPN1502	Lochinvar	533-17	6	1,440,000 BTU Aquas Pool Heater	each	\$59,774.33
KIT30112	Lochinvar	533-17	6	Alarm Bell 1002-1502 Models	each	\$119.35
KIT3046	Lochinvar	533-17	6	Condensate Neutralization Kit 1002-1502 Models	each	\$350.35
KIT30130	Lochinvar	533-17	6	Alternate Room Air Kit w/ Filter 1002- 1502 Models	each	\$200.97
KIT30047	Lochinvar	533-17	6	6" PVC Sidewall Vent Termination	each	\$84.70
KIT30028	Lochinvar	533-17	6	6" SS Vent Termination 1002-1502 Models	each	\$207.90
KIT30029	Lochinvar	533-17	6	7" SS Vent Termination 1002-1502 Models	each	\$469.70
KIT30003	Lochinvar	533-17	6	PC Software w/USB Connector Cable- Owner Kit	each	\$233.31
KIT30006	Lochinvar	533-17	6	PC Software w/USB Connector Cable- Inst kit	each	\$233.31
KIT30094	Lochinvar	533-17	6	BACNET IP Communication Gateway	each	\$1,232.00
KIT30095	Lochinvar	533-17	6	LON Works Communication Gateway	each	\$1,232.00
RYL30071	Lochinvar	533-17	6	Modbus Field Kit	each	\$184.00
100061510	Lochinvar	533-17	6	140-640 MBTU Secondary Heat Exchanger	each	\$5,754.98
99996366-W75	PCA	533-17	6	Wave 75 Automatic Vacuum	each	\$1,600.00
9999396X-W100	PCA	533-17	6	Wave 100 Automatic Vacuum	each	\$2,960.00
9999359-GYRO	PCA	533-17	6	Wave Gyro 2X2 Automatic Vacuum	each	\$5,120.00
99997200-US	PCA	533-17	6	Wave 200 Automatic Vacuum	each	\$6,000.00
99997006	PCA	533-17	6	Wave 300XL Automatic Vacuum	each	\$8,800.00
9996088-ASSY	PCA	533-17	6	Wave 300XL Reel Kit	each	\$775.00
9999389-BL4	PCA	533-17	6	Dolphin Heavy Duty Automatic Vacuum	each	\$1,360.00
9999326-BL4	PCA	533-17	6	Dolphin 3001 Automatic Vacuum	each	\$2,000.00
9999399X-BL4	PCA	533-17	6	Dolphin ProX 2 Automatic Vacuum	each	\$3,200.00
9999353-BL4	PCA	533-17	6	Dolphin 2X2 Automatic Vacuum	each	\$5,200.00
99996333-DX3	PCA	533-17	6	Dolphin DX3 Automatic Vacuum	each	\$640.00
99996376-DX4	PCA	533-17	6	Dolphin DX4 Pro Automatic Vacuum	each	\$1,040.00
99996369-DX6	PCA	533-17	6	Dolphin DX6 Automatic Vacuum	each	\$1,200.00
601301	PCA	533-17	6	Led 50' White 500W 120V	each	\$792.80
601302	PCA	533-17	6	Led 100' White 500W 120V	each	\$856.80
601303	PCA	533-17	6	Led 150' White 500W 120V	each	\$925.60
78458100	PCA	533-17	6	Amerlite 50' White 500W 120V	each	\$320.80
78456300	PCA	533-17	6	Amerlite 100' White 500W 120V	each	\$392.00
78457100	PCA	533-17	6	Amerlite 150' White 500W 120V	each	\$467.20
601306	PCA	533-17	6	Led 50' White 500W 12V	each	\$760.00
601307	PCA	533-17	6	Led 100' White 500W 12V	each	\$860.00
601308	PCA	533-17	6	Led 150' White 500W 12V	each	\$988.80
78438100	PCA	533-17	6	Amerlite 50' White 300W 12V	each	\$348.80
78435100	PCA	533-17	6	Amerlite 100' White 300W 12V	each	\$516.00
78437100	PCA	533-17	6	Amerlite 150' White 300W 12V	each	\$642.40
Px300	PCA	533-17	6	Transformer 300W 120V-12V	each	\$185.60

Part Number	Manufacturer Name	Contract	Category	Short Description	Unit of Measure	Price
1414ESMD-DC-6	Paddock	533-17	7	14x14 Entrapment Safe Main Drain w/6" connection, 6"AVRD, relief valve and (1) 20x20 Paddock Certified Drain Cover (Raised Cover)	each	\$2,918.34
1414ESMD-FC-6	Paddock	533-17	7	14x14 Entrapment Safe Main Drain w/6" connection, 6"AVRD, relief valve and (1) 24x24 Paddock Certified Flat Cover	each	\$3,160.14
1818ESMD-DC-8	Paddock	533-17	7	18x18 Entrapment Safe Main Drain w/8" connection, 8"AVRD, relief valve and (1) 24x24 Paddock Certified Drian Cover (Raised Cover)	each	\$3,580.50
1818ESMD-FC-8	Paddock	533-17	7	18x18 Entrapment Safe Main Drain w/8" connection, 8"AVRD, relief valve and (1) 24x24 Paddock Certified Flat Cover	each	\$3,580.50
2424ESMD-FC-8	Paddock	533-17	7	24x24 Entrapment Safe Main Drian w/8" connection, NO AVRD , relief valve and (1) 24x24 Paddock Certified Flat Covers	each	\$3,532.14
2424ESMD-FC-10	Paddock	533-17	7	24x24 Entrapment Safe Main Drian w/10" connection, 10"AVRD, relief valve and (1) 24x24 Paddock Certified Flat Covers	each	\$3,867.87
2040ESMD-FC-10	Paddock	533-17	7	20x40 Entrapment Safe Main Drain w/10" connection, 10"AVRD, relief valve and (2) 20x20 Paddock Certified Grate Only Covers	each	\$3,979.47
2040ESMD-FC-12	Paddock	533-17	7	20x40 Entrapment Safe Main Drain w/12" connection, 12"AVRD, relief valve and (2) 20x20 Paddock Certified Grate Only Covers	each	\$4,146.87
2448ESMD-FC-10	Paddock	533-17	7	24x48 Entrapment Safe Main Drain w/10" connection, 10"AVRD, relief valve and (2) 24x24 Paddock Certified Flat Covers	each	\$4,357.05
2448ESMD-FC-12	Paddock	533-17	7	24x48 Entrapment Safe Main Drain w/12" connection, 12"AVRD, relief valve and (2) 24x24 Paddock Certified Flat Covers	each	\$4,649.07
2448ESMD-FC12-2	Paddock	533-17	7	24x48 Entrapment Safe Main Drain w/ two 12" connection, two 12"AVRD, relief valve and (2) 24x24 Paddock Certified Flat Covers	each	\$5,235.90
2020PCDC	Paddock	533-17	7	20x20 Paddock Certified Drain Cover- Including Frame, Grate	each	\$674.25
2424PCDC	Paddock	533-17	7	24x24 Paddock Certified Drain Cover- Including Frame, Grate	each	\$813.75
2020PCDCK	Paddock	533-17	7	Installation Kit for 2020PCDC Assembly	each	\$162.75
2424PCDCK	Paddock	533-17	7	Installation Kit for 2424PCDC Assembly	each	\$162.75
2424PCFC	Paddock	533-17	7	Grate and Framing Including- (1) 2424PCFC Grate, (1) 24x24 Frame	each	\$813.75
2040PCGO	Paddock	533-17	7	Grate and Framing Including- (2) 2020PCGO Grate, (1) 20x40 Frame	each	\$1,022.07
2448PCFC	Paddock	533-17	7	Grate and Framing Including- (2) 2424PCFC Grate, (1) 24x48Frame	each	\$1,068.57
2020PCGO	Paddock	533-17	7	2020PCGO Multiples with Frame and Grates (Customs done as 2060PCGO, 2080PCGO, 20100PCGO, 20120PCGO, etc) Can be built in picture frame format to fit large custom slumps.	each	Call for Pricing
2424PCFC	Paddock	533-17	7	2424PCFC Multiples with Frame and Grates (Customs done as 2472PCFC, 2496PCFC, 20120PCFC, etc) Can be built in picture frame format to fit large custom slumps.	each	Call for Pricing
Center Bracket	Paddock	533-17	7	Replacement center support bracket for covers	each	\$93.00

Part Number	Manufacturer Name	Contract	Category	Short Description	Unit of Measure	Price
2020PCGO or 2424PCFC	Paddock	533-17	7	Replacement covers and screws only. Either 2020PCGO or 2424PCFC cover	each	Call for Pricing
3"TP-AVRD-KIT	Paddock	533-17	7	3" Threaded PVC AVRDR (Install kit not required)	each	\$116.25
4"TP-AVRD-KIT	Paddock	533-17	7	4" Threaded PVC AVRDR (Install kit not required)	each	\$162.75
6"TP-AVRD-KIT	Paddock	533-17	7	6" Threaded PVC AVRDR (Install kit not required)	each	\$302.25
8"TP-AVRD-KIT	Paddock	533-17	7	8" Threaded PVC AVRDR (Install kit not required)	each	\$460.35
10"TP-AVRD-KIT	Paddock	533-17	7	10" Threaded PVC AVRDR (Install kit not required)	each	\$860.25
12"TP-AVRD-KIT	Paddock	533-17	7	12" Threaded PVC AVRDR (Install kit not required)	each	\$1,204.35
3"FP-AVRD-KIT	Paddock	533-17	7	(1) 3" PVC Mounting Flange (tapped), (1) 3" flanged PVC AVRDR, (2) 3"x 1/8" gasket, (4) 5/8" x 2" bolts, (4) 5/8" flat washers	each	\$441.75
4"FP-AVRD-KIT	Paddock	533-17	7	(1) 4" PVC Mounting Flange (tapped), (1) 4" flanged PVC AVRDR, (2) 4"x 1/8" gasket, (8) 5/8" x 2" bolts, (8) 5/8" flat washers	each	\$510.57
6"FP-AVRD-KIT	Paddock	533-17	7	(1) 6" PVC Mounting Flange (tapped), (1) 6" flanged PVC AVRDR, (2) 6"x 1/8" gasket, (8) 3/4" x 2" bolts, (8) 3/4" flat washers	each	\$711.45
8"FP-AVRD-KIT	Paddock	533-17	7	(1) 8" PVC Mounting Flange (tapped), (1) 8" flanged PVC AVRDR, (2) 8"x 1/8" gasket, (8) 3/4" x 2" bolts, (8) 3/4" flat washers	each	\$897.45
10"FP-AVRD-KIT	Paddock	533-17	7	(1) 10" PVC Mounting Flange (tapped), (1) 10" flanged PVC AVRDR, (2) 10"x 1/8" gasket, (12) 7/8" x 2 1/2" bolts, (12) 7/8" flat washers	each	\$1,356.87
12"FP-AVRD-KIT	Paddock	533-17	7	(1) 12" PVC Mounting Flange (tapped), (1) 12" flanged PVC AVRDR, (2) 12"x 1/8" gasket, (12) 7/8" x 2 1/2" bolts, (12) 7/8" flat washers	each	\$1,669.35
3"FS-AVRD-KIT	Paddock	533-17	7	(1) 3" SS Mounting Flange (tapped), (1) 3" flanged SS AVRDR, (1) 3"x 1/8" gasket, (4) 5/8" x 1" bolts	each	\$697.50
4"FS-AVRD-KIT	Paddock	533-17	7	(1) 4" SS Mounting Flange (tapped), (1) 4" flanged SS AVRDR, (1) 4"x 1/8" gasket, (8) 5/8" x 1" bolts	each	\$799.80
6"FS-AVRD-KIT	Paddock	533-17	7	(1) 6" SS Mounting Flange (tapped), (1) 6" flanged SS AVRDR, (1) 6"x 1/8" gasket, (8) 3/4" x 1" bolts	each	\$976.50
8"FS-AVRD-KIT	Paddock	533-17	7	(1) 8" SS Mounting Flange (tapped), (1) 8" flanged SS AVRDR, (1) 8"x 1/8" gasket, (8) 3/4" x 1" bolts	each	\$1,018.35
10"FS-AVRD-KIT	Paddock	533-17	7	(1) 10" SS Mounting Flange (tapped), (1) 10" flanged SS AVRDR, (1) 10"x 1/8" gasket, (12) 7/8" x 1" bolts	each	\$1,297.35
12"FS-AVRD-KIT	Paddock	533-17	7	(1) 12" SS Mounting Flange (tapped), (1) 12" flanged SS AVRDR, (1) 12"x 1/8" gasket, (12) 7/8" x 1" bolts	each	\$1,483.35
47129-P	Spectrum	533-17	9	Standard Pool Blanket	each	Call for Pricing
47129-PP	Spectrum	533-17	9	Standard Pool Blanket (Includes: cut outs, rounded corners and/or slight irregularities)	each	Call for Pricing
47129-I	Spectrum	533-17	9	Irregular Pool Blanket (CAD drawing provided to Spectrum)	each	Call for Pricing
47129-IT	Spectrum	533-17	9	Irregular Pool Blanket (with template provided by customer)	each	Call for Pricing
47129-S	Spectrum	533-17	9	Standard Spa Blanket (can include: up to 2 rail cut outs)	each	Call for Pricing
47129-ST	Spectrum	533-17	9	Irregular Spa Blanket (with template provided by customer)	each	Call for Pricing
47129-SI	Spectrum	533-17	9	Irregular Spa Blanket (CAD drawing provided to Spectrum)	each	Call for Pricing
500019	Spectrum	533-17	9	10'x10' Spa Sheet (Unedged-Customer Cut to Size)	each	\$245.52
500020	Spectrum	533-17	9	15'x15' Spa Sheet (Unedged-Customer Cut to Size)	each	\$489.28

Part Number	Manufacturer Name	Contract	Category	Short Description	Unit of Measure	Price
50120	Spectrum	533-17	9	Bitterroot Single Winder	each	\$5,591.52
50190	Spectrum	533-17	9	Single Winder Cover	each	\$391.60
50150	Spectrum	533-17	9	Bitterroot Double Winder	each	\$6,866.64
50180	Spectrum	533-17	9	Bitterroot Triple Winder	each	\$8,338.00
50195	Spectrum	533-17	9	Double/Triple Winder Cover	each	\$440.00
50200	Spectrum	533-17	9	Blackfoot 20' Radio Control Winder	each	\$9,122.96
50220	Spectrum	533-17	9	Blackfoot Wall Mount Winder	each	\$4,414.96
153132	Spectrum	533-17	9	Power Winder System for Real-Portable	each	Call for Pricing
153134	Spectrum	533-17	9	Power Winder Shaft Adapter (one need per tube)	each	Call for Pricing
50009	Spectrum	533-17	9	Crank Handle-Blackfoot/Bitterroot	each	\$97.68
50021-00	Spectrum	533-17	9	18" Lead Strap	each	\$27.28
43002	Spectrum	533-17	9	15' Lead Strap	each	\$53.68
208200-00	Spectrum	533-17	9	Loop Tie Handle Assembly	each	\$22.00
13066	Spectrum	533-17	9	Blackfoot Transmitter	each	\$116.16
153121	Spectrum	533-17	10,11,14	Motion Trek BP 350 w/ Anchor	each	\$3,623.84
163145	Spectrum	533-17	10,11,14	Motion Trek BP 400 w/ Anchor	each	\$4,922.72
153121-DLX	Spectrum	533-17	10,11,14	Motion Trek BP 350 Deluxe w/ Anchor	each	\$4,147.44
163145-DLX	Spectrum	533-17	10,11,14	Motion Trek BP 400 Deluxe w/ Anchor	each	\$5,446.32
47949	Spectrum	533-17	10,11,14	Cover-Motion Trek	each	\$278.08
29901	Spectrum	533-17	10,11,14	Cart-Motion Trek	each	\$1,263.68
28510	Spectrum	533-17	10,11,14	Anchor Kit- Aspen/ Freedom/ Motion Trek	each	\$278.96
28515	Spectrum	533-17	10,11,14	Anchor- Aspen/ Elkhorn-Wood Deck/ Motion Trek	each	\$663.52
75521	Spectrum	533-17	10,11,14	Anchor- Aspen/ Elkhorn-Surface Mount/ Motion Trek	each	\$420.64
153607	Spectrum	533-17	10,11,14	Battery- Motion Trek	each	\$209.44
152161-MT	Spectrum	533-17	10,11,14	Lift Maintenance Kit- Motion Trek (32oz Spectra Shield, 22oz Spectra Clean System 1, Disposable Rags, Scratchless Scotch-Brite Pad, Battery, Dielectric Grease)	each	\$347.60
153601	Spectrum	533-17	10,11,14	Control Box- Motion Trek	each	\$440.00
153605	Spectrum	533-17	10,11,14	Charger Cradle- Motion Trek	each	\$49.28
153604	Spectrum	533-17	10,11,14	AC/DC Adapter- Motion Trek	each	\$75.68
153600	Spectrum	533-17	10,11,14	Actuator- Motion Trek	each	\$533.28
153603	Spectrum	533-17	10,11,14	Handset- Motion Trek	each	\$75.68
163146	Spectrum	533-17	10,11,14	Independence BP 350 w/ Anchor	each	\$2,903.12
163146-S	Spectrum	533-17	10,11,14	Spa Independence w/ Anchor	each	\$2,885.52
163158	Spectrum	533-17	10,11,14	Cover Royal Blue- Independence	each	\$218.24
163153	Spectrum	533-17	10,11,14	Anchor Kit- Independence	each	\$95.92
163159	Spectrum	533-17	10,11,14	Electronic Cover- Independence	each	\$71.28
163154	Spectrum	533-17	10,11,14	Linak Battery- Independence	each	\$209.44
163155	Spectrum	533-17	10,11,14	Linak Actuator- Independence	each	\$843.92
163156	Spectrum	533-17	10,11,14	Linak Handset- Independence	each	\$150.48
163174	Spectrum	533-17	10,11,14	Battery Charger Linak- Independence	each	\$363.44
163157	Spectrum	533-17	10,11,14	Linak Control Box- Independence	each	\$440.00
27610	Spectrum	533-17	10,11,14	Traveler BP 500	each	\$7,479.12
54129	Spectrum	533-17	10,11,14	Long Reach Traveler BP 500	each	\$7,746.64
54377	Spectrum	533-17	10,11,14	Cover- Traveler	each	\$274.56
95837	Spectrum	533-17	10,11,14	Cover- Long Reach Taveler	each	\$274.56
54523	Spectrum	533-17	10,11,14	Transport Cart-Traveler	each	\$1,263.68
42323	Spectrum	533-17	10,11,14	Spineboard Attachment- Traveler	each	\$973.28

Part Number	Manufacturer Name	Contract	Category	Short Description	Unit of Measure	Price
42932	Spectrum	533-17	10,11,14	Wheelchair Attachment- Traveler	each	\$2,193.84
143007	Spectrum	533-17	10,11,14	Warner Linear Battery- Traveler	each	\$207.68
152161	Spectrum	533-17	10,11,14	Lift Maintenance Kit- Traveler	each	\$347.60
42411	Spectrum	533-17	10,11,14	Anchor- Traveler Extension 8"- 4"	each	\$1,148.40
23638	Spectrum	533-17	10,11,14	Anchor Kit- Traveler- 6"- Bronze 1.9"	each	\$156.64
132055	Spectrum	533-17	10,11,14	Control Box- Traveler	each	\$440.00
42732	Spectrum	533-17	10,11,14	Charger- Traveler	each	\$146.96
42263	Spectrum	533-17	10,11,14	Actuator- Traveler	each	\$691.68
153399	Spectrum	533-17	10,11,14	Handset- Traveler	each	\$91.52
163237	Spectrum	533-17	10,11,14	Glacier BP 600 Standard Depth- Battery Powered	each	\$30,932.00
163197	Spectrum	533-17	10,11,14	Glacier BP 600 Extended Depth- Battery Powered	each	\$32,555.60
42618	Spectrum	533-17	10,11,14	Portable Freedom Lift BP 300	each	\$6,605.28
42643	Spectrum	533-17	10,11,14	Portable Aspen Lift BP 300	each	\$6,897.44
61839	Spectrum	533-17	10,11,14	Cover- Portable Freedom/ Aspen	each	\$295.68
42672	Spectrum	533-17	10,11,14	Lockdown Anchor Kit- Portable Freedom/Aspen	each	\$135.52
143007	Spectrum	533-17	10,11,14	Warner Linear Battery- Portable Freedom/ Aspen	each	\$207.68
152161	Spectrum	533-17	10,11,14	Lift Maintenance Kit- Portable Freedom/ Aspen	each	\$347.60
132055	Spectrum	533-17	10,11,14	Control Box- Portable Freedom/ Aspen	each	\$440.00
42732	Spectrum	533-17	10,11,14	Charger- Portable Freedom/ Aspen	each	\$146.96
42588	Spectrum	533-17	10,11,14	Actuator- Portable Freedom/ Aspen	each	\$531.52
153399	Spectrum	533-17	10,11,14	Handset- Portable Freedom/ Aspen	each	\$91.52
26209	Spectrum	533-17	10,11,14	Gallatin Lift WP 400	each	\$5,829.12
27550	Spectrum	533-17	10,11,14	Lolo Lift WP 400	each	\$4,857.60
27400	Spectrum	533-17	10,11,14	Anchor- Retrofit- WP	each	\$381.92
27450	Spectrum	533-17	10,11,14	Anchor- Present- WP	each	\$381.92
20400	Spectrum	533-17	10,11,14	Water Box- Swimlift- SS	each	\$371.36
27364	Spectrum	533-17	10,11,14	Cover- Lolo/ Gallatin WP400	each	\$274.56
27028	Spectrum	533-17	10,11,14	Spectra- Force Booster System	each	\$1,652.64
27400	Spectrum	533-17	10,11,14	Anchor- Retrofit- WP	each	\$381.92
27450	Spectrum	533-17	10,11,14	Anchor- Present- WP	each	\$381.92
20400	Spectrum	533-17	10,11,14	Water Box- Swimlift- SS	each	\$371.36
27364	Spectrum	533-17	10,11,14	Cover- Lolo/ Gallatin WP400	each	\$274.56
27028	Spectrum	533-17	10,11,14	Spectra- Force Booster System	each	\$1,652.64
26400	Spectrum	533-17	10,11,14	Glacier Platform Lift 600- Water Powered	each	\$26,971.12
28630	Spectrum	533-17	10,11,14	Access Ramp- Kalispell- Stainless Steel	each	\$11,249.92
28500	Spectrum	533-17	10,11,14	Elkhorn-Manuel Lift MP 400 (Not ADA Compliant)	each	\$2,332.00
28510	Spectrum	533-17	10,11,14	Anchor Kit- Elkhorn	each	\$278.96
28515	Spectrum	533-17	10,11,14	Anchor- Aspen/ Elkhorn-Wood Deck	each	\$663.52
75521	Spectrum	533-17	10,11,14	Anchor- Aspen/ Elkhorn-Surface Mount	each	\$420.64
42440	Spectrum	533-17	10,11,14	Lift- Summit 400 WPM (Not ADA Compliant)	each	\$3,080.00
57287	Spectrum	533-17	10,11,14	Summit Anchor Kit	each	\$193.60
54627	Spectrum	533-17	10,11,14	Traveler Linak to Warner V5	each	\$2,277.44
42732	Spectrum	533-17	10,11,14	Warner Linear Charger V4-V5	each	\$148.72
143007	Spectrum	533-17	10,11,14	Warner Linear Wired Battery V5	each	\$209.44
132055	Spectrum	533-17	10,11,14	Warner Linear Wired Reciever V5	each	\$440.00
42693	Spectrum	533-17	10,11,14	Warner Linear Tabbed Battery V4	each	\$209.44
54495	Spectrum	533-17	10,11,14	Warner Linear Tabbed Reciever V4	each	\$440.00
153399	Spectrum	533-17	10,11,14	Warner Linear Transmitter	each	\$91.52

Part Number	Manufacturer Name	Contract	Category	Short Description	Unit of Measure	Price
42588	Spectrum	533-17	10,11,14	Warner Linear Aspen/Freedom Actuator	each	\$533.28
42263	Spectrum	533-17	10,11,14	Warner Linear Traveler Actuator	each	\$693.44
153010	Spectrum	533-17	10,11,14	Warner Linear Battery Fuse Cap	each	\$10.56
133086	Spectrum	533-17	10,11,14	Fixed Aspen/ Freedom Bearing Assembly	each	\$489.28
75480	Spectrum	533-17	10,11,14	Aspen/Freedom Mast Assembly	each	\$916.96
133175	Spectrum	533-17	10,11,14	Portable Aspen/ Freedom Bearing Assembly	each	\$551.76
75481	Spectrum	533-17	10,11,14	Portable Aspen/ Freedom Mast Assembly	each	\$902.88
24629	Spectrum	533-17	10,11,14	Portable Aspen/ Freedom 5" Swivel Caster	each	\$140.80
42838	Spectrum	533-17	10,11,14	Portable Aspen/ Freedom 5" Rigid Caster	each	\$138.16
132053	Spectrum	533-17	10,11,14	Aspen/ Freedom Rotation Motor Assembly	each	\$538.56
42871	Spectrum	533-17	10,11,14	Aspen/ Freedom Flip-up Footrest	each	\$535.92
75559	Spectrum	533-17	10,11,14	Fixed Aspen/ Freedom HDWR Kit	each	\$117.04
75558	Spectrum	533-17	10,11,14	Portable Aspen/ Freedom HDWR Kit	each	\$117.04
10169	Spectrum	533-17	10,11,14	Aspen/ Freedom SS Anchor Cap	each	\$48.40
133089	Spectrum	533-17	10,11,14	Aspen/Freedom Composite Anchor Cap	each	\$23.76
153356	Spectrum	533-17	10,11,14	Traveler Rotaion Motor Assembly	each	\$551.76
42876	Spectrum	533-17	10,11,14	Traveler Spindle Assembly	each	\$1,298.88
153068	Spectrum	533-17	10,11,14	Traveler Mast Assembly	each	\$4,004.00
27285	Spectrum	533-17	10,11,14	Pintlar/Lolo/Gallatin Valve Body	each	\$129.36
202200-03	Spectrum	533-17	10,11,14	Pintlar/Lolo/Gallatin Valve Kit Assembly	each	\$234.96
209203-00	Spectrum	533-17	10,11,14	Pintlar/Lolo/Gallatin Valve Handle Assembly	each	\$198.88
209217-00	Spectrum	533-17	10,11,14	Pintlar/Lolo/Gallatin Seal Kit	each	\$39.60
27315	Spectrum	533-17	10,11,14	Cylinder Top Collar	each	\$65.12
13900	Spectrum	533-17	10,11,14	Lalo/Gallatin Flip-Up Footrest	each	\$535.92
13297	Spectrum	533-17	10,11,14	Head Rest Pad	each	\$41.36
13378	Spectrum	533-17	10,11,14	Seat Belt Assembly	each	\$28.16
26293	Spectrum	533-17	10,11,14	Rotationally Molded Seat Half	each	\$148.72
202520-00	Spectrum	533-17	10,11,14	SL-300 Valve	each	\$753.28
202090-00	Spectrum	533-17	10,11,14	SL-300 Valve Handle w/Knob	each	\$296.56
208048-00	Spectrum	533-17	10,11,14	SL-300 Valve Linkage Rod	each	\$149.60
208049-00	Spectrum	533-17	10,11,14	SL-300 Seal Kit	each	\$50.16
72366	Spectrum	533-17	10,11,14	Elkhorn Ram	each	\$872.08
72369	Spectrum	533-17	10,11,14	Mesh Sling	each	\$76.56
44389	Spectrum	533-17	10,11,14	Old Gallatin Seat Replacement	each	\$841.28
209225-00	Spectrum	533-17	10,11,14	Donut Shim Kit	each	\$124.96
200135-00	Spectrum	533-17	10,11,14	2 1/4" Acme Bolt	each	\$192.72
26235	Spectrum	533-17	10,11,14	4" Acme Bolt	each	\$148.72
42644	Spectrum	533-17	10,11,14	ADA Pool Sign	each	\$34.32
28630	Spectrum	533-17	10,11,14	Access Ramp- Kalispell- Stainless Steel	each	\$11,249.92
57281	Spectrum	533-17	10,11,14	Fusion By Spectrum	each	\$4,738.80
57282	Spectrum	533-17	10,11,14	Xcellerator Single Post	each	\$3,016.64
57283	Spectrum	533-17	10,11,14	Record Breaker Single Post	each	\$1,981.76
57289	Spectrum	533-17	10,11,14	Quick Silver Low Profile (Does not meet competitive standards)	each	\$1,509.20
21654	Spectrum	533-17	10,11,14	Grizzly Side Step	each	\$1,810.16
21655	Spectrum	533-17	10,11,14	Grizzly Rear Step	each	\$1,810.16
21653	Spectrum	533-17	10,11,14	Growler Side Step	each	\$1,981.76
21657	Spectrum	533-17	10,11,14	Growler Rear Step	each	\$1,981.76
21700	Spectrum	533-17	10,11,14	Anchor Single Post	each	\$362.56

Part Number	Manufacturer Name	Contract	Category	Short Description	Unit of Measure	Price
21705	Spectrum	533-17	10,11,14	Anchor Set Tool	each	\$134.64
	Spectrum	533-17	10,11,14	Custom Logos/ Colors/ Powder Coating	each	Call for Pricing
133171	Spectrum	533-17	10,11,14	Xcellerator Dual Post	each	\$3,147.76
57741	Spectrum	533-17	10,11,14	Record Breaker Dual Post	each	\$2,111.12
21095	Spectrum	533-17	10,11,14	Bighorn-Standard	each	\$1,960.64
21115	Spectrum	533-17	10,11,14	Bighorn-Long Reach	each	\$2,323.20
21135	Spectrum	533-17	10,11,14	Cougar-Side Step	each	\$2,293.28
21145	Spectrum	533-17	10,11,14	Cougar-Rear Step	each	\$2,293.28
24070	Spectrum	533-17	10,11,14	Anchor Dual Post-6" w/Caps	each	\$242.88
24701	Spectrum	533-17	10,11,14	Anchor Dual Post-10" w/Caps	each	\$302.72
	Spectrum	533-17	10,11,14	Custom Logos/ Colors/ Powder Coating	each	Call for Pricing
21400	Spectrum	533-17	10,11,14	Cover-Starting Block Soft	each	\$272.80
153174	Spectrum	533-17	10,11,14	Cover-Starting Block Hard	each	\$181.28
143186	Spectrum	533-17	10,11,14	Spring Plunger Replacement Kit	each	\$149.60
26271	Spectrum	533-17	10,11,14	8" x 10" Step (White)	each	\$95.92
26270	Spectrum	533-17	10,11,14	23" x 25" Footboard (White)	each	\$170.72
42052	Spectrum	533-17	10,11,14	25" x 32" Footboard (White)	each	\$182.16
30000	Spectrum	533-17	10,11,14	1.5" x .083" Backstroke Bar Cap	each	\$7.04
20046	Spectrum	533-17	10,11,14	1" x .120" Wedge Adjustment Rail Cap	each	\$5.28
21702-04	Spectrum	533-17	10,11,14	Single Post Anchor Cap	each	\$88.88
24061-00	Spectrum	533-17	10,11,14	Dual Post Anchor Cap (ea)	each	\$41.36
550XX	Spectrum	533-17	10,11,14	COMPETITOR 4" -60FT, 75FT, 25M, 50M	each	Call for Pricing
551XX	Spectrum	533-17	10,11,14	COMPETITOR-4"-25M, 50M w/ DISCS	each	Call for Pricing
55170	Spectrum	533-17	10,11,14	COMPETITOR-4"-CUSTOM /FT CUSTOM LENGTH	each	Call for Pricing
55180	Spectrum	533-17	10,11,14	COMPETITOR HARDWARE KIT-REEL & SPRING	each	Call for Pricing
552XX	Spectrum	533-17	10,11,14	COMPETITOR-6"-60FT, 75FT, 25M, 50M-GOLD MEDAL	each	Call for Pricing
553XX	Spectrum	533-17	10,11,14	COMPETITOR-6"-25M, and 50M w/ DISCS	each	Call for Pricing
558XX	Spectrum	533-17	10,11,14	ANTI-WAVE 4 RUNNER 60', 75', 25M, 50M	each	Call for Pricing
558XX	Spectrum	533-17	10,11,14	ANTI-WAVE 4 RUNNER 50M w/DISCS	each	Call for Pricing
55840	Spectrum	533-17	10,11,14	ANTI-WAVE 4 RUNNER/FT CUSTOM LENGTH	each	Call for Pricing
55845	Spectrum	533-17	10,11,14	ANTI-WAVE HARDWARE KIT	each	Call for Pricing
558XX	Spectrum	533-17	10,11,14	ANTI-WAVE MAX 60', 75', 25M, 50M	each	Call for Pricing
55870, 5	Spectrum	533-17	10,11,14	ANTI-WAVE MAX 50M w/1 or 2 DISCS	each	Call for Pricing
55880	Spectrum	533-17	10,11,14	ANTI-WAVE MAX /FT	each	Call for Pricing
55525	Spectrum	533-17	10,11,14	Sheridan Lane Line Storage Reel (Holds 720' of 4" diameter or 400' of 6" diameter)	each	\$2,163.92
55552	Spectrum	533-17	10,11,14	Cover Sheridan Reel	each	\$352.88
82300	Spectrum	533-17	10,11,14	Toddler Dock	each	\$2,286.24
23614	Spectrum	533-17	10,11,14	8' Stanchion - 1.90 X .145	each	\$342.32
23612	Spectrum	533-17	10,11,14	8' Stanchion - 1.90 X .109	each	\$321.20
23610	Spectrum	533-17	10,11,14	8' Stanchion - 1.90 X .065	each	\$249.92
23625	Spectrum	533-17	10,11,14	Sliding Ring-Stachion-1.90 OD	each	\$61.60
23624	Spectrum	533-17	10,11,14	4'6" Stanchion - 1.90 X .145	each	\$242.88
23622	Spectrum	533-17	10,11,14	4'6" Stanchion - 1.90 X .109	each	\$229.68
23620	Spectrum	533-17	10,11,14	4'6" Stanchion - 1.90 X .065	each	\$176.88
57920	Spectrum	533-17	10,11,14	ADA Bozeman 3-Tread Ladder 1.5X.120	each	\$4,069.12
57921	Spectrum	533-17	10,11,14	ADA Bozeman 4-Tread Ladder 1.SX.120	each	\$4,623.52
57922	Spectrum	533-17	10,11,14	ADA Bozeman 5-Tread Ladder 1.SX.120	each	\$5,085.52

Part Number	Manufacturer Name	Contract	Category	Short Description	Unit of Measure	Price
57923	Spectrum	533-17	10,11,14	ADA Bozeman 6-Tread Ladder 1.5X.120	each	\$5,548.40
24090	Spectrum	533-17	10,11,14	Anchor-Wedge-Stainless Steel-1.5" O.D. Rails	each	\$51.92
24095	Spectrum	533-17	10,11,14	Escutcheon Plate 1.50"	each	\$17.60
25013	Spectrum	533-17	10,11,14	Missoula 3-Step Ladder 1.5X.120	each	\$1,180.96
25019	Spectrum	533-17	10,11,14	Missoula 4-Step Ladder 1.5X.120	each	\$1,249.60
25025	Spectrum	533-17	10,11,14	Missoula 5-Step Ladder 1.5X.120	each	\$1,387.76
24090	Spectrum	533-17	10,11,14	Anchor-Wedge-Stainless Steel-1.5" O.D. Rails	each	\$51.92
24095	Spectrum	533-17	10,11,14	Escutcheon Plate 1.50"	each	\$17.60
28702	Spectrum	533-17	10,11,14	Grouse- 1.25 X .065 X 16"	each	\$198.00
28703	Spectrum	533-17	10,11,14	Grouse- 1.25 X .065 X 18"	each	\$204.16
28704	Spectrum	533-17	10,11,14	Grouse - 1.25 X .065 X 24"	each	\$208.56
28706	Spectrum	533-17	10,11,14	Grouse- 1.25 X .065 X 32"	each	\$217.36
28708	Spectrum	533-17	10,11,14	Grouse- 1.25 X .065 X 48"	each	\$233.20
28710	Spectrum	533-17	10,11,14	Grouse 1.5 X .120 X 16"	each	\$233.20
28711	Spectrum	533-17	10,11,14	Grouse 1.5 X .120 X 18"	each	\$262.24
28712	Spectrum	533-17	10,11,14	Grouse 1.5 X .120 X 32"	each	\$281.60
28713	Spectrum	533-17	10,11,14	Grouse 1.5 X .120 X 48"	each	\$315.92
28714	Spectrum	533-17	10,11,14	Heron 1.5 X .120 X 48"	each	\$365.20

Part Number	Manufacturer Name	Contract	Category	Short Description	Unit of Measure	Price
28715	Spectrum	533-17	10,11,14	Heron 1.5 X .120 X 60"	each	\$383.68
28716	Spectrum	533-17	10,11,14	Heron 1.5 X .120 X 72"	each	\$415.36
28717	Spectrum	533-17	10,11,14	Heron 1.5 X .120 X 96"	each	\$470.80
28722	Spectrum	533-17	10,11,14	Heron- 1.25 X .065 X 48"	each	\$254.32
28724	Spectrum	533-17	10,11,14	Heron-1.25 X .065 X 60"	each	\$276.32
28725	Spectrum	533-17	10,11,14	Heron-1.25 X .065 X 72"	each	\$297.44
28726	Spectrum	533-17	10,11,14	Heron-1.25 X .065 X 96"	each	\$341.44
37150-26-.065	Spectrum	533-17	10,11,14	Coho 26" Rail -1.9 x .065	each	\$298.32
37150-26-.109	Spectrum	533-17	10,11,14	Coho 26" Rail -1.9 x .109	each	\$461.12
37150-26-.145	Spectrum	533-17	10,11,14	Coho 26" Rail -1.9 x .145	each	\$554.40
37150-26-.083	Spectrum	533-17	10,11,14	Coho 26" Rail -1.5 x .083	each	\$352.00
37150-26-.120	Spectrum	533-17	10,11,14	Coho 26" Rail -1.5 x .120	each	\$496.32
35099-.065	Spectrum	533-17	10,11,14	Pike Adj. Rail -1.9 x .065	each	\$456.72
35099-.109	Spectrum	533-17	10,11,14	Pike Adj. Rail -1.9 x .109	each	\$690.80
35099-.145	Spectrum	533-17	10,11,14	Pike Adj. Rail -1.9 x .145	each	\$792.00
35099-.083	Spectrum	533-17	10,11,14	Pike Adj. Rail -1.5 x .083	each	\$560.56
35099-.120	Spectrum	533-17	10,11,14	Pike Adj. Rail -1.5 x .120	each	\$693.44
35113-26-.065	Spectrum	533-17	10,11,14	Burbot 26" Rail -1.9 x .065	each	\$415.36
35113-26-.109	Spectrum	533-17	10,11,14	Burbot 26" Rail -1.9 x .109	each	\$643.28
35113-26-.145	Spectrum	533-17	10,11,14	Burbot 26" Rail -1.9 x .145	each	\$747.12
35113-26-.083	Spectrum	533-17	10,11,14	Burbot 26" Rail -1.5 x .083	each	\$510.40
35113-26-.120	Spectrum	533-17	10,11,14	Burbot 26" Rail -1.5 x .120	each	\$585.20
35110-30-.065	Spectrum	533-17	10,11,14	Burbot 30" Rail -1.9 x .065	each	\$456.72
35110-30-.109	Spectrum	533-17	10,11,14	Burbot 30" Rail -1.9 x .109	each	\$698.08
35110-30-.145	Spectrum	533-17	10,11,14	Burbot 30" Rail -1.9 x .145	each	\$812.24
35110-30-.083	Spectrum	533-17	10,11,14	Burbot 30" Rail -1.5 x .083	each	\$549.12
35110-30-.120	Spectrum	533-17	10,11,14	Burbot 30" Rail -1.5 x .120	each	\$715.44
35117-26-.065	Spectrum	533-17	10,11,14	Cisco 17" Rail -1.9 x .065	each	\$389.84
35117-26-.109	Spectrum	533-17	10,11,14	Cisco 17" Rail -1.9 x .109	each	\$554.40
35117-26-.145	Spectrum	533-17	10,11,14	Cisco 17" Rail -1.9 x .145	each	\$636.24
35117-26-.083	Spectrum	533-17	10,11,14	Cisco 17" Rail-1.5 x .083	each	\$435.60
35117-26-.120	Spectrum	533-17	10,11,14	Cisco 17" Rail-1.5 x .120	each	\$551.76
35121-26-.065	Spectrum	533-17	10,11,14	Cisco 26" Rail -1.9 x .065	each	\$389.84
35121-26-.109	Spectrum	533-17	10,11,14	Cisco 26" Rail -1.9 x .109	each	\$621.28
35121-26-.145	Spectrum	533-17	10,11,14	Cisco 26" Rail -1.9 x .145	each	\$721.60
35121-26-.083	Spectrum	533-17	10,11,14	Cisco 26" Rail -1.5 x .083	each	\$507.76
35121-26-.120	Spectrum	533-17	10,11,14	Cisco 26" Rail -1.5 x .120	each	\$652.08
35124-30-.065	Spectrum	533-17	10,11,14	Cisco 30" Rail -1.9 x .065	each	\$415.36
35124-30-.109	Spectrum	533-17	10,11,14	Cisco 30" Rail -1.9 x .109	each	\$671.44
35124-30-.145	Spectrum	533-17	10,11,14	Cisco 30" Rail -1.9 x .145	each	\$777.92
35124-30-.083	Spectrum	533-17	10,11,14	Cisco 30" Rail -1.5 x .083	each	\$546.48
35124-30-.120	Spectrum	533-17	10,11,14	Cisco 30" Rail -1.5 x .120	each	\$701.36
35005-48-.065	Spectrum	533-17	10,11,14	Kokanee 48" Rail -1.9 x .065	each	\$168.08
35005-48-.109	Spectrum	533-17	10,11,14	Kokanee 48" Rail -1.9 x .109	each	\$292.16
35005-48-.145	Spectrum	533-17	10,11,14	Kokanee 48" Rail -1.9 x .145	each	\$420.64
35005-48-.083	Spectrum	533-17	10,11,14	Kokanee 48" Rail -1.5 x .083	each	\$235.84
35005-48-.120	Spectrum	533-17	10,11,14	Kokanee 48" Rail -1.5 x .120	each	\$335.28
35007-60-.065	Spectrum	533-17	10,11,14	Kokanee 60" Rail -1.9 x .065	each	\$189.20

Part Number	Manufacturer Name	Contract	Category	Short Description	Unit of Measure	Price
35007-60-.109	Spectrum	533-17	10,11,14	Kokanee 60" Rail -1.9 x .109	each	\$322.08
35007-60-.145	Spectrum	533-17	10,11,14	Kokanee 60" Rail -1.9 x .145	each	\$469.92
35007-60-.083	Spectrum	533-17	10,11,14	Kokanee 60" Rail -1.5 x .083	each	\$263.12
35007-60-.120	Spectrum	533-17	10,11,14	Kokanee 60" Rail -1.5 x .120	each	\$374.00
35009-48-.065	Spectrum	533-17	10,11,14	3 Bend 48" Rail -1.9 x .065	each	\$155.76
35009-48-.109	Spectrum	533-17	10,11,14	3 Bend 48" Rail -1.9 x .109	each	\$267.52
35009-48-.145	Spectrum	533-17	10,11,14	3 Bend 48" Rail -1.9 x .145	each	\$384.56
35009-48-.083	Spectrum	533-17	10,11,14	3 Bend 48" Rail -1.5 x .083	each	\$224.40
35009-48-.120	Spectrum	533-17	10,11,14	3 Bend 48" Rail -1.5 x .120	each	\$315.92
35011-60-.065	Spectrum	533-17	10,11,14	3 Bend 60" Rail -1.9 x .065	each	\$172.48
35011-60-.109	Spectrum	533-17	10,11,14	3 Bend 60" Rail -1.9 x .109	each	\$297.44
35011-60-.145	Spectrum	533-17	10,11,14	3 Bend 60" Rail -1.9 x .145	each	\$426.80
35011-60-.083	Spectrum	533-17	10,11,14	3 Bend 60" Rail -1.5 x .083	each	\$243.76
35011-60-.120	Spectrum	533-17	10,11,14	3 Bend 60" Rail -1.5 x .120	each	\$344.08
35013-72-.065	Spectrum	533-17	10,11,14	3 Bend 72" Rail -1.9 x .065	each	\$186.56
35013-72-.109	Spectrum	533-17	10,11,14	3 Bend 72" Rail -1.9 x .109	each	\$324.72
35013-72-.145	Spectrum	533-17	10,11,14	3 Bend 72" Rail -1.9 x .145	each	\$469.92
35013-72-.083	Spectrum	533-17	10,11,14	3 Bend 72" Rail -1.5 x .083	each	\$271.92
35013-72-.120	Spectrum	533-17	10,11,14	3 Bend 72" Rail -1.5 x .120	each	\$382.80
35125-48-.065	Spectrum	533-17	10,11,14	2 Bend 48" Rail -1.9 x .065	each	\$155.76
35125-48-.109	Spectrum	533-17	10,11,14	2 Bend 48" Rail -1.9 x .109	each	\$267.52
35125-48-.145	Spectrum	533-17	10,11,14	2 Bend 48" Rail -1.9 x .145	each	\$384.56
35125-48-.083	Spectrum	533-17	10,11,14	2 Bend 48" Rail -1.5 x .083	each	\$219.12
35125-48-.120	Spectrum	533-17	10,11,14	2 Bend 48" Rail -1.5 x .120	each	\$310.64
35126-60-.065	Spectrum	533-17	10,11,14	2 Bend 60" Rail -1.9 x .065	each	\$172.48
35126-60-.109	Spectrum	533-17	10,11,14	2 Bend 60" Rail -1.9 x .109	each	\$294.80
35126-60-.145	Spectrum	533-17	10,11,14	2 Bend 60" Rail -1.9 x .145	each	\$426.80
35126-60-.083	Spectrum	533-17	10,11,14	2 Bend 60" Rail -1.5 x .083	each	\$241.12
35126-60-.120	Spectrum	533-17	10,11,14	2 Bend 60" Rail -1.5 x .120	each	\$341.44
35127-72-.065	Spectrum	533-17	10,11,14	2 Bend 72" Rail -1.9 x .065	each	\$190.96
35127-72-.109	Spectrum	533-17	10,11,14	2 Bend 72" Rail -1.9 x .109	each	\$324.72
35127-72-.145	Spectrum	533-17	10,11,14	2 Bend 72" Rail -1.9 x .145	each	\$469.92
35127-72-.083	Spectrum	533-17	10,11,14	2 Bend 72" Rail -1.5 x .083	each	\$269.28
35127-72-.120	Spectrum	533-17	10,11,14	2 Bend 72" Rail -1.5 x .120	each	\$382.80
36246-48-.065	Spectrum	533-17	10,11,14	Varden 48" Rail -1.9 x .065	each	\$328.24
36246-48-.109	Spectrum	533-17	10,11,14	Varden 48" Rail -1.9 x .109	each	\$484.00
36246-48-.145	Spectrum	533-17	10,11,14	Varden 48" Rail -1.9 x .145	each	\$539.44
36246-48-.083	Spectrum	533-17	10,11,14	Varden 48" Rail -1.5 x .083	each	\$452.32
36246-48-.120	Spectrum	533-17	10,11,14	Varden 48" Rail -1.5 x .120	each	\$551.76
36251-60-.065	Spectrum	533-17	10,11,14	Varden 60" Rail -1.9 x .065	each	\$344.96
36251-60-.109	Spectrum	533-17	10,11,14	Varden 60" Rail -1.9 x .109	each	\$494.56
36251-60-.145	Spectrum	533-17	10,11,14	Varden 60" Rail -1.9 x .145	each	\$717.20
36251-60-.083	Spectrum	533-17	10,11,14	Varden 60" Rail -1.5 x .083	each	\$474.32
36251-60-.120	Spectrum	533-17	10,11,14	Varden 60" Rail -1.5 x .120	each	\$596.64
35129-25-.065	Spectrum	533-17	10,11,14	25" Standard Ladder -1.9 x .065	each	\$331.76
35129-25-.109	Spectrum	533-17	10,11,14	25" Standard Ladder -1.9 x .109	each	\$512.16
35129-25-.145	Spectrum	533-17	10,11,14	25" Standard Ladder -1.9 x .145	each	\$801.68
35129-25-.083	Spectrum	533-17	10,11,14	25" Standard Ladder -1.5 x .083	each	\$471.68

Part Number	Manufacturer Name	Contract	Category	Short Description	Unit of Measure	Price
35129-25-.120	Spectrum	533-17	10,11,14	25" Standard Ladder -1.5 x .120	each	\$631.84
35129-27-.065	Spectrum	533-17	10,11,14	27" Standard Ladder -1.9 x .065	each	\$344.96
35129-27-.109	Spectrum	533-17	10,11,14	27" Standard Ladder -1.9 x .109	each	\$529.76
35129-27-.145	Spectrum	533-17	10,11,14	27" Standard Ladder -1.9 x .145	each	\$821.04
35129-27-.083	Spectrum	533-17	10,11,14	27" Standard Ladder -1.5 x .083	each	\$485.76
35129-27-.120	Spectrum	533-17	10,11,14	27" Standard Ladder -1.5 x .120	each	\$647.68
35129-30-.065	Spectrum	533-17	10,11,14	30" Standard Ladder -1.9 x .065	each	\$364.32
35129-30-.109	Spectrum	533-17	10,11,14	30" Standard Ladder -1.9 x .109	each	\$550.88
35129-30-.145	Spectrum	533-17	10,11,14	30" Standard Ladder -1.9 x .145	each	\$861.52
35129-30-.083	Spectrum	533-17	10,11,14	30" Standard Ladder -1.5 x .083	each	\$511.28
35129-30-.120	Spectrum	533-17	10,11,14	30" Standard Ladder -1.5 x .120	each	\$680.24
35129-36-.065	Spectrum	533-17	10,11,14	36" Standard Ladder -1.9 x .065	each	\$398.64
35129-36-.109	Spectrum	533-17	10,11,14	36" Standard Ladder -1.9 x .109	each	\$594.88
35129-36-.145	Spectrum	533-17	10,11,14	36" Standard Ladder -1.9 x .145	each	\$924.00
35129-36-.083	Spectrum	533-17	10,11,14	36" Standard Ladder -1.5 x .083	each	\$553.52
35129-36-.120	Spectrum	533-17	10,11,14	36" Standard Ladder -1.5 x .120	each	\$731.28
35131-25-.065	Spectrum	533-17	10,11,14	25" Standard Ladder -1.9 x .065	each	\$398.64
35131-25-.109	Spectrum	533-17	10,11,14	25" Standard Ladder -1.9 x .109	each	\$601.92
35131-25-.145	Spectrum	533-17	10,11,14	25" Standard Ladder -1.9 x .145	each	\$932.80
35131-25-.083	Spectrum	533-17	10,11,14	25" Standard Ladder -1.5 x .083	each	\$557.04
35131-25-.120	Spectrum	533-17	10,11,14	25" Standard Ladder - 1.5 x .120	each	\$736.56
35131-27-.065	Spectrum	533-17	10,11,14	27" Standard Ladder - 1.9 x .065	each	\$418.00
35131-27-.109	Spectrum	533-17	10,11,14	27" Standard Ladder -1.9 x .109	each	\$624.80
35131-27-.145	Spectrum	533-17	10,11,14	27" Standard Ladder - 1.9 x .145	each	\$968.88
35131-27-.083	Spectrum	533-17	10,11,14	27" Standard Ladder - 1.5 x .083	each	\$585.20
35131-27-.120	Spectrum	533-17	10,11,14	27" Standard Ladder -1.5 x .120	each	\$765.60
35131-30-.065	Spectrum	533-17	10,11,14	30" Standard Ladder - 1.9 x .065	each	\$424.16
35131-30-.109	Spectrum	533-17	10,11,14	30" Standard Ladder - 1.9 x .109	each	\$631.84
35131-30-.145	Spectrum	533-17	10,11,14	30" Standard Ladder - 1.9 x .145	each	\$978.56
08335131-30-.083	Spectrum	533-17	10,11,14	30" Standard Ladder - 1.5 x .083	each	\$587.84
35131-30-.120	Spectrum	533-17	10,11,14	30" Standard Ladder - 1.5 x .120	each	\$774.40
35131-36-.065	Spectrum	533-17	10,11,14	36" Standard Ladder -1.9 x .065	each	\$466.40
35131-36-.109	Spectrum	533-17	10,11,14	36" Standard Ladder -1.9 x .109	each	\$684.64
35131-36-.145	Spectrum	533-17	10,11,14	36" Standard Ladder -1.9 x .145	each	\$1,054.24
35131-36-.083	Spectrum	533-17	10,11,14	36" Standard Ladder - 1.5 x .083	each	\$647.68
35131-36-.120	Spectrum	533-17	10,11,14	36" Standard Ladder- 1.5 x .120	each	\$840.40
35133-25-.065	Spectrum	533-17	10,11,14	25" Standard Ladder -1.9 x .065	each	\$464.64
35133-25-.109	Spectrum	533-17	10,11,14	25" Standard Ladder - 1.9 x .109	each	\$692.56
35133-25-.145	Spectrum	533-17	10,11,14	25" Standard Ladder - 1.9 x .145	each	\$1,067.44
35133-25-.083	Spectrum	533-17	10,11,14	25" Standard Ladder - 1.5 x .083	each	\$657.36
35133-25-.120	Spectrum	533-17	10,11,14	25" Standard Ladder - 1.5 x .120	each	\$845.68
35133-27-.065	Spectrum	533-17	10,11,14	27" Standard Ladder -1.9 x .065	each	\$484.00
35133-27-.109	Spectrum	533-17	10,11,14	27" Standard Ladder -1.9 x .109	each	\$714.56
35133-27-.145	Spectrum	533-17	10,11,14	27" Standard Ladder -1.9 x .145	each	\$1,097.36
35133-27-.083	Spectrum	533-17	10,11,14	27" Standard Ladder -1.5 x .083	each	\$671.44
35133-27-.120	Spectrum	533-17	10,11,14	27" Standard Ladder -1.5 x .120	each	\$873.84
35133-30-.065	Spectrum	533-17	10,11,14	30" Standard Ladder -1.9 x .065	each	\$507.76
35133-30-.109	Spectrum	533-17	10,11,14	30" Standard Ladder - 1.9 x .109	each	\$743.60

Part Number	Manufacturer Name	Contract	Category	Short Description	Unit of Measure	Price
35133-30-.145	Spectrum	533-17	10,11,14	30" Standard Ladder -1.9 x .145	each	\$1,140.48
35133-30-.083	Spectrum	533-17	10,11,14	30" Standard Ladder -1.5 x .083	each	\$704.88
35133-30-.120	Spectrum	533-17	10,11,14	30" Standard Ladder -1.5 x .120	each	\$908.16
35133-36-.065	Spectrum	533-17	10,11,14	36" Standard Ladder -1.9 x .065	each	\$513.92
35133-36-.109	Spectrum	533-17	10,11,14	36" Standard Ladder -1.9 x .109	each	\$755.04
35133-36-.145	Spectrum	533-17	10,11,14	36" Standard Ladder -1.9 x .145	each	\$1,158.96
35133-36-.083	Spectrum	533-17	10,11,14	36" Standard Ladder -1.5 x .083	each	\$714.56
35133-36-.120	Spectrum	533-17	10,11,14	36" Standard Ladder -1.5 x .120	each	\$923.12
35135-25-.065	Spectrum	533-17	10,11,14	25" Standard Ladder -1.9 x .065	each	\$531.52
35135-25-.109	Spectrum	533-17	10,11,14	25" Standard Ladder -1.9 x .109	each	\$782.32
35135-25-.145	Spectrum	533-17	10,11,14	25" Standard Ladder -1.9 x .145	each	\$1,199.44
35135-25-.083	Spectrum	533-17	10,11,14	25" Standard Ladder -1.5 x .083	each	\$736.56
35135-25-.120	Spectrum	533-17	10,11,14	25" Standard Ladder -1.5 x .120	each	\$954.80
35135-27-.065	Spectrum	533-17	10,11,14	27" Standard Ladder -1.9 x .065	each	\$552.64
35135-27-.109	Spectrum	533-17	10,11,14	27" Standard Ladder-1.9 x .109	each	\$806.08
35135-27-.145	Spectrum	533-17	10,11,14	27" Standard Ladder -1.9 x .145	each	\$1,235.52
35135-27-.083	Spectrum	533-17	10,11,14	27" Standard Ladder-1.5 x .083	each	\$765.60
35135-27-.120	Spectrum	533-17	10,11,14	27" Standard Ladder-1.5 x .120	each	\$985.60
35135-30-.065	Spectrum	533-17	10,11,14	30" Standard Ladder -1.9 x .065	each	\$574.64
35135-30-.109	Spectrum	533-17	10,11,14	30" Standard Ladder -1.9 x .109	each	\$833.36
35135-30-.145	Spectrum	533-17	10,11,14	30" Standard Ladder -1.9 x .145	each	\$1,274.24
35135-30-.083	Spectrum	533-17	10,11,14	30" Standard Ladder-1.5 x .083	each	\$793.76
35135-30-.120	Spectrum	533-17	10,11,14	30" Standard Ladder -1.5 x .120	each	\$1,017.28
35135-36-.065	Spectrum	533-17	10,11,14	36" Standard Ladder -1.9 x .065	each	\$600.16
35135-36-.109	Spectrum	533-17	10,11,14	36" Standard Ladder -1.9 x .109	each	\$866.80
35135-36-.145	Spectrum	533-17	10,11,14	36" Standard Ladder -1.9 x .145	each	\$1,324.40
35135-36-.083	Spectrum	533-17	10,11,14	36" Standard Ladder -1.5 x .083	each	\$828.08
35135-36-.120	Spectrum	533-17	10,11,14	36" Standard Ladder -1.5 x .120	each	\$1,056.88
36178-25-.065	Spectrum	533-17	10,11,14	25" Heavy Duty Ladder- 1.9 x .065	each	\$551.76
36178-25-.109	Spectrum	533-17	10,11,14	25" Heavy Duty Ladder -1.9 x .109	each	\$834.24
36178-25-.145	Spectrum	533-17	10,11,14	25" Heavy Duty Ladder- 1.9 x .145	each	\$1,090.32
36178-25-.083	Spectrum	533-17	10,11,14	25" Heavy Duty Ladder- 1.5 x .083	each	\$660.00
36178-25-.120	Spectrum	533-17	10,11,14	25" Heavy Duty Ladder-1.5 x .120	each	\$857.12
36178-27-.065	Spectrum	533-17	10,11,14	27" Heavy Duty Ladder- 1.9 x .065	each	\$569.36
36178-27-.109	Spectrum	533-17	10,11,14	27" Heavy Duty Ladder-1.9 x .109	each	\$868.56
36178-27-.145	Spectrum	533-17	10,11,14	27" Heavy Duty Ladder- 1.9 x .145	each	\$1,133.44
36178-27-.083	Spectrum	533-17	10,11,14	27" Heavy Duty Ladder -1.5 x .083	each	\$691.68
36178-27-.120	Spectrum	533-17	10,11,14	27" Heavy Duty Ladder -1.5 x .120	each	\$894.96
36178-30-.065	Spectrum	533-17	10,11,14	30" Heavy Duty Ladder -1.9 x .065	each	\$585.20
36178-30-.109	Spectrum	533-17	10,11,14	30" Heavy Duty Ladder - 1.9 x .109	each	\$914.32
36178-30-.145	Spectrum	533-17	10,11,14	30" Heavy Duty Ladder - 1.9 x .145	each	\$1,188.88
36178-30-.083	Spectrum	533-17	10,11,14	30" Heavy Duty Ladder - 1.5 x .083	each	\$731.28
36178-30-.120	Spectrum	533-17	10,11,14	30" Heavy Duty Ladder - 1.5 x .120	each	\$939.84
36178-36-.065	Spectrum	533-17	10,11,14	36" Heavy Duty Ladder - 1.9 x .065	each	\$596.64
36178-36-.109	Spectrum	533-17	10,11,14	36" Heavy Duty Ladder* 1.9 x .109	each	\$952.16
36178-36-.145	Spectrum	533-17	10,11,14	36" Heavy Duty Ladder -1.9 x .145	each	\$1,271.60

Part Number	Manufacturer Name	Contract	Category	Short Description	Unit of Measure	Price
36178-36-.083	Spectrum	533-17	10,11,14	36" Heavy Duty Ladder -1.5 x .083	each	\$777.04
36178-36-.120	Spectrum	533-17	10,11,14	36" Heavy Duty Ladder -1.5 x .120	each	\$999.68
36399-25-.065	Spectrum	533-17	10,11,14	25" Heavy Duty Ladder -1.9 x .065	each	\$601.92
36399-25-.109	Spectrum	533-17	10,11,14	25" Heavy Duty Ladder -1.9 x .109	each	\$939.84
36399-25-.145	Spectrum	533-17	10,11,14	25" Heavy Duty Ladder -1.9 x .145	each	\$1,225.84
36399-25-.083	Spectrum	533-17	10,11,14	25" Heavy Duty Ladder -1.5 x .083	each	\$748.88
36399-25-.120	Spectrum	533-17	10,11,14	25" Heavy Duty Ladder -1.5 x .120	each	\$965.36
36399-27-.065	Spectrum	533-17	10,11,14	27" Heavy Duty Ladder -1.9 x .065	each	\$652.96
36399-27-.109	Spectrum	533-17	10,11,14	27" Heavy Duty Ladder -1.9 x .109	each	\$976.80
36399-27-.145	Spectrum	533-17	10,11,14	27" Heavy Duty Ladder -1.9 x .145	each	\$1,268.08
36399-27-.083	Spectrum	533-17	10,11,14	27" Heavy Duty Ladder -1.5 x .083	each	\$783.20
36399-27-.120	Spectrum	533-17	10,11,14	27" Heavy Duty Ladder -1.5 x .120	each	\$999.68
36399-30-.065	Spectrum	533-17	10,11,14	30" Heavy Duty Ladder -1.9 x .065	each	\$669.68
36399-30-.109	Spectrum	533-17	10,11,14	30" Heavy Duty Ladder -1.9 x .109	each	\$982.96
36399-30-.145	Spectrum	533-17	10,11,14	30" Heavy Duty Ladder -1.9 x .145	each	\$1,281.28
36399-30-.083	Spectrum	533-17	10,11,14	30" Heavy Duty Ladder -1.5 x .083	each	\$793.76
36399-30-.120	Spectrum	533-17	10,11,14	30" Heavy Duty Ladder* 1.5 x .120	each	\$1,022.56
36399-36-.065	Spectrum	533-17	10,11,14	36" Heavy Duty Ladder* 1.9 x .065	each	\$681.12
36399-36-.109	Spectrum	533-17	10,11,14	36" Heavy Duty Ladder-1.9 x .109	each	\$1,047.20
36399-36-.145	Spectrum	533-17	10,11,14	36" Heavy Duty Ladder-1.9 x .145	each	\$1,402.72
36399-36-.083	Spectrum	533-17	10,11,14	36" Heavy Duty Ladder -1.5 x .083	each	\$868.56
36399-36-.120	Spectrum	533-17	10,11,14	36" Heavy Duty Ladder -1.5 x .120	each	\$1,108.80
36401-25-.065	Spectrum	533-17	10,11,14	25" Heavy Duty Ladder -1.9 x .065	each	\$719.84
36401-25-.109	Spectrum	533-17	10,11,14	25" Heavy Duty Ladder -1.9 x .109	each	\$1,048.96
36401-25-.145	Spectrum	533-17	10,11,14	25" Heavy Duty Ladder -1.9 x .145	each	\$1,360.48
36401-25-.083	Spectrum	533-17	10,11,14	25" Heavy Duty Ladder -1.5 x .083	each	\$840.40
36401-25-.120	Spectrum	533-17	10,11,14	25" Heavy Duty Ladder* 1.5 x .120	each	\$1,077.12
36401-27-.065	Spectrum	533-17	10,11,14	27" Heavy Duty Ladder -1.9 x .065	each	\$736.56
36401-27-.109	Spectrum	533-17	10,11,14	27" Heavy Duty Ladder -1.9 x .109	each	\$1,079.76
36401-27-.145	Spectrum	533-17	10,11,14	27" Heavy Duty Ladder -1.9 x .145	each	\$1,399.20
36401-27-.083	Spectrum	533-17	10,11,14	27" Heavy Duty Ladder -1.5 x .083	each	\$871.20
36401-27-.120	Spectrum	533-17	10,11,14	27" Heavy Duty Ladder -1.5 x .120	each	\$1,108.80
36401-30-.065	Spectrum	533-17	10,11,14	30" Heavy Duty Ladder -1.9 x .065	each	\$753.28
36401-30-.109	Spectrum	533-17	10,11,14	30" Heavy Duty Ladder -1.9 x .109	each	\$1,125.52
36401-30-.145	Spectrum	533-17	10,11,14	30" Heavy Duty Ladder -1.9 x .145	each	\$1,422.08
36401-30-.083	Spectrum	533-17	10,11,14	30" Heavy Duty Ladder -1.5 x .083	each	\$908.16
36401-30-.120	Spectrum	533-17	10,11,14	30" Heavy Duty Ladder -1.5 x .120	each	\$1,153.68
36401-36-.065	Spectrum	533-17	10,11,14	36" Heavy Duty Ladder - 1.9 x .065	each	\$763.84
36401-36-.109	Spectrum	533-17	10,11,14	36" Heavy Duty Ladder - 1.9 x .109	each	\$1,170.40
36401-36-.145	Spectrum	533-17	10,11,14	36" Heavy Duty Ladder - 1.9 x .145	each	\$1,537.36
36401-36-.083	Spectrum	533-17	10,11,14	36" Heavy Duty Ladder - 1.5 x .083	each	\$957.44
36401-36-.120	Spectrum	533-17	10,11,14	36" Heavy Duty Ladder - 1.5 x .120	each	\$1,217.04
36403-25-.065	Spectrum	533-17	10,11,14	25" Heavy Duty Ladder - 1.9 x .065	each	\$753.28
36403-25-.109	Spectrum	533-17	10,11,14	25" Heavy Duty Ladder - 1.9 x .109	each	\$1,153.68
36403-25-.145	Spectrum	533-17	10,11,14	25" Heavy Duty Ladder - 1.9 x .145	each	\$1,494.24
36403-25-.083	Spectrum	533-17	10,11,14	25" Heavy Duty Ladder - 1.5 x .083	each	\$934.56
36403-25-.120	Spectrum	533-17	10,11,14	25" Heavy Duty Ladder - 1.5 x .120	each	\$1,183.72
36403-27-.065	Spectrum	533-17	10,11,14	27" Heavy Duty Ladder - 1.9 x .065	each	\$813.12

Part Number	Manufacturer Name	Contract	Category	Short Description	Unit of Measure	Price
36403-27-.109	Spectrum	533-17	10,11,14	27" Heavy Duty Ladder - 1.9 x .109	each	\$1,188.00
36403-27-.145	Spectrum	533-17	10,11,14	27" Heavy Duty Ladder - 1.9 x .145	each	\$1,537.36
36403-27-.083	Spectrum	533-17	10,11,14	27" Heavy Duty Ladder - 1.5 x .083	each	\$965.36
36403-27-.120	Spectrum	533-17	10,11,14	27" Heavy Duty Ladder - 1.5 x .120	each	\$1,219.68
36403-30-.065	Spectrum	533-17	10,11,14	30" Heavy Duty Ladder - 1.9 x .065	each	\$828.08
36403-30-.109	Spectrum	533-17	10,11,14	30" Heavy Duty Ladder - 1.9 x .109	each	\$1,231.12
36403-30-.145	Spectrum	533-17	10,11,14	30" Heavy Duty Ladder - 1.9 x .145	each	\$1,590.16
36403-30-.083	Spectrum	533-17	10,11,14	30" Heavy Duty Ladder - 1.5 x .083	each	\$999.68
36403-30-.120	Spectrum	533-17	10,11,14	30" Heavy Duty Ladder - 1.5 x .120	each	\$1,262.80
36403-36-.065	Spectrum	533-17	10,11,14	36" Heavy Duty Ladder - 1.9 x .065	each	\$837.76
36403-36-.109	Spectrum	533-17	10,11,14	36" Heavy Duty Ladder - 1.9 x .109	each	\$1,294.48
36403-36-.145	Spectrum	533-17	10,11,14	36" Heavy Duty Ladder - 1.9 x .145	each	\$1,672.00
36403-36-.083	Spectrum	533-17	10,11,14	36" Heavy Duty Ladder - 1.5 x .083	each	\$1,051.60
36403-36-.120	Spectrum	533-17	10,11,14	36" Heavy Duty Ladder - 1.5 x .120	each	\$1,328.80
24411-00	Spectrum	533-17	10,11,14	Ladder Tread HDPE 20" x 1.5" W/HDWR	each	\$113.52
24412-00	Spectrum	533-17	10,11,14	Ladder Tread HDPE 20" x 1.9" W /HDWR	each	\$116.16
24413-00	Spectrum	533-17	10,11,14	Ladder Tread ABS 26" x 1.9" 15Deg W /HDWR	each	\$107.36
24414-00	Spectrum	533-17	10,11,14	Ladder Tread ABS 22" x 1.9" 15Deg W/HDWR	each	\$111.76
556260-03	Spectrum	533-17	10,11,14	Ladder Tread ABS 26" x 1.5" 15Deg	each	\$107.36
30040	Spectrum	533-17	10,11,14	Ladder Tread ABS 22" x 1.5" 15Deg	each	\$111.76
44986	Spectrum	533-17	10,11,14	Step Tread 20" Universal	each	\$54.56
57915	Spectrum	533-17	10,11,14	Bozeman Replacement Step	each	\$208.56
77107	Spectrum	533-17	10,11,14	Ladder Tread SS 20" x 1.5"	each	\$82.72
35086	Spectrum	533-17	10,11,14	Ladder Tread SS 20" x 1.9"	each	\$82.72
16644	Spectrum	533-17	10,11,14	Ladder Bumper Male 1.9"	each	\$13.20
30038	Spectrum	533-17	10,11,14	Ladder Bumper Female 1.5"	each	\$13.20
30021	Spectrum	533-17	10,11,14	Ladder Bumper Female 1.9"	each	\$13.20
22121	Spectrum	533-17	10,11,14	Divestand-Cheyenne-1M-1.90 Rear	each	\$11,665.28
22140	Spectrum	533-17	10,11,14	Kit-Anchor-Cheyenne-1M & 1/2M -1.90 Rear	each	\$977.68
22123	Spectrum	533-17	10,11,14	Divestand-Cheyenne-1M-1.90 Side	each	\$12,006.72
22160	Spectrum	533-17	10,11,14	Kit-Anchor-Cheyenne-1M & 1/2M-1.90 Side	each	\$1,172.16
47061	Spectrum	533-17	10,11,14	Divestand 1/2, 2/3 & 3/4 Meter-Rear	each	\$8,070.48
47062	Spectrum	533-17	10,11,14	Divestand 1/2, 2/3 & 3/4 Meter-Side	each	\$8,167.28
19177	Spectrum	533-17	10,11,14	Anchor-Shallow Deck-1/2, 2/3 & 3/4 Rear	each	\$1,172.16
22010	Spectrum	533-17	10,11,14	70-231-300 Divestand-Duraform-3M (Rear)	each	Call for Pricing
22030	Spectrum	533-17	10,11,14	70-231-400 Divestand Duraform-1M (Rear)	each	Call for Pricing
22060	Spectrum	533-17	10,11,14	70-231-520 Divestand Duraform-Short Stand w/ Handrails	each	Call for Pricing
22090	Spectrum	533-17	10,11,14	70-231-524 Divestand Duraform-Short Stand No Handrails	each	Call for Pricing
22020	Spectrum	533-17	10,11,14	70-231-900 Diraform-Anchor-Bronze-Set Of 8	each	Call for Pricing
22100	Spectrum	533-17	10,11,14	70-231-900 Anchor-Bronze-Set Of 6	each	Call for Pricing
22300	Spectrum	533-17	10,11,14	Dive Board-Fiberglass-Commercial-10'	each	Call for Pricing
22310	Spectrum	533-17	10,11,14	Dive Board-Fiberglass-Commercial-12'	each	Call for Pricing
22320	Spectrum	533-17	10,11,14	Dive Board-Fiberglass-Commercial-14'	each	Call for Pricing
22330	Spectrum	533-17	10,11,14	Dive Board-Fiberglass-Commercial-16'	each	Call for Pricing
22400	Spectrum	533-17	10,11,14	Dive Board-Aluminum-10'	each	Call for Pricing
22410	Spectrum	533-17	10,11,14	Dive Board-Aluminum-12'	each	Call for Pricing
22420	Spectrum	533-17	10,11,14	Dive Board-Aluminum-14'	each	Call for Pricing
22430	Spectrum	533-17	10,11,14	Dive Board-Aluminum-16'	each	Call for Pricing

Part Number	Manufacturer Name	Contract	Category	Short Description	Unit of Measure	Price
22210	Spectrum	533-17	10,11,14	66-231-324 Dive Board-Duraflex 14'	each	Call for Pricing
22220	Spectrum	533-17	10,11,14	66-231-326 Dive Board-Duraflex 16'	each	Call for Pricing
22240	Spectrum	533-17	10,11,14	66-231-330 Maxiflex B 16' Dive Board	each	Call for Pricing
20065	Spectrum	533-17	10,11,14	Guard Chair-Hyalite-1.90 X .065	each	\$3,806.88
57308	Spectrum	533-17	10,11,14	Guard Chair- 5' Stimson-1.90 X .065	each	\$3,513.84
20013	Spectrum	533-17	10,11,14	Anch Kit-Guard Chair-Hyalite/Stimson	each	\$159.28
20085	Spectrum	533-17	10,11,14	Guard Chair-Sapphire-1.9 X .065	each	\$2,295.04
20021	Spectrum	533-17	10,11,14	Anchor-Guard Chair-Sapphire	each	\$86.24
42022	Spectrum	533-17	10,11,14	Guard Chair-Mendota 36" (Recycled Plastic)	each	\$542.08
45023	Spectrum	533-17	10,11,14	Guard Chair-Mendota 48" (Recycled Plastic)	each	\$676.72
47747	Spectrum	533-17	10,11,14	Guard Chair-Mendota 60" (Recycled Plastic)	each	\$880.00
54481	Spectrum	533-17	10,11,14	Guard Chair-Mendota 60" Side Step (Recycled Plastic)	each	\$1,421.20
20180	Spectrum	533-17	10,11,14	Ballast Tank - Mendota Guard Chair	each	\$264.00
47710	Spectrum	533-17	10,11,14	Mendota Wheel Kit	each	\$67.76
20140	Spectrum	533-17	10,11,14	Guard Chair-5' Discovery-1.90 X .065	each	\$3,368.64
20160	Spectrum	533-17	10,11,14	Guard Chair-6' Discovery-1.90 X .065	each	\$3,612.40
20170	Spectrum	533-17	10,11,14	Guard Chair-8' Discovery-1.90 X .065	each	\$4,021.60
20145	Spectrum	533-17	10,11,14	Ballast Assembly-Discovery Guard Chair	each	\$376.64
20110	Spectrum	533-17	10,11,14	Guard Chair -4' Marshall-1.90 X .065	each	\$1,882.32
20100	Spectrum	533-17	10,11,14	Guard Chair -6' Marshall-1.90 X .065	each	\$2,244.88
20148	Spectrum	533-17	10,11,14	Ballast Assembly-Marshall Guard Chair	each	\$376.64
20211	Spectrum	533-17	10,11,14	Guard Chair-Torrey II 36"-1.90 X .065	each	\$2,734.16
20214	Spectrum	533-17	10,11,14	Guard Chair-Torrey II 42"-1.90 X .065	each	\$2,872.32
20215	Spectrum	533-17	10,11,14	Guard Chair-Torrey II 48"-1.90 X .065	each	\$3,367.76
20121	Spectrum	533-17	10,11,14	Guard Chair-Hilgard-1.50 X .083	each	\$4,783.68
40923	Spectrum	533-17	10,11,14	Guard Chair-Observation Station-1.50 X .083	each	\$4,783.68
29914	Spectrum	533-17	10,11,14	Folding Seat	each	\$278.96
77119	Spectrum	533-17	10,11,14	Quick Disconnect Swivel Assembly	each	\$77.44
20295-00	Spectrum	533-17	10,11,14	Adapter Plate W/Swivel	each	\$389.84
555206-03	Spectrum	533-17	10,11,14	24" x 36" Composite Footboard	each	\$519.20
36457	Spectrum	533-17	10,11,14	29.5" x 42" composite Footboard	each	\$629.20
68140	Spectrum	533-17	10,11,14	Discovery Umbrella Holder	each	\$149.60
208007-00	Spectrum	533-17	10,11,14	Hilgard Umbrella Holder	each	\$151.36
208070-00	Spectrum	533-17	10,11,14	Sapphire Umbrella Holder	each	\$146.96
47739	Spectrum	533-17	10,11,14	Hyalite Umbrella Holder	each	\$138.16
47743	Spectrum	533-17	10,11,14	Torrey II Umbrella Holder	each	\$80.96
16649	Spectrum	533-17	10,11,14	1.9" Rubber Foot Pad	each	\$23.76
16634	Spectrum	533-17	10,11,14	Tree Clip Black	each	\$4.40
30002	Spectrum	533-17	10,11,14	6" Rubber Wheel	each	\$29.04
30044	Spectrum	533-17	10,11,14	1.9" x .065" Tube Cap	each	\$12.32
133100	Spectrum	533-17	10,11,14	Pool Slide -Single Flume -Right -Rear Stair	each	\$23,181.84
133020	Spectrum	533-17	10,11,14	Pool Slide -Single Flume -Center -Rear Stair	each	\$23,181.84
133003	Spectrum	533-17	10,11,14	Pool Slide -Single Flume -Left -Rear Stair	each	\$23,181.84
133420	Spectrum	533-17	10,11,14	Pool Slide -Single Flume -Straight -Right Hand Stairs	each	\$23,181.84
133403	Spectrum	533-17	10,11,14	Pool Slide -Single Flume -Angle -Right Hand Stairs	each	\$23,181.84
133502	Spectrum	533-17	10,11,14	Pool Slide -Single Flume -Straight -Left Hand Stairs	each	\$23,181.84
133510	Spectrum	533-17	10,11,14	Pool Slide -Single Flume -Angle -Left Hand Stairs	each	\$23,181.84
133423	Spectrum	533-17	10,11,14	Pool Slide - Double Flume - Right Hand Stairs	each	\$24,111.12

Part Number	Manufacturer Name	Contract	Category	Short Description	Unit of Measure	Price
133512	Spectrum	533-17	10,11,14	Pool Slide - Double Flume - Left Hand Stairs	each	\$24,111.12
133120	Spectrum	533-17	10,11,14	Pool Slide - Double Flume - Slides On Right & Center – Rear Stair	each	\$24,111.12
133023	Spectrum	533-17	10,11,14	Pool Slide - Double Flume - Slides On Left & Center - Rear Stair	each	\$24,111.12
133103	Spectrum	533-17	10,11,14	Pool Slide - Double Flume - Slides On Right & Left Rear Stair	each	\$24,111.12
133123	Spectrum	533-17	10,11,14	Pool Slide - Triple Flume - Rear Stair	each	\$25,969.68
135150	Spectrum	533-17	10,11,14	Ultimate Slide 8'- 8" - Double Flume	each	\$36,273.60
140900	Spectrum	533-17	10,11,14	Ultimate Slide 8'- 8" - Single Flume – Left	each	\$35,302.96
140901	Spectrum	533-17	10,11,14	Ultimate Slide 8'- 8" - Single Flume – Right	each	\$35,302.96
AW0620	Spectrum	533-17	10,11,14	Club Floating Goal	each	Call for Pricing
AW0550	Spectrum	533-17	10,11,14	Odyssey Floating Goal	each	Call for Pricing
AW0616	Spectrum	533-17	10,11,14	Universal Wall Goal	each	Call for Pricing
AW0674	Spectrum	533-17	10,11,14	Flipfloat Folding Goal	each	Call for Pricing
AW0672	Spectrum	533-17	10,11,14	Splashball Folding Goal	each	Call for Pricing
AW0730	Spectrum	533-17	10,11,14	Water Polo Starting Ring	each	Call for Pricing
84299	Spectrum	533-17	10,11,14	Dawson Water Polo Goal Cage	each	\$2,782.56
84298	Spectrum	533-17	10,11,14	Support Legs 7"-Setback-Dawson	each	\$391.60
84297	Spectrum	533-17	10,11,14	Support Legs-30"-Setback-Dawson	each	\$537.68
84294	Spectrum	533-17	10,11,14	Support Legs-36"-Setback-Dawson	each	\$586.08
57827	Spectrum	533-17	10,11,14	Basketball Hoop - Dual_Post	each	\$1,172.16
24060	Spectrum	533-17	10,11,14	Stainless Steel Anchors (2 Required for 57827)	each	\$65.12
133058	Spectrum	533-17	10,11,14	Adjustable Basketball Hoop - Single Post	each	\$4,243.36
143094	Spectrum	533-17	10,11,14	J-bolt Anchor For Single Post Hoop	each	\$66.88
557900-03	Spectrum	533-17	10,11,14	1" Pillow Block	each	\$131.12
53658	Spectrum	533-17	10,11,14	Floor Lock Brake Assembly	each	\$315.92
201115-00	Spectrum	533-17	10,11,14	Sheridan Bushing Kit	each	\$138.16
50009-00	Spectrum	533-17	10,11,14	Crank Handle	each	\$149.60
552200-03	Spectrum	533-17	10,11,14	6" SS Bitterroot Caster	each	\$184.80
58236	Spectrum	533-17	10,11,14	5" Swivel Caster	each	\$143.44
42696	Spectrum	533-17	10,11,14	Anchor-Composite Compression Anchor 1.5" OD	each	\$58.08
24094	Spectrum	533-17	10,11,14	Wrench-Compression Anchor-SS	each	\$51.04
24098	Spectrum	533-17	10,11,14	Anchor Cap-Compression-1.5"	each	\$22.00
24090	Spectrum	533-17	10,11,14	Anchor-Wedge-Stainless Steel-LS" O.D. Rails	each	\$51.92
24010	Spectrum	533-17	10,11,14	Anchor-Wedge-Bronze-4" -1.9" O.D. Rails	each	\$27.28
54052	Spectrum	533-17	10,11,14	Anchor-Wedge-Bronze-4" -1.5" O.D. Rails	each	\$27.28
24012	Spectrum	533-17	10,11,14	Anchor Cap-SS-For Bronze Wedge Anchor	each	\$20.24
24020	Spectrum	533-17	10,11,14	Anchor-Wedge-Heavy Duty Deluxe-Bronze-4" 1.9"	each	\$84.48
23638	Spectrum	533-17	10,11,14	Anchor Kit-Stanchion-6"-Bronze 1.9"	each	\$156.64
36450	Spectrum	533-17	10,11,14	Lid And Key Set For 23638	each	\$64.24
24060	Spectrum	533-17	10,11,14	Anchor Kit-Stanchion-6"-Stainless Steel	each	\$65.12
23636	Spectrum	533-17	10,11,14	Anchor Key-Stainless Steel Slip	each	\$18.48
42057	Spectrum	533-17	10,11,14	Bulkhead Anchor For Starting Blocks	each	\$538.56
58280	Spectrum	533-17	10,11,14	CPB Cup Anchor-3" Round	each	\$64.24
58316	Spectrum	533-17	10,11,14	Anchor-Cup-Stainless Steel-4"-Stamped	each	\$156.64
23450	Spectrum	533-17	10,11,14	Step-Recessed-Molded-Plastic	each	\$54.56
23452	Spectrum	533-17	10,11,14	Step-Stainless Steel-Recessed	each	\$239.36
153169	Spectrum	533-17	10,11,14	Popup Anchor	each	\$293.04
24095	Spectrum	533-17	10,11,14	Escutcheon Plate 1.50"	each	\$17.60

Part Number	Manufacturer Name	Contract	Category	Short Description	Unit of Measure	Price
24120	Spectrum	533-17	10,11,14	Escutcheon Plate 1.90" Round	each	\$17.60
35222	Spectrum	533-17	10,11,14	Escutcheon Keyhole 1.50" Stainless Steel	each	\$42.24
35214	Spectrum	533-17	10,11,14	Escutcheon Keyhole 1.90" Stainless Steel	each	\$42.24
10670	Spectrum	533-17	10,11,14	Vac-Wildcat-E1 -1hp 100' Cord 110V	each	\$3,826.24
10610	Spectrum	533-17	10,11,14	Vac-Wildcat-E1.5 -1.5hp 100' Cord 220V	each	\$4,317.28
10620	Spectrum	533-17	10,11,14	Vac-Wildcat-E2 -2hp 100' Cord 220V	each	\$4,414.96
10640	Spectrum	533-17	10,11,14	Vac-Wildcat-E3.5 -3.5hp/Gas	each	\$4,119.28
10660	Spectrum	533-17	10,11,14	Vac-Wildcat-E5.5 -5.5hp/Gas	each	\$4,364.80
10700	Spectrum	533-17	10,11,14	Vac-Bkp-Harmsco 1hp 110V	each	\$2,845.04
10720	Spectrum	533-17	10,11,14	Vac-Bkp Harmsco 2hp 220V	each	\$3,139.84
11100	Spectrum	533-17	10,11,14	Vac Pump Savage Deluxe 1hp	each	\$1,962.40
11110	Spectrum	533-17	10,11,14	Vac Pump Savage Deluxe 1.5hp	each	\$2,157.76
11120	Spectrum	533-17	10,11,14	Vac Pump Savage Deluxe 2hp	each	\$2,207.92
12500	Spectrum	533-17	10,11,14	Hose Caddy	each	\$864.16
10780	Spectrum	533-17	10,11,14	Vac Pump Cart	each	\$491.04
47906	Spectrum	533-17	10,11,14	Spectra Clean System 1 Daily Use ((4) 22oz)	each	\$167.20
47905	Spectrum	533-17	10,11,14	Spectra Clean System 2 Extreme Use (1 Gal)	each	\$148.72
47904	Spectrum	533-17	10,11,14	Spectra Clean System 3 Severe Use (1 Gal)	each	\$167.20
57373	Spectrum	533-17	10,11,14	Spectra Shield (1 Gal)	each	\$168.96
144027-4	Spectrum	533-17	10,11,14	Solarian 4' Permanent Lifeguard Chair 1.9 X .065	each	\$3,428.48
144027-6	Spectrum	533-17	10,11,14	Solarian 6' Permanent Lifeguard Chair 1.9 X .065	each	\$3,655.52
144098-4	Spectrum	533-17	10,11,14	Solarian 4' Portable Lifeguard Chair 1.9 X .065	each	\$3,051.84
144098-6	Spectrum	533-17	10,11,14	Solarian 6' Portable lifeguard Chair 1.9 X .065	each	\$3,938.00
144018-1.5-.083	Spectrum	533-17	10,11,14	Solarian Grab Rails -1.5 X .083	each	\$1,222.32
144018-1.9-.109	Spectrum	533-17	10,11,14	Solarian Grab Rails -1.9 X .109	each	\$1,320.88
134886-48-.109	Spectrum	533-17	10,11,14	Solarian 48" Stair Rails 1.9X.109	each	\$646.80
134886-48-.120	Spectrum	533-17	10,11,14	Solarian 48" Stair Rails 1.5 X .120	each	\$712.80
134886-60-.109	Spectrum	533-17	10,11,14	Solarian 60" Stair Rails 1.9X.109	each	\$698.72
134886-60-.120	Spectrum	533-17	10,11,14	Solarian 60" Stair Rails 1.5 X .120	each	\$77,000.00
134886-72-.109	Spectrum	533-17	10,11,14	Solarian 72" Stair Rails 1.9X.109	each	\$748.88
134886-72-.120	Spectrum	533-17	10,11,14	Solarian 72" Stair Rails 1.5 X .120	each	\$826.32
134640-02-.065	Spectrum	533-17	10,11,14	Solarian 2-Step Ladders 1.9X.065	each	\$1,057.76
134640-02-.083	Spectrum	533-17	10,11,14	Solarian 2-Step Ladders 1.SX.083	each	\$1,116.72
134640-03-.065	Spectrum	533-17	10,11,14	Solarian 3-Step Ladders 1.9X.065	each	\$1,132.56
134640-03-.083	Spectrum	533-17	10,11,14	Solarian 3-Step Ladders 1.5X.083	each	\$1,195.04
134640-04-.065	Spectrum	533-17	10,11,14	Solarian 4-Step Ladders 1.9X.065	each	\$1,205.60
134640-04-.083	Spectrum	533-17	10,11,14	Solarian 4-Step Ladders 1.5X.083	each	\$1,273.36
144043-1	Spectrum	533-17	10,11,14	Solarian Single Blanket Winder 1.9 X .145	each	\$5,259.76
144043-2	Spectrum	533-17	10,11,14	Solarian Double Blanket Winder 1.9 X .145	each	\$6,702.08
144043-3	Spectrum	533-17	10,11,14	Solarian Triple Blanket Winder 1.9 X .145	each	\$8,146.16
144088	Spectrum	533-17	10,11,14	Solarian 1M Diving Towers	each	\$12,129.92
149295-.083	Spectrum	533-17	10,11,14	Elegante' Grab Rails -1.5 x .083	each	\$977.68
149295-.065	Spectrum	533-17	10,11,14	Elegante' Grab Rails -1.9 x .065	each	\$1,056.88
149222-48-.065	Spectrum	533-17	10,11,14	Elegante' 48" Stair Rails 1.9 x.065	each	\$517.44
149220-48-.083	Spectrum	533-17	10,11,14	Elegante' 48" Stair Rails 1.5 x .083	each	\$570.24
149222-60-.065	Spectrum	533-17	10,11,14	Elegante' 60" Stair Rails 1.9 x.065	each	\$559.68
149220-60-.083	Spectrum	533-17	10,11,14	Elegante' 60" Stair Rails 1.5 x .083	each	\$616.00
149222-72-.065	Spectrum	533-17	10,11,14	Elegante' 72" Stair Rails 1.9 x.065	each	\$599.28

Part Number	Manufacturer Name	Contract	Category	Short Description	Unit of Measure	Price
149220-72-.083	Spectrum	533-17	10,11,14	Elegante' 72" Stair Rails 1.5 x .083	each	\$660.88
149367-02-.065	Spectrum	533-17	10,11,14	Elegante' 2-Step Ladders 1.9 x.065	each	\$846.56
149316-02-.083	Spectrum	533-17	10,11,14	Elegante' 2-Step Ladders 1.5 x.083	each	\$893.20
149367-03-.065	Spectrum	533-17	10,11,14	Elegante' 3-Step Ladders 1.9 x.065	each	\$905.52
149316-03-.083	Spectrum	533-17	10,11,14	Elegante' 3-Step Ladders 1.5 x.083	each	\$955.68
149367-04-.065	Spectrum	533-17	10,11,14	Elegante' 4-Step Ladders 1.9 x.065	each	\$964.48
149316-04-.083	Spectrum	533-17	10,11,14	Elegante' 4-Step Ladders 1.5 x.083	each	\$1,018.16
70535	Spectrum	533-17	10,11,14	Crystal Clear KERSPLASH Climbing Wall - 8' tall x 4' wide	each	\$5,637.28
70536	Spectrum	533-17	10,11,14	Crystal Clear KERSPLASH Climbing Wall - 12' tall x 4' wide	each	\$6,965.20
70537	Spectrum	533-17	10,11,14	Crystal Clear KERSPLASH Climbing Wall - 16' tall x 4' wide	each	\$8,609.04
42637	Spectrum	533-17	10,11,14	Solid Color KERSPLASH Climbing Wall - 8' tall x 4' wide	each	\$5,302.88
42638	Spectrum	533-17	10,11,14	Solid Color KERSPLASH Climbing Wall - 12' tall x 4' wide	each	\$6,314.00
42639	Spectrum	533-17	10,11,14	Solid Color KERSPLASH Climbing Wall - 16' tall x 4' wide	each	\$7,789.76
42130-00	Spectrum	533-17	10,11,14	Harmsco 105 SQ Filter Cartridge	each	\$186.56
42140-00	Spectrum	533-17	10,11,14	Harmsco 155 SQ Filter Cartridge	each	\$217.36
20210	Spectrum	533-17	10,11,14	13" Pneumatic Wheel	each	\$120.56
593875-03	Spectrum	533-17	10,11,14	Dawson Water Polo Goal Netting	each	\$274.56
205020-04	Spectrum	533-17	10,11,14	Fulcrum Assembly	each	\$3,455.76
24330-00	Spectrum	533-17	10,11,14	1.9" Split Tee Kit w/HDWR	each	\$60.72
24332-00	Spectrum	533-17	10,11,14	1.5" Split Tee Kit w/HDWR	each	\$60.72
27042	Spectrum	533-17	10,11,14	Basketball Backboard & Rim	each	\$270.16



City of Galveston

DEPARTMENT OF PARKS AND RECREATION

2222 – 28th Street | Galveston, TX 77550
409-797-3700

June 12, 2018

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

From: Barbara Ekelund-Sanderson, Executive Director of Parks and Community Outreach

RE: CONSIDER FOR APPROVAL CHANGE ORDER #4 FROM HOU-SCAPE, INC., FOR THE LITTLE LEAGUE BALL PARK COMPLEX PROJECT AT CROCKETT PARK, IN THE AMOUNT OF \$43,700.00, INCREASING THE CONTRACT AMOUNT FROM \$3,726,508.45, TO \$3,770,208.45 AND EXTENDING THE CONTRACT TERM BY FORTY THREE (43) DAYS. AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS UPON FINAL APPROVAL BY THE CITY ATTORNEY.

I. Background:

- A. In March of 2012, the City of Galveston adopted the current Parks, Recreation, and Open Space Master Plan. The number two priority for improvements is “Repair/Rehabilitation of Existing Parks” and number six is “Tournament Facilities”.
- B. The Industrial Development Corporation approved \$325,000.00 for Professional Services / Design for the new Little League Ball Park Complex.
- C. The IDC Parks Silo CIP projected spending \$4.6 Million in FY 2017 (\$3.8 M) and 2018 (\$800k) for the construction costs of Phase I and II on the project. This fiscal year, the IDC and City Council approved \$3.8 Million for construction. This amount will also include Bid Alternates #3, #4 and #5, which are the Elementary School West Side Parking Lot, the Walking Trail, and the Multi-purpose field/landscape irrigation.
- D. Bids were received on June 6, 2017 at 10:00 a.m. and Hou-Scape, Inc. was the lowest bidder. City Council awarded the contract to Hou-Scape, Inc. for the amount of \$3,606,933.00 on June 23, 2017.
- E. Change Order #1, increasing the original contract by \$98,043.48 from \$3,606,933.00 to \$3,704,976.48 and extending the contract term by five (5) days was unanimously approved by City Council on August 10, 2017. Item 11E.





City of Galveston

DEPARTMENT OF PARKS AND RECREATION

2222 – 28th Street | Galveston, TX 77550
409-797-3700

F. Change Order #2, increasing the original contract by \$13,716.36 from \$3,704,976.48 to \$3,718,689.84 was unanimously approved by those present on City Council on December 14, 2017, 11R.

G. Change Order #3, increasing the original contract by \$7,818.61 from \$3,718,689.84 to \$3,726,508.45 was unanimously approved by City Council on March 22, 2018, 11H.

II. Current Situation:

A. Change Order #4 provides drilling and pouring of twenty one (21) concrete piers as foundations for three (3) covers for bleachers. There are seven (7) columns per bleacher cover. It includes fencing at the top and down a portion of each side of the three (3) concrete bleachers and electrical behind the three (3) pitcher's mounds for pitching machines. It would also extend the contract term by forty three (43) days.

B. Burditt Consultants recommends approval of Change Order #4 (Letter attached).

III. Issues:

Whether to approve Change Order #4 from Hou-Scape, Inc. for the Little League Ball Park Complex Project at Crockett Park, in the amount of \$43,700.00, increasing the contract from \$3,726,508.45 to \$3,770,208.45 and extending the contract term by forty three (43) days.

IV. Alternatives in order of priority:

A. City Council approves Change Order #4 from Hou-Scape, Inc. for the Little League Ball Park Complex Project at Crockett Park, in the amount of \$43,700.00, increasing the contract amount from \$3,726,508.45 to \$3,770,208.45 and extending the contract term by forty three (43) days.

B. City Council does not approve Change Order #4 from Hou-Scape, Inc. for the Little League Ball Park Complex at Crockett Park, in the amount of \$43,700.00, increasing the contract amount from \$3,726,508.45 to \$3,770,208.45 and extending the contract term by forty three (43) days.





City of Galveston

DEPARTMENT OF PARKS AND RECREATION

2222 – 28th Street | Galveston, TX 77550
409-797-3700

V. Recommendation:

Concur in Alternative A and approve Change Order #4 from Hou-Scape, Inc. for the Little League Ball Park Complex Project at Crockett Park, in the amount of \$43,700.00, increasing the contract amount from \$3,726,508.45, to \$3,770,208.45 and extending the contract term by forty three (43) days.

VI. Fiscal Impact Report:

Requested by:	Barbara Ekelund-Sanderson Executive Director of Parks & Community
Outreach	
Funding Source:	Parks Silo IDC 4B Sales Tax Fund
Construction Cost:	\$3,770,208.45 (increase of \$47,000.00) Contract Term to 328 Days (increase 43 days)

Respectfully Submitted,

Barbara Ekelund-Sanderson
Executive Director of Parks & Community Outreach

Approved,

Brian Maxwell
City Manager



Date: June 11, 2018

Attention: Mr. Brandon Cook
Assistant City Manager
City of Galveston, TX

Mr. Charles Kenworthy
Director of Facilities
City of Galveston

Barbara Sanderson
Director of Parks and Recreation
City of Galveston, TX

RE: Crockett Park @ 53rd St
ITB Number: 17-027
Recommendation Letter – Change Order 4, Piers, Fencing and Elec.

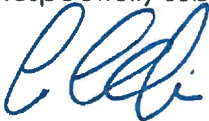
Burditt Consultants LLC received from Hou-Scape Inc. Change Order #4. This change order describes:

- 1) Drilling and pouring of 21 concrete piers as foundations for the 3 bleacher covers. There are 7 columns per bleacher cover.
- 2) Fencing at the top and down a portion of each side of the 3 concrete bleachers.
- 3) Providing electric behind the 3 pitcher's mounds for pitching machines.

Please refer to the attached Change Order #4 request. Quantities of materials and costs breakdowns are provided.

As shown the Contract Cost increase is \$43,700.00. The new Contract Price is \$3,770,208.45.

Respectfully submitted,



Leroy Collins RLA, LI, CPSI
Burditt Consultants LLC
310 Longmire Rd.
Conroe, TX 77302
936-756-3041 office

CC: Charles Arthur and Paula Hill, Hou-Scape Inc.
City of Galveston Staff



Crockett Park @ 53rd Street
Contract Change Order Number 4

Consultant: Burditt Consultants, LLC 310 Longmire Rd. Conroe, Texas 77304 Phone No.: 936.756.3041	Owner: City of Galveston 823 Rosenberg Galveston, Texas 77550 Phone No.: 409.797.3630	Contractor: Hou-Scape, Inc. 17725 Telge Rd. Cypress, Texas 77429 Phone No.: 281.579.6741 Agreement Date: 08/04/17
<u>Change in Contract Price</u>		<u>Change in Contract Time (Calendar Days)</u>
Original Contract Price: \$3,606,933.00		Original Contract Time: 280 days
Previous Change Order(s): No. 1 to No. 3 \$ 119,575.45		Net Change From Previous Change Orders: 5 days
Contract Price Prior to this Change Order: \$3,726,508.45		Contract Time Prior to this Change Order: 285 days
Net Increase/Decrease of this Change Order: \$ 43,700.00		Net Increase/Decrease of this Change Order: 43 days
Contract Price With all Approved Change Orders: \$3,770,208.45		Contract Time With all Change Orders: 328 days
Cumulative Percent Change in Contract Price (+/-): +4.52%		Construction Contract End Date: (mm/dd/yy) 06/28/18

RECOMMENDED:

By: [Signature]
BURDITT CONSULTANTS

Date: 6/11/2018

APPROVED:

By: _____
CITY OF GALVESTON

Date: _____

ACCEPTED:

By: [Signature]
HOU-SCAPE, INC.

Date: 6/13/2018

NOTE: A cumulative change in the contract price in excess of 25% cannot be reviewed.

**CHANGE
ORDER**

AIA DOCUMENT G701

Distribution to:

OWNER X
ARCHITECT X
CONTRACTOR
FIELD
OTHER

PROJECT: Crockett Park
City of Galveston
P.O.Box 779
Galveston, Texas 77553

CHANGE ORDER NUMBER : 4

INITIATION DATE: 08/02/2017

PURCHASE ORDER # P1701996

TO (General Contractor): Hou-Scape, Inc.
P.O.Box 2449
Cypress, Texas 77410

CONTRACT FOR: Baseball Park

CONTRACT DATE: August 4, 2017

DESCRIPTION	AMOUNT
21 - Drill and pour piers 3' x 8' and remove soils - dewater as needed	\$ 6,750.00
Form cylinder for piers and install rebar and ties	\$ 6,700.00
Concrete pour and labor	\$ 10,750.00
Total (See attached)	\$ 24,200.00
300' of black vinyl coated PVC 48" galvanized fence fabric, 24 - 3"	
Terminal post, 945' - 1-5/8" top, middle and bottom rail, 18 - 2-1/2" Line	\$ 15,600.00
post (All posts, rails and fittings will be black vinyl coated. All post will be	
flanged primed and painted	
Total (See attached)	\$ 15,600.00
Electrical outlets at Pitcher's mounds - Trench and run conduit from	
walkway to pitchers mounds and install underground plug for pitching	\$ 3,900.00
machines	
Total (See attached)	\$ 3,900.00

This Subcontract Change Order is issued as a supplement to the above Subcontract/Agreement. The terms, conditions and stipulations of said Subcontract/Agreement shall remain in full force and effect and apply hereto, except as specifically noted herein. This Subcontract Change Order, if not executed within ten (10) calendar days from date above shall be deemed to have been accepted. Acceptance of this Subcontract Change Order constitutes a final settlement of all matters relating to the Change in the Work which is the subject of this Change Order, including, but not limited to, all direct and indirect costs associated with such Change and any and all adjustments to the Subcontract Sum and the Construction Schedule, including the cumulative effect of all Change Orders accepted to date.

The original (Contract Sum) (Guaranteed Maximum Cost) was.....	\$3,606,933.00
Net change by previously authorized Change Orders.....	\$119,575.45
The (Contract Sum) (Guaranteed Maximum Cost) prior to this Change Order was.....	\$3,726,508.45
The (Contract Sum) (Guaranteed Maximum Cost) Will be (increased) (decreased) (unchanged).....	increased
by this Change Order.....	\$43,700.00
The new (Contract Sum) (Guaranteed Maximum Cost) including this Change Order will be.....	\$3,770,208.45
The Contract Time will be (increased) (decreased) (unchanged) by.....	27 days
The Date of Substantial Completion as of the date of this Change Order therefore is.....	6/28/2018

Authorized:

Owner
City of Galveston
Address
P.O. Box 779
Galveston, Texas 77551
Signature
Date

General Contractor
Hou-Scape, Inc.
Address
P.O. Box 2449
Cypress, Texas 77410
Signature
Date: 06/11/2018

Architect
Burditt Consultants, LLC
Address
310 Longmire Rd.,
Conroe, Texas 77385
Signature
Date: 6/11/2018

See areas in green for pier breakdown

	Amount	Repair	Bid
prep area with plywood or mats to allow equipment access without damage to existing surfaces and structure		\$7,500.00	\$0.00
cut 21 sections 6' x 6' from existing concrete slab and remove by wheel barrow		\$6,500.00	\$0.00
drill 21 piers 3' x 8' and remove soils - de-water as needed		\$6,750.00	\$6,750.00
Drilling machine and operator - 2 laborers	\$3,925.00		
Remove soils	\$1,290.00		
De-Watering	\$1,535.00		
	\$6,750.00		
form cylinder for piers and install rebar and ties		\$6,700.00	\$6,700.00
4920 feet of rebar @ .75 =	\$3,690.00		
Cut, form, tie rebar labor	\$3,010.00		
	\$6,700.00		
concrete pour and labor		\$10,750.00	\$10,750.00
56 CY of concrete x \$110 P/Y	\$6,160.00		
Labor for concrete	\$4,590.00		
	\$10,750.00		
Install plates and anchor bolts		\$1,200.00	\$0.00
		\$3,100.00	\$3,100.00
Unknown issues cracking and damage		\$5,000.00	\$0.00
This would include expansion joints around the cut outs which you would not have if known originally		\$47,500.00	
This would have been added to our bid for the cost if we had known about the(21) piers during bidding			\$27,300.00
Total change order for the city	\$24,200.00		

SOUTHERN FENCE CO.

2512 Blue Bonnet Ct.
Galveston, Texas 77551
Phone (409) 250-8608
Fax (409) 737-9942
Southernfenceco75@yahoo.com

May 16, 2018

Hou-Scape Inc
Jobsite-Crocket Park
832-250-2168

We hereby propose to furnish the materials and perform the labor necessary for the completion of
300' of 4' tall commercial grade black vinyl coated chainlink fence flanged

TOTAL=13,000.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the
drawings and specifications submitted for above work and completed in a substantial workmanlike manner,

Pay 1/2 down pay exiting amount upon completion of job.

Thank You,
Southern Fence Co.

Please sign this contract and fax it to 409-737-9942 or e-mail to southernfenceco75@yahoo.com

Signature: _____



Memorandum

To: CLAUDIA RODRIGUEZ – HOU-SCAPE
From: KIRBY HURTA
Date: 04/11/2018 5/15/2018
Re: CROCKETT PARK FEEDER WIRE & OUTLETS

ELECTRICAL CHANGE ORDERS:

THIS PROPOSAL INCLUDES ALL MATERIAL AND LABOR TO
INSTALL THE FOLLOWING:

- ~~1. PURCHASE AND INSTALL (8) 250KCMIL COPPER FOR THE
SERVICE FEED \$19,250.00~~

~~THIS CHANGE IS DUE TO THE FACT THAT THE
CENTERPOINT TRANSFORMER WAS REMOVED AND
CENTERPOINT WAS PROVIDING THE PRIMARY WIRES TO
THE TRANSFORMER. WE DID NOT HAVE THIS IN OUR BID.
WE WILL BE INSTALLING THE CONDUCTORS FROM THE
POLE MOUNTED TRANSFORMERS TO THE MDP PANEL~~

- ✓ 2. INSTALL (3) OUTLETS BEHIND PITCHERS MOUND \$3,250.00

PRICE GOOD FOR 90 DAYS

5315-B #166 CYPRESS CREEK PKWY, HOUSTON, TEXAS 77069-4410
OFFICE 281-469-2000
www.illumascape.com

TECL #19238 - Regulated by the Texas Department of Licensing and Regulation,
P.O. Box 12157, Austin, TX 78711, 1-800-803-9202, and 512-463-6599; website:
www.license.state.tx.us/complaints

City of Galveston



P. O. Box 779 / Galveston, Texas 77553-0779

June 11, 2018

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

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

RE: Consider for approval the professional engineering services proposal from Ardurra Group, LLC, for the Main WWTP Digester Cleaning and System Improvements, at a cost not to exceed \$663,674.70. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. The digester at the Main Plant holds all treated sludge before it leaves the plant.
- B. The operation of the digester has resulted in the settling of sand and grit that has reduced its effective operational capacity.
- C. If the sand and grit is not cleaned out of the digester, the motors of the floating aerators will fail during operation, resulting in septic conditions.
- D. Since the sand and grit is in contact with the bio-solids, they will have to be disposed at a TCEQ approved landfill.
- E. Typically, the sand and grit will be dewatered onsite by the contractor prior to hauling and offsite disposal.
- F. The dewatered liquids can be re-introduced at the Main WWTP headworks unit.
- G. After the removal of the sand and grit from the digester, the digester needs to be cleaned by pressure washing and the equipment, pipes and structural components need to be inspected. A condition assessment needs to be performed to determine, structural, mechanical, process, electrical and instrumentation upgrades needed.
- H. Process upgrades involve partitioning the existing aerobic digester into cells using concrete walls to create operational redundancy and flexibility. The inefficient surface aerators need to be replaced with stainless steel coarse bubble air drops for mixing and air efficiency resulting in energy savings.
- I. Mechanical and Electrical upgrades include a new electrical system to support the installation of positive displacement blowers capable of aerating the digester at multiple pressures to account for varying water levels.
- J. Accessory structures for electrical, instrumentation, controls SCADA, and HVAC to support the blower system, designed to meet applicable codes (equipment located at or above 500-year base flood elevation) is important.

II. Current Situation

- A. The City requested a proposal from Ardurro Group, LLC which was prequalified by City Council on October 2016.

- B. Ardurro Group submitted a proposal for \$663,674.70 to perform the digester improvements design.
- C. Ardurro is available to perform at City's Request.

III. Issues

- A. Cost – \$663,674.70.
- B. Timing – As soon as the contract is ratified.
- C. Impact or ramifications:
If the proposal is not approved, the digester at the WWTP will continue to deteriorate, and loss of this unit will severely impact the operation and compliance of the Main WWTP.

IV. Recommendation

Approve the proposal for professional engineering services from Ardurro Group, LLC for the Main WWTP.

VI. Fiscal Impact Report

Requested by:	Daniel Christodoss, P.E. City Engineer
Funding Source:	Sewer CO Bonds 2017
Costs of design implementation:	\$663,674.70

Respectfully Submitted,



Daniel Christodoss, P.E.
City Engineer



Exhibit A / Detailed Scope of Engineering Services

SCOPE OF SERVICES FOR GALVESTON MAIN WWTP AEROBIC DIGESTER IMPROVEMENTS

The City of Galveston Main Wastewater Treatment Plant (WWTP) completed reconstruction in 2016 after it was damaged by flooding during Hurricane Ike. The plant has an aerobic digester that was originally built in the early 1970's. The existing aerobic digester is furnished with three mechanical surface aerators and the City desires to replace them with a more robust, reliable, and operator friendly mixing and aeration system. The following presents our understanding of the scope of work for the proposed project:

1. Dewatering and cleaning of the digester, disposing of sediment to perform a field inspection, and condition assessment for determining structural upgrades required to accommodate proposed improvements.
2. Partitioning the existing aerobic digester into 2 or 3 cells via concrete walls for redundancy and operational flexibility;
3. Installation of stainless steel coarse bubble air drops for mixing and air requirements;
4. Installation of positive displacement blowers capable of aerating the digester at multiple pressures to account for varying water levels;
5. Installation of necessary building, electrical, instrumentation and control and SCADA, and HVAC to support the blower system, designed to meet applicable codes with equipment located at or above 500-year base flood elevation; and
6. Necessary site civil and geotechnical work.

Ardurra Group (Engineer) will perform necessary tasks to complete design services and engineering services during construction for improving the existing aerobic digester as defined in this scope document. The work associated with these engineering services is separated into the following tasks:

BASIC SERVICES

- Task 1. General Project Management and Coordination
- Task 2. Digester Dewatering and Cleaning Bid Documents
- Task 3. Digester Condition Assessment and Design Criteria Technical Memorandum
- Task 4. Digester Improvements Final Design, Bid Services, and Engineering Services During Construction

ADDITIONAL SERVICES

- Task 5. Site Topographic Survey
- Task 6. Geotechnical Investigation
- Task 7. Electrical Service and Routing Analysis
- Task 8. Digester Structural Testing



Exhibit A / Detailed Scope of Engineering Services

BASIC SERVICES

Task 1 General Project Management and Coordination

- 1.1 Conduct a project kick-off meeting with City staff. The project kick-off meeting will discuss project expectations, schedule, deliverables and confirm project goals. The project kick-off meeting will also include a discussion of the design approach, confirmation of design concept, verification of blower type and air diffuser equipment type, preliminary layout and proposed reconfiguration for the existing digester. Engineer will make a request to the City at the project kick-off meeting for obtaining plant record drawings in hard copy or pdf format.
- 1.2 Conduct monthly progress meetings during the project phase with City staff to review work completed to date, project schedule, and other issues. These meetings will be approximately 1-hour in duration. It is assumed a maximum of six (6) project progress/coordination meetings will be held.
- 1.3 Coordinate with project team and subconsultants to complete project tasks and meet project objectives.
- 1.4 Perform quality assurance/quality control procedures during the project phase. Those procedures will include a technical review of interim deliverables (30 percent, 60 percent and 90 percent) and Final Bid-Ready documents. Full technical specifications for review will be submitted at 60%.
- 1.5 Coordinate client review meetings in accordance with City procedures. Reviews are anticipated at 30 percent, 60 percent and 100% DRAFT completion of design. Engineer will review, consolidate and prepare written response to City's review committee.
- 1.6 Coordinate external regulatory review with the TCEQ. Meet requirements for notification and submission to the TCEQ for review/approval of documents and design.
- 1.7 Perform miscellaneous project management and coordination duties throughout the project, maintain and update project schedule in **Smartsheet** account assigned by the City, tracking budget, and prepare invoicing and progress reports.

Task 2 Digester Dewatering and Cleaning Bid Documents

- 2.1 Review Record Drawings and conduct site visits (up to 3) to gather plant operation information and verify field conditions.
- 2.2 Prepare a bid package for a third party to dewater, clean, remove, and dispose of contents in the existing aerobic digester for the purpose of conducting a structural condition assessment as described in Task 3. Engineer will address constructability concerns, site constraints, associated costs, and overall construction activities in sequence. Engineer will also address maintenance of plant operations as well as a cleaning and staging plan. It is assumed that one of the existing SBR basins will be used to temporarily serve as an aerobic digester when the existing digester is taken offline for dewatering and cleaning. The proposed construction sequence and staging plan



Exhibit A / Detailed Scope of Engineering Services

will be included in the Bid Documents.

2.3 Plans and Specifications

- The Engineer will prepare complete contract documents (sequencing drawings/figures and specifications) for dewatering and cleaning the digester. Plans and specifications will be developed at 60 percent and 100% DRAFT milestones.
- Engineer will use a combination of City and Ardurra's standard specifications modified as necessary to accommodate local conditions. Specification format will be Ardurra standard format.

2.4 Cost Estimate

- Develop a quantity take-off and prepare an opinion of probable construction cost (OPCC) and include it with each submittal.

2.5 Deliverables (at each Milestone):

- Three (3) 11"x17" (half-size) copies of the submittal drawings
- Three (3) copies of the submittal Technical Specifications
- Three (3) copies of OPCC
- One electronic copy containing the Plans, Technical Specifications and OPCC in PDF format

2.6 Bid Phase Services

Upon completion of the Contract Documents, Engineer will assist the City in the bid phase and provide the following services:

- 2.6.1 Attend the pre-bid meeting and site walkthrough;
- 2.6.2 Respond to questions during bidding, prepare and issue addenda if necessary;
- 2.6.3 Prepare bid tabulation, evaluate bids, and submit a letter of recommendation of award;
- 2.6.4 Prepare conformed documents.
- 2.6.5 Deliverables:
 - Addenda as Required to Response to Bidder's Questions;
 - Bid Tab;
 - Engineer Letter of Recommendation of Bid Award;



Exhibit A / Detailed Scope of Engineering Services

- Conformed Documents including
 - a) Two half-size sets of plans and specifications for use by the City
 - b) One full-size set of plans for use by the City
 - c) Two half size sets of plans and specification for use by the Contractor
 - d) Up to four (4) full size sets of plans for use by the Contractor
 - e) One electronic copy of plans and specifications

2.7 Engineering Services During Construction

2.7.1 General

- 2.7.1.1 Attend pre-construction meeting to provide information & answer questions.
- 2.7.1.2 Attend four (4) construction progress meetings and site visits. It is assumed that construction duration will include four (4) months from start to final acceptance. Prepare and provide agenda for construction progress meetings. Compile and distribute meeting minutes for construction progress meeting. Field inspection will be provided by the City Construction Department.
- 2.7.1.3 Make additional up to two (2) site visits as needed to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of Contractor's work. Such visits and observations by Engineer are to include spot checking, selective review and similar methods of general observation of the work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and such observations, Engineer shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and Engineer shall keep City informed of the progress of the work.
- 2.7.1.4 Review and approve contractor pay applications.
- 2.7.1.5 Perform project management and contract administration duties similar to those in the previous phases, throughout construction.

2.7.2 Substantial Completion and Final Acceptance

- 2.7.2.1 Review progress of work for Substantial Completion (in the form of a Substantial Completion walkthrough inspection); with production of punch list; substantiation that items are completed; and issue Certificate of Substantial Completion with concurrence of the City.
- 2.7.2.2 Conduct a final inspection to substantiate that the completed work of



Exhibit A / Detailed Scope of Engineering Services

Contractor is acceptable to certify work completion and issue Certificate of Final Acceptance with concurrence of the City.

2.7.3 Submittal Review

2.7.3.1 Engineer will review and comment on Contractor's submittals, RFIs, RCOs including coordination with the City on Change Directives and Change Orders.

2.7.3.2 Engineer will provide interpretive guidance for Contractor and City in resolution of problems.

2.7.4 Record Drawings are not anticipated for this project.

Task 3 Digester Condition Assessment and Design Criteria Technical Memorandum

3.1 Digester Structural Condition Assessment

3.1.1 Perform a structural evaluation to assess condition of the existing digester. Structural evaluation will serve to provide a condition assessment of the existing structure and its suitability to be modified as proposed. Anticipated structural modifications and considerations include increased structural loads due to addition of the new concrete partitioning walls, walkway to support new coarse bubble diffuser system, handrail, and lighting etc. The field inspection will be conducted after the basin is emptied and cleaned out in Task 2. The condition assessment will be performed in conjunction with review of record drawings.

3.1.3 The findings and recommendations from the field inspection and condition assessment will be included in the appendix of the Design Criteria Memorandum.

3.1.3 Should the field inspection determine a need to perform further structural testing such as Ground-Penetration radar, petrographic analysis of concrete samples, and water-soluble chloride and sulfate testing, this testing will be performed under Additional Services and as authorized by the City.

3.2 Design Criteria Technical Memorandum

3.2.1 Assess air mixing required for the digester and develop basis of design for blower equipment sizing.

3.2.2 Analyze various operation scenarios such as operating the digester cells in series versus in parallel and assess hydraulic impacts for determining required blower design pressure.

3.2.3 Prepare a DRAFT Technical Memorandum (TM) and submit to City for Review. Incorporate review comments and issue FINAL TM.



Exhibit A / Detailed Scope of Engineering Services

3.2.4 Deliverables:

- Three (3) copies of the Draft TM with one electronic copy
- Three (3) copies of Final TM with one electronic copy

Task 4 Digester Improvements Final Design, Bid Services, and Engineering Services During Construction

4.1 Final Design Services

4.1.1 Plans and Specifications

- The Engineer will prepare complete contract documents (plans and specifications) for constructing the work associated with the Digester Improvements project including longer term operational considerations while the digester is under construction. Plans and specifications will be developed at 30 percent, 60 percent, 100% DRAFT design milestones, and 100% Final Bid-Ready Documents.
- Engineer will use a combination of City and Ardurra's standard specifications modified as necessary to accommodate local conditions. Specification format will be Ardurra standard format.
- General Improvements include the following:
 - a) Stainless steel air diffusers, piping and supports with necessary valves
 - b) Positive development blowers
 - c) Transfer pumps between digester cells
 - d) Other miscellaneous ancillary equipment

4.1.2 Cost Estimate

- Develop a quantity take-off and prepare an opinion of probable construction cost (OPCC) and include it with each submittal.

4.1.3 Sub-discipline design support to address structural, architectural, HVAC, plumbing & fire protection, electrical, instrumentation and control, yard piping, as well as site civil improvements required for the project. It is anticipated that the improvement project will involve a new blower/electrical building. The new building will have similar design features to the existing UV building which is a pre-engineered steel structure with pre-cast wall panels:



Exhibit A / Detailed Scope of Engineering Services

- Site civil design including grading, paving, drainage, and a stormwater pollution prevention plan (SWPPP) to address erosion and sediment control strategies during construction, prepare TCEQ Notice of Intent (NOI) forms, and develop construction costs for SWPPP measures.
- Architectural design for the new Blower/Electrical building, perform building code and life safety analysis, and coordinate with Texas Department of Licensing Regulation (TDLR) and prepare and submit required design documents for ADA compliance review.
- Structural design for the new Blower/Electrical building, and structural modifications for constructing new concrete partition walls and walkway inside the digester.
- Building HVAC, plumbing and fire protection design necessary to accommodate proposed improvement.
- Electrical, instrumentation, control and SCADA upgrades necessary to accommodate the proposed improvements, and integration of blower control and PLCs with plant SCADA system.

4.1.4 Deliverables (for each design milestone):

- Three (3) 11"x17" (half-size) copies of the submittal drawings
- Three (3) copies of the submittal Technical Specifications
- Three (3) copies of OPCC
- One electronic copy containing the Plans, Technical Specifications and OPCC in PDF format

4.2 Bid Phase Services

Upon completion of the Contract Documents, Engineer will assist the City in the bid phase and provide the following services:

- 4.2.1 Attend the pre-bid meeting and site walkthrough;
- 4.2.2 Respond to questions during bidding, prepare and issue addenda if necessary;
- 4.2.3 Prepare bid tabulation, evaluate bids, and submit a letter of recommendation of award;
- 4.2.4 Prepare conformed documents.
- 4.2.5 Deliverables:
 - Addenda as Required to Response to Bidder's Questions;
 - Bid Tab;
 - Engineer Letter of Recommendation of Bid Award;



Exhibit A / Detailed Scope of Engineering Services

- Conformed Documents including
 - e) Two half-size sets of plans and specifications for use by the City
 - f) One full-size set of plans for use by the City
 - g) Two half size sets of plans and specification for use by the Contractor
 - h) Up to four (4) full size sets of plans for use by the Contractor
 - i) One electronic copy of plans and specifications

4.3 Engineering Services During Construction

4.3.1 General

- 4.3.1.1 Attend pre-construction meeting to provide information & answer questions.
 - 4.3.1.2 Attend eighteen (18) construction progress meetings and site visits. Bi-weekly progress meetings will be held for the first half of project construction and monthly progress meeting will be held afterwards. It is assumed that construction duration will include twelve (12) months from start to substantial completion, and two more months to final acceptance. Prepare and provide agenda for construction progress meetings. Compile and distribute meeting minutes for construction progress meeting. Field inspection will be provided by the City Construction Department.
 - 4.3.1.3 Make additional up to six (6) site visits as needed to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of Contractor's work. Such visits and observations by Engineer are to include spot checking, selective review and similar methods of general observation of the work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and such observations, Engineer shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and Engineer shall keep City informed of the progress of the work.
 - 4.3.1.4 Review and approve contractor pay applications.
 - 4.3.1.5 Perform project management and contract administration duties similar to those in the previous phases, throughout construction.
- #### 4.3.2 Substantial Completion and Final Acceptance
- 4.3.2.1 Review progress of work for Substantial Completion (in the form of a Substantial Completion walkthrough inspection); with production of punch list; substantiation that items are completed; and issue Certificate of Substantial



Exhibit A / Detailed Scope of Engineering Services

Completion with concurrence of the City.

- 4.3.2.2 Conduct a final inspection to substantiate that the completed work of Contractor is acceptable to certify work completion and issue Certificate of Final Acceptance with concurrence of the City.

4.3.3 Submittal Review

- 4.3.3.1 Engineer will review and comment on Contractor's submittals, RFIs, RCOs including coordination with the City on Change Directives and Change Orders.
- 4.3.3.2 Engineer will provide interpretive guidance for Contractor and City in resolution of problems.

4.3.4 Record Drawings

- 4.3.4.1 Engineer will coordinate with general contractor and sub-contractors to obtain complete record of As-Built "redlines".
- 4.3.4.2 Engineer will prepare Record Drawings from Contractor's As-Built "redlines" in electronic format (CD) & hard copy format.
- 4.3.4.3 Deliverables:
 - One half-size hard copy and one electronic copy of Record Drawings.

ADDITIONAL SERVICES

Task 5 Site Topographic Survey

- 5.1 Conduct a site topographic survey of project improvements area to locate existing utilities, structure elevations, and locate geotechnical borings on the topographic survey maps.

Task 6 Geotechnical Investigation

- 6.1 geotechnical investigation and develop geotechnical report for structural foundation and design recommendations. This task will be performed once the final location of Blower/Electrical Building is selected. The geotechnical investigation will include four borings, with two in the proposed Blower/Electrical Building area, and two around the perimeters of existing digester.

Task 7 Electrical Service and Routing Analysis

- 7.1 Perform an electrical service analysis to evaluate if the existing electrical power source is adequate to handle the increased electrical loads from the new blower equipment, and to evaluate duct bank or cable tray routing plans for power distribution to the new blower equipment.
- 7.2 The findings and recommendations from the analysis will be included in the appendix of the Design Criteria Memorandum.



Exhibit A / Detailed Scope of Engineering Services

Task 8 Digester Structural Testing

- 8.1 Concrete scanning with ground-penetrating radar to assess rebar corrosion and concrete degradation.
- 8.2 Core and collect concrete samples for petrographic carbonation test, compressive strength testing, chlorine and sulfate content test. It is assumed up to eight (8) concrete samples will be collected from various locations inside the digester.
- 8.3 The findings and recommendations from the analysis will be included in the appendix of the Design Criteria Memorandum.

Task 9 Other Additional Services as Directed by the City

- 9.1 Perform other additional services as directed by the City that may be deemed as necessary in support of the project. Other additional services will be negotiated at a later date and authorized on an as needed basis by the City.



Exhibit A / Detailed Scope of Engineering Services

TABLE A-1
TO AGREEMENT BETWEEN ENGINEER AND OWNER FOR PROFESSIONAL SERVICES
FOR
CITY OF GALVESTON
MAIN WWTP AEROBIC DIGESTER IMPROVEMENTS

BASIC AND ADDITIONAL SERVICES FEES

TASK NO.	TASK DESCRIPTION	AMOUNT
Basic Services		
Task 1	Project management and Coordination (LS)	\$36,905.00
Task 2	Digester Dewatering and Cleaning Bid Documents, Bid and Construction Services (LS)	\$67,840.00
Task 3	Structural Condition Assessment and Design Criteria Technical Memorandum (LS)	\$35,240.00
Task 4	Digester Improvements Final Design, Bid Service, & Engineering Services During Construction	
	Final Design and Bid Services (LS)	\$276,442.70
	Engineering Services During Construction (HNE)	\$153,185.00
Subtotal Basic Services		\$569,612.70
Additional Services		
Task 5	Topographic Survey (LS)	\$14,545.00
Task 6	Geotechnical Investigation (LS)	\$17,957.00
Task 7	Electrical Service and Routing Analysis (LS)	\$23,760.00
Task 8	Digester Structural Testing (LS)	\$37,800.00
Subtotal Additional Services		\$94,062.00
Total Contract Amount		\$663,674.70

LS – Lump Sum

HNE – Hourly Not to Exceed at Rates Shown in Exhibit A-2



TABLE A-2
TO AGREEMENT BETWEEN ENGINEER AND OWNER FOR PROFESSIONAL SERVICES
FOR
CITY OF GALVESTON
MAIN WWTP AEROBIC DIGESTER IMPROVEMENTS
HOURLY LABOR RATES

LABOR CATEGORY	Hourly Rate
Principal/Project Director	\$275
Sr. Tech Specialist (QA/QC)	\$275
Sr. Project Manager	\$240
Engineer 7/8	\$240
Engineer 5/6	\$160
Engineer 3/4	\$140
Senior Modeler	\$150
Senior Designer/Drafter	\$160
Drafter	\$110
Sr. GIS Technician	\$135
GIS Technician	\$90
Administrative/Accounting	\$120

Exhibit A-3 Level of Effort Fee Estimate

Project: City of Galveston Main Wastewater Treatment Plant Digester Improvements
Consultant: Ardurra Group
Date: 5/30/2018

			Ardurra Estimated Man-hours															Subconsultants							Ardurra Sub Mark-up (8%), Add'l Service ONLY	Total Cost (Ardurra + Subs)	
			Project Director	QA/QC	Sr. PM	Sr. Proj. Eng. (Process Mech)	Proj Eng.5/6 (Process Mech)	Proj Eng. 3/4 (Process Mech)	Sr. Proj. Eng. (Instru. & Control)	Proj Eng. Instru. & Control)	CAD Designer	Word Processor	Contract Administrator					Admin	Briones (Site Civil & Survey)	¹ Wekiva (Structural/Architectural)	Kalluri (Electrical)	kWH (Mechanical/HVAC & Plumbing)	Geotest (Geotechnical)				
Task	Subtask	Task Description	Position Rate	\$ 275.00	\$ 275.00	\$ 240.00	\$ 240.00	\$ 160.00	\$ 140.00	\$ 240.00	\$ 160.00	\$ 160.00	\$ 120.00	\$ 100.00	Ardurra - Total Hours (Hrs)	Ardurra Subtotal Labor Cost (\$)	ODCs (\$)	Ardurra Subtotal (\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	
BASIC SERVICES																											
TASK 1. GENERAL PROJECT MANAGEMENT AND COORDINATION																											
	1.1	Project Kick-off Meeting, Agenda and Meeting Minutes	2		4			4					1		1	12	\$ 2,290.00		\$ 2,290.00							\$ 2,290.00	
	1.2	Project Progress Meetings, Agenda and Meeting Minutes (up to 6)	6		12			12					6		6	42	\$ 7,530.00		\$ 7,530.00							\$ 7,530.00	
	1.3	Internal Project Team Coordination and Meetings			6			12					6			24	\$ 3,840.00		\$ 3,840.00							\$ 3,840.00	
	1.4	QA/QC and Technical Review (30%, 60%, 90%, & Final Bid-Ready)	4	24												28	\$ 7,700.00		\$ 7,700.00							\$ 7,700.00	
	1.5	City Review (30%, 60%, 90%) and Submittal Comments Incorporation, Comments-Response Log Preparation	3		6			12					4		2	27	\$ 4,625.00		\$ 4,625.00							\$ 4,625.00	
	1.6	TCEQ Regulatory Coordination and Document Submission			4			8					2			14	\$ 2,320.00		\$ 2,320.00							\$ 2,320.00	
	1.7	Project Schedule, Filing, Invoicing, Progress Report & Contract Administration (Final Design Phase)			12			12						12	6	42	\$ 6,600.00		\$ 6,600.00							\$ 6,600.00	
		Project Task Expenses (5% on Subtotal Hrs Cost)															\$ 2,000.00	\$ 2,000.00							\$ 2,000.00		
TASK 1. GENERAL PROJECT MANAGEMENT AND COORDINATION			15	24	44	0	0	60	0	0	0	19	12	15	189	\$ 34,905.00	\$ 2,000.00	\$ 36,905.00	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,905.00	
TASK 2. DIGESTER DEWATERING AND CLEANING BID DOCUMENTS, BID AND CONSTRUCTION SERVICES																											
	2.1	Plant Data Research, Record Drawing Review, & Site Visits (up to 3)			6			24		12				2	44	\$ 6,920.00		\$ 6,920.00							\$ 6,920.00		
	2.2	Constructability Review and Construction Sequence Plan	4		4	20		32		6					66	\$ 12,300.00		\$ 12,300.00							\$ 12,300.00		
	2.3	Plans and Specifications														\$ -		\$ -							\$ -		
	G-1	Cover Sheet & drawing Index						1			2				3	\$ 460.00		\$ 460.00							\$ 460.00		
	G-2	General Notes, Legend, and Abbreviation			0.5			1			4				5.5	\$ 900.00		\$ 900.00							\$ 900.00		
	C-1	Existing Site Plan			0.5			2			4				6.5	\$ 1,040.00		\$ 1,040.00							\$ 1,040.00		
	C-2	Construction Sequencing Work Plan I			0.5	8					8				16.5	\$ 3,320.00		\$ 3,320.00							\$ 3,320.00		
	C-3	Construction Sequencing Work Plan II			0.5	8					8				16.5	\$ 3,320.00		\$ 3,320.00							\$ 3,320.00		
	C-4	Temporary Yard Piping Plan I			0.5		8				8				16.5	\$ 2,680.00		\$ 2,680.00							\$ 2,680.00		
	C-5	Temporary Yard Piping Plan II			0.5		8				8				16.5	\$ 2,680.00		\$ 2,680.00							\$ 2,680.00		
	C-6	Temporary Yard Piping Sections and Details			0.5		8				8				16.5	\$ 2,680.00		\$ 2,680.00							\$ 2,680.00		
	C-7	Misc. Mechanical Details			0.5		4				4				8.5	\$ 1,400.00		\$ 1,400.00							\$ 1,400.00		
	C-8	Standard Civil Details						2			2				4	\$ 600.00		\$ 600.00							\$ 600.00		
		Contract Documents, Bid Form, and Technical Specifications (60% and Final Bid-ready)			2		4	8				4			18	\$ 2,720.00		\$ 2,720.00							\$ 2,720.00		
	2.4	Cost Estimate Development & Review (60% & Final bid-ready)						8							8	\$ 1,120.00		\$ 1,120.00							\$ 1,120.00		
	2.5	City Building Permit Review & Approval						8							8	\$ 1,120.00		\$ 1,120.00							\$ 1,120.00		
	2.6	Bid Phase Services																									
	2.6.1	Attend Pre-bid Meeting and Site Walkthrough	4		4										8	\$ 2,060.00		\$ 2,060.00							\$ 2,060.00		
	2.6.2	Respond to Bidder Questions, Prepare & Issue Addenda			2			6				2			10	\$ 1,560.00		\$ 1,560.00							\$ 1,560.00		
	2.6.3	Bid Evaluation, Bid Tabulation, & Recommendation of Award			2		2								4	\$ 800.00		\$ 800.00							\$ 800.00		
	2.6.4	Prepare Conformed Documents						4			4	2			10	\$ 1,440.00		\$ 1,440.00							\$ 1,440.00		
	2.7	Construction Service																									
	2.7.1	General																									
	2.7.1.1	Attend pre-construction meeting			4										4	\$ 960.00		\$ 960.00							\$ 960.00		
	2.7.1.2	Attend construction progress meetings/site visits (up to 4), prepare meeting agenda and meeting minutes.			8			8				4			20	\$ 3,520.00		\$ 3,520.00							\$ 3,520.00		
	2.7.1.3	Additional Site Visits (up to 2)					4								4	\$ 640.00		\$ 640.00							\$ 640.00		
	2.7.1.4	Review and approve contractor pay applications					6								6	\$ 960.00		\$ 960.00							\$ 960.00		
	2.7.1.5	Project management & coordination, invoicing, progress report, subconsultant management, and contract management			4							4			8	\$ 1,440.00		\$ 1,440.00							\$ 1,440.00		
	2.7.2	Substantial Completion and Final Acceptance													0										\$ -		
	2.7.2.1	Substantial completion walkthrough and punch list					8					2			10	\$ 1,520.00		\$ 1,520.00							\$ 1,520.00		
	2.7.2.2	Final completion inspection and final acceptance			4							2			6	\$ 1,200.00		\$ 1,200.00							\$ 1,200.00		
	2.7.3	Submittal, RFI, CO Review			4		8	8			4	4			28	\$ 4,480.00		\$ 4,480.00							\$ 4,480.00		
		Project Task Expenses (5% on Subtotal Hrs Cost)															\$ 4,000.00	\$ 4,000.00							\$ 4,000.00		
TASK 2. DIGESTER DEWATERING AND CLEANING BID DOCUMENTS, BID AND CONSTRUCTION SERVICES			8	0	48	36	60	112	0	18	64	20	4	2	372	\$ 63,840.00	\$ 4,000.00	\$ 67,840.00	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 67,840.00	

Exhibit A-3 Level of Effort Fee Estimate

Project: City of Galveston Main Wastewater Treatment Plant Digester Improvements
Consultant: Ardurra Group
Date: 5/30/2018

			Ardurra Estimated Man-hours															Subconsultants								
Position			Project Director	QA/QC	Sr. PM	Sr. Proj. Eng. (Process Mech)	Proj Eng.5/6 (Process Mech)	Proj Eng. 3/4 (Process Mech)	Sr. Proj. Eng. (Instru. & Control)	Proj Eng. Instru. & Control)	CAD Designer	Word Processor	Contract Administrator	Admin	Ardurra - Total Hours (Hrs)	Ardurra Subtotal Labor Cost (\$)	ODCs (\$)	Ardurra Subtotal (\$)	Briones (Site Civil & Survey) (\$)	¹ Wekiva (Structural/Architectural) (\$)	Kalluri (Electrical) (\$)	kWH (Mechanical/HVAC & Plumbing) (\$)	Geotest (Geotechnical) (\$)	Ardurra Sub Mark-up (8%), Add'l Service ONLY (\$)	Total Cost (Ardurra + Subs) (\$)	
Task	Subtask	Task Description	Rate \$	275.00	\$275.00	\$240.00	\$240.00	\$160.00	\$140.00	\$240.00	\$160.00	\$120.00	\$120.00	\$100.00												
TASK 3. DIGESTER CONDITION ASSESSMENT AND DESIGN CRITERIA TECHNICAL MEMORANDUM																										
	3.1	Digester Structural Condition Assessment													0	\$ -	\$ -	\$ -		\$ 3,600.00					\$ 3,600.00	
	3.2	Design Criteria TM																								
	3.2.1	Design Basis Development and Blower Sizing Calculation	4		4			24							36	\$ 6,380.00		\$ 6,380.00							\$ 6,380.00	
	3.2.2	Evaluate operation scenarios and hydraulic impacts to determine blower pressure rating	4			8		40							52	\$ 8,620.00		\$ 8,620.00							\$ 8,620.00	
	3.2.3	Draft Tech Memo, City Review Comments Incorporation, and Final Tech Memo				24		60				4			88	\$ 14,640.00		\$ 14,640.00							\$ 14,640.00	
		Project Task Expenses (5% on Subtotal Hrs Cost)															\$ 2,000.00	\$ 2,000.00							\$ 2,000.00	
TASK 3. DIGESTER CONDITION ASSESSMENT AND DESIGN CRITERIA TECHNICAL MEMORANDUM			8	0	4	36	0	124	0	0	0	4	0	0	176	\$ 29,640.00	\$ 2,000.00	\$ 31,640.00	\$ -	\$ 3,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,240.00
TASK 4. DIGESTER IMPROVEMENTS FINAL DESIGN, BID SERVICES, AND ENGINEERING SERVICES DURING CONSTRUCTION																										
	4.1	Final Design Services																								
	1.a	Process Mechanical Design													0											
1	G-1	Cover Sheet			0.5			1			2				3.5	\$ 580.00		\$ 580.00							\$ 580.00	
2	G-2	Drawing Index			0.5			1			4				5.5	\$ 900.00		\$ 900.00							\$ 900.00	
3	G-3	General Legend and Abbreviations I			0.5			1			1				2.5	\$ 420.00		\$ 420.00							\$ 420.00	
4	G-4	General Legend and Abbreviations II			0.5			1			1				2.5	\$ 420.00		\$ 420.00							\$ 420.00	
5	G-5	Process Flow Diagram and Design Criteria			0.5			4			4				8.5	\$ 1,320.00		\$ 1,320.00							\$ 1,320.00	
6	C-1	Existing Site Plan (included in Task 2)													0	\$ -		\$ -							\$ -	
7	C-2	Proposed Improvement and Dimension Control Plan			0.5			4			8				12.5	\$ 1,960.00		\$ 1,960.00							\$ 1,960.00	
8	C-3	Construction Sequencing Work Plan I (include in Task 2)													0	\$ -		\$ -							\$ -	
9	C-4	Construction Sequencing Work Plan II (included in Task 2)													0	\$ -		\$ -							\$ -	
10	C-5	Yard Piping Plan I			0.5			6			8				14.5	\$ 2,240.00		\$ 2,240.00							\$ 2,240.00	
11	C-6	Yard Piping Plan II			0.5			6			8				14.5	\$ 2,240.00		\$ 2,240.00							\$ 2,240.00	
12	C-7	Yard Piping Sections and Details			0.5			6			8				14.5	\$ 2,240.00		\$ 2,240.00							\$ 2,240.00	
13	C-8	Temporary Yard Piping Plan I (include in Task 2)													0	\$ -		\$ -							\$ -	
14	C-9	Temporary Yard Piping Plan II (included in Task 2)													0	\$ -		\$ -							\$ -	
15	C-10	Temporary Yard Piping Sections and Details (included in Task 2)													0	\$ -		\$ -							\$ -	
16	C-11	Civil Standard Details I (included in Task 2)													0	\$ -		\$ -							\$ -	
17	C-12	Civil Standard Details II			0.5			2			2				4.5	\$ 720.00		\$ 720.00							\$ 720.00	
18	D-1	Overall Demolition Plan			0.5			4			6				10.5	\$ 1,640.00		\$ 1,640.00							\$ 1,640.00	
19	D-2	Aerated Sludge Holding Tank Demolition Plan			0.5			8			6				14.5	\$ 2,200.00		\$ 2,200.00							\$ 2,200.00	
20	D-3	Aerated Sludge Holding Tank Demolition Section, Details and Site Photos			0.5			8			6				14.5	\$ 2,200.00		\$ 2,200.00							\$ 2,200.00	
21	M-1	Proposed Blower Building Plan			0.5		12				16				28.5	\$ 4,600.00		\$ 4,600.00							\$ 4,600.00	
22	M-2	Proposed Blower Building Section I			0.5		8				12				20.5	\$ 3,320.00		\$ 3,320.00							\$ 3,320.00	
23	M-3	Proposed Blower Building Section II			0.5		8				12				20.5	\$ 3,320.00		\$ 3,320.00							\$ 3,320.00	
24	M-4	Air Piping Support Schedule and Details			0.5		8				12				20.5	\$ 3,320.00		\$ 3,320.00							\$ 3,320.00	
25	M-5	Aerated Sludge Holding Tank Improvements Upper Plan			0.5		12				16				28.5	\$ 4,600.00		\$ 4,600.00							\$ 4,600.00	
26	M-6	Aerated Sludge Holding Tank Improvements Lower Plan			0.5		12				12				24.5	\$ 3,960.00		\$ 3,960.00							\$ 3,960.00	
27	M-7	Aerated Sludge Holding Tank Improvements Section I			0.5		8				12				20.5	\$ 3,320.00		\$ 3,320.00							\$ 3,320.00	
28	M-8	Aerated Sludge Holding Tank Improvements Section II			0.5		8				12				20.5	\$ 3,320.00		\$ 3,320.00							\$ 3,320.00	
29	M-9	Misc. Mechanical Improvements Details			0.5		12				8				20.5	\$ 3,320.00		\$ 3,320.00							\$ 3,320.00	
30	M-10	Mechanical Standard details I			0.5			4			4				8.5	\$ 1,320.00		\$ 1,320.00							\$ 1,320.00	
31	M-11	Mechanical Standard details II			0.5			4			4				8.5	\$ 1,320.00		\$ 1,320.00							\$ 1,320.00	
32	M-12	Mechanical Standard details III			0.5			4			4				8.5	\$ 1,320.00		\$ 1,320.00							\$ 1,320.00	
33	M-13	Mechanical Standard details IV			0.5			4			4				8.5	\$ 1,320.00		\$ 1,320.00							\$ 1,320.00	
	1.b	Site Civil Subdiscipline Design													0	\$ -		\$ -	\$ 23,605.20						\$ 23,605.20	
	1.c	Architectural Subdiscipline Design													0	\$ -		\$ -		\$ 6,400.00					\$ 6,400.00	
	1.d	Structural Subdiscipline Design													0	\$ -		\$ -		\$ 20,500.00					\$ 20,500.00	
	1.e	HVAC, Plumbing, and Fire Protection Subdiscipline Design													0	\$ -		\$ -				\$ 12,000.00			\$ 12,000.00	
	1.f	Electrical Subdiscipline Design													0	\$ -		\$ -			\$ 80,797.50				\$ 80,797.50	
	1.g	Instrumentation, Control, and SCADA Subdiscipline Design													0	\$ -		\$ -							\$ -	
1	I-1	Instrumentation Legend			0.5					2	4				6.5	\$ 1,080.00		\$ 1,080.00							\$ 1,080.00	
2	I-2	System Architecture			0.5					8	6				14.5	\$ 2,360.00		\$ 2,360.00							\$ 2,360.00	
3	I-3	Blower P&ID			0.5					16	8				24.5	\$ 3,960.00		\$ 3,960.00							\$ 3,960.00	
4	I-4	Aerated Sludge Holding Tank Air Diffuser System P&ID			0.5					16	8				24.5	\$ 3,960.00		\$ 3,960.00							\$ 3,960.00	

Exhibit A-3 Level of Effort Fee Estimate

Project: City of Galveston Main Wastewater Treatment Plant Digester Improvements
Consultant: Ardurra Group
Date: 5/30/2018

			Ardurra Estimated Man-hours															Subconsultants							
Position			Project Director	QA/QC	Sr. PM	Sr. Proj. Eng. (Process Mech)	Proj Eng.5/6 (Process Mech)	Proj Eng. 3/4 (Process Mech)	Sr. Proj. Eng. (Instru. & Control)	Proj Eng. Instru. & Control)	CAD Designer	Word Processor	Contract Administrator	Admin	Ardurra - Total Hours (Hrs)	Ardurra Subtotal Labor Cost (\$)	ODCs (\$)	Ardurra Subtotal (\$)	Briones (Site Civil & Survey) (\$)	¹ Wekiva (Structural/Architectural) (\$)	Kalluri (Electrical) (\$)	kWH (Mechanical/HVAC & Plumbing) (\$)	Geotest (Geotechnical) (\$)	Ardurra Sub Mark-up (8%), Add'l Service ONLY (\$)	Total Cost (Ardurra + Subs) (\$)
Task	Subtask	Task Description	\$ 275.00	\$275.00	\$ 240.00	\$ 240.00	\$160.00	\$140.00	\$ 240.00	\$160.00	\$160.00	\$120.00	\$120.00	\$100.00											
	1.h	Contract Documents, Bid Form, and Technical Specifications (30% Spec TOC, full specs for 60%, 90%, and Final Bid-ready)	4		32			60		24		40		8	168	\$ 26,620.00		\$ 26,620.00							\$ 26,620.00
	1.i	Cost Estimate Development & Review (30%, 60%, 90%, & Final bid-ready)			8			40		24					72	\$ 11,360.00		\$ 11,360.00							\$ 11,360.00
	1.j	City Building Permit Review & Approval			4			24						8	36	\$ 5,120.00		\$ 5,120.00							\$ 5,120.00
	4.2	Bid Phase Services													0										
	4.2.1	Attend Pre-bid Meeting and Site Walkthrough	4		4										8	\$ 2,060.00		\$ 2,060.00							\$ 2,060.00
	4.2.2	Respond to Bidder Questions, Prepare & Issue Addenda			4			16		4		8			32	\$ 4,800.00		\$ 4,800.00		\$ 1,300.00		\$ 1,200.00			\$ 7,300.00
	4.2.3	Bid Evaluation, Bid Tabulation, & Recommendation of Award			4										4	\$ 960.00		\$ 960.00							\$ 960.00
	4.2.4	Prepare Conformed Documents						6			12	8		2	28	\$ 3,920.00		\$ 3,920.00							\$ 3,920.00
		Project Task Expenses (5% on Subtotal Hrs Cost)															\$ 7,000.00	\$ 7,000.00							\$ 7,000.00
TASK 4 - FINAL DESIGN AND BID SERVICES SUBTOTAL			8	0	71	0	88	214	0	94	230	56	0	18	779	\$ 123,640.00	\$ 7,000.00	\$ 130,640.00	\$ 23,605.20	\$35,400.00	\$ 80,797.50	\$ 13,200.00	\$ -	\$ -	\$ 276,442.70
	4.3	Engineering Services during Construction																							
	4.3.1	General																							
	4.3.1.1	Attend pre-construction meeting			4										4	\$ 960.00		\$ 960.00							\$ 960.00
	4.3.1.2	Attend construction progress meetings/site visits (up to 18), prepare meeting agenda and meeting minutes.			36		72					18			126	\$ 22,320.00		\$ 22,320.00							\$ 22,320.00
	4.3.1.3	Additional Site Visits (up to 6)			6					6				6	18	\$ 3,000.00		\$ 3,000.00							\$ 3,000.00
	4.3.1.4	Review and approve contractor pay applications					24							12	36	\$ 5,040.00		\$ 5,040.00							\$ 5,040.00
	4.3.1.5	Project management & coordination, invoicing, progress report, subconsultant management, and contract management	8		12			12					12	6	50	\$ 8,800.00		\$ 8,800.00							\$ 8,800.00
	4.3.2	Substantial Completion and Final Acceptance													0										\$ -
	4.3.2.1	Substantial completion walkthrough and punch list			8			16				4		4	32	\$ 5,040.00		\$ 5,040.00							\$ 5,040.00
	4.3.2.2	Final completion inspection and final acceptance			4			8				2			14	\$ 2,320.00		\$ 2,320.00							\$ 2,320.00
	4.3.3	Submittal, RFI, CO Review													0										\$ -
	4.3.3.1	Submittals, estimated 60 plus 25% resubmittals ²			16			80		24		32			152	\$ 22,720.00		\$ 22,720.00	\$ 10,745.00	\$10,150.00	\$ 35,910.00	\$ 3,000.00			\$ 82,525.00
	4.3.3.2	RFI Review and Response(estimated 30)			6			10		4		8			28	\$ 4,440.00		\$ 4,440.00							\$ 4,440.00
	4.3.3.3	Change Order review and response, estimated 8	4		8					4	4	6			26	\$ 5,020.00		\$ 5,020.00							\$ 5,020.00
	4.3.4	Review contractor as-built redlines and Prepare Record Drawings			4			16			32			4	56	\$ 8,720.00		\$ 8,720.00							\$ 8,720.00
		Project Task Expenses (5% on Subtotal Hrs Cost)															\$ 5,000.00	\$ 5,000.00							\$ 5,000.00
TASK 4 - ENGINEERING SERVICES DURING CONSTRUCTION PHASE SUBTOTAL			12	0	104	0	96	142	0	38	36	70	12	32	542	\$ 88,380.00	\$ 5,000.00	\$ 93,380.00	\$ 10,745.00	\$10,150.00	\$ 35,910.00	\$ 3,000.00	\$ -	\$ -	\$ 153,185.00
TASK 4. DIGESTER IMPROVEMENTS FINAL DESIGN, BID SERVICES, AND ENGINEERING SERVICES DURING CONSTRUCTION			20	0	175	0	184	356	0	132	266	126	12	50	1321	\$ 212,020.00	\$ 12,000.00	\$ 224,020.00	\$ 34,350.20	\$ 45,550.00	\$ 116,707.50	\$ 16,200.00	\$ -	\$ -	\$ 429,627.70
TOTAL BASIC SERVICES			51	24	271	72	244	652	0	150	330	169	28	67	2058	\$ 340,405.00	\$ 20,000.00	\$ 360,405.00	\$ 34,350.20	\$ 49,150.00	\$ 116,707.50	\$ 16,200.00	\$ -	\$ -	\$ 569,612.70

Exhibit A-3 Level of Effort Fee Estimate

Project: City of Galveston Main Wastewater Treatment Plant Digester Improvements

Consultant: Ardurra Group

Date: 5/30/2018

			Ardurra Estimated Man-hours															Subconsultants							
Position			Project Director	QA/QC	Sr. PM	Sr. Proj. Eng. (Process Mech)	Proj Eng.5/6 (Process Mech)	Proj Eng. 3/4 (Process Mech)	Sr. Proj. Eng. (Instru. & Control)	Proj Eng. Instru. & Control)	CAD Designer	Word Processor	Contract Administrator	Admin	Ardurra - Total Hours (Hrs)	Ardurra Subtotal Labor Cost (\$)	ODCs (\$)	Ardurra Subtotal (\$)	Briones (Site Civil & Survey)	¹ Wekiva (Structural/Architectural)	Kalluri (Electrical)	kWH (Mechanical/HVAC & Plumbing)	Geotest (Geotechnical)	Ardurra Sub Mark-up (8%), Add'l Service ONLY (\$)	Total Cost (Ardurra + Subs) (\$)
Task	Subtask	Task Description	Rate \$	275.00	\$ 275.00	\$ 240.00	\$ 240.00	\$ 160.00	\$ 140.00	\$ 240.00	\$ 160.00	\$ 160.00	\$ 120.00	\$ 120.00	\$ 100.00										
ADDITIONAL SERVICES																									
TASK 5		Site Topographic Survey													0	\$ -	\$ -	\$ -	\$ 13,467.00					\$ 1,078.00	\$ 14,545.00
TASK 6		Geotechnical Investigation													0	\$ -	\$ -	\$ -					\$ 16,626.00	\$ 1,331.00	\$ 17,957.00
TASK 7		Electrical Service and Routing Analysis													0	\$ -	\$ -	\$ -			\$ 22,000.00			\$ 1,760.00	\$ 23,760.00
TASK 8		Digester Structural Testing													0	\$ -	\$ -	\$ -			\$ 35,000.00			\$ 2,800.00	\$ 37,800.00
TOTAL ADDITIONAL SERVICES			0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ 13,467.00	\$ -	\$ 57,000.00	\$ -	\$ 16,626.00	\$ 6,969.00	\$ 94,062.00
TOTAL BASIC + ADDITIONAL			51	24	271	72	244	652	0	150	330	169	28	67	\$ 2,058.00	\$ 340,405.00	\$ 20,000.00	\$ 360,405.00	\$ 47,817.20	\$ 49,150.00	\$ 173,707.50	\$ 16,200.00	\$ 16,626.00	\$ 6,969.00	\$ 663,674.70

- Notes:
1. Wekiva's LOE for Bid and Construction Phase services include architectural and structural engineering.
2. Subdiscipline (Site civil, structural, architectural, electrical, & HPF) LOE listed herein includes engineering services during Construction Phase.

CITY OF GALVESTON
PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is entered into this 30th day of May, 2018, by and between the City of Galveston, Texas, hereinafter called the “City”, and Ardurra Group, LLC hereinafter called “COMPANY”, located in 2030 Buffalo terrace, Houston, Texas 77019 in connection with the following project:

**CITY OF GALVESTON MAIN WASTEWATER TREATMENT PLANT
DIGESTER IMPROVEMENTS**

This agreement between the Parties consist of the terms and conditions set forth herein, and in those documents, attached and incorporated for all purposes; Exhibit “A”, identified as Responsive Proposal from COMPANY

WHEREAS, the City desires to engage COMPANY to render certain services in connection with the above stated project.

NOW THEREFORE, the parties do mutually agree as follows:

PART I

1. Scope of Services

The Scope of Services shall be as set forth in the attached “Exhibit A”.

2. Time of Performance - The services as set forth in Exhibit A shall commence on the above referenced date of this Agreement. Due to the nature and extent of the project the work is expected to be completed within **862** calendar days of issuance of a Notice to Proceed.

3. Independent Contractors – The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither party shall make any representations tending to create an apparent or implied agency or employment relationship. Neither party has the authority to act for the other or to create obligations or debts binding on the other. Neither party shall be responsible for any obligations or expenses incurred by the other.

4. Standard of Care – The standard of care for all contractual and related services performed or furnished by COMPANY under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

5. Access to Information - It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above

shall be furnished to COMPANY by the City and its agencies. The City and its agencies will cooperate with COMPANY in every way possible to facilitate the performance of the work described in the contract.

6. Appropriations - The obligations of the City to make payment under this Agreement are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.
7. Compensation - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed **\$663,674.70**. Invoices are submitted by COMPANY each month (not necessarily falling on the first or last day of the month). City shall notify COMPANY in writing, of any and all objections, if any, to an invoice within ten (10) days of the date of invoice. Otherwise, the invoice shall be deemed proper and acceptable by the City. Amounts indicated on invoices are due and payable immediately upon receipt. City's account will be considered delinquent if COMPANY does not receive full payment within thirty (30) days after the invoice date.
8. The City shall not be responsible for payment to COMPANY for any additional services or expenses not specifically included in Exhibit "A", except upon execution of an amendment to this Agreement in writing by both parties. Parties shall attempt to resolve any payment disputes within sixty (60) days or the matter may be submitted to mediation
9. INDEMNIFICATION: FOR CONSIDERATION RECEIVED, COMPANY shall indemnify, defend, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, damage, judgments, liabilities or expense on account of damage to property and injuries, including death, which may arise or result, in whole or in part from any negligent act or omission of COMPANY or those acting under COMPANY'S supervision or control. COMPANY shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, which may arise from the sole negligence of the city. **COMPANY shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify, and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.**
10. Construction – This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas. Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement. In any case, if one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall not

be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

11. Termination of Contract for Cause. If, through any cause, COMPANY shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if COMPANY shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to COMPANY of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by COMPANY under this Contract shall, at the option of the City, become property of the City and the COMPANY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, COMPANY shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by COMPANY, and the City may withhold any payments to COMPANY for the purpose of set-off until such time as the exact amount of damages due the City from COMPANY is determined.
12. Termination for Convenience of the City. The City may terminate this Contract at any time by giving at least ten (10) days' notice in writing to COMPANY. If the Contract is terminated by the City as provided herein, COMPANY will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of COMPANY, Paragraphs relative to termination shall apply.
13. Modification: No change in the terms of this Contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
14. Force Majeure: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.
15. Proof of Insurance: COMPANY shall maintain certain types of insurance protection throughout the duration of the project. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas, using an insurance company with an A.M. Best rating of a B+ or better.
16. Required Insurance: Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project; Automobile Liability Insurance, Worker's Compensation Insurance and Professional Liability Insurance. Limits are to be equal to or greater than:
 - a. **Commercial general liability insurance:**
 - \$2,000,000** general liability (includes products and personal, etc.)
 - \$1,000,000** fire damage
 - \$1,000,000** automobile damage

\$500,000 workers compensation employers' liability
Statutory limits for workers compensation
Insurance coverage shall be on an **"occurrence basis"**

17. Assignability: COMPANY shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City. Unless specifically stated to the contrary in any written consent to assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
18. Reports and Information: COMPANY, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
19. Findings Confidential: To the extent permitted by law, all of the reports, information, data, etc., prepared or assembled by COMPANY under this contract are confidential and COMPANY agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
20. Copyright: No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of COMPANY.
21. Compliance with Local, State and Federal Laws: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.
22. Notices: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Room 203
P.O. Box 779
Galveston, Texas 77553

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

BY: _____
NAME: Brian Maxwell
TITLE: City Manager
DATE: _____

Ardurra Group, LLC

BY: _____
NAME: Jeffery S. Peters
TITLE: Client Accounts Manager
DATE: _____

Approved As To Form

City Attorney's Office

**BY EXECUTION OF THIS AGREEMENT, COMPANY ACKNOWLEDGES RECEIPT OF
A COPY OF THIS CONTRACT.**



City of Galveston

CAPITAL PROJECTS STAFF REPORT

08 June 2018

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

From: Ross E. Blackketter, P.E., Director of Capital Projects

RE: Consider for approval the request for funds from TxDOT in the amount of \$170,864.03 for the Seawall Paving Project from 39th Street to Ferry Road. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. In August 2014, the City of Galveston entered into an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the milling and paving of Seawall Boulevard between 39th Street and Ferry Road.
- B. The original cost estimate for the project was \$2,163,200.00. Federal Funds were allocated to provide a maximum of \$1,730,560.00 toward the project, with the City already providing \$221,605.00 for engineering design.
- C. According to the Local Funding Agreement for this project, the City of Galveston was responsible for any costs over the budgeted amount.
- D. The low bid was received by TxDOT for \$2,034,498.02.
- E. In October 2015, City Council authorized payment of the difference between the low bid and available federal funds in the amount \$303,938.02.

II. Current Situation

- A. The project has been completed, and the final auditing by TxDOT of the contract has revealed a cost overage for the construction in the amount of \$170,864.03, which is now due and payable to TxDOT.
- B. Attached is the letter from TxDOT dated May 7, 2018, requesting the amount of \$170,864.03 in local funds from the City of Galveston.
- C. Funding is available in the FY2018 Capital Improvement Plan under the Streets Program Contingency from the Infrastructure and Debt Service Fund.

III. Issues

- A. The City of Galveston is liable for these costs in accordance with the Advance Funding Agreement with TxDOT for this project.
- B. This payment will close out the project.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

IV. Alternatives in order of priority

- A. Approval of the request from TxDOT for payment of \$170,864.03 to the State for the Seawall Paving project.
- B. Do not approve the request, which would place the City in violation of the agreement.

V. Recommendation

Approve request for funds from TxDOT in the amount of \$170,864.03 for the Seawall Paving Project from 39th Street to Ferry Road.

VI. Fiscal Impact Report

Requested by:	Ross E. Blackketter, P.E. Director of Capital Projects
Funding Source:	Infrastructure and Debt Service Fund
Costs of implementation:	\$170,864.03

Respectfully Submitted,

Ross E. Blackketter, P.E.
Director of Capital Projects





Texas Department of Transportation

125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

Brandon Ross
Please review and verify amounts due
5/31/18

Rec'd 5.14.18

INVOICE May 7, 2018

City of Galveston
Brian Maxwell, City Manager
823 Rosenberg, Suite # 203
Galveston, TX 77553

Project ID: 12091273182
Customer ID: 015700
Invoice Date: 05/07/2018
Due Date: 06/06/2018
Amount Due: \$170,864.03

To Whom It May Concern:

The above reference project has been completed and accepted by the State. Final auditing by this office revealed additional funds due to the Texas Department of Transportation (TxDOT).

Please refer to the attached final Statement of Cost to see the breakdown of total construction costs, advanced payments received to cover the local's share of the estimated costs and the remaining balance due. Please remit a check made payable to the "Texas Department of Transportation" in the amount shown above within 30 days from receipt of this letter.

Forward all payments to:

Texas Department of Transportation
ATTN: Revenue Management
P.O. Box 149001
Austin, TX 78714-9001

To ensure proper credit to your account, please include the above referenced Project ID on all payments and/or correspondence. For clarity and tracking purposes, it is strongly suggested that this payment not be combined with any other transactions to TxDOT.

If you should have any questions concerning this matter, please refer to the district contact listed on the attached Statement of Cost.

Sincerely,

Stephen Stewart, CPA
Director, Financial Management Division

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods

An Equal Opportunity Employer



TEXAS DEPARTMENT OF TRANSPORTATION

STATEMENT OF COST

City of Galveston

Date: 05-07-2018

Project	Preliminary Engineering	Construction	Construction Engineering	Sponsor Reimbursement	Total
STP 2014(594)MM 0912-73-182	30,897.90	2,205,362.05	39,269.30	0.00	2,275,529.25

	% Participation	
Preliminary Engineering Portion Funded by Entity	0.00%	\$0.00
Construction Portion Funded by Entity (100% of \$474,802.05) *	100.00%	\$474,802.05
Construction Engineering Portion Funded by Entity (0% of \$39,269.30) **	0.00%	\$0.00
Construction Portion Funded by Entity (100% Items - Change Orders #)	100.00%	\$0.00
Construction Portion Funded by Entity (100% Other Local Items)	100.00%	\$0.00
Construction Engineering Portion Funded by Entity (100% Items - CO # & Fed Non Part)	100.00%	\$0.00
Adjustment		\$0.00
Total Amount Chargeable To Entity		\$474,802.05
Advanced Cash Payments		\$303,938.02
Less: Amount Chargeable		\$474,802.05
Total Amount Due From Local Entity		\$170,864.03

Certified Correct:

Luis F. Ortiz, P.E.

Luis Ortiz, P.E.

Director Of Construction

5/7/18

Date

CSJ 0912-73-182 : Seawall Boulevard from 39th Street to Ferry Road in Galveston County, Texas

CONSTRUCTION

2,205,362.05

-1,730,560.00 Federal 'Fixed' Funding

0.00 100% Entity Items - CO #

0.00 100% Local - Federal Non-Participation Items

474,802.05

Construction Engineering

\$39,269.30 Total CE Costs

\$0.00 Other

\$0.00 CE - 100% Local

\$39,269.30



City of Galveston

CAPITAL PROJECTS STAFF REPORT

14 June 2018

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

From: Ross E. Blacketter, P.E., Director of Capital Projects

RE: Consider for approval a contract with Lucas Construction Co., Inc., for the Market Street Sidewalk & Curb Reconstruction (25th to 33rd) project (RFP #18-18) in the amount of \$1,134,575.00 (estimated total cost of project not to exceed \$1,295,775.00). Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. In the interest of promoting economic development and encouraging more commercial development in the downtown area, the project was conceived of extending the pedestrian improvements on Market Street westward to 33rd Street.
- B. On 27 July 2017, the City Council approved a professional services agreement with Shelmark Engineering, L.L.C. to perform engineering design for the Market Street Sidewalk & Curb Reconstruction (25th to 33rd) project.
- C. On April 26, 2018, the City Council approved an Economic Development Grant Agreement with the Industrial Development Corporation for the construction costs associated with the Market Street Sidewalk & Curb Reconstruction project in the amount of \$1.5 Million.

II. Current Situation

- A. The project was advertised on 15 May 2018 as RFP #18-18 to provide the ability to negotiate with the winning respondent and value engineer the project costs.
- B. Six RFP responses were received on 13 June 2018, with five found to be responsive.
- C. The five responsive proposals were received and scored as follows:

	<u>Score</u>
Lucas Construction Co., Inc.	585
General Contractor Services	520
Fused Industries	520
Tandem Services	450
Main Lane Industries, Ltd.	440

Lucas Construction Co., Inc. received the highest score.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

D. Shelmark Engineering has reviewed the proposals and recommended Lucas Construction for this project.

III. **Impact or ramifications:**

The project is designed to enhance the appearance and pedestrian access to this roadway, thereby encouraging commercial development in the area of downtown.

IV. **Alternatives in order of priority**

- A. Approve a contract with Lucas Construction Co., Inc., for the Market Street Sidewalk & Curb Reconstruction (25th to 33rd) project in the amount of \$1,134,575.00.
- B. Do not approve the request, rescind the grant agreement with the IDC, and explore other areas to invest Economic Development Funding.

V. **Recommendation**

Approve a contract with Lucas Construction Co., Inc., for the Market Street Sidewalk & Curb Reconstruction (25th to 33rd) project in the amount of \$1,134,575.00.

VI. **Fiscal Impact Report**

Requested by:	Ross E. Blackketter, P.E. Director of Capital Projects
Funding Source:	IDC Economic Development Silo
Construction Cost	\$ 1,134,575.00
Contingency (10%)	\$ 113,500.00
Construction Administration	\$ 22,700.00
Material Testing (estimated)	\$ 25,000.00
Total Cost of Implementation	\$ 1,295,775.00

Respectfully Submitted,

Ross E. Blackketter, P.E.
Director of Capital Projects



SHELMARK

ENGINEERING, L.L.C.
CIVIL | MARINE | PLANNING | STRUCTURAL

TX Firm No. F-2115

921 FM 517 Road East, Dickinson, Texas 77539

June 13, 2018

Mr. Ross E. Blackketter, P.E.
Director of Capital Projects
City of Galveston
823 Rosenberg
Galveston, Texas 77550

RE: Recommendation for Award
Market Street (25th to 33rd) Sidewalk Project
Galveston, Texas
SME Project No. 17-339

Dear Mr. Blackketter:

On Wednesday, June 13, 2018, five (5) bids were received for the above referenced project. The lowest base bid was for \$1,014,575.00 submitted by Lucas Construction Company, Inc..

Secondarily, we reviewed the alternate bid items and the combined lowest bid with alternate was Lucas Construction Company, Inc. with a total of \$1,134,575.00.

We recommend the contract be awarded to Lucas Construction Company, Inc., with a total base bid amount of \$1,014,575.00, alternate bid item of \$120,000.00, and 240/270 calendar days substantial/final completion construction times.

Enclosed for your review is a copy of the bid tabulation. Please call me at (409) 935-9986 if you have any questions regarding the bid.

Sincerely,



Marcus J. Michna, P.E.
Principal

MJM/cle
Attachments: Bid Tab

**MARKET STREET (25TH TO 33RD) SIDEWALK PROJECT
GALVESTON, TEXAS**

BASE BID - UNIT PRICING:

NO.	ITEM DESCRIPTION	UNIT	QTY	LUCAS CONSTRUCTION		FUSED INDUSTRIES		GENERAL CONTRACTOR SERVICES		TANDEM SERVICES		MAIN LANE INDUSTRIES	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
GENERAL ITEMS													
1	Performance and Payment Bonds	LS	1	\$36,000.00	\$36,000.00	\$35,000.00	\$35,000.00	\$56,250.00	\$56,250.00	\$25,530.00	\$25,530.00	\$25,000.00	\$25,000.00
2	Mobilization / Demobilization; Complete-in-Place.	LS	1	\$20,000.00	\$20,000.00	\$70,000.00	\$70,000.00	\$12,500.00	\$12,500.00	\$75,000.00	\$75,000.00	\$150,000.00	\$150,000.00
3	Traffic Control and Regulation; Complete-in-Place.	MO	6	\$2,000.00	\$12,000.00	\$1,300.00	\$7,800.00	\$13,848.75	\$83,092.50	\$4,000.00	\$24,000.00	\$15,000.00	\$90,000.00
4	NPDES/TPDES; Complete-in-Place.	MO	6	\$2,000.00	\$12,000.00	\$900.00	\$5,400.00	\$1,468.75	\$8,812.50	\$2,000.00	\$12,000.00	\$500.00	\$3,000.00
5	Inlet Protection Barriers; Complete-in-Place.	EA	30	\$100.00	\$3,000.00	\$150.00	\$4,500.00	\$66.88	\$2,006.40	\$250.00	\$7,500.00	\$100.00	\$3,000.00
6	Install and Maintain Filter Fabric Fence; Install and Maintain; Complete-in-Place.	LF	2,000	\$2.00	\$4,000.00	\$1.50	\$3,000.00	\$1.56	\$3,120.00	\$2.50	\$5,000.00	\$3.00	\$6,000.00
7	Install and Maintain Tree and Plant Protection; Complete-in-Place.	EA	58	\$30.00	\$1,740.00	\$140.00	\$8,120.00	\$125.00	\$7,250.00	\$300.00	\$17,400.00	\$500.00	\$29,000.00
SUBTOTAL GENERAL ITEMS					\$88,740.00		\$133,820.00		\$173,031.40		\$166,430.00		\$306,000.00
DEMOLITION ITEMS													
8	Remove existing concrete curb where complete sidewalk width replacement takes place in front of buildings from 25th street to 28th street; Complete-in-Place.	LF	4,850	\$2.00	\$9,700.00	\$6.00	\$29,100.00	\$5.00	\$24,250.00	\$3.00	\$14,550.00	\$2.00	\$9,700.00
9	Remove existing concrete sidewalk; including ramps, driveways, steps, etc.; also includes sawcutting 2 feet offset (all directions) around existing traffic/light signals, structural posts, meters, etc.; Complete-in-Place.	SF	65,850	\$0.60	\$39,510.00	\$1.80	\$118,530.00	\$4.00	\$263,400.00	\$2.50	\$164,625.00	\$2.00	\$131,700.00
10	Remove and Replace Existing Storm Inlet tops with Accessable Traffic Rated Tops; Including frame box and Concrete Curb; Sawcutting: All Sizes/Depths; Complete in Place.	EA	14	\$1,500.00	\$21,000.00	\$2,800.00	\$39,200.00	\$900.00	\$12,600.00	\$1,250.00	\$17,500.00	\$2,800.00	\$39,200.00
11	Remove Existing Curb along with "Bridge Block" at Market Street & 27th; Complete in Place	LF	115	\$25.00	\$2,875.00	\$10.00	\$1,150.00	\$5.00	\$575.00	\$25.00	\$2,875.00	\$10.00	\$1,150.00
SUBTOTAL DEMOLITION ITEMS					\$73,085.00		\$187,980.00		\$300,825.00		\$199,550.00		\$181,750.00
ROADWAY & SIDEWALK ITEMS													
12	12" Wide (from face of curb) - Mill and Resurface Existing Asphalt Pavement at existing gutter line in areas of sidewalk & curb replacement; Complete-in-Place.	SY	600	\$36.00	\$21,600.00	\$75.00	\$45,000.00	\$35.00	\$21,000.00	\$90.00	\$54,000.00	\$50.00	\$30,000.00
13	6-inch Thick Reinforced Concrete Driveways; Includes 6-inch Stabilized Sand; #4 Rebar 24-inches O.C.E.W.; Including Expansion Joints; Complete-in-Place.	SY	350	\$60.00	\$21,000.00	\$101.00	\$35,350.00	\$15.00	\$5,250.00	\$95.00	\$33,250.00	\$65.00	\$22,750.00
14	6" wide - 6-inch to 12-inch height Concrete Curb (Monolithic) at Sidewalk Replacement; Includes Stabilized Sand, #4 Rebar @ 24-inches O.C.E.W.; Complete-in-Place.	LF	5,600	\$5.00	\$28,000.00	\$19.00	\$106,400.00	\$3.50	\$19,600.00	\$12.00	\$67,200.00	\$24.00	\$134,400.00

**MARKET STREET (25TH TO 33RD) SIDEWALK PROJECT
GALVESTON, TEXAS**

BASE BID - UNIT PRICING:

NO.	ITEM DESCRIPTION	UNIT	QTY	LUCAS CONSTRUCTION		FUSED INDUSTRIES		GENERAL CONTRACTOR SERVICES		TANDEM SERVICES		MAIN LANE INDUSTRIES	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
15	16" wide - 12-inch height Concrete Curb (Monolithic) at Back of Sidewalk Replacement at NW corner of Market Street & 25th street; Includes Stabilized Sand, #4 Rebar @ 24-inches O.C.E.W; Complete-in-Place.	LF	80	\$10.00	\$800.00	\$20.00	\$1,600.00	\$3.50	\$280.00	\$12.00	\$960.00	\$40.00	\$3,200.00
16	Select fill Placement at back of sidewalk replacement at NW corner of Market Street & 25th street north; compacted; complete in place.	CY	60	\$25.00	\$1,500.00	\$48.00	\$2,880.00	\$25.00	\$1,500.00	\$30.00	\$1,800.00	\$25.00	\$1,500.00
17	10-Inch Concrete Curb at Accessible Ramp Intersections; Includes Stabilized Sand, #4 Rebar @ 24-inches O.C.E.W; Including Expansion Joints; Complete-in-Place.	LF	2,000	\$6.00	\$12,000.00	\$19.00	\$38,000.00	\$5.50	\$11,000.00	\$12.00	\$24,000.00	\$20.00	\$40,000.00
18	Accessible Concrete Ramps (Complete Corner) Including: Paver Landings, Truncated Domes (extend within 6" on each end of ramp width) (East Jordan Iron Duralast Detectable Warning Plates or Approved Equal); Steel Reinforcement; Includes 6-inch Stabilized Sand; Complete-in-Place.	EA	28	\$1,300.00	\$36,400.00	\$2,400.00	\$67,200.00	\$3,500.00	\$98,000.00	\$3,850.00	\$107,800.00	\$3,000.00	\$84,000.00
19	Wheelchair Ramp @ Existing Driveways or Alleys with Truncated Domes East Jordan Iron Duralast @ Detectable Warning Plates or Approved Equal; Steel Reinforcement; Includes	EA	3	\$1,100.00	\$3,300.00	\$2,200.00	\$6,600.00	\$3,500.00	\$10,500.00	\$3,250.00	\$9,750.00	\$2,000.00	\$6,000.00
20	3-1/8 Inch Pavers (1/3 Belgard Holland Stone Sunset Smooth; 1/3 Belgard Holland Stone Graphite Smooth; 1/3 Belgard Holland Stone Rust Smooth; Randomly Distributed throughout field of Pavers) at Sidewalk Replacement from 25th to 29th street; Includes 6-inch Cement Stabilized Sand; Sidewalks to meet ADA slope requirements to building entrances with Concrete Ramps; Complete in Place	SY	3,200	\$79.00	\$252,800.00	\$42.00	\$134,400.00	\$84.48	\$270,336.00	\$107.00	\$342,400.00	\$105.00	\$336,000.00
21	Sidewalks from (28th - 33rd) 6-inch Thick Reinforced Concrete Sidewalk with #3 rebar @ 15-inches O.C.E.W; Including Expansion and Control Joints; 6-inches Cement Stabilized Material; Sidewalks to meet ADA slope requirements to building entrances; Complete-in-Place.	SY	1,840	\$58.00	\$106,720.00	\$79.00	\$145,360.00	\$4.50	\$8,280.00	\$105.00	\$193,200.00	\$95.00	\$174,800.00
SUBTOTAL ROADWAY & SIDEWALK ITEMS					\$484,120.00		\$582,790.00		\$445,746.00		\$834,360.00		\$832,650.00

CROSSWALK ITEMS

22	Blast Cleaning for Permanent Reflective Pavement Marking Type II (White) (12-inch Widths) (Solid)(2 rows) and Crosswalk Pavement Marking (~72-inch Width) (Future Artist Painted Crosswalk or Add Alternate Paveway System); Complete-in-Place.	SF	10,300	\$1.50	\$15,450.00	\$4.00	\$41,200.00	\$0.25	\$2,575.00	\$1.50	\$15,450.00	\$0.20	\$2,060.00
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**MARKET STREET (25TH TO 33RD) SIDEWALK PROJECT
GALVESTON, TEXAS**

BASE BID - UNIT PRICING:

NO.	ITEM DESCRIPTION	UNIT	QTY	LUCAS CONSTRUCTION		FUSED INDUSTRIES		GENERAL CONTRACTOR SERVICES		TANDEM SERVICES		MAIN LANE INDUSTRIES	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
23	Blast Cleaning for Permanent Reflective Stop Bar Pavement Marking Type II (White) (24-inch Width) (Solid); Complete-in-Place.	SF	480	\$1.50	\$720.00	\$4.00	\$1,920.00	\$0.81	\$388.80	\$1.50	\$720.00	\$0.60	\$288.00
24	Cross Walk Stripping; Including Permanent Reflective Pavement Marking Type II (White) (12-inch) Complete-in-Place.	LF	2,350	\$4.00	\$9,400.00	\$1.25	\$2,937.50	\$1.00	\$2,350.00	\$1.05	\$2,467.50	\$0.80	\$1,880.00
25	Cross Walk Stripping; Including Permanent Reflective Pavement Marking Type II (White) (24-inch) Complete-in-Place.	LF	240	\$8.00	\$1,920.00	\$4.00	\$960.00	\$2.81	\$674.40	\$3.00	\$720.00	\$2.25	\$540.00
SUBTOTAL CROSSWALK ITEMS					\$27,490.00		\$47,017.50		\$5,988.20		\$19,357.50		\$4,768.00
SIGNAGE ITEMS													
26	Remove and Relocate Pole Mounted and Non-Pole Mounted Parking Signs; Complete-in-Place.	EA	31	\$200.00	\$6,200.00	\$135.00	\$4,185.00	\$281.25	\$8,718.75	\$100.00	\$3,100.00	\$150.00	\$4,650.00
27	New Stop Signs; Complete-In-place.	EA	14	\$350.00	\$4,900.00	\$400.00	\$5,600.00	\$500.00	\$7,000.00	\$255.00	\$3,570.00	\$400.00	\$5,600.00
28	New Light Post foundation including rebar; Complete-in-place.	EA	32	\$1,000.00	\$32,000.00	\$2,400.00	\$76,800.00	\$2,031.25	\$65,000.00	\$860.00	\$27,520.00	\$1,600.00	\$51,200.00
29	Street Name brackets and mounting plates; painted black; Complete-in-place.	EA	64	\$350.00	\$22,400.00	\$800.00	\$51,200.00	\$774.64	\$49,576.96	\$250.00	\$16,000.00	\$100.00	\$6,400.00
30	2" PVC Electrical conduit (with pull string) excavation and placement Via - Bore Construction Under existing street; Contractor to field locate all existing utilities; Complete-in-place.	LF	1,680	\$16.00	\$26,880.00	\$35.00	\$58,800.00	\$25.00	\$42,000.00	\$25.00	\$42,000.00	\$20.00	\$33,600.00
31	2" PVC Electrical conduit (with pull string) Installation & placement via Open Cut Excavation; Complete-in-place.	LF	3,621	\$10.00	\$36,210.00	\$22.00	\$79,662.00	\$18.13	\$65,648.73	\$9.00	\$32,589.00	\$15.00	\$54,315.00
32	12"x12"x8" handhole precast junction box for 2" conduit pull; Installed Complete-in-place.	EA	15	\$400.00	\$6,000.00	\$1,100.00	\$16,500.00	\$1,125.00	\$16,875.00	\$650.00	\$9,750.00	\$1,200.00	\$18,000.00
SUBTOTAL SIGNAGE ITEMS					\$134,590.00		\$292,747.00		\$254,819.44		\$134,329.00		\$173,765.00
AMENITIES													
33	Trash Receptacles; Complete-in-Place.	EA	17	\$2,200.00	\$37,400.00	\$1,500.00	\$25,500.00	\$1,330.00	\$22,610.00	\$1,585.00	\$26,945.00	\$1,200.00	\$20,400.00
34	Bench; Including anchoring; Complete-In-Place.	EA	10	\$2,850.00	\$28,500.00	\$2,400.00	\$24,000.00	\$2,530.00	\$25,300.00	\$2,635.00	\$26,350.00	\$2,000.00	\$20,000.00
35	Bicycle Rack; Including anchoring; Complete-in-Place.	EA	5	\$900.00	\$4,500.00	\$1,500.00	\$7,500.00	\$568.75	\$2,843.75	\$5,600.00	\$28,000.00	\$800.00	\$4,000.00
36	Texas Sabal Palm (Planted on Existing Sidewalk Area) 8' Tall (Measured from top of root to lowest leaving frond); stakes; rubber hose; Complete in Place	EA	25	\$1,500.00	\$37,500.00	\$1,100.00	\$27,500.00	\$1,762.50	\$44,062.50	\$2,700.00	\$67,500.00	\$1,400.00	\$35,000.00

**MARKET STREET (25TH TO 33RD) SIDEWALK PROJECT
GALVESTON, TEXAS**

BASE BID - UNIT PRICING:

NO.	ITEM DESCRIPTION	UNIT	QTY	LUCAS CONSTRUCTION		FUSED INDUSTRIES		GENERAL CONTRACTOR SERVICES		TANDEM SERVICES		MAIN LANE INDUSTRIES	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
37	Texas Sabal Palm (Planted on Existing Grass Area) 8 feet Tall (Measured from top of root to lowest leaving frond); Includes planting soil; Includes nylon support collar for palm trees and 1/8" galvanized steel aircraft cables with turnbuckle, eye and eye, zinc plated, 3/8" thread diameter with 3" take up spaced equal distance, per Details; Complete in Place	EA	34	\$1,500.00	\$51,000.00	\$1,000.00	\$34,000.00	\$1,762.50	\$59,925.00	\$2,700.00	\$91,800.00	\$1,400.00	\$47,600.00
38	Crepe Myrtle - 5-inch Caliper - 10' Tall - Multi-Trunk; Includes planting soils per detail; 3" Bark Mulch; Anchorage with Metal T Posts and Rubber hose per Details; Complete in Place	EA	4	\$1,500.00	\$6,000.00	\$400.00	\$1,600.00	\$987.50	\$3,950.00	\$1,550.00	\$6,200.00	\$800.00	\$3,200.00
39	Dwarf Oleanders - 5 gallon; Includes planting soils per detail; 3" Bark Mulch; Complete in Place	EA	150	\$30.00	\$4,500.00	\$44.00	\$6,600.00	\$47.75	\$7,162.50	\$45.00	\$6,750.00	\$60.00	\$9,000.00
40	4 feet Wide Hydromulch ROW Areas Disturbed By Construction (As Required); Complete in Place	LF	2,500	\$2.00	\$5,000.00	\$1.00	\$2,500.00	\$0.94	\$2,350.00	\$1.00	\$2,500.00	\$5.00	\$12,500.00
41	Muhly Grass at Accessible Ramp Corners; Including planting soil; 3" Bark Mulch; Complete in Place	SF	2,500	\$5.00	\$12,500.00	\$6.00	\$15,000.00	\$22.94	\$57,350.00	\$10.00	\$25,000.00	\$20.00	\$50,000.00
42	Muhly Grass at Grassstone Pavers at Palms & Crepe Myrtle Areas; Including planting soil; Complete in Place	SF	1,500	\$5.00	\$7,500.00	\$6.00	\$9,000.00	\$22.94	\$34,410.00	\$10.00	\$15,000.00	\$20.00	\$30,000.00
43	Proposed 3-1/8" Permeable Concrete Pavers (Turfstone or approved equal) at Palms; Including stabilized soil; Complete in Place.	SF	1,200	\$7.00	\$8,400.00	\$3.00	\$3,600.00	\$8.49	\$10,188.00	\$18.00	\$21,600.00	\$20.00	\$24,000.00
44	Proposed 3-1/8" Permeable Concrete Pavers (Turfstone or approved equal) at Crepe Myrtle; Including stabilized soil; Complete in Place.	SF	250	\$7.00	\$1,750.00	\$3.00	\$750.00	\$8.49	\$2,122.50	\$19.00	\$4,750.00	\$20.00	\$5,000.00
45	3" Bark Mulch at Dwarf Oleanders; Complete in Place	SF	1,000	\$2.00	\$2,000.00	\$2.00	\$2,000.00	\$0.98	\$980.00	\$4.00	\$4,000.00	\$1.00	\$1,000.00
SUBTOTAL AMENITIES					\$206,550.00		\$159,550.00		\$273,254.25		\$326,395.00		\$261,700.00
TOTAL BASE BID PRICE:					\$1,014,575.00		\$1,403,904.50		\$1,453,664.29		\$1,680,621.50		\$1,760,633.00

ALTERNATE BID

ALTERNATE BID															
1	Proposed Crosswalk by "Paveway Systems" - Color and Pattern Treatment to be Selected by Owner; Complete-in-Place.		SF	8,000		\$15.00	\$120,000.00	\$22.00	\$176,000.00	\$15.61	\$124,880.00	\$20.50	\$164,000.00	\$12.00	\$96,000.00
TOTAL - ALTERNATE BID ITEMS PRICE							\$120,000.00		\$176,000.00		\$124,880.00		\$164,000.00		\$96,000.00



City of Galveston

CAPITAL PROJECTS STAFF REPORT

11 June 2018

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

From: Ross E. Blacketter, P.E., Director of Capital Projects

RE: Consider for approval of a contract with Main Lane Industries, Ltd., for the Harborside Drive from 51st Street to 2nd Street Project (RFP #18-15) in the amount of \$2,011,084.41 (Estimated total cost of project not to exceed \$2,273,394.41). Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. In the interest of promoting economic development and improving the safety of individuals using Harborside Drive and the down town, the City and the Port of Galveston conceived the project of providing for improvements to Harborside Drive from the Pelican Island Bridge to Ferry Road.
- B. The project was approved using the Industrial Development Corporation Economic Development Silo funding.
- C. On 22 May 2014, the City Council approved Cobb, Fendley & Associates, Inc. (CobbFendley) to perform engineering design for Harborside Drive Corridor Study - Intersection of Pelican Island Causeway (51st Street) to Second (2nd) Street project.
- D. CobbFendley successfully completed the design of the roadway improvements, including the appropriate TxDOT permitting.

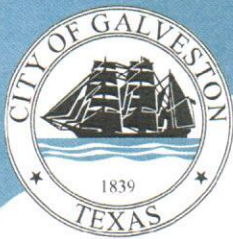
II. Current Situation

- A. The project was advertised on 17 April 2018 as RFP #18-15 to provide the ability to negotiate with the winning respondent and value engineer the project costs.
- B. The RFP responses were received on 23 May 2018.
- C. Three responses were received and scored as follows:

	<u>Score</u>
Main Lane Industries, Ltd.	947
Fused Industries	760
Tucon, LLC	683

Main Lane Industries, Ltd. received the highest score.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

D. City staff met and negotiated a contract amount of \$2,011,084.41 with Main Lane, which is within the project budget.

III. **Impact or ramifications:**

The project is designed to enhance the safety and appearance of the heavily travelled roadway that is a primary gateway to the city for tourists and other travelers.

IV. **Alternatives in order of priority**

A. Approve a contract with Main Lane Industries, Ltd., for the Harborside Drive from 51st Street to 2nd Street Project in the amount of \$2,011,084.41.

B. Do not approve the request.

V. **Recommendation**

Approve a contract with Main Lane Industries, Ltd., for the Harborside Drive from 51st Street to 2nd Street Project in the amount of \$2,011,084.41.

VI. **Fiscal Impact Report**

Requested by: Ross E. Blackketter, P.E.
Director of Capital Projects

Funding Source: IDC Economic Development Silo

Construction Cost	\$ 2,011,084.41
Contingency (10%)	\$ 201,110.00
Construction Administration	\$ 40,700.00
Material Testing (estimated)	\$ 20,500.00
Total Cost of Implementation	\$ 2,273,394.41

Respectfully Submitted,

Ross E. Blackketter, P.E.
Director of Capital Projects





June 11, 2018

Mr. Ross Blackketter, P.E.
City of Galveston
P.O. Box 779
Galveston, TX 77553

Re: RFP 18-15 – Harborside Drive from 51st St to 2nd St

Dear Mr. Blackketter:

The Harborside Drive project proposal opening was May 23, 2018 at 2:00pm.

Three proposals were submitted by Fused Industries, Main Lane and Tucon. The base bids were \$2,787,272.00, \$1,846,775.50 and \$2,441,702.90 respectively, not including the alternate bid items.

The construction estimate generated by Cobb, Fendley & Associates, Inc. was in the amount of \$2,051,033.26 (including contingency). The base bid submitted by Main Lane was approximately 10.0% lower than the construction estimate, or a difference of \$204,257.76.

The three contractors were scored on a variety of categories (including bid price) by the proposal review committee that consisted of representatives from the City of Galveston, Port of Galveston, Mitchell Historic Properties and the Engineer of Record (CobbFendley). Main Lane had the highest score.

There were alternate bid items on the proposal submitted by Main Lane. A negotiation meeting was held with the proposal review committee and Main Lane in order to determine which alternate items would be part of this project and also discuss various base item unit prices.

A revised bid was provided that included unit price and quantity changes as well as which alternate items will be included on the project. The revised bid including alternate items stands at \$2,011,084.41. The budget for this project is \$2,300,000.00 which leaves \$288,915.59.

Main Lane has a history of performing solid work in the City of Galveston. Based on information provided, there are not any foreseen issues with Main Lane performing the work on this project.

We look forward to seeing this project move to construction.

Sincerely,

A handwritten signature in blue ink, appearing to read "B. Castille", with a horizontal line extending to the right.

Brian Castille, P.E., PTOE
Department Manager | Traffic
Cobb, Fendley & Associates, Inc.
TBPE Firm Registration No. 274



City of Galveston
Construction Division
823 Rosenberg
Galveston, TX 77550

Attention: Ja'Nice Lockett

June 11, 2018

Re: RFP 18-15 Negotiations
Project RFP – Harborside Dr from 51st – 2nd street
Proposal Reference Number 18-15

Dear Ms. Lockett

Please find below Main Lane Industries understanding of the Scope negotiations related to the Request for Proposal referenced above.

Bid Item #	Description	Unit	Quantity	Unit Price	Total
84a	Site furniture benches and trash receptacles	LS	1	\$21,200.00	\$21,200.00
84b	Site furniture (solar lighted bollards)	LS	0	\$68,800.00	\$ 0.00
85	Removing concrete pavement	SY	0	\$ 100.00	\$ 0.00
86	Stamped concrete crosswalks	SY	0	\$ 230.00	\$ 0.00
87	Curb ramps TY V	EA	0	\$ 3,000.00	\$ 0.00
127	Bridge mounted flashing beacon assembly	EA	0	\$ 2,500.00	\$ 0.00
128	Clamp on arm for ils'n sign	EA	0	\$ 1,500.00	\$ 0.00
129	Replace traffic signal controller	EA	0	\$ 5,000.00	\$ 0.00
130	Bid alternate #1 Fence treatment (slats)	LS	0	\$25,000.00	\$ 0.00
131	Bid alternate #2 Terminal walkway	LS	0	\$81,200.00	\$ 0.00
133	Bid alternate #4 Kiosk material change	LS	0	\$40,000.00	\$ 0.00

Once you have had an opportunity to review this information, please let me know if you require additional information and wish to proceed with the proposed work. Thank you.

Best Regards,

Anthony Colombo
President
Main Lane Industries

CITY OF GALVESTON - HARBORSIDE DRIVE FROM 51ST STREET TO 2ND STREET

NOTE: The City of Galveston is a tax exempt agency. The CITY will furnish approved bidder with Tax Exemption Certificate for materials used on this project.
BID FORM

CIVIL DESIGN

BASE ITEMS

ITEM NO.	SPECIFICATION				ITEM DESCRIPTION	UNIT OF MEASURE	PLANNED QUANTITY	UNIT PRICE	UNIT TOTAL IN FIGURES
1	TxDOT	104	-	6001	REMOVING CONC (PAV)	SY	984	\$ 50.00	\$ 49,200.00
2	TxDOT	104	-	6036	REMOVING CONC (SIDEWALK OR RAMP)	SY	609	\$ 2.00	\$ 1,218.00
3	TxDOT	104	-	6040	REMOVING CONC (PAVERS)	SY	20	\$ 30.00	\$ 600.00
4	TxDOT	105	-	6005	REMOVING STAB BASE AND ASPH PAV (3")	SY	419	\$ 9.00	\$ 3,771.00
5	TxDOT	110	-	6001	EXCAVATION (ROADWAY)	CY	210	\$ 30.00	\$ 6,300.00
6	TxDOT	132	-	6007	EMBANKMENT (FINAL)(ORD COMP)(TY D)	CY	210	\$ 40.00	\$ 8,400.00
7	TxDOT	160	-	6004	FURNISHING AND PLACING TOPSOIL (6")	SY	887	\$ 30.00	\$ 26,610.00
8	TxDOT	340	-	6002	D-GR HMA(SQ) TY-A PG58-28	TON	35	\$ 250.00	\$ 8,750.00
9	TxDOT	354	-	6002	PLAN & TEXT ASPH CONC PAV(0" TO 2")	SY	321	\$ 15.00	\$ 4,815.00
10	TxDOT	360	-	6031	CONC PAV (JOINT REINF) (9")	SY	167	\$ 150.00	\$ 25,050.00
11	TxDOT	416	-	6032	DRILL SHAFT(TRF SIG POLE)(36 IN)	LF	56	\$ 325.00	\$ 18,200.00
12	TxDOT	479	-	6002	ADJUSTING INLETS	EA	2	\$ 2,000.00	\$ 4,000.00
13	TxDOT	496	-	6002	REMOV STR (INLET)	EA	2	\$ 2,000.00	\$ 4,000.00
14	TxDOT	496	-	6043	REMOV STR (SMALL FENCE)	LF	345	\$ 5.00	\$ 1,725.00
15	TxDOT	500	-	6001	MOBILIZATION	LS	1	\$ 150,000.00	\$ 150,000.00
16	TxDOT	502	-	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	6	\$ 21,600.00	\$ 129,600.00
17	TxDOT	506	-	6041	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	285	\$ 10.00	\$ 2,850.00
18	TxDOT	506	-	6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	285	\$ 1.00	\$ 285.00
19	TxDOT	529	-	6011	CONC CURB (DOWEL)	LF	2560	\$ 5.00	\$ 12,800.00
20	TxDOT	530	-	6004	DRIVEWAYS (CONC)	SY	128	\$ 100.00	\$ 12,800.00
21	TxDOT	531	-	6003	CONC SIDEWALKS (6")	SY	204	\$ 100.00	\$ 20,400.00
22	TxDOT	531	-	6010	CURB RAMPS (TY 7)	EA	20	\$ 3,000.00	\$ 60,000.00
23	TxDOT	531	-	6013	CURB RAMPS (TY 10)	EA	1	\$ 3,000.00	\$ 3,000.00
24	TxDOT	531	-	XXXX	DETECTABLE WARNING PAVER (FURNISH & INSTALL)	SY	2	\$ 500.00	\$ 1,000.00
25	TxDOT	550	-	6006	GATE (REMOVE)	EA	1	\$ 150.00	\$ 150.00
26	TxDOT	550	-	6011	CHAIN LINK FENCE GATE (INSTALL)(6'X4')	EA	1	\$ 750.00	\$ 750.00
27	TxDOT	610	-	6102	REPLACE LUMINAIRE W/LED (250W EQ)	EA	2	\$ 815.00	\$ 1,630.00
28	TxDOT	618	-	6046	CONDT (PVC)(SCHD 80) (2")	LF	100	\$ 18.00	\$ 1,800.00

29	TxDOT	618	-	6053	CONDT (PVC)(SCHD 80) (3")	LF	120	\$ 23.00	\$ 2,760.00
30	TxDOT	618	-	6054	CONDT (PVC)(SCHD 80) (3")(BORE)	LF	500	\$ 33.00	\$ 16,500.00
31	TxDOT	618	-	6058	CONDT (PVC) (SCHD 80) (4")	LF	20	\$ 37.00	\$ 740.00
32	TxDOT	620	-	6009	ELEC CONDR(NO. 6)BARE	LF	700	\$ 1.00	\$ 700.00
33	TxDOT	620	-	6011	ELEC CONDR (NO. 4) BARE	LF	20	\$ 1.50	\$ 30.00
34	TxDOT	620	-	6012	ELEC CONDR (NO. 4) INSULATED	LF	40	\$ 1.50	\$ 60.00
35	TxDOT	621	-	6005	TRAY CABLE (4 CONDR) (12 AWG)	LF	1100	\$ 2.10	\$ 2,310.00
36	TxDOT	624	-	6009	GROUND BOXTY D (162922)	EA	6	\$ 875.00	\$ 5,250.00
37	TxDOT	624	-	6010	GROUND BOXTY D (162922)W/APRON	EA	4	\$ 1,200.00	\$ 4,800.00
38	TxDOT	628	-	6188	ELC SRV TY D 120/240 070(NS)SS(E)SP(O)	EA	1	\$ 7,000.00	\$ 7,000.00
39	TxDOT	644	-	6066	IN SM RD SN SUP&AM (RAIL MOUNT)	EA	4	\$ 1,460.00	\$ 5,840.00
40	TxDOT	644	-	6068	RELOCATE SM RD SN SUP&AM TY 10BWG	EA	19	\$ 310.00	\$ 5,890.00
41	TxDOT	644	-	6076	REMOVE SM RD SN SUP&AM	EA	5	\$ 65.00	\$ 325.00
42	TxDOT	644	-	XXXX	IN SM RD SN SUP&AM TY10BWG(1)SA(P) (STR NM SGN AS	EA	10	\$ 520.00	\$ 5,200.00
43	TxDOT	666	-	6180	REFL PAV MRK TY II (W) 12" (SLD)	LF	2000	\$ 1.10	\$ 2,200.00
44	TxDOT	666	-	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	650	\$ 2.25	\$ 1,462.50
45	TxDOT	666	-	6228	PAVEMENT SEALER 12"	LF	2000	\$ 0.37	\$ 740.00
46	TxDOT	666	-	6230	PAVEMENT SEALER 24"	LF	650	\$ 0.59	\$ 383.50
47	TxDOT	672	-	6016	TRAFFIC BUTTON TY W	EA	184	\$ 2.25	\$ 414.00
48	TxDOT	677	-	6005	ELIM EXT PAV MRK & MRKS (12")	LF	2000	\$ 1.30	\$ 2,600.00
49	TxDOT	677	-	6007	ELIM EXT PAV MRK & MRKS (24")	LF	650	\$ 2.60	\$ 1,690.00
50	TxDOT	678	-	6006	PAV SURF PREP FOR MRK (12")	LF	2000	\$ 0.18	\$ 360.00
51	TxDOT	678	-	6008	PAV SURF PREP FOR MRK (24")	LF	650	\$ 0.36	\$ 234.00
52	TxDOT	680	-	6003	INSTALL HWY TRF SIG (SYSTEM)	EA	1	\$ 20,000.00	\$ 20,000.00
53	TxDOT	680	-	6004	REMOVING TRAFFIC SIGNALS	EA	1	\$ 9,300.00	\$ 9,300.00
54	TxDOT	680	-	XXXX	ADJUSTING EXISTING SIGNAL FOR TEMP OPERATION	EA	1	\$ 6,300.00	\$ 6,300.00
55	TxDOT	682	-	6001	VEH SIG SEC(12 IN) LED(GRN)	EA	8	\$ 365.00	\$ 2,920.00
56	TxDOT	682	-	6002	VEH SIG SEC(12 IN) LED(GRN ARW)	EA	2	\$ 365.00	\$ 730.00
57	TxDOT	682	-	6003	VEH SIG SEC(12 IN) LED(YEL)	EA	8	\$ 365.00	\$ 2,920.00
58	TxDOT	682	-	6004	VEH SIG SEC(12 IN) LED(YEL ARW)	EA	4	\$ 365.00	\$ 1,460.00
59	TxDOT	682	-	6005	VEH SIG SEC(12 IN) LED(RED)	EA	8	\$ 365.00	\$ 2,920.00
60	TxDOT	682	-	6018	PED SIG SEC (LED)(COUNTDOWN)	EA	36	\$ 490.00	\$ 17,640.00
61	TxDOT	682	-	6023	BACK PLATE(12 IN)(3 SEC)	EA	8	\$ 140.00	\$ 1,120.00
62	TxDOT	682	-	6024	BACK PLATE(12 IN)(4 SEC)	EA	2	\$ 180.00	\$ 360.00

63	TxDOT	684	-	6007	TRF SIG CBL(TY A)(12 AWG)(2 CONDR)	LF	550	\$ 1.45	\$ 797.50
64	TxDOT	684	-	6009	TRF SIG CBL(TY A)(12 AWG)(4 CONDR)	LF	550	\$ 1.90	\$ 1,045.00
65	TxDOT	684	-	6012	TRF SIG CBL(TY A)(12 AWG)(7 CONDR)	LF	600	\$ 2.50	\$ 1,500.00
66	TxDOT	686	-	6027	INS TRF SIG PLAM(S)1ARM(24') LUM	EA	1	\$ 8,900.00	\$ 8,900.00
67	TxDOT	686	-	6039	INS TRF SIG PLAM(S)1ARM(36')LUM	EA	1	\$ 12,330.00	\$ 12,330.00
68	TxDOT	686	-	6045	INS TRF SIG PLAM(S)1ARM(44')	EA	2	\$ 11,600.00	\$ 23,200.00
69	TxDOT	687	-	6001	PED POLE ASSEMBLY	EA	3	\$ 1,750.00	\$ 5,250.00
70	TxDOT	688	-	6001	PED DETECT PUSH BUTTON (APS)	EA	35	\$ 705.00	\$ 24,675.00
71	TxDOT	688	-	6003	PED DETECTOR CONTROLLER UNIT	EA	4	\$ 4,300.00	\$ 17,200.00
72	TxDOT	690	-	6028	REPLACE OF SIGNAL RELATED SIGNS	EA	1	\$ 700.00	\$ 700.00
73	TxDOT	3037	-	XXXX	TEXTURED SURFACE TREATMENT (PAVEWAY SYSTEMS)	SY	1183	\$ 125.00	\$ 147,875.00
74	TxDOT	5066	-	6013	CONCRETE VEHICULAR GRADE CROSSING	LF	201	\$ 800.00	\$ 160,800.00
75	TxDOT	6000	-	6130	INSTALL LUMINAIRE 250 W EQ (LED)	EA	2	\$ 1,050.00	\$ 2,100.00
76	TxDOT	6004	-	6031	ITS COM CABLE (ETHERNET)	LF	40	\$ 3.50	\$ 140.00
77	TxDOT	6038	-	6005	MULTI-POLYMER PAV MRK (W) (6") (BRK)	LF	3900	\$ 2.00	\$ 7,800.00
78	TxDOT	6090	-	XXXX	ILSN STREET NAME SIGNS	EA	20	\$ 2,735.00	\$ 54,700.00
79	TxDOT	6241	-	6001	WIRELESS MAGNETOMETER VEH DETECT SYS	EA	1	\$ 24,300.00	\$ 24,300.00

CIVIL DESIGN SUBTOTAL \$ 1,186,175.50

URBAN DESIGN

BASE ITEMS

ITEM NO.	SPECIFICATION			ITEM DESCRIPTION	UNIT OF MEASURE	PLANNED QUANTITY	UNIT PRICE	UNIT TOTAL IN FIGURES
80	Section 32 01 90			LANDSCAPING (COMPLETE) WITH IRRIGATION (INCL 24 M	LS	1	\$ 500,000.00	\$ 500,000.00
81				PEDESTRIAN BRIDGE AESTHETIC IMPROVEMENTS (VINYL	LS	1	\$ 9,600.00	\$ 9,600.00
82				INFORMATION KIOSKS (WAYFINDING) - MINIMAL FOOTPRI	LS	1	\$ 45,000.00	\$ 45,000.00
83				FENCE TREATMENT - 200 SERIES PRIVACY SCREEN PLUS	LS	1	\$ 16,000.00	\$ 16,000.00
84A	Section 12 93 00.2			SITE FURNITURE (BENCHES & TRASH RECEPTACLES)	LS	1	\$ 21,200.00	\$ 21,200.00
84B	Section 12 93 00.2			SITE FURNITURE (SOLAR LIGHTED BOLLARDS)	LS	0	\$ 68,200.00	\$ -

URBAN DESIGN SUBTOTAL \$ 591,800.00

PROJECT SUBTOTAL \$ 1,777,975.50

PROJECT TOTAL \$ 1,777,975.50

CIVIL DESIGN

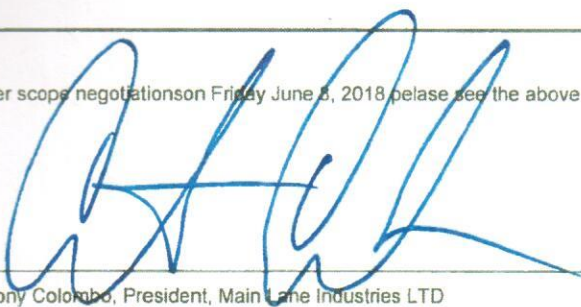
ALTERNATE ITEMS

ITEM NO.	SPECIFICATION				ITEM DESCRIPTION	UNIT OF MEASURE	PLANNED QUANTITY	UNIT PRICE	UNIT TOTAL IN FIGURES
85	TxDOT	104	-	6001	REMOVING CONC (PAV)	SY	0	\$ 100.00	\$ -

86	TxDOT	360	-	XXXX	STAMPED CONCRETE CROSSWALKS	SY	0	\$ 230.00	\$ -
87	TxDOT	531	-	6008	CURB RAMPS (TY 5)	EA	0	\$ 3,000.00	\$ -
88	TxDOT	618	-	6046	CONDT (PVC) (SCH 80) (2")	LF	500	\$ 0.18	\$ 90.00
89	TxDOT	618	-	6053	CONDT (PVC) (SCH 80) (3")	LF	500	\$ 23.00	\$ 11,500.00
90	TxDOT	618	-	6054	CONDT (PVC) (SCH 80) (3") (BORE)	LF	2000	\$ 33.00	\$ 66,000.00
91	TxDOT	624	-	6009	GROUND BOX TY D (162922)	EA	25	\$ 875.00	\$ 21,875.00
92	TxDOT	666	-	6168	REFL PAV MRK TY II (W) 4" (DOT)	LF	837	\$ 0.45	\$ 376.65
93	TxDOT	666	-	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	836	\$ 0.36	\$ 300.96
94	TxDOT	666	-	6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	1200	\$ 0.70	\$ 840.00
95	TxDOT	666	-	6184	REFL PAV MRK TY II (W) (ARROW)	EA	21	\$ 65.00	\$ 1,365.00
96	TxDOT	666	-	6192	REFL PAV MRK TY II (W) (WORD)	LF	51	\$ 70.00	\$ 3,570.00
97	TxDOT	666	-	6196	REFL PAV MRK TY II (W) (RR XING)	EA	2	\$ 125.00	\$ 250.00
98	TxDOT	666	-	6214	REFL PAV MRK TY II (Y) 24" (SLD)	LF	150	\$ 2.50	\$ 375.00
99	TxDOT	666	-	XXXX	REFL PAV MRK TY II (CRUISE SHIELD)	EA	20	\$ 245.00	\$ 4,900.00
100	TxDOT	666	-	XXXX	REFL PAV MRK TY II (PED SHIELD)	EA	50	\$ 130.00	\$ 6,500.00
101	TxDOT	666	-	6224	PAVEMENT SEALER 4"	LF	11000	\$ 0.06	\$ 660.00
102	TxDOT	666	-	6225	PAVEMENT SEALER 6"	LF	3900	\$ 0.08	\$ 312.00
103	TxDOT	666	-	6226	PAVEMENT SEALER 8"	LF	1200	\$ 0.09	\$ 108.00
104	TxDOT	666	-	6231	PAVEMENT SEALER (ARROW)	EA	21	\$ 12.00	\$ 252.00
105	TxDOT	666	-	6232	PAVEMENT SEALER (WORD)	EA	51	\$ 12.00	\$ 612.00
106	TxDOT	666	-	6242	PAVEMENT SEALER (RR XING)	EA	2	\$ 24.00	\$ 48.00
107	TxDOT	666	-	XXXX	PAVEMENT SEALER (CRUISE SHIELD)	EA	20	\$ 48.00	\$ 960.00
108	TxDOT	666	-	XXXX	PAVEMENT SEALER (PED SHIELD)	EA	50	\$ 48.00	\$ 2,400.00
109	TxDOT	666	-	6312	RE PM W/RET REQ TY I (Y) 4"(BRK)(100MIL	LF	459	\$ 0.70	\$ 321.30
110	TxDOT	666	-	6315	RE PM W.RET REQ TY I (Y) 4" (SLD) (100MIL)	LF	11000	\$ 0.51	\$ 5,610.00
111	TxDOT	672	-	6007	REFL PAV MRKR TY I-C	EA	300	\$ 3.35	\$ 1,005.00
112	TxDOT	672	-	6009	REFL PAV MRKR TY II-A-A	EA	400	\$ 3.35	\$ 1,340.00
113	TxDOT	677	-	6001	ELIM EXT PAV MRK & MRKS (4")	LF	11000	\$ 0.38	\$ 4,180.00
114	TxDOT	677	-	6002	ELIM EXT PAV MRK & MRKS (6")	LF	3900	\$ 0.44	\$ 1,716.00
115	TxDOT	677	-	6003	ELIM EXT PAV MRK & MRKS (8")	LF	1200	\$ 0.63	\$ 756.00
116	TxDOT	678	-	6001	PAV SURF PREP FOR MRK (4")	LF	11000	\$ 0.06	\$ 660.00
117	TxDOT	678	-	6002	PAV SURF PREP FOR MRK (6")	LF	3900	\$ 0.08	\$ 312.00
118	TxDOT	678	-	6004	PAV SURF PREP FOR MRK (8")	LF	1200	\$ 0.09	\$ 108.00
119	TxDOT	678	-	6009	PAV SURF PREP FOR MRK (ARROW)	LF	20	\$ 18.00	\$ 360.00

120	TxDOT	678	-	6016	PAV SURF PREP FOR MRK (WORD)	LF	40	\$ 8.00	\$ 320.00
121	TxDOT	678	-	6020	PAV SURF PREP FOR MRK (RR XING)	EA	2	\$ 8.00	\$ 16.00
122	TxDOT	678	-	XXXX	PAV SURF PREP FOR MRK (CRUISE SHIELD)	EA	20	\$ 24.00	\$ 480.00
123	TxDOT	678	-	XXXX	PAV SURF PREP FOR MRK (PED SHIELD)	EA	50	\$ 8.00	\$ 400.00
124	TxDOT	682	-	6006	VEH SIG SEC(12 IN) LED(RED ARW)	EA	2	\$ 365.00	\$ 730.00
125	TxDOT	684	-	6007	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)	LF	10000	\$ 1.45	\$ 14,500.00
126	TxDOT	684	-	6009	TRF SIG CBL (TY A)(12 AWG)(4 CONDR)	LF	10000	\$ 1.90	\$ 19,000.00
127	TxDOT	685	-	XXXX	BRIDGE MOUNTED FLASHING BEACON ASSEMBLY	EA	0	\$ 2,500.00	\$ -
128	TxDOT	686	-	XXXX	CLAMP ON ARM FOR ILSN SIGN	EA	0	\$ 1,500.00	\$ -
129	TxDOT	690	-	XXXX	REPLACE TRAFFIC SIGNAL CONTROLLER	EA	0	\$ 5,000.00	\$ -
CIVIL ADD ALT SUBTOTAL									\$ 175,108.91
URBAN DESIGN									
ALTERNATE ITEMS									
ITEM NO.	SPECIFICATION			ITEM DESCRIPTION		UNIT OF MEASURE	PLANNED QUANTITY	UNIT PRICE	UNIT TOTAL IN FIGURES
130				BID ALTERNATE #1 FENCE TREATMENT (SLATS)		LS	0	\$ 25,000.00	\$ -
131				BID ALTERNATE #2 TERMINAL WALKWAY		LS	0	\$ 81,200.00	\$ -
132				BID ALTERNATE #3 AESTHETIC IMPROVEMENTS - GREEN		LS	1	\$ 16,000.00	\$ 16,000.00
133				BID ALTERNATE #4 KIOSK MATERIAL CHANGE (ALUM VS		LS	0	\$ 40,000.00	\$ -
134	Section 32 01 90			BID ALTERNATE #5 ADD LANDSCAPE WEST OF 33RD STR		LS	1	\$ 42,000.00	\$ 42,000.00
EXPECTED ADD ALT SUBTOTAL									\$ 58,000.00
PROJECT SUBTOTAL WITH ADD ALTS									\$ 2,011,084.41
PROJECT TOTAL (WITH ADD ALTS)									\$ 2,011,084.41

As per scope negotiations on Friday June 8, 2018 please see the above revised scope and pricing.



Anthony Colombo, President, Main Lane Industries LTD



City of Galveston

CAPITAL PROJECTS STAFF REPORT

13 June 2018

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

From: Ross E. Blackketter, P.E., Director of Capital Projects

RE: Consider for approval Change Order #4 for the contract with Main Lane Industries, Ltd., for the Reconstruction of Market Street from 25th Street to 19th Street project, increasing the contract from \$3,900,953.31 by the amount of \$8,539.50 to a new cost of \$3,909,492.81. The funding source will be the CDBG Disaster Recovery Non-Housing Round 2.1 program. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. Many of the City's Streets were damaged during Hurricane Ike in 2008.
- B. The U.S. Department of Housing and Urban Development approved the State's amended action plan for \$1.7 billion in second round disaster recovery funding associated with Hurricane Ike and Dolly.
- C. The amended state plan allocates \$1.032 billion to the Houston-Galveston Area Council region.
- D. On 22 March 2012, the City Council approved AECOM Technical Services, Inc. to perform design and construction phase services for the Reconstruction of Market Street from 25th Street to 19th Street project (originally 33rd Street to 14th Street).
- E. Due to budget constraints, the project was reduced from the original scope of 33rd Street to 14th Street to the reduced limits of 25th Street to 19th Street.
- F. Main Lane Industries, Ltd. was the low responsive bidder and was awarded the contract by Council Approval on 22 June 2017 in the amount of \$3,364,289.45.
- G. This contract was subsequently increased by \$106,608.00 to a total of \$3,470,897.45 in Change Order #1 on 28 September 2017, by \$269,632.43 to a total of \$3,740,529.88 in Change Order #2 on 14 December 2017, and by \$160,423.43 to a total of \$3,900,953.31 in Change Order #3 on 24 May 2018.

II. Current Situation

- A. In the process of constructing Market Street, various issues have arisen that affect the project:
 - 1. Replacement of brick pavers at locations not originally shown in the design plans,
 - 2. Replacing 16 inch high curb to allow for the appropriate transitions between the new sidewalk and the roadway.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

B. Main Lane Industries, Ltd. has requested an additional \$8,539.50 for the extra work involved for the items mentioned above.

III. **Impact or ramifications:**

Failure to provide for the required changes will prevent the reconstruction of the street as intended.

IV. **Alternatives in order of priority**

A. Approve Change Order #4 for the contract with Main Lane Industries, Ltd., for the Reconstruction of Market Street from 25th Street to 19th Street project, increasing the contract from \$3,900,953.31 by the amount of \$8,539.50 to a new cost of \$3,909,492.81.

B. Do not approve the request.

V. **Recommendation**

Approve Change Order #4 for the contract with Main Lane Industries, Ltd., for the Reconstruction of Market Street from 25th Street to 19th Street project, increasing the contract from \$3,900,953.31 by the amount of \$8,539.50 to a new cost of \$3,909,492.81.

VI. **Fiscal Impact Report**

Requested by:

Ross E. Blacketter, P.E.
Director of Capital Projects

Funding Source:

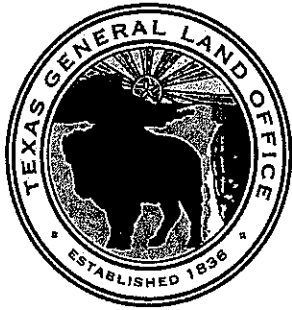
CDBG DR Non-Housing Round 2.1

Construction Cost	\$ 3,909,492.81	(increase of \$8,539.50)
<u>Construction Administration</u>	<u>\$ 107,011.00</u>	
Total Cost of Implementation	\$ 4,016,503.81	

Respectfully Submitted,

Ross E. Blacketter, P.E.
Director of Capital Projects





Texas General Land Office Disaster Recovery

Construction Contract Change Order Request Form

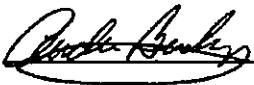
Engineer: (Name & Address) AECOM 19219 Katy Freeway, Suite 100 Houston, TX 77094 Phone No.: (281) 646-2400	Owner (Contractor Locality): (Name & Address) City of Galveston 823 Rosenberg, Room 205 Galveston, TX 77550 Phone No.: (409) 797-3630	Contractor: (Name & Address) Main Lane Industries, LLC. 14115 Luthe Road, Suite 100 Houston, TX 77039 Phone No.: (713) 896-3141 Agreement Date: 07/13/2017	
Date: 06/12/2018 Project Code No.: P26505A-4 Bid Package No.: 260321-1_BID1	Contract For (Project Description): Reconstruction of Roadway & Associated Underground Utilities Market Street (25 th St – 19 th St)	GLO Contract No.: 11-337-000-5356/ DRS210051 Change Order No.: 04	
You are hereby requested to comply with the following changes from the contract plans and specifications:			
Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
172	Paver Installation: 250 SF @ \$17.43/SF		\$4,357.50
173	16-Inch Curb: 200 LF @ \$20.91/LF		\$4,182.00

<u>Change in Contract Price</u>	<u>Change in Contract Time (Calendar Days)</u>
Original Contract Price: \$3,364,289.45	Original Contract Time: 240 days
Previous Change Order(s): No. 1 to No. 3 \$536,663.86	Net Change From Previous Change Orders: 100 days
Contract Price Prior to this Change Order: \$3,900,953.31	Contract Time Prior to this Change Order: 340 days
Net Increase/Decrease of this Change Order: \$8,539.50	Net Increase/Decrease of this Change Order: 0 days
Contract Price With all Approved Change Orders: \$3,909,492.81	Contract Time With all Change Orders: 340 days
Cumulative Percent Change in Contract Price (+/-): +16.20%	Grantee Contract End Date: (mm/dd/yy) 12 / 31 / 2018
Construction Contract Start Date: (mm/dd/yy) 08 / 02 / 2017	Construction Contract End Date: (mm/dd/yy) 07 / 08 / 2018

Reimbursements of costs included in this change order are subject to review by the GLO-DR program.

*** This document may be executed prior to submission for GLO-DR program review, but all parties involved will be held responsible if the change order or the amendment warranted as a result of this change order is not in compliance with CDBG or HUD requirements.**

RECOMMENDED:

By: 

AECOM

(ENGINEER)

Date: 6/12/2018

APPROVED:

By: _____

CITY OF GALVESTON

(OWNER)

Date: _____

ACCEPTED:

By: 

MAIN LANE INDUSTRIES

(CONTRACTOR)

Date: 6/12/18

JUSTIFICATION FOR CHANGE

1. Will this Change Order increase or decrease			
the number of beneficiaries?	☐ Increase	☐ Decrease	☒ No Change
If there is a change, how many beneficiaries will be affected?	Total ____ L/M ____		
2. Effect of this change on scope of work:	☒ Increase	☐ Decrease	☐ No Change
3. Effect on operation and maintenance costs:	☒ Increase	☐ Decrease	☐ No Change
4. Are all prices in the change order dependent upon unit prices found in the original bid?			
	☐ Yes	☒ No	
If "No", explain: Unforeseen field condition to grading of existing and proposed sidewalk elevations with respect to pavers and 16-inch curb. These are competitive prices comparable to local conditions for the city and county area.			
5. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?			
	☐ Yes	☒ No	
If "Yes", is an Environmental Re-assessment required?			
6. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid? (if applicable)			
	☒ Yes	☐ No	
7. Is the TCEQ permit approval still valid? (sewer projects only)			
	☒ Yes	☐ No	
8. Are the handicapped access requirements/approval still valid? (if applicable)			
	☒ Yes	☐ No	
9. Are other Disaster Recovery contractual special condition clearance still valid?			
	☒ Yes	☐ No	
(If no, specify):			

NOTE:

- * Generally, a cumulative change in the contract price in excess of 25% cannot be reviewed (18% **decrease** for counties).



AECOM
19219 Katy Freeway
Suite 100
Houston, TX 77094
www.aecom.com

281 646 2400 tel
281 646 2401 fax

June 11, 2018

Ross E. Blackketter, P.E.
Director of Capital Projects
City of Galveston
823 Rosenberg
Galveston, TX 77550

**RE: Change Order Recommendation for Approval: CO#4
Market Street Reconstruction from 25th to 19th Street
AECOM Project No. 60264630**

Dear Mr. Blackketter:

AECOM Technical Services, Inc. (AECOM) has received and reviewed Main Lane Industries, LLC. (Main Lane) change order proposals for the 60264630 Market Street Reconstruction from 25th to 19th Street. The proposals include the installation of brick pavers and 16-curb for the project

Please find and accept AECOM's letter of recommendation for approval for Change Order No. 3 in the amount of **\$8,539.50**. Please find the following detail information below for the proposals that have been submitted to and reviewed by AECOM:

1. AECOM is in acceptance of proposal no. 22 – Paver installation at the north corners of the 21st to 20th block on Market Street. The cost is **\$4,357.50**.
2. AECOM is in acceptance of proposal no. 23 – Installation of 16-inch curb at 25th Street and Market Street. The cost is **\$4,182.00**.

Please find attached Main Lane's proposals for Change Order No. 4 along with AECOM's letter of recommendation for approval. If the City is in acceptance of AECOM's recommendation with the attached change order proposals please find the GLO Form for the City's signature for approval.

Sincerely,

Andres Berdugo, P.E.
Project Manager

Attn: Attachment A – MC² Proposal No. 22
Attachment B – MC² Proposal No. 23

Cc: City of Galveston – Ross Blackketter, P.E., Tony Rodriquez, Trina Jankowski, Darren Miller
Main Lane – Billy Mitchell, P.E., Ed Henkel, Jim Lawler
CPS



City of Galveston
Construction Division
823 Rosenberg
Galveston, TX 77550

AECOM
19219 Katy Freeway, Suite 100
Houston, Texas 77094

Attention: Andres Berdugo
Project Engineer

May 14th, 2018

Re: Proposal CO#22 for Paver Installation
Project Market St Reconstruction
City of Galveston Job No. 60264630
Purchase Order No. P170213

Mr. Berdugo,

Please find our cost proposal for the extra work requested in RFI 41 for the installation of brick pavers on the NW corner of 20th and Market St. and the NE corner of 21st and Market St. The proposal is inclusive of material and labor for the extra cost increase to install brick pavers on the NE corner of 21st and the NW corner of 20th along Market St. Demolition efforts for these areas will utilize existing contract items and will not require an increase in contract value.

Paver Installation	250 SF@ \$17.43/SF	= \$ 4,357.50
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Requested Total Additional Payment	= \$ 4,357.50
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Once you have had an opportunity to review this information, please let me know if you require additional information and wish to proceed with the proposed work. Thank you.

Best Regards,

Ed Henkel

Ed Henkel
Project Manager
Main Lane Industries



City of Galveston
Construction Division
823 Rosenberg
Galveston, TX 77550

AECOM
19219 Katy Freeway, Suite 100
Houston, Texas 77094

Attention: Andres Berdugo
Project Engineer

May 14th, 2018

Re: Proposal CO#23 for 16Inch Curb
Project Market St Reconstruction
City of Galveston Job No. 60264630
Purchase Order No. P170213

Mr. Berdugo,

Please find our cost proposal for the 16" Curb associated with RFI 62. The curb is required to match existing conditions of the south side of 25th and 22nd. 16Inch curb will be utilized until the curb can transition to 12 Inch. Approximately 200 LF is expected to be utilized to complete the transition in these areas. The proposal is inclusive of material and labor for the extra cost increase to install 16 Inch curb along Market Street on the corners of 25th heading East and 22nd heading West.

Paver Installation	200 LF@ \$20.91/LF	= \$ 4,182.00
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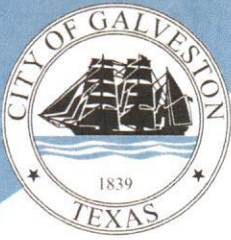
Requested Total Additional Payment **= \$ 4,182.00**

Once you have had an opportunity to review this information, please let me know if you require additional information and wish to proceed with the proposed work. Thank you.

Best Regards,

Ed Henkel

Ed Henkel
Project Manager
Main Lane Industries



City of Galveston

CAPITAL PROJECTS STAFF REPORT

11 June 2018

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

From: Ross E. Blackketter, P.E., Director of Capital Projects

RE: Consider for approval Change Order #4 from Triple B Services, LLC, for the Stewart Road/Ave S (61st to 53rd Street) project, **decreasing** the contract from \$2,841,090.57 by the amount of \$271,081.15 to a final cost of \$2,570,009.42. The funding source will be the CDBG Disaster Recovery Non-Housing Round 2.2 program. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. Many of the City's Streets were damaged during Hurricane Ike in 2008.
- B. The U.S. Department of Housing and Urban Development approved the State's amended action plan for \$1.7 billion in second round disaster recovery funding associated with Hurricane Ike and Dolly.
- C. The amended state plan allocates \$1.032 billion to the Houston-Galveston Area Council region.
- D. The General Land Office approved Binkley and Barfield to perform design and construction phase services for the Stewart Road/Ave S (61st to 53rd Street) project.
- E. Triple B Services was awarded the contract by Council on January 26, 2017 in the amount of \$2,689,536.12.
- F. The contract was subsequently increased by \$48,600.00 to the amount of \$2,738,136.12 in Change Order #1 on 25 May 2017, increased by \$4,990.13 to a new amount of \$2,743,126.25 in Change Order #2 on 10 August 2017, and increased by \$97,964.32 to a new amount of \$2,841,090.57 in Change Order #3 on 25 January 2018.

II. Current Situation

- A. The construction of the Stewart Road/Ave S (61st to 53rd Street) project is complete.
- B. Triple B Services has requested a final change order reconciling the accounting for this project as shown in the attached documentation.
- C. Unused items and value engineering for this contract have resulted in a decrease in cost of \$271,081.15.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

III. Impact or ramifications of this change order request

- A. Change Order #4 is for a decrease in cost of \$271,081.15.
- B. This change order is necessary to close out this project.

V. Alternatives in order of priority

- A. Approve Change Order #4 from Triple B Services, LLP, decreasing the amount by \$271,081.15 for the Stewart Road/Ave S (61st to 53rd Street) project.
- B. Do not approve the request.

VI. Recommendation

Approve Change Order #4 from Triple B Services, LLP, decreasing the contract amount by \$271,081.15 for the Stewart Road/Ave S (61st to 53rd Street) project for a final contract total of \$2,570,009.42.

VII. Fiscal Impact Report

Requested by:	Ross E. Blackketter, P.E. Director of Capital Projects
Funding Source:	CDBG DR Non-Housing Round 2.2
Construction Cost	\$ 2,570,009.42 (decrease of \$271,081.15)
Construction Administration	\$ 172,718.00
Total Cost of Implementation	\$ 2,742,727.42

Respectfully Submitted,

Ross E. Blackketter, P.E.
Director of Capital Projects





Texas General Land Office Disaster Recovery

Construction Contract Change Order Request Form

Engineer: Binkley & Barfield, Inc. 1710 Seamist Drive Houston, TX 77008 Phone No.: (713) 869 - 3433	Owner: City of Galveston 823 Rosenberg Galveston, TX 77550 Phone No.: (409) 797 - 3630	Contractor: Triple B Services, LLP 820 Old Atascocita Road Huffman, TX 77336 Phone No.: (281) 324 - 3264 Agreement Date: 02/15/2017
Date: 06/06/2018 Project Code No.: P21545-4 Bid Package No.: 228105-1_BID2	Contract For: Stewart Road/ Ave S Reconstruction (61 st to 53 rd St)	GLO Contract No.: 15-081-000-8748 Change Order No.: 4

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
06	Furnish and Install Reinforced Filter Fabric Barrier, Complete-in-Place, In Accordance with the Plans and Specifications Unit: LF, Unit Price: \$3.00, Quantity: 130 LF Change in Completion Schedule: 0 days	\$390.00	-
08	Furnish and Install Stage II Inlet Protection Barrier, Complete-in-Place, In Accordance with the Plans and Specifications Unit: EA Unit Price: \$100.00, Quantity: 5 EA Change in Completion Schedule: 0 days	\$500.00	-
15	Remove and Dispose of Concrete Driveways (All Depths), Complete-in-Place, In Accordance with the Plans and Specifications Unit: SY Unit Price: \$2.95, Quantity: 160.88 SY Change in Completion Schedule: 0 days	\$474.60	-

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
19	Furnish and Install 8" Reinforced Concrete Pavement, Complete-in-Place, In Accordance with the Plans and Specifications Unit: SY Unit Price: \$49.00, Quantity: 4.52 SY Change in Completion Schedule: 0 days	\$221.48	-
20	Furnish and Install 8" High Early-Strength Reinforced Concrete Pavement, Complete-in-Place, In Accordance with the Plans and Specifications Unit: SY Unit Price: \$65.00, Quantity: 1,735.57 SY Change in Completion Schedule: 0 days	\$112,812.05	-
22	Furnish and Install Pavement Headers, Complete-in-Place, In Accordance with the Plans and Specifications Unit: LF Unit Price: \$31.00, Quantity: 96 LF Change in Completion Schedule: 0 days	\$2,976.00	-
27	Furnish and Install 7" Reinforced Concrete Driveways, Complete-in-Place, In Accordance with the Plans and Specifications Unit: SY Unit Price: \$86.50, Quantity: 157.54 SY Change in Completion Schedule: 0 days	\$13,627.20	-
35	Remove and Dispose of Existing 24" Pipe, Complete-in-Place, in Accordance with the Plans and Specifications Unit: LF Unit Price: \$11.50, Quantity: 203 LF Change in Completion Schedule: 0 days	\$2,334.50	-
39	Furnish and Install 24" RCP (Class III C-76), All Depths, Complete-in-Place, in Accordance with the Plans and Specifications Unit: LF Unit Price: \$51.50, Quantity: 260 LF Change in Completion Schedule: 0 days	\$13,390.00	-
49	Furnish and Install 8" PVC (AWWA C900) Class 150 Waterline, including Fittings, Thrust Blocking, Restrained Joints, 8" Gate Valve with Box, and Appurtenances, Complete-in-Place, in Accordance with the Plans and Specifications Unit: LF Unit Price: \$33.00, Quantity: 305 LF Change in Completion Schedule: 0 days	\$10,065.00	-

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
56	Furnish and Install 6" Wet Connection, Complete-in-Place, in Accordance with the Plans and Specifications Unit: EA Unit Price: \$450.00, Quantity: 1 EA Change in Completion Schedule: 0 days	\$450.00	-
57	Furnish and Install 8" Wet Connection, Complete-in-Place, in Accordance with the Plans and Specifications Unit: EA Unit Price: \$550.00, Quantity: 2 EA Change in Completion Schedule: 0 days	\$1,100.00	-
60	Flowable Fill for Abandonment of Existing 8" Waterline, Complete-in-Place, in Accordance with the Plans and Specifications Unit: LF Unit Price: \$4.85, Quantity: 2,005 LF Change in Completion Schedule: 0 days	\$9,724.25	-
62	Furnish and Install 3/4" - 1" Single Long Service Replacement Incl. Reconnect To Meter, Complete-in-Place, in Accordance with the Plans and Specifications Unit: EA Unit Price: \$1,480.00, Quantity: 4 EA Change in Completion Schedule: 0 days	\$5,920.00	-
68	Remove Existing Sanitary Sewer Manhole, Complete-in-Place, in Accordance with the Plans and Specifications Unit: EA Unit Price: \$585.00, Quantity: 2 EA Change in Completion Schedule: 0 days	\$1,170.00	-
80	Adjustment Sanitary Sewer Manhole to Finished Grade and Replace Existing Cover with Pamrex Cover, Complete-in-Place, in Accordance with the Plans and Specifications Unit: EA Unit Price: \$1,695.00, Quantity: 3 EA Change in Completion Schedule: 0 days	\$5,085.00	-
85	Eliminate Existing Pavement Markings & Markers (24"), in Accordance with the Plans and Specifications Unit: LF Unit Price: \$3.00, Quantity: 2 LF Change in Completion Schedule: 0 days	\$6.00	-

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
89	Prepare Surface for Pavement Markings (Blast CLN)(4"), in Accordance with the Plans and Specifications Unit: LF Unit Price: \$0.06, Quantity: 2285 LF Change in Completion Schedule: 0 days	\$137.10	-
90	Prepare Surface for Pavement Markings (Blast CLN)(8"), in Accordance with the Plans and Specifications Unit: LF Unit Price: \$0.12, Quantity: 41 LF Change in Completion Schedule: 0 days	\$4.92	
92	Prepare Surface for Pavement Markings (Blast CLN)(24"), in Accordance with the Plans and Specifications Unit: LF Unit Price: \$0.50, Quantity: 229 LF Change in Completion Schedule: 0 days	\$114.50	-
94	Furnish and Install Thermoplastic Pavement Markings TY I (Y) (24") (SLD), in Accordance with the Plans and Specifications Unit: LF Unit Price: \$5.85, Quantity: 13 LF Change in Completion Schedule: 0 days	\$76.05	-
95	Furnish and Install Thermoplastic Pavement Markings TY I (W) (4") (BRK), in Accordance with the Plans and Specifications Unit: LF Unit Price: \$0.70, Quantity: 2617 LF Change in Completion Schedule: 0 days	\$1,831.90	-
96	Furnish and Install Thermoplastic Pavement Markings TY I (W) (8") (SLD), in Accordance with the Plans and Specifications Unit: LF Unit Price: \$1.50, Quantity: 41 LF Change in Completion Schedule: 0 days	\$61.50	-
98	Furnish and Install Thermoplastic Pavement Markings TY I (W) (24") (SLD), in Accordance with the Plans and Specifications Unit: LF Unit Price: \$5.85, Quantity: 216 LF Change in Completion Schedule: 0 days	\$1,263.60	-

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
101	Furnish and Install Thermoplastic Pavement Markings TY I (W) (WORD), in Accordance with the Plans and Specifications Unit: EA Unit Price: \$178.00, Quantity: 3 EA Change in Completion Schedule: 0 days	\$534.00	-
106	Off Duty Uniformed Police Officer as Directed by the Engineer (Minimum Bid \$35/HR) Unit: HRS Unit Price: \$45.00, Quantity: 190 HRS Change in Completion Schedule: 0 days	\$8,550.00	-
108	Furnish and Install Construction Safety Fence as Directed by the Engineer, Complete-in-Place, In Accordance with Plans and Specifications (Minimum Bid \$4/LF) Unit: LF Unit Price: \$4.00, Quantity: 1,000 LF Change in Completion Schedule: 0 days	\$4,000.00	-
110	Well Pointing System as Directed by the Owner's Representative, Complete-in-Place, In Accordance with the Plans and Specifications (Minimum Bid \$25/LF) Unit: LF Unit Price: \$25.00, Quantity: 2,369.46 LF Change in Completion Schedule: 0 days	\$59,236.50	-
113	Extra Ductile Iron Fittings (Any Size), Complete-in-Place, In Accordance with the Plans and Specifications (Minimum Bid \$1,500/TON) Unit: TON Unit Price: \$1,500.00, Quantity: 2 Change in Completion Schedule: 0 days	\$3,000.00	-
114	Extra Cement Stabilized Sand as Directed by the Engineer, Complete-in-Place, In Accordance with the Plans and Specifications (Minimum Bid \$35/CY) Unit: LF Unit Price: \$35.00, Quantity: 146 LF Change in Completion Schedule: 0 days	\$5,110.00	-
115	Extra Machine Excavation as Directed by the Engineer, Complete-in-Place, In Accordance with the Plans and Specifications (Minimum Bid \$35/CY) Unit: CY Unit Price: \$10.00, Quantity: 250 CY Change in Completion Schedule: 0 days	\$2,500.00	-

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
116	Extra Hand Excavation as Directed by the Engineer, Complete-in-Place, In Accordance with the Plans and Specifications (Minimum Bid \$15/CY) Unit: CY Unit Price: \$15.00, Quantity: 61 CY Change in Completion Schedule: 0 days	\$915.00	-
117	CenterPoint Energy Street Lighting Pole Relocation Unit: EA Unit Price: \$2,500.00, Quantity: 1 EA Change in Completion Schedule: 0 days	\$2,500.00	-
118	CenterPoint Energy Electrical Service for Traffic Signal Unit: EA Unit Price: \$1,000.00, Quantity: 1 EA Change in Completion Schedule: 0 days	\$1,000.00	-

<u>Change in Contract Price</u>	<u>Change in Contract Time (Calendar Days)</u>
Original Contract Price: \$ 2,689,536.12	Original Contract Time: 360 days
Previous Change Order(s): No. 1 to No. 3 \$151,554.45	Net Change From Previous Change Orders: 47 days
Contract Price Prior to this Change Order: \$2,841,090.57	Contract Time Prior to this Change Order: 407 days
Net Increase/Decrease of this Change Order: - \$271,081.15	Net Increase/Decrease of this Change Order: 00 days
Contract Price With all Approved Change Orders: \$2,570,009.42	Contract Time With all Change Orders: 407 days
Cumulative Percent Change in Contract Price (+/-): - 4.44%	Grantee Contract End Date: 12/31/18
Construction Contract Start Date: 03/20/17	Construction Contract End Date: 05/01/18

Reimbursements of costs included in this change order are subject to review by the GLO-DR program.

*** This document may be executed prior to submission for GLO-DR program review, but all parties involved will be held responsible if the change order or the amendment warranted as a result of this change order is not in compliance with CDBG or HUD requirements.**

RECOMMENDED:

By: Chris Campbell

BINKLEY & BARFIELD

Date: 06/06/2018

APPROVED:

By: _____

CITY OF GALVESTON

Date: _____

ACCEPTED:

By: Julia B.

TRIPLE B SERVICES

Date: 06/07/2018

JUSTIFICATION FOR CHANGE

1. Will this Change Order increase or decrease			
the number of beneficiaries?	☐ Increase	☐ Decrease	☒ No Change
If there is a change, how many beneficiaries will be affected?	Total ____ L/M ____		
2. Effect of this change on scope of work:	☐ Increase	☒ Decrease	☐ No Change
3. Effect on operation and maintenance costs:	☐ Increase	☐ Decrease	☒ No Change
4. Are all prices in the change order dependent upon unit prices			
found in the original bid?	☒ Yes		☐ No
If "No", explain:			
5. Has this change created new circumstances or environmental			
conditions which may affect the project's impact, such as			
concealed or unexpected conditions discovered during actual			
construction?	☐ Yes	☒ No	
If "Yes", is an Environmental Re-assessment required?			
6. Is the Texas Commission on Environmental Quality (TCEQ)			
clearance still valid? (if applicable)	☒ Yes	☐ No	
7. Is the TCEQ permit approval still valid? (sewer projects only)	☒ Yes	☐ No	
8. Are the handicapped access requirements/approval			
still valid? (if applicable)	☒ Yes	☐ No	
9. Are other Disaster Recovery contractual special condition clearance			
still valid?	☒ Yes	☐ No	
(If no, specify):			

NOTE:

- * Generally, a cumulative change in the contract price in excess of 25% cannot be reviewed (18% **decrease** for counties).



June 11, 2018

Mr. Ross E. Blackketter, P.E.
Director of Capital Projects
City of Galveston
823 Rosenberg, Room 205
Galveston, Texas 77553

Re: **Letter of Recommendation for Change Order No. 4**
Stewart Road/ Ave S Reconstruction (61st to 53rd Street)

Dear Mr. Blackketter:

Binkley & Barfield, Inc. has reviewed the change order proposal and recommends approval of the construction contract changes. We provide the following explanations for the proposed changes to the contract scope and associated cost.

Regarding this Change Order cost, the requested cost is a net decrease of \$271,081.15. This decrease in Contract Amount reflects items not required or items not billed at 100 percent.

We appreciate the opportunity to be of service. If you have any questions or require additional information, please call me at (713) 869-3433.

Sincerely,

BINKLEY & BARFIELD, INC.
Consulting Engineers
Texas Registration Number F-257

A handwritten signature in black ink, appearing to read 'Chris Campbell'.

Chris Campbell, P.E.
Managing Director
Public Infrastructure

cc: David Hamilton, P.E.

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City of Galveston

CAPITAL PROJECTS STAFF REPORT

11 June 2018

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

From: Ross E. Blackketter, P.E., Director of Capital Projects

RE: Consider for approval Change Order #5 from Triple B Services, LLC, for the Sealy Avenue Improvements from 33rd to 25th project, increasing the contract amount from \$2,615,369.28 by \$21,885.00 to the new cost of \$2,637,254.28, and increasing the term by 4 days to a new term of 383 calendar days. The funding source will be the CDBG Disaster Recovery Non-Housing Round 2.2 program. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

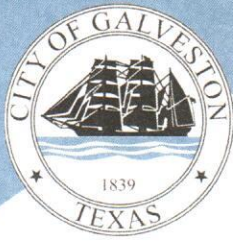
I. Background

- A. Many of the City's Streets were damaged during Hurricane Ike in 2008.
- B. The U.S. Department of Housing and Urban Development approved the State's amended action plan for \$1.7 billion in second round disaster recovery funding associated with Hurricane Ike and Dolly.
- C. The amended state plan allocates \$1.032 billion to the Houston-Galveston Area Council region.
- D. The General Land Office approved Arceneaux Wilson & Cole LLC to perform design and construction phase services for the Sealy Avenue Improvements from 33rd to 25th project.
- E. Triple B Services was awarded the contract by Council on April 27, 2017 in the amount of \$2,468,141.50.
- F. The contract was subsequently increased by \$46,200.00 to the amount of \$2,514,341.50 in Change Order #1 on 25 January 2018, by \$18,375.27 to a new amount of \$2,532,716.77 in Change Order #2 on 22 February 2018, increased by \$48,187.03 to a new amount of \$2,580,903.80 in Change Order #3 on 26 April 2018, and increased by \$34,465.48 to a new amount of \$2,615,369.28 in Change Order #4 on 24 May 2018.

II. Current Situation

- A. The following issues were encountered within the project boundaries:
 - 1. Two water valves are required that are shown in the construction plans were not called out in the bid.
 - 2. Existing drainage needs to be revised to match the roadway design.
- B. Triple B Services, LLC has requested Change Order #5 in the amount of \$21,885.00 and an additional 4 days for the above work.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

C. Arceneaux Wilson & Cole LLC, the design engineer, has reviewed and recommends approval of this change order.

III. Issues

These items are necessary in order for work to proceed on this project.

V. Alternatives in order of priority

A. Approve Change Order #5 from Triple B Services, LLC, for the Sealy Avenue Improvements from 33rd to 25th project, increasing the contract amount from \$2,615,369.28 by \$21,885.00 to the new cost of \$2,637,254.28, and increasing the term by 4 days to a new term of 383 calendar days.

B. Do not approve the request.

VI. Recommendation

Approve Change Order #5 from Triple B Services, LLC, for the Sealy Avenue Improvements from 33rd to 25th project, increasing the contract amount from \$2,615,369.28 by \$21,885.00 to the new cost of \$2,637,254.28, and increasing the term by 4 days to a new term of 383 calendar days.

VII. Fiscal Impact Report

Requested by:

Ross E. Blackketter, P.E.
Director of Capital Projects

Funding Source:

CDBG DR Non-Housing Round 2.2

Construction Cost

\$ 2,637,254.28 (increase of \$21,885.00)

Construction Administration

\$ 115,927.56

Total Cost of Implementation

\$ 2,753,181.84

Respectfully Submitted,

Ross E. Blackketter, P.E.
Director of Capital Projects





Texas General Land Office Disaster Recovery

Construction Contract Change Order Request Form

Engineer: Arceneaux Wilson & Cole LLC 2901 Turtle Creek Drive Suite 320 Port Arthur, TX 77642 Phone No.: 409.724.7888	Owner (Contractor Locality): City of Galveston 823 Rosenberg Galveston, TX 77550 Phone No.: 409.797.3630	Contractor: Triple B Services, LLP 820 Old Atascocita Road Huffman, TX 77336 Phone No.: 281.324.3264 Agreement Date: 06/14/2017	
Date: 06/07/18 Project Code No.: P21547-4 Bid Package No.: 228103-1_BID2	Contract For (Project Description): Sealy Street Improvements from 33 rd Street – 25 th Street	GLO Contract No.: 15-081-000-8748 Change Order No.: 5	
You are hereby requested to comply with the following changes from the contract plans and specifications:			
Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
39	5" Concrete Drive: 90 SY @ \$70.00/SY		\$6,300.00
73	8" Gate Valve: 1 EA @ \$1,325.00/EA		\$1,325.00
96	16" Gate Valve: 1 EA @ \$7,975.00/EA		\$7,975.00
97	School Parking Lot Drainage Revision: 1 LS @ \$4,500.00		\$4,500.00
98	Concrete Adjustment for Drainage at 25 th St: 1 LS @ \$1,785.00/LS		\$1,785.00

<u>Change in Contract Price</u>	<u>Change in Contract Time (Calendar Days)</u>
Original Contract Price: \$2,468,141.50	Original Contract Time: 210 days
Previous Change Order(s): No. 1 to No. 4 \$147,227.78	Net Change From Previous Change Orders: 169 days
Contract Price Prior to this Change Order: \$2,615,369.28	Contract Time Prior to this Change Order: 379 days
Net Increase/Decrease of this Change Order: \$21,885.00	Net Increase/Decrease of this Change Order: 4 days
Contract Price With all Approved Change Orders: \$2,637,254.28	Contract Time With all Change Orders: 383 days
Cumulative Percent Change in Contract Price (+/-): +6.85%	Grantee Contract End Date: (mm/dd/yy) 12/31/2018
Construction Contract Start Date: (mm/dd/yy) 07/12/2017	Construction Contract End Date: (mm/dd/yy) 07/30/2018

Reimbursements of costs included in this change order are subject to review by the GLO-DR program.

*** This document may be executed prior to submission for GLO-DR program review, but all parties involved will be held responsible if the change order or the amendment warranted as a result of this change order is not in compliance with CDBG or HUD requirements.**

RECOMMENDED:

By: 

ENGINEER

Arceneaux, Wilson & Cole LLC

Date: 6/08/2018

APPROVED:

By: _____

OWNER

City of Galveston

Date: _____

ACCEPTED:

By: 

CONTRACTOR

Triple B Services, LLP

Date: 6/11/2018

JUSTIFICATION FOR CHANGE

1. Will this Change Order increase or decrease

the number of beneficiaries?

☐ Increase

☐ Decrease

☒ No Change

If there is a change, how many beneficiaries will be affected?

Total ____ L/M ____

2. Effect of this change on scope of work:

☒ Increase

☐ Decrease

☐ No Change

3. Effect on operation and maintenance costs:

☐ Increase

☐ Decrease

☒ No Change

4. Are all prices in the change order dependent upon unit prices

found in the original bid?

☐ Yes

☒ No

If "No", explain:

Added construction items not included in original bid:

16" Gate Valve

Drainage Revision

Concrete Adjustment

****All items have been reviewed and verified by the engineer for competitive pricing.**

5. Has this change created new circumstances or environmental

conditions which may affect the project's impact, such as

concealed or unexpected conditions discovered during actual

construction?

☐ Yes

☒ No

If "Yes", is an Environmental Re-assessment required?

6. Is the Texas Commission on Environmental Quality (TCEQ)

clearance still valid? (if applicable)

☒ Yes

☐ No

7. Is the TCEQ permit approval still valid? (sewer projects only)

☐ Yes

☐ No

8. Are the handicapped access requirements/approval

still valid? (if applicable)

☒ Yes

☐ No

9. Are other Disaster Recovery contractual special condition clearance

still valid?

☒ Yes

☐ No

(If no, specify):

NOTE: Generally, a cumulative change in the contract price in excess of 25% cannot be reviewed (18% **decrease** for counties).



June 6, 2018

Mr. Ross Blackketter, P.E.
City of Galveston
823 Rosenberg
Room 205
Galveston, Texas 77550

RE: CHANGE ORDER NO. 5

Sealy Street Improvements from 33rd Street to 25th Street
AWC Job. No. COG-010

Dear Mr. Blackketter:

Arceneaux Wilson & Cole, LLC has reviewed the Change Order No. 5 for the Sealy Street Improvements from 33rd Street to 25th Street project and recommends approval of the construction contract changes. We provide the following explanations for the proposed changes to the contract scope and associated cost.

Regarding this Change Order time and cost, the overall result for this change order is to increase the contract amount by \$21,885. These costs include the following changes in quantities:

- Add 90 SY, 5-Inch Concrete Drive (\$6,300.00)
- Add 1 Each, 8-Inch Gate Valve (\$1,325.00)
- Add 1 Each, 16-Inch Gate Valve (\$7,975.00)
- Add 1 Lump Sum, School Parking lot Drainage Revision (\$4,500.00)
[RFI# 26]
- Add 1 Lump Sum, Concrete Adjustment for Drainage at 25th (\$1,785.00)
[RFI# 28]

I have attached Change Order No. 5 which modifies the contract to reflect this change for your consideration and action. This Change Order also includes an additional 4 days for the additional work. Should you have any questions or require additional information, please contact our office.

Very truly yours,

Arceneaux Wilson & Cole LLC
TEXAS REGISTERED ENGINEERING FIRM F-161

Marc A. Ochoa, P.E.
Senior Project Manager



Triple B Services, L.L.P.

EXCAVATION *** PAVING *** UTILITIES *** GENERAL CONTRACTING

Wednesday, June 6, 2018

Mr. Marc A. Ochoa, P.E.
Arceneaux Wilson & Cole
2901 Turtle Creek Dr., Suite 300
Port Arthur, Texas 77642

Re: Sealy Avenue
Triple B No. 17-03019, CO Miscellaneous drainage work

Dear Mr. Ochoa,

RFI# 26 (60' of 8" pipe with a Junction Box (\$4,500.00) 2 Days
RFI# 28 (Remove Concrete pavement 15sy & Replace concrete
Adjust inlet (\$1,785.00) 2 Days

Total Days requested to the contract is 4 Days.

Should you have any questions, please don't hesitate to call our offices.

Sincerely,
Triple B Services, L.L.P.

Shad K Bass
Project Manager



City of Galveston

CAPITAL PROJECTS STAFF REPORT

June 11, 2018

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

From: Ross E. Blacketter, P.E., Director of Capital Projects

RE: Consider for approval of Change Order No. 9 to the contract with Cardinal Contractors, Inc., for the New 59th Street Pump Station project, increasing the contract by \$19,313.67 to a new total amount of \$17,484,064.62. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. As a result of Hurricane Ike, the 59th Street pump station failed to function.
- B. The U.S. Department of Housing and Urban Development approved the State's amended action plan for \$1.7 billion in second round disaster recovery funding associated with Hurricane Ike and Dolly.
- C. The amended state plan allocates \$1.032 billion to the Houston-Galveston Area Council region.
- D. A new pump station needs to be built to higher elevation and wind load rating to ensure that the entire island will have continued potable water during and after a future event.
- E. City Council approved Dannenbaum Engineering Corporation to provide engineering design services for the new 59th Street Pump Station Project on July 25, 2013 for the amount of \$1,958,170.00.
- F. Council awarded a contract with Cardinal Contractors in the amount of \$15,887,000.00 on June 25, 2015 for the construction of this project.
- G. The contract was subsequently increased by \$11,025.73 in Change Order No. 1, by \$544,594.86 in Change Order No. 2, by \$79,447.26 in Change Order No. 3, by \$148,128.50 in Change Order No. 4, and by \$470,099.25 in Change Order No. 6 to the new amount of \$17,140,295.60, by \$292,249.73 in Change Order No. 7 to the new amount of \$17,432,545.33, and by \$32,205.62 in Change Order No. 8 to the new amount of \$17,464,750.95. Change Order No. 5 was a time extension only and did not include an increase in cost.

II. Current Situation

- A. Cardinal Contractors, Inc. has requested Change Order No. 9 for additional work due to the following issues:

1. Load testing of the bridge crane and trolley hoist	\$ 6,910.17
2. Providing and installing an access door for the water heater	\$ 1,492.30
3. Providing a required drain system for the fire sprinkler system	\$ 2,127.50
4. <u>Heat tape for the fire sprinkler supply line to prevent freezing</u>	\$ 8,783.70
Total	\$ 19,313.67

- B. Dannenbaum Engineering has recommended approval of this request.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

III. Issues

These changes are necessary to ensure the continuation of this project.

V. Alternatives in order of priority

- A. Approve Change Order No. 9 to the contract with Cardinal Contractors, Inc., for the New 59th Street Pump Station project, increasing the contract by \$19,313.67 to a new total amount of \$17,484,064.62.
- B. Do not approve the change order.

VI. Recommendation

Approve Change Order No. 9 to the contract with Cardinal Contractors, Inc., for the New 59th Street Pump Station project, increasing the contract by \$19,313.67 to a new total amount of \$17,484,064.62.

VII. Fiscal Impact Report

Requested by:

Ross E. Blacketter, P.E.
Director of Capital Projects

Funding Source:

CDBG-DR Round 2.2	
Construction	\$ 11,405,150.75 (increase of \$19,313.67)
Inspection	\$ 203,735.50
FEMA HMGP	
Construction	\$ 5,700,225.00
Inspection	\$ 114,004.50
Other Funds	\$ 378,688.87

Costs of implementation:

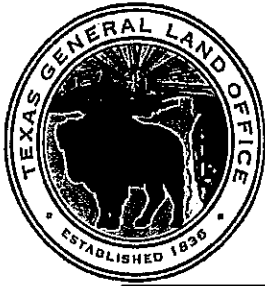
\$ 17,801,804.62

Respectfully submitted,



Ross E. Blacketter, P.E.
Director of Capital Projects





Texas General Land Office Disaster Recovery

Construction Contract Change Order Request Form

Engineer: Dannenbaum Engineering 3100 West Alabama Houston, Texas 77098 Phone No.: 713.520.9570	Owner (Contractor Locality): City of Galveston 823 Rosenberg Galveston, Texas 77550 Phone No.: 409.797.3630	Contractor: Cardinal Contractors, Inc. 1106 N State Hwy 360 Ste. 115 Grand Prairie, Texas 75050 Phone No.: 713.896.3141 Agreement Date: 08/21/2015/
Date: 06/11/2018 Project Code No.: P27527-1a Bid Package No.: 270703-1 BID1	Contract For (Project Description): New 59 th Street Pump Station	GLO Contract No.: 15-081-000-8748/DRS220051 Change Order No.: 9

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
CO9-1	Trolley Hoist and Bridge Crane Load Test		\$ 6,910.17
CO9-2	Water Heater Access Door		\$ 1,492.30
CO9-3	Fire Sprinkler System Drain		\$ 2,127.50
CO9-4	Heat Tracing Tape for Fire Sprinkler Supply Line		\$ 8,783.70
	Total		\$19,313.67

Change in Contract Price		Change in Contract Time (Calendar Days)	
Original Contract Price:	\$15,887,000.00	Original Contract Time:	700 days
Previous Change Order(s): No. 1 to No. 8	\$ 1,577,750.95	Net Change From Previous Change Orders:	437 days
Contract Price Prior to this Change Order:	\$17,464,750.95	Contract Time Prior to this Change Order:	1,137 days
Net Increase/Decrease of this Change Order:	\$ 19,313.67	Net Increase/Decrease of this Change Order:	0 days
Contract Price With all Approved Change Orders:	\$17,484,064.62	Contract Time With all Change Orders:	1,137 days
Cumulative Percent Change In Contract Price (+/-): +10.05%		Grantee Contract End Date: (mm/dd/yy) 12 / 31 / 18	
Construction Contract Start Date: (mm/dd/yy) 09 / 14 / 15		Construction Contract End Date: (mm/dd/yy) 10 / 25 / 18	

Reimbursements of costs included in this change order are subject to review by the GLO-DR program.

*This document may be executed prior to submission for GLO-DR program review, but all parties involved will be held responsible if the change order or the amendment warranted as a result of this change order is not in compliance with CDBG or HUD requirements.

RECOMMENDED:

By: *Jeyson Arendt*
DANNENBAUM ENGINEERING

Date: 6/11/18

APPROVED:

By: _____
CITY OF GALVESTON

Date: _____

ACCEPTED:

By: *[Signature]*
CARDINAL CONTRACTORS

Date: 6/13/18

JUSTIFICATION FOR CHANGE

1. Will this Change Order increase or decrease			
the number of beneficiaries?	☐ Increase	☐ Decrease	☒ No Change
If there is a change, how many beneficiaries will be affected?	Total ____ L/M ____		
2. Effect of this change on scope of work:	☐ Increase	☐ Decrease	☒ No Change
3. Effect on operation and maintenance costs:	☐ Increase	☐ Decrease	☒ No Change
4. Are all prices in the change order dependent upon unit prices found in the original bid?			
	☒ Yes	☐ No	
If "No", explain: The contract is unit price, but the item covering this work was a Lump Sum. Dannenbaum believes the costs associated with this change order are competitive for this type of work.			
5. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?			
	☐ Yes	☒ No	
If "Yes", is an Environmental Re-assessment required?			
6. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid? (if applicable)			
	☒ Yes	☐ N/A	
7. Is the TCEQ permit approval still valid? (sewer projects only)			
	☐ Yes	☒ N/A	
8. Are the handicapped access requirements/approval still valid? (if applicable)			
	☒ Yes	☐ No	
9. Are other Disaster Recovery contractual special condition clearance still valid?			
	☒ Yes	☐ No	
(If no, specify):			

NOTE:* Generally, a cumulative change in the contract price in excess of 25% cannot be reviewed (18% **decrease** for counties).

DANNENBAUM ENGINEERING CORPORATION

3100 WEST ALABAMA HOUSTON, TEXAS 77098 P.O. BOX 22292 HOUSTON, TEXAS 77227 (713) 520-9570

ENGINEERING
EXCELLENCE
SINCE
1945

June 12, 2018

Mr. Ross Blackketter, PE
City of Galveston
823 Rosenberg, Room 205
Galveston, TX 77553

RE: City of Galveston
59th Street Pump Station
Change Order No. 9

Dear Mr. Blackketter:

Change Order No. 9 contains Proposed Change Orders (PCO) 17-06, 17-07, 34 and 39.

PCO 17-06 is a request for additional money to install a fire sprinkler system drain. This is required to provide the ability to drain the sprinkler system. The request is for \$2,127.50. Dannenbaum feels the request is justified and therefore recommends approval.

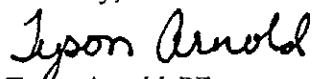
PCO 17-07 is a request for additional money to install heat tracing tape and two controllers on the fire line serving the sprinkler system. The request is for an \$8,783.70. Dannenbaum feels the Contract Documents specify a complete system required to comply with all state and local regulations, which would include preventing pipes from freezing, in addition to the fact that the wiring for the controllers was shown on the Contract Drawing. Additionally, the submittal provided by Cardinal made note that heat tracing was required. Dannenbaum does not feel the request is completely justified but does not wish to dispute the claim any further. Heat tracing is required and to ensure the City receives the complete system required Dannenbaum recommends approval of the request.

PCO No. 34 is a request for additional money to conduct a load test on the trolley hoists in the chemical rooms on the third floor and the bridge crane in the hallway on the second floor. The request is for an additional \$6,910.17. Dannenbaum feels the request is justified and recommends approval of a change order for the requested amount.

PCO No. 39 is a request for additional money to install an access door to provide access to the water heater in the break room. The request is for an additional \$1,492.30. Dannenbaum feels the request is justified and therefore recommends approval.

This is work that needs to be done in order to achieve the original intended outcome for this Project. Dannenbaum believes the costs associated with the Change Order are competitive for this type of work. Dannenbaum recommends approval of this Change Order in the amount of \$19,313.67, for the new Construction Contract total of \$17,484,064.62 which is a 10.05% increase. The current contract time is 1,137 with a Completion Date of October 25, 2018.

Sincerely,



Tyson Arnold, PE
Associate -- Dannenbaum Engineering Corporation

Attachments CCI LTR 00029
CCI LTR 00039
CCI LTR 00045



City of Galveston

CAPITAL PROJECTS STAFF REPORT

June 11, 2018

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

From: Ross E. Blackketter, P.E., Director of Capital Projects

Re: Consider for approval of Change Order No. 2 to the contract with Tucon, LLC, for the Cedars at Carver Park Pedestrian and Transit Improvements project increasing the contract by \$28,447.09 from the amount of \$620,641.86 to a new total amount of \$649,088.95, and extending the contract term by 94 days. The funding source will be the CDBG Disaster Recovery Non-Housing Round 2.2 program. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. The U.S. Department of Housing and Urban Development approved the State's amended action plan for \$1.7 billion in second round disaster recovery funding associated with Hurricane Ike and Dolly.
- B. The amended state plan allocates \$1.032 billion to the Houston-Galveston Area Council region.
- C. With the recent construction of the housing at the Cedars at Carver Park development, additional pedestrian and transit improvements were desired.
- D. The construction of sidewalks, bus shelters, and landscaping in the area of the development was therefore identified as a project to be funded by the CDBG Disaster Recovery Non-Housing Round 2.2 program.
- E. The General Land Office approved Arceneaux Wilson & Cole (AWC) to provide engineering design services for the Cedars at Carver Park Pedestrian and Transit Improvements project.
- F. The City Council subsequently awarded a contract with Tucon, LLC in the amount of \$584,634.76 on September 28, 2017 for the construction of this project.
- G. The contract was subsequently increased by \$36,007.10 to the amount of \$620,641.86 in Change Order No. 1 on March 22, 2018.

II. Current Situation

- A. Tucon, LLC has requested Change Order No. 2 for additional work to install the underground conduit needed for the new streetlights.
- B. Tucon has requested a total of \$28,447.09 for this work and an additional 94 calendar days to allow for the installation of the streetlights by CenterPoint, bringing the term of the contract to 298 days.
- C. AWC has recommended approval of this request.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

III. Issues

With the construction of the Cedars at Carver Park development, the U.S. Department of Housing and Urban Development desires that efforts be made to improve the aesthetics of the surrounding area.

IV. Alternatives in order of priority

- A. Approve Change Order No. 2 to the contract with Tucon, LLC, for the Cedars at Carver Park Pedestrian and Transit Improvements project increasing the contract by \$28,447.09 from the amount of \$620,641.86 to a new total amount of \$649,088.95, and extending the contract term by 94 days.
- B. Do not approve the contract.

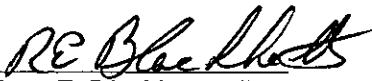
V. Recommendation

Approve Change Order No. 2 to the contract with Tucon, LLC, for the Cedars at Carver Park Pedestrian and Transit Improvements project increasing the contract by \$28,447.09 from the amount of \$620,641.86 to a new total amount of \$649,088.95, and extending the contract term by 94 days.

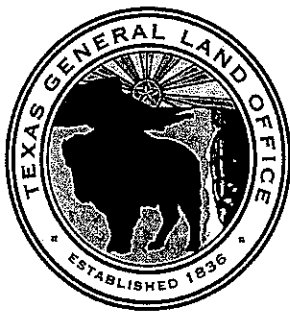
VI. Fiscal Impact Report

Requested by:	Ross E. Blackketter, P. E. Director of Capital Projects
Funding Source:	CDBG DR Non-Housing Round 2.2
Construction Cost	\$ 649,088.95 (increase of \$28,447.09)
<u>Construction Administration</u>	<u>\$ 24,330.00</u>
Total Cost of Implementation	\$ 673,418.95

Respectfully Submitted,


Ross E. Blackketter, P. E.
Director of Capital Projects





Texas General Land Office Disaster Recovery

Construction Contract Change Order Request Form

Engineer: Arceneaux Wilson & Cole LLC 2901 Turtle Creek Drive Suite 320 Port Arthur, TX 77642 Phone No.: 409.724.7888	Owner (Contractor Locality): City of Galveston 823 Rosenberg Galveston, TX 77550 Phone No.: 409.797.3630	Contractor: Tucon LLC 2925 Gulf Fwy South, B-194 League City, TX 77573 Phone No.: 409.632.7922 Agreement Date: 10/24/2017
Date: 06/11/18 Project Code No.: P21566A-12 Bid Package No.: 228103-1_BID3	Contract For (Project Description): Cedars at Carver Park Pedestrian and Transit Improvements	GLO Contract No.: 15-081-000-8748 Change Order No.: 2

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
35	Install 2" Conduit for Centerpoint Energy Light Poles: 1 LS @ \$28,447.09/LS		\$28,447.09

<u>Change in Contract Price</u>		<u>Change in Contract Time (Calendar Days)</u>	
Original Contract Price:	\$584,634.76	Original Contract Time:	150 days
Previous Change Order(s): No. 1 to No. 1	\$36,007.10	Net Change From Previous Change Orders:	54 days
Contract Price Prior to this Change Order:	\$620,641.86	Contract Time Prior to this Change Order:	204 days
Net Increase/Decrease of this Change Order:	\$28,447.09	Net Increase/Decrease of this Change Order:	94 days
Contract Price With all Approved Change Orders:	\$649,088.95	Contract Time With all Change Orders:	298 days
Cumulative Percent Change in Contract Price (+/-): +11.02%		Grantee Contract End Date: (mm/dd/yy)	12/31/2018
Construction Contract Start Date: (mm/dd/yy)	11/06/2017	Construction Contract End Date: (mm/dd/yy)	08/31/2018

Reimbursements of costs included in this change order are subject to review by the GLO-DR program.

* This document may be executed prior to submission for GLO-DR program review, but all parties involved will be held responsible if the change order or the amendment warranted as a result of this change order is not in compliance with CDBG or HUD requirements.

RECOMMENDED:

By: [Signature]

ENGINEER

Arceneaux, Wilson & Cole LLC

Date: 06/11/2018

APPROVED:

By: _____

OWNER

City of Galveston

Date: _____

ACCEPTED:

By: [Signature]

CONTRACTOR

Tucon LLC

Date: 6/12/2018

JUSTIFICATION FOR CHANGE

1. Will this Change Order increase or decrease the number of beneficiaries?				☐ Increase	☐ Decrease	☒ No Change
If there is a change, how many beneficiaries will be affected?				Total _____	L/M _____	
2. Effect of this change on scope of work:				☒ Increase	☐ Decrease	☐ No Change
3. Effect on operation and maintenance costs:				☐ Increase	☐ Decrease	☒ No Change
4. Are all prices in the change order dependent upon unit prices found in the original bid?				☐ Yes	☒ No	
If "No", explain: Added construction items not included in original bid: Installation of 2" Conduit for Light Poles – Pricing is competitive for this type of work.						
5. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?				☐ Yes	☒ No	
If "Yes", is an Environmental Re-assessment required?						
6. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid? (if applicable)				☒ Yes	☐ No	
7. Is the TCEQ permit approval still valid? (sewer projects only)				☐ Yes	☐ No	
8. Are the handicapped access requirements/approval still valid? (if applicable)				☒ Yes	☐ No	
9. Are other Disaster Recovery contractual special condition clearance still valid?				☒ Yes	☐ No	
(If no, specify):						

NOTE: Generally, a cumulative change in the contract price in excess of 25% cannot be reviewed (18% **decrease** for counties).



June 11, 2018

Mr. Ross Blackketter
City of Galveston
823 Rosenberg
Room 205
Galveston, Texas 77550

RE: CHANGE ORDER NO. 2
Cedars at Carver Park Pedestrian and Transit Improvements
Job No. COG-070

Dear Mr. Blackketter:

Arceneaux Wilson & Cole, LLC has reviewed the Change Order No. 2 for the Cedars at Carver Park Pedestrian and Transit Improvements project and recommends approval of the construction contract changes. We provide the following explanations for the proposed changes to the contract scope and associated cost.

Regarding this Change Order time and cost, the overall result for this change order is to increase the contract amount by \$28,447.09 and time extension of 94 days due to additional work and additional time required for Centerpoint Energy to install the street lighting. These costs include an additional bid item no. 35 Install 2" Conduit for Centerpoint Energy (\$28,447.09). I have attached Change Order No. 2 which modifies the contract to reflect this change for your consideration and action. Should you have any questions or require additional information, please contact our office.

Very truly yours,
Arceneaux Wilson & Cole LLC
TEXAS REGISTERED ENGINEERING FIRM F-16194

Keestan Cole, PE
Vice-President



UNBEHAGEN CONSTRUCTION

2925 Gulf Fwy. S., Suite B-194

League City, TX 77573

Ph: 409-632-7922

CHANGE PROPOSAL**Number:** 19 R1**Date:** 6/11/2018**Project:** City of Galveston - Cedars at Carver Park Pedestian and Transit Improvements**GLO/DRS:** 15-081-000-8748**Description:** RFI 28

Centerpoint Energy Lighting conduit

Material/Description	Unit Measure	Quantity	Item Unit Cost	Item Total
Install 2" conduit for light poles. Excludes wiring, removing or relocating underground obstructions.				
Layout	mh	4.00	70.00	280.00
Material	ls	1.00	20.00	20.00
Bore locations				
Excavate/Backfill				
Labor Operator	mh	32.00	31.00	992.00
Labor Common	mh	32.00	26.35	843.20
Equipment excavator	hr	32.00	37.00	1,184.00
Equipment truck	hr	32.00	10.00	320.00
Barricades	ls	1.00	500.00	500.00
Install pipe	ls	1.00	18,076.00	18,076.00
Cleanup	mh	8.00	26.35	210.80
Waste disposal	ls	1.00	75.00	75.00
Forman	mh	40.00	55.89	2,235.60
Fee			15.00%	24,736.60
				3,710.49
TOTAL PROPOSAL AMOUNT				\$ 28,447.09

* CONTRACT TIME EXTENSION THIS CHANGE PROPOSAL
BASED ON 7 DAYS FOR APPROVAL TO PROCEED

TO BE DETERMINED
BASED ON ACTUAL APPROVAL DATE



City of Galveston

CAPITAL PROJECTS STAFF REPORT

June 11, 2018

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

From: Ross E. Blackketter, P.E., Director of Capital Projects

Re: Consider for approval of Change Order No. 2 to the contract with Brunel Industrial & Pipeline Services, LLC, for the Rehabilitation of Ground Storage Tanks at 59th Street project, increasing the contract by \$378,734.74 from the amount of \$7,136,891.03 to a new total amount of \$7,515,625.77, and extending the contract term by 15 days. The funding source will be the CDBG Disaster Recovery Non-Housing Round 2.2 program. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

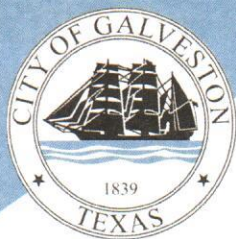
I. Background

- A. The U.S. Department of Housing and Urban Development approved the State's amended action plan for \$1.7 billion in second round disaster recovery funding associated with Hurricane Ike and Dolly.
- B. The amended state plan allocates \$1.032 billion to the Houston-Galveston Area Council region.
- C. The rehabilitation of the four existing ground storage tanks (GST's) at the 59th Street Pump Station complex was identified as a project to be funded by the CDBG Disaster Recovery Non-Housing Round 2.2 program.
- D. The General Land Office approved Dannenbaum Engineering Corporation to provide engineering design services for the Rehabilitation of Ground Storage Tanks at 59th Street project.
- E. The City Council subsequently awarded a contract with Brunel Industrial & Pipeline Services, LLC in the amount of \$6,477,984.36 on August 24, 2017 for the construction of this project.
- F. The contract was subsequently increased by \$658,906.67 to the amount of \$7,136,891.03 in Change Order No. 1 on May 24, 2018

II. Current Situation

- A. During the investigation of the interior of tank #1 during the construction phase, it was discovered that the floor of the tank is extremely pitted due to corrosion and requires additional repairs and coating.
- B. This condition was unknown prior to the start of the project due to the City's inability to remove the water from the tank.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

- C. Brunel Industrial & Pipeline Services, LLC has requested Change Order No. 2 in the amount of \$378,734.74 for this additional work
- D. Brunel has also requested an additional 15 calendar days for this work, bringing the term of the contract to 517 days.
- E. Dannenbaum Engineering has recommended approval of this request.

III. Issues

This additional work is necessary to continue with the project of bringing the four existing GST's up to current standards to provide potable water for the citizens of Galveston.

IV. Alternatives in order of priority

- A. Approve Change Order No. 2 to the contract with Brunel Industrial & Pipeline Services, LLC, for the Rehabilitation of Ground Storage Tanks at 59th Street project, increasing the contract by \$378,734.74 from the amount of \$7,136,891.03 to a new total amount of \$7,515,625.77, and extending the contract term by 15 days.
- B. Do not approve the change order.

V. Recommendation

Approve Change Order No. 2 to the contract with Brunel Industrial & Pipeline Services, LLC, for the Rehabilitation of Ground Storage Tanks at 59th Street project, increasing the contract by \$378,734.74 from the amount of \$7,136,891.03 to a new total amount of \$7,515,625.77, and extending the contract term by 15 days.

VI. Fiscal Impact Report

Requested by:	Ross E. Blackketter, P. E. Director of Capital Projects
Funding Source:	CDBG DR Non-Housing Round 2.2
Construction Cost	\$ 7,515,625.77 (increase of \$378,734.74)
Construction Administration	\$ 119,331.00
Total Cost of Implementation	\$ 7,634,956.77

Respectfully Submitted,

Ross E. Blackketter, P. E.
Director of Capital Projects





Texas General Land Office Disaster Recovery

Construction Contract Change Order Request Form

Engineer: Dannenbaum Engineering 3100 West Alabama Houston, Texas 77098 Phone No.: 713.520.9570	Owner (Contractor Locality): City of Galveston 823 Rosenberg Galveston, Texas 77550 Phone No.: 409.797.3630	Contractor: Brunel Industrial Services, LLC 4460 Genoa Red-Bluff Rd. Pasadena, TX 77505 Phone No.: 713.966.9032 Agreement Date: 10/03/2017	
Date: 06/11/2018 Project Code No.: P21559-1a Bid Package No.: 177247 BID2	Contract For (Project Description): 59 th Street Ground Storage Tank Rehabilitation	GLO Contract No.: 15-081-000-8748/DRS220051 Change Order No.: 2	
You are hereby requested to comply with the following changes from the contract plans and specifications:			
Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
Phase II-2	Interior Surface Preparation, Lead Abatement, and Coating of 3.8 MG Welded Steel Ground Storage Tank No. 1		\$378,734.74

Change in Contract Price		Change in Contract Time (Calendar Days)	
Original Contract Price:	\$6,477,984.36	Original Contract Time:	395 days
Previous Change Order(s): No. 1 to No. 1	\$658,906.67	Net Change From Previous Change Orders:	107 days
Contract Price Prior to this Change Order:	\$7,136,891.03	Contract Time Prior to this Change Order:	502 days
Net Increase/Decrease of this Change Order:	\$378,734.74	Net Increase/Decrease of this Change Order:	15 days
Contract Price With all Approved Change Orders:	\$7,515,625.77	Contract Time With all Change Orders:	517 days
Cumulative Percent Change in Contract Price (+/-): +16.01%		Grantee Contract End Date: (mm/dd/yy) 12 / 31 / 18	
Construction Contract Start Date: (mm/dd/yy) 10 / 23 / 17		Construction Contract End Date: (mm/dd/yy) 03 / 24 / 19	

Reimbursements of costs included in this change order are subject to review by the GLO-DR program.

***This document may be executed prior to submission for GLO-DR program review, but all parties involved will be held responsible if the change order or the amendment warranted as a result of this change order is not in compliance with CDBG or HUD requirements.**

RECOMMENDED:

By: Tyson Arnold
DANNENBAUM ENGINEERING

Date: 6/11/18

APPROVED:

By: _____
CITY OF GALVESTON

Date: _____

ACCEPTED:

By: Gene Poole
BRUNEL INDUSTRIAL

Date: 6/11/2018

JUSTIFICATION FOR CHANGE**1. Will this Change Order increase or decrease**

the number of beneficiaries?

☐ Increase

☐ Decrease

☒ No Change

If there is a change, how many beneficiaries will be affected?

Total ____ L/M ____

2. Effect of this change on scope of work:

☒ Increase

☐ Decrease

☐ No Change

3. Effect on operation and maintenance costs:

☐ Increase

☐ Decrease

☒ No Change

4. Are all prices in the change order dependent upon unit prices

found in the original bid?

☐ Yes

☒ No

If "No", explain: The contract is unit price; however, the item covering this work is a Lump Sum. The pricing provided is competitive.

5. Has this change created new circumstances or environmental

conditions which may affect the project's impact, such as

concealed or unexpected conditions discovered during actual

construction?

☐ Yes

☒ No

If "Yes", is an Environmental Re-assessment required?

6. Is the Texas Commission on Environmental Quality (TCEQ)

clearance still valid? (if applicable)

☒ Yes

☐ N/A

7. Is the TCEQ permit approval still valid? (sewer projects only)

☐ Yes

☒ N/A

8. Are the handicapped access requirements/approval

still valid? (if applicable)

☒ Yes

☐ No

9. Are other Disaster Recovery contractual special condition clearance

still valid?

☒ Yes

☐ No

(If no, specify):

NOTE:* Generally, a cumulative change in the contract price in excess of 25% cannot be reviewed (18% **decrease** for counties).

DANNENBAUM ENGINEERING CORPORATION

3100 WEST ALABAMA HOUSTON, TEXAS 77098 P.O. BOX 22292 HOUSTON, TEXAS 77227 (713) 520-9570

ENGINEERING
EXCELLENCE
SINCE
1945

June 11, 2018

Mr. Ross Blackketter, PE
City of Galveston
823 Rosenberg, Room 205
Galveston, TX 77553

RE: City of Galveston
59th Street Pump Station GST Rehab
Change Order No. 2

Dear Mr. Blackketter:

Change Order No. 2 pertains to Change Order Request No. 9. Change Order Request No. 9 is a request for additional time and money for surface preparation and coating of the floor of GST No. 1. This work is required to repair corroded portions of the floor that were unforeseeable during the design phase. The request is for \$378,734.74 and an additional 15 contract days. Dannenbaum feels the prices are competitive and the request is justified and therefore recommends approval of this Change Order in the amount of \$378,734.74, for the new Construction Contract total of \$7,515,625.77 which is a 16.01% increase, and would increase the Contract Term 15 days to 517 days. The new Completion Date is March 24, 2019.

Sincerely,



Tyson Arnold, PE
Associate – Public Works Department
Dannenbaum Engineering Corporation

CC: City of Galveston – Trina Jankowski
City of Galveston – Jimmy Hamilton

Attachments

DRAFT
MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
WORKSHOP - APRIL 26, 2018

4/26/2018 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER
With a quorum present, the workshop was called to order at 9:03 a.m.

2. ROLL CALL

Present: Mayor Pro Tem Terrilyn Tarlton-Shannon, Council Member Amy Bly, Council Member Craig Brown, Council Member Frank Maceo, Council Member Mike Doherty, and Council Member Carolyn Sunseri.

Absent: Mayor James Yarbrough.

3. DISCUSSION ITEMS

- 3.A. Clarification Of Consent And Regular City Council Agenda Items - This Is An Opportunity For City Council To Ask Questions Of Staff On Consent And Regular Agenda Items.
Items clarified by staff: 8C, 8H, 10B, 11D, 11P, and 12A.

- 3.B. A Joint Workshop Between The Galveston City Council And The Park Board Of Trustees To Discuss The Following Items Of Mutual Interest (City Council - 1 Hour):
A Joint Workshop was held between the City Council and Park Board of Trustees. Park Board representatives Joyce Calver McLean, Spencer Priest, and Kelly de Shaun presented the following items: (1) Presentation of the 2017 End of Year and 2018 Forecasted Fiscal Year; (2) Stewart Beach Pavilion Conceptual Design; and (3) General Beach and Park Project Updates. Consultant Tyler Swanson provided a brief update on the Stewart Beach Pavilion Conceptual Design. CM Brown requested an agenda item for Council to vote on the Stewart Beach Pavilion Design and Business Plan.

- 3.C. Discussion Of An Ordinance Of The City Of Galveston, Texas, Amending Chapter 33, "Taxation" Of "The Code Of The City Of Galveston 1982, As Amended" By Amending The Regulations Of Appointments Of The Arts And Historical Preservation Advisory Board; Making Various Findings And Provisions Related To The Subject And Providing For An Effective Date. (Brown/Yarbrough - 15 Minutes)
CM Brown presented changes in the proposed ordinance amendment. This item is on today's regular meeting agenda for the Council's consideration.

- 3.D. Receive And Discuss A Detailed Update On All Of Terrilyn Tarlton-Shannon-District 5 Neighborhood Improvement Projects (Tarlton-Shannon/Yarbrough - 20 Minutes)
Pete Milburn provided an update on the District 5 Neighborhood Improvement Projects.

- 3.E. Update On Fire Hydrants (Tarlton-Shannon/Yarbrough - 15 Minutes)
Tesa Wroblewski provided an update on the fire hydrant repair and replacement program. She reported the following: (1) 2,153 of the 2,395 fire hydrants in place at the time of Hurricane Ike are eligible for funding from FEMA for repair or replacement; (2) repairs and replacements to the fire hydrants are being completed by city crews and contract services; (3) FEMA reimbursement for the eligible fire hydrants is 90% (\$4,331,505.92) or 90% of the actual cost to complete the eligible scope of work; and (4) the local share eligible for the fire hydrants is 10% (\$481,278.43) or 10% of actual costs to complete the eligible scope of work (can be city labor and equipment).

3.F. Update On Airport Projects And Current Lease Rate Review (M. Shahan - 15 Minutes)

Airport Director Mike Shahan reported on current projects, planned projects, new leases, and the airport lease rate summary.

3.G. Update On The Asset Review (D. Buckley - 10 Minutes)

Mario Rabago reported that the Port and Park Board have submitted information requested by the city. City staff has organized the information into categories, and are currently analyzing the existing interlocal agreements with both entities. Staff is identifying any necessary modifications needed to bring them up to today's conditions, looking to identify any inconsistencies in the agreements, and any opportunities that might be available to combine some of the agreements. Any modifications or changes will involve the Park Board and the Port in the process of making these changes. The goal is to present findings and recommendations to City Council next month, and staff will likely be recommending to enter into the second phase of the asset review, which will be an assessment of the physical conditions of the property and facilities that are owned by the city but managed by the Park Board and the Port.

3.H. Discussion Of Appointments To The Following Boards - Park Board, Planning Commission, And Wharves Board (Brown/Yarbrough - 15 Minutes)

Discussion was held regarding the timing of interviewing applicants for the Park Board, Planning Commission, and Wharves Board.

3.I. Status Update For The Proposed Broadway Corridor Streetscape/Redevelopment Plan (T. Tietjens - 15 Minutes)

Tim Tietjens advised Council that the consultant has produced a report, and that report has been analyzed by the Broadway Ad Hoc Committee. The consultants have spent about 97% of their funding, and have billed the city for the remaining 3%. The consultants are out of money, part of the reason is due to the fact that when we were analyzing the character areas in particular, it took about six weeks at the ad hoc committee level to step through that analysis in great detail. The consultants have submitted a change order for about \$24,000, which would include revisions to the plan, several meetings with the committee, Planning Commission, and City Council. The committee did not think that was necessary. At the last meeting, consensus of the committee was to get the revisions done, and get the consultants to produce the final document so the committee can take a look at it. If revisions are needed, the committee and staff can step in and revise it. What the consultant has produced thus far includes stockholder engagement, public input, form based design and use concept, streetscape and roadway plan recommendations, market analysis, draft of the Broadway design guidelines, implementation sequence of targeted area to begin effort, implementation plan, amortization components, and streetscape elements. Moving forward with just the components for the cycle revisions would cost the city about \$6,850 which the City Manager has in his authority to approve that element, and seems appropriate to get the consultant to revise the report without all of the excess meetings. Staff will facilitate the meetings on the city's end. By the end of May, staff hopes to receive the final edits from the consultant as a result of the committee and staff's input. In the first three weeks of June, the committee and staff can independently prepare their recommendations in response to the consultant's plan. At the June meeting, the consultant report would be presented along with the recommendations of the committee and staff, if those plans differ.

4. EXECUTIVE SESSION

The City Council convened into Executive Session at 12:25 p.m., and reconvened into open session at 1:07 p.m. No action was taken during Executive Session.

4.A. Pursuant To Texas Gov't Code 551.071- Consultation With Attorney, An Executive Session Will Be Conducted To Discuss And Receive Legal Advice Concerning Pending Litigation And/Or A Settlement Offer, Or On A Matter In Which The Duty Of The Attorney To The Governmental Body Under The Texas Disciplinary Rules Of Professional Conduct Of The State Bar Of Texas Clearly Conflicts With This Chapter, Related To The Following:

4.A.1. Case No. 18-CV-0449; Clay Conrad Et Al Vs. GYB Investors LLC Et Al, In The 10th Judicial District Court Of Galveston County Texas

4.A.2. Consultation Related To Proposed Litigation Regarding The Sale And Distribution Of Certain Prescription Medications Commonly Referred To As Opioids Against Various Pharmaceutical Companies By Attorneys Mark A. Correrro And Allan Van Fleet

5. ADJOURNMENT

The workshop was adjourned at 1:07 p.m.

Janelle Williams, City Secretary

Date Approved:

DRAFT
MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
REGULAR MEETING - APRIL 26, 2018

4/26/2018 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER
With a quorum present, the meeting was called to order at 1:20 p.m.
 2. ROLL CALL
Present: Mayor James Yarbrough, Mayor Pro Tem Terrilyn Tarlton-Shannon, Council Member Craig Brown, Council Member Frank Maceo, Council Member Mike Doherty, and Council Member Carolyn Sunseri. Council Member Amy Bly arrived at 1:27 p.m.
 3. INVOCATION
Given by Captain W. Patrick Jones of the Salvation Army.
 4. PLEDGE OF ALLEGIANCE
Pledges to the American Flag and Texas Flag were led by Mayor Yarbrough.
 5. CONFLICTS OF INTEREST
None.
 6. PRESENTATIONS/REPORTS OF COUNCIL, OFFICER BOARDS, AND CITY MANAGER
 - 6.A. Pursuant To Texas Government Code Section 551.0415, The City Council May Report On Any Of The Following Items:
 1. Expressions of thanks, gratitude, and condolences - CM Brown expressed condolences to the family of Barbara Bush; Mayor Yarbrough expressed condolences to the family of Louis 'Chick' Pauls.
 2. Information regarding holiday schedules
 3. Recognition of individuals
 - a. Presentation from the Firefighters Association - presented by Stewart Goff.
 - b. Barbara Sanderson - Recognition - presented by David Smith.
 - c. Fair Housing Month - Proclamation - presented by CM Bly.
 - d. Lemonade Day - Proclamation - presented by CM Sunseri.
 - e. Child Abuse Month - Proclamation - presented by MPT Tarlton-Shannon.
 - f. Bicycle Month - Proclamation - presented by CM Maceo.
 - Assistant City Manager Mike Loftin recognized members of the Finance Department and provided the Comprehensive Annual Financial Report (CAFR).
 4. Reminders regarding City Council events
 5. Reminders regarding community events
 6. Health and safety announcement
7. COMMUNICATIONS AND PETITIONS

7.A. Claims

18-023 Morris Snelson; 18-024 Shelley Strain; 18-025 Kathy Levingston; 18-026 Amy Summerill; 18-027 David Baines; 18-028 Jason Smith; 18-029 A. J. Forasiepi; 18-030 Doug and Bonnie Thomas; 18-031 Howard Day; 18-032 Rodrigo Ramos; 18-033 Daler Monroe Horton; 18-034 Maria Smith; 18-035 Santiago Rodriguez; 18-036 LaShyra Harris.

8. PUBLIC HEARINGS

8.A. Planning Case Number 17P-031 - Planned Unit Development (PUD)

- 8.A.1. A Motion To Reconsider The Prior Action Of City Council On Planning Case Number 17P-031. (Tarlton-Shannon/Yarbrough)

Motion was made by MPT Tarlton-Shannon, second by CM Maceo, to reconsider Planning Case Number 17P-031. The motion passed 6-1; CM Brown voted in opposition.

- 8.A.2. If Item 8.A.1 Is Approved, The Following Item Will Be Reconsidered By The City Council:

Consider for approval an Ordinance of the City of Galveston, Texas, creating a Planned Unit Development (PUD) overlay zoning district in a Commercial (C) base zoning district on property commonly known as 5327 Broadway and which is legally described as VY-HA RE-SUBDIVISION (2014) TRACT A, in the City and County of Galveston, Texas, in order to operate an "Auto Service/Fueling or Charging Station"; Planning Case number 17P-031; making various findings and provisions related to the subject; and providing for an effective date. (Tarlton-Shannon/Yarbrough)

Ordinance No. 18-020 was read by caption. Janice Norman provided staff comments. The public hearing was opened. Mr. Solaria, Marie Robb, and Beverly Pettywhite spoke in favor of the PUD; Elizabeth Beeton spoke in opposition. The public hearing was closed.

Motion was made by MPT Tarlton-Shannon, second by CM Maceo, to approve the ordinance.

In favor: Yarbrough, Tarlton-Shannon, Bly, Brown, Maceo, and Sunseri.

In opposition: CM Doherty.

Motion passes.

- 8.B. Conduct A Public Hearing And Consider For Approval The 2018 Community Development Block Grant (CDBG) And HOME Investment Partnership (HOME) Consolidated Program Objectives And Projects In The Total Amount Of \$1,346,427 (CDBG Allocation Of \$1,131,617 And HOME Allocation Of \$214,810) And CDBG And HOME Program Income Total Estimates Of \$60,000. The 2018 Allocations Are Based On The City's 2017 Funding Amounts. HUD 2018 Allocations Have Not Been Issued. Authorize The Adjustment Of The 2018 Project Funding Amounts Per The Percentage Of Increase Or Decrease In The HUD Final Allocations. Authorize The City Manager To File A Grant Application With The U.S. Department Of Housing And Urban Development And Execute All Necessary Contracts, Certifications, And Documents For The Programs. (S. Patrick)
Alice Law provided staff comments. The public hearing was opened; with no speakers the public hearing was closed. Motion was made by CM Sunseri, second by CM Bly, to approve. The motion passed 6-0; CM Maceo was not present for the vote.
- 8.C. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Approving A 380 Agreement For Property Commonly Known As 2010 Strand And Commonly Referred To As The "Hendley Market" And Legally Described As Lot 10, Block 680, In The City And County Of Galveston, Texas; Designating The City Manager To Execute Those Documents Necessary To Implement The 380 Agreement; Planning Case Number 17pa-076; Making Various Findings And Provisions Related To The Subject. (C. Gorman)

Ordinance No. 18-021 was read by caption. Catherine Gorman provided staff comments. The public hearing was opened. The owner Pat Smothers and Architect David Watson spoke in favor of the 380 Agreement. The public hearing was closed.

Motion was made by CM Brown, second by CM Sunseri, to approve the 380 agreement. The motion passed 6-0; CM Maceo was not present for the vote.

- 8.D. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Designating The Property Located At 2424 Avenue L, As A "Galveston Landmark", Property Is Legally Described As Lot 13, Block 84, In The City And County Of Galveston, Texas; Requesting The Historic Preservation Officer Record The Property's Landmark Designation In The Official Public Records Of Real Property In Galveston County, The Tax Records Of The City Of Galveston And The Central Appraisal District, And The Official Zoning Maps Of The City Of Galveston, Texas; Planning Case Number 18P-010; , Making Various Findings And Provisions Related To The Subject. (D. Lunsford)

Ordinance No. 18-022 was read by caption. Daniel Lunsford provided staff comments. The public hearing was opened. The owners Joan and Melody Oelze spoke in favor of the landmark designation. The public hearing was closed.

Motion was made by CM Brown, second by CM Sunseri, to approve the ordinance. The motion was approved 6-0; CM Bly was not present for the vote.

- 8.E. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Designating The Property Located At 5115 Avenue T And West Part Of Block 197 (197-0-2) Denver Resurvey, In The City And County Of Galveston, Texas, As A Historically Or Archeological Significant Site In Need Of Tax Relief To Encourage Its Preservation; Granting A Substantial Rehabilitation For Historic Property Tax Exemption; Designating The City Manager To Execute Those Documents Necessary To Implement The Tax Incentive Program; Planning Case Number 18LC-021; , Making Various Findings And Provisions Related To The Subject. (D. Lunsford)

Ordinance No. 18-023 was read by caption. Daniel Lunsford provided staff comments. The public hearing was opened; with no speakers the public was closed.

Motion was made by CM Doherty, second by CM Sunseri, to approve the ordinance. Unanimously approved.

- 8.F. An Ordinance Amending The 2015 Galveston Land Development Regulations

Consider for approval an Ordinance Of The City Of Galveston, Texas, Amending The 2015 Galveston Land Development Regulations, By Amending Article 2 "Uses And Supplemental Standards", Table 2.201 "Permitted Uses: Commercial Uses" And Division 2.300 "Standards For Limited And Specific Uses" By Providing Additional Standards For Commercial Lodging Pertaining To "Commercial Lodging (Hotel)" Facilities Located Within The Areas Of: A. Gateway - 59th To Blume Street Between Broadway Boulevard And Offat's Bayou/English Bayou; B. Seawall East - Inland Side Of Seawall Blvd. From Beach Drive To 6th St.; C. Seawall Core A - Inland Side Of Seawall Blvd. From 6th Street to 45th St.; D. Seawall Core B - Inland Side of Seawall Blvd. From 45th Street to 61st St.; E. Seawall West - Inland Side of Seawall Blvd. From 61st Street to Cove View Blvd.; F. Seawall West To 11 Mile - The Area South Of Stewart Road from Cove View Blvd. To 11 Mile Rd.; G. Southside of Seawall Blvd. From 12th Street To The Easternmost Point Of Galveston Island; Planning Case Number 18ZA-002; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date. (C. Gorman)

Ordinance No. 18-024 was read by caption. Catherine Gorman provided staff comments. The public hearing was opened; with no speakers the public hearing was closed.

Motion was made by CM Maceo, second by CM Sunseri, to approve the ordinance. Unanimously approved.

- 8.G. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The 2015 Galveston Land Development Regulations, Article 5: Section 5.109, "Signs In Central Business (CB), Urban Neighborhood (UN) And Traditional (TN) Districts"; To Modify The Allowable Signage In The Central Business (CB) Zoning District; Planning Case Number 18ZA-001; Making Various Findings And Provisions Related To The Subject. (C. Gorman)

Ordinance No. 18-025 was read by caption. Catherine Gorman provided staff comments. The public hearing was opened. Owner of Stuttgarten Derek Groenewold spoke in favor of the amendment. The public hearing was closed.

Motion was made by CM Maceo, second by CM Brown, to approve the ordinance. Unanimously approved.

- 8.H. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The 2015 Galveston Land Development Regulations (LDRs), As Amended, To Update, Revise And Clarify Certain Provisions Regulating Land Development Within The City; Making Various Findings And Provisions Related To The Subject; Planning Case Number 17ZA-004. (A. Montalvan)

Ordinance No. 18-026 was read by caption. Adriel Montalvan provided staff comments. The public hearing was opened. Rocky Sullivan, Marie Robb, Elizabeth Beeton, and Greg Pappus spoke in favor of the ordinance.

Motion was made by Mayor Yarbrough, second by CM Brown, to approve the ordinance. Unanimously approved.

9. PUBLIC COMMENT

Agenda items - Marie Robb commented on the beach access committee.

10. ORDINANCES (NOT REQUIRING PUBLIC HEARINGS)

- 10.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending Chapter 33, "Taxation" Of "The Code Of The City Of Galveston 1982, As Amended" By Amending The Regulations Of Appointments Of The Arts And Historical Preservation Advisory Board; Making Various Findings And Provisions Related To The Subject And Providing For An Effective Date. (Brown/Yarbrough)

Ordinance No. 18-027 was read by caption. Motion was made by CM Brown, second by CM Maceo, to approve the ordinance with amendments as outlined in today's workshop. Unanimously approved.

- 10.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending Chapter 34, "Traffic" Of "The Code Of The City Of Galveston 1982, As Amended" By Removing The Streets Of The North Side Of 9th Through 11th Streets On Avenue M From The List Of Areas Requiring A Residential Parking Permit; Making Various Findings And Provisions Related To The Subject And Providing For An Effective Date. (K. Hockersmith)

Ordinance No. 18-028 was read by caption. Motion was made by CM Bly, second by CM Brown, to approve the ordinance with amendments as outlined in today's workshop. Unanimously approved.

- 10.C. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending Section 2-22 "Personnel Rules And Regulations" Of Chapter 2 "Administration" Of "The Code Of The City Of Galveston 1982, As Amended," By Making Changes To Chapter 23 "Vacation" And Chapter 24 "Sick Leave"; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date. (K. Etienne)

Ordinance No. 18-029 was read by caption. Motion was made by CM Sunseri, second by CM Bly, to approve the ordinance. Unanimously approved.

- 10.D. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Specifying The Number Of Classified Civil Service Fire Department Personnel Positions To 112; Increasing The Number Of Battalion Chief Positions From 6 To 7; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date. (K. Etienne)

Ordinance No. 18-030 was read by caption. Motion was made by Mayor Yarbrough, second by CM Bly, to approve the ordinance. Unanimously approved.

- 10.E. Flood Ordinances - Please See Description

Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending Chapter 10, "Building Code," Section 10-2.1, "Local Building Code Amendments And Supplements Thereto", By Removing Appendix 'P', "Flood Damage Prevention" And Amending Section 10-41, "Amendments To The 2012 International Residential Code", By Removing Appendix 'T', "Galveston Flood Ordinance", As These Regulations Have Been Updated And Are Now Chapter 10, Article VIII, "City Of Galveston Flood Damage Prevention Ordinance"; Repealing All Other Ordinances Or Parts Of Ordinances In Conflict Herewith; Making Various Findings And Provisions Related To The Subject. (D. Ewald And T. Tietjens)

Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending Chapter 10, "Building Code" Of The Code Of The City Of Galveston, 1982, As Amended", By Adding Article VIII, "City Of Galveston Flood Damage Prevention Ordinance"; Providing For Regulations Pertaining To Flood Damage Prevention; Providing For Penalty Provisions And An Effective Date And Making Various Findings And Provisions Related To The Subject. (D. Ewald And T. Tietjens)

Ordinance No. 18-031 and 18-032 were read by caption. Motion was made by Mayor Yarbrough, second by CM Sunseri, to approve the ordinances. Unanimously approved.

11. CONSENT ITEMS

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

Motion was made by Mayor Yarbrough, second by CM Bly, to approve items 11A through 11FF. Unanimously approved.

- 11.A. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas Temporarily Authorizing Overnight Camping At R. A. Apffel Park During The 2018 Jeep Go Topless Day Event On The Weekend Of May 18-20, 2018; Providing For Findings Of Fact And Providing For An Effective Date. (Brown/Yarbrough)
- 11.B. Consider For Approval A Resolution Of The City Of Galveston, Texas, Finding That Centerpoint Energy Houston Electric LLC's Application For Approval To Amend Its Distribution Cost Recovery Factor Pursuant To 16 Tex Admin Code §25.243 To Decrease Distribution Rates Within The City Should Be Denied; Finding That The City's Reasonable Rate Case Expenses Shall Be Reimbursed By The Company; Finding That The Meeting At Which This Resolution Is Passed Is Open To The Public As Required By Law; Requiring Notice Of This Resolution To The Company And Legal Counsel. (Legal)
- 11.C. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Acknowledging The Communication From The Public Utility Commission Of The State Of Texas Related To The Increase Of Maximum Access Line Rates; Accepting The Increase Calculated By The Commission; Directing Staff To Take No Action Related To The Increase; Providing For Findings Of Fact And For An Effective Date. (Legal)
- 11.D. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Approving An Advanced Funding Agreement Between The City Of Galveston And The Texas Department Of Transportation For The Galveston Bicycle Network Accepting Federal Funds Not To Exceed \$286,418,

Accepting State Funds Not To Exceed \$1,993, With The Local Share Cost Not To Exceed \$71,605; Authorizing The City Manager To Execute The Agreement And All Other Necessary Documents Upon Final Approval By The City Attorney; Directing The City Secretary To Send A Certified Copy Of This Resolution To The Texas Department Of Transportation; Providing For Findings Of Fact And For An Effective Date. (D. Christodoss)

- 11.E. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Confirming That The City Of Galveston Chooses To Be Recognized As The Direct Recipient Of Urbanized Area Funding From The Federal Transit Administration, And That Galveston Island Transit, The Public Transportation Department Of The City, Shall Administer Said Funds For Public Transportation Purposes, And Declaring Findings Of Fact And Providing For An Effective Date. (R. Beverlin)
- 11.F. Consider For Approval Ratifying Amendments To Article 12 "Uniform Reimbursement And Assignment Pay" And Article 22 "Entry Level Hiring" Of The 2016-2019 Collective Bargaining Agreement Entered Into By And Between The City Of Galveston And The Galveston Municipal Police Association. (B. Maxwell/K. Etienne)
- 11.G. Consider For Approval To Authorize The City Manager Or His Designee To Execute A Certification Of Consistency With The City's Consolidated Plan (HUD Form-50077-SL) For The Galveston Housing Authority. (S. Patrick)
- 11.H. Consider For Approval An Economic Development Agreement Between The Industrial Development Corporation And The City Of Galveston For Improvements And Maintenance Of Such Improvements Along And Adjacent To 'West' Market Street (From 25th To 33rd Street). (B. Cook)
- 11.I. Consider For Approval, The Release And Lease Termination Agreement Between The City Of Galveston And C. G. Dibrell III, Terminating The Current Lease Agreement Dated March 1, 2007, And Approving A New Thirty (30) Year Aviation Ground Lease For 5,820 Sq. Ft. Of Land, Upon Approval As To Form By The City Attorney (M. Shahan)
- 11.J. Consider For Approval The Awarding Of Request For Proposal 17-26A To Tipler Meter Testing /Accurate Meter Testing. (M. Loftin)
- 11.K. Consider For Approval Of The Purchase Of Twenty Five (25) Security DVR Systems For The Island Transit Bus Fleet To Be Purchased From Safety Vision Through Texas Smart Buy For A Total Price Of \$54,640.54 Which Will Be Funded By Two 80/20 Federal Grants With TDC's Being Utilized For The Local Match. (D. Smith)
- 11.L. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Service Vehicle And Associated Equipment (Ford Transit Van) From Silsbee Ford Through HGAC Buy, For A Total Price Of \$31,682 Which Will Be Funded From The Vehicle Capital Outlay Account. (D. Smith)
- 11.M. Consider For Approval Allowing The Fleet Facility To Purchase The Listed Service Vehicle And Associated Equipment (Ford Fusion) From Silsbee Ford Through Buy Board, For A Total Price Of \$18,553 Which Will Be Funded From The Public Access Channel Fund, And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. (D. Smith)
- 11.N. Consider For Approval Allowing The Fleet Facility To Purchase The Listed Service Vehicles And Associated Equipment (Four Ford F150 Responders) From Silsbee Ford Through Buy Board, For A Total Price Of \$215,960 Which Will Be Funded From The Vehicle Capital Outlay Account. (D. Smith)
- 11.O. Consider For Approval Authorizing Payment To The Galveston County Emergency Communication District For The Police Department's Annual Radio Airtime Fees In The Amount Of \$29,790.00. (V. Hale)
- 11.P. Consider For Approval The Acceptance Of A \$20,000.00 Donation To The Galveston Fire Department From The William C And Jane Elton Family Fund For The Purchase Of New Thermal Imaging Cameras.

(M. Wisko)

- 11.Q. Consider For Approval The Acceptance A (3) Year Contract With (2) One Year Extensions With Land & Sea Services Inc., For Bid #18-014, Standby Emergency Generator Services. (C. Kenworthy)
- 11.R. Consider For Approval The Acceptance Of A Proposal From Climatec LLC For Building Automation System Upgrades At City Hall And McGuire Dent Recreation Center, Including The Installation Of New Building Controls At Wright Cuney Recreation Center Utilizing Buy Board Contract #458-14. (C. Kenworthy)
- 11.S. Consider For Approval Allowing Cavanaugh To Perform A Non-Revenue Water Analysis Study For The City Of Galveston's Water System At A Cost Of \$26,000.00. (A. Grasso)
- 11.T. Consider For Approval Awarding The Construction Contract To RJN Group For \$34,010 For Mobilization And Performance Of Condition Assessment Including Field Leak Detection Services On The 30 Inch Offats Bayou Waterline. (D. Christodoss)
- 11.U. Consider For Approval Change Order #3 From Triple B Services, LLC, For The Sealy Avenue Improvements From 33rd To 25th Project, Increasing The Contract Amount From \$2,532,716.77 By \$48,187.03 To The New Cost Of \$2,580,903.80, And Increasing The Term By 21 Days To A New Term Of 362 Calendar Days. The Funding Source Will Be The CDBG Disaster Recovery Non-Housing Round 2.2 Program. (R. Blackketter)
- 11.V. Consider For Approval Change Order #4 For The Contract With Lucas Construction Co., Inc., For The 51st Street Improvements From Broadway To Postoffice, Increasing The Contract From \$1,391,970.80 By The Amount Of \$8,513.70 To A New Cost Of \$1,400,484.50, And Increasing The Term By 73 Days To A New Term Of 325 Calendar Days. The Funding Source Will Be The CDBG Disaster Recovery Non-Housing Round 2.2 Program. (R. Blackketter)
- 11.W. Consider For Approval Change Order No. 2 To The Contract With J. W. Kelso Company, Inc., For The Rehabilitation Of Ground Storage Tanks At 30th Street Project, Increasing The Contract From \$631,669.00 By The Amount Of \$8,077.00 To A New Cost Of \$639,746.00. The Funding Source Will Be The CDBG Disaster Recovery Non-Housing Round 2.2 Program. (R. Blackketter)
- 11.X. Consider For Approval Of Change Order #1 From Texas Gulf Construction Co., For The Travel Air Bridge Replacement Project, Decreasing The Contract From \$1,168,271.35 By The Amount Of \$167,650.19 To A New Cost Of \$1,000,621.16 And Increasing The Term Of The Contract By 30 Days To A Total Of 240 Calendar Days. (R. Blackketter)
- 11.Y. Consider For Approval Of Change Order #1 To The Contract With Triple B Services, L.L.P., For The 33rd Street Improvements From Broadway Avenue To Harborside Drive Project Increasing The Contract Amount From \$813,175.00 By \$58,713.46 To The New Cost Of \$871,888.46, And Increasing The Term By 62 Days To A New Term Of 212 Calendar Days. (R. Blackketter)
- 11.Z. Consider For Approval Of Change Order No. 1 To The Contract With Brunel Industrial & Pipeline Services, LLC, For The Rehabilitation Of Ground Storage Tanks At 59th Street Project, Increasing The Contract By \$658,906.67 From The Amount Of \$6,477,984.36 To A New Total Amount Of \$7,136,891.03, And Extending The Contract Term By 107 Days. The Funding Source Will Be The CDBG Disaster Recovery Non-Housing Round 2.2 Program. (R. Blackketter)
- 11.AA. Consider For Approval Of The Low Responsive Bidder (BID #18-017) Tucon, LLC, For The 30th Street Tank Demolition Project In The Amount Of \$612,987.10. The Funding Source Will Be The CDBG Disaster Recovery Non-Housing Round 2.2 Program. (R. Blackketter)
- 11.BB. Consider For Approval Ratifying The City Manager's Authorization Of The Emergency Remediation Of A Fuel Storage Tank From The Right-Of-Way At 26th Street And Avenue M By EFI Global, And Authorizing Payment For This Service In The Amount Of \$19,235.20. The Funding Source Will Be The

CDBG Disaster Recovery Non-Housing Round 2.2 Program. (R. Blackketter)

- 11.CC. Consider For Approval An Expenditure From District 5 Neighborhood Funds Of Up To \$6,000.00 For The Installation Of Asphalt Along 77th Street And Channelview Drive To Join The New Gutter Pan To The Existing Street. (Tarlton-Shannon/Yarbrough)
- 11.DD. Consider For Approval The Renewal Of The Oracle Software Maintenance Contract For \$ 22,275.01. (H Dean)
- 11.EE. Receive And File The Following Items:
- 11.FF. Consider For Approval Minutes Of The March 22, 2018 Workshop And Regular Meeting. (J. Williams)

12. ACTION ITEMS

- 12.A. Discuss And Consider For Action Amending Resolution NO. 18-016 , The Beach Access And Dune Protection Plan Review Ad Hoc Committee By Amending The Membership And Qualifications Criteria Of The Committee. (Legal)
Motion was made by Mayor Yarbrough, second by CM Doherty, to approve the amended Resolution. Unanimously approved.

13. ADJOURNMENT

The meeting was adjourned at 4:22 p.m.

Janelle Williams, City Secretary

Date Approved:

DRAFT
MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
SPECIAL MEETING - MAY 15, 2018

5/15/2018 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER
With a quorum present, the meeting was called to order at 10:00 a.m.
2. ROLL CALL
Present: Mayor James Yarbrough, Mayor Pro Tem Terrilyn Tarlton-Shannon, Council Member Amy Bly, Council Member Craig Brown, Council Member Frank Maceo, Council Member Mike Doherty, and Council Member Carolyn Sunseri.
3. PUBLIC COMMENT
None.
4. ACTION ITEMS
 - 4.A. Consider For Approval An Ordinance Of The City Council Of The City Of Galveston, Texas, Canvassing The Returns Of The General Election Held On May 5, 2018; Officially Declaring The Results Of The Election; Declaring The Regularity And Legality Of The Election; Directing The City Secretary To Prepare The Election Register And To Preserve The Election Records; Providing For Findings Of Fact And Providing For An Effective Date.
Ordinance No. 18-033 was read by caption. Motion was made by CM Brown, second by CM Bly, to approve the ordinance. Unanimously approved.
 - 4.B. Consider For Approval An Ordinance Of The City Council Of The City Of Galveston, Texas, Ordering A Runoff Election To Be Held In The City Of Galveston On June 16, 2018, For The Purpose Of Electing A City Councilmember To District Five (5); Providing For The Means And Method Of Carrying Out Said Election; Designating Hours For Voting; Providing Bilingual Election Requirements; Designating Polling Places; Providing For Early Voting; Providing For Notice Of The Runoff Election; Providing For A Severability Clause; Providing An Open Meetings Clause; Providing A Savings Clause; Declaring Findings Of Fact; And Providing For An Effective Date.
Ordinance No. 18-034 was read by caption. Motion was made by CM Maceo, second by MPT Tarlton-Shannon, to approve the ordinance. Unanimously approved.
 - 4.C. Recognition Of Service By Outgoing Council Members

Council Members Maceo, Doherty, and Sunseri were recognized for their service on the City Council.

Mayor Yarbrough reported on the Council's accomplishments over the past four years.
 - 4.D. Administer The Oath Of Office To Elected City Council Members
Oaths of Office were administered to newly elected Council Members David Collins, Jason Hardcastle, and Dr. Jackie Cole.
 - 4.E. Consideration Of Approval Of Recommendation To Designate JLL Valuation And Advisory Services LLP As A Qualified Vendor For The Provisions Of Real Estate Appraisals Required For Federally Funded Projects. (D. Glywasky)
Motion was made by Mayor Yarbrough, second by CM Brown, to approve the designation of JLL Valuation and Advisory Services, LLP as a qualified vendor for the provisions of real estate appraisals required for federally funded projects. Unanimously approved.

5. ADJOURNMENT

The meeting was adjourned at 10:45 p.m.

Janelle Williams, City Secretary

Date Approved: