

**NOTICE OF MEETING
CITY COUNCIL OF THE CITY OF GALVESTON
THURSDAY - JANUARY 24, 2019 - 1:15 P.M.
COUNCIL CHAMBERS - CITY HALL
823 ROSENBERG, GALVESTON, TEXAS
TELEPHONE: (409) 797-3510**

REGULAR MEETING AGENDA

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER
2. ROLL CALL
3. INVOCATION
 Captain W. Patrick Jones - Salvation Army
4. PLEDGE OF ALLEGIANCE
 - American Flag
 - Texas Flag - *Honor the Texas Flag. I pledge allegiance to thee, Texas, one state, under God, one, and indivisible.*
5. CONFLICTS OF INTEREST
6. PRESENTATIONS/REPORTS OF COUNCIL, OFFICER BOARDS, AND CITY MANAGER
 - 6.A. Pursuant To Texas Government Code Section 551.0415, The City Council May Report On Any Of The Following Items:
 1. Expressions of thanks, gratitude, and condolences
 2. Information regarding holiday schedules
 3. Recognition of individuals
 4. Reminders regarding City Council events
 5. Reminders regarding community events
 6. Health and safety announcement
7. COMMUNICATIONS AND PETITIONS
8. PUBLIC HEARINGS
 - 8.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Changing The Zoning From Residential, Single-Family (R-1) Zoning District To Residential, Single-Family (R-0), Zoning District On Properties Commonly Known As 1 - 59 Adler Circle. The Properties Are Legally Described As Lots 1 – 48, Westwood Subdivision, In The City And County Of Galveston, Texas. (A. Montalvan)

Documents:

[19P-001 - CC STF PKT W ORDINANCE.PDF](#)
 - 8.B. Change Of Zoning From Residential, Townhouse (R-2-HDDZ-1) To Residential, Single

Family (R-1-HDDZ-1). Planning Case Number 18P-059.

Consider for Approval An Ordinance Of The City Of Galveston, Texas, Changing The Zoning From Residential, Townhouse (R-2-HDDZ-1) To Residential, Single Family (R-1-HDDZ-1) Zoning District On Properties Commonly Known As 1010 Commodore, 1014 Commodore, 1020 Commodore, 8415 Teichman Road, 8407 Teichman Road, 8403 Teichman Road, 8309 Teichman Road, 1003 Lillian, 1006 Lillian, 1007 Lillian, 1010 Lillian, 1011 Lillian, 1014 Lillian, 1015 Lillian, 1018 Lillian, 1022 Lillian, And 1026 Lillian. The Properties Are Legally Described As Abstract 121 Page 71 Part Of Lot 523 (523-14) Trimble & Lindsey Section 1, Abstract 121 Page 71 Part Of Lot 523 (523-15) Trimble & Lindsey Section 1, Abstract 121 T & L & Hall & Jones Survey Part Of Lot 523 (523-16) Trimble & Lindsey Section 1, Abstract 121 Page 71 Part Of Lot 523 (523-17) Trimble & Lindsey Section 1 Aka Lot 15, Abstract 121 Page 71 Part Of Lot 523 (523-20) Trimble & Lindsey Section 1 AKA: Tract 18 Special Subdivision, Abstract 121 Hall & Jones Survey Landscape Reserve A (0-1) Old Galveston Villas Replat (2005), Abstract 121 Hall & Jones Survey Lot 1 Old Galveston Villas Replat (2005), Abstract 121 Hall & Jones Survey Lot 2 Old Galveston Villas Replat (2005), Abstract 121 Hall & Jones Survey Lot 3 Old Galveston Villas Replat (2005), Abstract 121 Hall & Jones Survey Lot 4 Old Galveston Villas Replat (2005) Undivided 1/2 Interest, Abstract 121 Hall & Jones Survey Lot 5 Old Galveston Villas Replat (2005), Abstract 121 Hall & Jones Survey Lot 6 Old Galveston Villas Replat (2005), Abstract 121 Hall & Jones Survey Lot 7 Old Galveston Villas Replat (2005), Abstract 121 Hall & Jones Survey Lot 8 Old Galveston Villas Replat (2005), Abstract 121 Hall & Jones Survey Park Reserve B (0-2) Old Galveston Villas Replat (2005), Abstract 121 Hall & Jones Survey Lot 9 Old Galveston Villas Replat (2008), And Abstract 121 Hall & Jones Survey Lot 10 Old Galveston Villas Replat (2008), In The City And County Of Galveston, Texas. Planning Case Number 18P-059; Making Various Findings And Provisions Related To The Subject. (D. Lunsford)

Documents:

[18P-059_CC PKT.PDF](#)

- 8.C. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Changing The Zoning From Residential, Single Family (R-1) To Commercial (C) Zoning District On Properties Commonly Known As 21418 FM 3005 And Adjacent Tract To The North. The Properties Are Legally Described As Abst 121, Page 19, East Part Of Lot 1 (1-3), Seabird Acres, And Abst 121, Page 19, Lot 2, Seabird Acres, Both In The City And County Of Galveston, Texas; Planning Case Number 18P-061; Making Various Findings And Provisions Related To The Subject. (D. Lunsford)

Documents:

[18P-061 CC RPT.PDF](#)

- 8.D. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Designating The Property Located At 514 18th Street, As A "Galveston Landmark", Property Is Legally Described As Lot 14 (14-2), Block 437, 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 19P-002; Making Various Findings And Provisions Related To The Subject. (C. Gorman)

Documents:

9. PUBLIC COMMENT

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

10. ORDINANCES (NOT REQUIRING PUBLIC HEARINGS)

- 10.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The Code Of The City Of Galveston, 1982 As Amended, By Amending Chapter 36, "Water, Sewers And Sewage Disposal"; Providing For Water And Sewer System Rates And Charges; Providing For Severability; Providing For The Repeal Of All Or Parts Of Ordinances In Conflict Herewith; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date. (M. Loftin)

Documents:

[WATER RATE AMENDS - CHAPTER 36 - 2019.DOCX](#)
[WATER RATE STAFF REPORT 1-24-2019.DOCX](#)
[STANTEC CONSULTING WATER AND SEWER RATE REVIEW JANUARY 2019.PDF](#)

- 10.B. Consider For Approval An Ordinance Authorizing The Issuance And Sale Of The City Of Galveston, Texas, Combination Tax And Revenue Certificates Of Obligation, Series 2019; Providing For The Security And Payment Thereof; Authorizing The Execution And Delivery Of A Purchase Agreement And A Paying Agent/Registrar Agreement; And Enacting Other Provisions Relating Thereto. (M. Loftin)

Documents:

[FINAL 2019 WATER AND SEWER COS STAFF REPORT 1-24-2019.PDF](#)
[ATTACHMENT A - RESOLUTION 18-056 - 12-17-2018 - PUBLICATION OF NOTICE - WATER AND SEWER CO SALE.PDF](#)
[ATTACHMENT B - 2019 WATER AND SEWER COS NEWSPAPER ADS REQUIRED BY STATE LAW.PDF](#)
[ATTACHMENT C - 2019 WATER AND SEWER COS PRELIMINARY OFFICIAL STATEMENT.PDF](#)
[ATTACHMENT D - 1029 WATER AND SEWER COS SCHEDULE.PDF](#)
[ATTACHMENT E - PRELIMINARY 2019 CO SALE FINANCIAL SUMMARY JANUARY 9 2019.PDF](#)
[ATTACHMENT F - WATER AND SEWER RATE STUDY BY STANTEC.PDF](#)
[ATTACHMENT G - 2019 WATER AND SEWER CERTIFICATES OF OBLIGATION ORDINANCE 1-15 2019.PDF](#)
[FITCH 2019 WATER AND SEWER COS RATING 1-22-2019.PDF](#)
[MOODY'S CREDIT OPINION - 2019 WATER AND SEWER COS.PDF](#)
[MOODY'S PRESS RELEASE -2019 WATER AND SEWER COS.PDF](#)

- 10.C. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The Total Operating Budget For Fiscal Year Ending September 30, 2018, By Adjusting Various Budget Accounts In The Amount Of Three Hundred Ninety-Three Thousand Two Hundred Forty-Four Dollars (\$393,244) To Adjust And Properly Record For Expenses In Connection With Island Transit Operating Expenditures; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date. (M. Loftin)

Documents:

[BUDGET AMENDMENT FY18 NO. 3 STAFF REPORT.DOCX](#)
[BUDGET AMENDMENT NO. 3 ORDINANCE.DOCX](#)

[FY18 BUDGET AMENDMENT NO. 3.PDF](#)

- 10.D. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The Total Operating Budget For Fiscal Year Ending September 30, 2019, By Adjusting Various Budget Accounts In The Amount Of Thirteen Million Five Hundred Thousand Dollars (\$13,500,000) To Adjust And Properly Record For Operating Transfers And Recording Expenditures In Connection With The Legal Settlement With Cdm Smith; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date. (M. Loftin)

Documents:

[BUDGET AMENDMENT FY19 NO 1 STAFF REPORT.DOCX](#)
[BUDGET AMENDMENT NO. 1 ORDINANCE.DOCX](#)
[GALVESTON AGREEMENT 12-29-2018 FULLY EXECUTED.PDF](#)

- 10.E. Special Election On May 4, 2019 - Seawall Parking
Consider For Approval An Ordinance Of The City Council Of The City Of Galveston, Texas, Ordering And Calling A Special Election To Be Held In The City On May 4, 2019, To Determine Whether To Extend The Imposition Of A Fee For Parking A Motor Vehicle On Seawall Boulevard Between The Hours Of 10:00 A.M. And 6:00 P.M. Daily, To Be Collected By A Paid Parking System With Use Of The Proceeds Restricted To Funding Seawall Enhancements, Including But Not Limited To Lighting, Bathrooms, Showers, Landscaping, Maintenance, And Litter Control, With The Creation Of A Reserve For The Replacement Of Capital Improvements On The Seawall And 10% Of The Proceeds For Administrative Costs, All In Accordance With State Law; And Giving The City Council Authority To Increase The Fee For Parking A Motor Vehicle On Seawall Boulevard To An Amount Of \$2.00 Per Hour, With A Minimum Purchase Of 2 Hours, And Not To Exceed \$16.00 Per Day, And An Annual Permit Not To Exceed \$45.00, Until December 31, 2029 Unless Otherwise Renewed Or Amended By A Majority Of Qualified Voters; Authorizing The City Manager To Execute An Election Services Agreement With Galveston County To Hold And Conduct This Election; Designating The Polling Places; Designating Hours For Voting; Providing For Publication Of Notice Of The Election; Providing Bilingual Election Requirements; And Containing Other Provisions Related Thereto.

Documents:

[FINAL ELECTION ORDER 2019 - SEAWALL PARKING.DOC](#)

- 10.F. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending Chapter 34 "Traffic" Article Iii- "Vehicle Operation" Of The Code Of The City Of Galveston, 1982, As Amended By Adding Regulations For The Safe Passage By Motorists Of "Vulnerable Road Users", Providing Definitions", Requiring Safe Passage Speed And Minimum Distance Motorists Must Maintain While Passing Vulnerable Road Users; Prohibiting The Throwing Of Any Object At A Vulnerable Road User, The User's Equipment Or Other Intimidating Maneuvers; Amending Chapter 9, "Bicycles" To Require Bicycles To Have A Rear Facing Red Light; Providing For Penalties; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date. (Legal)

Documents:

[SAFE PASSING ORDINANCE - DRAFT.DOCX](#)

- 10.G. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending "The Code Of The City Of Galveston 1982, As Amended," Chapter 20.5-17 "Mardi Gras" Article Ix- "Entertainment Areas" To Ensure Reasonable Access For Residents As Well

As Employers And Their Employees Living And/Or Working Within The Entertainment Area, And Otherwise Providing For A Reasonable Admission Fee To The Entertainment Area; Repealing All Other Ordinances Or Parts Of Ordinances In Conflict Herewith; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date. (Legal)

Documents:

[MARDI GRAS ENTRY FEE AND EMPLOYEE RESIDENCE PASSES.DOCX](#)

- 10.H. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending "The Code Of The City Of Galveston 1982, As Amended," Chapter 20.5 "Mardi Gras" By Allowing Overnight Parking And/Or Overnight Camping On Seawall Blvd During The First Weekend Of Mardi Gras; Increasing The Parking Fine Provision From Fifty (\$50.00) Dollars To Two Hundred And Fifty (\$250.00) Dollars (Per Night), For Overnight Parking Violations During The Preceding Monday Through Thursday Of The First Weekend Of Mardi Gras; Repealing All Other Ordinances Or Parts Of Ordinances In Conflict Herewith; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date. (D. Smith)

Documents:

[MARDI GRAS STAFF REPORT.PDF](#)

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

- 10.I. Amendments To Dune Protection And Beach Access Plan (Chapter 29 Of Municipal Code). Planning Case Number 19PA-004
Consider For Approval An Ordinance Of The City Of Galveston, Texas, To Approve A Text Amendment To The City's Dune Protection And Beach Access Plan / Amending "The Code Of The City Of Galveston 1982, As Amended" Chapter 29, "Planning - Beach Access Dune Protection And Beach Front Construction" In Order To Replace Maps in "Exhibit B: Dune Conservation Area and Enhance Construction Zone"; To Modify the Building Requirements Section Regarding Ground-Level Enclosures To Be Consistent With The Erosion Response Plan; To Increase The Beach User Fee Rates for Seawall Beach Urban Park; And To Authorize The City To Submit The Text Amendment To The Texas General Land Office For Its Consideration And Certification; Planning Case Number 19PA-004; Making Various Findings And Provisions Related To The Subject. (D. Henry)

Documents:

[2019-01-24 DRAFT CITY OF GALVESTON DUNE PROTECTION AND BEACH ACCESS PLAN.PDF](#)

[AMEND CHAP 29, - GLO AMENDS AND BEACH USER FEES -2019.DOCX](#)
[19PA-004 - 2019-01-24 COUNCIL STF RPT.PDF](#)

11. CONSENT ITEMS

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

- 11.A. Consider For Approval A Contract For Election Services Between The City Of Galveston And Galveston County For The Purposes Of Holding A Special Election On May 4, 2019. (J. Williams)

Documents:

[STAFF REPORT--ELECTION CONTRACT 2019.DOCX](#)

FINAL CONTRACT FOR ENTITY ELECTION SERVICES ADJ FOR MAY 2019
ENTITY.DOCX

- 11.B. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Acknowledging That Assessment And Collection Services Will Be Performed By The Galveston County Tax Assessor For The Year 2019; Providing For Findings Of Fact And Providing For An Effective Date. (Legal)

Documents:

DESIGNATION OF TAX-ASSESSOR COLLECTOR 2019.DOC
TAX-ASSESSOR COLLECTOR - EXHIBIT A.PDF

- 11.C. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Authorizing The City Manager To Approve And Execute The Agreement For Funding The Rehabilitation Of The Air Traffic Control Tower (The "Project") Between The City, The Tax Increment Reinvestment Zone 14 (TIRZ 14) And The Galveston Island Redevelopment Authority (RDA) In The Amount Of \$402,236.00 (M. Shahan).

Documents:

STAFF REPORT - TIRZ 14 AND RDA FUNDING AGREEMENT FOR THE
ATCT REHABILITATION PROJECT.PDF
TIRZ 14 FUNDING AGREEMENT - AIR TRAFFIC CONTROL PROJECT.PDF
RESOLUTION AIR TRAFFIC CONTROL TOWER FUNDING
AGREEMENT.DOCX

- 11.D. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Authorizing The City Manager To Approve And Execute The Agreement For Funding 10% Of The Scholes International Airport 2019 Projects (The "Project") Between The City, The Tax Increment Reinvestment Zone 14 (TIRZ 14) And The Galveston Island Redevelopment Authority (RDA) In The Amount Of \$52,500.00 (M. Shahan).

Documents:

STAFF REPORT - TIRZ 14 AND RDA FUNDING AGREEMENT FOR THE
TXDOT GRANT MATCH FOR THE AIRPORT MASTER PLAN AND
ENGINEERING PROJECT.PDF
TIRZ 14 FUNDING AGREEMENT - AIRPORT MASTER PLAN AND
ENGINEERING PROJECT.PDF
RESOLUTION MASTER PLAN AND ENGINEERING.DOCX

- 11.E. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Authorizing The City Manager To Approve And Execute The Agreement For Funding The Material Cost Of Repaving The Scholes International Airport Terminal Pavement Project (The "Project") Between The City, The Tax Increment Reinvestment Zone 14 (TIRZ 14) And The Galveston Island Redevelopment Authority (RDA) In The Amount Of \$32,000.00 (M. Shahan).

Documents:

STAFF REPORT - TIRZ 14 AND RDA FUNDING AGREEMENT FOR THE
MATERIAL COST FOR TERMINAL PAVEMENT REHABILITATION.PDF
TIRZ 14 FUNDING AGREEMENT - REHAB OF THE TERMINAL PARKING
LOT PROJECT.PDF
RESOLUTION TERMINAL PAVEMENT PROJECT.DOCX

- 11.F. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Authorizing The City Manager To Approve And Execute The Agreement For Funding 10% Of The Scholes International Airport 2018 Capital Improvement Pavement Projects (The "Project") Between The City, The Tax Increment Reinvestment Zone 14 (TIRZ 14) And The Galveston Island Redevelopment Authority (RDA) In The Amount Of \$118,000.00 (M. Shahan).

Documents:

[STAFF REPORT - TIRZ 14 AND RDA FUNDING AGREEMENT FOR TXDOT GRANT 1812GLVSN AIRPORT PARTICIPATION AGREEMENT FUNDING INCREASE.PDF](#)
[TIRZ 14 FUNDING AGREEMENT - AMENDED AIRPORT CAPITAL IMPROVEMENT PROJECT.PDF](#)
[RESOLUTION 2018 CAPITAL IMPROVEMENTS PAVEMENT PROJECT.DOCX](#)

- 11.G. Consider For Approval A Bid From Lead Based Paint Services, LLC DbA Integrity Lead Based Paint Services In The Amount Of \$24,500.00 To Provide Lead-Based Paint Remediation Services At 1611 – 39th Street. Funding Is From HOME Investment Partnership Funds. Authorize The City Manager To Execute All Necessary Documents Upon Final Approval Of The City Attorney. (A. Law)

Documents:

[1611-39TH STREET STAFF REPORT.PDF](#)

- 11.H. Consider For Approval A 2-Year Extension From Republic Services To Provide Containers And Transport Dewatered Wastewater Sludge. (A. Grasso)

Documents:

[REPUBLIC SERVICES CITY COUNCIL STAFF REPORT TO TRANSPORT DEWATERED SLUDGE - 2019 BUDGET YEAR.DOCX.PDF](#)
[CONTRACT AMENDMENT 1 REPUBLIC SERVICES RFP 15-13 SLUDGE HAULING.PDF](#)
[COG-CON-16-032 REPUBLIC SERVICES CONTRACT SLUDGE HAULING.PDF](#)
[RFP 15-13 SLUDGE HAULING_201505141551403530.PDF](#)

- 11.I. Consider For Approval The Proposal From Dannenbaum For Broadway Drainage Study To Support TXDOT Overlay Including Bridge Blocks And Drainage Crossings Upgrades Including Construction Plans For 48th Street At A Cost Not To Exceed Of \$187,599. (D. Christodoss)

Documents:

[DANNENBAUM-BROADWAY DRAINAGE-CONTRACTPROPOSAL.PDF](#)
[DANNENBAUM-BROADWAY DRAINAGE-STAFF REPORT.DOCX](#)

- 11.J. Consider For Approval Change Order #1 For The Contract With General Contractor Services, For The Neighborhood Improvements Project, Decreasing The Contract From \$362,046.50 By The Amount Of \$32,570.25 To A Final Cost Of \$329,476.25. (R. Blacketter)

Documents:

[GCS - NEIGHBORHOOD IMP - CO1 \(FINAL\).PDF](#)

- 11.K. Consider For Approval Of Change Order No. 5 To The Contract With Brunel Industrial & Pipeline Services, LLC, For The Rehabilitation Of Ground Storage Tanks At 59th Street Project, Increasing The Contract By \$198,129.26 From The Amount Of \$7,665,600.21 To A New Total Amount Of \$7,863,729.47. 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. (R. Blackketter)

Documents:

[BRUNEL - 59TH ST GSTS - CO5.PDF](#)

- 11.L. Consider For Approval Change Order #7 For The Contract With Main Lane Industries, Ltd., For The Reconstruction Of Market Street From 25th Street To 19th Street Project, Decreasing The Contract From \$3,862,805.87 By The Amount Of \$28,530.00 To A Cost Of \$3,834,275.87. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (R. Blackketter)

Documents:

[MAIN LANE - MARKET ST IMP - CO7 \(FINAL\).PDF](#)

- 11.M. Consider For Approval Change Order #8 From Triple B Services, LLC, For The Sealy Avenue Improvements From 33rd To 25th Project, Increasing The Contract Amount From \$2,638,276.28 By \$57,813.25 To The New Cost Of \$2,696,089.53, And Increasing The Term By 134 Days To A New Term Of 596 Calendar Days. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (R. Blackketter)

Documents:

[TRIPLE B SERV - SEALY - CO8.PDF](#)

- 11.N. Consider For Approval Change Order #1 For The Contract With RAC Industries, LLC., For The Sidewalk Construction - Avenue L From 53rd St To 43rd St & Avenue M From 35th St To 28th St Project, Decreasing The Contract From \$685,866.00 By The Amount Of \$124,819.50 To A Final Cost Of \$561,046.50. (R. Blackketter)

Documents:

[RAC IND - AVE L AND AVE M SW - CO1 -FINAL.PDF](#)

- 11.O. Consider Approving The Renewal Of The Oracle Database Software Maintenance Contract For \$22,943.25 Utilizing DIR Contract TSO – 4158, Oracle America, Inc. (H. Dean)

Documents:

[FY19 ORACLE MAINTENANCE AND SUPPORT RENEWAL.PDF](#)
[SR 10446432 FY19.PDF](#)

- 11.P. Consider For Approval The Payment Of \$40,180.79 To Tyler Technologies For Software Maintenance Of The Court Case Management System Used By Municipal Court. The Funding Source Is The Court Technology Fund.

Documents:

[STAFF REPORT - TYLER MAINTENANCE FY19.PDF](#)
[TYLER TECHNOLOGIES INVOICE - FY19.PDF](#)

- 11.Q. Consider For Approval The Purchase And Installation Of Furniture For The New Fire Station #1 Located At 823 26th Street For A Total Cost Of \$149,620.64. The Funding Source Is Governmental Expenditures - Capital Outlay. (M. Wisko)

1. The purchase of office furniture from KI, a company that participates in the TX-MAS Purchasing Cooperative, at a total cost of \$111,324.64. This does not include installation.
2. The purchase of bedding furniture from RT London, a company that participates in the TX-MAS Purchasing Cooperative, at a total cost of \$23,796.20. This does include installation.
3. The installation of office furniture to the lowest bidder Office Furniture Innovations at a total cost of \$14,500.00.

Documents:

[FD FURNITURE-FINAL.PDF](#)

- 11.R. Consider For Approval To Authorize Payment For Professional Consulting Services Up To But Not To Exceed \$50,000.00 Pursuant To The Contract Between The City And Applied GRT, LLC Are For FY 2018-19 (Legal).

Documents:

[FENDRICK CITY OF GALVESTON 59TH ST PUMP STATION PROPOSAL NOV 27 2018.PDF](#)
[STAFF REPORT - ACTION ITEM FOR CONSULTING SERVICES. FENDRICK.PDF](#)

- 11.S. Consider For The Approval Allowing The Fleet Facility To Receive The Listed Rolling Stock And Associated Equipment From The Defense Logistics Agencies 1033 Program, Which Allows Excess US Military Equipment To Be Donated To Law Enforcement Agencies, And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. (D. Smith / Chief Hale)

Documents:

[RESCUE VEHICLE 1033 PROGRAM PACKET.PDF](#)

- 11.T. Consider For The Approval Of A Resolution Of The City Council Of The City Of Galveston Approving The Amended 2019 City Of Galveston, Island Transit Title VI Plan As Required By The Federal Transportation Administration And The Texas Department Of Transportation. (D. Smith)

Documents:

[TITLE VI PROGRAM JANUARY 2019 PACKET.PDF](#)

- 11.U. Consider For The Approval Of A Resolution Of The City Council Of The City Of Galveston Establishing Certain Special Events As Serving Public Purposes, Authorizing The City Manager To Execute The Standard Form Agreement From The Texas Department Of Transportation For Temporary Closure Of State Right Of Ways For Each Event Along With All Other Necessary Documents. (D. Smith)

Documents:

[TXDOT AGREEMENT SPECAIL EVENTS PACKET.PDF](#)

- 11.V. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock (Two Service Pickups) And Associated Equipment From Silsbee Ford Through HGAC Buy For A Total Price Of \$62,176 And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. (D. Smith)

Documents:

[PARKS REFUSE SERVICE TRUCKS PURCHASE PACKET.PDF](#)

- 11.W. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock (HD Hook-Lift Truck) And Associated Equipment From Houston Freightliner Through HGAC Buy For A Total Price Of \$205,309 And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. (D. Smith)

Documents:

[HOOK TRUCK PURCHASE PACKET.PDF](#)

- 11.X. Consider For Approval Minutes Of The December 13, 2018 Workshop And Regular Meeting. (J. Williams)

Documents:

[_12132018-2750.PDF](#)

[_12132018-2749.PDF](#)

- 11.Y. Receive And File The Annual Reporting Per Rate Schedule RCE (Rate Case Expense Surcharge Rider) Effective July 27, 2016 For The Gulf Coast Service Area Served By Texas Gas Service.

Documents:

[TEXAS GAS SERVICE - ANNUAL REPORTING.PDF](#)

- 11.Z. Receive And File The Galveston College Foundation 2018 Annual Report.

Documents:

[GALVESTON COLLEGE FOUNDATION ANNUAL REPORT 2018.PDF](#)

- 11.AA. Receive And File The 2018 Report Of Property Value - Galveston Central Appraisal District.

Documents:

[2018 REPORT OF PROPERTY VALUE.PDF](#)

- 11.BB. Consider Approval To Ratify The City Manager's Action Approving A Contract With T-Construction, LLC To Facilitate The Emergency Repairs To The Sanitary Sewer And Storm Sewer Cave-In Located At 25th Street And Strand Due To Public Safety Concerns In The Amount Of \$39,970.00 Consistent With Sec. 252.022 (A)(2) If The Local Government Code. (K. Hockersmith)

Documents:

[T-CONSTRUCTION.PDF](#)

12. ACTION ITEMS

- 12.A. Discuss And Consider Approval Of \$130,000 For Drainage And Roadwork Improvements For Stewart Beach. (Brown/Yarbrough)

Documents:

[2019-01-24 -- OV DRAINAGE AND ROADWORK IMPROVEMENTS FOR STEWART BEACH \(003\).PDF](#)

- 12.B. Discuss And Consider For Approval The Letter To The US Army Corps Of Engineers Dated January 24, 2019 Relating The City's Comments To The Coastal Texas Protection And Feasibility Study And The Tentatively Selected Plan And Authorizing The Mayor Of Galveston To Sign Same For Immediate Dispatch. (Legal)

Documents:

[COG COMMENTS TO COE JAN 16 DRAFT.DOCX](#)

- 12.C. Discuss And Consider Request From Artist Boat For Additional Time To Continue Their Commercial Operations In A Residential Area. (Legal)

Documents:

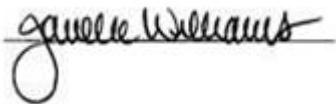
[ARTIST BOAT EXTENSION_20190111103724.PDF](#)
[MEMOARTISTBOAT.PDF](#)

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

1. Sister Cities Program Committee

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 January 17, 2019 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. 19-_____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, CHANGING THE ZONING FROM RESIDENTIAL, SINGLE-FAMILY (R-1) ZONING DISTRICT TO RESIDENTIAL, SINGLE-FAMILY (R-0), ZONING DISTRICT ON PROPERTIES COMMONLY KNOWN AS 1 - 59 ADLER CIRCLE. THE PROPERTIES ARE LEGALLY DESCRIBED AS LOTS 1 – 48, WESTWOOD SUBDIVISION, IN THE CITY AND COUNTY OF GALVESTON, TEXAS.

WHEREAS, the City of Galveston Development Services Department is requesting that the City change the zoning from Residential, Single-Family (R-1) Zoning District to Residential, Single-Family (R-0), Zoning District on properties commonly known as 1 - 59 Adler Circle. The properties are legally described as Lots 1 – 48, Westwood Subdivision, in the City and County of Galveston, Texas; and,

WHEREAS, the request is to designate all properties in the Adler Circle neighborhood as a Restricted Residential, Single-Family (R-0) zoning district. This neighborhood is currently zoned Residential, Single-Family (R-1). The primary distinction between the R-O and R-1 zoning districts is the ability of property owners to legally use their homes as a short term rental dwelling, which is currently permitted in the R-1 zoning district; and,

WHEREAS, Staff finds this request to be consistent with the criteria to establish a Restricted Residential, Single-Family (R-0) zoning district, and approval of a change of zoning as prescribed in Section 13.601 (C) of the Land Development Regulations. The neighborhood will remain single-family in orientation, hence not creating any adverse effect or incompatibility issues within the Adler Circle neighborhood and existing surrounding uses; and,

WHEREAS, the approval of this request will result in the prohibition of short term rental uses within the Adler Circle neighborhood; and,

WHEREAS, as set forth in the staff report, attached and fully incorporated herein, and in accordance with the criteria to establish a Restricted Residential, Single-Family (R-0) zoning district of the City of Galveston's Land Development Regulations, Staff finds that the rezoning request meets the criteria required, including; but not limited to, the following:

1. 75 percent of the dwellings in the proposed zoning area are single-family owner occupied structures;
2. 75 percent of the property owners initiated a petition to rezone to R-0;
3. Commercial uses and short term rentals prohibited. (No commercial uses currently in operation. Existing short term rental uses will not be affected by this request);
4. The petition identified the streets, street blocks, and boundary subject to the rezoning;
5. The neighborhood is similar in design and character;
6. Dangerous and dilapidated structures as defined in the Municipal Code are not currently present within the proposed boundary of the R-0 district; and,

WHEREAS, Staff 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, Staff recommends approval of the proposed change of zoning in order to designate the Adler Circle neighborhood as a Restricted Residential, Single-Family (R-0) zoning district; and,

WHEREAS, at its regular meeting of January 8, 2019, the Planning Commission voted to recommend approval of the zoning change request; and,

WHEREAS, after conducting a public hearing, the City Council of the City of Galveston, Texas, finds that the rezoning request meets the demonstrative criteria required for approval, per Division 13.601 (C), of the Land Development Regulations and 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 Residential, Single-Family (R-0), Zoning District on properties commonly known as 1 - 59 Adler Circle. The properties are legally described as Lots 1 – 48, Westwood Subdivision, 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 is hereby changed from Residential, Single-Family (R-1) Zoning District to Residential, Single-Family (R-0), Zoning District on properties commonly known as 1 - 59 Adler Circle. The properties are legally described as Lots 1 – 48, Westwood Subdivision, in the City and County of Galveston.

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 January 24, 2019, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this ____ day of _____, 2019.

Secretary for the City Council
Of the City of Galveston



19P-001

STAFF REPORT

ADDRESS:

1 - 59 Adler Circle

LEGAL DESCRIPTION:

Properties are legally described as Lots 1 – 48, Westwood Subdivision, in the City and County of Galveston, Texas.

APPLICANT/REPRESENTATIVE:

Development Services Department

PROPERTY OWNER:

Various

ZONING DISTRICT:

Residential, Single-Family (R-1)

REQUEST:

Request for a Change of Zoning in order to designate the Adler Circle neighborhood as a Restricted Residential, Single-Family (R-0) zoning district.

STAFF RECOMMENDATION:

Approval

EXHIBITS:

- A – Zoning Map
- B – Neighborhood Petition with Signatures
- C – Zoning Comparison

STAFF:

Adriel Montalvan, Senior Project Manager
409-797-3645
amontalvan@galvestontx.gov

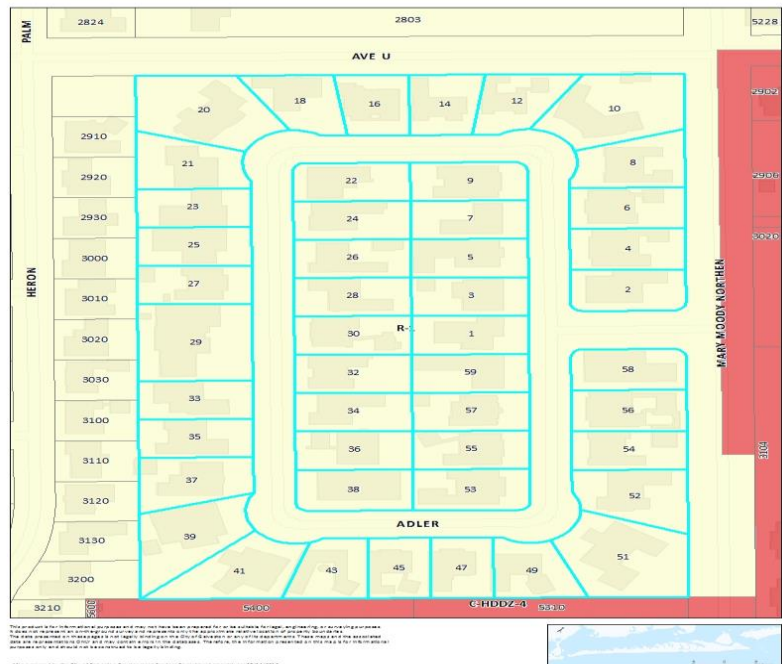
Public Notice and Comment:

Sent	Returned	In Favor	Opposed	No Comment
90				

Per Section 13.808 of the Land Development Regulations and state law, written public notice of this request is required. Public notices are sent to all property owners within 200 feet of the subject site and are sent to the address on file with the Galveston Central Appraisal District.

City Department Notification Responses:

No Objections



Executive Summary

The request is to designate all properties in the Adler Circle neighborhood as a Restricted Residential, Single-Family (R-0) zoning district. This neighborhood is currently zoned Residential, Single-Family (R-1). The primary distinction between the R-O and R-1 zoning districts is the ability of property owners to legally use their homes as a short term rental dwelling, which is currently permitted in the R-1 zoning district.

The approval of this request will result in the prohibition of short term rental uses within the Adler Circle neighborhood. No other special regulations or design criteria is applicable.

Interpretation of Use Classification

As changes of zoning are of a permanent nature, regardless of the present proposed land use for the properties, which will remain single-family residential, the Planning Commission and City Council must consider all potential future land uses that will become permitted uses should the request for a change of zoning be approved. Please see Exhibit D for a comparison list of the permitted uses in the Residential, Single Family (R-1) and Restricted Residential, Single-Family (R-0) zoning districts.

Compatibility with Surrounding Land Use and Zoning

No proposed change to present land use, the neighborhood will remain single-family in orientation. Therefore, this request does not affect compatibility with surrounding uses and zoning.

Zoning and Land Use

Location	Zoning	Land Use
Subject Site	Residential, Single-Family (R-1)	Residential
North	Residential, Single-Family (R-1)	Place of Public Assembly
South	Commercial, Height and Density Development Zone, Zone 4 (C-HDDZ-4)	Commercial, various uses
East	Commercial, Height and Density Development Zone, Zone 4 (C-HDDZ-4)	Commercial, various uses
West	Residential, Single-Family (R-1)	Residential

Criteria to Establish R-0 Zoning District

Per the City of Galveston's Land Development Regulations, the following criteria must be met to establish a Restricted Residential, Single-Family (R-0) zoning district:

Criteria	Adler Circle
75 percent of the dwellings in the proposed zoning area must be single-family owner occupied structures.	Per available records, at least 77 percent of the dwellings are owner occupied.
75 percent of the property owners shall initiate a petition to rezone to R-0.	Petition initiated by 85 percent of property owners.
Commercial uses and short term rentals prohibited.	No commercial uses currently in operation. Existing short term rental uses will not be affected by this request.
The petition shall identify the streets, street blocks, and boundary subject to the rezoning.	The petition enumerates all addresses of properties subject to rezoning within the Adler Circle neighborhood boundary.
The neighborhood must be similar in design and character.	The neighborhood is very similar in design and character. Lot layouts, setbacks, street layout, and type of construction is consistent throughout the neighborhood.
Dangerous and dilapidated structures as defined in the Municipal Code must not	No dangerous and dilapidate structures currently exist in the Adler Circle

be present within the proposed boundary of the R-0 district.	neighborhood.
--	---------------

Criteria for Approval

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

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

Conformance

Staff finds this request to be consistent with the criteria to establish a Restricted Residential, Single-Family (R-0) zoning district, and the change of zoning approval criteria as prescribed in Section 13.601 (C) of the Land Development Regulations. The neighborhood will remain single-family in orientation, hence not creating any adverse effect or incompatibility issues within the Adler Circle neighborhood and existing surrounding uses.

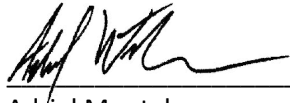
Staff Recommendation

Staff recommends approval of the proposed change of zoning in order to the designate Adler Circle neighborhood as a Restricted Residential, Single-Family (R-0) zoning district.

Planning Commission

On January 8, 2019, the Planning Commission voted unanimously to recommend approval of this request.

Respectfully Submitted,



Adriel Montalvan
Senior Projects Manager

01/09/2019

Date



Catherine Gorman, AICP
Assistant Planning Director / HPO

01/09/2019

Date

PALM

2824

2803

Exhibit A 5228

AVE U

HERON

2910

2920

2930

3000

3010

3020

3030

3100

3110

3120

3130

3200

3210

5600

5400

C-HDDZ-4 5310

ADLER

MARY MOODY NORTHERN

2902

2906

3020

3104

This product is for informational purposes only 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.



I agree that Adler Circle Neighborhood should be rezoned to an **R-0 Single Family Residential Zoning District**. I also understand that by signing this form that I will not be able to rent my house as a short-term rental &/or as a Party House. Short Term Rentals would not be a permitted use.

Name	Property Address	Email	Yes, I agree (Signature Required)	No, I don't agree (Signature Required)
1 Adler Circle			<i>Armed Puccione</i>	<i>Yes</i>
2 Adler Circle		<i>ReRe12@</i>	<i>Kate M Williamson</i>	
3 Adler Circle			<i>Shirley Trice</i>	<i>Yes</i>
4 Adler Circle			<i>Jane Collier</i>	<i>yes</i>
5 Adler Circle			<i>Hilda Gustafson</i>	<i>(Tesh) yes Robert B. Tal</i>
6 Adler Circle			<i>Paul Bal</i>	<i>yes</i>
7 Adler Circle			<i>Charles T. Stone</i>	<i>yes</i>
8 Adler Circle			<i>Kris Anne Vogelbach</i>	<i>YES</i>
9 Adler Circle		<i>fwheav@sbglobal.net</i>	<i>Charlotte Virginia</i>	<i>YES</i>
10 Adler Circle			<i>Seggy McMullen</i>	<i>yes</i>
11 Adler Circle			<i>Paul Hunter</i>	<i>FOR YES</i>
X 12 Adler Circle				
13 Adler Circle				
✓ 14 Adler Circle				
X 15 Adler Circle				
16 Adler Circle			<i>Susan Edmonson</i>	<i>yes SUSAN@edmonsonlaw.com</i>

I agree that Adler Circle Neighborhood should be rezoned to an **R-0 Single Family Residential Zoning District**. I also understand that by signing this form that I will not be able to rent my house as a short-term rental &/or as a Party House. Short Term Rentals would not be a permitted use.

Name	Property Address	Email	Yes, I agree (Signature Required)	No, I don't agree (Signature Required)
X 17 Adler Circle				
18 Adler Circle			<i>R. McCreary</i>	<i>YES</i>
X 19 Adler Circle				
20 Adler Circle			<i>J.D. Roberts</i>	<i>YES ROBERTSGALV@GMAIL.COM</i>
✓ 21 Adler Circle				
22 Adler Circle			<i>Jeffrey Fitzhugh</i>	<i>Matthew P. Fitzhugh jpf@pits901.com YES</i>
23 Adler Circle			<i>Burkelt</i>	<i>Beverly Whit KATHALA Developer@aol.com</i>
24 Adler Circle			<i>Coland Bassett</i>	<i>Yes</i>
25 Adler Circle			<i>Mary Kuper</i>	<i>yes</i>
26 Adler Circle			<i>Carolyn & John Chapman</i>	<i>Carolyn & John Chapman</i>
✓ 27 Adler Circle				

28 Adler Circle

29 Adler Circle

30 Adler Circle

31 Adler Circle

32 Adler Circle

I agree that Adler Circle Neighborhood should be rezoned to an **R-0 Single Family Residential Zoning District**. I also understand that by signing this form that I will not be able to rent my house as a short-term rental &/or as a Party House. Short Term Rentals would not be a permitted use.

Name

Property Address

Email

Yes, I agree
(Signature Required)

No, I don't agree
(Signature Required)

33 Adler Circle

34 Adler Circle

35 Adler Circle

36 Adler Circle

37 Adler Circle

38 Adler Circle

39 Adler Circle

40 Adler Circle

41 Adler Circle

42 Adler Circle

43 Adler Circle

44 Adler Circle

45 Adler Circle

46 Adler Circle

47 Adler Circle

48 Adler Circle

I agree that Adler Circle Neighborhood should be rezoned to an **R-0 Single Family Residential Zoning District**. I also understand that by signing this form that I will not be able to rent my house as a short-term rental &/or as a Party House. Short Term Rentals would not be a permitted use.

Name

Property Address

Email

Yes, I agree
(Signature Required)

No, I don't agree
(Signature Required)

49 Adler Circle

50 Adler Circle

51 Adler Circle

52 Adler Circle

53 Adler Circle

54 Adler Circle

SHELIA - PUBLIC Comcast NET YES

ADOLFO SALINAS
SABINA SALINAS

55 Adler Circle

Harry Haxley yes

✓ 56 Adler Circle

57 Adler Circle

Harry Haxley yes

58 Adler Circle

Amylla Meehan

59 Adler Circle

yes

I agree that Adler Circle Neighborhood should be rezoned to an **R-0 Single Family Residential Zoning District**. I also understand that by signing this form that I will not be able to rent my house as a short-term rental &/or as a Party House. Short Term Rentals would not be a permitted use.

Name

Property Address

Email

Yes, I agree
(Signature Required)

No, I don't agree
(Signature Required)

Agricultural Land Use	R-0	R-1
Agricultural Support	-	-
Agriculture/Urban Farming	-	L
Commercial Stable	-	-
Residential Stable	-	-
Veterinarian, Large Animal	-	-
Residential Land Uses	R-0	R-1
Accessory Dwelling Unit	L	L
Bed and Breakfast	-	-
Boarding House, Dormitory, Fraternity or Sorority	-	-
Child Care Facility, Residential (Day Care)	-	-
Community Garden	-	L
Cottage Food Production	P	P
Home Based Business	-	-
Home Based Occupation	L	P
Hospital House Establishment	-	-
Live-Work Unit	-	-
Condominium	-	-
Duplex	-	-
Multi-Family Residential	-	-
Residential Land Uses	R-0	R-1
Personal Care Homes (DADS)	P	P
Short Term Rental Residential Dwelling	-	P
Single-Family Detached	P	P

Townhouse	-	-
Commercial Land Uses	R-0	R-1
Adult Day Care	-	-
Adult Use (SOB)	-	-
Alcoholic Beverage Sales, Liquor Store or Package	-	-
Arena / Stadium	-	-
Auto Service/Fueling or Charging Station	-	-
Bar	-	-
Boat Repair Facility	-	-
Boat Sales or Rental	-	-
Child Care Facility, Day Care (Commercial)	-	-
Cleaning / laundry pick-up station	-	-
Cleaning / laundry-mat self service	-	-
College / University / Vo-Tech	-	-
Commercial Land Uses	R-0	R-1
Commercial Amusement, Indoor	-	-
Commercial Amusement, Outdoor	-	-
Commercial Lodging (Hotel)	-	-
Commercial Warehousing and Logistics	-	-
Correctional or Rehabilitation Facility	-	-
Credit Access Business	-	-
Family Care Facility	-	-

Flea Market	-	-
Golf Carts, Sales and Service	-	-
Gun Shop	-	-
Heavy Vehicle, Manufactured Home, Watercraft or Aircraft Sales or Rental	-	-
Homeless Shelter	-	-
Hospital	-	-
Kennel	-	-
Library	-	-
Medical Office / Clinic / Lab	-	-
Fine Arts Instruction	L	L
Nursery or Greenhouse, Retail	-	-
Nursing / Convalescent Home	-	-
Office	-	-
Outdoor Storage	-	-
Commercial Land Uses	R-0	R-1
Parking Lot, Commercial Surface Parking Area	-	-
Parking Structure or Lot Incidental to Main Use	-	-
Parking Structure – Mixed Use	-	-
Passenger Motor Vehicle Sales or Rental	-	-
Pawn Shop	-	-
Personal Fitness	-	-
Pet Grooming Services	-	-
Place of Private Assembly	-	-

Place of Public Assembly	-	-
Private Club	-	-
Professional Services, Instruction/Counseling	-	-
Public Safety Facility	-	-
Recreation Indoor	-	L
Recreation Outdoor	-	L
Recycling Center	-	-
Restaurant, Drive-In / Through	-	-
Restaurant, No Drive-In / Through	-	-
Retail - Big Box	-	-
Retail - Commercial	-	-
RV Park	-	-
School: Private	-	-
Self Storage	-	-
Commercial Land Uses	R-0	R-1
Short Term Rental Residential Dwelling	-	P
Small Scale Food And Beverage Production	-	-
Substance Abuse Facility	-	-
Vehicle Wash	-	-
Vending Kiosk/ATM	-	-
Veterinarian, Small Animal	-	-
Wholesale	-	-
Industrial Land Use	R-0	R-1
Automotive Wrecking and Salvage Yard; Junkyard; Recycling Business	-	-
Excavation	L	L

Heavy Industry	-	-
Light Industry	-	-
Mining / Extraction	-	-
Research and Testing Laboratory	-	-
Parking and/or Multimodal Transportation Facility	-	-
Power Generation	-	-
Public Utility Facility, Neighborhood	-	-
Industrial Land Use	R-0	R-1
Towing Service Facility	-	-
Uses involving Radioactive Material, not including uses related to diagnosis and treatment of illness; and, construction applications; and, academia and scientific research	-	-
Public/Private Land Uses	R-0	R-1
Airport	-	-
Cemetery	-	-
Heliport	-	-
Helistop	-	-
Marina	-	-
Public Utility Plant	-	-
Rail Yard	-	-
Port and Harbor Facilities	-	-
Wireless Telecommunication Facility	-	-

ORDINANCE NO. 19-_____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, CHANGING THE ZONING FROM RESIDENTIAL, TOWNHOUSE (R-2-HDDZ-1) TO RESIDENTIAL, SINGLE FAMILY (R-1-HDDZ-1) ZONING DISTRICT ON PROPERTIES COMMONLY KNOWN AS 1010 COMMODORE, 1014 COMMODORE, 1020 COMMODORE, 8415 TEICHMAN ROAD, 8407 TEICHMAN ROAD, 8403 TEICHMAN ROAD, 8309 TEICHMAN ROAD, 1003 LILLIAN, 1006 LILLIAN, 1007 LILLIAN, 1010 LILLIAN, 1011 LILLIAN, 1014 LILLIAN, 1015 LILLIAN, 1018 LILLIAN, 1022 LILLIAN, AND 1026 LILLIAN. THE PROPERTIES ARE LEGALLY DESCRIBED AS ABSTRACT 121 PAGE 71 PART OF LOT 523 (523-14) TRIMBLE & LINDSEY SECTION 1, ABSTRACT 121 PAGE 71 PART OF LOT 523 (523-15) TRIMBLE & LINDSEY SECTION 1, ABSTRACT 121 T & L & HALL & JONES SURVEY PART OF LOT 523 (523-16) TRIMBLE & LINDSEY SECTION 1, ABSTRACT 121 PAGE 71 PART OF LOT 523 (523-17) TRIMBLE & LINDSEY SECTION 1 AKA LOT 15, ABSTRACT 121 PAGE 71 PART OF LOT 523 (523-20) TRIMBLE & LINDSEY SECTION 1 AKA:TRACT 18 SPECIAL SUBDIVISION, ABSTRACT 121 HALL & JONES SURVEY LANDSCAPE RESERVE A (0-1) OLD GALVESTON VILLAS REPLAT (2005), ABSTRACT 121 HALL & JONES SURVEY LOT 1 OLD GALVESTON VILLAS REPLAT (2005), ABSTRACT 121 HALL & JONES SURVEY LOT 2 OLD GALVESTON VILLAS REPLAT (2005), ABSTRACT 121 HALL & JONES SURVEY LOT 3 OLD GALVESTON VILLAS REPLAT (2005), ABSTRACT 121 HALL & JONES SURVEY LOT 4 OLD GALVESTON VILLAS REPLAT (2005) UNDIVIDED 1/2 INTEREST, ABSTRACT 121 HALL & JONES SURVEY LOT 5 OLD GALVESTON VILLAS REPLAT (2005), ABSTRACT 121 HALL & JONES SURVEY LOT 6 OLD GALVESTON VILLAS REPLAT (2005), ABSTRACT 121 HALL & JONES SURVEY LOT 7 OLD GALVESTON VILLAS REPLAT (2005), ABSTRACT 121 HALL & JONES SURVEY LOT 8 OLD GALVESTON VILLAS REPLAT (2005), ABSTRACT 121 HALL & JONES SURVEY PARK RESERVE B (0-2) OLD GALVESTON VILLAS REPLAT (2005), ABSTRACT 121 HALL & JONES SURVEY LOT 9 OLD GALVESTON VILLAS REPLAT (2008), AND ABSTRACT 121 HALL & JONES SURVEY LOT 10 OLD GALVESTON VILLAS REPLAT (2008), IN THE CITY AND COUNTY OF GALVESTON, TEXAS. PLANNING CASE NUMBER 18P-059; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, the City of Galveston Development Services Department is requesting that the City change the zoning on the properties located at these addresses from Residential-Townhouse (R-2) zoning district to Residential, Single-Family (R-1) zoning district. The properties are legally described as Abstract 121 Page 71 Part of Lot 523 (523-14) Trimble & Lindsey Section 1, Abstract 121 Page 71 Part of Lot 523 (523-15) Trimble & Lindsey Section 1, Abstract 121 T & L & Hall & Jones Survey Part of Lot 523 (523-16) Trimble & Lindsey Section 1, Abstract 121 Page 71 Part of Lot 523 (523-17) Trimble & Lindsey Section 1 aka Lot 15, Abstract 121 Page 71 Part of Lot 523 (523-20) Trimble & Lindsey Section 1 aka:Tract 18 Special Subdivision, Abstract 121 Hall & Jones Survey Landscape Reserve A (0-1) Old Galveston Villas Replat (2005), Abstract 121 Hall & Jones Survey Lot 1 Old Galveston Villas Replat (2005),

Multiple properties
18P-059
Townhome to Single Family

Abstract 121 Hall & Jones Survey Lot 2 Old Galveston Villas Replat (2005), Abstract 121 Hall & Jones Survey Lot 3 Old Galveston Villas Replat (2005), Abstract 121 Hall & Jones Survey Lot 4 Old Galveston Villas Replat (2005) Undivided 1/2 Interest, Abstract 121 Hall & Jones Survey Lot 5 Old Galveston Villas Replat (2005), Abstract 121 Hall & Jones Survey Lot 6 Old Galveston Villas Replat (2005), Abstract 121 Hall & Jones Survey Lot 7 Old Galveston Villas Replat (2005), Abstract 121 Hall & Jones Survey Lot 8 Old Galveston Villas Replat (2005), Abstract 121 Hall & Jones Survey Park Reserve B (0-2) Old Galveston Villas Replat (2005), Abstract 121 Hall & Jones Survey Lot 9 Old Galveston Villas Replat (2008), and Abstract 121 Hall & Jones Survey Lot 10 Old Galveston Villas Replat (2008), in the City and County of Galveston, Texas; and,

WHEREAS, Staff is requesting a change of zoning from Residential, Townhouse, Height and Density Development Zone 1 (R-2-HDDZ-1) to Residential, Single-Family, Height and Density Development Zone 1 (R-1-HDDZ-1) zoning district. Staff finds that the Residential, Single-Family (R-1) zoning is more appropriate to the area based on past development, current land use and anticipated future development; and,

WHEREAS, prior to 2015 the subject properties were similarly rezoned General Residence (GR); and,

WHEREAS, the overall character and current land use is exclusively single-family detached residences; and,

WHEREAS, the current Residential, Townhome (R-2) base zoning prohibits single-family, detached residences; and,

WHEREAS, the proposed rezoning is in conformance with the 2011 Comprehensive Plan, Section LU-3.10: Consider Zoning Changes in Areas Where Development Standards do not Match the Existing or Intended Character of the Neighborhood; and,

WHEREAS, Staff recommends that the request for a change of zoning from Residential, Townhouse, Height and Density Development One, Zone 1 (R-2-HDDZ-1) zoning district to Residential, Single-Family, Height and Density Development One, Zone 1 (R-1-HDDZ-1) zoning district be approved; and,

WHEREAS, at its regular meeting of December 18, 2018, the Planning Commission voted to recommend approval of the zoning change; and,

WHEREAS, as set forth in the staff report, Staff 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, finds that the rezoning request meets the demonstrative criteria required for approval, per Division 13.601 (C), of the Land Development Regulations and deems it in the public interest to grant applicant's request for a change of zoning from Residential, Townhouse (R-2) zoning district to Residential, Single-Family (R-1), zoning district for the properties described above.

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

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

SECTION 2. The zoning classification of the properties commonly known by the above addresses and legally described as Abstract 121 Page 71 Part of Lot 523 (523-14) Trimble & Lindsey Section 1, Abstract 121 Page 71 Part of Lot 523 (523-15) Trimble & Lindsey Section 1, Abstract 121 T & L & Hall & Jones Survey Part of Lot 523 (523-16) Trimble & Lindsey Section 1, Abstract 121 Page 71 Part of Lot 523 (523-17) Trimble & Lindsey Section 1 aka Lot 15, Abstract 121 Page 71 Part of Lot 523 (523-20) Trimble & Lindsey Section 1 aka: Tract 18 Special Subdivision, Abstract 121 Hall & Jones Survey Landscape Reserve A (0-1) Old Galveston Villas Replat (2005), Abstract 121 Hall & Jones Survey Lot 1 Old Galveston Villas Replat (2005), Abstract 121 Hall & Jones Survey Lot 2 Old Galveston Villas Replat (2005), Abstract 121 Hall & Jones Survey Lot 3 Old Galveston Villas Replat (2005), Abstract 121 Hall & Jones Survey Lot 4 Old Galveston Villas Replat (2005) Undivided 1/2 Interest, Abstract 121 Hall & Jones Survey Lot 5 Old Galveston Villas Replat (2005), Abstract 121 Hall & Jones Survey Lot 6 Old Galveston

Villas Replat (2005), Abstract 121 Hall & Jones Survey Lot 7 Old Galveston Villas Replat (2005), Abstract 121 Hall & Jones Survey Lot 8 Old Galveston Villas Replat (2005), Abstract 121 Hall & Jones Survey Park Reserve B (0-2) Old Galveston Villas Replat (2005), Abstract 121 Hall & Jones Survey Lot 9 Old Galveston Villas Replat (2008), and Abstract 121 Hall & Jones Survey Lot 10 Old Galveston Villas Replat (2008) in the City and County of Galveston, Texas, are hereby changed from Residential, Townhouse, Height and Density Development One, Zone 1 (R-2-HDDZ-1) Zoning District to Residential, Single-Family, Height and Density Development One, Zone 1 (R-1-HDDZ-1) 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 January 24, 2019, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this ____ day of _____, 2019.

Secretary for the City Council
Of the City of Galveston

18P-059

ADDRESSES:

1010-1020 Commodore, 1006-1026 Lillian,
and 8309-8415 Teichman Road

LEGAL DESCRIPTIONS:

Refer to Attachment D for all legal descriptions

APPLICANT/REPRESENTATIVE:

City of Galveston Development Services

PROPERTY OWNERS:

Refer to Attachment D for all property owners

ZONING:

Residential, Townhouse, Height and Density Development Zone 1 (R-2-HDDZ-1)

REQUEST:

Change of zoning from Residential, Townhouse, Height and Density Development Zone 1 (R-2-HDDZ-1) to Residential, Single-Family, Height and Density Development Zone 1 (R-1-HDDZ-1)

APPLICABLE ZONING LAND USE

Residential, Single-Family (R-1)

STAFF RECOMMENDATION:

Approval

EXHIBITS:

- A – Zoning Map with Notification Area
- B – Pre-2015 Zoning Map and Standards
- C – Zoning Comparison
- D – Public Notices and Comments

STAFF:

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

STAFF REPORT

Public Notice and Comment:

Sent	Returned	In Favor	Opposed	No Comment
20	3	2	1	0

City Department Notification Responses:

No Objections



Executive Summary

City of Galveston Land Development Regulations Table 2.201 does not allow single-family residences in Residential, Townhouse (R-2) zoning. In November 2018, the owner of 8415 Teichman Road submitted a request to rezone that parcel to Residential, Single-Family (R-1) base zoning in order to sell the property as a single-family lot. Upon investigation, City of Galveston Development Services staff determined that a rezoning of all the adjacent parcels from Residential, Townhouse (R-2) to Residential, Single-Family (R-1) base zoning was appropriate in order to conform to the City of Galveston's 2011 Comprehensive Plan.

The applicant is requesting a change of zoning from Residential, Townhouse, Height and Density Development Zone 1 (R-2-HDDZ-1) to Residential, Single-Family, Height and Density Development Zone 1 (R-1-HDDZ-1) zoning district. The applicant finds that the Residential, Single-Family (R-1) zoning is more appropriate to the

area based on past development, current land use, and anticipated future development along Teichman Road.

The subject parcels currently contain multiple single-family detached houses and related infrastructure. Seven of the parcels are undeveloped, nine contain single-family houses, and one contains a neighborhood clubhouse and swimming pool. Historical aerial imagery shows that single-family residences have occupied some of the subject parcels since at least 1969, with most structures built between 1987 and 2007.

Note that at the time of Planning Commission review, 1002 Teichman Road was included in the proposed rezoning. However, since then planning staff discovered that 1002 Teichman Road is a multifamily residence, and thus is omitted from this request to City Council and omitted from the associated ordinance.

**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 "C" for a comparison list of the permitted uses in the Residential, Townhouse (R-2), Height and Density Development Zone 1 (R-2-HDDZ-6) and Residential, Single Family (R-1-HDDZ-1) zoning districts.

The properties to the north and east front I-45 / Broadway, and are zoned Commercial (C). The properties to the west along Commodore Drive are zoned Residential, Single-Family, Height and Density Development Zone 1 (R-1-HDDZ-1). Offatt's Bayou is to the south of the subject properties.

**Compatibility with
Surrounding Land Use
and Zoning**

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 General Residence (GR). This zoning primarily included single-family detached residences, with some limited multi-family allowed (up to four attached units) as well.

Note that regardless of base zoning, the subject property will remain in the Height and Density Development Zone 1 (HDDZ-1) overlay. While base zoning regulates land uses, the Height and Density Development Zones regulate design standards such as but not limited to exterior materials, building height, massing, and amount of open space required. Note that single-family residential construction is exempt from Height and Density Development Zone 1 (HDDZ-1) requirements.

Zoning and Land Use Chart

Location	Zoning	Land Use
Subject Parcels	Residential, Townhouse, Height and Density Development Zone 1 (R-2-HDDZ-1)	Vacant (8) Single-Family Residences (10) Clubhouse (1)
North	Commercial, Height and Density Development Zone 1 (C-HDDZ-1)	Vacant (5), Commercial (3)
South	Residential, Single-Family (R-1)	Offatt's Bayou
East	Commercial, Height and Density Development Zone 1 (C-HDDZ-1)	Vacant
West	Residential, Single-Family, Height and Density Development Zone 1 (R-1-HDDZ-1)	Single Family Residential

Conformance

Staff finds the change of zoning has little potential to negatively affect the surrounding residential land uses. The subject tracts historically contained single-family residences, and the parcels to the west are currently zoned Residential, Single-Family (R-1). The proposed rezoning is in conformance with the 2011 Comprehensive Plan, Section LU-3.10: Consider Zoning Changes in Areas Where Development Standards do not Match the Existing or Intended Character of the Neighborhood. This section states,

"To enact guidelines for more compatible infill, and to preclude commercial intrusions into established neighborhoods, it may be necessary to change underlying zoning designations. In many cases, neighborhoods that remain single-family in orientation nevertheless permit multi-family or commercial development, as well as development out of scale with surrounding patterns."

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:

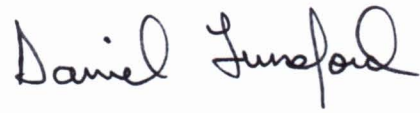
1. The proposed zoning is preferable to the existing zoning in terms of its likelihood of advancing the goals, objectives and policies of the City's 2011 Comprehensive Plan and other adopted neighborhood plan, special area plan, redevelopment plan, or other plan applicable to the area;
 - a. *LU-3.10: Consider Zoning Changes in Areas Where Development Standards do not Match the Existing or Intended Character of the Neighborhood.*
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. The subject tracts all have access to City of Galveston water and sanitary sewer service along Teichman Road, Commodore Drive, and Lillian Lane.*
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. While the adjacent properties to the north and east are zoned Commercial, Height and Density Development Zone 1 (C-HDDZ-1), the properties to the west are zoned Residential, Single-Family, Height and Density Development Zone 1 (R-1-HDDZ-1). Under the City of Galveston 1991 Zoning Standards, the subject parcels were similarly zoned General Residence (GR).*
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. The immediate area has a mix of zoning, as described above in the Compatibility with Surrounding Land Use and Zoning. By changing the zoning on these properties, the zoning will reflect existing land use. As mentioned above, this change conforms to LU-3.0 of the 2011 Comprehensive Plan.*

Staff Recommendation Staff recommends approval of the proposed rezoning. The 2011 Comprehensive Plan notes that a change of zoning is desirable when the current zoning does not reflect the existing or intended character of a neighborhood. Staff also notes that prior to 2015 the subject parcels were previously zoned General Residence, which was primarily single-family detached in nature.

Other Reviews At the regular meeting of December 18, 2018 the Planning Commission unanimously recommended approval of the request. City Council has the final authority regarding changes of zoning.

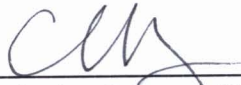
Respectfully submitted,



Daniel Lunsford, Planner

1/10/2019

Date



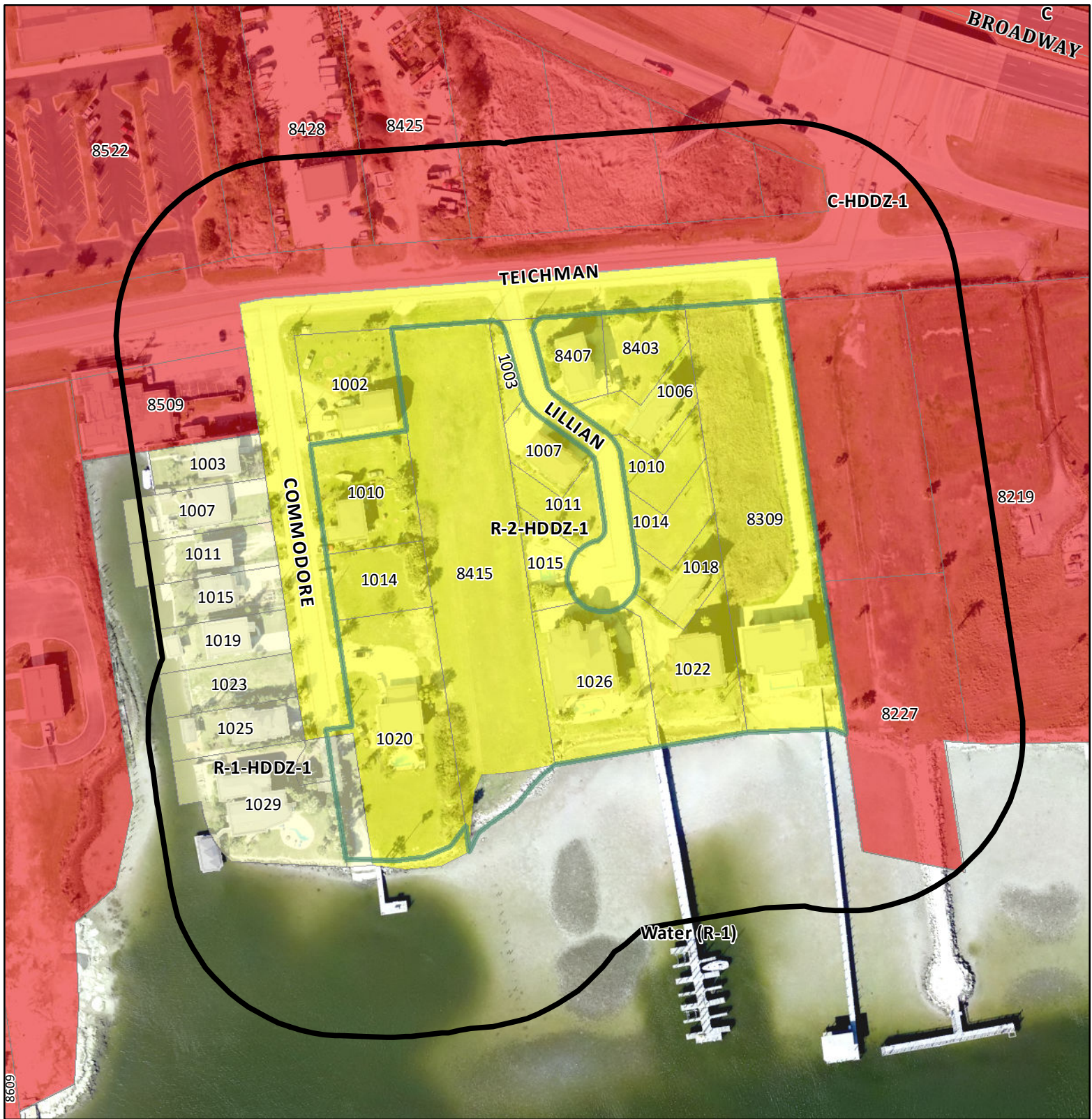
Catherine Gorman, AICP
Assistant Planning Director / HPO

1-10-19

Date

ATTACHMENT A

Address:	Legal Description:	Owner(s):
8309 Teichman	Part of Lot 523 (523-20) Trimble & Lindsey Section 1 AKA : Tract 18 Special Subdivision	Garver 1993 Children's Trust
8403 Teichman	Lot 2 Old Galveston Villas Replat (2005)	Chris Ganyard
8407 Teichman	Lot 1 Old Galveston Villas Replat (2005)	Chris Ganyard
1006 Lillian	Lot 3 Old Galveston Villas Replat (2005)	John D. Smith & Marlynn J. Smith
1010 Lillian	Lot 4 Old Galveston Villas Replat (2005) Undivided 1/2 Interest	Albert P. Shannon
1014 Lillian	Lot 5 Old Galveston Villas Replat (2005)	Plantation Custom Homes
1018 Lillian	Lot 6 Old Galveston Villas Replat (2005)	Trac Hoang
1022 Lillian	Lot 7 Old Galveston Villas Replat (2005)	Joyce S. Martel
1026 Lillian	Lot 8 Old Galveston Villas Replat (2005)	James & Kelli McClure
1015 Lillian	Park Reserve B (0-2) Old Galveston Villas Replat	Old Galveston Villas Community Assoc., Inc.
1011 Lillian	Lot 9 Old Galveston Villas Replat (2008)	Saeed A. Yacouby
1007 Lillian	Lot 10 Old Galveston Villas Replat (2008)	Samuel McCutcheon
1003 Lillian	Landscape Reserve A (0-1) Old Galveston Villas Replat	Old Galveston Villas Community Assoc., Inc.
8415 Teichman	Part of Lot 523 (523-17) Trimble & Lindsey Section 1 AKA Lot 15	Patricia D. Novelli
1010 Commodore	Part of Lot 523 (523-14) Trimble & Lindsey Section 1	Helen M. Nash
1014 Commodore	Part of Lot 523 (523-15) Trimble & Lindsey Section 1	Walter J. Click, Jr. & Sarah Moore Click
1020 Commodore	Part of Lot 523 (523-16) Trimble & Lindsey Section 1 all in the City and County of Galveston, Texas.	Kathryn N. Manning



Legend

-  200 Ft Notification
-  Proposed Rezoning
-  Parcels

This product is for informational purposes only 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.



ATTACHMENT B



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-1	R-2
Agricultural Support		-	-
Agriculture/Urban Farming		L	-
Commercial Stable		-	-
Residential Stable		-	L
Veterinarian, Large Animal		-	-
Residential Land Uses		R-1	R-2
Accessory Dwelling Unit		L	L
Bed and Breakfast		-	-
Boarding House, Dormitory, Fraternity or Sorority		-	-
Child Care Facility, Residential (Day Care)		-	L
Community Garden		L	L
Cottage Food Production		P	P
Home Based Business		-	-
Home Based Occupation		P	P
Hospital House Establishment		-	-
Live-Work Unit		-	-
Condominium		-	-
Duplex		-	-
Multi-Family Residential	-	-	-
Personal Care Homes (DADS)	P	P	P
Short Term Rental Residential Dwelling	-	P	P
Single-Family Detached	P	P	-
Townhouse	-	-	P

Table 2.201 Permitted Uses: Industrial, Public/Private Uses			
P = permitted use; L = limited use; S = specific use review; "-" = prohibited use			
Zoning Districts			
Automotive Wrecking and Salvage Yard; Junkyard; Recycling Business		-	-
Excavation		L	L
Heavy Industry		-	-
Light Industry		-	-
Mining / Extraction		-	-
Research and Testing Laboratory		-	-
Parking and/or Multimodal Transportation Facility		-	-
Power Generation		-	-
Public Utility Facility, Neighborhood		-	P
Towing Service Facility		-	-
Uses involving Radioactive Material, not including uses related to diagnosis and treatment of illness; and, construction applications; and, academia and scientific research		-	-
Public/Private Land Uses		R-1	R-2
Airport		-	-
Cemetery		-	S
Heliport		-	-
Helistop		-	-
Marina		-	S
Public Utility Plant		-	S
Rail Yard		-	-
Port and Harbor Facilities		-	-
Wireless Telecommunication Facility		-	S

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-1	R-2
Adult Day Care		-	-
Adult Use (SOB)		-	-
Alcoholic Beverage Sales, Liquor Store or Package		-	-
Arena / Stadium		-	-
Auto Service/Fueling or Charging Station		-	-
Bar		-	-
Boat Repair Facility		-	-
Boat Sales or Rental		-	-
Child Care Facility, Day Care (Commercial)		-	-
Cleaning / laundry pick-up station		-	-
Cleaning / laundry-mat self service		-	-
College / University / Vo-Tech		-	-
Commercial Amusement, Indoor		-	-
Commercial Amusement, Outdoor		-	-
Commercial Lodging (Hotel)		-	-
Commercial Warehousing and Logistics		-	-
Correctional or Rehabilitation Facility		-	-
Credit Access Business		-	-
Family Care Facility		-	-
Flea Market		-	-

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-1	R-2
Golf Carts, Sales and Service		-	-
Gun Shop		-	-
Heavy Vehicle, Manufactured Home, Watercraft or Aircraft Sales or Rental		-	-
Homeless Shelter		-	-
Hospital		-	-
Kennel		-	-
Library		-	P
Medical Office / Clinic / Lab		-	-
Fine Arts Instruction		L	P
Nursery or Greenhouse, Retail		-	-
Nursing / Convalescent Home		-	S
Office		-	-
Outdoor Storage		-	-
Parking Lot, Commercial Surface Parking Area		-	-
Parking Structure or Lot Incidental to Main Use		-	-
Parking Structure – Mixed Use		-	-
Passenger Motor Vehicle Sales or Rental		-	-
Pawn Shop		-	-
Personal Fitness		-	-
Pet Grooming Services		-	-

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-1	R-2
Place of Private Assembly		-	-
Place of Public Assembly		-	L
Private Club		-	-
Professional Services, Instruction/Counseling		-	-
Public Safety Facility		-	-
Recreation Indoor		L	L
Recreation Outdoor		L	L
Recycling Center		-	-
Restaurant, Drive-In / Through		-	-
Restaurant, No Drive-In / Through		-	-
Retail - Big Box		-	-
Retail - Commercial		-	-
RV Park		-	-
School: Private		-	L
Self Storage		-	-
Short Term Rental Residential Dwelling		P	P
Small Scale Food And Beverage Production		-	-
Substance Abuse Facility		-	-
Vehicle Wash		-	-
Vending Kiosk/ATM		-	-
Veterinarian, Small Animal		-	-
Wholesale		-	-

Because you own property in the vicinity of the subject property, the City of Galveston invites you to attend the meetings and/or share your opinion by returning this form. Prior to the meeting date, you may mail the comment form to the address below, deliver it in person, or scan and e-mail to planningcounter@galvestonTX.gov. The Commission and Council will be informed of the number of responses in support and opposition. Do not duplicate. Only one notice per property will be accepted.

If you have any questions regarding this notice, please contact our office at (409) 797-3660 and ask to speak to the staff member indicated below.

Para preguntas o mayor información en español, comuníquese con el Departamento de Planificación de la Ciudad de Galveston al (409) 797-3645.

Planning and Development Division
PO Box 779 (823 Rosenberg Room 401)
Galveston, Texas 77553-0934
Attn: Daniel Lunsford

☒ I am in favor
☐ I am opposed
☐ I have no comment

18P-059

December 4, 2018/January 24, 2019

COMMENTS:

Daniel Ivey / Walter Manuel
Signature of Property Owner

1019 Commodore
Address of property within notification area

Daniel Ivey / Walter Manuel
Printed Name

325-665-0766
*Contact Phone Number

*Please be advised that any and all comments received, are subject to the Texas Public Information Act. However, the contact phone number is to be used by Planning Staff only. You may be contacted regarding additional information and/or changes in meeting dates.

Please note local and state law requires that written notice of a public hearing shall be sent to each owner, as indicated by the most recently approved municipal tax roll. It is possible for property ownership to change as notices are generated. The City of Galveston will accept any notification of property owner changes in our offices for correction with regard to legal notice of planning and zoning cases.

RECEIVED

DEC 03 2018

PLANNING



Because you own property in the vicinity of the subject property, the City of Galveston invites you to attend the meetings and/or share your opinion by returning this form. Prior to the meeting date, you may mail the comment form to the address below, deliver it in person, or scan and e-mail to planningcounter@galvestonTX.gov. The Commission and Council will be informed of the number of responses in support and opposition. Do not duplicate. Only one notice per property will be accepted.

If you have any questions regarding this notice, please contact our office at (409) 797-3660 and ask to speak to the staff member indicated below.

Para preguntas o mayor información en español, comuníquese con el Departamento de Planificación de la Ciudad de Galveston al (409) 797-3645.

Planning and Development Division
PO Box 779 (823 Rosenberg Room 401)
Galveston, Texas 77553-0934
Attn: Daniel Lunsford

☒ I am in favor
☐ I am opposed
☐ I have no comment

18P-059
December 18, 2018/January 24, 2019

COMMENTS: _____

Tracy D. Nash

Signature of Property Owner

Tracy D. Nash

Printed Name

1010 Commadore

Address of property within notification area

409 766-0634

*Contact Phone Number

*Please be advised that any and all comments received, are subject to the Texas Public Information Act. However, the contact phone number is to be used by Planning Staff only. You may be contacted regarding additional information and/or changes in meeting dates.

Please note local and state law requires that written notice of a public hearing shall be sent to each owner, as indicated by the most recently approved municipal tax roll. It is possible for property ownership to change as notices are generated. The City of Galveston will accept any notification of property owner changes in our offices for correction with regard to legal notice of planning and zoning cases.

RECEIVED

DEC 14 2018

PLANNING



Sullins Johnston Rohrbach & Magers

Attorneys at Law
(A Professional Corporation)

JOEL RHEMAN

DIRECT DIAL: 713-499-3153
DIRECT FAX: 713-403-2353
E-MAIL: jrheman@sjrm.com

December 12, 2018

VIA E-MAIL TO planningcounter@galvestontx.gov
AND VIA FIRST CLASS MAIL:

Planning and Development Division
Attn: Daniel Lunsford
PO Box 779
Galveston, Texas 77553

RECEIVED

17 2018

PLANNING

Re: Request for a change of zoning from Residential - Townhouse, Height and Density Development Zone 1 (R-2-HDDZ-1) to a Residential - Single Family, Height and Density Development Zone 6 (R-1-HDDZ-1) zoning district (the "Proposal")

Dear Mr. Lunsford:

The undersigned has been requested by Gretchen Garver Hilyard and Elizabeth Garver Black (the "Property Owners") to respond to the Notice of Public Hearing in connection with the Proposal.

Allow this letter to serve as confirmation that the Property Owners are strongly opposed to the Proposal. The Property Owners are owners of the land with a street address of 8309 Teichman Rd., Galveston, TX 77554 (the "Property").

Upon review of the City Of Galveston Zoning Map, a large majority of the real estate surrounding the Property is zoned as "Commercial – Mixed Use" by the City of Galveston. In fact, the Property is directly adjacent to a tract zoned as "Commercial – Mixed Use." Development of the adjacent property in conformity with the "Commercial – Mixed Use" designation is likely to have a substantial negative effect on the Property. Therefore, it is critical that the Property Owners retain as much flexibility as possible to utilize the Property in any manner deemed appropriate.

In addition, given the current zoning restrictions for nearby land, the Property Owners believe that imposing more restrictive zoning upon the Property is likely to decrease the desirability and market value of the Property. The owners desire to maintain maximum flexibility with respect to the use of the Property, both for the Property Owner's purposes as well as to

preserve the marketability in any future Property transaction. Additional restrictions upon the permitted use of the Property are likely to suppress the market value of the Property considered by a future purchaser. In addition, the Property Owners do not believe that any purported benefit to be realized from enacting the Proposal is significant enough to justify additional restrictions to the permitted use of the Property. Given the zoning of adjacent property as "Commercial – Mixed Use", the Property Owners feel that further restriction of the use of the Property through passage of the Proposal is not in character with the neighborhood or the potential development of surrounding tracts. Imposing additional restrictions on the Property is in direct contrast to the wide range of potential use for the immediately surrounding land. Consequently, any consideration with respect to the current zoning classification of the Property should involve a more expansive, not restrictive, permitted use of the Property.

Moreover, much of the nearby land is zoned either "Commercial – Mixed Use" "Light Industrial" or "Heavy Industrial." Restricting the Property solely to "Residential - Single Family" is not in harmony with the diverse and varied nature of the immediate surroundings, and, as stated above, is likely to have a negative effect on the market value of the Property in any future sale or transaction. The Property Owners believe that the current zoning classification is of material and substantial benefit to the Property, and, in fact, would be in favor of a more expansive zoning classification for the Property in conformity with the adjacent tracts.

Given the current zoning of the Property in the immediate vicinity, the Property Owners see no practical purpose in enacting the Proposal. Although the Property is currently utilized as a single family residence, maintaining the flexibility to utilize the Property for other purposes is of vital importance to the Property Owners, especially given the uncertain nature of potential development on the immediately adjacent tract of land. A significant development on the adjacent tract would likely result in the Property Owners electing to market the Property, or altering the use to maximize the utilization of the Property. Imposing the restrictions contemplated by the Proposal would significantly restrict the Property Owner's ability to utilize the Property in a manner similar to that of other land owners in the vicinity.

The Property Owners hope that the Planning Commission and Galveston City Council will consider this correspondence when evaluating the Proposal, determine that the Proposal is unnecessary and not in harmony with the character of the neighborhood, and ultimately reject the Proposal.

Planning and Development Division
Attn: Daniel Lunsford
PO Box 779
Galveston, Texas 77553
December 12, 2018
Page 3

On behalf of the Property Owners, the undersigned appreciates the time and attention the Planning Commission gives to this important matter. Should there be any questions concerning this letter, please do not hesitate to contact the undersigned at your convenience.

Regards,

SULLINS, JOHNSTON, ROHRBACH & MAGERS

A handwritten signature in blue ink, appearing to read "Joel Rheman".

Joel Rheman

cc: Client, **VIA E-MAIL**

ORDINANCE NO. 19-_____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, CHANGING THE ZONING FROM RESIDENTIAL, SINGLE FAMILY (R-1) TO COMMERCIAL (C) ZONING DISTRICT ON PROPERTIES COMMONLY KNOWN AS 21418 SAN LUIS PASS ROAD /FM 3005 AND ADJACENT TRACT TO THE NORTH. THE PROPERTIES ARE LEGALLY DESCRIBED AS ABST 121, PAGE 19, EAST PART OF LOT 1 (1-3), SEABIRD ACRES, AND ABST 121, PAGE 19, LOT 2, SEABIRD ACRES, IN THE CITY AND COUNTY OF GALVESTON, TEXAS; PLANNING CASE NUMBER 18P-061; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, the Applicant, Spencer Marston, Linfield, Hunter and Junius, Inc., is requesting that the City change the zoning on the properties located at 21418 San Luis Pass Road /FM 3005 and the southernmost half of the adjacent property to the north, from Residential, Single Family, Height and Density Development Zone 6 (R-1) zoning district to Commercial (C) zoning district. The Owner is Patricia M. Thompson. The properties are legally described as Abstract 121, Page 19, East Part of Lot 1 (1-3), Seabird Acres and Abstract 121, Page 19, Lot 2, Seabird Acres, in the City and County of Galveston, Texas. Planning Staff Report No. 18P-061 (“**Exhibit 1**”), is attached and fully incorporated herein for all purposes; and,

WHEREAS, as both of the subject lots are currently vacant. The Applicant’s intent is to operate a retail general store; and,

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

WHEREAS, 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 is unlikely to prove detrimental to surrounding residential neighborhoods in a commercial land use, and may serve to provide commercial services to West End residents through conformance to 2011 Comprehensive Plan Section LU 2.9: Create Neighborhood and Village Centers on the West End to Provide for the Needs of West End Residents; and,

WHEREAS, at its regular meeting of December 18, 2018, the Planning Commission voted to recommend approval of the zoning change; and,

WHEREAS, as set forth in the staff report, Staff 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, finds that the rezoning request meets the demonstrative criteria required for approval, per Division 13.601 (C), of the Land Development Regulations and deems it in the public interest to grant applicant's request for a change of zoning from Residential, Single Family (R-1) zoning district to Commercial (C), zoning district, for the properties commonly known as 21418 San Luis Pass Road /FM 3005 and legally described as Abstract 121, Page 19, East Part of Lot 1 (1-3), Seabird Acres and Abstract 121, Page 19, Lot 2, Seabird Acres, in the City and County of Galveston, Texas.

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

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

SECTION 2. The zoning classification of the properties commonly known as 21418 San Luis Pass Road /FM 3005 and legally known as Abstract 121, Page 19, East Part of Lot 1 (1-3), Seabird Acres as well as the southernmost half of the property legally described as Abstract 121, Page 19, Lot 2, Seabird Acres, in the City and County of Galveston, Texas, is hereby changed from Residential, Single Family (R-1) Zoning District to Commercial (C) Zoning District.

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

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

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

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

APPROVED AS TO FORM:

DONNA M. FAIRWEATHER
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its regular meeting held on January 24, 2019, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this ____ day of _____, 2019.

Secretary for the City Council
Of the City of Galveston



18P-061

STAFF REPORT

ADDRESS:

21418 San Luis Pass Road/FM 3005 and
Adjacent Vacant Tract

LEGAL DESCRIPTION:

Properties are legally described as Abstract
121 Page 19 East Part of Lot 1 (1-3) and Lot 2,
Seabird Acres, in the City and County of
Galveston Texas.

APPLICANT/REPRESENTATIVE:

Spencer Marston, Linfield, Hunter, and
Junius, Inc.

PROPERTY OWNER:

Patricia Thompson

ZONING:

Residential, Single Family (R-1)

REQUEST:

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

STAFF RECOMMENDATION:

Approval

EXHIBITS:

- A – Zoning Maps
- B – Applicant's Narrative
- C – Proposed Site Plan
- D – Zoning Comparison
- E – Public Notices and Comments

STAFF:

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

Public Notice and Comment:

Sent	Returned	In Favor	Opposed	No Comment
25	9	1	8	0

City Department Notification Responses:

None.



Executive Summary

The applicant is requesting a change of zoning from Residential, Single Family (R-1) to Commercial (C) zoning district. Both lots are currently vacant. The applicant's intent for the change of zoning is to operate a retail general store, as described in Exhibits B and C.

Interpretation of Use Classification

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

Compatibility with Surrounding Land Use and Zoning

The two subject lots are surrounded by properties that are zoned Residential, Single-Family (R-1). Staff finds the change of zoning and proposed use is compatible with surrounding land uses. The subject site is in the vicinity of commercial land uses, however: a Commercial (C) tract currently used as a boat repair and storage facility is approximately 225 feet west, and there are several vacant Commercial (C) tracts approximately 300 feet to the east. The change of zoning and proposed use provides a neighborhood-serving commercial center on the West End that is conveniently located to meet the needs of existing and future residents.

Zoning and Land Use Chart

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

Criteria for Approval

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

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

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

Conformance

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

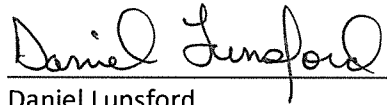
Staff Recommendation

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

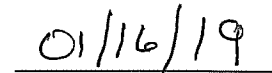
Other Reviews

Planning Commission approved the request by a vote of four (4) in favor and one (1) opposed at the December 18, 2018 regular meeting. City Council has the final decision authority regarding this request. Note, however, that because the land area within the notification area that belongs to those opposing the change of zoning is twenty (20) percent or more, per Texas Local Government Code Sec. 211.006, a supermajority approval by City Council is required.

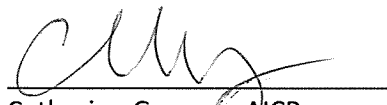
Respectfully Submitted,



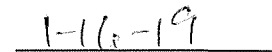
Daniel Lunsford
Planner



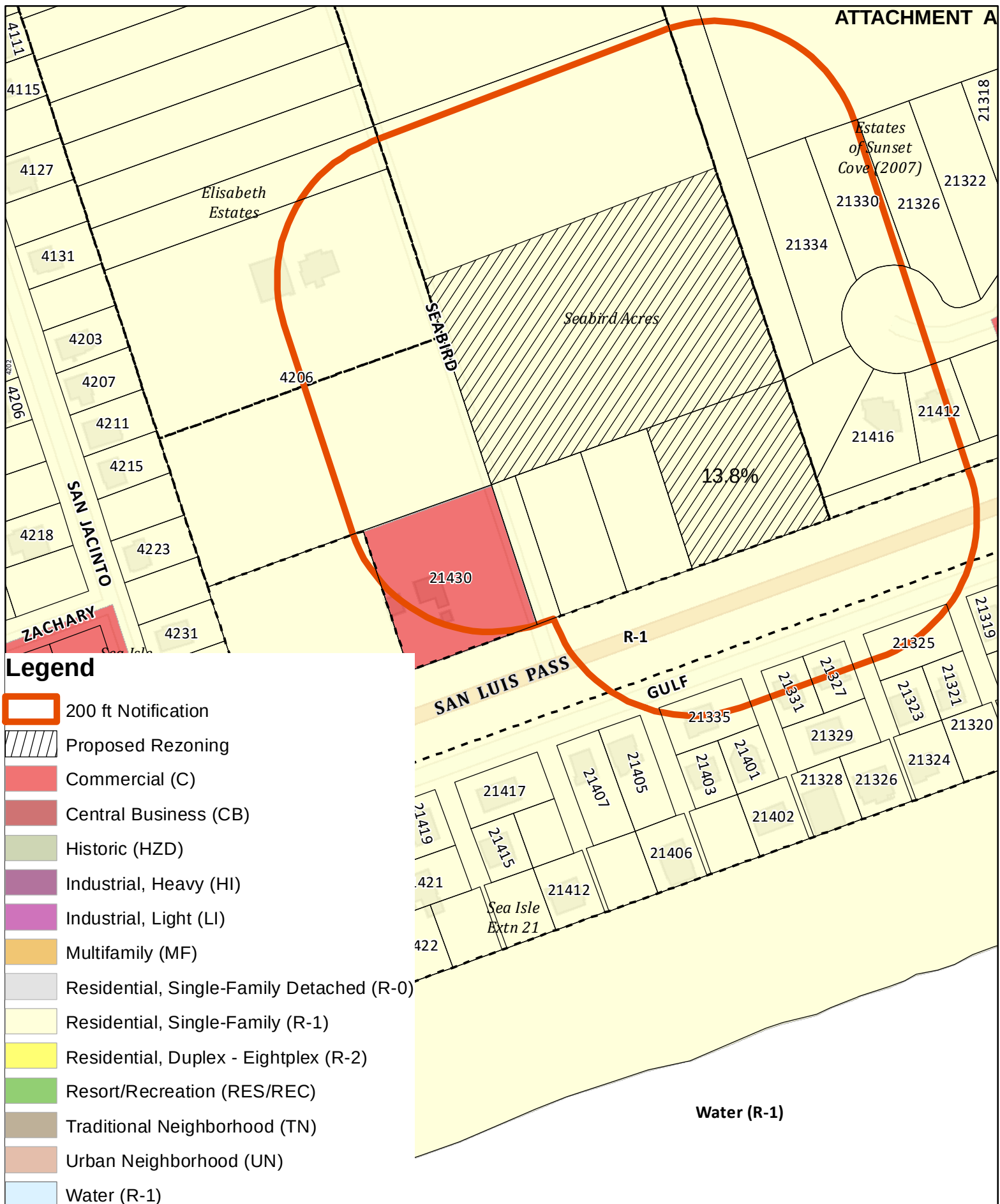
Date



Catherine Gorman, AICP
Assistant Planning Director / HPO

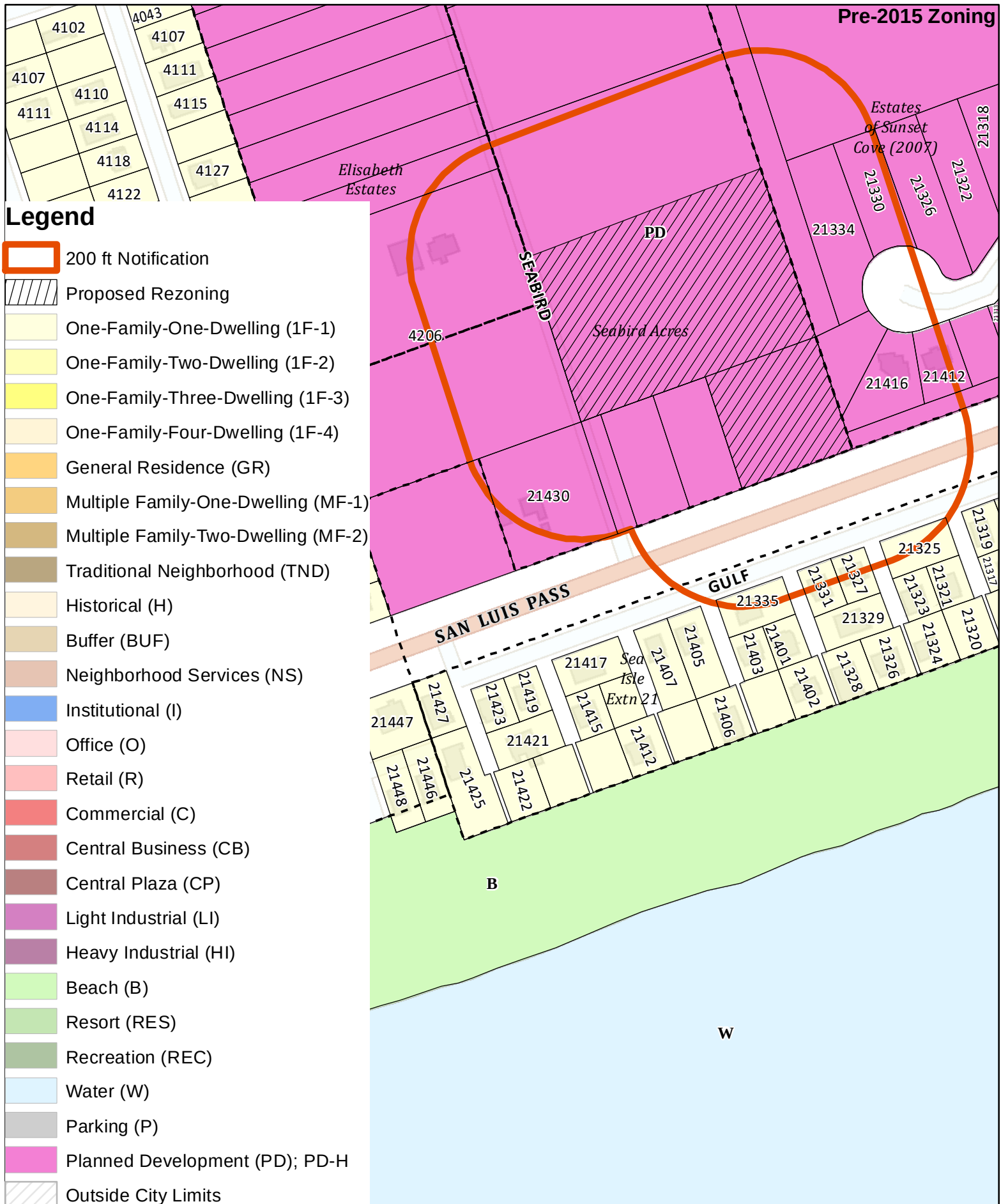


Date



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.





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.





LINFIELD, HUNTER & JUNIUS, INC.

PROFESSIONAL ENGINEERS, ARCHITECTS,
LANDSCAPE ARCHITECTS AND SURVEYORS

3608 18th Street / Suite 200
Metairie, Louisiana 70002
(504) 833-5300 / (504) 833-5350 fax

lhj@lhjunius.com

Ralph W. Junius, Jr., P.E.
Nathan J. Junius, P.E., P.L.S.
Sergio J. Girau, P.E.
Anthony F. Goodgion, P.E.
J. Greg Cantrell, PLA
Charles T. Knight, P.E.
Robert E. Nockron, P.E.
Mark K. Annino

Daniel F. Bobeck, P.E.
Benjamin N. Chadwick, AIA
Wesley R. Eustis, P.E.
Daniel A. Flores, P.E.
Casey M. Genovese, P.E.
Jedidiah S. Hellmich, P.E.
Bryan K. Parks, PLA
Timothy J. Roth, P.E.
Luis F. Sosa, P.E.
Richard A. Van Wootten, P.E.

November 5, 2018

Planning and Development Division
City of Galveston
823 Rosenberg
4th Floor, Room 401
Galveston, TX 77550

**RE: Parcel # 296553 & Portion of Parcel #117383 – Rezoning Request - Galveston, TX,
Our File #: 18-147**

We, Linfield, Hunter & Junius, Inc., authorized agents for the above referenced property, owned by Patricia M. Thompson, are requesting the property located $\pm$ 200' northeast of the intersection of Seabird Drive & FM 3005, Parcel Numbers: 296553 & Portion of 117383, consisting of approximately 3.547 acres, to be rezoned from Residential, Single-Family (R-1) to Commercial (C).

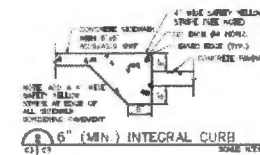
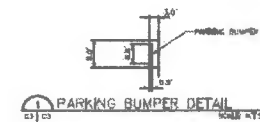
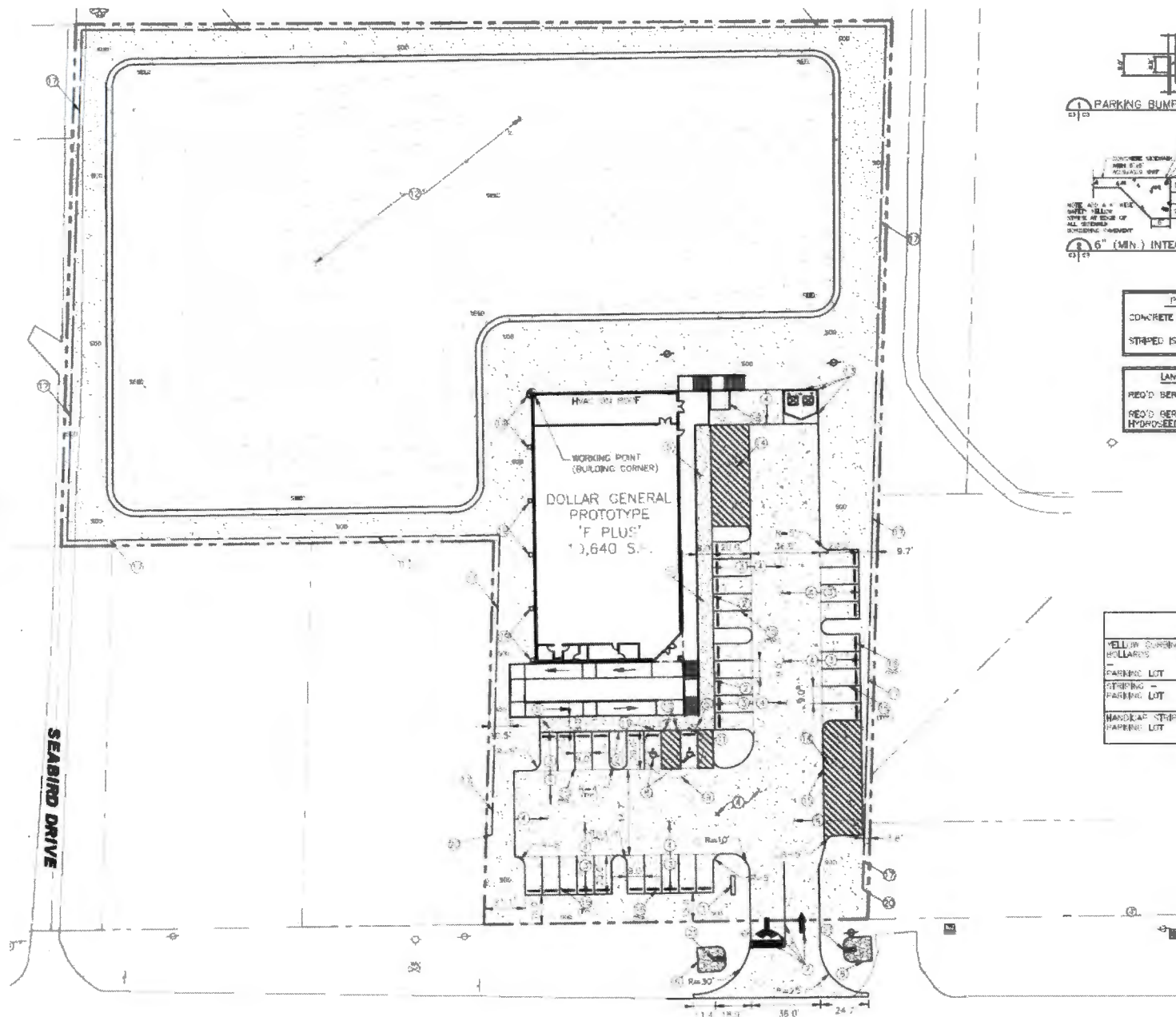
The proposed use of the land is a commercial retail store with pertinent site lighting and landscaping meeting the City of Galveston's Code of Ordinances. The proposed improvements include a single $\pm$ 10,640 S.F. building, 36 parking stalls, site landscaping, drainage, and utility improvements. The property is of sufficient size to accommodate a commercial development that will comply with the requirements of the Land Development Regulations including parking and buffering requirements.

The proposed zoning of Commercial (C) is consistent with the surrounding properties along the northern frontage of FM 3005, in which there are 17 parcels of land zoned Commercial (C) within half a mile of the proposed site. The proposed commercial zoning will help to create and retain quality jobs while promoting the fiscal health of the City by bringing in new and additional tax revenue. The proposed rezoning/development is located within an area that contains adequate street access, water, wastewater, other utilities, and delivery of public services.

Very truly yours,

LINFIELD, HUNTER & JUNIUS, INC.

Spencer Marston



PAVING LEGEND	
CONCRETE PAVING	
STRIPPED ISLAND	

LANDSCAPING LEGEND	
REQ'D BERMUDA SOG	
REQ'D BERMUDA HYDROSEED	

CONSTRUCTION LEGEND

- REQ'D COLLAR GENERAL SIGN PERMITTING AND INSTALLATION TO BE PERFORMED BY CONTRACTOR
- REQ'D 6" INTEGRAL CURB W/ 4" WIDE SAFETY YELLOW STRIPE (SEE DETAIL 2, THIS SHEET)
- REQ'D 5" PORTLAND CEMENT CONCRETE PAVEMENT (SEE DETAIL 2A, DWG. C-6)
- REQ'D 7" PORTLAND CEMENT CONCRETE PAVEMENT (SEE DETAIL 2B, DWG. C-6)
- REQ'D CONCRETE SIDEWALK (SEE DETAIL 7, DWG. C-6)
- REQ'D 12" STONE RIP RAP (UNDERLAY W/ GEOTEXTILE FABRIC IN ACCORDANCE W/ TxDOT ITEM 432)
- REQ'D PAVEMENT MARKINGS (SEE DETAILS 1 & 3, DWG. C-6)
- REQ'D HANDICAP SYMBOL (SEE DETAIL 10, DWG. C-6)
- REQ'D HANDICAP PARKING DETAIL (SEE DETAIL 5, DWG. C-6)
- REQ'D PIPE BOLLARD (SEE DETAIL 8, DWG. C-6)
- REQ'D HANDICAP PARKING SIGN (SEE DETAIL 4, DWG. C-6)
- REQ'D DETENTION POND (SEE DWG. C-4)
- REQ'D DUMPSITE - COMPACTOR ENCLOSURE (SEE DETAIL C-6B)
- REQ'D 4" WIDE YELLOW STRIPING @ 45' @ 4' O.C.
- REQ'D 4" WIDE YELLOW STRIPING
- REQ'D CONCRETE PARKING BUMPER PAINT YELLOW (SEE DETAIL 1, THIS SHEET)
- REQ'D 6" TALL WOODEN FENCE (SEE DETAIL C-6A)
- REQ'D SCISSOR LIFT FOR LOADING AREA
- REQ'D 18"x30" CONCRETE SPLASH BLOCK (SEE DETAIL 5, DWG. C-6A)
- REQ'D BEGIN/END 6" TALL WOODEN FENCE
- REQ'D SAFETY END TREATMENT (SEE TxDOT 852-SP DETAIL)

STRIPING LEGEND

YELLOW CURBING & BOLLARDS	SURFACES SHALL BE CLEAN, DRY AND METAL SURFACES FREE OF HEAVY RUST
PARKING LOT	2 COATS SHERWIN WILLIAMS - PEX 4000 ACRYLIC ALKID ENAMEL SAFETY YELLOW 9559-30C
STRIPING - PARKING LOT	SURFACES SHALL BE CLEAN AND DRY
HANDICAP STRIPING - PARKING LOT	TOP COAT SHERWIN WILLIAMS - PEX 4000 ACRYLIC ALKID ENAMEL SAFETY YELLOW 9559-30C
	SURFACES SHALL BE CLEAN AND DRY
	TOP COAT SHERWIN WILLIAMS - PEX 4000 ACRYLIC ALKID ENAMEL SAFETY YELLOW 9559-30C

F.M. 3005 (TERMINI-SAN LUIS PASS RD)

ATTACHMENT C

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

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

Permitted Uses: Commercial Uses

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

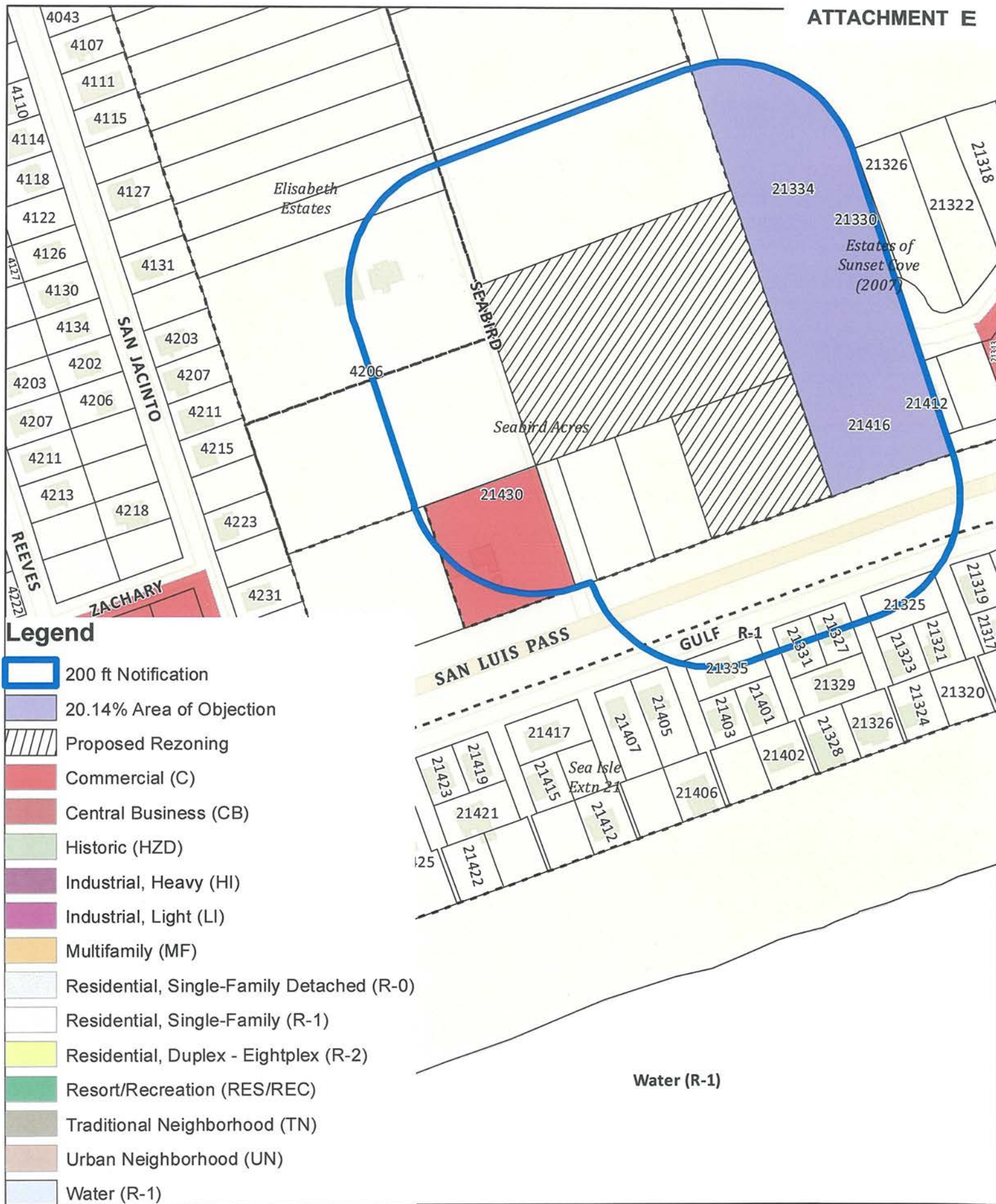
Zoning Comparison

Commercial Land Uses	R-1	C
Adult Day Care	-	P
Adult Use (SOB)	-	S
Alcoholic Beverage Sales, Liquor Store or Package	-	P
Arena / Stadium	-	P
Auto Service/Fueling or Charging Station	-	L
Bar	-	P
Child Care Facility, Day Care (Commercial)	-	P
Cleaning / laundry pick-up station	-	P
Cleaning / laundry-mat self service	-	P
College / University / Vo-Tech	-	P
Commercial Amusement/Recreation Indoor	-	L

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

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

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



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.



18P-061 Public Responses

WITHIN 200' NOTIFICATION AREA	
IN FAVOR	1
OPPOSED	8
OTHER	3 Returned to Sender
TOTAL	12

OUTSIDE 200' NOTIFICATION AREA	
IN FAVOR	0
OPPOSED	11
OTHER	0
TOTAL	11

WITHIN 200'
IN FAVOR



City of Galveston

DEVELOPMENT SERVICES
823 Rosenberg, Rm 401 | Galveston, TX 77550
planningcounter@galvestontx.gov | 409-797-3660

NOTICE OF PUBLIC HEARING REGULAR MEETING

Notice is hereby given that on December 4, 2018, at 3:30 p.m., a Public Hearing will be held by the **PLANNING COMMISSION** on the following request, in City Council Chambers, Second Floor of City Hall, 823 Rosenberg, in the City of Galveston, Texas:

CITY COUNCIL HAS FINAL DECISION-MAKING AUTHORITY REGARDING THIS CASE

Notice is hereby given that on January 24, 2019, at 1:15 p.m., a Public Hearing will be held by **CITY COUNCIL**, in City Council Chambers, Second Floor of City Hall, 823 Rosenberg, in the City of Galveston, Texas:

18P-061 (21418 FM 3005 and Adjacent Parcel) Request for a change of zoning from Residential-Single Family (R-1) to a Commercial (C) zoning district. Properties are legally described as Abstract 121 Page 19 East Part of Lot 1 (1-3) and Lot 2, Seabird Acres, in the City and County of Galveston Texas.

Applicant: Spencer Marston, Linfield, Hunter, and Junius, Inc.

Property Owner: Patricia Thompson

Because you own property in the vicinity of the subject property, the City of Galveston invites you to attend the meetings and/or share your opinion by returning this form. Prior to the meeting date, you may mail the comment form to the address below, deliver it in person, or scan and e-mail to planningcounter@galvestontx.gov. The Commission and Council will be informed of the number of responses in support and opposition. Do not duplicate. Only one notice per property will be accepted.

If you have any questions regarding this notice, please contact our office at (409) 797-3660 and ask to speak to the staff member indicated below.

Para preguntas o mayor información en español, comuníquese con el Departamento de Planificación de la Ciudad de Galveston al (409) 797-3645.

Planning and Development Division
PO Box 779 (823 Rosenberg Room 401)
Galveston, Texas 77553-0934
Attn: Daniel Lunsford

RECEIVED

NOV 29 2018

- ☒ I am in favor
☐ I am opposed
☐ I have no comment

PLANNING

18P-061

December 4, 2018/January 24, 2019

COMMENTS: _____

Andrew J. O'Connor
Signature of Property Owner

Andrew J. O'Connor
Printed Name

4206 SEABIRD DRIVE
Address of property within notification area

361-798-9930
*Contact Phone Number

*Please be advised that any and all comments received, are subject to the Texas Public Information Act. However, the contact phone number is to be used by Planning Staff only. You may be contacted regarding additional information and/or changes in meeting dates.

Please note local and state law requires that written notice of a public hearing shall be sent to each owner, as indicated by the most recently approved municipal tax roll. It is possible for property ownership to change as notices are generated. The City of Galveston will accept any notification of property owner changes in our offices for correction with regard to legal notice of planning and zoning cases.



WITHIN 200'

OPPOSED



City of Galveston

DEVELOPMENT SERVICES
823 Rosenberg, Rm 401 | Galveston, TX 77550
planningcounter@galvestontx.gov | 409-797-3660

NOTICE OF PUBLIC HEARING REGULAR MEETING

Notice is hereby given that on December 4, 2018, at 3:30 p.m., a Public Hearing will be held by the **PLANNING COMMISSION** on the following request, in City Council Chambers, Second Floor of City Hall, 823 Rosenberg, in the City of Galveston, Texas:

CITY COUNCIL HAS FINAL DECISION-MAKING AUTHORITY REGARDING THIS CASE

Notice is hereby given that on January 24, 2019, at 1:15 p.m., a Public Hearing will be held by **CITY COUNCIL**, in City Council Chambers, Second Floor of City Hall, 823 Rosenberg, in the City of Galveston, Texas:

18P-061 (21418 FM 3005 and Adjacent Parcel) Request for a change of zoning from Residential-Single Family (R-1) to a Commercial (C) zoning district. Properties are legally described as Abstract 121 Page 19 East Part of Lot 1 (1-3) and Lot 2, Seabird Acres, in the City and County of Galveston Texas.

Applicant: Spencer Marston, Linfield, Hunter, and Junius, Inc.

Property Owner: Patricia Thompson

Because you own property in the vicinity of the subject property, the City of Galveston invites you to attend the meetings and/or share your opinion by returning this form. Prior to the meeting date, you may mail the comment form to the address below, deliver it in person, or scan and e-mail to planningcounter@galvestontx.gov. The Commission and Council will be informed of the number of responses in support and opposition. Do not duplicate. Only one notice per property will be accepted.

If you have any questions regarding this notice, please contact our office at (409) 797-3660 and ask to speak to the staff member indicated below.

Para preguntas o mayor información en español, comuníquese con el Departamento de Planificación de la Ciudad de Galveston al (409) 797-3645.

Planning and Development Division
PO Box 779 (823 Rosenberg Room 401)
Galveston, Texas 77553-0934
Attn: Daniel Lunsford

☐ I am in favor
☒ I am opposed
☐ I have no comment

18P-061

December 4, 2018/January 24, 2019

COMMENTS:

There is adequate existing Commercial zoning on

Ross

Signature of Property Owner

Ross Novelli Jr.

Printed Name *GRD Construction Inc.*

Reserve Partner Estates of Sunset Cove L.P.

*Please be advised that any and all comments received, are subject to the Texas Public Information Act. However, the contact phone number is to be used by Planning Staff only. You may be contacted regarding additional information and/or changes in meeting dates.

Address of property within notification area

409 692 5221

*Contact Phone Number

Please note local and state law requires that written notice of a public hearing shall be sent to each owner, as indicated by the most recently approved municipal tax roll. It is possible for property ownership to change as notices are generated. The City of Galveston will accept any notification of property owner changes in our offices for correction with regard to legal notice of planning and zoning cases.

West Galveston Island. This proposed change would hurt my subdivision values.





City of Galveston

DEVELOPMENT SERVICES
823 Rosenberg, Rm 401 | Galveston, TX 77550
planningcounter@galvestontx.gov | 409-797-3660

NOTICE OF PUBLIC HEARING REGULAR MEETING

Notice is hereby given that on December 4, 2018, at 3:30 p.m., a Public Hearing will be held by the **PLANNING COMMISSION** on the following request, in City Council Chambers, Second Floor of City Hall, 823 Rosenberg, in the City of Galveston, Texas:

CITY COUNCIL HAS FINAL DECISION-MAKING AUTHORITY REGARDING THIS CASE

Notice is hereby given that on January 24, 2019, at 1:15 p.m., a Public Hearing will be held by **CITY COUNCIL**, in City Council Chambers, Second Floor of City Hall, 823 Rosenberg, in the City of Galveston, Texas:

18P-061 (21418 FM 3005 and Adjacent Parcel) Request for a change of zoning from Residential-Single Family (R-1) to a Commercial (C) zoning district. Properties are legally described as Abstract 121 Page 19 East Part of Lot 1 (1-3) and Lot 2, Seabird Acres, in the City and County of Galveston Texas.

Applicant: Spencer Marston, Linfield, Hunter, and Junius, Inc.

Property Owner: Patricia Thompson

Because you own property in the vicinity of the subject property, the City of Galveston invites you to attend the meetings and/or share your opinion by returning this form. Prior to the meeting date, you may mail the comment form to the address below, deliver it in person, or scan and e-mail to planningcounter@galvestontx.gov. The Commission and Council will be informed of the number of responses in support and opposition. Do not duplicate. Only one notice per property will be accepted.

If you have any questions regarding this notice, please contact our office at (409) 797-3660 and ask to speak to the staff member indicated below.

Para preguntas o mayor información en español, comuníquese con el Departamento de Planificación de la Ciudad de Galveston al (409) 797-3645.

Planning and Development Division
PO Box 779 (823 Rosenberg Room 401)
Galveston, Texas 77553-0934
Attn: Daniel Lunsford

☐ I am in favor
☒ I am opposed
☐ I have no comment

18P-061
December 4, 2018/January 24, 2019

COMMENTS:

There is adequate existing Commercial zoning on

Signature of Property Owner

Ross Novelli Jr.

Printed Name

GRD Construction Inc.

Address of property within notification area

409 692 5221

*Contact Phone Number

*Please be advised that any and all comments received, are subject to the Texas Public Information Act. However, the contact phone number is to be used by Planning Staff only. You may be contacted regarding additional information and/or changes in meeting dates.

Please note local and state law requires that written notice of a public hearing shall be sent to each owner, as indicated by the most recently approved municipal tax roll. It is possible for property ownership to change as notices are generated. The City of Galveston will accept any notification of property owner changes in our offices for correction with regard to legal notice of planning and zoning cases.

West Galveston Island. This would hurt my Subdivision values.





City of Galveston

DEVELOPMENT SERVICES
823 Rosenberg, Rm 401 | Galveston, TX 77550
planningcounter@galvestontx.gov | 409-797-3660

NOTICE OF PUBLIC HEARING REGULAR MEETING

Notice is hereby given that on December 4, 2018, at 3:30 p.m., a Public Hearing will be held by the **PLANNING COMMISSION** on the following request, in City Council Chambers, Second Floor of City Hall, 823 Rosenberg, in the City of Galveston, Texas:

CITY COUNCIL HAS FINAL DECISION-MAKING AUTHORITY REGARDING THIS CASE

Notice is hereby given that on January 24, 2019, at 1:15 p.m., a Public Hearing will be held by **CITY COUNCIL**, in City Council Chambers, Second Floor of City Hall, 823 Rosenberg, in the City of Galveston, Texas:

18P-061 (21418 FM 3005 and Adjacent Parcel) Request for a change of zoning from Residential-Single Family (R-1) to a Commercial (C) zoning district. Properties are legally described as Abstract 121 Page 19 East Part of Lot 1 (1-3) and Lot 2, Seabird Acres, in the City and County of Galveston Texas.

Applicant: Spencer Marston, Linfield, Hunter, and Junius, Inc.

Property Owner: Patricia Thompson

Because you own property in the vicinity of the subject property, the City of Galveston invites you to attend the meetings and/or share your opinion by returning this form. Prior to the meeting date, you may mail the comment form to the address below, deliver it in person, or scan and e-mail to planningcounter@galvestontx.gov. The Commission and Council will be informed of the number of responses in support and opposition. Do not duplicate. Only one notice per property will be accepted.

If you have any questions regarding this notice, please contact our office at (409) 797-3660 and ask to speak to the staff member indicated below.

Para preguntas o mayor información en español, comuníquese con el Departamento de Planificación de la Ciudad de Galveston al (409) 797-3645.

Planning and Development Division
PO Box 779 (823 Rosenberg Room 401)
Galveston, Texas 77553-0934
Attn: Daniel Lunsford

☐ I am in favor
☒ I am opposed
☐ I have no comment.

18P-061
December 4, 2018/January 24, 2019

COMMENTS: *There is adequate existing Commercial zoning →*

Ross Novelli Jr.
Signature of Property Owner

Lot Scissor Tail Ln.
Address of property within notification area

Ross Novelli Jr.
Printed Name

409 692 5221
*Contact Phone Number

General Partner Estates of Sunset Cove L.P.
*Please be advised that any and all comments received, are subject to the Texas Public Information Act. However, the contact phone number is to be used by Planning Staff only. You may be contacted regarding additional information and/or changes in meeting dates.

Please note local and state law requires that written notice of a public hearing shall be sent to each owner, as indicated by the most recently approved municipal tax roll. It is possible for property ownership to change as notices are generated. The City of Galveston will accept any notification of property owner changes in our offices for correction with regard to legal notice of planning and zoning cases.

on West Galveston Island This would hurt my subdivision values.





City of Galveston

DEVELOPMENT SERVICES
823 Rosenberg, Rm 401 | Galveston, TX 77550
planningcounter@galvestontx.gov | 409-797-3660

NOTICE OF PUBLIC HEARING REGULAR MEETING

Notice is hereby given that on December 4, 2018, at 3:30 p.m., a Public Hearing will be held by the **PLANNING COMMISSION** on the following request, in City Council Chambers, Second Floor of City Hall, 823 Rosenberg, in the City of Galveston, Texas:

CITY COUNCIL HAS FINAL DECISION-MAKING AUTHORITY REGARDING THIS CASE

Notice is hereby given that on January 24, 2019, at 1:15 p.m., a Public Hearing will be held by **CITY COUNCIL**, in City Council Chambers, Second Floor of City Hall, 823 Rosenberg, in the City of Galveston, Texas:

18P-061 (21418 FM 3005 and Adjacent Parcel) Request for a change of zoning from Residential-Single Family (R-1) to a Commercial (C) zoning district. Properties are legally described as Abstract 121 Page 19 East Part of Lot 1 (1-3) and Lot 2, Seabird Acres, in the City and County of Galveston Texas.

Applicant: Spencer Marston, Linfield, Hunter, and Junius, Inc.

Property Owner: Patricia Thompson

Because you own property in the vicinity of the subject property, the City of Galveston invites you to attend the meetings and/or share your opinion by returning this form. Prior to the meeting date, you may mail the comment form to the address below, deliver it in person, or scan and e-mail to planningcounter@galvestontx.gov. The Commission and Council will be informed of the number of responses in support and opposition. Do not duplicate. Only one notice per property will be accepted.

If you have any questions regarding this notice, please contact our office at (409) 797-3660 and ask to speak to the staff member indicated below.

Para preguntas o mayor información en español, comuníquese con el Departamento de Planificación de la Ciudad de Galveston al (409) 797-3645.

Planning and Development Division
PO Box 779 (823 Rosenberg Room 401)
Galveston, Texas 77553-0934
Attn: Daniel Lunsford

- ☐ I am in favor
☒ I am opposed
☐ I have no comment

18P-061

December 4, 2018/January 24, 2019

COMMENTS:

There is adequate existing Commercial zoning

Ross
Signature of Property Owner

Seabird Acres Tr Lot.
Address of property within notification area

Ross Novelli Jr.
Printed Name

409 692 5221
*Contact Phone Number

BRD Construction Inc.

General Partner Estates of Sunset Cove L.P.

*Please be advised that any and all comments received, are subject to the Texas Public Information Act. However, the contact phone number is to be used by Planning Staff only. You may be contacted regarding additional information and/or changes in meeting dates.

Please note local and state law requires that written notice of a public hearing shall be sent to each owner, as indicated by the most recently approved municipal tax roll. It is possible for property ownership to change as notices are generated. The City of Galveston will accept any notification of property owner changes in our offices for correction with regard to legal notice of planning and zoning cases.

on West Galveston Island. This would hurt my values.





City of Galveston

DEVELOPMENT SERVICES
823 Rosenberg, Rm 401 | Galveston, TX 77550
planningcounter@galvestontx.gov | 409-797-3660

NOTICE OF PUBLIC HEARING REGULAR MEETING

Notice is hereby given that on December 4, 2018, at 3:30 p.m., a Public Hearing will be held by the **PLANNING COMMISSION** on the following request, in City Council Chambers, Second Floor of City Hall, 823 Rosenberg, in the City of Galveston, Texas:

CITY COUNCIL HAS FINAL DECISION-MAKING AUTHORITY REGARDING THIS CASE

Notice is hereby given that on January 24, 2019, at 1:15 p.m., a Public Hearing will be held by **CITY COUNCIL**, in City Council Chambers, Second Floor of City Hall, 823 Rosenberg, in the City of Galveston, Texas:

18P-061 (21418 FM 3005 and Adjacent Parcel) Request for a change of zoning from Residential-Single Family (R-1) to a Commercial (C) zoning district. Properties are legally described as Abstract 121 Page 19 East Part of Lot 1 (1-3) and Lot 2, Seabird Acres, in the City and County of Galveston Texas.
Applicant: Spencer Marston, Linfield, Hunter, and Junius, Inc.
Property Owner: Patricia Thompson

Because you own property in the vicinity of the subject property, the City of Galveston invites you to attend the meetings and/or share your opinion by returning this form. Prior to the meeting date, you may mail the comment form to the address below, deliver it in person, or scan and e-mail to planningcounter@galvestontx.gov. The Commission and Council will be informed of the number of responses in support and opposition. Do not duplicate. Only one notice per property will be accepted.

If you have any questions regarding this notice, please contact our office at (409) 797-3660 and ask to speak to the staff member indicated below.

Para preguntas o mayor información en español, comuníquese con el Departamento de Planificación de la Ciudad de Galveston al (409) 797-3645.

Planning and Development Division
PO Box 779 (823 Rosenberg Room 401)
Galveston, Texas 77553-0934
Attn: Daniel Lunsford

- ☐ I am in favor
☒ I am opposed
☐ I have no comment

18P-061
December 4, 2018/January 24, 2019

COMMENTS:

There is adequate existing commercial ~~over~~

[Signature]
Signature of Property Owner

Scissor Tail ha.
Address of property within notification area

Ross Novelli Jr.
Printed Name

409 692 5221
*Contact Phone Number

as President of GRD Construction, Inc.
General Partner Estate of Sunset Cove L.P.
*Please be advised that any and all comments received, are subject to the Texas Public Information Act. However, the contact phone number is to be used by Planning Staff only. You may be contacted regarding additional information and/or changes in meeting dates.

Please note local and state law requires that written notice of a public hearing shall be sent to each owner, as indicated by the most recently approved municipal tax roll. It is possible for property ownership to change as notices are generated. The City of Galveston will accept any notification of property owner changes in our offices for correction with regard to legal notice of planning and zoning cases.

*Real Estate of West Galveston Island. This
going change would hurt my values.*





City of Galveston

DEVELOPMENT SERVICES
823 Rosenberg, Rm 401 | Galveston, TX 77550
planningcounter@galvestontx.gov | 409-797-3660

NOTICE OF PUBLIC HEARING REGULAR MEETING

Notice is hereby given that on December 4, 2018, at 3:30 p.m., a Public Hearing will be held by the **PLANNING COMMISSION** on the following request, in City Council Chambers, Second Floor of City Hall, 823 Rosenberg, in the City of Galveston, Texas:

CITY COUNCIL HAS FINAL DECISION-MAKING AUTHORITY REGARDING THIS CASE

Notice is hereby given that on January 24, 2019, at 1:15 p.m., a Public Hearing will be held by **CITY COUNCIL**, in City Council Chambers, Second Floor of City Hall, 823 Rosenberg, in the City of Galveston, Texas:

18P-061 (21418 FM 3005 and Adjacent Parcel) Request for a change of zoning from Residential-Single Family (R-1) to a Commercial (C) zoning district. Properties are legally described as Abstract 121 Page 19 East Part of Lot 1 (1-3) and Lot 2, Seabird Acres, in the City and County of Galveston Texas.
Applicant: Spencer Marston, Linfield, Hunter, and Junius, Inc.
Property Owner: Patricia Thompson

Because you own property in the vicinity of the subject property, the City of Galveston invites you to attend the meetings and/or share your opinion by returning this form. Prior to the meeting date, you may mail the comment form to the address below, deliver it in person, or scan and e-mail to planningcounter@galvestontx.gov. The Commission and Council will be informed of the number of responses in support and opposition. Do not duplicate. Only one notice per property will be accepted.

If you have any questions regarding this notice, please contact our office at (409) 797-3660 and ask to speak to the staff member indicated below.

Para preguntas o mayor información en español, comuníquese con el Departamento de Planificación de la Ciudad de Galveston al (409) 797-3645.

Planning and Development Division
PO Box 779 (823 Rosenberg Room 401)
Galveston, Texas 77553-0934
Attn: Daniel Lunsford

- ☐ I am in favor
☒ I am opposed
☐ I have no comment

18P-061
December 4, 2018/January 24, 2019

COMMENTS: There is adequate existing commercial zoning on

Rough
Signature of Property Owner

Lot - Scissor Tail La.
Address of property within notification area

Ross Novell Jr.
Printed Name

409 692 5221
*Contact Phone Number

GRD Construction Inc.
General Partner Estates of Sunset Cove L.P.
*Please be advised that any and all comments received, are subject to the Texas Public Information Act. However, the contact phone number is to be used by Planning Staff only. You may be contacted regarding additional information and/or changes in meeting dates.

Please note local and state law requires that written notice of a public hearing shall be sent to each owner, as indicated by the most recently approved municipal tax roll. It is possible for property ownership to change as notices are generated. The City of Galveston will accept any notification of property owner changes in our offices for correction with regard to legal notice of planning and zoning cases.

West Galveston Island. This proposed change would
hurt my subdivision values.





City of Galveston

DEVELOPMENT SERVICES
823 Rosenberg, Rm 401 | Galveston, TX 77550
planningcounter@galvestontx.gov | 409-797-3660

NOTICE OF PUBLIC HEARING REGULAR MEETING

Notice is hereby given that on December 4, 2018, at 3:30 p.m., a Public Hearing will be held by the **PLANNING COMMISSION** on the following request, in City Council Chambers, Second Floor of City Hall, 823 Rosenberg, in the City of Galveston, Texas:

CITY COUNCIL HAS FINAL DECISION-MAKING AUTHORITY REGARDING THIS CASE

Notice is hereby given that on January 24, 2019, at 1:15 p.m., a Public Hearing will be held by **CITY COUNCIL**, in City Council Chambers, Second Floor of City Hall, 823 Rosenberg, in the City of Galveston, Texas:

18P-061 (21418 FM 3005 and Adjacent Parcel) Request for a change of zoning from Residential-Single Family (R-1) to a Commercial (C) zoning district. Properties are legally described as Abstract 121 Page 19 East Part of Lot 1 (1-3) and Lot 2, Seabird Acres, in the City and County of Galveston Texas.
Applicant: Spencer Marston, Linfield, Hunter, and Junius, Inc.
Property Owner: Patricia Thompson

Because you own property in the vicinity of the subject property, the City of Galveston invites you to attend the meetings and/or share your opinion by returning this form. Prior to the meeting date, you may mail the comment form to the address below, deliver it in person, or scan and e-mail to planningcounter@galvestontx.gov. The Commission and Council will be informed of the number of responses in support and opposition. Do not duplicate. Only one notice per property will be accepted.

If you have any questions regarding this notice, please contact our office at (409) 797-3660 and ask to speak to the staff member indicated below.

Para preguntas o mayor información en español, comuníquese con el Departamento de Planificación de la Ciudad de Galveston al (409) 797-3645.

Planning and Development Division
PO Box 779 (823 Rosenberg Room 401)
Galveston, Texas 77553-0934
Attn: Daniel Lunsford

- ☐ I am in favor
☒ I am opposed
☐ I have no comment

18P-061
December 4, 2018/January 24, 2019

COMMENTS: Incompatibility with residential area, present + future usage.
CAB R#

Park
Signature of Property Owner Ross Novelli Jr. Address of property within notification area PARK AREA 610019
as President of GRD Construction, Inc. 409 692 5221

Printed Name General Partner, Estates of Sunset Cove L.P. *Contact Phone Number

*Please be advised that any and all comments received, are subject to the Texas Public Information Act. However, the contact phone number is to be used by Planning Staff only. You may be contacted regarding additional information and/or changes in meeting dates.

Please note local and state law requires that written notice of a public hearing shall be sent to each owner, as indicated by the most recently approved municipal tax roll. It is possible for property ownership to change as notices are generated. The City of Galveston will accept any notification of property owner changes in our offices for correction with regard to legal notice of planning and zoning cases.

Email: SunsetCoveGalveston@gmail.com



Galveston CAD

117386 parcels: ESTATES OF SUNSET COVE LP

GE OID	3248-0000-0003-100
ID	610019
NAME	ESTATES OF SUNSET COVE LP
ADDRESS	
ADDRESS2	7817 BAYSIDE AVE
ADDRESS3	
CITY	GALVESTON
ST	TX
ZIP	77554-7142
SITUS_NO	
SITUS	
LEGAL	ESTATES OF SUNSET COVE PH 2 (2016) ABST 121, RES 3-A (3-100), ACRES 8.302
ENTITIES	GGA, CAD, J01, RFL, 510, C30, M30
ACRES	8.302
LANDUSE	RA
PAGE	512-B
NB ID	3253

History

Galveston CAD

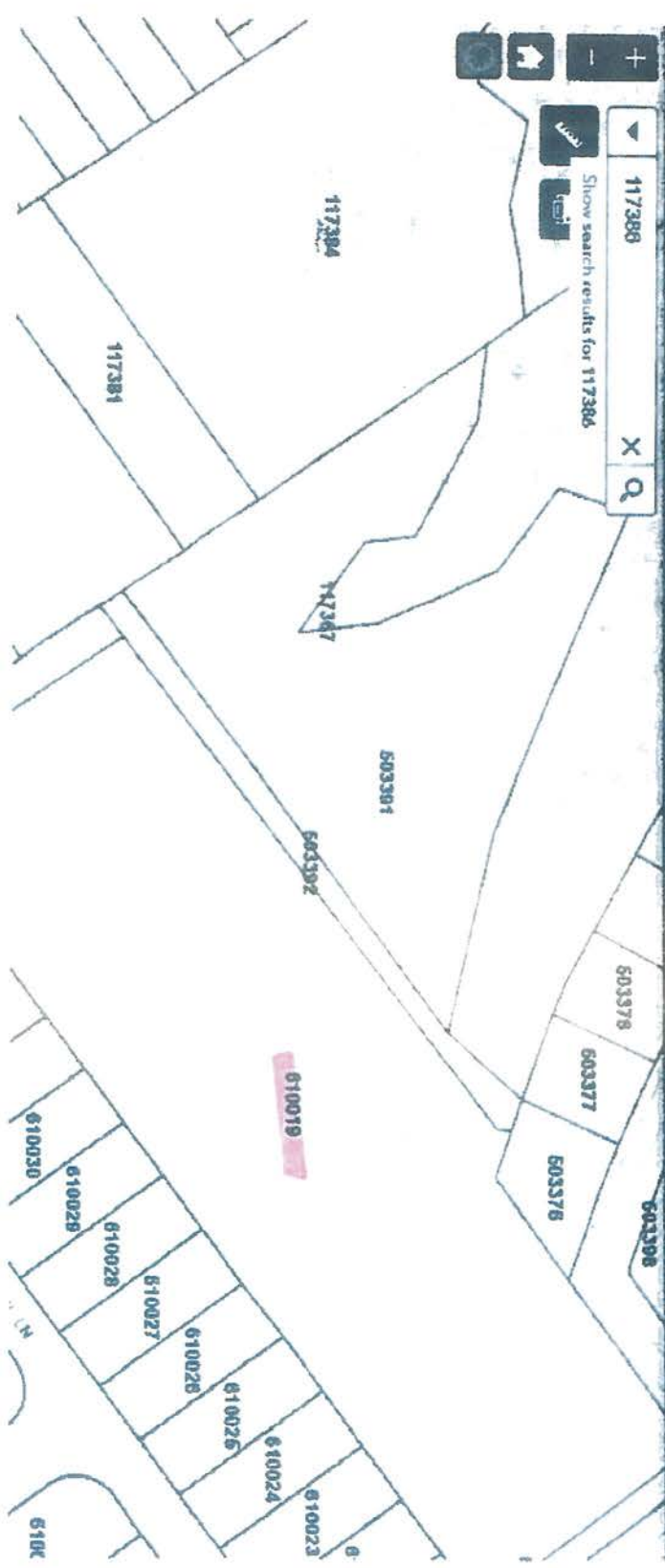
+

← → G ▲ Not secure | galvestoncad.maps.arcgis.com/apps/webappviewer/index.html?id=d1648197612b444fae11f341612bf2a5

Galveston CAD

117388 X Q

Show search results for 117388





City of Galveston

DEVELOPMENT SERVICES
823 Rosenberg, Rm 401 | Galveston, TX 77550
planningcounter@galvestontx.gov | 409-797-3660

NOTICE OF PUBLIC HEARING REGULAR MEETING

Notice is hereby given that on December 4, 2018, at 3:30 p.m., a Public Hearing will be held by the **PLANNING COMMISSION** on the following request, in City Council Chambers, Second Floor of City Hall, 823 Rosenberg, in the City of Galveston, Texas:

CITY COUNCIL HAS FINAL DECISION-MAKING AUTHORITY REGARDING THIS CASE

Notice is hereby given that on January 24, 2019, at 1:15 p.m., a Public Hearing will be held by **CITY COUNCIL**, in City Council Chambers, Second Floor of City Hall, 823 Rosenberg, in the City of Galveston, Texas:

18P-061 (21418 FM 3005 and Adjacent Parcel) Request for a change of zoning from Residential-Single Family (R-1) to a Commercial (C) zoning district. Properties are legally described as Abstract 121 Page 19 East Part of Lot 1 (1-3) and Lot 2, Seabird Acres, in the City and County of Galveston Texas.
Applicant: Spencer Marston, Linfield, Hunter, and Junius, Inc.
Property Owner: Patricia Thompson

Because you own property in the vicinity of the subject property, the City of Galveston invites you to attend the meetings and/or share your opinion by returning this form. Prior to the meeting date, you may mail the comment form to the address below, deliver it in person, or scan and e-mail to planningcounter@galvestontx.gov. The Commission and Council will be informed of the number of responses in support and opposition. Do not duplicate. Only one notice per property will be accepted.

If you have any questions regarding this notice, please contact our office at (409) 797-3660 and ask to speak to the staff member indicated below.

Para preguntas o mayor información en español, comuníquese con el Departamento de Planificación de la Ciudad de Galveston al (409) 797-3645.

Planning and Development Division
PO Box 779 (823 Rosenberg Room 401)
Galveston, Texas 77553-0934
Attn: Daniel Lunsford

☐ I am in favor
☒ I am opposed
☐ I have no comment

18P-061

December 4, 2018/January 24, 2019

COMMENTS: Incompatibility with residential area, present and future use.

Boss Novelli Jr. Street → R #503398
Signature of Property Owner Address of property within notification area
95 President of GRD Construction, Inc. 409 692 5221

Printed Name General Partner, Estates of Sunset Cove L.P.
*Contact Phone Number

*Please be advised that any and all comments received, are subject to the Texas Public Information Act. However, the contact phone number is to be used by Planning Staff only. You may be contacted regarding additional information and/or changes in meeting dates.

Please note local and state law requires that written notice of a public hearing shall be sent to each owner, as indicated by the most recently approved municipal tax roll. It is possible for property ownership to change as notices are generated. The City of Galveston will accept any notification of property owner changes in our offices for correction with regard to legal notice of planning and zoning cases.

Email: sunsetcovegalveston@gmail.com



Galveston CAD



parcels: ESTATES OF SUNSET COVE LP

GEOID	3253-0000-0000-012
ID	503398
NAME	ESTATES OF SUNSET COVE LP
ADDRESS	
ADDRESS2	7817 BAYSIDE AVE
ADDRESS3	
CITY	GALVESTON
ST	TX
ZIP	77554-7142
SITUS_NO	
SITUS	SUNBIRD BEACH DR GALVESTON, TX 77554
LEGAL	ESTATES OF SUNSET COVE (2007) ABST 121, PVT ROADS (0-12), ACRES 7.280
ENTITIES	GGA, CAD, R01, J01, RFL, S10, C30, M30
ACRES	7.28
LANDUSE	RW
PAGE	512-B
NBHD	3253

WITHIN 200'

OTHER

OUTSIDE 200'
IN FAVOR

OUTSIDE 200'

OPPOSED

Karen E. White

From: dyan parada <dyanparada1@yahoo.com>
Sent: Tuesday, December 18, 2018 6:30 AM
To: Planning Counter
Cc: Karen E. White; Jackie Cole; jeffwhill@galvestontx.gov; mohn@jerrymohn.com; rpramonparada@hotmail.com
Subject: Fwd: 18P-061 (21418 FM 3005 and Adjacent Parcel) Protest of Request for a Change of Zoning from Residential-Single Family to Commercial

Dear Planning Commission:

My client, Ramon Parada and Paradise 89 LLC (the owner of the home in sand hill shores at 20603 e sandhill drive, Galveston tx 77554) is protesting the change of zoning of the Subject Property from Residential-Single Family to Commercial zoning.

All the property along this area of FM 3005 are single family residences and we strongly believe that it should remain zoned as single family residential.

We believe allowing commercial property to be built along this area of FM 3005, such as the Dollar General Store which is being planned for the property, changes the character of the neighborhood and has the potential of decreasing our property values. When our property owners purchased property in the neighborhood it was assumed that the neighborhood would remain solely residential and that commercial development would not be allowed. Allowing a Dollar General Store could also lead to other commercial developments. It also would lead to increased traffic in the area including trucks constantly delivering supplies to the Store. The last thing any of our property owners want to see is a duplicate of the hideous Dollar General Store at 14322 FM 3005, which is between Pirates Beach and Jamaica Beach, It is an eyesore and should not have been allowed.



Please do not approve the zoning change.

Sincerely,

Dyan Parada
Attorney at law

Karen E. White

From: Karen E. White
Sent: Tuesday, December 11, 2018 2:36 PM
To: Daniel Lunsford
Subject: FW: Zoning concerns at 21418 FM 3005

-----Original Message-----

From: staci@edmondsmd.com [<mailto:staci@edmondsmd.com>]
Sent: Tuesday, December 11, 2018 2:15 PM
To: Planning Counter; Karen E. White; Jackie Cole; jeffwhill@gmail.com; mohn@jerrymohn.com
Cc: otodoc@edmondsmd.com
Subject: Zoning concerns at 21418 FM 3005

Dear Planning Commission:

My husband and I own property in Sandhill Shores and Sunset Cove and we strongly protest the change of the Subject Property from Residential-Single Family to Commercial zoning.

We have owned these properties for 16 years and have enjoyed the quiet and serene setting that it allows for us when we are there with our family. The reason we purchased a home and property in this area is because it is away from all things commercial and feels like a true getaway when we are there spending time. Aside from changing the general aesthetic of the area, it would also affect our property values and increase the traffic.

When we purchased these properties, it was our understanding that this part of the island would remain residential and we would continue to enjoy its relaxed and private setting. We live in Houston and it has been a great getaway from the city and our family and friends have enjoyed years of being "away" from the hustle and bustle of the city. Many visitors have a preconceived notion of what Galveston is like and once they come to visit, they are pleasantly surprised at how beautiful and serene it is. There is a dollar store up the road and the need for 2 so close together seems indulgent and would begin a change that would not be positive for the West End of the island that still enjoys nature and an escape from most things commercial.

We strongly implore to take the time to make a conscientious decision regarding this decision that will have lasting impacts and will change the entire landscape of the West End, which we consider some of the best that Galveston has to offer. It would be a shame for this area to become commercialized stealing away from those who are searching for an idyllic and simple vacation or place to call home.

We ask that you do not approve this zoning change and thank you for your time and consideration.

Sincerely,

Staci and Joe Edmonds
Homeowners of 21019 West Sandhill Drive
and Seagrass Lane in Sunset Cove

Karen E. White

From: John Helfrick <jfhelfrick@aol.com>
Sent: Monday, December 10, 2018 10:41 AM
To: Planning Counter
Cc: Karen E. White; Jackie Cole; jeffwhill@gmail.com; rmdolgin@aol.com
Subject: Zoning Change at 21418 FM 3005

Planning Commission:

The Helfrick's at 21103 W. Sand Hill are unalterably opposed to changing the zoning for the property at 21418 FM 3005 from residential to commercial. It is our understanding that this change is for the purpose of building a Dollar Store on that property in what is a residential neighborhood. We strongly oppose this change.

Regards,

John and Nancy Helfrick
21103 W. Sand Hill
Galveston, TX 77554

Karen E. White

From: peter moss <petermoss@comcast.net>
Sent: Sunday, December 09, 2018 3:37 PM
To: Planning Counter; Karen E. White; Jackie Cole; jeffwhill@gmail.com; Jerry Mohn (mohn@jerrymohn.com)
Subject: 18P-061: Protesting the zoning change from residential to commercial.

Peter & Janet Moss, property owners at 21011 West Sandhill Drive, Galveston (Sandhill Shores Sub division) object to the proposed zoning change, ref: 18P-061.

Our residential area is well served with locally and family owned businesses in Sea Isle and Jamaica Beach.

Sincerely,

Peter & Janet Moss.

Sent from Mail for Windows 10

Karen E. White

From: Mae Claire Branton <mbranton10@hotmail.com>
Sent: Sunday, December 09, 2018 3:02 PM
To: Planning Counter; Karen E. White; Jackie Cole; jeffwhite@gmail.com
Cc: Jerry Mohn; rmdolgin@aol.com
Subject: FW: 18P-061 (21418 FM 3005 and Adjacent Parcel) Request for a Change of Zoning from Residential-Single Family to Commercial

Dear Planning Commission:

After a long process of reviewing properties in the Galveston area, we purchased a property in Sand Hill Shores.

Although my husband and I have been out of Texas for several years, we were both raised in the Houston area and when our children moved here and had grandchildren, we started looking at Galveston Island as a getaway to build memories. What attracted us to this area is that it is an area of families, clean beaches, and character.

Although we are 14 miles from the nearest large grocery store, we delight in the fact that we can get all the fresh food and supplies from Seven Seas, a family owned and local gathering place near a local restaurant. To us, these establishments (and others like them) along with the local hardware store in Jamaica Beach provide all of the commercial access we need to keep our community unique and beach friendly.

When we made the decision to change our residency to Galveston, we did not feel that we had to worry about the Planning Commission reversing well-established zoning agreements. We adamantly oppose rezoning potential family-oriented housing to commercial development and feel that any pre-zoned commercial areas should be carefully developed to preserve the character of this unique area.

David and Mae Claire Branton
20619 E. Sand Hill Dr
Galveston, TX 77554

Karen E. White

From: Bob Dolgin <rmddolgin@aol.com>
Sent: Saturday, December 08, 2018 12:50 PM
To: Planning Counter
Cc: Karen E. White; Jackie Cole; Jeffrey Hill - PB; Jerry Mohn; Buddy Hutchinson; Gene Johnson; Richard Devine; Ramon Parada; Judy Thigpen; Debbie and Triston Mabry; Robert Dolgin; Joe Edmonds; Deborah Dolgin; Mae Claire Branton; David Branton; Jo McCurdy; Katherine Reth; Carey Hobbs; Tom Dumler; Wayne Hays; Peter Moss; Charles Sims; Pamela Skaufel; Rod Skaufel; James Thigpen; Dyan Parada; Mario Garza, Jr., M.D.; Megan Blanchard; Joe Blanchard; Carolyn Garcia; Charles Garcia; Carlos and Elizabeth Zorrilla; Janet Moss; Scott Abshire; Eva Marie Trantum; Jim Trantum; Lisa Garza; Natalie Mohtashami; Steve Mohtashami; Kelley Abshire; Charles Sims; Carmen Madison; Curtis Bucey; Maura Bucey; Angie Dorfman; Bryan and Caroline McDonald; Bridget Reyes; Angie Baccus; Clifford & Susan Love; Sally Renee Roan; John & Nancy Helfrick; Castine Theriot; Bryan Neskora; Mary Neskora; William Sprich; Kathy Sprich; David Grayson
Subject: 18P-061 (21418 FM 3005 and Adjacent Parcel) Request for a Change of Zoning from Residential-Single Family to Commercial

Dear Planning Commission:

The Sandhill Shores Property Owners Association protest the change of zoning of the Subject Property from Residential-Single Family to Commercial zoning.

All the property along this area of FM 3005 are single family residences and we strongly believe that it should remain zoning as single family residential.

We believe allowing commercial property to be built along this area of FM 3005, such as the Dollar General Store which is being planned for the property, changes the character of the neighborhood and has the potential of decreasing our property values. When our property owners purchased property in the neighborhood it was assumed that the neighborhood would remain solely residential and that commercial development would not be allowed. Allowing a Dollar General Store could also lead to other commercial developments. It also would lead to increased traffic in the area including trucks constantly delivering supplies to the Store. The last thing any of our property owners want to see is a duplicate of the hideous Dollar General Store at 14322 FM 3005, which is between Pirates Beach and Jamaica Beach, It is an eyesore and should not have been allowed.



Please do not approve the zoning change.

Sincerely,

Bob Dolgin, President

Sandhill Shores Property Owners Association
20819 West Sandhill Drive

Karen E. White

From: Pamela Skaufel <pamelaskaufel@gmail.com>
Sent: Sunday, December 09, 2018 7:43 PM
To: Planning Counter; Karen E. White; Jackie Cole
Cc: mohn@jerrymohn.com; Rmdolgin@aol.com
Subject: Planning - West Galveston

Dear Sirs/Madam

I am deeply concerned about the recent notifications we received about potential re-zoning of a residential piece of land located near our neighborhood to a commercial development. As residents of the Sandhill Shores subdivision, we spend many days enjoying our peaceful neighborhood and tranquil beach. We bought this property at the West End of Galveston Island due to the residential characteristics of the area. We do not support a commercial property beside our sub-division. Recent developments on the west side of the Island such as the "dollar store" provide me with little or no confidence on the ability of the planning department to restrict hideous developments which are a blot on the landscape. Any commercial or retail needs that we have as a neighborhood can easily be accessed in Jamaica beach. These businesses are also family owned local businesses, and should be supported for their long term sustainment. Any 'big box' store or any other commercial development on this land is not supported or needed. We do not want the traffic or the change in the land use.

I would urge you to re-consider and ask that you take our protest in account with any discussion on this potential re-zoning.

Sincerely, Pamela Skaufel & Rod Skaufel
20723 East Sandhill Drive
Galveston, 77554

Sent from my iPad

Karen E. White

From: Planning Counter
Sent: Thursday, December 06, 2018 2:25 PM
To: Daniel Lunsford
Subject: FW: 21418 FM 3005

-----Original Message-----

From: Judy [<mailto:judy21214@gmail.com>]
Sent: Thursday, December 06, 2018 2:25 PM
To: Planning Counter
Cc: Karen E. White; Jackie Cole; jeffwhill@gmail.com; mohn@jerrymohn.com
Subject: 21418 FM 3005

To who it may concern,

We would like to voice our concern of a request for the above-stated location to be zoned commercial. We have a home near this location and believe this address/area should remain residential.

Close by, we have spotted our favorite, the Roseate Spoonbill, among other species, and are concerned we would be interfering with a "sanctuary area", among other concerns.

We appreciate your consideration.
James and Judy Thigpen

Sent from my iPad

Karen E. White

From: Planning Counter
Sent: Thursday, December 06, 2018 2:08 PM
To: Daniel Lunsford
Subject: FW: 21418 FM 3005

-----Original Message-----

From: Castine Theriot [<mailto:cas345@aol.com>]
Sent: Thursday, December 06, 2018 1:39 PM
To: Planning Counter
Cc: jeffwhill@gmail.com; Karen E. White; Jackie Cole; mohn@jerrymohn.com
Subject: 21418 FM 3005

To all concerned,

I am a property owner in Sandhill Shores. I want the above address, 21418 FM 3005, to stay a residential zoned property.

Castine Theriot

Sent from my iPad

Karen E. White

From: Karen E. White
Sent: Thursday, December 06, 2018 3:15 PM
To: Daniel Lunsford
Subject: FW: property at 21418FM 3005

-----Original Message-----

From: William Sprich MD [<mailto:wwsmd88@gmail.com>]
Sent: Thursday, December 06, 2018 3:15 PM
To: Jackie Cole; jeffwhill@gmail.com; mohn@jerrymohn.com; Karen E. White; Planning Counter
Subject: Re: property at 21418FM 3005

Dear commissioners,

Please be advised that I have recently been informed as to the motion concerning the change in the property status from residential to commercial. I would like to strongly oppose such change as I think it would be a great detriment to the residential area already established. I dare say that none of the residents had ever even considered such an option as even remotely possible.

With kindest regards,

William W Sprich M FAANS FACS

Sent from my iPad

Daniel Lunsford

From: Karen E. White
Sent: Tuesday, December 11, 2018 2:36 PM
To: Daniel Lunsford
Subject: FW: Zoning concerns at 21418 FM 3005

-----Original Message-----

From: staci@edmondsmd.com [mailto:staci@edmondsmd.com]
Sent: Tuesday, December 11, 2018 2:15 PM
To: Planning Counter; Karen E. White; Jackie Cole; jeffwhill@gmail.com; mohn@jerrymohn.com
Cc: otodoc@edmondsmd.com
Subject: Zoning concerns at 21418 FM 3005

Dear Planning Commission:

My husband and I own property in Sandhill Shores and Sunset Cove and we strongly protest the change of the Subject Property from Residential-Single Family to Commercial zoning.

We have owned these properties for 16 years and have enjoyed the quiet and serene setting that it allows for us when we are there with our family. The reason we purchased a home and property in this area is because it is away from all things commercial and feels like a true getaway when we are there spending time. Aside from changing the general aesthetic of the area, it would also affect our property values and increase the traffic.

When we purchased these properties, it was our understanding that this part of the island would remain residential and we would continue to enjoy its relaxed and private setting. We live in Houston and it has been a great getaway from the city and our family and friends have enjoyed years of being "away" from the hustle and bustle of the city. Many visitors have a preconceived notion of what Galveston is like and once they come to visit, they are pleasantly surprised at how beautiful and serene it is. There is a dollar store up the road and the need for 2 so close together seems indulgent and would begin a change that would not be positive for the West End of the island that still enjoys nature and an escape from most things commercial.

We strongly implore to take the time to make a conscientious decision regarding this decision that will have lasting impacts and will change the entire landscape of the West End, which we consider some of the best that Galveston has to offer. It would be a shame for this area to become commercialized stealing away from those who are searching for an idyllic and simple vacation or place to call home.

We ask that you do not approve this zoning change and thank you for your time and consideration.

Sincerely,

Staci and Joe Edmonds
Homeowners of 21019 West Sandhill Drive
and Seagrass Lane in Sunset Cove



OUTSIDE 200'

OTHER

ORDINANCE NO. 19-__

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, DESIGNATING THE PROPERTY LOCATED AT **514 18th STREET**, AS A “GALVESTON LANDMARK”, PROPERTY IS LEGALLY DESCRIBED AS LOT 14 (14-2), BLOCK 437, 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 **19P-002**; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

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

WHEREAS, the Applicant and Property Owners, Julia and Thomas Muncaster are requesting that the structure located at **514 18th Street**, and legally described as Lot 14 (14-2), Block 437, in the City and County of Galveston, Texas, be officially designated as a Galveston Landmark; and,

WHEREAS, the Bertha Bonart Tenant House was constructed in 1897 as rental property for Ms. Bonart. The Bertha Bonart Tenant House is representative of a local development pattern. The Galveston Architecture Guidebook (1996, Stephen Fox and Ellen Beasley, Rice University Press) notes that across the island, numbered side street often supported houses built in the back yards of corner houses that fronted the alphabetical avenues. These side street houses were typically smaller than the “front” house and representative of Galveston’s upper-income property owners’ attempt to capitalize of Galveston’s growing population during the late 19th and early 20th centuries; and,

WHEREAS, the Bertha Bonart Tenant House has been an established visual feature since its construction in 1897 and has retained its historic integrity, original location, design, settings, materials, workmanship, feeling and association; and,

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

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

WHEREAS, the property is not eligible to participate in the City of Galveston's Tax Exemption for New Galveston Landmarks Program, as the property is located within the East End Historic District; and,

WHEREAS, at its regular meeting of January 7, 2019, the Landmark Commission voted to recommend approval of the request; and,

WHEREAS, at its regular meeting of January 8, 2019, the Planning Commission voted to recommend approval of the request; and,

WHEREAS, Staff recommends that Planning Case Number 198P-002 request for Landmark Designation of the property located at **514 18th Street**, be approved with the condition provided in Section 2 below; and,

WHEREAS, after notice and public hearing as required by law, the City Council finds that it is in the public's interest to approve the application and designate the structure located at **514 18th Street** and legally described as Lot 14 (14-2), Block 437, in the City and County of Galveston, Texas, as a "Galveston Landmark".

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

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

SECTION 2. After public hearing, the City Council approves the request for Landmark Designation of the property located at **514 18th Street** and legally described as Lot 14 (14-2), Block 437, in the City and County of Galveston, Texas, subject to the following condition:

Standard Condition:

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

SECTION 3. The City of Galveston Historic Preservation Officer will maintain all records and will record the property's Landmark Designation in the Official Public Records of Real Property of Galveston County, in the tax records of the City of Galveston and the Central Appraisal District, and in the Official Zoning Maps of the City of Galveston, Texas.

SECTION 4. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and,

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

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

SECTION 6. In accordance with the provisions of 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 become effective upon its adoption and publication in accordance with the provisions of The Charter of the City of Galveston.

APPROVED AS TO FORM:

DONNA M. FAIRWEATHER
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its Regular Meeting held on January 24, 2019, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____, 2019.

Secretary for the City Council
of the City of Galveston



19P-002

STAFF REPORT

ADDRESS:

514 18th Street

LEGAL DESCRIPTION:

Property is legally described as the North 42 feet of Lot 14 (14-2), Block 437, in the City and County of Galveston, Texas

APPLICANT/REPRESENTATIVE:

Julia Muncaster

PROPERTY OWNER:

Thomas and Julia Muncaster

ZONING DISTRICT:

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

HISTORIC DISTRICT:

East End

REQUEST:

Request for designation as a Galveston Landmark

STAFF RECOMMENDATION:

Approval with Conditions

EXHIBITS:

A – Applicant's Submittal

STAFF:

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

Public Notice and Comment:

Sent	Returned	In Favor	Opposed	No Comment
24	1	1	0	0



Zoning and Land Use

Location	Zoning	Land Use
Subject Site	Residential, Single-Family, Historic District (R-3-H)	Residential
North	Residential, Single-Family, Historic District (R-3-H)	Residential
South	Residential, Single-Family, Historic District (R-3-H)	Residential
East	Residential, Single-Family, Historic District (R-3-H)	Residential
West	Residential, Single-Family, Historic District, Galveston Landmark (R-3-H)	Residential

Executive Summary

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

Analysis

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

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

The Bertha Bonart Tenant House was constructed in 1897 as rental property for Ms. Bonart. Ms. Bonart also constructed the house directly south of the subject property at 1728 Church for use as rental property. Although she never lived in either, Ms. Bonart retained ownership of the houses until 1919. The house had various owners over the years and continued to be used primarily as rental housing until being sold to the current owners in 2000.

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

The Bertha Bonart Tenant House is representative of a local development pattern. The Galveston Architecture Guidebook (1996, Stephen Fox and Ellen Beasley, Rice University Press) notes that across the island, numbered side street often supported houses built in the back yards of corner houses that fronted the alphabetical avenues. These side street houses were typically smaller than the “front” house and representative of Galveston’s upper-income property owners’ attempt to capitalize of Galveston’s growing population during the late 19th and early 20th centuries.

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

The Bertha Bonart Tenant House has been an established visual feature of the neighborhood since its construction in 1897.

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

The Bertha Bonart Tenant House its historic integrity and retains its original location, design, setting, materials, workmanship, feeling and association.

Financial Incentives for Historic Properties

Due to the fact that it is located within the East End Historic District, the property is not eligible for the Financial Incentive for Historic Properties for new Galveston Landmarks.

Other Reviews

The Landmark Commission reviewed at their January 7, 2019 meeting and recommended approval. The Planning Commission reviewed at their January 8, 2019 meeting and recommended approval. Both votes were unanimous.

Staff Recommendation

Staff recommends approval with the following condition:

Standard Condition:

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

Respectfully Submitted:

Catherine Gorman
Catherine Gorman, AICP, Assistant Director/HPO

January 9, 2019
Date

Bertha Bonart Tenant House
514 18th Street
North Part Lot 14, Block 437
Built 1897

The original insurance record for this property notes 514 18th Street as a two-story frame house containing six rooms, two halls, one bathroom, five closets and two brick flues to the ground. The house is located on the north end of lot 14 on block 437. The building's dimensions were noted as 28 feet by 32 feet. A note on the record indicates that all the walls were plastered and the value of the building, upon completion, was \$1800. On the south end of the lot, Bertha ("Bettie") Bonart constructed 1728 Church, also for use as tenant property. A double-servants house was situated in the middle of the lot, between the two houses. All three buildings share the same insurance record, dated 16 July 1897. When the record was filled out, 514 18th was completed while 1728 Church was still under construction. A small note on the record related to 514 18th Street indicates that by 1951, the house had been subdivided to accommodate two families.

Architectural Significance

The Galveston Architecture Guidebook (1996, *Stephen Fox and Ellen Beasley, Rice University Press*), notes that across the island, numbered side streets often supported houses built in the back yards of corner houses that fronted the alphabetical avenues. These side street houses were typically smaller than the "front" house and representative of Galveston's upper-income property owner's attempt to capitalize on Galveston's growing population during the late 19th and early 20th century. Located within the East End Landmark Historic District, the Bonart House at 514 18th Street reflects this definition and is a good example of a side-street house. The two-story, L-plan building retains a high degree of integrity through its historic design and materials including the original wood siding, as well as the original doors, floors and multi-light windows. On the west elevation, the building's main façade, a southern bay extends past the double-gallery and is topped by a gable adorned with multiple shingles that provide texture and visual interest. A flared skirt, also embellished with decorative shingles, separates the upper gallery from the lower gallery. The double galleries are supported by elegant turned columns and enhanced with delicate Queen Anne-styled wood trim. On the north façade, four original eight-over-eight windows with opaque glass provide light, while also maintaining a sense of privacy, for the interior double-turned stairwell and original bathroom. A fifth eight-over-eight window is featured in the two-bay lower gallery. Sanborn Fire Insurance maps from 1899, 1912 and 1947 demonstrate that the Bonart House has not undergone any substantial alterations in scale or form since construction in 1897.



Bertha "Bettie" Colman Bonart (1872-1939) and Emanuel Bonart (1864-1896)

Bertha "Bettie" Colman was born 30 July 1872, in Houston, Texas, the daughter of German immigrants Isaac Colman and Rosalie Kottwitz. She married Emanuel Bonart in Houston on 28 October 1891. Bonart was one of nine children born to Polish immigrants Hertz Bonart and Bertha Cohen. He was born 22 June 1864 in New York City. Two children were born to Emanuel and Bertha; son Isaac Colman Bonart (1893-1954) and daughter Mannette Bonart (1896-1983).

Emanuel Bonart came to Galveston from New York in 1883 and established the dry goods and clothing firm, Bonart Brothers, with his brother, Benjamin. The store was located at 2516-2518 Market Street. The 1895 Galveston City Directory recorded the Bonart family residing at 1728 Winnie. After Emanuel's death on 29 March 1896 as a result of appendicitis, Bertha moved to Houston to live near her family. She never returned to Galveston but she maintained ownership of 514 18th (and 1728 Church), utilizing them as investment properties. On 26 July 1915, Bertha married Oscar Lipper in Lake County, Indiana. Five years later, she was widowed for a second time. She died in Deal, New Jersey, on 1 May 1939 and is buried in Galveston's Old Hebrew Cemetery on Broadway alongside her first husband, Emanuel.

Chain of Ownership, 514 18th Street, north part of lot 14, block 437:

In 1880, Leopold and Emma Fellman resided on the corner of 18th and Church, where they owned lots 12, 13 and 14 on block 437. Their house, and all of the other buildings that existed on the block, were destroyed by the Great Conflagration that occurred 13 November 1885. The infamous fire started at the Vulcan Factory in the 1600 block of Strand and fanned by a north

wind ultimately destroyed over 40 city blocks and 568 buildings before it was extinguished. After the fire, Leopold Fellman maintained ownership of lots 12-14 but he moved his family residence to 25th and Avenue K. Immediately after the fire, Fellman sold lot 12 to his business partner, Nephtali Grumbach, who contracted to have 1718 Church constructed in 1886. In 1895, Fellman sold lots 13 and 14 to **Walter Emerson Lufkin**.

In 1896, Lufkin sold lot 13 to William Meininger (1722 Church, built 1896) while **Mrs. Emanuel Bonart (Bertha)** purchased lot 14 on 20 March 1896. Bonart paid \$3500 for the entirety of the lot. Nine days after the purchase, her husband, Emanuel, died. After his death, Mrs. Bonart had the two houses on the lot constructed in 1897 with 514 18th being built first, followed by 1728 Church, which was completed in August 1897. Bonart never resided in either house. By 1898, the Galveston City Directory noted she had moved to Houston. In 1915, she married Oscar Lipper. Bertha maintained ownership of the two houses on lot 14 until 1919 (April 22), when she sold them to **George and Pauline Bendixen**.

The Bendixen's continued to utilize the houses as rental property. After George's death, Pauline Bendixen sold both houses to **Josephine Sullivan** on 1 April 1940.

Sullivan retained ownership of 1728 Church for use as her residence and sold 514 18th to her brother **John Swisher Saylor** for "\$1 and love and affection" on 28 March 1944. Saylor resided with Sullivan at 1728 Church, where he died in January 1947. Sullivan was named executrix of his will and on 2 May 1947, she sold 514 18th Street to **George Hamilton**. Hamilton never resided in the house, continuing their use as rental property.

On 7 September 1948, Hamilton sold 514 18th Street to **Doc Walen Gillis**. Gillis was the first owner to occupy the house. Gillis maintained ownership briefly before he sold the house to **Hubert D. Smart** on 2 February 1949.

A year later, Smart sold 514 18th Street to **P. J. Bellew** on 17 April 1950. City directories identify Bellew as a real estate salesman.

Reverend Jose Felix Rojas purchased 514 18th Street from Bellew on 23 May 1950. Rojas and his wife, Sofia, resided there briefly before relocating to Austin, Texas.

In December 1952, **George Hamilton** came back into possession of the house. He transferred ownership that month to attorney Herminie McDonald Hanson who immediately deeded it back to him through a trust deed in January 1953. The trust was associated with the estate of Jose and Sofia Rojas.

In May 1960, Hamilton sold 514 18th Street to **Mornier William Pressler**. Pressler resided at 514 18th Street for over a decade. He sold the house in October 1971 to **Yetta Miller**.

Miller sold the house to brothers **Martin R. and Stephen W. Greenberg** in February 1973. In September 1977, Steve Greenberg sold the house to **Harry and Kathleen Payne**.

The Paynes sold 514 18th Street to **John and Helen Harloe** in April 1978. The Harloes resided at 514 18th before they sold it to **Diane Vertes** in July 1982.

In May 1986, Vertes sold the property to **John D. and Karen Christie**. The Christies resided at 514 18th as well, briefly, before they left the island. They maintained ownership of the house, however, utilizing it as rent property.

On 23 March 2000, the current owners purchased the property from the Christies.

City Directory Search- 514 18th

1881

Leopold Fellman, dry goods, Market Street, corner 22nd. r. 456 Church, corner 18th

1884-1885

Emanuel Bonart, clerk Joseph Bonart. r. Joseph Bonart

Joseph Bonart, dry goods, Market Street btw 26th, 27th. r. same

1890

Emanuel Bonart (Bonart Brothers & Co.), 2518 Market. r. same

Leopold Fellman (Fellman & Grumbach, drygoods), r. southeast corner 25th, Ave K

Walter E. Lufkin, chief clerk auditor office, Gulf Colorado & Santa Fe Railroad, r. westside

Tremont, btw Ave M, Ave N

1895-1896

Emanuel Bonart (Bonart Brothers & Co.), r. 1728 Winnie

Bonart Brothers (Emanuel and Benjamin Bonart), drygoods, clothing, boots, shoes, 2516-18 Market

Walter E. Lufkin, auditor Gulf Colorado & Santa Fe Railroad, office 2428 Strand, r. southwest corner Tremont, Market

1896-1897

Bertha Bonart (widow Emanuel) (Bonart Brothers), r. 1728 Winnie

Bonart Brothers (Benjamin and Mrs. Bertha Bonart), drygoods, clothing, boots, shoes, 2516-18 Market

Walter E. Lufkin, auditor Gulf Colorado & Santa Fe Railroad, office 2428 Strand, r. Mary Lufkin, 2901 Broadway

1898

Bertha Bonart (widow Emanuel) (Bonart Brothers), r. Houston Texas

Walter E. Lufkin, bds. 2028 Church

1899-1900

No listing for Bertha Bonart. The 1900 US Census records her living in Houston at 1915 Commerce Street, next door to her brother, Sol Colman, and his family.

In Galveston, the 1900 census recorded on 6 June 1900 noted Anna Kennedy, a widow, and her four children residing at 514 18th Street. One of her children, Thomas L. Kennedy, worked as a surgeon and teacher of gynecology at UTMB, known then as the Medical Department of the University of Texas. The Kennedy family was very likely residing in the house during the Great Storm that September. The family was not recorded, however, residing at 514 18th in the 1899-1900 city directory nor were they recorded still residing at 514 18th in the 1901-1902 city directory. Because the city directories were not cross referenced until 1908, there is a gap of occupancy at the house.

1905

Samuel Zander, secretary & treasurer Robert I Cohen (Inc.), r. 514 18th. 7

Robert I Cohen, Inc., mens and boys outfitters, clothing and shirts made to order, hatter, sole agent Dunlap hats, 2121-2123 Market, phone 347

Zander was the occupant of the house identified in the 1908 cross directory. Working backwards, the earliest city directory to note Zander living there was 1905. Because information for the directories was gathered a year in advance of publication, its likely Zander and family were living there as early as 1904. The number 7 at the end of the listing is the number of people in the Zander household.

1909-1910

Samuel Zander, secretary & treasurer Robert I Cohen (Inc.), r. 514 18th. 7

The 1910 US census recorded Zander and his family residing at 514 18th.

1916

Christopher Fox Jr., (George Fox & Sons), r. 514 18th. 2

George Fox & Sons (Chris Jr., Samuel J, Walter J. Fox), bakers, 1906 Market

1921

Clarence Z. Magnan (Ida), agent, The Pullman Co., r. 514 18th

The Pullman Company, C. Z. Magnan agent, 210-12 Union Depot Building

The 1920 US census noted Magnan and his wife residing at 514 18th.

1924-1925

Clarence Z. Magnan (Ida), agent, The Pullman Co., r. 514 18th

1930

Louis A. Fragna (Lillian), clerk South Texas Compress Co., h. 514 18th

Mrs. Lillian Fragna, saleswoman Block's, r. 514 18th

Block's (Henry Block), millinery, ready-to-wear, shoes, hosiery, 2211 Market, phone 4825

Jesse E. Jones (Iva), driver, Magnolia Oil Co., h. 514 18th

Mrs. Iva I. Jones, office clerk Ben Doherty & Co., r. 514 18th

Harold J. Crocker (Onita), h. 514 18th

The 1930 US Census notes three separate families residing at 514 18th. This would have been during the Great Depression and may be a partial explanation why so many families were living under one roof.

1932

William M. Graham (Helene), marine engineer, h. 514 18th

1936-1937

514 18th noted as "vacant" in the cross directory

1939

Mrs. Mabel Puburn, secretary WPA, h. 514 18th

The WPA was the Works Progress Administration, created in 1935 during the bleakest time of the Great Depression. During the organization's eight year tenure, they were responsible for helping over 8 million Americans find work.

1941

Mrs. Anne Heer (widow Bernard), h. 514 18th

Miss Bernice Heer, clerk, r. 514 18th

Neither Puburn or Heer were living in the house when the 1940 census was gathered. On 11 May 1940, census takers recorded Edna Mayfield residing at 514 18th. Mayfield, a seamstress for a ready-to-wear shop, was living in the house alone.

1945

Paul Walker (Willie), boilermaker, h. 514 18th

1949

Doc Gillis (Fern), pilot, h. 514 18th

Gillis was the first owner of 514 18th that occupied the house and used it as their residence.

1951

Reverend Jose F. Rojas (Sofia), h. 514 18th

1952

Tony Novelli (Alice), city policeman, h. 514 18th

1953

R. Cassiano (Petra), laborer, h. 514 18th

1955- 1958

Andre Heiser (Betty), seaman, h. 514 18th

1960

Mornier W. Pressler (Marjorie E.), carpenter, h. 514 18th

1968

Mornier W. Pressler (Marjorie E.), guard UTMB, h. 514 18th

1971

514 18th noted as "vacant" in the cross directory

1972

T. De Vries (Cynthia P.), boilermaker, h. 514 18th

1976

Jim De Fontes, waiter Gaido's, h. 514 18th

1979

John P. Harloe Jr., h. 514 18th

1984

Donald Coling, tech assistant UTMB, h. 514 18th

1988

John D. Christie, pathology administrator UTMB, h. 514 18th

1989

514 18th listed as "no return" in the cross directory. Either the directory information card was not returned, or, if could have been vacant.

1991

Robert S. Henry (Marion L.), maintenance dept. UTMB, h. 514 18th

1993

Kathy Torrobra, h. 514 18th

Carina Croninger, student, h. 514 18th

Trish Morin, student, h. 514 18th

1994

Kathy Torrobra, h. 514 18th

1995

Vicky McDowell, h. 514 18th

1996, Last year directories were issued in Galveston

514 18th was not listed in the cross directory that year. There was also no listing for Vicky Mc Dowell.



West elevation, the Bonart Tenant House, 514 18th Street.



Lot 14, block 437, showing both of the Bonart Tenant Houses, 514 18th, on the north part of the lot and 1728 Church, on the south part.



North and west elevations. Unique eight-over-eight windows can be seen on the north elevation. The three windows at staggered heights illuminate the interior double-turned staircase with the fourth window provides light for the original downstairs bathroom. A fifth eight-over-eight window is tucked within the two-bay lower gallery.



Historic American Buildings Survey (HABS), 1966. Photo courtesy of Texas Historical Commission archive through The Portal of Texas History, University of North Texas

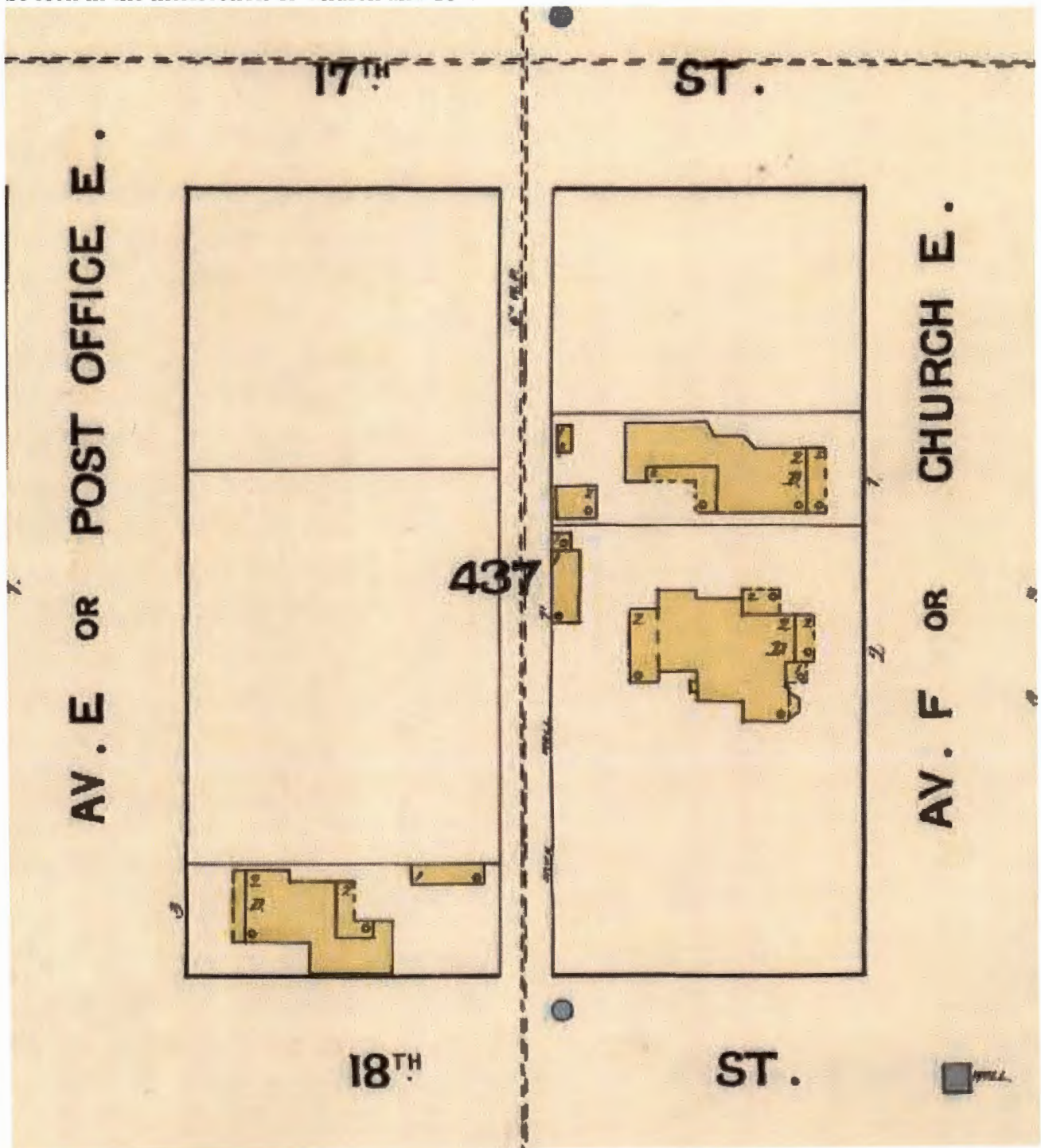
Maps, Block 437, Lot 14



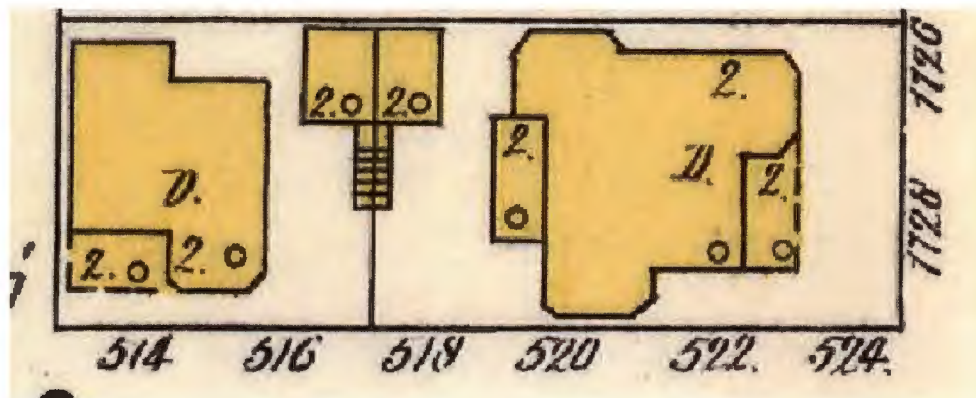
Block 437 as seen on the 1871 Bird's Eye View map of Galveston (above) and as the 1885 Bird's Eye View map (below). All of the buildings on the block burned during the 1885 fire. The blue star marks the current location of 514 18th Street.



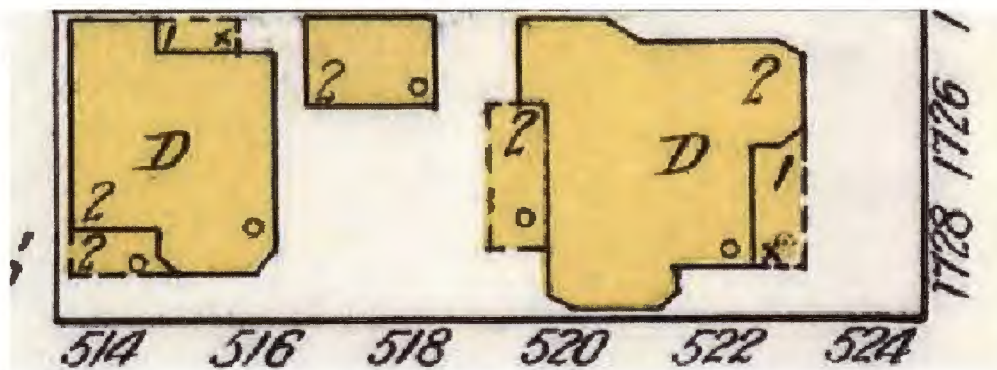
Post 1885 fire, the 1889 Sanborn Insurance Map of block 437 shows three houses on the block while lot 14 remains void of all buildings. Along the 1700 block of Church, the two footprints seen are 1712 and 1718 Church, the two oldest houses on the block. A public water well can also be seen in the intersection of Church and 18th.



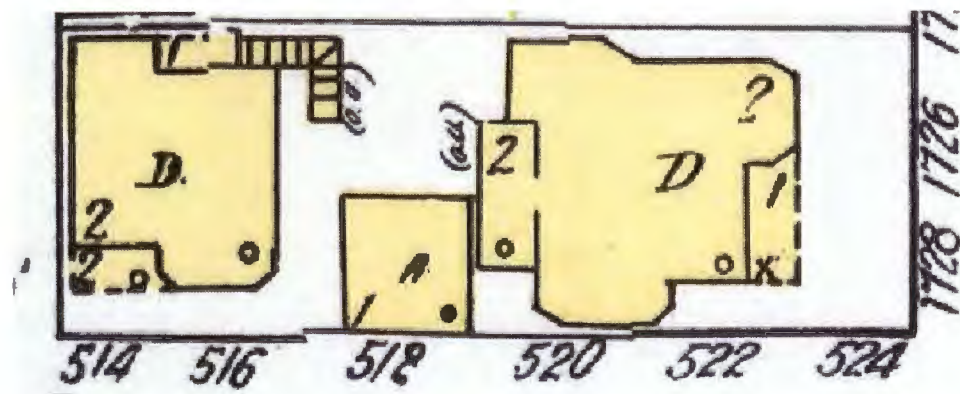
Ten years later, maps were drawn again. The 1899 Sanborn Map is the first time the footprints of the two Bonart Tenant Houses can be seen. The map identifies both 514 18th Street and 1728 Church Street as two-story wood frame dwellings ("D"). A double servant's house can be seen between the two houses.



On the 1912 Sanborn Insurance Map, the only change noted at 514 18th Street is the addition of a one-story porch at the rear of the house.



By the time the 1947 Sanborn Insurance Map was drawn, the double servant's house was gone. Sitting between the two houses is an automobile garage. At 514 18th, a large staircase with a landing leads to the rear of the second floor. This configuration was still in place in 1985 when the 1947 maps were updated. The rear staircase has since been removed.



US Census Records 1900-1940, 514 18th Street

[illegible]

The US census in 1900 recorded Anna Kennedy, a widow, was recorded living at 514 18th. She was born in Texas, was the mother of eight children, seven living, and she was renting the house. With her are her sons Thomas and Frank, a doctor and a bank collector, and her two daughters, Helene and Fannie. All survived the 1900 storm. By 1901-1902 they were no longer living at 514 18th Street.

In 1910, the US Census recorded the family of Samuel Zander residing at 514 18th, along with one lodger, an immigrant from Germany who arrived in this country in 1879.

[illegible]

In 1920, the census recorded Clarence Magnan and his wife, Albertine, living at 514 18th. Magnan was the superintendent for the Pullman Company. His office was at the Union Depot building.

[illegible]

The 1930 census recorded four heads of households all under the roof of 514 18th. Louis Fragna is noted as owning the property, but research has proven that not to be true. (George and Pauline Bendixen were the owners in 1930.) Fragna is their tenant and he was likely renting rooms in the house to Esther Hunt, a 30 year old divorcee, as well as Jesse Jones and his wife, Ira, plus Onita Crocker. Jones was a driver for the Magnolia Oil Company. Notes on the record show that Jones was paying \$25 a month in rent while Crocker paid \$35 a month.

ORDINANCE NO. 19-__

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING THE CODE OF THE CITY OF GALVESTON, 1982 AS AMENDED, CHAPTER 36, "WATER, SEWERS AND SEWAGE DISPOSAL" BY AMENDING THE WATER RATES FOR 2019; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Galveston, Texas is authorized and required to fix uniform and adequate rates for its services; and,

WHEREAS, an evaluation of the water rates by the City's consult, herein **Exhibit 1**, (consultant's report), establish a need to revise the water rates to sustain the provision of water and wastewater services in the City; and,

WHEREAS, Staff recommends revision of the water rates, as set forth herein, in order to meet the several objectives identified by the evaluation report; and,

WHEREAS, water bills mailed after March 1, 2019 will be based upon the new water rates. The current sanitary sewer and sewage disposal rates will remain the same, until, amended by City Council; and,

WHEREAS, the City Council finds the rates established herein are fair and equitable and serve a valid public purpose; and,

WHEREAS, the City Council of the City of Galveston, Texas deems it in the public interest to amend Chapter 36 "Water, Sewers and Sewage Disposal", by amending the water rates.

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

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

SECTION 2. The following schedules shall be the rate charged by the City of Galveston for all water sold by the City of Galveston for all purposes, to wit:

GENERAL SERVICE – SCHEDULE NO. 1

Designation: General Service – Non- Residential

Applicable: Non-Residential, including but not limited to commercial, industrial, and governmental use within the territory served by the Water Distribution System of the City of Galveston, as available and at the option of the City.

Base Facility Charge, effective as of the billing date listed:

Effective Billing Date:	March / 2019
5/8 X 3/4" Meter	\$ 10.78
1" Meter	\$ 24.36
1-1/2" Meter	\$ 46.99
2" Meter	\$ 74.14
3" Meter	\$ 146.55
4" Meter	\$ 228.01
6" Meter	\$ 454.29
8" Meter	\$ 725.83
10" Meter	\$ 1,042.63
12" Meter	\$ 1,947.76

A fixed charge designed to recover a portion of the fixed costs of the water system shall be applied to each meter based upon the size of the meter.

Volume Charge: Rates for each hundred cubic feet of metered water consumption effective as of the billing date listed:

Effective Billing Date:	March / 2019
All Metered Use	\$ 4.29

RESIDENTIAL – SCHEDULE NO. 2

Designation: Residential

Applicable: For individually metered residential units, cottages, apartments, trailers or mobile home parks within the territory served by the Water Distribution System of the City of Galveston, as available and at the option of the City.

Base Facility Charge, effective as of the billing date listed:

Effective Billing Date:	March / 2019
5/8 X 3/4" Meter	\$ 10.78
1" Meter	\$ 24.36
1-1/2" Meter	\$ 46.99
2" Meter	\$ 74.14
3" Meter	\$ 146.55

4" Meter	\$ 228.01
6" Meter	\$ 454.29
8" Meter	\$ 725.83
10" Meter	\$ 1,042.63
12" Meter	\$1,947.76

A fixed charge designed to recover a portion of the fixed costs of the water system shall be applied to each meter based upon the size of the meter.

Volume Charge: Rates for each hundred cubic feet of metered water consumption effective as of the billing date listed:

Effective Billing Date: March / 2019	Rate
First 500 Cubic Feet	\$ 1.78
Next 500 Cubic Feet	\$ 4.45
Next 1,000 Cubic Feet	\$ 6.22
All Use Above 2,000 Cubic Feet	\$ 9.26

IRRIGATION/SPRINKLER SERVICE – SCHEDULE NO. 3

Designation: Irrigation/Sprinkler Service

Applicable: For any customer with a second or dedicated meter for irrigation/sprinkler use within the territory served by the Water Distribution System of the City of Galveston, as available and at the option of the City.

Base Facility Charge, effective as of the billing date listed:

Effective Billing Date:	March / 2019
5/8 X 3/4" Meter	\$ 10.78
1" Meter	\$ 24.36
1-1/2" Meter	\$ 46.99
2" Meter	\$ 74.14
3" Meter	\$ 146.55
4" Meter	\$ 228.01
6" Meter	\$ 454.29
8" Meter	\$ 725.83
10" Meter	\$ 1,042.63
12" Meter	\$1,947.76

A fixed charge designed to recover a portion of the fixed costs of the water system shall be applied to each meter based upon the size of the meter.

Volume Charge: Rates for each hundred cubic feet of metered water consumption effective as of the billing date listed:

Effective Billing Date: March / 2019	Rate
First 500 Cubic Feet	\$ 4.29
Next 1,000 Cubic Feet	\$ 6.44
All Use Above 1,500 Cubic Feet	\$ 9.67

SECTION 3. The following schedules shall be the rate charged by the City of Galveston for all sewer service provided by the City of Galveston for all purposes, to wit:

GENERAL SERVICE – SCHEDULE NO. 1

Designation: General Service – Non-Residential

Applicable: Non-Residential, including but not limited to commercial, industrial, and governmental use within the territory served by the Sewer Collection System of the City of Galveston, as available and at the option of the City.

Base Facility Charge, effective as of the billing date listed:

Effective Billing Date:	March / 2019
5/8 X 3/4" Meter	\$ 13.10
1" Meter	\$ 30.30
1-1/2" Meter	\$ 58.98
2" Meter	\$ 93.39
3" Meter	\$ 185.15
4" Meter	\$ 288.38
6" Meter	\$ 575.13
8" Meter	\$ 919.23
10" Meter	\$1,320.68
12" Meter	\$2,467.68

A fixed charge designed to recover a portion of the fixed costs of the sewer system shall be applied to each meter based upon the size of the meter.

Volume Charge: Rates for each hundred cubic feet of metered water consumption effective as of the billing date listed:

Effective Billing Date:	March / 2019
All Metered Use	\$ 3.42

RESIDENTIAL – SCHEDULE NO. 2

Designation: Residential

Applicable: For individually metered residential units, cottages, apartments, trailers or mobile home parks within the territory served by the Sewer Collection System of the City of Galveston, as available and at the option of the City.

Base Facility Charge, effective as of the billing date listed:

Effective Billing Date:	March / 2019
5/8 X 3/4" Meter	\$ 13.10
1" Meter	\$ 30.30
1-1/2" Meter	\$ 58.98
2" Meter	\$ 93.39
3" Meter	\$ 185.15
4" Meter	\$ 288.38
6" Meter	\$ 575.13
8" Meter	\$ 919.23
10" Meter	\$1,320.68
12" Meter	\$2,467.68

A fixed charge designed to recover a portion of the fixed costs of the sewer system shall be applied to each meter based upon the size of the meter.

Volume Charge: Rates for each hundred cubic feet of metered water consumption effective as of the billing date listed:

Effective Billing Date:	March / 2019
All Metered Use	\$ 3.42

SECTION 4. Water bills mailed after **March 1, 2019**, will be based upon the new water rates. The current sanitary sewer and sewage disposal rates will remain the same, until, further amended by City Council.

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

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

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

SECTION 8. This Ordinance shall be and become effective from and after its adoption and publication in accordance with the provisions of the City 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 January 24, 2019, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____, 2019.

Secretary for the City Council
of the City of Galveston



City of Galveston

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

January 24, 2019

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

RE: An ordinance amending the code of the City of Galveston, 1982 as amended, by amending Chapter 36, "Water, Sewers and Sewage Disposal"; Providing for water and sewer system rates and charges.

I. Background

- A. The proposed ordinance provides for approximately a **seven percent increase in water rates and no change in sewer rates**. This recommendation is based on the rate study performed by Stantec (see attached study) for the City.
- B. If approved on January 24th, the increase will take effect with the February usage period for bills issued beginning on March 1.
- C. The last rate increase, effective October 1, 2015 for both water and sewer, put a new structure in place to encourage conservation. That has been successful, and the proposed water rates are based on the same principle.

II. Current Situation

- A. Current and proposed rates are shown in the next two pages. There are two charges for each category of service: the base rate (using meter size) and volume of use. Table 1 shows base rates for all categories of users base on meter size. Table 2 shows volumetric rates for all categories of use.
- B. The impact of the proposed rates on customers' combined month water and sewer bills can be summarized follows:
 - 1. The **typical residential customer** with water and sewer service, indoor use only, will see an increase in their monthly water and sewer bill of about **4.5 percent (approximately \$2 per month)** or amounts that range from \$1.24 (no use) to \$2.84 (700 cubic feet). As shown on page 28 of the Stantec report, 78.3 percent of the bills issued for this category of customers are for 700 cubic feet water use per month or less.
 - 2. **Non-residential customers** with a 5/8" meter will see a monthly increase of approximately **3.4 to 3.7 percent** or amounts that range from \$3.64 for 1000 cubic feet per month use to \$6.04 for 2000 cubic feet per month use. Non-residential customers with larger meter sizes will experience a larger percent change in their total bill.
 - 3. **Sprinkler customers** with a 5/8" meter will experience a slightly higher percent increase because **they pay no sewer charge**. Their bill will increase an **average of 7 percent** depending on how much water they consume. (See page 30 of the Stantec report).

C. The minimum bill is proposed to increase from \$53.93 to \$55.17, a \$1.24 increase.

Minimum Bill		
Service	Current	Proposed
Water	\$9.54	\$10.78
Sewer	\$13.10	\$13.10
Garbage	\$20.48	\$20.48
Sales Tax	\$1.69	\$1.69
Recycling	\$1.96	\$1.96
Sales Tax	\$0.16	\$0.16
Dainage	\$7.00	\$7.00
Total	\$53.93	\$55.17

**TABLE 1 – MONTHLY BASE RATES
FOR ALL CUSTOMERS**

WATER SERVICE BASE RATE (USING METER SIZE)

Meter Size	Current Base Rate	Proposed Base Rate	Proposed Increase	Percent Increase
5/8" or 3/4"	\$ 9.54	\$ 10.78	\$ 1.24	13.0%
1"	\$ 21.56	\$ 24.36	\$ 2.80	13.0%
1 1/2"	\$ 41.58	\$ 46.99	\$ 5.41	13.0%
2"	\$ 65.61	\$ 74.14	\$ 8.53	13.0%
3"	\$ 129.69	\$ 146.55	\$ 16.86	13.0%
4"	\$ 201.78	\$ 228.01	\$ 26.23	13.0%
6"	\$ 402.03	\$ 454.29	\$ 52.26	13.0%
8"	\$ 642.33	\$ 725.83	\$ 83.50	13.0%
10"	\$ 922.68	\$ 1,042.63	\$ 119.95	13.0%
12"	\$ 1,723.68	\$ 1,947.76	\$ 224.08	13.0%

SEWER SERVICE BASE RATE (USING METER SIZE)

Meter Size	Current Base Rate	Proposed Base Rate	Proposed Increase	Percent Increase
5/8" or 3/4"	\$ 13.10	\$ 13.10	\$ -	0.0%
1"	\$ 30.30	\$ 30.30	\$ -	0.0%
1 1/2"	\$ 58.98	\$ 58.98	\$ -	0.0%
2"	\$ 93.39	\$ 93.39	\$ -	0.0%
3"	\$ 185.15	\$ 185.15	\$ -	0.0%
4"	\$ 288.38	\$ 288.38	\$ -	0.0%
6"	\$ 575.13	\$ 575.13	\$ -	0.0%
8"	\$ 919.23	\$ 919.23	\$ -	0.0%
10"	\$ 1,320.68	\$ 1,320.68	\$ -	0.0%
12"	\$ 2,467.68	\$ 2,467.68	\$ -	0.0%

COMBINED SERVICE BASE RATE (USING METER SIZE)

Meter Size	Current Base Rate	Proposed Base Rate	Proposed Increase	Percent Increase
5/8" or 3/4"	\$ 22.64	\$ 23.88	\$ 1.24	5.5%
1"	\$ 51.86	\$ 54.66	\$ 2.80	5.4%
1 1/2"	\$ 100.56	\$ 105.97	\$ 5.41	5.4%
2"	\$ 159.00	\$ 167.53	\$ 8.53	5.4%
3"	\$ 314.84	\$ 331.70	\$ 16.86	5.4%
4"	\$ 490.16	\$ 516.39	\$ 26.23	5.4%
6"	\$ 977.16	\$ 1,029.42	\$ 52.26	5.3%
8"	\$ 1,561.56	\$ 1,645.06	\$ 83.50	5.3%
10"	\$ 2,243.36	\$ 2,363.31	\$ 119.95	5.3%
12"	\$ 4,191.36	\$ 4,415.44	\$ 224.08	5.3%

D. Residential water customers, most of whom have a 5/8" meter, will pay a base fee for water service of \$10.78 and a base fee for sewer service of \$13.10, a total base charge of \$23.88. This customer will see an increase in their base charge of \$1.24 per month, a 5.2 percent increase over their current total charge of \$22.64 per month. A residential sprinkler with a separate 5/8" meter will pay a base water service charge of \$10.78, a \$1.24 increase per month for base service. No customer will see an increase for sewer service in their base charge or in their volumetric charge as shown on the next page.



**TABLE 2 – VOLUMETRIC CHARGES
BY CUSTOMER CATEGORY**

RESIDENTIAL SERVICE WATER VOLUMETRIC RATES

Tier	Current Rate per 100 Cubic Feet	Proposed Rate per 100 Cubic Feet	Proposed Increase	Percent Increase
0-500 Cubic Feet/Month	\$ 1.62	\$ 1.78	\$ 0.16	9.9%
500-1000 Cubic Feet/Month	\$ 4.05	\$ 4.45	\$ 0.40	9.9%
1000-2000 Cubic Feet/Month	\$ 6.08	\$ 6.22	\$ 0.14	2.3%
2000 Cubic Feet/Month	\$ 9.12	\$ 9.26	\$ 0.14	1.5%

SPRINKLER SERVICE VOLUMETRIC RATES

Meter Size	Current Rate per 100 Cubic Feet	Proposed Rate per 100 Cubic Feet	Proposed Increase	Percent Increase
0-500 Cubic Feet/Month	\$ 4.05	\$ 4.29	\$ 0.24	5.9%
500-1500 Cubic Feet/Month	\$ 6.08	\$ 6.44	\$ 0.36	5.9%
1500+ Cubic Feet/Month	\$ 9.12	\$ 9.67	\$ 0.55	6.0%

NON-RESIDENTIAL SERVICE VOLUMETRIC RATE

Meter Size	Current Rate per 100 Cubic Feet	Proposed Rate per 100 Cubic Feet	Proposed Increase	Percent Increase
All metered use PER 100 Cubic Feet/Month	\$ 4.05	\$ 4.29	\$ 0.24	5.9%

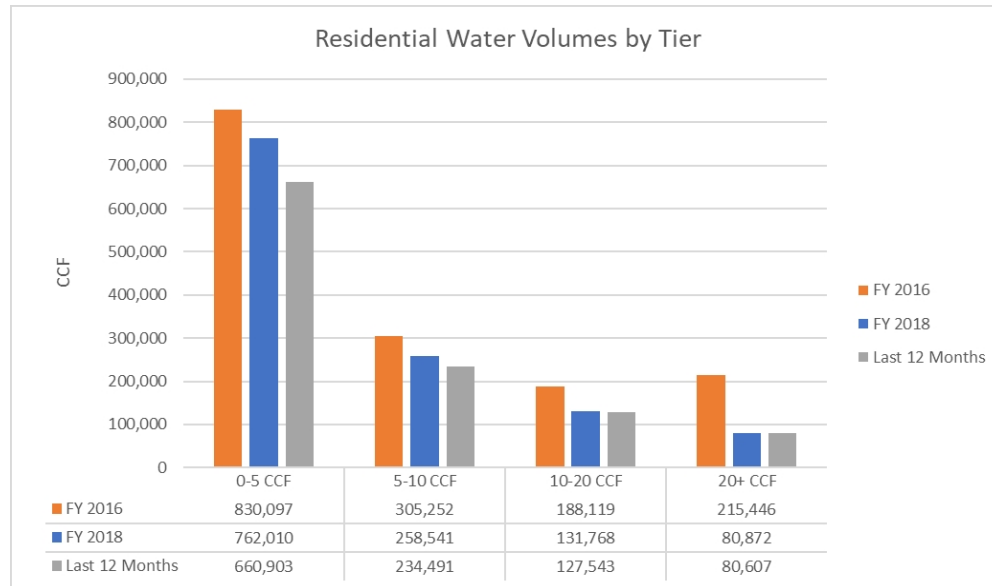
ALL SEWER SERVICE VOLUMETRIC RATE

Meter Size	Current Rate per 100 Cubic Feet	Proposed Rate per 100 Cubic Feet	Proposed Increase	Percent Increase
All metered use PER 100 Cubic Feet/Month	\$ 3.42	\$ 3.42	\$ -	0.0%



III. Issues

- A. The 2015 rate structure produced conservation as the direct result of higher marginal rates for higher levels of water use. Stantec provided the chart below (see page two of their report) that shows the effect of the October 2015 rate and structure change on total residential usage.



- B. Is it possible to avoid this rate increase through other means of cost savings or revenue raising? The answer is that the City is working to identify and minimize water loss, while maximizing water revenue beyond these rates. The last rate increase was sufficient to finance system improvements and operations for three fiscal years without change. And there is no sewer rate increase recommended at this time.
- C. Water and sewer system costs will continue to rise. The Gulf Coast Water Authority can be expected to raise the City's cost of water at the rate of five percent per year. Also, continued implementation of the Capital Improvement Plan is going to require continued bond issues to provide the quality of water and sewer service expected by Galveston rate payers.
- D. The water rate increase is expected to raise \$1.5 million annually. This amount is necessary to help pay for the \$2 million in future annual debt service payment should the \$35 million Water & Sewer system certificates of obligation be approved on this agenda. The Water & Sewer CO sale is required to support the ongoing Capital Improvement Plan for water and sewer projects.
- E. Galveston's rates compare favorably with other area cities, especially when you consider the age of our infrastructure, the fact that we do not have our own water source, and we are attempting to catch up with necessary upgrades and expansion of our systems. See the chart on the next page.



**TABLE 3 – TEXAS MUNICIPAL LEAGUE SURVEY DATA
2018 WATER AND SEWER RATES**

City	Total Customers	5,000 Gal. Residential (1)	10,000 Gal. Residential (1)	50,000 Gal. Commercial (2)	200,000 Gal. Commercial (3)
Water Charges					
Houston	486,000	\$34.96	\$61.13	\$233.37	\$896.37
Pearland	36,297	\$27.12	\$46.84	\$318.22	\$1,052.72
Sugar Land	30,292	\$22.18	\$36.83	\$204.04	\$661.54
League City	32,129	\$22.63	\$50.13	\$293.43	\$1,178.43
Pasadena	33,786	\$20.15	\$36.47	\$261.50	\$944.00
Baytown	21,960	\$33.09	\$65.53	\$348.88	\$1,183.88
Galveston Current	21,945	\$21.69	\$56.13	\$332.91	\$1,483.38
Galveston Proposed	21,945	\$24.13	\$60.59	\$357.28	\$1,599.72
TML Average 50,000 to 75,000 pop	26,344	\$28.44	\$48.74	\$280.91	\$905.63
Sewer Charges					
Houston	462,000	\$45.49	\$95.25	\$325.49	\$1,264.49
Pearland	35,341	\$37.74	\$62.74	\$361.26	\$1,111.26
Sugar Land	28,432	\$26.90	\$41.40	\$231.97	\$666.97
League City	32,129	\$28.52	\$51.62	\$240.02	\$933.02
Pasadena	33,786	\$20.15	\$37.49	\$261.58	\$884.08
Baytown	21,076	\$33.24	\$61.39	\$345.38	\$1,189.88
Galveston	21,945	\$33.62	\$57.56	\$319.11	\$1,488.27
TML Average 50,000 to 75,000 pop	26,344	\$31.40	\$50.76	\$249.96	\$1,011.86
Total Charges					
Houston	462,000	\$80.45	\$156.38	\$558.86	\$2,160.86
Pearland	35,341	\$64.86	\$109.58	\$679.48	\$2,163.98
Sugar Land	28,432	\$49.08	\$78.23	\$436.01	\$1,328.51
League City	32,129	\$51.15	\$101.75	\$533.45	\$2,111.45
Pasadena	33,786	\$40.30	\$73.96	\$523.08	\$1,828.08
Baytown	21,076	\$66.33	\$126.92	\$694.26	\$2,373.76
Galveston Current	21,945	\$55.31	\$113.69	\$652.02	\$2,971.65
Galveston Proposed	21,945	\$57.75	\$118.15	\$676.39	\$3,087.99
TML Average 50,000 to 75,000 pop	26,344	\$59.84	\$99.50	\$530.87	\$1,917.49

Notes:

- (1) 5,000 gallons equals 668 cubic feet billed as 600 cubic feet. 10,000 gallons is 1,336 cubic feet billed as 1,300 cubic feet. Also base rate for Residential assumes 5/8 inch meter.
- (2) Commercial at 20,000 gallons is 6,682 cubic feet billed at 6,600 cubic feet. Base rate is set at 2" meter size.
- (3) Commercial at 200,000 gallons is 26,736 cubic feet billed at 26,700 cubic feet. Base rate uses 6" meter size.

IV. Alternatives

- A. City Council approves the proposed rates.
- B. City Council delays/reschedules approval of the proposed rates.
- C. City Council does not approve the rates.

V. Recommendation

Concur in Alternative A.



To: Mike Loftin, City of Galveston Finance Director **From:** Stantec Consulting Services, Inc.

Re: Water and Sewer 2018 Analysis **Date:** January 11, 2018

The purpose of this technical memorandum is to present an overview of the concepts, methodology, and results of the revenue sufficiency analysis (RSA), rate design and miscellaneous fee update that was conducted for City of Galveston (City) by Stantec Consulting Services Inc (Stantec) in 2018.

1.0 BACKGROUND

Stantec has worked with the City on annual basis since the last full water & sewer rate study in 2015. The annual efforts have consisted of a revenue sufficiency analysis to determine the ongoing sustainability of current utility (Water & Sewer) revenue levels. These efforts have reviewed the operational and capital needs of the water and sewer utilities in detail, working alongside City staff. In doing so a 10 year revenue requirement forecast has been generated that details the expected rate adjustment needs of the utility in each projection year. Additionally, sensitivities with regards to capital spending assumptions and debt issuance timing are tested. Through this process the utility is presented with a forecast of rate adjustment needs and a deep understanding of the utility's cost drivers.

These ongoing efforts combined with the City's proactive management of its utility fund have allowed for rate adjustment to be recommended to City management and council only when they are necessary to sustain the provision of water and wastewater services in the City of Galveston. This year's engagement with the City consisted of the following analysis which are detailed herein:

- **Water Conservation Analysis**

This analysis used the City's historical billing data to understand the degree of water conservation that has taken place since the implementation of the inclining block rate structure in FY 2016.

- **Revenue Sufficiency**

The revenue sufficiency analysis produced a ten-year forecast of the rate revenue adjustments necessary to provide for the sustainability of the water and sewer utility system.

- **Rate Structure Modifications**

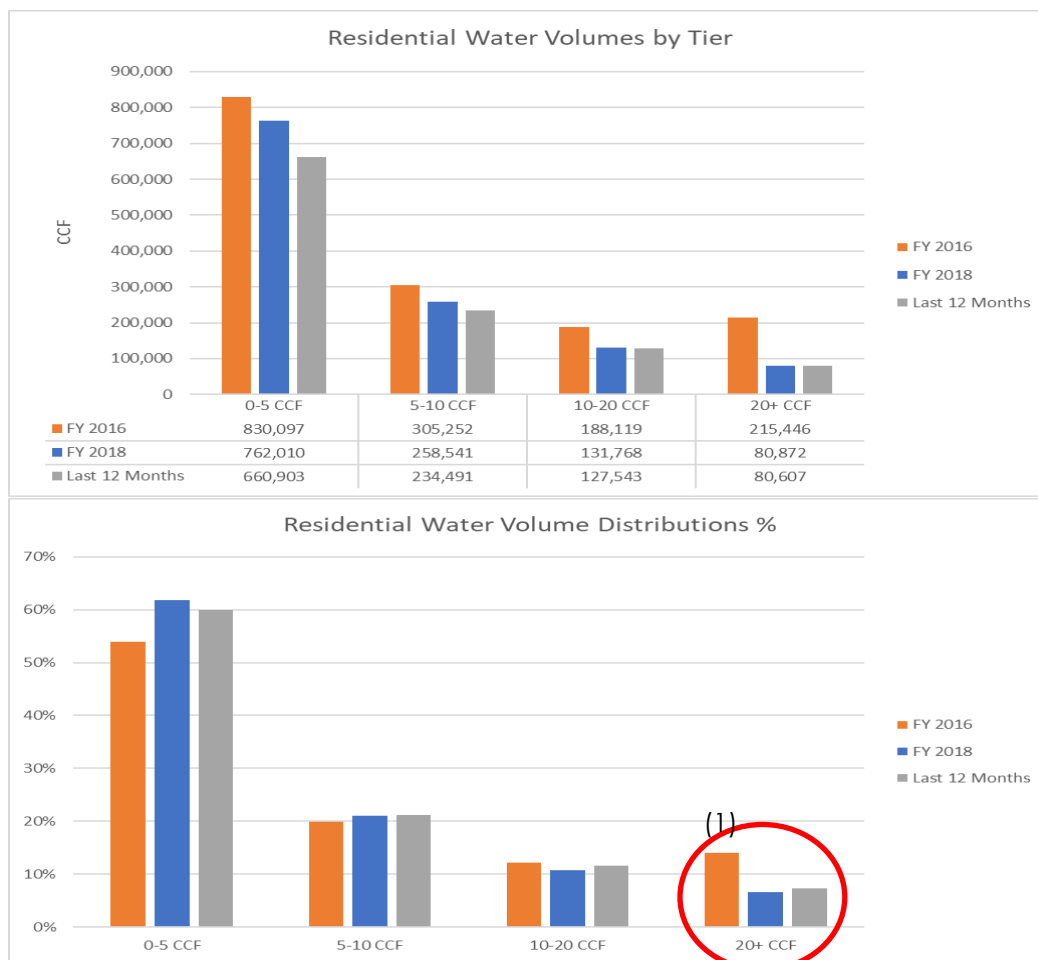
This section provides recommendations for rate structure adjustments that serve to enhance equity, defensibility and provide moderate conservation pricing.

- **Updated Miscellaneous fees**

This section provides for the update and consideration of several customer specific fees based on current effort and cost data.

2.0 WATER CONSERVATION ANALYSIS

The first component of the analysis this year reviewed the residential customer class volumes since the implementation of the inclining block water rates (FY 2016). This effort was intent on identifying trends in consumption since the water rate structure modifications, which included a conservation pricing signal. Included below, are the graphical representations of the trends in volume and proportional volume for the residential rate class. Within the data there are two underlying trends of importance since the implementation of the inclining block rates which were placed into service to provide a conservation pricing signal to high volume users. First and most notably, the proportion of volume in the top tier of consumption (20+ CCF per month) has been curtailed (1). For the residential class, the top tier has lost 62% of its FY 2016 volume of 215,446 CCF. Additionally, the residential class in total has shown decreases in the volume billed, much of which is attributable to the top tier of volume loss.



RESULTS

The water conservation analysis provided data driven observations that validate the effectiveness, in terms of curtailing discretionary water usage, of the conservation water rate structure. As can be clearly seen discretionary volumes in the higher volumetric tiers (20+CCF) have declined since the implementation of the rate structure and continue to be billed at sub 2016 levels. This finding confirms that the inclining block rate structure resulted in conservation of discretionary water use for the residential single-family class.

2.0 REVENUE SUFFICIENCY ANALYSIS

The revenue sufficiency analysis sought to identify if current water and sewer revenue levels are sufficient to provide for the operations & maintenance, debt service, maintenance of reserves, debt coverage levels and the capital funding needs of the utility system over a multi-year projection period. If current revenue levels could not sustain the utility's needs in any year during the projection, the level of rate increase necessary were calculated and are presented herein. This year's analysis was conducted on the newly created joint water and sewer utility. The following sections detail the analysis and assumptions utilized to generate the ten-year forecast of rate revenue sufficiency. The appendix following the results sections provides the detailed calculations for the analysis.

KEY DATA SOURCES

This analysis included the most current operational and capital budget information including:

Operational Expenses

This analysis used the FY 2018 full year estimates for revenues and expenditures in FY 2018. The FY 2019 budget was then used to for FY 2019 and escalated to account for inflation in each projected year thereafter. With the exception of annual Gulf Cost Water Authority (GCWA) purchased water cost. These cost were estimated in FY 2019 & FY 2020 using information provided by GCWA and City Staff, each year thereafter cost were inflated by 4% per annum. All other cost inflation assumptions are shown on schedule 2 of the appendix.

Debt Service Expenses

Current debt service was calculated based on the yearly amortization schedules for the Utility's existing debts. To the extent that new debt was required to finance a portion of the City's capital improvement plan, 30 year level debt was used to simulate the new annual debt service that would be required.

Capital Improvement Expenses

The City provided high level estimates for five year capital improvement expenses, inclusive of expected funding sources. This was used as the basis for projecting the rates necessary to provide the funding window for the capital program in each year. Of note the program includes \$126M in expected revenue bonds issuance.

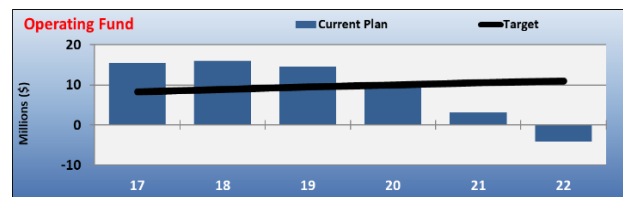
The information included above was entered into a 10 year rate revenue projection model and formed the basis of the revenue sufficiency analysis. The City's main cost drivers stem from the pass-through cost from GCWA purchased water and new debt service associated with capital improvement spending. All expense and revenue data was based on current data and then projected into future periods using the most relevant information available and reviewed with City staff.

RESULTS

Once populated with the most current data and assumptions the revenue sufficiency analysis reviewed the sufficiency of rate revenues for a multi-year projection period. It was found that current rate revenue levels cannot sustain the utility's needs over a multiyear period and in the absence of a rate adjustment plan the utility is projected to be unable to maintain positive cash flow and deplete its reserve balances below the minimum target by FY 2021 as can be seen in figure 1. In order to sustain the utility a 7% revenue adjustment for water rates is recommended. (Figure 2) This increase is necessitated to provide a sustainable level of cash flow over the projection period and provide resources to support new debt service associated with the City's capital improvement plan. The City has not had a rate revenue increases since FY 2016 and has avoided increases though proactive management. It is recommended that the City adopted a 7% increase in water rates effective Jan 2019. Additionally, the City requested several rate structure modifications to the current water rates, as such the next section of this report details the rates and bill impacts associated with the water rate structure modifications, inclusive of the 7% revenue increase described in this section.

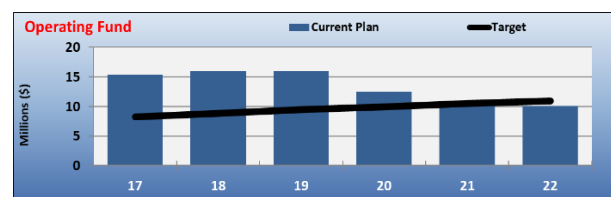
A. No Adjustment

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
Water Rate Increases	0.00%	0.00%	0.00%	0.00%	0.00%
Sewer Rate Increases	0.00%	0.00%	0.00%	0.00%	0.00%



B. Sustainable Rate Adjustment Plan

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
Water Rate Increases	0.00%	7.00%	0.00%	11.00%	8.00%
Sewer Rate Increases	0.00%	0.00%	0.00%	4.00%	3.00%



3.0 WATER RATE STRUCTURE ADJUSTMENTS

A component of the analysis this year considered water rate structure modifications. The structure modifications sought to recognize and incorporate two distinct components (1) the City has achieved conservation in terms of reduced irrigation volumes from the inclining block rates placed into service in FY 2016 and (2) the fixed cost recovery of the system (currently 18.5% of revenue) could be enhanced to provide for a more stable revenue base that provides resiliency in event of changes in billed volumetric demands.

Volumetric Rates

As it relates to the component of the water rates that charge for monthly usage the City has contemplated a change to the single-family residential rates that would reduce the conservation pricing signal. This would be accomplished by increasing tier 1 rates greater than tier 4 rates for single family residential customers such that the same overall revenue target according to the needs of the system in section 3 (7% adjustment for water) is met, but more revenue is collected in the lower tiers as compared to the higher tiers proportionately, than the current rate structure provides. The City requested this change to recognize the gains in the conservation accomplished over the past few years.

Fixed Monthly Rates

Additionally, each monthly water bill has a portion of the bill that is fixed or independent of use. The portion of the utility's revenue that is recovered in this manner is commonly referred to as fixed cost recovery and provides stability to the utility's revenue stream from adverse events such as wet weather that can reduce billed demands. The City currently collects 18.5% of all utility rate revenue from the fixed portion of the bill, while industry best practices support up to 30% fixed cost recovery. As such it is recommended that water rates be adjusted such that fixed cost recovery is increased. The proposed bill calculations shown below include fixed charges that would generate an increase of 1% in fixed cost recovery of water service over current rates and modify the conservation signaling in the water residential tiered rates as described herein. The City should strive to achieve additionally increases to fixed cost recovery levels in the future, while being sensitive to lower volume user impacts. The following table incorporates the recommended changes into a bill impact table for single family residential customers at bellwether usage levels.

Residential Water 5/8" Meter Water & Sewer Bill Calculations											
Monthly Use (CCF)	Monthly Use (CF)	Monthly Use (Gal)	Agg. Bills Issued %	Current Water	Proposed Water	Current Sewer	Proposed Sewer	Current FY 18	Proposed (JAN FY 19)	\$ Chg	% Chg
5	500	3,740	71.7%	\$17.64	\$19.68	\$30.20	\$30.20	\$47.84	\$49.88	\$2.04	4.3%
10	1,000	7,480	92.1%	\$37.89	\$41.93	\$47.30	\$47.30	\$85.19	\$89.23	\$4.04	4.7%
15	1,500	11,220	97.9%	\$68.29	\$73.03	\$64.40	\$64.40	\$132.69	\$137.43	\$4.74	3.6%

4.0 MISCELLANEOUS SERVICE CHARGES

This section of the report presents the analysis of miscellaneous service charges that was completed as part of the Study. The City currently applies miscellaneous service charges in relation to the provision of specific services to individual customers. Turn on/off fees, tap fees, and unauthorized connections are examples of the types of services for which the City has service charges or fees. Stantec reviewed with staff the list of current miscellaneous fees, shown on the following page in the existing column. The existing fees were buttressed by the addition of new fees that were calculated in this study for consideration (column 2019).

The updated fees are presented in the table below. Charges and fees were calculated based on the detailed interviews with staff and the appendix at the end of this report that details the specific cost of activities related to the service delivery model of the City.

Description	Existing	2019
New Service	\$15.00	\$15.00
Transfer of Service	\$15.00	\$10.00
Damaged Mechanisms		\$211.00
Service Restoration		\$9.00
Returned Checks ⁽¹⁾		\$37.50
Re-reading of Meter		\$12.00
Pressure/Meter Testing		\$25.00
Meter Replacement		\$211.00
Unauthorized Tap ⁽²⁾	\$500.00	\$500.00
Billing Records Profiles		\$15.00
Meter Removal		\$14.00
Portable Deposits ⁽²⁾		4" Inch Meter Fixed Monthly Fixed
Portable Rental Fee ⁽²⁾		4" Inch Meter Fixed Monthly Fixed
4" Sewer Tap	\$500.00	\$806.00
3/4" Water Tap	\$650.00	\$369.00
1" Water Tap	\$928.57	\$475.00
1 1/2" Water Tap	\$2,228.57	\$837.00
2" Water Tap	\$2,785.71	\$1,244.00

(1) Fees not charges

(2) Set by State Statute

Certain types of service are best priced on a fee basis and not a cost basis. These types of activities have a component that is not cost based or are seeking to influence behavior. Unauthorized taps are one such fee that has a cost for the City, but also represents a misuse of City resources and theft of product. As such its appropriate to set the fee for this behavior independent of cost such that the pricing signal deters the behavior. The City currently charges \$500 for this activity and that does provide a sufficient level of discouragement.

Portable rental fees should also be considered in light of pricing practices for normal customers. A portable meter represents one of the hardest demands to plan for as the meter is temporary and may be located anywhere in the City to serve a specific need. As such the pricing paradigm presented herein syncs up the fees for a portable with those of a normal customer. The proposed deposit should reflect an amount equal to one months fixed charge for a 4" water meter. Then there should exist an ongoing monthly fee equal to the current monthly fixed fee for a 4" water meter. The combination of these two fees properly protects the city and provides customer equity with regards to normal permanent customers.

Disclaimer

This document was produced by Stantec Consulting Services, Inc. ("Stantec") for the City of Galveston, TX ("City") and is based on a specific scope agreed upon by both parties. Stantec's scope of work and services do not include serving as a "municipal advisor" for purposes of the registration requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Stantec is not advising the City, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, terms, or other similar matters concerning such products or issuances.

In preparing this report, Stantec utilized information and data obtained from the City or public and/or industry sources. Stantec has relied on the information and data without independent verification, except only to the extent such verification is expressly described in this document. Any projections of future conditions presented in the document are not intended as predictions, as there may be differences between forecasted and actual results, and those differences may be material.

Additionally, the purpose of this document is to summarize Stantec's analysis and findings related to this project, and it is not intended to address all aspects that may surround the subject area. Therefore, this document may have limitations, assumptions, or reliances on data that are not readily apparent on the face of it. Moreover, the reader should understand that Stantec was called on to provide judgments on a variety of critical factors which are incapable of precise measurement. As such, the use of this document and its findings by the City should only occur after consultation with Stantec, and any use of this document and findings by any other person is done so entirely at their own risk.

5.0 APPENDIX A: FINANCIAL PLAN SUPPORTING SCHEDULES

Schedule 1	Assumptions
Schedule 2	Cost Escalation Factors
Schedule 3	Customer and Usage Forecast
Schedule 4	Beginning Balances
Schedule 5	CIP
Schedule 6	Projection of Cash Outflows
Schedule 7	Projection of Cash Inflows
Schedule 8	FAMS Control Panel
Schedule 9	Pro Forma
Schedule 10	Funding Summary by Fund
Schedule 11	Long-Term Borrowing

Assumptions										Schedule 1	
	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Annual Growth:											
Water											
Number of ERUs (Residential, Sprinkler, and Non-Residential)	33,852	34,529	35,219	35,924	36,642	37,375	38,123	38,885	39,663	40,456	41,265
ERU Growth	N/A	677	691	704	718	733	748	762	778	793	809
ERU Growth %	N/A	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Annual Volume (CF)	359,705,506	363,230,620	366,790,280	370,384,825	374,014,596	377,679,939	381,381,203	385,118,738	388,892,902	392,704,052	396,552,552
Volume Growth	N/A	3,525,114	3,559,660	3,594,545	3,629,771	3,665,343	3,701,263	3,737,536	3,774,164	3,811,150	3,848,500
Volume Growth %	N/A	0.98%	0.98%	0.98%	0.98%	0.98%	0.98%	0.98%	0.98%	0.98%	0.98%
Sewer											
Number of ERUs (Residential and Non-Residential)	27,389	27,937	28,495	29,065	29,647	30,240	30,844	31,461	32,090	32,732	33,387
ERU Growth	N/A	548	559	570	581	593	605	617	629	642	655
ERU Growth %	N/A	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Annual Volume (CF)	299,273,443	303,223,853	307,226,408	311,281,796	315,390,716	319,553,873	323,771,985	328,045,775	332,375,979	336,763,342	341,208,618
Volume Growth	N/A	3,950,409	4,002,555	4,055,389	4,108,920	4,163,157	4,218,111	4,273,790	4,330,204	4,387,363	4,445,276
Volume Growth %	N/A	1.32%	1.32%	1.32%	1.32%	1.32%	1.32%	1.32%	1.32%	1.32%	1.32%
Capital Spending:											
Annual Capital Budget (Future Year Dollars)	\$ 3,409,988	\$62,129,385	\$27,399,838	\$36,933,755	\$24,230,000	\$20,063,925	\$ 3,424,493	\$ 3,457,760	\$ 3,357,312	\$ 3,291,913	\$ 3,328,295
Annual Percent Executed	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Reclaimed Water	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Average Annual Interest Earnings Rate:											
On Fund Balances:	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
Operating Budget Reserve:											
Target (Number of Months of Reserve)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Operating Budget Execution Percentage:											
Personal Services	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Variable O&M Expenses	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Fixed O&M Expenses	105%	105%	105%	105%	105%	105%	105%	105%	105%	105%	105%

<u>Account</u>	<u>Account Title</u>	<u>Source:</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>
511001	REGULAR PAYROLL	City	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
511005	LONGEVITY	City	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
511006	DIFFERENTIAL PAY	City	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
511009	OVERTIME	City	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
511021	PART-TIME PAYROLL	City	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
511030	MARDI GRAS	City	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
511125	RESIDENCY PAY	City	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
511510	GROUP HEALTH INSURANCE - EMPLOYER'S	City	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
511515	WORKER'S COMPENSATION	City	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
511520	GROUP LIFE INSURANCE	City	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
511530	SOCIAL SECURITY - EMPLOYER'S	City	6.20%	6.20%	6.20%	6.20%	6.20%	6.20%	6.20%	6.20%	6.20%	6.20%
511535	MEDICARE - EMPLOYER'S	City	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%
511542	CITY EMPLOYEE RETIREMENT	City	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
511650	SALARY REIMBURSEMENTS	City	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
521065	OFFICE SUPPLIES	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
521067	MINOR OFFICE EQUIPMENT	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
521073	PRINTED MATERIALS	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
522011	CHEMICALS	EIA	7.70%	7.70%	7.70%	7.70%	7.70%	7.70%	7.70%	7.70%	7.70%	7.70%
522013	CLOTHING	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
522015	CONCRETE AND AGGREGATE	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
522025	FUEL AND LUBRICANTS	EIA	7.70%	7.70%	7.70%	7.70%	7.70%	7.70%	7.70%	7.70%	7.70%	7.70%
522037	JANITORIAL SUPPLIES	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
522038	SAFETY SUPPLIES	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
522055	MINOR TOOLS	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
522056	MINOR EQUIPMENT	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
522065	PAINT AND LUMBER	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
522075	PIPE AND PLUMBING SUPPLIES	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
522085	EQUIPMENT PARTS	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
525031	ELECTRICITY	EIA	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
531004	CONSULTANT SERVICES	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
531005	OTHER SERVICES	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
531006	ATTORNEY'S FEES	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
531007	SECURITY SERVICE	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
531008	LABORATORY TESTING	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
531025	MEMBERSHIPS	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
531027	CERTIFICATION & PERMIT FEES	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
531028	SOFTWARE LICENSES	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
531120	LOT MAINTENANCE	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
531124	TOWING PAYMENTS	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
531125	OTHER CONTRACTS	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
531220	BUILDING REPAIRS	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
531230	EQUIPMENT REPAIRS	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
531240	MAINTENANCE CONTRACTS	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
531310	RENTAL OF LAND & BUILDINGS	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
531320	EQUIPMENT RENTAL	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
531350	GARAGE CHARGES	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
531360	COMPUTER CHARGES	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
532062	POSTAGE	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
532065	PRINTING, DUPLICATION	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
532066	PRINT SHOP CHARGES	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
532083	TELEPHONE SERVICE	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
532084	CELLULAR SERVICE	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
532085	PAGER SERVICE	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
532086	OTHER COMMUNICATIONS	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
532087	AIRCARD SERVICE	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
533085	TRAVEL/TRAINING	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
544086	AMORTIZATION-CONTRACT WATER RIGHTS	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
544087	EXPENSE REIMBURSEMENT	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
544105	BANK SERVICE CHARGES	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
544127	JUDGMENTS & FINES	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
547013	SURFACE WATER - OPERATIONS	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
547040	ADMINISTRATIVE SERVICE CHARGE	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
547050	PAYMENT IN LIEU OF TAXES	City	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
547070	INSURANCE EXPENSE	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
547075	CITY HALL MAINTENANCE	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
564005	CAPITAL OUTLAY - IMPROVEMENTS	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%

Default Inflation Factor (if expense not listed above)

2.50% 2.00% 2.00% 2.00% 2.00% 2.00% 2.00% 2.00% 2.00% 2.00%

Source Codes

CBO - Congressional Budget Office
MSR - Mid Session Review
Blue Chip - Industry Standard
City - Provided by Staff
EIA - Energy Information Agency

Customer & Usage Forecast
Schedule 3

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
<u>Water Residential</u>											
Total ERUs	20,274	20,679	21,093	21,514	21,945	22,384	22,831	23,288	23,754	24,229	24,713
Change	N/A	405	414	422	430	439	448	457	466	475	485
% Change	N/A	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Annual Consumption (CF)	124,492,496	125,712,523	126,944,505	128,188,562	129,444,809	130,713,369	131,994,360	133,287,904	134,594,126	135,913,148	137,245,097
Monthly Consumption per ERU	512	507	502	497	492	487	482	477	472	467	463
Change Per ERU	N/A	(5.1)	(5.1)	(5.0)	(5.0)	(4.9)	(4.9)	(4.8)	(4.8)	(4.7)	(4.7)
% Change Per ERU	N/A	-1.0%	-1.0%	-1.0%	-1.0%	-1.0%	-1.0%	-1.0%	-1.0%	-1.0%	-1.0%
<u>Sprinkler</u>											
Total ERUs	3,719	3,793	3,869	3,946	4,025	4,106	4,188	4,271	4,357	4,444	4,533
Change	N/A	74	76	77	79	81	82	84	85	87	89
% Change	N/A	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Annual Consumption (CF)	198,325	200,268	202,231	204,213	206,214	208,235	210,276	212,336	214,417	216,519	218,640
Monthly Consumption per ERU	4	4	4	4	4	4	4	4	4	4	4
Change Per ERU	N/A	(0.0)	(0.0)	(0.0)	(0.0)	(0.0)	(0.0)	(0.0)	(0.0)	(0.0)	(0.0)
% Change Per ERU	N/A	-1.0%	-1.0%	-1.0%	-1.0%	-1.0%	-1.0%	-1.0%	-1.0%	-1.0%	-1.0%
<u>Water Non-Residential</u>											
Total ERUs	9,860	10,057	10,258	10,463	10,672	10,886	11,104	11,326	11,552	11,783	12,019
Change	N/A	197	201	205	209	213	218	222	227	231	236
% Change	N/A	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Annual Consumption (CF)	235,014,685	237,317,829	239,643,544	241,992,051	244,363,573	246,758,336	249,176,567	251,618,498	254,084,359	256,574,386	259,088,815
Monthly Consumption per ERU	1,986	1,966	1,947	1,927	1,908	1,889	1,870	1,851	1,833	1,815	1,796
Change Per ERU	N/A	(19.9)	(19.7)	(19.5)	(19.3)	(19.1)	(18.9)	(18.7)	(18.5)	(18.3)	(18.1)
% Change Per ERU	N/A	-1.0%	-1.0%	-1.0%	-1.0%	-1.0%	-1.0%	-1.0%	-1.0%	-1.0%	-1.0%
<u>Sewer Residential</u>											
Total ERUs	19,238	19,623	20,015	20,416	20,824	21,240	21,665	22,099	22,541	22,991	23,451
Change	N/A	385	392	400	408	416	425	433	442	451	460
% Change	N/A	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Annual Use (CF)	118,600,227	120,165,750	121,751,938	123,359,064	124,987,403	126,637,237	128,308,849	130,002,526	131,718,559	133,457,244	135,218,879
Monthly Use per ERU (CF)	514	510	507	504	500	497	494	490	487	484	480
Change Per ERU	N/A	(3.4)	(3.4)	(3.4)	(3.4)	(3.3)	(3.3)	(3.3)	(3.3)	(3.2)	(3.2)
% Change Per ERU	N/A	-0.7%	-0.7%	-0.7%	-0.7%	-0.7%	-0.7%	-0.7%	-0.7%	-0.7%	-0.7%
<u>Sewer Non-Residential</u>											
Total ERUs	8,151	8,314	8,480	8,650	8,823	8,999	9,179	9,363	9,550	9,741	9,936
Change	N/A	163	166	170	173	176	180	184	187	191	195
% Change	N/A	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Annual Use (CF)	180,673,216	183,058,103	185,474,469	187,922,732	190,403,313	192,916,636	195,463,136	198,043,249	200,657,420	203,306,098	205,989,739
Monthly Use per ERU (CF)	1,847	1,835	1,823	1,811	1,798	1,786	1,775	1,763	1,751	1,739	1,728
Change Per ERU	N/A	(12.3)	(12.2)	(12.2)	(12.1)	(12.0)	(11.9)	(11.8)	(11.8)	(11.7)	(11.6)
% Change Per ERU	N/A	-0.7%	-0.7%	-0.7%	-0.7%	-0.7%	-0.7%	-0.7%	-0.7%	-0.7%	-0.7%

FY 2018 Beginning Balances
Schedule 4

	Revenue Fund	Water Capital Improvement	Water Bond Proceeds 2006	Water Bond Proceeds 2008	Water Co Bonds 2017	Sewer Capital Improvement	SEWER CO BONDS 2017	Sewer Bond Proceeds 2006	Sewer Bond Proceeds 2008	Restricted Reserves
CURRENT UNRESTRICTED ASSETS										
Cash and Cash Equivalents	\$ 5,048,500	\$ 3,864,066	\$ 44,754	\$ 164,822	\$ 18,574,064	\$ 3,357,790	\$ 16,174,293	\$ -	\$ 3,958,421	\$ -
Restricted Cash - Utility Deposit	-	-	-	-	-	-	-	-	-	1,950,692
Restricted Cash - Curr Bond Debtsvc	-	-	-	-	-	-	-	-	-	881,700
Restricted Cash - Future Bond Res	-	-	-	-	-	-	-	-	-	3,335,395
Clearing Cash	59,743	-	-	-	-	-	-	-	-	-
Petty Cash	1,325	-	-	-	-	-	-	-	-	-
Accounts Receivable net of uncollectible	11,313,811	-	-	-	-	-	-	-	-	-
Inventories	129,150	-	-	-	-	-	-	-	-	-
Prepaid Maintenance	14,628	-	-	-	-	-	-	-	-	-
Due from Others	810,237	-	-	-	-	-	-	-	-	-
Prepaid Charges For Services	544,498	-	-	-	-	-	-	-	-	-
TOTAL ASSETS	\$ 17,921,892	\$ 3,864,066	\$ 44,754	\$ 164,822	\$ 18,574,064	\$ 3,357,790	\$ 16,174,293	\$ -	\$ 3,958,421	\$ 6,167,786
Less: Accounts Payable	(1,329,357)	-	-	-	-	-	-	-	(42,829)	-
Less: Accrued Compensated Absences	(40,800)	-	-	-	-	-	-	-	-	-
Less: Due to other Governments	-	-	-	-	-	-	-	-	-	-
Less: Due to other Funds	(27,443)	-	-	-	-	-	-	-	-	-
Less: STATE - UNCLAIMED FUNDS	(152,036)	-	-	-	-	-	-	-	-	-
Less: UNCLAIMED FUNDS	-	-	-	-	-	-	-	-	-	-
Less: Compensated absences	(22,440)	-	-	-	-	-	-	-	-	-
Less: Contract Payables	(44,883)	-	-	-	-	-	-	-	-	-
Less: HEALTH INS-EMPLOYER PORTION	(15,314)	-	-	-	-	-	-	-	-	-
Less: LIFE INSURANCE OVER 50k	(706)	-	-	-	-	-	-	-	-	-
Less: DEFERRED OUTFLOWS A	(374,900)	-	-	-	-	-	-	-	-	-
Less: Retainage Payable	(342,023)	-	-	-	-	-	-	-	-	(647,164)
Less: Deferred Revenue-Miscellaneous	(5,000)	-	-	-	-	-	-	-	-	-
Less: Notes Payable	(5,000)	-	-	-	-	-	-	-	-	(2,091,715)
Less: Bonds and certificates of obligation payab	-	-	-	-	-	-	-	-	-	(633,138)
CALCULATED FUND BALANCE (ASSETS - LIABILITIES)	\$ 15,561,991	\$ 3,864,066	\$ 44,754	\$ 164,822	\$ 18,574,064	\$ 3,357,790	\$ 16,174,293	\$ -	\$ 3,915,593	\$ 2,795,769
Plus/(Less): Utility Deposit	-	-	-	-	-	-	-	-	-	(1,950,692)
Plus/(Less): Inventories	(129,150)	-	-	-	-	-	-	-	-	-
Plus/(Less): Prepaid Maintenance	(14,628)	-	-	-	-	-	-	-	-	-
Plus/(Less): Prior Encumbered	-	(2,659,827)	-	-	-	(3,095,848)	-	-	-	-
Plus/(Less): Debt Service Reserve Adjustment	-	-	-	-	-	-	-	-	-	-
NET UNRESTRICTED FUND BALANCE	\$ 15,418,213	\$ 1,204,239	\$ 44,754	\$ 164,822	\$ 18,574,064	\$ 261,942	\$ 16,174,293	\$ -	\$ 3,915,593	\$ 845,078
Fund Summary										
Sewer Bond Proceeds 2006	\$ -									
Sewer Bond Proceeds 2008	\$ 3,915,593									
Water Bond Proceeds 2006	\$ 44,754									
Water Bond Proceeds 2008	\$ 164,822									
Sewer Capital Improvement	\$ 261,942									
Water Capital Improvement	\$ 1,204,239									
SEWER CO BONDS 2017	\$ 16,174,293									
Water Co Bonds 2017	\$ 18,574,064									
Revenue Fund	\$ 15,418,213									
Restricted Reserves	\$ 845,078									
Total Consolidated Fund Balance	\$ 56,602,998									

Capital Improvement Program
Schedule 5

Projects	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
WATER											
WATERWORKS IMPROVEMENT	\$ 1,793,067	758,160	1,460,000	1,184,305	610,000	610,000	924,493	957,760	857,312	791,913	828,295
2006 WATER REVENUE BONDS	\$ -	-	-	-	-	-	-	-	-	-	-
2008 WATER REVENUE BONDS	\$ -	-	-	-	-	-	-	-	-	-	-
2017 CO's WATER	\$ -	12,882,169	-	-	-	-	-	-	-	-	-
WATER REVENUE SUPPORTED BONDS	\$ -	19,340,000	15,600,000	30,560,000	15,400,000	-	-	-	-	-	-
SEWER											
SEWER IMPROVEMENT	\$ 1,616,921	1,052,642	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000
SEWER IMPROVEMENT	\$ -	-	-	-	-	-	-	-	-	-	-
2003 SEWER REVENUE BONDS	\$ -	-	-	-	-	-	-	-	-	-	-
2006 SEWER REVENUE BONDS	\$ -	-	-	-	-	-	-	-	-	-	-
2008 SEWER REVENUE BONDS	\$ -	-	-	-	-	-	-	-	-	-	-
2017 CO's SEWER	\$ -	13,281,343	2,464,121	-	-	-	-	-	-	-	-
FEMA	\$ -	183,675	-	-	-	-	-	-	-	-	-
WASTEWATER REVENUE SUPPORTED BONDS	\$ -	14,630,000	5,380,000	2,680,000	5,720,000	16,950,000	-	-	-	-	-
Total CIP Budget (in current dollars)	\$ 3,409,988	\$ 62,127,989	\$ 27,404,121	\$ 36,924,305	\$ 24,230,000	\$ 20,060,000	\$ 3,424,493	\$ 3,457,760	\$ 3,357,312	\$ 3,291,913	\$ 3,328,295
Cumulative Projected Cost Escalation	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Resulting CIP Funding Level	\$ 3,409,988	\$ 62,127,989	\$ 27,404,121	\$ 36,924,305	\$ 24,230,000	\$ 20,060,000	\$ 3,424,493	\$ 3,457,760	\$ 3,357,312	\$ 3,291,913	\$ 3,328,295
Annual CIP Execution Percentage	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Final CIP Funding Level	\$ 3,409,988	\$ 62,127,989	\$ 27,404,121	\$ 36,924,305	\$ 24,230,000	\$ 20,060,000	\$ 3,424,493	\$ 3,457,760	\$ 3,357,312	\$ 3,291,913	\$ 3,328,295

Projection of Cash Outflows
Schedule 6

				FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	
Execution Rates															
1	Personal Services			100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
2	Variable O&M Expenses			100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
3	Fixed O&M Expenses			105%	105%	105%	105%	105%	105%	105%	105%	105%	105%	105%	
Organization				Account	Account Title										
4	611800	MANAGEMENT SERVICES	511001	REGULAR PAYROLL	\$ 169,777	173,173	176,636	180,169	183,772	187,448	191,196	195,020	198,921	202,899	206,957
5	611800	MANAGEMENT SERVICES	511005	LONGEVITY	\$ 610	622	635	647	660	673	687	701	715	729	744
6	611800	MANAGEMENT SERVICES	511006	DIFFERENTIAL PAY	\$ 462	471	481	490	500	510	520	531	541	552	563
7	611800	MANAGEMENT SERVICES	511125	RESIDENCY PAY	\$ 1,077	1,099	1,121	1,143	1,166	1,189	1,213	1,237	1,262	1,287	1,313
8	611800	MANAGEMENT SERVICES	511510	GROUP HEALTH INSURANCE - EMPLOYER'S	\$ 18,602	18,974	19,354	19,741	20,135	20,538	20,949	21,368	21,795	22,231	22,676
9	611800	MANAGEMENT SERVICES	511515	WORKER'S COMPENSATION	\$ 226	231	235	240	245	250	255	260	265	270	275
10	611800	MANAGEMENT SERVICES	511520	GROUP LIFE INSURANCE	\$ 471	480	490	500	510	520	530	541	552	563	574
11	611800	MANAGEMENT SERVICES	511530	SOCIAL SECURITY - EMPLOYER'S	\$ 10,754	11,421	12,129	12,881	13,679	14,528	15,428	16,385	17,401	18,480	19,625
12	611800	MANAGEMENT SERVICES	511535	MEDICARE - EMPLOYER'S	\$ 2,535	2,572	2,609	2,647	2,685	2,724	2,764	2,804	2,844	2,886	2,928
13	611800	MANAGEMENT SERVICES	511542	CITY EMPLOYEE RETIREMENT	\$ 16,009	16,329	16,656	16,989	17,329	17,675	18,029	18,389	18,757	19,132	19,515
14	611800	MANAGEMENT SERVICES	511650	SALARY REIMBURSEMENTS	\$ 100,085	102,087	104,128	106,211	108,335	110,502	112,712	114,966	117,266	119,611	122,003
15	611800	MANAGEMENT SERVICES	511009	OVERTIME	\$ 498	508	518	528	539	550	561	572	583	595	607
16	611801	UTILITY BILLING	511001	REGULAR PAYROLL	\$ 341,481	348,311	355,277	362,382	369,630	377,023	384,563	392,254	400,099	408,101	416,263
17	611801	UTILITY BILLING	511005	LONGEVITY	\$ 2,097	2,139	2,182	2,225	2,270	2,315	2,362	2,409	2,457	2,506	2,556
18	611801	UTILITY BILLING	511006	DIFFERENTIAL PAY	\$ 1,368	1,395	1,423	1,452	1,481	1,510	1,541	1,571	1,603	1,635	1,668
19	611801	UTILITY BILLING	511009	OVERTIME	\$ 26,406	26,934	27,473	28,022	28,583	29,154	29,737	30,332	30,939	31,558	32,189
20	611801	UTILITY BILLING	511125	RESIDENCY PAY	\$ 6,400	6,732	6,867	7,004	7,144	7,287	7,433	7,581	7,733	7,888	8,045
21	611801	UTILITY BILLING	511510	GROUP HEALTH INSURANCE - EMPLOYER'S	\$ 68,989	70,369	71,776	73,212	74,676	76,169	77,693	79,247	80,832	82,448	84,097
22	611801	UTILITY BILLING	511515	WORKER'S COMPENSATION	\$ 3,138	3,201	3,265	3,330	3,397	3,465	3,534	3,605	3,677	3,750	3,825
23	611801	UTILITY BILLING	511520	GROUP LIFE INSURANCE	\$ 1,286	1,312	1,338	1,365	1,392	1,420	1,448	1,477	1,507	1,537	1,568
24	611801	UTILITY BILLING	511530	SOCIAL SECURITY - EMPLOYER'S	\$ 22,080	23,449	24,903	26,447	28,066	29,828	31,741	33,811	35,952	38,179	40,494
25	611801	UTILITY BILLING	511535	MEDICARE - EMPLOYER'S	\$ 5,163	5,238	5,314	5,391	5,469	5,548	5,629	5,710	5,793	5,877	5,962
26	611801	UTILITY BILLING	511542	CITY EMPLOYEE RETIREMENT	\$ 33,725	34,400	35,087	35,789	36,505	37,235	37,980	38,739	39,514	40,304	41,111
27	611803	SUPPLY	511001	REGULAR PAYROLL	\$ 482,921	492,579	502,431	512,480	522,729	533,184	543,847	554,724	565,819	577,135	588,678
28	611803	SUPPLY	511005	LONGEVITY	\$ 7,260	7,405	7,553	7,704	7,858	8,016	8,176	8,339	8,506	8,676	8,850
29	611803	SUPPLY	511006	DIFFERENTIAL PAY	\$ 626	639	651	664	678	691	705	719	733	748	763
30	611803	SUPPLY	511009	OVERTIME	\$ 65,186	66,490	67,820	69,176	70,559	71,971	73,410	74,878	76,376	77,903	79,461
31	611803	SUPPLY	511021	PART-TIME PAYROLL	\$ 10,977	11,197	11,420	11,649	11,882	12,119	12,362	12,609	12,861	13,119	13,381
32	611803	SUPPLY	511125	RESIDENCY PAY	\$ 8,154	8,154	8,154	8,154	8,154	8,154	8,154	8,154	8,154	8,154	8,154
33	611803	SUPPLY	511510	GROUP HEALTH INSURANCE - EMPLOYER'S	\$ 78,647	80,220	81,824	83,461	85,130	86,833	88,569	90,341	92,147	93,990	95,870
34	611803	SUPPLY	511515	WORKER'S COMPENSATION	\$ 7,008	7,148	7,291	7,437	7,586	7,737	7,892	8,050	8,211	8,375	8,543
35	611803	SUPPLY	511520	GROUP LIFE INSURANCE	\$ 1,730	1,765	1,800	1,836	1,873	1,910	1,948	1,987	2,027	2,068	2,109
36	611803	SUPPLY	511530	SOCIAL SECURITY - EMPLOYER'S	\$ 34,118	36,233	38,480	40,866	43,399	46,090	48,948	51,982	55,205	58,628	62,263
37	611803	SUPPLY	511535	MEDICARE - EMPLOYER'S	\$ 7,979	8,095	8,212	8,331	8,452	8,574	8,699	8,825	8,953	9,083	9,214
38	611803	SUPPLY	511542	CITY EMPLOYEE RETIREMENT	\$ 50,446	51,455	52,484	53,534	54,604	55,696	56,810	57,947	59,109	60,298	61,493
39	611803	SUPPLY	511110	INCENTIVE PAY	\$ 7,800	7,800	7,800	7,800	7,800	7,800	7,800	7,800	7,800	7,800	7,800
40	611804	DISTRIBUTION	511001	REGULAR PAYROLL	\$ 508,139	518,302	528,668	539,241	550,026	561,027	572,247	583,692	595,366	607,273	619,419
41	611804	DISTRIBUTION	511005	LONGEVITY	\$ 4,067	4,148	4,231	4,316	4,402	4,490	4,580	4,672	4,765	4,860	4,958
42	611804	DISTRIBUTION	511006	DIFFERENTIAL PAY	\$ 902	920	938	957	976	996	1,016	1,036	1,057	1,078	1,100
43	611804	DISTRIBUTION	511009	OVERTIME	\$ 127,054	129,595	132,187	134,831	137,527	140,278	143,083	145,945	148,864	151,841	154,878
44	611804	DISTRIBUTION	511125	RESIDENCY PAY	\$ 16,433	16,762	17,097	17,439	17,788	18,143	18,506	18,876	19,254	19,639	20,032
45	611804	DISTRIBUTION	511510	GROUP HEALTH INSURANCE - EMPLOYER'S	\$ 99,379	101,367	103,394	105,462	107,571	109,722	111,917	114,155	116,438	118,767	121,142
46	611804	DISTRIBUTION	511515	WORKER'S COMPENSATION	\$ 11,934	12,173	12,416	12,664	12,918	13,176	13,440	13,708	13,983	14,262	14,547
47	611804	DISTRIBUTION	511520	GROUP LIFE INSURANCE	\$ 1,711	1,745	1,780	1,816	1,852	1,889	1,927	1,965	2,005	2,045	2,086
48	611804	DISTRIBUTION	511530	SOCIAL SECURITY - EMPLOYER'S	\$ 37,366	39,683	42,143	44,756	47,531	50,478	53,607	56,931	60,461	64,209	68,190
49	611804	DISTRIBUTION	511535	MEDICARE - EMPLOYER'S	\$ 8,739	8,866	8,994	9,125	9,257	9,391	9,527	9,666	9,806	9,948	10,092
50	611804	DISTRIBUTION	511542	CITY EMPLOYEE RETIREMENT	\$ 57,097	58,239	59,404	60,592	61,804	63,040	64,300	65,587	66,898	68,236	69,601
51	611804	DISTRIBUTION	511650	SALARY REIMBURSEMENTS	\$ 44,770	45,665	46,579	47,510	48,460	49,430	50,418	51,427	52,455	53,504	54,574
52	611800	MANAGEMENT SERVICES	511001	REGULAR PAYROLL	\$ 169,777	173,173	176,636	180,169	183,772	187,448	191,196	195,020	198,921	202,899	206,957
53	611800	MANAGEMENT SERVICES	511005	LONGEVITY	\$ 610	622	635	647	660	673	687	701	715	729	744
54	611800	MANAGEMENT SERVICES	511006	DIFFERENTIAL PAY	\$ 462	471	481	490	500	510	520	531	541	552	563
55	611800	MANAGEMENT SERVICES	511009	OVERTIME	\$ 498	508	518	528	539	550	561	572	583	595	607
56	611800	MANAGEMENT SERVICES	511125	RESIDENCY PAY	\$ 1,077	1,099	1,121	1,143	1,166	1,189	1,213	1,237	1,262	1,287	1,313
57	611800	MANAGEMENT SERVICES	511510	GROUP HEALTH INSURANCE - EMPLOYER'S	\$ 18,602	18,974	19,354	19,741	20,135	20,538	20,949	21,368	21,795	22,231	22,676
58	611800	MANAGEMENT SERVICES	511515	WORKER'S COMPENSATION	\$ 226	231	235	240	245	250	255	260	265	270	275
59	611800	MANAGEMENT SERVICES	511520	GROUP LIFE INSURANCE	\$ 471	480	490	500	510	520	530	541	552	563	574
60	611800	MANAGEMENT SERVICES	511530	SOCIAL SECURITY - EMPLOYER'S	\$ 10,754	11,421	12,129	12,881	13,679	14,528	15,428	16,385	17,401	18,480	19,625
61	611800	MANAGEMENT SERVICES	511535	MEDICARE - EMPLOYER'S	\$ 2,535	2,572	2,609	2,647	2,685	2,724	2,764	2,804	2,844	2,886	2,928
62	611800	MANAGEMENT SERVICES	511542	CITY EMPLOYEE RETIREMENT	\$ 16,009	16,329	16,656	16,989	17,329	17,675	18,029	18,389	18,757	19,132	19,515
63	611800	MANAGEMENT SERVICES	511650	SALARY REIMBURSEMENTS	\$ 100,085	102,087	104,128	106,211	108,335	110,502	112,712	114,966	117,266	119,611	122,003
64	611801	UTILITY BILLING	511001	REGULAR PAYROLL	\$ 341,481	348,311	355,277	362,382	369,630	37					

Projection of Cash Outflows

Schedule 6

			FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Execution Rates													
1	Personal Services		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
2	Variable O&M Expenses		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
3	Fixed O&M Expenses		105%	105%	105%	105%	105%	105%	105%	105%	105%	105%	105%
99	611817 WASTEWATER TREATMENT PL	511001 REGULAR PAYROLL	\$ 1,198,739	1,222,714	1,247,168	1,272,111	1,297,554	1,323,505	1,349,975	1,376,974	1,404,514	1,432,604	1,461,256
100	611817 WASTEWATER TREATMENT PL	511005 LONGEVITY	\$ 8,940	9,139	9,322	9,508	9,699	9,893	10,090	10,292	10,498	10,708	10,922
101	611817 WASTEWATER TREATMENT PL	511009 OVERTIME	\$ 102,330	104,377	106,464	108,593	110,765	112,981	115,240	117,545	119,896	122,294	124,740
102	611817 WASTEWATER TREATMENT PL	511110 INCENTIVE PAY	\$ 16,536	16,536	16,536	16,536	16,536	16,536	16,536	16,536	16,536	16,536	16,536
103	611817 WASTEWATER TREATMENT PL	511125 RESIDENCY PAY	\$ 39,156	39,939	40,738	41,553	42,384	43,231	44,096	44,978	45,877	46,795	47,731
104	611817 WASTEWATER TREATMENT PL	511510 GROUP HEALTH INSURANCE - EMPLOYERS	\$ 204,540	208,631	212,803	217,059	221,401	225,829	230,345	234,952	239,651	244,444	249,333
105	611817 WASTEWATER TREATMENT PL	511515 WORKERS COMPENSATION	\$ 12,677	12,931	13,189	13,453	13,722	13,996	14,276	14,562	14,853	15,150	15,453
106	611817 WASTEWATER TREATMENT PL	511520 GROUP LIFE INSURANCE	\$ 4,377	4,465	4,554	4,645	4,738	4,833	4,929	5,028	5,128	5,231	5,336
107	611817 WASTEWATER TREATMENT PL	511530 SOCIAL SECURITY - EMPLOYERS	\$ 80,471	85,460	90,759	96,384	102,362	108,708	115,448	122,606	130,207	138,280	146,854
108	611817 WASTEWATER TREATMENT PL	511535 MEDICARE - EMPLOYERS	\$ 18,820	19,093	19,370	19,651	19,936	20,225	20,518	20,815	21,117	21,423	21,734
109	611817 WASTEWATER TREATMENT PL	511542 CITY EMPLOYEE RETIREMENT	\$ 122,915	125,373	127,881	130,438	133,047	135,708	138,422	141,191	144,015	146,895	149,833
110	611817 WASTEWATER TREATMENT PL	511650 SALARY REIMBURSEMENTS	\$ (4,084)	(4,166)	(4,249)	(4,334)	(4,421)	(4,509)	(4,599)	(4,691)	(4,785)	(4,881)	(4,978)
111	611817 WASTEWATER TREATMENT PL	511650 SALARY REIMBURSEMENTS-GRANTS	\$ (3,243)	(3,308)	(3,374)	(3,441)	(3,510)	(3,581)	(3,652)	(3,725)	(3,800)	(3,876)	(3,953)
112	TOTAL - Personal Services		\$ 7,251,709	\$ 7,408,665	\$ 7,569,561	\$ 7,734,526	\$ 7,903,694	\$ 8,077,205	\$ 8,255,206	\$ 8,437,850	\$ 8,625,298	\$ 8,817,718	\$ 9,015,284
113	611800 MANAGEMENT SERVICES	521065 OFFICE SUPPLIES	\$ 9,632	9,844	10,060	10,282	10,508	10,739	10,975	11,217	11,464	11,716	11,974
114	611800 MANAGEMENT SERVICES	522013 CLOTHING	\$ 1,494	1,527	1,560	1,595	1,630	1,666	1,702	1,740	1,778	1,817	1,857
115	611800 MANAGEMENT SERVICES	522056 MINOR EQUIPMENT	\$ -	-	-	-	-	-	-	-	-	-	-
116	611800 MANAGEMENT SERVICES	525031 ELECTRICITY	\$ 2,956	3,021	3,087	3,155	3,225	3,296	3,368	3,442	3,518	3,596	3,675
117	611800 MANAGEMENT SERVICES	531005 OTHER SERVICES	\$ 500	511	522	534	545	557	570	582	595	608	622
118	611800 MANAGEMENT SERVICES	531025 MEMBERSHIPS	\$ 350	358	366	374	382	390	399	408	417	426	435
119	611800 MANAGEMENT SERVICES	531028 SOFTWARE LICENSES	\$ 4,500	4,599	4,700	4,804	4,909	5,017	5,128	5,240	5,354	5,474	5,594
120	611800 MANAGEMENT SERVICES	531240 MAINTENANCE CONTRACTS	\$ 7,488	7,857	8,030	8,207	8,387	8,572	8,760	8,953	9,150	9,351	9,557
121	611800 MANAGEMENT SERVICES	531350 GARAGE CHARGES	\$ 10,813	11,051	11,294	11,542	11,796	12,056	12,321	12,592	12,869	13,152	13,442
122	611800 MANAGEMENT SERVICES	531360 COMPUTER CHARGES	\$ 31,747	32,445	33,159	33,889	34,634	35,396	36,175	36,971	37,784	38,615	39,465
123	611800 MANAGEMENT SERVICES	532062 POSTAGE	\$ 4,321	4,416	4,513	4,613	4,714	4,818	4,924	5,032	5,143	5,256	5,371
124	611800 MANAGEMENT SERVICES	532065 PRINTING, DUPLICATION	\$ 8,881	9,076	9,276	9,480	9,689	9,902	10,120	10,342	10,570	10,802	11,040
125	611800 MANAGEMENT SERVICES	532066 PRINT SHOP CHARGES	\$ 2,161	2,209	2,257	2,307	2,358	2,409	2,462	2,517	2,572	2,629	2,686
126	611800 MANAGEMENT SERVICES	532083 TELEPHONE SERVICE	\$ 8,528	8,511	8,498	8,480	8,465	8,450	8,435	8,420	8,405	8,390	8,375
127	611800 MANAGEMENT SERVICES	532084 CELLULAR SERVICE	\$ 1,430	1,461	1,494	1,526	1,560	1,594	1,628	1,663	1,698	1,733	1,768
128	611800 MANAGEMENT SERVICES	532086 OTHER COMMUNICATIONS	\$ 4,915	5,023	5,134	5,247	5,362	5,480	5,601	5,724	5,850	5,978	6,110
129	611800 MANAGEMENT SERVICES	532087 AIR CARDS	\$ 660	675	689	705	720	736	752	769	786	803	820
130	611800 MANAGEMENT SERVICES	533085 TRAVEL/TRAINING	\$ 2,837	2,899	2,963	3,028	3,095	3,163	3,233	3,304	3,376	3,451	3,527
131	611800 MANAGEMENT SERVICES	564010 PC'S & RELATED EQUIPMENT	\$ -	-	-	-	-	-	-	-	-	-	-
132	611800 MANAGEMENT SERVICES	522038 SAFETY SUPPLIES	\$ 64	65	67	68	70	71	73	75	76	78	80
133	611800 MANAGEMENT SERVICES	522045 ELECTRICAL HARDWARE	\$ -	-	-	-	-	-	-	-	-	-	-
134	611800 MANAGEMENT SERVICES	531003 ENGINEERING SERVICES	\$ -	-	-	-	-	-	-	-	-	-	-
135	611800 MANAGEMENT SERVICES	531320 EQUIPMENT RENTAL	\$ -	-	-	-	-	-	-	-	-	-	-
136	611800 MANAGEMENT SERVICES	544099 MISCELLANEOUS EXPENSE	\$ -	-	-	-	-	-	-	-	-	-	-
137	611800 MANAGEMENT SERVICES	565506 ENGINEERING SERVICES	\$ -	-	-	-	-	-	-	-	-	-	-
138	611800 MANAGEMENT SERVICES	522055 MINOR TOOLS	\$ 277	283	289	296	302	309	316	323	330	337	344
139	611800 MANAGEMENT SERVICES	522065 PAINT AND LUMBER	\$ -	-	-	-	-	-	-	-	-	-	-
140	611800 MANAGEMENT SERVICES	521067 BUILDING REPAIRS	\$ -	-	-	-	-	-	-	-	-	-	-
141	611800 MANAGEMENT SERVICES	521067 MINOR OFFICE EQUIPMENT	\$ -	-	-	-	-	-	-	-	-	-	-
142	611800 MANAGEMENT SERVICES	531100 ADVERTISING	\$ -	-	-	-	-	-	-	-	-	-	-
143	611801 UTILITY BILLING	521065 OFFICE SUPPLIES	\$ 4,943	5,052	5,163	5,276	5,393	5,511	5,632	5,756	5,883	6,012	6,145
144	611801 UTILITY BILLING	521067 MINOR OFFICE EQUIPMENT	\$ 500	511	522	534	545	557	570	582	595	608	622
145	611801 UTILITY BILLING	521073 PRINTED MATERIALS	\$ 9,500	9,709	9,923	10,141	10,364	10,592	10,825	11,063	11,307	11,555	11,810
146	611801 UTILITY BILLING	522011 CHEMICALS	\$ -	-	-	-	-	-	-	-	-	-	-
147	611801 UTILITY BILLING	522056 MINOR EQUIPMENT	\$ 151,125	154,450	157,848	161,320	164,869	168,496	172,203	175,992	179,864	183,821	187,865
148	611801 UTILITY BILLING	531004 CONSULTANT SERVICES	\$ -	-	-	-	-	-	-	-	-	-	-
149	611801 UTILITY BILLING	531007 SECURITY SERVICE	\$ 3,764	3,847	3,931	4,018	4,106	4,197	4,289	4,383	4,480	4,578	4,679
150	611801 UTILITY BILLING	531015 TEMPORARY EMPLOYEE SERVICES	\$ 5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
151	611801 UTILITY BILLING	531230 EQUIPMENT REPAIRS	\$ 200	204	209	213	218	223	228	233	238	243	249
152	611801 UTILITY BILLING	531240 MAINTENANCE CONTRACTS	\$ 15,749	16,095	16,450	16,811	17,181	17,559	17,946	18,340	18,744	19,156	19,578
153	611801 UTILITY BILLING	531320 EQUIPMENT RENTAL	\$ 4,685	4,788	4,893	5,001	5,111	5,224	5,338	5,456	5,576	5,699	5,824
154	611801 UTILITY BILLING	531360 COMPUTER CHARGES	\$ 94,398	96,475	98,597	100,764	102,983	105,249	107,564	109,931	112,349	114,821	117,347
155	611801 UTILITY BILLING	522037 JANITORIAL SUPPLIES	\$ 249	254	260	266	272	278	284	290	296	303	310
156	611801 UTILITY BILLING	522038 SAFETY SUPPLIES	\$ -	-	-	-	-	-	-	-	-	-	-
157	611801 UTILITY BILLING	522065 PAINT AND LUMBER	\$ -	-	-	-	-	-	-	-	-	-	-
158	611801 UTILITY BILLING	522075 PIPE AND PLUMBING SUPPLIES	\$ 49,626	50,718	51,834	52,974	54,139	55,330	56,548	57,792	59,063	60,363	61,690
159	611801 UTILITY BILLING	522085 EQUIPMENT PARTS	\$ 50	51	52	53	55	56	57	58	60	61	62
160	611801 UTILITY BILLING	531124 TOWING PAYMENTS	\$ -	-	-	-	-	-	-	-	-	-	-
161	611801 UTILITY BILLING	531125 OTHER CONTRACTS	\$ 543	555	567	580	592	605	619	632	646	660	675
162	611801 UTILITY BILLING	531350 GARAGE CHARGES	\$ 15,855	16,204	16,560	16,925	17,297	17,677	18,066	18,464	18,870	19,285	19,709
163	611801 UTILITY BILLING	532084 CELLULAR SERVICE	\$ 494	505	516	527	539	551	563	575	588	601	614
164	611801 UTILITY BILLING	532086 OTHER COMMUNICATIONS	\$ 132	135	138	141	144	147	150	154	157	161	164
165	611801 UTILITY BILLING	532062 POSTAGE	\$ 43,351	44,305	45,279	46,276	47,294	48,334	49,397	50,484	51,595	52,730	53,890
166	611801 UTILITY BILLING	532065 PRINTING, DUPLICATION	\$ 150	153	157	160	164	167	171	175	179	182	186
167	611801 UTILITY BILLING	532066 PRINT SHOP CHARGES	\$ 11,893	12,155	12,422	12,695	12,975	13,260	13,552	13,850	14,155	14,466	14,784
168	611801 UTILITY BILLING	532083 TELEPHONE SERVICE	\$ 6,390	6,375	6,360	6,345	6,330	6,315	6,300	6,285	6,270	6,255	6,240
169	611801 UTILITY BILLING	533085 TRAVEL/TRAINING	\$ 300	307	313	320	327	334	342	349	357	365	373
170	611801 UTILITY BILLING	544105 BANK SERVICE CHARGES	\$ 81,954	83,757	85,600	87,483	89,407	91,374	93,385	95,439	97,539	99,685	101,878
171	611801 UTILITY BILLING	564009 DATA PROCESSING - SOFTWARE	\$ -	-	-	-	-	-	-	-	-	-	-
172	611801 UTILITY BILLING	522013 CLOTHING	\$ 353	361	369	377	385	394	402	411	420	429	439
173	611803 SUPPLY	521065 OFFICE SUPPLIES	\$ 2,890	2,954	3,019	3,085	3,153	3,222	3,293	3,366	3,440	3,515	3,593
174	611803 SUPPLY	522011 CHEMICALS	\$ 37,753	40,660	43,791	47,163	50,794	54,705	58,918	63,454	68,340	73,603	79,270
175	611803 SUPPLY	522025 FUEL AND LUBRICANTS	\$ 6,337	6,476	6,619	6,765	6,913	7,065	7,221	7,380	7,542	7,708	7,878
176	611803 SUPPLY	522037 JANITORIAL SUPPLIES	\$ 5,292	5,408	5,527	5,649	5,773	5,900	6,030	6,163	6,298	6,437	6,579
177	611803 SUPPLY	522038 SAFETY SUPPLIES	\$ 1,593	1,628	1,664	1,700	1,738	1,776	1,815	1,855	1,896	1,938	1,980
178	611803 SUPPLY	522055 MINOR TOOLS	\$ 2,860	2,923	2,987	3,053	3,120	3,189	3,259	3,331	3,404	3,479	3,555
180	611803 SUPPLY	522056 MINOR											

Projection of Cash Outflows
Schedule 6

Execution Rates		FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
1	Personal Services	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
2	Variable O&M Expenses	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
3	Fixed O&M Expenses	105%	105%	105%	105%	105%	105%	105%	105%	105%	105%	105%
206	611803 SUPPLY											
207	611803 SUPPLY											
208	611803 SUPPLY											
209	611803 SUPPLY											
210	611803 SUPPLY											
211	611803 SUPPLY											
212	611803 SUPPLY											
213	611803 SUPPLY											
214	611804 DISTRIBUTION											
215	611804 DISTRIBUTION											
216	611804 DISTRIBUTION											
217	611804 DISTRIBUTION											
218	611804 DISTRIBUTION											
219	611804 DISTRIBUTION											
220	611804 DISTRIBUTION											
221	611804 DISTRIBUTION											
222	611804 DISTRIBUTION											
223	611804 DISTRIBUTION											
224	611804 DISTRIBUTION											
225	611804 DISTRIBUTION											
226	611804 DISTRIBUTION											
227	611804 DISTRIBUTION											
228	611804 DISTRIBUTION											
229	611804 DISTRIBUTION											
230	611804 DISTRIBUTION											
231	611804 DISTRIBUTION											
232	611804 DISTRIBUTION											
233	611804 DISTRIBUTION											
234	611804 DISTRIBUTION											
235	611804 DISTRIBUTION											
236	611804 DISTRIBUTION											
237	611804 DISTRIBUTION											
238	611804 DISTRIBUTION											
239	611804 DISTRIBUTION											
240	611804 DISTRIBUTION											
241	611804 DISTRIBUTION											
242	611804 DISTRIBUTION											
243	611804 DISTRIBUTION											
244	611804 DISTRIBUTION											
245	611804 DISTRIBUTION											
246	611804 DISTRIBUTION											
247	611804 DISTRIBUTION											
248	611804 DISTRIBUTION											
249	611804 DISTRIBUTION											
250	611804 DISTRIBUTION											
251	611804 DISTRIBUTION											
252	611804 DISTRIBUTION											
253	611804 DISTRIBUTION											
254	611804 DISTRIBUTION											
255	611804 DISTRIBUTION											
256	611804 DISTRIBUTION											
257	611804 DISTRIBUTION											
258	611804 DISTRIBUTION											
259	611804 DISTRIBUTION											
260	611804 DISTRIBUTION											
261	611804 DISTRIBUTION											
262	611804 DISTRIBUTION											
263	611804 DISTRIBUTION											
264	611806 OTHER EXPENSES											
265	611806 OTHER EXPENSES											
266	611806 OTHER EXPENSES											
267	611806 OTHER EXPENSES											
268	611806 OTHER EXPENSES											
269	611806 OTHER EXPENSES											
270	611806 OTHER EXPENSES											
271	611806 OTHER EXPENSES											
272	611806 OTHER EXPENSES											
273	611806 OTHER EXPENSES											
274	611806 OTHER EXPENSES											
275	611806 OTHER EXPENSES											
276	611806 OTHER EXPENSES											
277	611806 OTHER EXPENSES											
278	611806 OTHER EXPENSES											
279	611806 OTHER EXPENSES											
280	611806 OTHER EXPENSES											
281	611806 OTHER EXPENSES											
282	611806 OTHER EXPENSES											
283	611806 OTHER EXPENSES											
284	611806 OTHER EXPENSES											
285	611800 MANAGEMENT SERVICES											
286	611800 MANAGEMENT SERVICES											
287	611800 MANAGEMENT SERVICES											
288	611800 MANAGEMENT SERVICES											
289	611800 MANAGEMENT SERVICES											
290	611800 MANAGEMENT SERVICES											
291	611800 MANAGEMENT SERVICES											
292	611800 MANAGEMENT SERVICES											
293	611800 MANAGEMENT SERVICES											
294	611800 MANAGEMENT SERVICES											
295	611800 MANAGEMENT SERVICES											
296	611800 MANAGEMENT SERVICES											
297	611800 MANAGEMENT SERVICES											
298	611800 MANAGEMENT SERVICES											
299	611800 MANAGEMENT SERVICES											
300	611800 MANAGEMENT SERVICES											
301	611800 MANAGEMENT SERVICES											
302	611800 MANAGEMENT SERVICES											
303	611800 MANAGEMENT SERVICES											
304	611800 MANAGEMENT SERVICES											

Projection of Cash Outflows
Schedule 6

Execution Rates		FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
1	Personal Services	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
2	Variable O&M Expenses	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
3	Fixed O&M Expenses	105%	105%	105%	105%	105%	105%	105%	105%	105%	105%	105%
305	611801 UTILITY BILLING	521065 OFFICE SUPPLIES	\$ 4,943	5,052	5,163	5,274	5,393	5,511	5,632	5,756	5,883	6,012
306	611801 UTILITY BILLING	521067 MINOR OFFICE EQUIPMENT	\$ 500	511	522	534	545	557	570	582	595	608
307	611801 UTILITY BILLING	521073 PRINTED MATERIALS	\$ 9,500	9,709	9,923	10,141	10,364	10,592	10,825	11,063	11,307	11,555
308	611801 UTILITY BILLING	522037 CLOTHING	\$ 249	254	260	266	272	278	284	290	296	303
309	611801 UTILITY BILLING	522037 JANITORIAL SUPPLIES	\$ 249	254	260	266	272	278	284	290	296	303
310	611801 UTILITY BILLING	522055 MINOR TOOLS	\$ 415	424	433	443	453	463	473	483	494	505
311	611801 UTILITY BILLING	522056 MINOR EQUIPMENT	\$ 151,125	154,450	157,848	161,320	164,869	168,496	172,203	175,992	179,864	183,821
312	611801 UTILITY BILLING	522075 PIPE AND PLUMBING SUPPLIES	\$ 49,626	50,718	51,834	52,974	54,139	55,330	56,548	57,792	59,063	60,363
313	611801 UTILITY BILLING	522085 EQUIPMENT PARTS	\$ 50	51	52	53	55	56	57	58	60	61
314	611801 UTILITY BILLING	531004 CONSULTANT SERVICES	\$ -	-	-	-	-	-	-	-	-	-
315	611801 UTILITY BILLING	531007 SECURITY SERVICE	\$ 3,764	3,847	3,931	4,018	4,106	4,197	4,289	4,383	4,480	4,578
316	611801 UTILITY BILLING	531015 TEMPORARY EMPLOYEE SERVICES	\$ 5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
317	611801 UTILITY BILLING	531125 OTHER CONTRACTS	\$ 543	555	567	580	592	605	619	632	646	660
318	611801 UTILITY BILLING	531230 EQUIPMENT REPAIRS	\$ 200	204	209	213	218	223	228	233	238	243
319	611801 UTILITY BILLING	531240 MAINTENANCE CONTRACTS	\$ 15,749	16,095	16,450	16,811	17,181	17,559	17,946	18,340	18,744	19,156
320	611801 UTILITY BILLING	531320 EQUIPMENT RENTAL	\$ 4,685	4,788	4,893	5,001	5,111	5,224	5,338	5,456	5,576	5,699
321	611801 UTILITY BILLING	531350 GARAGE CHARGES	\$ 15,855	16,204	16,560	16,925	17,297	17,677	18,066	18,464	18,870	19,285
322	611801 UTILITY BILLING	531360 COMPUTER CHARGES	\$ 94,398	96,475	98,597	100,766	102,983	105,249	107,564	109,931	112,349	114,821
323	611801 UTILITY BILLING	532062 POSTAGE	\$ 43,351	44,305	45,279	46,276	47,294	48,334	49,397	50,484	51,595	52,730
324	611801 UTILITY BILLING	532065 PRINTING, DUPLICATION	\$ 150	153	157	160	164	167	171	175	179	182
325	611801 UTILITY BILLING	532066 PRINT SHOP CHARGES	\$ 11,893	12,155	12,422	12,695	12,975	13,260	13,552	13,850	14,155	14,466
326	611801 UTILITY BILLING	532083 TELEPHONE SERVICE	\$ 6,590	6,735	6,883	7,033	7,189	7,348	7,509	7,674	7,843	8,016
327	611801 UTILITY BILLING	532084 CELLULAR SERVICE	\$ 494	505	516	527	539	551	563	575	588	601
328	611801 UTILITY BILLING	533085 TRAVEL/TRAINING	\$ 300	307	313	320	327	334	342	349	357	365
329	611801 UTILITY BILLING	532086 OTHER COMMUNICATIONS	\$ 132	135	138	141	144	147	150	154	157	161
330	611801 UTILITY BILLING	544105 BANK SERVICE CHARGES	\$ 81,954	83,757	85,600	87,483	89,407	91,374	93,385	95,439	97,539	99,685
331	611801 UTILITY BILLING	564009 DATA PROCESSING - SOFTWARE	\$ -	-	-	-	-	-	-	-	-	-
332	611813 INDUSTRIAL PRETREATMENT	521065 OFFICE SUPPLIES	\$ 2,844	2,907	2,971	3,036	3,103	3,171	3,241	3,312	3,385	3,459
333	611813 INDUSTRIAL PRETREATMENT	522011 CHEMICALS	\$ 2,480	2,671	2,877	3,098	3,337	3,598	3,870	4,168	4,489	4,835
334	611813 INDUSTRIAL PRETREATMENT	522037 CLOTHING	\$ 2,480	2,671	2,877	3,098	3,337	3,598	3,870	4,168	4,489	4,835
335	611813 INDUSTRIAL PRETREATMENT	522037 JANITORIAL SUPPLIES	\$ 2,151	2,198	2,247	2,296	2,347	2,398	2,451	2,505	2,560	2,616
336	611813 INDUSTRIAL PRETREATMENT	522038 SAFETY SUPPLIES	\$ 274	280	286	292	299	305	312	319	326	333
337	611813 INDUSTRIAL PRETREATMENT	522055 MINOR TOOLS	\$ 1,405	1,436	1,468	1,500	1,533	1,567	1,601	1,636	1,672	1,709
338	611813 INDUSTRIAL PRETREATMENT	531006 ATTORNEY'S FEES	\$ 15,000	15,330	15,667	16,012	16,364	16,724	17,092	17,468	17,852	18,245
339	611813 INDUSTRIAL PRETREATMENT	531025 MEMBERSHIPS	\$ -	-	-	-	-	-	-	-	-	-
340	611813 INDUSTRIAL PRETREATMENT	531027 CERTIFICATION & PERMIT FEES	\$ 225	230	235	240	245	251	256	262	268	274
341	611813 INDUSTRIAL PRETREATMENT	532066 SOFTWARE LICENSES	\$ 1,500	1,533	1,567	1,601	1,636	1,672	1,709	1,747	1,785	1,825
342	611813 INDUSTRIAL PRETREATMENT	531230 EQUIPMENT REPAIRS	\$ -	-	-	-	-	-	-	-	-	-
343	611813 INDUSTRIAL PRETREATMENT	531240 MAINTENANCE CONTRACTS	\$ -	-	-	-	-	-	-	-	-	-
344	611813 INDUSTRIAL PRETREATMENT	531350 GARAGE CHARGES	\$ 9,849	10,066	10,287	10,513	10,745	10,981	11,223	11,470	11,722	11,980
345	611813 INDUSTRIAL PRETREATMENT	531360 COMPUTER CHARGES	\$ 15,898	16,248	16,605	16,971	17,344	17,725	18,115	18,514	18,921	19,338
346	611813 INDUSTRIAL PRETREATMENT	532062 POSTAGE	\$ -	-	-	-	-	-	-	-	-	-
347	611813 INDUSTRIAL PRETREATMENT	532065 PRINTING, DUPLICATION	\$ 2,000	2,044	2,089	2,135	2,182	2,230	2,279	2,329	2,380	2,433
348	611813 INDUSTRIAL PRETREATMENT	532066 PRINT SHOP CHARGES	\$ -	-	-	-	-	-	-	-	-	-
349	611813 INDUSTRIAL PRETREATMENT	532083 TELEPHONE SERVICE	\$ 644	679	694	709	724	740	757	773	790	808
350	611813 INDUSTRIAL PRETREATMENT	532084 CELLULAR SERVICE	\$ 578	591	604	617	631	644	659	673	688	703
351	611813 INDUSTRIAL PRETREATMENT	532086 OTHER COMMUNICATIONS	\$ -	-	-	-	-	-	-	-	-	-
352	611813 INDUSTRIAL PRETREATMENT	533085 TRAVEL/TRAINING	\$ 1,200	1,226	1,253	1,281	1,309	1,338	1,367	1,397	1,428	1,460
353	611813 INDUSTRIAL PRETREATMENT	533100 ADVERTISING	\$ -	-	-	-	-	-	-	-	-	-
354	611815 COLLECTION	521065 OFFICE SUPPLIES	\$ 3,663	3,744	3,826	3,910	3,996	4,084	4,174	4,266	4,360	4,455
355	611815 COLLECTION	521073 PRINTED MATERIALS	\$ -	-	-	-	-	-	-	-	-	-
356	611815 COLLECTION	522011 CHEMICALS	\$ 768	768	768	768	768	768	768	768	768	768
357	611815 COLLECTION	522013 CLOTHING	\$ 13,455	13,751	14,054	14,363	14,679	15,002	15,332	15,669	16,014	16,366
358	611815 COLLECTION	522015 CONCRETE AND AGGREGATE	\$ 34,846	35,613	36,396	37,197	38,015	38,851	39,706	40,580	41,472	42,385
359	611815 COLLECTION	522037 JANITORIAL SUPPLIES	\$ 1,976	2,019	2,064	2,109	2,156	2,203	2,252	2,301	2,352	2,404
360	611815 COLLECTION	522038 SAFETY SUPPLIES	\$ 3,338	3,411	3,486	3,563	3,642	3,722	3,804	3,887	3,973	4,060
361	611815 COLLECTION	522055 MINOR TOOLS	\$ 17,102	17,478	17,863	18,256	18,657	19,068	19,487	19,916	20,354	20,802
362	611815 COLLECTION	522056 MINOR EQUIPMENT	\$ 86,848	88,739	90,711	92,707	94,747	96,831	98,961	101,138	103,363	105,637
363	611815 COLLECTION	522059 MOTOR VEHICLE PARTS	\$ -	-	-	-	-	-	-	-	-	-
364	611815 COLLECTION	522065 PAINT AND LUMBER	\$ 1,441	1,473	1,505	1,538	1,572	1,607	1,642	1,678	1,715	1,753
365	611815 COLLECTION	522075 PIPE AND PLUMBING SUPPLIES	\$ 102,653	104,911	107,219	109,578	111,989	114,453	116,971	119,544	122,174	124,862
366	611815 COLLECTION	522085 EQUIPMENT PARTS	\$ 7,530	7,696	7,865	8,038	8,215	8,396	8,580	8,769	8,962	9,159
367	611815 COLLECTION	522099 OTHER SUPPLIES	\$ 52	52	52	52	52	52	52	52	52	52
368	611815 COLLECTION	532032 NATURAL GAS	\$ -	-	-	-	-	-	-	-	-	-
369	611815 COLLECTION	533005 OTHER SERVICES	\$ -	-	-	-	-	-	-	-	-	-
370	611815 COLLECTION	531008 LABORATORY TESTING	\$ 6	6	6	6	7	7	7	7	7	7
371	611815 COLLECTION	531025 MEMBERSHIPS	\$ 3,373	3,447	3,523	3,601	3,680	3,761	3,843	3,928	4,014	4,103
372	611815 COLLECTION	531027 CERTIFICATION & PERMIT FEES	\$ -	-	-	-	-	-	-	-	-	-
373	611815 COLLECTION	531028 SOFTWARE LICENSES	\$ 16,400	16,761	17,130	17,506	17,892	18,285	18,687	19,099	19,519	19,948
374	611815 COLLECTION	531124 TOWING PAYMENTS	\$ -	-	-	-	-	-	-	-	-	-
375	611815 COLLECTION	531125 OTHER CONTRACTS	\$ -	-	-	-	-	-	-	-	-	-
376	611815 COLLECTION	531220 BUILDING REPAIRS	\$ -	-	-	-	-	-	-	-	-	-
377	611815 COLLECTION	531230 EQUIPMENT REPAIRS	\$ 15,951	16,302	16,661	17,027	17,402	17,785	18,176	18,576	18,984	19,402
378	611815 COLLECTION	531240 MAINTENANCE CONTRACTS	\$ 16,850	17,221	17,600	17,987	18,382	18,787	19,200	19,623	20,054	20,495
379	611815 COLLECTION	531310 RENTAL OF LAND & BUILDINGS	\$ 33,705	34,447	35,204	35,979	36,770	37,579	38,406	39,251	40,115	40,997
380	611815 COLLECTION	531320 EQUIPMENT RENTAL	\$ 2,524	2,580	2,636	2,694	2,754	2,814	2,876	2,939	3,004	3,070
381	611815 COLLECTION	531350 GARAGE CHARGES	\$ 236,354	241,554	246,868	252,299	257,850	263,522	269,320	275,245	281,300	287,489
382	611815 COLLECTION	531360 COMPUTER CHARGES	\$ 29,620	30,272	30,938	31,618	32,314	33,025	33,751	34,494	35,253	36,028
383	611815 COLLECTION	532062 POSTAGE	\$ -	-	-	-	-	-	-	-	-	-
384	611815 COLLECTION	532065 PRINTING, DUPLICATION	\$ 958	979	1,001	1,023	1,045	1,068	1,092	1,116	1,140	1,165
385	611815 COLLECTION	532066 PRINT SHOP CHARGES	\$ 223	228	233	238	243	249	254	260	265	271
386	611815 COLLECTION	532083 TELEPHONE SERVICE	\$ 5,211	5,326	5,443	5,563	5,685	5,810	5,938	6,068	6,202	6,338
387	611815 COLLECTION	532084 CELLULAR SERVICE	\$ 12,670	12,949	13,234	13,525	13,822	14,126	14,437	14,755	15,079	15,411
388	611815 COLLECTION	532085 PAGER SERVICE	\$ 109	111	114	116	119	122	124	127	130	133
389	611815 COLLECTION	532086 OTHER COMMUNICATIONS	\$ 899	919	939	960	981	1,002	1,024	1,047	1,070	1,093
390	611815 COLLECTION	532087 AIRCRAFT SERVICE	\$ 1,672	1,709	1,746	1,785	1,824	1,864	1,905	1,947	1,990	2,034
391	611815 COLLECTION	533085 TRAVEL/TRAINING	\$ 3,234	3,305	3,378	3,452	3,528	3,606	3,685	3,766	3,849	3,934
392	611815 COLLECTION	531131 DEMOLITION COSTS	\$ -	-	-	-	-	-	-	-	-	-
393	611815 COLLECTION	544087 EXPENSE REIMBURSEMENT	\$ (13,116)	(13,405)	(13,699)	(14,001)	(14,309)	(14,624)	(14,			

Projection of Cash Outflows
Schedule 6

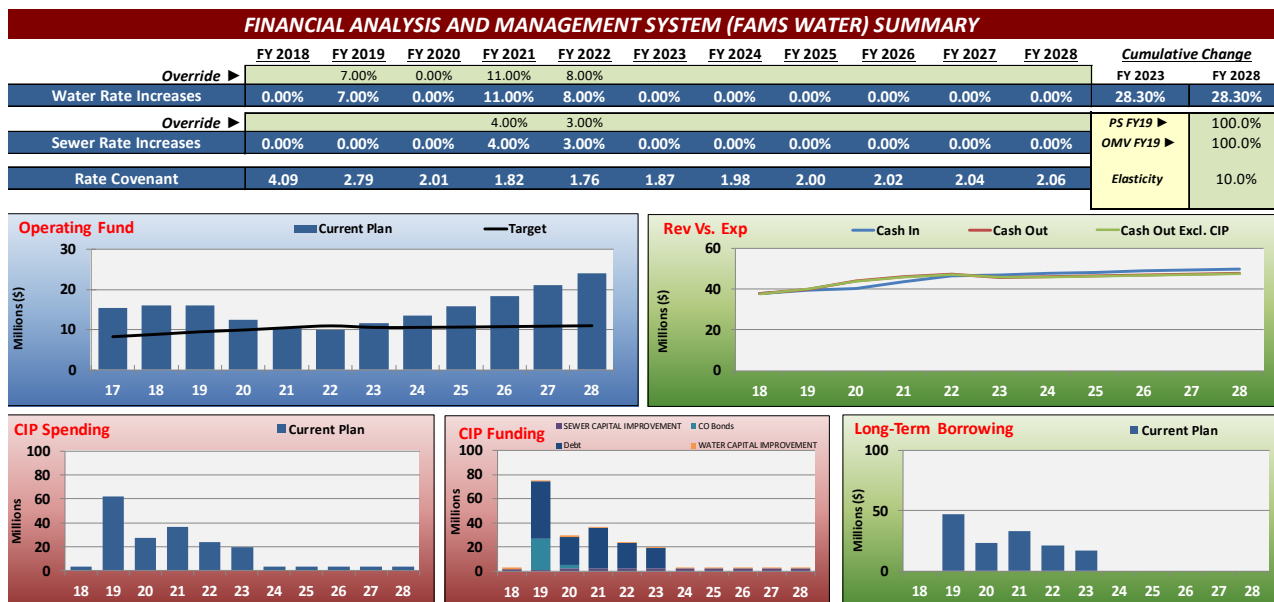
Execution Rates		FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
1	Personal Services	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
2	Variable O&M Expenses	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
3	Fixed O&M Expenses	105%	105%	105%	105%	105%	105%	105%	105%	105%	105%	105%
408	611817 WASTEWATER TREATMENT PL	525032 NATURAL GAS	\$ 1,840	1,840	1,840	1,840	1,840	1,840	1,840	1,840	1,840	1,840
409	611817 WASTEWATER TREATMENT PL	531004 CONSULTANT SERVICES	\$ 18,490	18,897	19,313	19,737	20,172	20,615	21,069	21,532	22,004	22,985
410	611817 WASTEWATER TREATMENT PL	531004 OTHER SERVICES	\$ 7,500	7,665	7,834	8,006	8,182	8,362	8,546	8,734	8,926	9,323
411	611817 WASTEWATER TREATMENT PL	531006 ATTORNEY'S FEES	\$ 7,500	7,665	7,834	8,006	8,182	8,362	8,546	8,734	8,926	9,323
412	611817 WASTEWATER TREATMENT PL	531008 LABORATORY TESTING	\$ 80,867	82,646	84,464	86,323	88,222	90,162	92,146	94,173	96,245	100,526
413	611817 WASTEWATER TREATMENT PL	531025 MEMBERSHIPS	\$ 111	113	116	118	121	124	126	129	132	138
414	611817 WASTEWATER TREATMENT PL	531027 CERTIFICATION & PERMIT FEES	\$ 110,801	113,239	115,730	118,276	120,878	123,537	126,255	129,033	131,871	137,738
415	611817 WASTEWATER TREATMENT PL	531028 SOFTWARE LICENSES	\$ 974	995	1,017	1,040	1,063	1,086	1,110	1,134	1,159	1,185
416	611817 WASTEWATER TREATMENT PL	531110 SLUDGE REMOVAL	\$ 158,774	158,774	158,774	158,774	158,774	158,774	158,774	158,774	158,774	158,774
417	611817 WASTEWATER TREATMENT PL	531120 LOT MAINTENANCE	\$ 36,250	37,048	37,863	38,696	39,547	40,417	41,306	42,215	43,143	45,063
418	611817 WASTEWATER TREATMENT PL	531124 TOWING PAYMENTS	\$ -	-	-	-	-	-	-	-	-	-
419	611817 WASTEWATER TREATMENT PL	531220 BUILDING REPAIRS	\$ -	-	-	-	-	-	-	-	-	-
420	611817 WASTEWATER TREATMENT PL	531125 OTHER CONTRACTS	\$ 12,476	12,476	12,476	12,476	12,476	12,476	12,476	12,476	12,476	12,476
421	611817 WASTEWATER TREATMENT PL	531230 EQUIPMENT REPAIRS	\$ 87,329	89,250	91,214	93,220	95,271	97,367	99,509	101,699	103,936	108,559
422	611817 WASTEWATER TREATMENT PL	531240 MAINTENANCE CONTRACTS	\$ 16,986	17,360	17,742	18,132	18,531	18,939	19,355	19,781	20,216	21,115
423	611817 WASTEWATER TREATMENT PL	531310 RENTAL OF LAND & BUILDINGS	\$ -	-	-	-	-	-	-	-	-	-
424	611817 WASTEWATER TREATMENT PL	531320 EQUIPMENT RENTAL	\$ 24,337	24,872	25,420	25,979	26,550	27,134	27,731	28,342	28,965	30,254
425	611817 WASTEWATER TREATMENT PL	531350 GARAGE CHARGES	\$ 110,243	112,668	115,147	117,680	120,269	122,915	125,619	128,383	131,207	137,044
426	611817 WASTEWATER TREATMENT PL	531360 COMPUTER CHARGES	\$ 24,249	24,782	25,328	25,885	26,454	27,036	27,631	28,239	28,860	30,144
427	611817 WASTEWATER TREATMENT PL	532062 POSTAGE	\$ 35	36	37	37	38	39	40	41	42	44
428	611817 WASTEWATER TREATMENT PL	532065 PRINTING, DUPLICATION	\$ -	-	-	-	-	-	-	-	-	-
429	611817 WASTEWATER TREATMENT PL	532066 PRINT SHOP CHARGES	\$ -	-	-	-	-	-	-	-	-	-
430	611817 WASTEWATER TREATMENT PL	532083 TELEPHONE SERVICE	\$ 66,493	67,956	69,451	70,979	72,540	74,136	75,767	77,434	79,138	82,658
431	611817 WASTEWATER TREATMENT PL	532084 CELLULAR SERVICE	\$ 2,994	3,060	3,127	3,196	3,266	3,338	3,412	3,487	3,563	3,722
432	611817 WASTEWATER TREATMENT PL	532085 PAGER SERVICE	\$ 62	63	65	66	68	69	71	72	74	77
433	611817 WASTEWATER TREATMENT PL	532086 OTHER COMMUNICATIONS	\$ 16,765	17,134	17,511	17,896	18,290	18,692	19,103	19,524	19,953	20,841
434	611817 WASTEWATER TREATMENT PL	533085 TRAVEL/TRAINING	\$ 9,438	9,646	9,858	10,075	10,296	10,523	10,754	10,991	11,233	11,480
435	611817 WASTEWATER TREATMENT PL	533100 ADVERTISING	\$ -	-	-	-	-	-	-	-	-	-
436	611817 WASTEWATER TREATMENT PL	543033 FILING AND RELEASING FEES	\$ -	-	-	-	-	-	-	-	-	-
437	611817 WASTEWATER TREATMENT PL	544087 EXPENSE REIMBURSEMENT	\$ 3,559	3,637	3,717	3,799	3,883	3,968	4,055	4,145	4,236	4,424
438	611817 WASTEWATER TREATMENT PL	544099 MISCELLANEOUS EXPENSE	\$ -	-	-	-	-	-	-	-	-	-
439	611817 WASTEWATER TREATMENT PL	544030 ENTERTAINMENT EXPENSE	\$ -	-	-	-	-	-	-	-	-	-
440	611819 OTHER OPERATING EXPENSE	531004 CONSULTANT SERVICES	\$ 30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
441	611819 OTHER OPERATING EXPENSE	531125 OTHER CONTRACTS	\$ 30,000	30,660	31,335	32,024	32,728	33,448	34,184	34,936	35,705	37,293
442	611819 OTHER OPERATING EXPENSE	531310 RENTAL OF LAND & BUILDINGS	\$ 75,000	76,650	78,336	80,060	81,821	83,621	85,461	87,341	89,262	93,233
443	611819 OTHER OPERATING EXPENSE	544085 BOND ISSUANCE COSTS	\$ -	-	-	-	-	-	-	-	-	-
444	611819 OTHER OPERATING EXPENSE	544105 BANK SERVICE CHARGES	\$ -	-	-	-	-	-	-	-	-	-
445	611819 OTHER OPERATING EXPENSE	547040 ADMINISTRATIVE SERVICE CHARGE	\$ 434,000	443,548	453,306	463,279	473,471	483,887	494,533	505,413	516,532	527,895
446	611819 OTHER OPERATING EXPENSE	547070 INSURANCE EXPENSE	\$ 255,161	260,775	266,512	272,375	278,367	284,491	290,750	297,146	303,684	313,193
447	611819 OTHER OPERATING EXPENSE	547075 CITY HALL MAINTENANCE	\$ 321,046	328,109	335,327	342,705	350,244	357,949	365,824	373,873	382,098	394,504
448	611819 OTHER OPERATING EXPENSE	591024 SALARY COMPENSATION STUDY	\$ -	-	-	-	-	-	-	-	-	-
449	611819 OTHER OPERATING EXPENSE	571040 AGENT FEES	\$ 2,525	2,525	2,525	2,525	2,525	2,525	2,525	2,525	2,525	2,525
450	611819 OTHER OPERATING EXPENSE	571070 OTHER EXPENDITURES	\$ -	-	-	-	-	-	-	-	-	-
451	611819 OTHER OPERATING EXPENSE	571130 INVESTMENT FEES	\$ 2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
452	611801 UTILITY BILLING	522013 CLOTHING	\$ -	-	-	-	-	-	-	-	-	-
453	611817 WASTEWATER TREATMENT PL	531005 OTHER SERVICES	\$ -	-	-	-	-	-	-	-	-	-
454	611806 OTHER EXPENSES	571040 AGENT FEES	\$ -	-	-	-	-	-	-	-	-	-
455	TOTAL - Operations & Maintenance		\$ 19,832,078	\$ 20,753,023	\$ 20,932,181	\$ 21,613,278	\$ 21,831,151	\$ 18,760,043	\$ 18,991,587	\$ 19,229,580	\$ 19,474,247	\$ 19,984,549
456	611806 OTHER EXPENSES	547050 PAYMENT IN LIEU OF TAXES	\$ 200,000	204,400	208,897	213,493	218,189	222,990	227,895	232,909	238,033	248,622
457	611819 OTHER OPERATING EXPENSE	547050 PAYMENT IN LIEU OF TAXES	\$ 200,000	204,400	208,897	213,493	218,189	222,990	227,895	232,909	238,033	248,622
459	TOTAL - Other Below the Line Expenses		\$ 400,000	\$ 408,800	\$ 417,794	\$ 426,985	\$ 436,379	\$ 445,979	\$ 455,791	\$ 465,818	\$ 476,066	\$ 497,243
460	611801 UTILITY BILLING	522055 MINOR TOOLS	\$ 415	424	433	443	453	463	473	483	494	516
461	611804 DISTRIBUTION	564003 VEHICLE CAPITAL OUTLAY	\$ 100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
462	611813 INDUSTRIAL PRETREATMENT	564003 VEHICLE CAPITAL OUTLAY	\$ 43,290	43,290	43,290	43,290	43,290	43,290	43,290	43,290	43,290	43,290
463	611815 COLLECTION	564003 VEHICLE CAPITAL OUTLAY	\$ 753,529	753,529	753,529	753,529	753,529	753,529	753,529	753,529	753,529	753,529
464	611817 WASTEWATER TREATMENT PL	564003 VEHICLE CAPITAL OUTLAY	\$ 43,860	43,860	43,860	43,860	43,860	43,860	43,860	43,860	43,860	43,860
465	611817 WASTEWATER TREATMENT PL	564117 MACHINERY & EQUIPMENT	\$ 56,140	56,140	56,140	56,140	56,140	56,140	56,140	56,140	56,140	56,140
467	TOTAL - Capital Outlay		\$ 997,234	\$ 997,243	\$ 997,252	\$ 997,262	\$ 997,272	\$ 997,282	\$ 997,292	\$ 997,302	\$ 997,313	\$ 997,324
468	TRANSFER TO SEPARATION PAY FUND		\$ 22,440	22,440	22,440	22,440	22,440	22,440	22,440	22,440	22,440	22,440
469	WATERWORKS - TRANSFER OUT		\$ 588,828	758,160	1,460,000	1,184,305	610,000	610,000	924,493	957,760	857,312	828,295
470	TRANSFER TO SEPARATION PAY FUND		\$ 40,800	40,800	40,800	40,800	40,800	40,800	40,800	40,800	40,800	40,800
471	HURICANE HARVEY		\$ 145,021	-	-	-	-	-	-	-	-	-
472	SEWER - TRANSFER OUT		\$ 1,354,979	1,107,840	2,497,453	2,497,415	2,497,376	2,497,337	2,497,297	2,497,256	2,497,215	2,497,173
474	TOTAL - Transfers Out		\$ 2,152,068	\$ 1,929,240	\$ 4,020,693	\$ 3,744,760	\$ 3,170,616	\$ 3,170,577	\$ 3,485,030	\$ 3,518,256	\$ 3,417,766	\$ 3,388,666
475	2012 WWSS Rev & Ref Bonds		\$ 757,450	764,550	766,250	770,850	774,700	782,800	-	-	-	-
476	2008 Comb Tax & Rev CO Bonds		\$ 547,104	-	-	-	-	-	-	-	-	-
477	2014 WWSS Rev & Ref Bonds		\$ 1,886,150	1,885,750	1,883,250	1,888,250	1,885,250	1,884,500	1,885,750	1,883,750	1,888,500	1,889,500
478	2014 GO Refunding Bonds		\$ 317,438	321,753	206,356	213,390	6,750	6,750	141,750	-	-	-
479	2016 GO Refunding Bonds		\$ 1,309,352	1,835,336	1,831,588	1,038,612	1,038,612	1,041,072	1,041,892	1,036,972	1,038,817	1,036,972
480	2017 CO Series Bonds (New)		\$ 1,869,900	1,859,900	1,849,900	2,034,900	2,031,000	2,031,900	2,033,100	2,033,900	2,034,500	2,030,700
481	New Debt Service		\$ 1,473,542	\$ 3,098,941	\$ 5,117,401	\$ 6,804,952	\$ 8,093,345	\$ 8,372,247	\$ 8,372,247	\$ 8,372,247	\$ 8,372,247	\$ 8,372,247
483	TOTAL - Debt Service		\$ 6,687,394	\$ 8,140,831	\$ 9,636,285	\$ 11,063,608	\$ 12,541,264	\$ 13,840,367	\$ 13,474,739	\$ 13,326,069	\$ 13,331,464	\$ 13,335,064
484	Totals by Category											
485	Personal Services		\$ 7,251,709	7,408,665	7,569,561	7,734,526	7,903,694	8,077,205	8,255,206	8,437,850	8,625,298	8,817,718
486	Operating		\$ 19,832,078	20,753,023	20,932,181	21,613,278	21,831,151	18,760,043	18,991,587	19,229,580	19,474,247	19,984,549
487	Other Below the Line Expenses		\$ 400,000	408,800	417,794	426,985	436,379	445,979	455,791	465,818	476,066	497,243
488	Capital Outlay		\$ 997,234	997,243	997,252	997,262	997,272	997,282	997,292	997,302	997,313	997,324
489	Transfers / Other Expenses		\$ 2,152,068	1,929,240	4,020,693	3,744,760	3,170,616	3,170,577	3,485,030	3,518,256	3,417,766	3,388,666
490	Debt Service		\$ 6,687,394	8,140,831	9,636,285	11,063,608	12,541,264	13,840,367	13,474,739	13,326,069	13,331,464	13,335,064
491	TOTAL CASH OUTFLOWS		\$ 37,320,483	\$ 39,437,802	\$ 43,573,766	\$ 45,580,619	\$ 46,880,375	\$ 45,291,452	\$ 45,459,644	\$ 45,974,875		

Projection of Cash Inflows
Schedule 7

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
1 Water Growth											
2 Growth in ERUs	N/A	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
3 Growth in Billed Usage	N/A	0.98%	0.98%	0.98%	0.98%	0.98%	0.98%	0.98%	0.98%	0.98%	0.98%
4 Sewer Growth											
5 Growth in ERUs	N/A	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
6 Growth in Billed Usage	N/A	1.32%	1.32%	1.32%	1.32%	1.32%	1.32%	1.32%	1.32%	1.32%	1.32%
7 Assumed Rate Revenue Increases											
8 Water Rate Increases	N/A	7.00%	0.00%	11.00%	8.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
9 Sewer Rate Increases	N/A	0.00%	0.00%	4.00%	3.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
10 Water Rate Revenue											
11 Total Rate Revenue	\$ 3,239,231	3,533,937	3,603,230	4,078,009	4,490,607	4,578,659	4,668,436	4,759,974	4,853,307	4,948,470	5,045,499
12 Volumetric Revenue	\$18,395,481	19,735,068	19,926,595	22,087,513	23,893,331	24,125,214	24,359,346	24,595,751	24,834,450	25,075,466	25,318,820
13 Sewer Rate Revenue											
14 Base Rate Revenue	\$ 4,247,956	4,331,249	4,416,176	4,682,878	4,917,940	5,014,370	5,112,691	5,212,940	5,315,155	5,419,373	5,525,635
15 Volumetric Revenue	\$10,850,432	10,991,791	11,134,993	11,684,337	12,155,083	12,313,440	12,473,860	12,636,369	12,800,996	12,967,768	13,136,713
16 Total Rate Revenue	\$36,733,099	\$38,592,046	\$39,080,993	\$42,532,737	\$45,456,962	\$46,031,682	\$46,614,333	\$47,205,035	\$47,803,908	\$48,411,077	\$49,026,667
17 Other Operating Revenues											
18 Tap Fees And Service Charges	\$ 349,631	349,631	349,631	349,631	349,631	349,631	349,631	349,631	349,631	349,631	349,631
19 Waste Hauler Fees	\$ -	-	-	-	-	-	-	-	-	-	-
20 Backflow Prevention Tester Fees	\$ 1,242	1,242	1,242	1,242	1,242	1,242	1,242	1,242	1,242	1,242	1,242
21 Inspection Of Testers Equipmt Fees	\$ 19,489	19,489	19,489	19,489	19,489	19,489	19,489	19,489	19,489	19,489	19,489
22 Fire Hydrant Meter Connections	\$ -	-	-	-	-	-	-	-	-	-	-
23 Land Rentals	\$ 35,398	35,398	35,398	35,398	35,398	35,398	35,398	35,398	35,398	35,398	35,398
24 Other Revenues	\$ 55,722	55,722	55,722	55,722	55,722	55,722	55,722	55,722	55,722	55,722	55,722
25 Sale Of Gen.Fixed Assets	\$ -	-	-	-	-	-	-	-	-	-	-
26 Tap Fees And Service Charges	\$ 95,687	95,687	95,687	95,687	95,687	95,687	95,687	95,687	95,687	95,687	95,687
27 Waste Hauler Fees	\$ 110,730	110,730	110,730	110,730	110,730	110,730	110,730	110,730	110,730	110,730	110,730
28 Penalties On Account	\$ 135,992	135,992	135,992	135,992	135,992	135,992	135,992	135,992	135,992	135,992	135,992
29 Total Other Operating Revenue	\$ 803,891	\$ 803,891	\$ 803,891	\$ 803,891	\$ 803,891	\$ 803,891	\$ 803,891	\$ 803,891	\$ 803,891	\$ 803,891	\$ 803,891
30 Non-Operating Income											
31 Penalties On Account	\$ 143,008	143,008	143,008	143,008	143,008	143,008	143,008	143,008	143,008	143,008	143,008
32 Sale Of Equipment	\$ -	-	-	-	-	-	-	-	-	-	-
33 Other Revenues	\$ -	-	-	-	-	-	-	-	-	-	-
34 Other Funding Sources	\$ 22,079	22,079	22,079	22,079	22,079	22,079	22,079	22,079	22,079	22,079	22,079
35 Sale Of Gen.Fixed Assets	\$ -	-	-	-	-	-	-	-	-	-	-
36 Total Non-Operating Revenues	\$ 165,087	\$ 165,087	\$ 165,087	\$ 165,087	\$ 165,087	\$ 165,087	\$ 165,087	\$ 165,087	\$ 165,087	\$ 165,087	\$ 165,087
37 Total Revenue	\$37,702,077	\$39,561,024	\$40,049,971	\$43,501,715	\$46,425,940	\$47,000,660	\$47,583,311	\$48,174,013	\$48,772,886	\$49,380,055	\$49,995,645

Stantec

1/7/2019



Forecast of Net Revenues and Debt Service Coverage
Schedule 9

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
1 Total Rate Revenue											
2 Fixed And Consumption Rate Revenue	\$ 36,733,099	36,733,099	38,592,046	39,080,993	42,532,737	45,456,962	46,031,682	46,614,333	47,205,035	47,803,908	48,411,077
3 Additional Revenue From Growth	-	466,693	488,947	495,696	538,363	574,720	582,651	590,701	598,873	607,169	615,590
4 Weather Normalization	-	-	-	-	-	-	-	-	-	-	-
5 Subtotal: Base Revenue With Growth	\$ 36,733,099	37,199,793	39,080,993	39,576,689	43,071,100	46,031,682	46,614,333	47,205,035	47,803,908	48,411,077	49,026,667
6 Weighted Average Rate Increase	0.0%	4.1%	0.0%	8.2%	6.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
7 Additional Rate Revenue From Rate Increase	\$ -	1,531,373	0	3,248,638	2,615,125	0	-	-	-	-	-
8 Price Elasticity Adjustment	\$ -	(139,119)	0	(292,590)	(229,263)	0	-	-	-	-	-
9 Total Rate Revenue	\$ 36,733,099	38,592,046	39,080,993	42,532,737	45,456,962	46,031,682	46,614,333	47,205,035	47,803,908	48,411,077	49,026,667
10 Plus: Other Operating Revenue	\$ 803,891	803,891	803,891	803,891	803,891	803,891	803,891	803,891	803,891	803,891	803,891
11 Equals: Total Operating Revenue	\$ 37,536,990	\$ 39,395,937	\$ 39,884,884	\$ 43,336,628	\$ 46,260,853	\$ 46,835,573	\$ 47,418,224	\$ 48,008,926	\$ 48,607,799	\$ 49,214,968	\$ 49,830,558
12 Less: Operating Expenses											
13 Personal Services	\$ (7,247,149)	(7,404,013)	(7,564,815)	(7,729,684)	(7,898,754)	(8,072,165)	(8,250,065)	(8,432,605)	(8,619,947)	(8,812,258)	(9,009,714)
14 Variable O&M	\$ (12,807,295)	(13,603,318)	(13,654,795)	(14,205,391)	(14,289,880)	(11,082,440)	(11,174,639)	(11,270,206)	(11,369,297)	(11,472,075)	(11,578,714)
15 O&M	\$ (7,380,612)	(7,511,181)	(7,644,635)	(7,781,036)	(7,920,450)	(8,062,946)	(8,208,591)	(8,357,457)	(8,509,614)	(8,665,138)	(8,824,103)
16 Equals: Net Operating Income	\$ 10,101,934	\$ 10,877,425	\$ 11,020,639	\$ 13,620,517	\$ 16,151,768	\$ 19,618,022	\$ 19,784,930	\$ 19,948,658	\$ 20,108,940	\$ 20,265,496	\$ 20,418,026
17 Plus: Non-Operating Income/(Expense)											
18 Non-Operating Revenue	\$ 165,087	165,087	165,087	165,087	165,087	165,087	165,087	165,087	165,087	165,087	165,087
19 Interest Income	\$ 535,838	450,541	353,723	338,263	346,416	375,544	411,987	443,479	479,333	519,152	562,005
20 Debt Service Reserve Adjustment	\$ -	-	-	-	-	-	-	-	-	-	-
21 Equals: Net Income	\$ 10,802,859	\$ 11,493,053	\$ 11,539,449	\$ 14,123,867	\$ 16,463,271	\$ 20,158,653	\$ 20,362,003	\$ 20,557,223	\$ 20,753,360	\$ 20,949,735	\$ 21,145,118
22 Senior Debt Service Coverage Test											
23 Existing Senior Lien Debt	\$ 2,643,600	2,650,300	2,649,500	2,659,100	2,659,950	2,667,300	1,885,750	1,883,750	1,888,500	1,889,500	1,886,750
24 Cumulative New Senior Lien Debt - As Calculated	\$ -	1,473,542	3,098,941	5,117,401	6,804,952	8,093,345	8,372,247	8,372,247	8,372,247	8,372,247	8,372,247
25 Total Conventional Debt Service	Target \$ 2,643,600	\$ 4,123,842	\$ 5,748,441	\$ 7,776,501	\$ 9,464,902	\$ 10,760,645	\$ 10,257,997	\$ 10,255,997	\$ 10,260,747	\$ 10,261,747	\$ 10,258,997
26 Calculated Debt Service Coverage (Test I)	1.50	4.09	2.79	2.01	1.82	1.76	1.87	1.98	2.00	2.02	2.04
27 Cash Flow Test											
28 Net Income Available For Debt Service	\$ 10,802,859	11,493,053	11,539,449	14,123,867	16,663,271	20,158,653	20,362,003	20,557,223	20,753,360	20,949,735	21,145,118
29 Less: Non-Operating Expenditures											
30 Net Interfund Transfers (In - Out)	\$ (2,152,068)	(1,929,240)	(4,020,693)	(3,744,960)	(3,170,616)	(3,170,577)	(3,485,030)	(3,518,256)	(3,417,766)	(3,352,326)	(3,388,666)
31 Senior & Subordinate Debt Service	\$ (6,687,394)	(8,140,831)	(9,636,285)	(11,063,608)	(12,541,264)	(13,840,367)	(13,474,739)	(13,326,069)	(13,331,464)	(13,335,064)	(13,326,669)
32 Payment In Lieu Of Taxes	\$ (400,000)	(408,800)	(417,794)	(426,985)	(436,379)	(445,979)	(455,791)	(465,818)	(476,066)	(486,539)	(497,243)
33 Capital Outlay/ Vehicles	\$ (997,234)	(997,243)	(997,252)	(997,262)	(997,272)	(997,282)	(997,292)	(997,302)	(997,313)	(997,324)	(997,335)
34 Net Cash Flow	\$ 566,163	\$ 16,939	\$ (3,532,575)	\$ (2,108,948)	\$ (482,260)	\$ 1,704,449	\$ 1,949,152	\$ 2,249,779	\$ 2,530,751	\$ 2,778,482	\$ 2,935,205
35 Unrestricted Reserve Fund Test											
36 Balance At Beginning Of Fiscal Year	\$ 15,418,213	15,984,377	16,001,316	12,468,741	10,359,793	9,877,533	11,581,982	13,531,134	15,780,913	18,311,664	21,090,146
37 Cash Flow Surplus/(Deficit)	\$ 566,163	16,939	-	(191,199)	(482,260)	1,704,449	1,949,152	2,249,779	2,530,751	2,778,482	2,935,205
38 Reserve Fund Balance Used For Cash Flow Deficit	\$ -	-	(3,532,575)	(1,917,749)	-	-	-	-	-	-	-
39 Projects Designated To Be Paid With Cash	\$ -	-	-	-	-	-	-	-	-	-	-
40 Projects Paid With Reserve Funds (Non-Specified Funds)	\$ -	-	-	-	-	-	-	-	-	-	-
41 Balance At End Of Fiscal Year	\$ 15,984,377	16,001,316	12,468,741	10,359,793	9,877,533	11,581,982	13,531,134	15,780,913	18,311,664	21,090,146	24,025,351
42 Minimum Working Capital Reserve Target	\$ 8,879,921	9,516,347	9,978,894	10,550,991	11,021,000	10,625,295	10,640,279	10,712,364	10,825,925	10,942,100	11,058,445
43 Excess/(Deficiency) Of Working Capital To Target	\$ 7,104,456	\$ 6,484,969	\$ 2,489,847	\$ (191,199)	\$ (1,143,466)	\$ 956,687	\$ 2,890,855	\$ 5,068,549	\$ 7,485,738	\$ 10,148,046	\$ 12,966,906

		FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
1 Water Bond Proceeds 2006												
2 Balance At Beginning Of Fiscal Year	\$	44,754	45,426	46,107	46,799	47,501	48,213	48,936	49,670	50,415	51,172	51,939
3 Additional Annual Revenues	\$	-	-	-	-	-	-	-	-	-	-	-
4 Less: Payment Of Debt Service	\$	-	-	-	-	-	-	-	-	-	-	-
5 Subtotal	\$	44,754	45,426	46,107	46,799	47,501	48,213	48,936	49,670	50,415	51,172	51,939
6 Less: Restricted Funds	\$	-	-	-	-	-	-	-	-	-	-	-
7 Total Amount Available For Projects	\$	44,754	45,426	46,107	46,799	47,501	48,213	48,936	49,670	50,415	51,172	51,939
8 Amount Paid For Projects	\$	-	-	-	-	-	-	-	-	-	-	-
9 Subtotal	\$	44,754	45,426	46,107	46,799	47,501	48,213	48,936	49,670	50,415	51,172	51,939
10 Add Back: Restricted Funds	\$	-	-	-	-	-	-	-	-	-	-	-
11 Plus: Interest Earnings	\$	671	681	692	702	713	723	734	745	756	768	779
12 Less: Interest Allocated To Cash Flow	\$	-	-	-	-	-	-	-	-	-	-	-
13 Balance At End Of Fiscal Year	\$	45,426	46,107	46,799	47,501	48,213	48,936	49,670	50,415	51,172	51,939	52,718
14 Water Bond Proceeds 2008												
15 Balance At Beginning Of Fiscal Year	\$	164,822	167,295	169,804	172,351	174,936	177,560	180,224	182,927	185,671	188,456	191,283
16 Additional Annual Revenues	\$	-	-	-	-	-	-	-	-	-	-	-
17 Less: Payment Of Debt Service	\$	-	-	-	-	-	-	-	-	-	-	-
18 Subtotal	\$	164,822	167,295	169,804	172,351	174,936	177,560	180,224	182,927	185,671	188,456	191,283
19 Less: Restricted Funds	\$	-	-	-	-	-	-	-	-	-	-	-
20 Total Amount Available For Projects	\$	164,822	167,295	169,804	172,351	174,936	177,560	180,224	182,927	185,671	188,456	191,283
21 Amount Paid For Projects	\$	-	-	-	-	-	-	-	-	-	-	-
22 Subtotal	\$	164,822	167,295	169,804	172,351	174,936	177,560	180,224	182,927	185,671	188,456	191,283
23 Add Back: Restricted Funds	\$	-	-	-	-	-	-	-	-	-	-	-
24 Plus: Interest Earnings	\$	2,472	2,509	2,547	2,585	2,624	2,663	2,703	2,744	2,785	2,827	2,869
25 Less: Interest Allocated To Cash Flow	\$	-	-	-	-	-	-	-	-	-	-	-
26 Balance At End Of Fiscal Year	\$	167,295	169,804	172,351	174,936	177,560	180,224	182,927	185,671	188,456	191,283	194,152
27 SEWER BOND PROCEEDS 2008												
28 Balance At Beginning Of Fiscal Year	\$	3,915,593	3,974,326	4,033,941	4,094,450	4,155,867	4,218,205	4,281,478	4,345,700	4,410,886	4,477,049	4,544,205
29 Additional Annual Revenues	\$	-	-	-	-	-	-	-	-	-	-	-
30 Less: Payment Of Debt Service	\$	-	-	-	-	-	-	-	-	-	-	-
31 Subtotal	\$	3,915,593	3,974,326	4,033,941	4,094,450	4,155,867	4,218,205	4,281,478	4,345,700	4,410,886	4,477,049	4,544,205
32 Less: Restricted Funds	\$	-	-	-	-	-	-	-	-	-	-	-
33 Total Amount Available For Projects	\$	3,915,593	3,974,326	4,033,941	4,094,450	4,155,867	4,218,205	4,281,478	4,345,700	4,410,886	4,477,049	4,544,205
34 Amount Paid For Projects	\$	-	-	-	-	-	-	-	-	-	-	-
35 Subtotal	\$	3,915,593	3,974,326	4,033,941	4,094,450	4,155,867	4,218,205	4,281,478	4,345,700	4,410,886	4,477,049	4,544,205
36 Add Back: Restricted Funds	\$	-	-	-	-	-	-	-	-	-	-	-
37 Plus: Interest Earnings	\$	58,734	59,615	60,509	61,417	62,338	63,273	64,222	65,186	66,163	67,156	68,163
38 Less: Interest Allocated To Cash Flow	\$	-	-	-	-	-	-	-	-	-	-	-
39 Balance At End Of Fiscal Year	\$	3,974,326	4,033,941	4,094,450	4,155,867	4,218,205	4,281,478	4,345,700	4,410,886	4,477,049	4,544,205	4,612,368
40 WATER BOND PROCEEDS 2006												
41 Balance At Beginning Of Fiscal Year	\$	44,754	45,426	46,107	46,799	47,501	48,213	48,936	49,670	50,415	51,172	51,939
42 Additional Annual Revenues	\$	-	-	-	-	-	-	-	-	-	-	-
43 Less: Payment Of Debt Service	\$	-	-	-	-	-	-	-	-	-	-	-
44 Subtotal	\$	44,754	45,426	46,107	46,799	47,501	48,213	48,936	49,670	50,415	51,172	51,939
45 Less: Restricted Funds	\$	-	-	-	-	-	-	-	-	-	-	-
46 Total Amount Available For Projects	\$	44,754	45,426	46,107	46,799	47,501	48,213	48,936	49,670	50,415	51,172	51,939
47 Amount Paid For Projects	\$	-	-	-	-	-	-	-	-	-	-	-
48 Subtotal	\$	44,754	45,426	46,107	46,799	47,501	48,213	48,936	49,670	50,415	51,172	51,939
49 Add Back: Restricted Funds	\$	-	-	-	-	-	-	-	-	-	-	-
50 Plus: Interest Earnings	\$	671	681	692	702	713	723	734	745	756	768	779
51 Less: Interest Allocated To Cash Flow	\$	-	-	-	-	-	-	-	-	-	-	-
52 Balance At End Of Fiscal Year	\$	45,426	46,107	46,799	47,501	48,213	48,936	49,670	50,415	51,172	51,939	52,718
53 WATER BOND PROCEEDS 2008												
54 Balance At Beginning Of Fiscal Year	\$	164,822	167,295	169,804	172,351	174,936	177,560	180,224	182,927	185,671	188,456	191,283
55 Additional Annual Revenues	\$	-	-	-	-	-	-	-	-	-	-	-
56 Less: Payment Of Debt Service	\$	-	-	-	-	-	-	-	-	-	-	-
57 Subtotal	\$	164,822	167,295	169,804	172,351	174,936	177,560	180,224	182,927	185,671	188,456	191,283
58 Less: Restricted Funds	\$	-	-	-	-	-	-	-	-	-	-	-
59 Total Amount Available For Projects	\$	164,822	167,295	169,804	172,351	174,936	177,560	180,224	182,927	185,671	188,456	191,283
60 Amount Paid For Projects	\$	-	-	-	-	-	-	-	-	-	-	-
61 Subtotal	\$	164,822	167,295	169,804	172,351	174,936	177,560	180,224	182,927	185,671	188,456	191,283
62 Add Back: Restricted Funds	\$	-	-	-	-	-	-	-	-	-	-	-
63 Plus: Interest Earnings	\$	2,472	2,509	2,547	2,585	2,624	2,663	2,703	2,744	2,785	2,827	2,869
64 Less: Interest Allocated To Cash Flow	\$	-	-	-	-	-	-	-	-	-	-	-
65 Balance At End Of Fiscal Year	\$	167,295	169,804	172,351	174,936	177,560	180,224	182,927	185,671	188,456	191,283	194,152

Funding Summary by Fund
Schedule 11

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
66 SEWER CAPITAL IMPROVEMENT											
67 Balance At Beginning Of Fiscal Year	\$ 261,942	1,965	57,606	55,904	54,137	52,306	50,407	48,439	46,402	44,292	42,108
68 Additional Annual Revenues	\$ 1,354,979	1,107,840	2,497,453	2,497,415	2,497,376	2,497,337	2,497,297	2,497,256	2,497,215	2,497,173	2,497,131
69 Less: Payment Of Debt Service	\$ -	-	-	-	-	-	-	-	-	-	-
70 Subtotal	\$ 1,616,921	1,109,805	2,555,059	2,553,318	2,551,513	2,549,642	2,547,704	2,545,696	2,543,616	2,541,465	2,539,239
71 Less: Restricted Funds	\$ -	-	-	-	-	-	-	-	-	-	-
72 Total Amount Available For Projects	\$ 1,616,921	1,109,805	2,555,059	2,553,318	2,551,513	2,549,642	2,547,704	2,545,696	2,543,616	2,541,465	2,539,239
73 Amount Paid For Projects	\$ (1,616,921)	(1,052,642)	(2,500,000)	(2,500,000)	(2,500,000)	(2,500,000)	(2,500,000)	(2,500,000)	(2,500,000)	(2,500,000)	(2,500,000)
74 Subtotal	\$ -	57,162	55,059	53,318	51,513	49,642	47,704	45,696	43,616	41,465	39,239
75 Add Back: Restricted Funds	\$ -	-	-	-	-	-	-	-	-	-	-
76 Plus: Interest Earnings	\$ 1,965	443	845	819	792	765	736	706	675	643	610
77 Less: Interest Allocated To Cash Flow	\$ -	-	-	-	-	-	-	-	-	-	-
78 Balance At End Of Fiscal Year	\$ 1,965	57,606	55,904	54,137	52,306	50,407	48,439	46,402	44,292	42,108	39,849
79 WATER CAPITAL IMPROVEMENT											
80 Balance At Beginning Of Fiscal Year	\$ 1,204,239	-	-	-	-	-	-	-	-	-	-
81 Additional Annual Revenues	\$ 588,828	758,160	1,460,000	1,184,305	610,000	610,000	924,493	957,760	857,312	791,913	828,295
82 Less: Payment Of Debt Service	\$ -	-	-	-	-	-	-	-	-	-	-
83 Subtotal	\$ 1,793,067	758,160	1,460,000	1,184,305	610,000	610,000	924,493	957,760	857,312	791,913	828,295
84 Less: Restricted Funds	\$ -	-	-	-	-	-	-	-	-	-	-
85 Total Amount Available For Projects	\$ 1,793,067	758,160	1,460,000	1,184,305	610,000	610,000	924,493	957,760	857,312	791,913	828,295
86 Amount Paid For Projects	\$ (1,793,067)	(758,160)	(1,460,000)	(1,184,305)	(610,000)	(610,000)	(924,493)	(957,760)	(857,312)	(791,913)	(828,295)
87 Subtotal	\$ -	-	-	-	-	-	-	-	-	-	-
88 Add Back: Restricted Funds	\$ -	-	-	-	-	-	-	-	-	-	-
89 Plus: Interest Earnings	\$ 9,032	-	-	-	-	-	-	-	-	-	-
90 Less: Interest Allocated To Cash Flow	\$ (9,032)	-	-	-	-	-	-	-	-	-	-
91 Balance At End Of Fiscal Year	\$ -	-	-	-	-	-	-	-	-	-	-
92 SEWER CO BONDS 2017											
93 Balance At Beginning Of Fiscal Year	\$ 16,174,293	16,416,908	3,282,208	848,839	861,572	874,495	887,613	900,927	914,441	928,158	942,080
94 Additional Annual Revenues	\$ -	-	-	-	-	-	-	-	-	-	-
95 Less: Payment Of Debt Service	\$ -	-	-	-	-	-	-	-	-	-	-
96 Subtotal	\$ 16,174,293	16,416,908	3,282,208	848,839	861,572	874,495	887,613	900,927	914,441	928,158	942,080
97 Less: Restricted Funds	\$ -	-	-	-	-	-	-	-	-	-	-
98 Total Amount Available For Projects	\$ 16,174,293	16,416,908	3,282,208	848,839	861,572	874,495	887,613	900,927	914,441	928,158	942,080
99 Amount Paid For Projects	\$ -	(13,281,343)	(2,464,121)	-	-	-	-	-	-	-	-
100 Subtotal	\$ 16,174,293	3,135,565	818,087	848,839	861,572	874,495	887,613	900,927	914,441	928,158	942,080
101 Add Back: Restricted Funds	\$ -	-	-	-	-	-	-	-	-	-	-
102 Plus: Interest Earnings	\$ 242,614	146,644	30,752	12,733	12,924	13,117	13,314	13,514	13,717	13,922	14,131
103 Less: Interest Allocated To Cash Flow	\$ -	-	-	-	-	-	-	-	-	-	-
104 Balance At End Of Fiscal Year	\$ 16,416,908	3,282,208	848,839	861,572	874,495	887,613	900,927	914,441	928,158	942,080	956,211
105 WATER CO BONDS 2017											
106 Balance At Beginning Of Fiscal Year	\$ 18,574,064	18,574,064	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895
107 Additional Annual Revenues	\$ -	-	-	-	-	-	-	-	-	-	-
108 Less: Payment Of Debt Service	\$ -	-	-	-	-	-	-	-	-	-	-
109 Subtotal	\$ 18,574,064	18,574,064	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895
110 Less: Restricted Funds	\$ -	-	-	-	-	-	-	-	-	-	-
111 Total Amount Available For Projects	\$ 18,574,064	18,574,064	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895
112 Amount Paid For Projects	\$ -	(12,882,169)	-	-	-	-	-	-	-	-	-
113 Subtotal	\$ 18,574,064	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895
114 Add Back: Restricted Funds	\$ -	-	-	-	-	-	-	-	-	-	-
115 Plus: Interest Earnings	\$ 278,611	181,995	85,378	85,378	85,378	85,378	85,378	85,378	85,378	85,378	85,378
116 Less: Interest Allocated To Cash Flow	\$ (278,611)	(181,995)	(85,378)	(85,378)	(85,378)	(85,378)	(85,378)	(85,378)	(85,378)	(85,378)	(85,378)
117 Balance At End Of Fiscal Year	\$ 18,574,064	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895

Funding Summary by Fund
Schedule 11

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
118 REVENUE FUND											
119 Balance At Beginning Of Fiscal Year	\$ 15,418,213	15,984,377	16,001,316	12,468,741	10,359,793	9,877,533	11,581,982	13,531,134	15,780,913	18,311,664	21,090,146
120 Additional Annual Revenues	\$ 566,163	16,939	(3,532,575)	(2,108,948)	(482,260)	1,704,449	1,949,152	2,249,779	2,530,751	2,778,482	2,935,205
121 Less: Cash-Funded Capital Projects	\$ -	-	-	-	-	-	-	-	-	-	-
122 Less: Payment Of Debt Service	\$ -	-	-	-	-	-	-	-	-	-	-
123 Subtotal	\$ 15,984,377	16,001,316	12,468,741	10,359,793	9,877,533	11,581,982	13,531,134	15,780,913	18,311,664	21,090,146	24,025,351
124 Less: Restricted Funds	\$ (8,879,921)	(9,516,347)	(9,978,894)	(10,359,793)	(9,877,533)	(10,625,295)	(10,640,279)	(10,712,364)	(10,825,925)	(10,942,100)	(11,058,445)
125 Total Amount Available For Projects	\$ 7,104,456	6,484,969	2,489,847	-	-	956,687	2,890,855	5,068,549	7,485,738	10,148,046	12,966,906
126 Amount Paid For Projects	\$ -	-	-	-	-	-	-	-	-	-	-
127 Subtotal	\$ 7,104,456	6,484,969	2,489,847	-	-	956,687	2,890,855	5,068,549	7,485,738	10,148,046	12,966,906
128 Add Back: Restricted Funds	\$ 8,879,921	9,516,347	9,978,894	10,359,793	9,877,533	10,625,295	10,640,279	10,712,364	10,825,925	10,942,100	11,058,445
129 Plus: Interest Earnings	\$ 235,519	239,893	213,525	171,214	151,780	160,946	188,348	219,840	255,694	295,514	338,366
130 Less: Interest Allocated To Cash Flow	\$ (235,519)	(239,893)	(213,525)	(171,214)	(151,780)	(160,946)	(188,348)	(219,840)	(255,694)	(295,514)	(338,366)
131 Balance At End Of Fiscal Year	\$ 15,984,377	16,001,316	12,468,741	10,359,793	9,877,533	11,581,982	13,531,134	15,780,913	18,311,664	21,090,146	24,025,351
132 RESTRICTED RESERVES											
133 Balance At Beginning Of Fiscal Year	\$ 845,078	845,078	2,975,454	4,333,683	6,555,778	8,011,927	9,217,325	9,217,325	9,217,325	9,217,325	9,217,325
134 Additional Funds:	\$ -	2,130,377	1,358,229	2,222,095	1,456,149	1,205,398	-	-	-	-	-
135 Debt Service Reserve On New Debt	\$ -	-	-	-	-	-	-	-	-	-	-
136 Other Additional Funds	\$ -	-	-	-	-	-	-	-	-	-	-
137 Subtotal	\$ 845,078	2,975,454	4,333,683	6,555,778	8,011,927	9,217,325	9,217,325	9,217,325	9,217,325	9,217,325	9,217,325
138 Plus: Interest Earnings	\$ 12,676	28,654	54,819	81,671	109,258	129,219	138,260	138,260	138,260	138,260	138,260
139 Less: Interest Allocated To Cash Flow	\$ (12,676)	(28,654)	(54,819)	(81,671)	(109,258)	(129,219)	(138,260)	(138,260)	(138,260)	(138,260)	(138,260)
140 Balance At End Of Fiscal Year	\$ 845,078	2,975,454	4,333,683	6,555,778	8,011,927	9,217,325	9,217,325	9,217,325	9,217,325	9,217,325	9,217,325

Stantec

1/7/2019

6.0 APPENDIX B: Rate Schedules & Impacts

Residential Water

Base Rates

Meter Size	Old Rate	New Rate
5/8" x 3/4"	\$ 9.54	\$ 10.78
1"	\$ 21.56	\$ 24.36
1 1/2"	\$ 41.58	\$ 46.99
2"	\$ 65.61	\$ 74.14
3"	\$ 129.69	\$ 146.55
4"	\$ 201.78	\$ 228.01
6"	\$ 402.03	\$ 454.29
8"	\$ 642.33	\$ 725.83
10"	\$ 922.68	\$ 1,042.63
12"	\$ 1,723.68	\$ 1,947.76

Volumetric Rates

Tier	Old Rate	New Rate
0-500 CF	\$ 1.62	\$ 1.78
500-1000 CF	\$ 4.05	\$ 4.45
1000-2000 CF	\$ 6.08	\$ 6.22
2000+ CF	\$ 9.12	\$ 9.26

Sprinkler

Base Rates

Meter Size	Old Rate	New Rate
5/8" x 3/4"	\$ 9.54	\$ 10.78
1"	\$ 21.56	\$ 24.36
1 1/2"	\$ 41.58	\$ 46.99
2"	\$ 65.61	\$ 74.14
3"	\$ 129.69	\$ 146.55
4"	\$ 201.78	\$ 228.01
6"	\$ 402.03	\$ 454.29
8"	\$ 642.33	\$ 725.83
10"	\$ 922.68	\$ 1,042.63
12"	\$ 1,723.68	\$ 1,947.76

Volumetric Rates

Tier	Old Rate	New Rate
0-500 CF	\$ 4.05	\$ 4.29
500-1500 CF	\$ 6.08	\$ 6.44
1500+ CF	\$ 9.12	\$ 9.67

Non-Residential

Base Rates

Meter Size	Old Rate	New Rate
5/8" x 3/4"	\$ 9.54	\$ 10.78
1"	\$ 21.56	\$ 24.36
1 1/2"	\$ 41.58	\$ 46.99
2"	\$ 65.61	\$ 74.14
3"	\$ 129.69	\$ 146.55
4"	\$ 201.78	\$ 228.01
6"	\$ 402.03	\$ 454.29
8"	\$ 642.33	\$ 725.83
10"	\$ 922.68	\$ 1,042.63
12"	\$ 1,723.68	\$ 1,947.76

Volumetric Rates

Tier	Old Rate	New Rate
All Metered Use	\$ 4.05	\$ 4.29

Sewer

Base Rates

Meter Size	Old Rate	New Rate
5/8" x 3/4"	\$ 13.10	\$ 13.10
1"	\$ 30.30	\$ 30.30
1 1/2"	\$ 58.98	\$ 58.98
2"	\$ 93.39	\$ 93.39
3"	\$ 185.15	\$ 185.15
4"	\$ 288.38	\$ 288.38
6"	\$ 575.13	\$ 575.13
8"	\$ 919.23	\$ 919.23
10"	\$ 1,320.68	\$ 1,320.68
12"	\$ 2,467.68	\$ 2,467.68

Volumetric Rates

Tier	Old Rate	New Rate
All Metered Use	\$ 3.42	\$ 3.42

Residential Water 5/8" Meter Water & Sewer Bill Calculations											
Monthly Use (CCF)	Monthly Use (CF)	Monthly Use (Gal)	Agg. Bills Issued %	Current Water	Proposed Water	Current Sewer	Proposed Sewer	Current FY 18	Proposed (JAN FY 19)	\$ Chg	% Chg
0	0	0	13.3%	\$9.54	\$10.78	\$13.10	\$13.10	\$22.64	\$23.88	\$1.24	5.5%
1	100	748	26.9%	\$11.16	\$12.56	\$16.52	\$16.52	\$27.68	\$29.08	\$1.40	5.1%
2	200	1,496	40.3%	\$12.78	\$14.34	\$19.94	\$19.94	\$32.72	\$34.28	\$1.56	4.8%
3	300	2,244	52.7%	\$14.40	\$16.12	\$23.36	\$23.36	\$37.76	\$39.48	\$1.72	4.6%
4	400	2,992	63.3%	\$16.02	\$17.90	\$26.78	\$26.78	\$42.80	\$44.68	\$1.88	4.4%
5	500	3,740	71.7%	\$17.64	\$19.68	\$30.20	\$30.20	\$47.84	\$49.88	\$2.04	4.3%
6	600	4,488	78.3%	\$21.69	\$24.13	\$33.62	\$33.62	\$55.31	\$57.75	\$2.44	4.4%
7	700	5,236	83.3%	\$25.74	\$28.58	\$37.04	\$37.04	\$62.78	\$65.62	\$2.84	4.5%
8	800	5,984	87.0%	\$29.79	\$33.03	\$40.46	\$40.46	\$70.25	\$73.49	\$3.24	4.6%
9	900	6,732	89.9%	\$33.84	\$37.48	\$43.88	\$43.88	\$77.72	\$81.36	\$3.64	4.7%
10	1,000	7,480	92.1%	\$37.89	\$41.93	\$47.30	\$47.30	\$85.19	\$89.23	\$4.04	4.7%
11	1,100	8,228	93.8%	\$43.97	\$48.15	\$50.72	\$50.72	\$94.69	\$98.87	\$4.18	4.4%
12	1,200	8,976	95.2%	\$50.05	\$54.37	\$54.14	\$54.14	\$104.19	\$108.51	\$4.32	4.1%
13	1,300	9,724	96.3%	\$56.13	\$60.59	\$57.56	\$57.56	\$113.69	\$118.15	\$4.46	3.9%
14	1,400	10,472	97.1%	\$62.21	\$66.81	\$60.98	\$60.98	\$123.19	\$127.79	\$4.60	3.7%
15	1,500	11,220	97.9%	\$68.29	\$73.03	\$64.40	\$64.40	\$132.69	\$137.43	\$4.74	3.6%
16	1,600	11,968	98.5%	\$74.37	\$79.25	\$67.82	\$67.82	\$142.19	\$147.07	\$4.88	3.4%
17	1,700	12,716	98.9%	\$80.45	\$85.47	\$71.24	\$71.24	\$151.69	\$156.71	\$5.02	3.3%
18	1,800	13,464	99.3%	\$86.53	\$91.69	\$74.66	\$74.66	\$161.19	\$166.35	\$5.16	3.2%
19	1,900	14,212	99.7%	\$92.61	\$97.91	\$78.08	\$78.08	\$170.69	\$175.99	\$5.30	3.1%
20	2,000	14,960	99.8%	\$98.69	\$104.13	\$81.50	\$81.50	\$180.19	\$185.63	\$5.44	3.0%

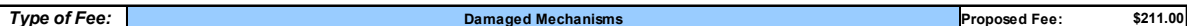
Non-Residential Water 5/8" Meter Water & Sewer Bill Calculations										
Monthly Use (CCF)	Monthly Use (CF)	Monthly Use (Gal)	Current Water	Proposed Water	Current Sewer	Proposed Sewer	Current FY 18	Proposed (JAN FY 19)	\$ Chg	% Chg
0	0	0	\$9.54	\$10.78	\$13.10	\$13.10	\$22.64	\$23.88	\$1.24	5.5%
1	100	748	\$13.59	\$15.07	\$16.52	\$16.52	\$30.11	\$31.59	\$1.48	4.9%
2	200	1,496	\$17.64	\$19.36	\$19.94	\$19.94	\$37.58	\$39.30	\$1.72	4.6%
3	300	2,244	\$21.69	\$23.65	\$23.36	\$23.36	\$45.05	\$47.01	\$1.96	4.4%
4	400	2,992	\$25.74	\$27.94	\$26.78	\$26.78	\$52.52	\$54.72	\$2.20	4.2%
5	500	3,740	\$29.79	\$32.23	\$30.20	\$30.20	\$59.99	\$62.43	\$2.44	4.1%
6	600	4,488	\$33.84	\$36.52	\$33.62	\$33.62	\$67.46	\$70.14	\$2.68	4.0%
7	700	5,236	\$37.89	\$40.81	\$37.04	\$37.04	\$74.93	\$77.85	\$2.92	3.9%
8	800	5,984	\$41.94	\$45.10	\$40.46	\$40.46	\$82.40	\$85.56	\$3.16	3.8%
9	900	6,732	\$45.99	\$49.39	\$43.88	\$43.88	\$89.87	\$93.27	\$3.40	3.8%
10	1,000	7,480	\$50.04	\$53.68	\$47.30	\$47.30	\$97.34	\$100.98	\$3.64	3.7%
11	1,100	8,228	\$54.09	\$57.97	\$50.72	\$50.72	\$104.81	\$108.69	\$3.88	3.7%
12	1,200	8,976	\$58.14	\$62.26	\$54.14	\$54.14	\$112.28	\$116.40	\$4.12	3.7%
13	1,300	9,724	\$62.19	\$66.55	\$57.56	\$57.56	\$119.75	\$124.11	\$4.36	3.6%
14	1,400	10,472	\$66.24	\$70.84	\$60.98	\$60.98	\$127.22	\$131.82	\$4.60	3.6%
15	1,500	11,220	\$70.29	\$75.13	\$64.40	\$64.40	\$134.69	\$139.53	\$4.84	3.6%
16	1,600	11,968	\$74.34	\$79.42	\$67.82	\$67.82	\$142.16	\$147.24	\$5.08	3.6%
17	1,700	12,716	\$78.39	\$83.71	\$71.24	\$71.24	\$149.63	\$154.95	\$5.32	3.6%
18	1,800	13,464	\$82.44	\$88.00	\$74.66	\$74.66	\$157.10	\$162.66	\$5.56	3.5%
19	1,900	14,212	\$86.49	\$92.29	\$78.08	\$78.08	\$164.57	\$170.37	\$5.80	3.5%
20	2,000	14,960	\$90.54	\$96.58	\$81.50	\$81.50	\$172.04	\$178.08	\$6.04	3.5%
21	2,100	15,708	\$94.59	\$100.87	\$84.92	\$84.92	\$179.51	\$185.79	\$6.28	3.5%
22	2,200	16,456	\$98.64	\$105.16	\$88.34	\$88.34	\$186.98	\$193.50	\$6.52	3.5%
23	2,300	17,204	\$102.69	\$109.45	\$91.76	\$91.76	\$194.45	\$201.21	\$6.76	3.5%
24	2,400	17,952	\$106.74	\$113.74	\$95.18	\$95.18	\$201.92	\$208.92	\$7.00	3.5%
25	2,500	18,700	\$110.79	\$118.03	\$98.60	\$98.60	\$209.39	\$216.63	\$7.24	3.5%
26	2,600	19,448	\$114.84	\$122.32	\$102.02	\$102.02	\$216.86	\$224.34	\$7.48	3.4%
27	2,700	20,196	\$118.89	\$126.61	\$105.44	\$105.44	\$224.33	\$232.05	\$7.72	3.4%
28	2,800	20,944	\$122.94	\$130.90	\$108.86	\$108.86	\$231.80	\$239.76	\$7.96	3.4%
29	2,900	21,692	\$126.99	\$135.19	\$112.28	\$112.28	\$239.27	\$247.47	\$8.20	3.4%
30	3,000	22,440	\$131.04	\$139.48	\$115.70	\$115.70	\$246.74	\$255.18	\$8.44	3.4%
31	3,100	23,188	\$135.09	\$143.77	\$119.12	\$119.12	\$254.21	\$262.89	\$8.68	3.4%
32	3,200	23,936	\$139.14	\$148.06	\$122.54	\$122.54	\$261.68	\$270.60	\$8.92	3.4%
33	3,300	24,684	\$143.19	\$152.35	\$125.96	\$125.96	\$269.15	\$278.31	\$9.16	3.4%
34	3,400	25,432	\$147.24	\$156.64	\$129.38	\$129.38	\$276.62	\$286.02	\$9.40	3.4%
35	3,500	26,180	\$151.29	\$160.93	\$132.80	\$132.80	\$284.09	\$293.73	\$9.64	3.4%
36	3,600	26,928	\$155.34	\$165.22	\$136.22	\$136.22	\$291.56	\$301.44	\$9.88	3.4%
37	3,700	27,676	\$159.39	\$169.51	\$139.64	\$139.64	\$299.03	\$309.15	\$10.12	3.4%
38	3,800	28,424	\$163.44	\$173.80	\$143.06	\$143.06	\$306.50	\$316.86	\$10.36	3.4%
39	3,900	29,172	\$167.49	\$178.09	\$146.48	\$146.48	\$313.97	\$324.57	\$10.60	3.4%
40	4,000	29,920	\$171.54	\$182.38	\$149.90	\$149.90	\$321.44	\$332.28	\$10.84	3.4%
41	4,100	30,668	\$175.59	\$186.67	\$153.32	\$153.32	\$328.91	\$339.99	\$11.08	3.4%
42	4,200	31,416	\$179.64	\$190.96	\$156.74	\$156.74	\$336.38	\$347.70	\$11.32	3.4%
43	4,300	32,164	\$183.69	\$195.25	\$160.16	\$160.16	\$343.85	\$355.41	\$11.56	3.4%
44	4,400	32,912	\$187.74	\$199.54	\$163.58	\$163.58	\$351.32	\$363.12	\$11.80	3.4%
45	4,500	33,660	\$191.79	\$203.83	\$167.00	\$167.00	\$358.79	\$370.83	\$12.04	3.4%
46	4,600	34,408	\$195.84	\$208.12	\$170.42	\$170.42	\$366.26	\$378.54	\$12.28	3.4%
47	4,700	35,156	\$199.89	\$212.41	\$173.84	\$173.84	\$373.73	\$386.25	\$12.52	3.4%
48	4,800	35,904	\$203.94	\$216.70	\$177.26	\$177.26	\$381.20	\$393.96	\$12.76	3.3%
49	4,900	36,652	\$207.99	\$220.99	\$180.68	\$180.68	\$388.67	\$401.67	\$13.00	3.3%
50	5,000	37,400	\$212.04	\$225.28	\$184.10	\$184.10	\$396.14	\$409.38	\$13.24	3.3%

Inside Sprinkler 5/8" Meter Water Bill Calculations						
Monthly Use (CCF)	Monthly Use (CF)	Monthly Use (Gal)	Current FY 18	Proposed (JAN FY 19)	\$ Chg	% Chg
0	0	0	\$9.54	\$10.78	\$1.24	13.0%
1	100	748	\$13.59	\$15.07	\$1.48	10.9%
2	200	1,496	\$17.64	\$19.36	\$1.72	9.8%
3	300	2,244	\$21.69	\$23.65	\$1.96	9.0%
4	400	2,992	\$25.74	\$27.94	\$2.20	8.5%
5	500	3,740	\$29.79	\$32.23	\$2.44	8.2%
6	600	4,488	\$35.87	\$38.67	\$2.80	7.8%
7	700	5,236	\$41.95	\$45.11	\$3.16	7.5%
8	800	5,984	\$48.03	\$51.55	\$3.52	7.3%
9	900	6,732	\$54.11	\$57.99	\$3.88	7.2%
10	1,000	7,480	\$60.19	\$64.43	\$4.24	7.0%
11	1,100	8,228	\$60.19	\$64.43	\$4.24	7.0%
12	1,200	8,976	\$60.19	\$64.43	\$4.24	7.0%
13	1,300	9,724	\$60.19	\$64.43	\$4.24	7.0%
14	1,400	10,472	\$60.19	\$64.43	\$4.24	7.0%
15	1,500	11,220	\$60.19	\$64.43	\$4.24	7.0%
16	1,600	11,968	\$69.31	\$74.10	\$4.79	6.9%
17	1,700	12,716	\$78.43	\$83.77	\$5.34	6.8%
18	1,800	13,464	\$87.55	\$93.44	\$5.89	6.7%
19	1,900	14,212	\$96.67	\$103.11	\$6.44	6.7%
20	2,000	14,960	\$105.79	\$112.78	\$6.99	6.6%
21	2,100	15,708	\$114.91	\$122.45	\$7.54	6.6%
22	2,200	16,456	\$124.03	\$132.12	\$8.09	6.5%
23	2,300	17,204	\$133.15	\$141.79	\$8.64	6.5%
24	2,400	17,952	\$142.27	\$151.46	\$9.19	6.5%
25	2,500	18,700	\$151.39	\$161.13	\$9.74	6.4%
26	2,600	19,448	\$160.51	\$170.80	\$10.29	6.4%
27	2,700	20,196	\$169.63	\$180.47	\$10.84	6.4%
28	2,800	20,944	\$178.75	\$190.14	\$11.39	6.4%
29	2,900	21,692	\$187.87	\$199.81	\$11.94	6.4%
30	3,000	22,440	\$196.99	\$209.48	\$12.49	6.3%
31	3,100	23,188	\$206.11	\$219.15	\$13.04	6.3%
32	3,200	23,936	\$215.23	\$228.82	\$13.59	6.3%
33	3,300	24,684	\$224.35	\$238.49	\$14.14	6.3%
34	3,400	25,432	\$233.47	\$248.16	\$14.69	6.3%
35	3,500	26,180	\$242.59	\$257.83	\$15.24	6.3%
36	3,600	26,928	\$251.71	\$267.50	\$15.79	6.3%
37	3,700	27,676	\$260.83	\$277.17	\$16.34	6.3%
38	3,800	28,424	\$269.95	\$286.84	\$16.89	6.3%
39	3,900	29,172	\$279.07	\$296.51	\$17.44	6.2%
40	4,000	29,920	\$288.19	\$306.18	\$17.99	6.2%
41	4,100	30,668	\$297.31	\$315.85	\$18.54	6.2%
42	4,200	31,416	\$306.43	\$325.52	\$19.09	6.2%
43	4,300	32,164	\$315.55	\$335.19	\$19.64	6.2%
44	4,400	32,912	\$324.67	\$344.86	\$20.19	6.2%
45	4,500	33,660	\$333.79	\$354.53	\$20.74	6.2%
46	4,600	34,408	\$342.91	\$364.20	\$21.29	6.2%
47	4,700	35,156	\$352.03	\$373.87	\$21.84	6.2%
48	4,800	35,904	\$361.15	\$383.54	\$22.39	6.2%
49	4,900	36,652	\$370.27	\$393.21	\$22.94	6.2%
50	5,000	37,400	\$379.39	\$402.88	\$23.49	6.2%

7.0 APPENDIX B: Miscellaneous Fee Support

Type of Fee:		New Service				Proposed Fee:		\$15.00
Cost Type	Position/Equipment/Vehicles/Materials	Task	Average Direct Labor Rate per Hour	Time per Task per Occurrence (Minutes)	Number of Occurrences	Labor Costs per Occurrence	Total Labor Costs	
Labor	Utility Cust. Service Supervisor	Dertra First contact (Walk in, Phone, Email or Fax (mainly this type)	\$20.78	10	1	\$3.46	\$3.46	
Labor	Utility Cust. Service Supervisor	Application process, general information, Trash form						
Labor	Utility Cust. Service Supervisor	Deposit (auto pay) required phone call	\$20.78	13	1	\$4.50	\$4.50	
Labor	Utility Cust. Service Supervisor	Service order	\$20.78	3	1	\$1.04	\$1.04	
Labor	Utility Cust. Service Supervisor	Final Read Order	\$20.78	5	1	\$1.73	\$1.73	
Labor	Meter Service Tech	New Service	\$13.37	15	1	\$3.34	\$3.34	
Labor	Meter Service Tech	Turn on Meter	\$13.37	3	1	\$0.67	\$0.67	
Vehicle	Truck	Tacoma or F-150	\$0.58	10	1	\$0.10	\$0.10	
Total Costs							\$14.84	

Type of Fee:		Transfer of Service				Proposed Fee:		\$10.00
Cost Type	Position/Equipment/Vehicles/Materials	Task	Average Direct Labor Rate per Hour	Time per Task per Occurrence (Minutes)	Number of Occurrences	Labor Costs per Occurrence	Total Labor Costs	
Labor	Utility Cust. Service Supervisor	Dertra First contact (Walk in, Phone, Email or Fax (mainly this type)	\$20.78	10	1	\$3.46	\$3.46	
Labor	Utility Cust. Service Supervisor	Service Order	\$20.78	3	1	\$1.04	\$1.04	
Labor	Utility Cust. Service Supervisor	Billing Service order (final read) person (finalize)	\$20.78	5	1	\$1.73	\$1.73	
Labor	Meter Service Tech	Trip to site	\$13.37	15	1	\$3.34	\$3.34	
Labor		Turn on meter		3	1	\$0.00	\$0.00	
Vehicle	Truck	Tacoma or F-150 Work Vehicle	\$0.58	10	1	\$0.10	\$0.10	
Total Costs							\$9.67	



Type of Fee:	Service Restoration	Proposed Fee:	\$9.00
--------------	---------------------	---------------	--------

Page | 32



Type of Fee:	4" Sewer Tap	Proposed Fee:	\$806.00
---------------------	---------------------	----------------------	-----------------

Cost Type	Position/Equipment/Vehicles/ Materials	Task	Average Direct Labor Rate per Hour	Time per Task per Occurrence (Minutes)	Number of Occurrences	Labor Costs per Occurrence	Total Labor Costs
Labor	Crew leader	4" Sewer Tap	\$17.70	600	1	\$177.00	\$177.00
Labor	Operator	4" Sewer Tap	\$16.85	600	1	\$168.50	\$168.50
Labor	Labor	4" Sewer Tap	\$12.05	600	2	\$120.50	\$241.00
Vehicle	Crew Truck	4" Sewer Tap	\$3.18	600	1	\$31.80	\$31.80
Vehicle	BackHoe	4" Sewer Tap	\$5.13	600	1	\$51.30	\$51.30
Vehicle	Air Compressor	4" Sewer Tap	\$2.50	600	1	\$25.00	\$25.00
Vehicle	Dump Truck	4" Sewer Tap	\$0.57	600	1	\$5.70	\$5.70
Materials	4"x10" PVC Tapping Saddle	4" Sewer Tap	\$39.30	1	1	\$39.30	\$39.30
Materials	4" PVC Pipe	4" Sewer Tap	\$1.75	20	1	\$35.00	\$35.00
Materials	4" PVC two way Cleanout Tee	4" Sewer Tap	\$16.85	1	1	\$16.85	\$16.85
Materials	4" PVC 1/8 Bend sch 40	4" Sewer Tap	\$6.50	1	1	\$6.50	\$6.50
Materials	4" PVC Cleanout Threaded	4" Sewer Tap	\$2.90	1	1	\$2.90	\$2.90
Materials	4" PVC Cleanout Cap	4" Sewer Tap	\$1.65	1	1	\$1.65	\$1.65
Materials	Bag of Ready Mix	4" Sewer Tap	\$3.00	1	1	\$3.00	\$3.00
Total Costs							\$805.50

Type of Fee:	3/4" Sewer Tap	Proposed Fee:	\$369.00
---------------------	-----------------------	----------------------	-----------------

Cost Type	Position/Equipment/Vehicles/ Materials	Task	Average Direct Labor Rate per Hour	Time per Task per Occurrence (Minutes)	Number of Occurrences	Labor Costs per Occurrence	Total Labor Costs
Labor	Crew leader	3/4" Water Tap	\$17.70	60	1	\$17.70	\$17.70
Labor	Operator	3/4" Water Tap	\$16.85	60	1	\$16.85	\$16.85
Labor	Labor	3/4" Water Tap	\$12.05	60	2	\$12.05	\$24.10
Vehicle	Crew Truck	3/4" Water Tap	\$3.18	60	1	\$3.18	\$3.18
Vehicle	BackHoe	3/4" Water Tap	\$5.13	60	1	\$5.13	\$5.13
Vehicle	Air Compressor	3/4" Water Tap	\$2.50	60	1	\$2.50	\$2.50
Vehicle	Dump Truck	3/4" Water Tap	\$0.57	60	1	\$0.57	\$0.57
Materials	3/4" Meter	3/4" Water Tap	\$190.00	1	1	\$190.00	\$190.00
Materials	3/4" x 6" Tapping Saddle	3/4" Water Tap	\$27.50	1	1	\$27.50	\$27.50
Materials	3/4" Corp. Stop CC x P Joint	3/4" Water Tap	\$20.35	1	1	\$20.35	\$20.35
Materials	3/4" of PE Polyethylene Tubing	3/4" Water Tap	\$0.21	20	1	\$4.20	\$4.20
Materials	3/4" T-Stop IP x PJ	3/4" Water Tap	\$36.60	1	1	\$36.60	\$36.60
Materials	3/4" Meter Couplings	3/4" Water Tap	\$4.35	2	1	\$8.70	\$8.70
Materials	Plastic Meter Box	3/4" Water Tap	\$12.08	1	1	\$12.08	\$12.08
Total Costs							\$369.46

Type of Fee:	1" Sewer Tap	Proposed Fee:	\$475.00
---------------------	---------------------	----------------------	-----------------

Cost Type	Position/Equipment/Vehicles/ Materials	Task	Average Direct Labor Rate per Hour	Time per Task per Occurrence (Minutes)	Number of Occurrences	Labor Costs per Occurrence	Total Labor Costs
Labor	Crew leader	1" Water Tap	\$17.70	60	1	\$17.70	\$17.70
Labor	Operator	1" Water Tap	\$16.85	60	1	\$16.85	\$16.85
Labor	Labor	1" Water Tap	\$12.05	60	1	\$12.05	\$12.05
Vehicle	Crew Truck	1" Water Tap	\$3.18	60	1	\$3.18	\$3.18
Vehicle	BackHoe	1" Water Tap	\$5.13	60	1	\$5.13	\$5.13
Vehicle	Air Compressor	1" Water Tap	\$2.50	60	1	\$2.50	\$2.50
Vehicle	Dump Truck	1" Water Tap	\$0.57	60	1	\$0.57	\$0.57
Materials	1 " meter	1" Water Tap	\$272.00	1	1	\$272.00	\$272.00
Materials	1" x 6" tapping saddle	1" Water Tap	\$27.27	1	1	\$27.27	\$27.27
Materials	1" corp. stop cc x p joint	1" Water Tap	\$30.82	1	1	\$30.82	\$30.82
Materials	1" of PE Polyethylene tubing	1" Water Tap	\$0.35	20	1	\$7.00	\$7.00
Materials	1" t-stop ip x pj	1" Water Tap	\$56.17	1	1	\$56.17	\$56.17
Materials	1" meter couplings	1" Water Tap	\$5.80	2	1	\$11.60	\$11.60
Materials	plastic meter box	1" Water Tap	\$12.08	1	1	\$12.08	\$12.08
Total Costs							\$474.92

Type of Fee:	1 1/2" Sewer Tap	Proposed Fee:	\$837.00
---------------------	-------------------------	----------------------	-----------------

Cost Type	Position/Equipment/Vehicles/ Materials	Task	Average Direct Labor Rate per Hour	Time per Task per Occurrence (Minutes)	Number of Occurrences	Labor Costs per Occurrence	Total Labor Costs
Labor	Crew leader	1 1/2" Water Tap	\$17.70	60	1	\$17.70	\$17.70
Labor	Operator	1 1/2" Water Tap	\$16.85	60	1	\$16.85	\$16.85
Labor	Labor	1 1/2" Water Tap	\$12.05	60	1	\$12.05	\$12.05
Vehicle	Crew Truck	1 1/2" Water Tap	\$3.18	60	1	\$3.18	\$3.18
Vehicle	BackHoe	1 1/2" Water Tap	\$5.13	60	1	\$5.13	\$5.13
Vehicle	Air Compressor	1 1/2" Water Tap	\$2.50	60	1	\$2.50	\$2.50
Vehicle	Dump Truck	1 1/2" Water Tap	\$0.57	60	1	\$0.57	\$0.57
Materials	1 1/2 " meter	1 1/2" Water Tap	\$455.00	1	1	\$455.00	\$455.00
Materials	1 1/2" x 6" tapping saddle	1 1/2" Water Tap	\$32.31	1	1	\$32.31	\$32.31
Materials	1 1/2" corp. stop cc x p joint	1 1/2" Water Tap	\$87.35	1	1	\$87.35	\$87.35
Materials	1 1/2" of PE Polyethylene tubing	1 1/2" Water Tap	\$0.77	20	1	\$15.40	\$15.40
Materials	1 1/2" t-stop ip x pj	1 1/2" Water Tap	\$123.16	1	1	\$123.16	\$123.16
Materials	1 1/2" flanges	1 1/2" Water Tap	\$27.05	2	1	\$54.10	\$54.10
Materials	plastic meter box	1 1/2" Water Tap	\$12.08	1	1	\$12.08	\$12.08
Total Costs							\$837.38

Type of Fee:		2" Sewer Tap				Proposed Fee:	
						\$1,244.00	
Cost Type	Position/Equipment/Vehicles/ Materials	Task	Average Direct Labor Rate per Hour	Time per Task per Occurrence (Minutes)	Number of Occurrences	Labor Costs per Occurrence	Total Labor Costs
Labor	Crew leader	2" Water Tap	\$17.70	60	1	\$17.70	\$17.70
Labor	Operator	2" Water Tap	\$16.85	60	1	\$16.85	\$16.85
Labor	Labor	2" Water Tap	\$12.05	60	1	\$12.05	\$12.05
Vehicle	Crew Truck	2" Water Tap	\$3.18	60	1	\$3.18	\$3.18
Vehicle	BackHoe	2" Water Tap	\$5.13	60	1	\$5.13	\$5.13
Vehicle	Air Compressor	2" Water Tap	\$2.50	60	1	\$2.50	\$2.50
Vehicle	Dump Truck	2" Water Tap	\$0.57	60	1	\$0.57	\$0.57
Materials	2 " meter	2" Water Tap	\$590.00	1	1	\$678.50	\$678.50
Materials	2" x 6" tapping saddle	2" Water Tap	\$32.34	1	1	\$37.19	\$37.19
Materials	2" corp. stop cc x p joint	2" Water Tap	\$144.46	1	1	\$166.13	\$166.13
Materials	2" of PE Polyethylene tubing	2" Water Tap	\$1.23	20	1	\$28.20	\$28.20
Materials	2" t-stop ip x pj	2" Water Tap	\$171.46	1	1	\$197.18	\$197.18
Materials	2" flanges	2" Water Tap	\$28.23	2	1	\$64.92	\$64.92
Materials	plastic meter box	2" Water Tap	\$12.08	1	1	\$13.89	\$13.89
Total Costs						\$1,243.99	



City of Galveston

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

January 24, 2019

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

RE: Discuss and consider for action an ordinance authorizing the issuance and sale of the City of Galveston, Texas, Tax and Revenue Certificates of Obligation, Series 2019; Providing for the security and payment thereof; Authorizing the execution and delivery of a purchase agreement and a paying agent/registrar agreement; and enacting other provisions relating thereto.

I. Background

- A. **Previous City Council Agenda item approval:** On December 13, the City Council approved Resolution 18-056 (see Attachment A) that authorized the posting of public notice of the City Council to approve the sale of tax and revenue Certificates of Obligation at its January 24, 2019 meeting. (See Attachment B.) The Resolution also named underwriters, law firms and financial advisor as well as the preparation of a Preliminary Official Statement (See Attachment C.) As of the writing of this Staff Report (January 14, 2019) the sale is on schedule (See Attachment D). The bonds will be priced in the marketplace on Wednesday, January 23, 2019, circulated as soon as they are available to Mayor and City Council and the public via the electronic agenda, as well as email to the Mayor and City Council. **As required by the City Charter (Article VII, Section 15a), approving the sale will require six affirmative votes on the part of Mayor and City Council on January 24, 2019. This number is required regardless of the number of the seven City Council members present and in attendance that day.**
- B. **CIP Financing Need (no change from December 2018 staff report):** The Adopted CIP for FY 2019-2023 calls for the implementation of \$171 million in revenue supported projects, including \$104 million for water system improvements, \$60 million for wastewater system improvements, and \$7 million for airport improvements. The water and sewer programs were approved with a complete financing plan included. This plan anticipated the issuance of \$86 million in future water bonds, and \$32 million in future wastewater bonds, with sales to occur on an as needed basis.

In January, 2017, the city issued \$35 million in water and sewer certificates of obligation, and all of this particular sale's proceeds is expected to be allocated to specific projects by the spring of 2019. The \$35 million sale proposed by this agenda item is expected to fund additional design and/or construction contracts scheduled for award between February 2019 and January 2020.

- C. **Description of the Bonds (no change from December 2018 staff report):** All debt service will be paid with water and sewer revenue through the annual budget process. The sale will be serial in nature with principal paid each year over thirty years and combined annual debt service payments that are flat at approximately \$2 million per year. The estimated interest rate including all costs is approximately 4%. (See Attachment E.)

The CO sale documents legally require that the proceeds of that sale be allocated and expended for waterworks and sewer system improvements. The project list is to show the intended use of funds at the time of sale. The City's CIP process is the primary means by which the city identifies available funds and schedules its capital improvement projects each year. Capital funds are not held in reserve pending the approval of contracts to implement a specific project, but are considered available as of fiscal year end. They then must be allocated annually by Council vote through the budget process in accordance with Article VII, Section 9 of the City Charter until such contracts are approved by Council in the course of the fiscal year.

The use of certificates of obligation (CO's) instead of pure revenue bonds will save the City money by eliminating formal reserve requirements that require the holding of cash for the full life of the bonds. Also, CO's attract a lower interest rate because they require a publication of notice underlying pledge of property tax revenue. Total savings is estimated at \$3 million over the life of the bonds. Accordingly, as required by State law, the city needs to publish a notice of its intention to issue CO's for thirty days prior to approving the sale of bonds. The proposed sale of Certificates of Obligation is being conducted in accordance with the City Charter and State law. **As required by the City Charter (Article VII, Section 15a), approving the sale will require six affirmative votes on the part of Mayor and City Council on January 24, 2019.**

- D. **Bond Sale Preparation (no change from December 2018 staff report):** To prepare for the issuance of CO's, a Preliminary Official Statement (POS) must be prepared, and the City Manager is authorized to deem it final in accordance with federal and state law. The resolution designates the following team members to prepare the (POS) and fulfill specific responsibilities in completing the transaction:
1. City officials are assigned the responsibility to exercise their official duties in the completion of the bond sale;
 2. Financial Advisor – Hutchinson, Shockey, Erley & Co.;
 3. Bond Counsel – Bracewell LLP;
 4. Disclosure Counsel – Hunton, Andrews Kurth LLP; and
 5. Senior Manager (Senior Underwriter or “book runner” - Estrada Hinojosa & Company; and
 6. Co-Managers or Underwriters - SAMCO Capital Markets, Inc., and Piper Jaffray & Co.
- E. **Revenue Requirements (no change from December 2018 staff report):** The issue of debt service financing is considered annually to ensure that adequate funds are available for maintenance and operation of the city's water and wastewater systems, for payments to the Gulf Coast Water Authority for water treatment and supply, for principal and interest on debt issued directly by the City and for financial reserves that provide a margin of safety for the city, ratepayers and bondholders alike. Accordingly, the



adequacy of water and sewer rates to support all necessary costs is reviewed annually in conjunction with the preparation of the annual budget and CIP.

The last water and sewer rate increase took effect in October 2015. At that time, a new tiered rate structure was put in place through rates that would simultaneously encourage conservation while shielding small residential users from a major increase. Subsequent annual rate studies have indicated that no change in rates was necessary for FY 2017 and FY 2018. However, a seven percent increase in water rates is needed during FY 2019. Sewer rates are still considered adequate, as they have been in the last three years. The combined rate increase expected for FY 2019 is four percent, but no additional increase is projected for FY 2020. That means that no additional increase is needed until October 2020, or FY 2021. (See attached report from rate consultant Stantec.)

II. Current Situation

- A. **Rates Outlook (see Attachment F for Stantec Rate Report):** As recommended by the City's water and sewer rate consultant and based on a complete review and comprehensive forecast of all of the City's costs, the following chart summarizes the necessary rate increase for FY 2019 and the subsequent increases that may be required in FY 2021 and beyond.

WATER AND SEWER RATE OUTLOOK DECEMBER 2018 BOND SALES IN \$ MILLIONS

	Feb. 19 - Jan. 20	Feb. 20 - Jan. 21	Feb. 21 - Jan. 22	Feb. 22 - Jan. 23	Feb. 23 - Sep.24	Totals
Baseline: Bonds to be Issued (\$Millions) - Per CIP						
Water	\$19.34	\$15.60	\$30.56	\$15.40	\$0.00	\$80.90
Wastewater	\$14.63	\$5.38	\$2.68	\$5.72	\$16.95	\$45.36
Subtotals	\$33.97	\$20.98	\$33.24	\$21.12	\$16.95	\$126.26
Rate Increases Required for CIP Bond Issues Baseline						
	Feb-19	Oct-19	Oct-20	Oct-21	Oct-22	
Water	7.00%	0.00%	10.00%	8.00%	0.00%	
Wastewater	0.00%	0.00%	4.00%	3.00%	0.00%	
Alternative: Bonds to be Issued for Water and Wastewater Share of Street Projects						
Water	\$3.59	\$2.29	\$0.00	\$0.00	\$0.00	\$5.88
Wastewater	\$5.20	\$1.68	\$0.00	\$0.00	\$0.00	\$6.88
Subtotals	\$8.79	\$3.97	\$0.00	\$0.00	\$0.00	\$12.76
Rate Increases Required for Water and Wastewater Share of Street Included (Alternative)						
	Feb-19	Oct-19	Oct-20	Oct-21	Oct-22	
Water	10.00%	0.00%	11.00%	8.00%	0.00%	
Wastewater	0.00%	0.00%	4.00%	3.00%	0.00%	

The projections above consider:

- The effect of reduced water purchases from the Gulf Coast Water Authority as a result of the large water line break repaired in November 2017;
- Growth in the customer base,
- Reductions in consumption due to the 2015 rate structure;
- Financial reserves required to meet operating and debt reserve requirements; and
- Two different scenarios with regard to the water and sewer line costs incurred in conjunction with the city's street and drainage projects approved in May 2017 by the voters.



- B. **Rate Implementation (no change from December 2018 staff report):** *The 7% increase that is recommended to be implemented in February is expected to provide sufficient financial support for water system costs through the end of FY 2020, the next fiscal year ending September 30, 2020.* This rate increase is critical to support the debt service payment on the \$35 million in CO's recommended for sale as CO's in this agenda item. Furthermore, approval of the proposed rates needs to take place as the CO sale finalized on January 24, 2019. This agenda packet includes additional information on the proposed structuring of the water rates themselves.
- C. **Baseline and Alternative Bond Issuance (no change from December 2018 staff report):** The Baseline projections above include an additional \$2.6 million for 45th Street water and sewer project costs and \$6 million for contingencies. No other water and sewer costs associated with street projects is included in the \$126 million total. The Alternative approach would allocate \$12.76 million more from water and sewer project costs associated with street projects.

If the city were to continue allocating Water and Sewer CO's to street project that were a part of the May 2017 bond election, this would free up street and drainage bond funding \$12.8 million in cost. If effected immediately, this would require a ten percent increase in rates in 2019 instead of the seven shown under the Baseline. Also, the voter approved GO bonds left unspent would then be available for use on high priority drainage projects. This would include funds for the City's match for grants that might be awarded for major drainage projects such as the drainage pump station project recently announced.

For the time being, the recommendation will be to issue \$35 million in Water and Sewer CO's, while making strategic funding decisions as conditions warrant when street contracts are awarded. The seven percent increase is all that is required to support such a project funding approach.

D. **Projects targeted for use of the \$35 million from the recommended sale:**

PROGRAM AND CIP NUMBER	PROJECT NAME - ALL CONSTRUCTION	ESTIMATED COUNCIL APPROVAL	TOTALS
WATER			
W1601	10 MILE NEW EST	DEC 2019	\$1,737,500
W1610	PB LAFITTES COVE LOOP	DEC 2019	702,250
W1618	REPLACE WATER VALVES	ONGOING	350,000
W1703	AP PS CONTROLS UPGRADES	OCT 2019	2,743,000
W1701	WELL DISINFECTION / FLUSH	DEC 2019	947,134
W1705	AP PS TANK UPGRADE PH1	SEP 2019	5,765,000
W1802	NON REVENUE WATER MITIG.	ANNUALLY	250,000
W1803	TEICHMAN WL 91ST-96TH	JAN 2020	2,773,000
FD-132	FIRE HYDRANTS	ONGOING	750,000
WWELLS	REHAB WELLS #9, #11	2019	985,000
	SUBTOTAL WATER		\$17,002,884
SEWER			
S1701	LS PUMP/ELEC IMPROVE	ANNUAL	\$2,536,000
S1607	PIRATES BEACH WWTP RECONST.	SEP 2019	6,584,400
SSEAWO	SEAWOLF WWTP RECONST.	NOV 2019	1,141,907
S1610	WWTP SLUDGE REMOVAL	2020	5,575,188
ST1806	COUNTY - AVENUE S WL	DEC 2019	1,716,436
ST1807	COUNTY - 23RD WL	DEC 2019	362,600
	SUBTOTAL SEWER		\$17,916,531
	TOTAL ALL PROJECTS		\$34,919,415



III. Issues (no change from December 2018)

- A. The sale of Certificates of Obligation instead of revenue bonds, as allowed by State law, will result in savings to the City estimated at over \$3 million. Water and sewer revenue will still be used to pay all of the debt service resulting from the sale.
- B. The allocation of Water and Sewer CO proceeds to fund the water and sewer portion of street projects provides additional General Obligation bonding authority for drainage projects beyond the \$12.76 million approved in May 2017.
- C. The bond sale schedule calls for approval of the sale and increased water rates to fund the debt service for the sale, both of which will be on the January 24, 2019 City Council agenda.

IV. Fiscal Impact (no change from December 2018)

- a. Cost of issuance – Will be included in the cost of the sale, approximating one percent of proceeds.
- b. Annual Debt Service – Approximately \$2 million to be paid with water and sewer revenues (see Attachment D).

V. Recommendation

Approve the ordinance approving the sale.



RESOLUTION NO. 18-056

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; APPROVING THE PREPARATION OF A PRELIMINARY OFFICIAL STATEMENT; AND APPROVING OTHER MATTERS INCIDENTAL THERETO

THE STATE OF TEXAS §
COUNTY OF GALVESTON §
CITY OF GALVESTON §

WHEREAS, the City Council of the City of Galveston, Texas (the "City") deems it advisable to issue certificates of obligation (the "Certificates") of the City in accordance with the notice hereinafter set forth; and

WHEREAS, the City desires to approve the preparation of a preliminary official statement (the "Preliminary Official Statement") and to approve an underwriting syndicate in anticipation of its issuance of the Certificates; and

WHEREAS, it is hereby found and determined that the meeting at which this resolution is considered is open to the public as required by law, and public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code; NOW, THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

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

Section 2. The City Secretary is hereby authorized and directed to cause to be published in the manner required by law and in substantially the form attached hereto as Exhibit A, a notice of the City's intention to issue the Certificates (the "Notice").

Section 3. The Notice shall be published once a week for two (2) consecutive weeks in a newspaper which is of general circulation in the City, the date of the first publication to be at least thirty-one (31) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates.

Section 4. The City hereby authorizes the preparation and distribution of a Preliminary Official Statement relating to the Certificates and authorizes the City Manager or Assistant City Manager to deem "final" such Preliminary Official Statement within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934.

Section 5. The City's financial advisor, Hutchinson, Shockey, Erley & Co., bond counsel, Bracewell LLP, and disclosure counsel, Hunton Andrews Kurth LLP, are authorized and directed to proceed with the necessary arrangements for the sale of the Certificates, including the preparation of a Preliminary Official Statement in coordination with the Underwriters designated in Section 6 hereof.

Section 6. The City hereby approves an underwriting syndicate consisting of Estrada Hinojosa & Company, Inc. (as book runner), SAMCO Capital Markets Inc. and Piper Jaffray & Co. (collectively, the "Underwriters").

Section 7. The Mayor, City Manager, Deputy City Manager, Director of Finance, City Secretary, and other officers and agents of the City are hereby authorized and directed to do any and all things necessary or desirable to carry out the provisions of this resolution.

Section 8. This resolution shall take effect immediately upon its passage.

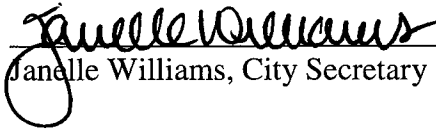
Section 9. The notice and agenda relating to this meeting and heretofore posted by the City Secretary, and the posting thereof, are hereby authorized, approved, and ratified.

[Execution Page to Follow]

PASSED AND APPROVED this 13th day of December, 2018.


James D. Yarbrough, Mayor

ATTEST:


Janelle Williams, City Secretary



APPROVED AS TO FORM:

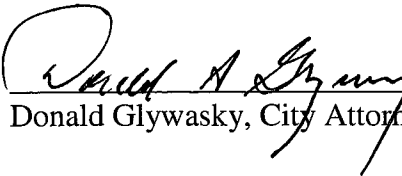

Donald Glywasky, City Attorney

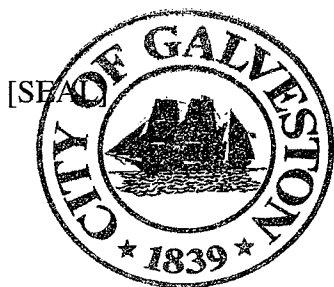
EXHIBIT A

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Galveston, Texas (the "City"), will meet at City Hall, 823 Rosenberg, Galveston, Texas 77553 at 1:15 p.m. on January 24, 2019, which is the time and place tentatively set for the passage of an ordinance and such other action as may be deemed necessary to authorize the issuance of the City's certificates of obligation, in the maximum aggregate principal amount not to exceed \$35,000,000, payable from ad valorem taxes and from a limited pledge of a subordinate lien on the net revenues of the City's utility system, bearing interest at any rate or rates not to exceed the maximum interest rate now or hereafter authorized by law, as shall be determined within the discretion of the City Council of the City at the time of issuance of the certificates of obligation, and maturing over a period not to exceed forty years from the date of issuance, for the purposes of evidencing the indebtedness of the City for all or any part of the costs of the (a) construction of any public work, the purchase of materials, supplies, equipment, machinery, buildings, land and rights-of-way for authorized needs and purposes, or payment of professional services related to such projects, to wit: acquisition, construction and installation of certain improvements to the City's waterworks and sanitary sewer system and (b) payment of costs of issuance for such series of certificates of obligation and other professional services related to the purposes herein.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, this 13th day of December, 2018.

Janelle Williams
City Secretary
City of Galveston, Texas



CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
COUNTY OF GALVESTON §
CITY OF GALVESTON §

I, the undersigned officer of the City Council of the City of Galveston, Texas, hereby certify as follows:

1. The City Council of the City of Galveston, Texas, convened in a regular meeting on the 13th day of December, at the regular meeting place thereof, within said City, and the roll was called of the duly constituted officers and members of said City Council, to wit:

James D. Yarbrough	Mayor
Amy Carmen Bly	Council Member, District 1
Craig Brown	Council Member, District 2
David Collins	Council Member, District 3
Jason Hardcastle	Council Member, District 4
John Paul Listowski	Council Member, District 5
Jackie Cole	Council Member, District 6

and all of said persons were present, except the following absentee(s): N/A, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

RESOLUTION NO. 18-056

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; APPROVING THE PREPARATION OF A PRELIMINARY OFFICIAL STATEMENT AND NOTICE OF SALE; AND APPROVING OTHER MATTERS INCIDENTAL THERETO

was duly introduced for the consideration of said City Council and read in full. It was then duly moved and seconded that said resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said resolution, prevailed and carried by the following vote:

7 Member(s) of City Council shown present voted "Aye".

0 Member(s) of City Council shown present above voted "No".

2. A true, full and correct copy of the aforesaid resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said resolution has been duly recorded in said City Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said meeting pertaining to the adoption of said resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED this 13th day of December, 2018.



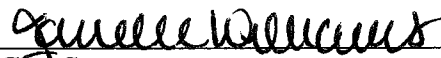


City Secretary
City of Galveston, Texas

2. A true, full and correct copy of the aforesaid resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said resolution has been duly recorded in said City Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said meeting pertaining to the adoption of said resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED this 13th day of December, 2018.





City Secretary
City of Galveston, Texas

2. A true, full and correct copy of the aforesaid resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said resolution has been duly recorded in said City Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said meeting pertaining to the adoption of said resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED this 13th day of December, 2018.

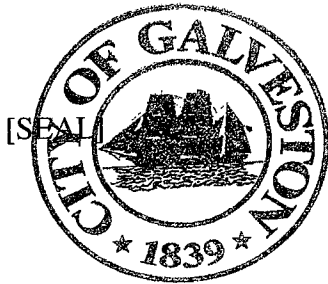




City Secretary
City of Galveston, Texas

2. A true, full and correct copy of the aforesaid resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said resolution has been duly recorded in said City Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said meeting pertaining to the adoption of said resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED this 13th day of December, 2018.



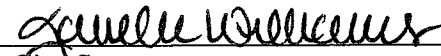


City Secretary
City of Galveston, Texas

2. A true, full and correct copy of the aforesaid resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said resolution has been duly recorded in said City Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said meeting pertaining to the adoption of said resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED this 13th day of December, 2018.





City Secretary
City of Galveston, Texas

(Please attach newspaper clipping here
and not above this line.)

AFFIDAVIT OF PUBLICATION

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day, personally appeared Leonard Woolsey, (Editor/Publisher), of THE GALVESTON COUNTY DAILY NEWS, who being by me duly sworn, upon oath, deposes and says:

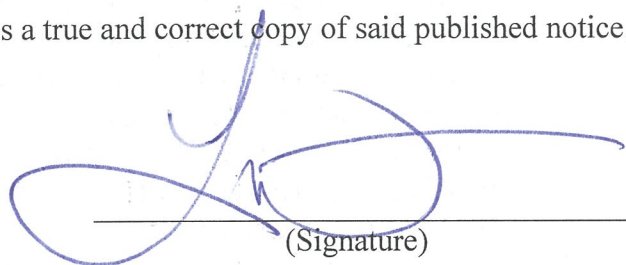
The attached clipping (in English and Spanish) of a NOTICE OF BOND ELECTION was published in THE GALVESTON COUNTY DAILY NEWS, a newspaper meeting the requirements of Section 2051.044, Government Code, which are:

- (1) devotes not less than twenty-five per cent (25%) of its total column lineage to the carrying of items of general interest,
- (2) is published not less frequently than once each week,
- (3) is entered as second-class postal matter in the county where published, and
- (4) has been published regularly and continuously for not less than twelve (12) months prior to the making of the attached publication,

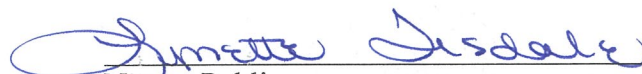
published in the English and Spanish languages in Galveston County, Texas, and of general circulation in the City of Galveston, Texas, on the same day in each of two successive weeks, in the issues of:

December 20, 2018; and
December 27, 2018.

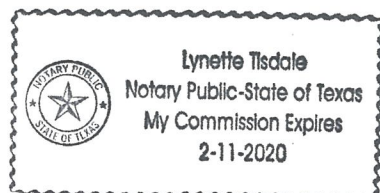
and the attached newspaper clipping is a true and correct copy of said published notice.


(Signature)

SWORN AND SUBSCRIBED TO ME, this 27th day of December, 2018.


Notary Public
State of Texas

(NOTARY SEAL)





Angeline Burton

Angeline Burton, 62, of Texas City, Texas passed away on Saturday, December 15, 2018. Angeline was born to Adeline and Rufus Burton. Angeline was raised Catholic and attended Holy Rosary Catholic and attended Holy Rosary Catholic school and church. Angeline retired from UTMB as a nursing assistant/phlebotomist. Angeline is preceded in death by her mother Adeline Burton, beloved daughter Lisa Burton, brother Rufus Earl Burton, and sister Alfreda Stinson and special love

Eugene Washington. Angeline is survived by daughter Adrienne Burton, grandchildren Anthony, Adeline, Brittany, Damon and Allen Burton. Great-Grandchildren Kenneth, Ama-ya and Angel Burton, nephew Rufus Earl Burton Jr. and a host of family and friends. There will be a public visitation held on Saturday, December 22, 2018 at 10 a.m. with the funeral mass to begin promptly at 12 p.m. Services will be held at Holy Rosary Catholic Church, 1420 31st, Galveston Texas 77550. Burial to Follow at Lakeview Cemetery. All Memorial Tributes may be sent to Bay Area Funeral Directors, 5410 FM 1765, Texas City, Texas 77591. 409-933-4300 www.bayareafuneraldirectors.com



Charlie Douglas “C.D.” Washington

The family of Charlie Douglas “C.D.” Washington invites our family and friends to join us as we celebrate the life of our beloved father and grandfather. A Life Celebration

service will be held Saturday, December 22, 2018, at Fields-Johnson Family Mortuary with visitation beginning at 9 A.M. followed by service at 11:00 A.M. with Rev. Roderick Reeves, Sr. officiating. Burial will be held Wednesday December 26th in the Houston National Cemetery. He leaves precious memories with his son, daughter, grandchildren, and a host of nieces, nephews, extended family and friends. See his full obit and send condolences at www.fieldsjohnson.com



Gilbert Wayne Vasquez

GALVESTON—Gilbert Wayne Vasquez, age 31, of Texas City died Monday December 17 2018 at Jennie Sealy Hospital in Galveston. Funeral services are 7:00 p.m. Friday, December 21, 2018 at Carnes Brothers Funeral Home in Galveston. Visitation will be held beginning at 6:00 p.m. at the funeral home. www.carnesbrothers.com Born February 15, 1987 in Galveston, Texas, Gilbert was a 2005 graduate of Ball High School and was employed with

ADM-Grain in Galveston. He enjoyed working around the house building things and working on anything mechanical. He was a very giving person and always willing to help anyone who needed a hand. He loved his family and especially his wife and kids. He loved to fish and was a faithful catholic all his life. Survivors include his wife Sandra Cecilia Vasquez; daughter, Abigail Elizabeth Vasquez; sons, Andrew Nathan Altamirano, Adrian Richard Vasquez and Adam Alexander Vasquez; mother, Rose Mary Lopez; father, John Richard “Bobby” Vasquez, Sr.; grandfather, John Wayne; sister, Vanessa Renee Lopez; brothers John Richard Vasquez, Jr. and Michael Medina.



Linda Bolton

Memorial Services for Linda Bolton, 72, of Lufkin will be held Friday, December 21, 2018 at 11:00 a.m. at Gipson Funeral Home Chapel with Bro. Horace Fletcher officiating. Mrs. Bolton was born January 15, 1946 in Austin, TX to James Henry Angell and Norma Willingham and passed away Sunday, December 16, 2018 in Lufkin. Survivors include her son, Michael Bolton of Galveston; sister and brother-in-law, Kay Turner and Marion of Kilgore; brother and sister-in-law, Richard Sturkie and Janice of Hempstead; brother and sister-in-law, Gary

Angell and Martha of Bryan; brother and sister-in-law, Steve Angell and Cheryl of Houston; sister and brother-in-law, Tammy Thompson and Russell of Sherman; mom, Norma Sturkie of Palestine. Mrs. Bolton is preceded in death by her husband of 47 years Claud, her father James Henry Angell and daughter, Terrie Bolton. Condolences may be offered at www.gipsonfuneralhome.com Services have been placed in the trust of Gipson Funeral Home.



Annie L. “Bay” Gilbert

The family of Annie L. “Bay” Gilbert invites our family and friends to join us as we celebrate the life of our beloved mother, grandmother, sister, aunt and friend. Services will be held Saturday, December 22, 2018, at Gtr. St Matthews

Baptist Church, 6333 Hwy 6, Hitchcock, TX, with visitation beginning at 9:00 A.M. followed by service at 10:00 A.M. with Pastor William L Randall, Jr., officiating. Burial will follow at Grace Memorial Park Cemetery in Hitchcock, TX. Annie is survived by her five children, 20 grandchildren, 18 great grandchildren, three sisters; brother and host of nieces, nephews, extended family and friends. See her full obit and send condolences at www.fieldsjohnson.com



L. A. Holmes, Sr.

Mr. L. A. Holmes, Sr., 94, of La Marque passed away December 15, 2018. A wake will be held on Friday December 21, 2018 from 6:00 P.M.

-8:00 P.M. at Mainland Funeral Home, 2711 Texas Ave., La Marque. Homegoing services will be held Saturday December 22, 2018 at Greater Bell Zion MBC, 5917 Carver Ave. in La Marque. The viewing begins at 10:00 A.M., followed by the funeral service at 11:00 A.M., officiated by Pastor Jerry B. Lee, Jr. He shall peacefully rest in Hayes Grace Memorial Park in Hitchcock.



C L A S S I F I E D S

006 Legal Notices

NOTICE OF PUBLIC HEARING OF THE CITY OF LA MARQUE, TEXAS TO CONSIDER THE DISSOLUTION OF THE PUBLIC IMPROVEMENT DISTRICT NO. 3 (PARK MEADOWS). NOTICE IS HEREBY GIVEN THAT the City Council (the "City Council") of the City of La Marque, Texas (the "City"), pursuant to Chapter 372 of the Texas Local Government Code, as amended (the "Act"), will hold a public hearing at 6:00 p.m. on January 14, 2019, in the City Council Chambers, located at 1109-B Bayou Road, La Marque, Texas 77568, for the purpose of considering the dissolution of the La Marque Public Improvement District No. Three (Park Meadows) (the "PID"). located within the corporate limits of the City.

In accordance with the Act, the City Council has received a petition (the "PID Dissolution Petition") that requests the dissolution of the PID from Trails at Woodhaven Lakes Ltd., as the owner of more than 50% of the real property within the PID by area and by appraised value. The PID was created by Resolution No. 1035, approved by the City Council on April 24, 2006. The PID Dissolution Petition and the legal description of the property included in the PID are on file and open for public inspection in the office of the City Clerk at La Marque City Hall, 1111 Bayou Road, La Marque, Texas 77568.

General Nature of the Authorized Improvements. The PID was created to finance the following public improvements (collectively, the "Authorized Improvements"): construction of water distribution and wastewater collection lines, stormwater drainage facilities, a park, certain paving items, the payment of stormwater detention impact fees, financing costs (including reserve funds, interest and cost of issuance), and establishment, administration and operation costs of the PID. These Authorized Improvements promoted the interests of the City and conferred a special benefit upon the property within the PID.

Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment, administration, and operation of the PID was \$4,142,617.

Method of Assessment. The City proposed to levy assessments on each parcel within the PID in a manner that resulted in imposing equal shares of the costs on property similarly benefited. No assessments have been levied by the City on property within the PID.

Apportionment of Cost between the PID and the City. The City was not obligated to provide any funds to finance the Authorized Improvements, except for assessments levied on real property within the PID. All of the costs of the Authorized Improvements were to be paid from assessments and from other sources of funds, if any, available to the Petitioner. No assessments have been levied by the City on property within the PID.

PID Boundaries. The PID included approximately 82.01 acres of land generally located south of Texas Avenue and west of Delaney Road in the City of La Marque, Texas. A metes and bounds description is available for inspection at the offices of the City Clerk at the location described above.

All interested persons are invited to attend such public hearing to express their views with respect to the dissolution of the PID.

This Notice of Public Hearing is given and the public hearing is being held pursuant to the requirements of the Act.

Robin Eldridge
La Marque City Clerk

Published: December 20, 2018
00465096

SUBSCRIBE TODAY!
409-683-5301

001-009
PUBLIC NOTICES

006 Legal Notices

NOTICE TO CREDITORS

Notice is hereby given that original Letters Testamentary for the Estate of Ivy Jean Pappas, deceased, were issued on November 29, 2018, in Cause No. PR-0079117, pending in the Probate Court of Galveston County, Texas, to: James T. Pappas and Don P. Pappas.

All persons having claims against this Estate which is currently being administered are required to present them to the undersigned within the time and in the manner prescribed by law.

006 Legal Notices

PUBLIC NOTICE

The U.S. Department of Commerce, Economic Development Administration (EDA) is considering a request for Federal assistance from the Dickinson Economic Development Corporation to construct a Dickinson Gulf Coast Public Market-2018-EDA in Dickinson, Galveston County, Texas. Pursuant to the National Environmental Policy Act (NEPA) and the National Historic Preservation Act (NHPA), EDA is conducting an assessment of the potential of the proposed project to affect the environment and/or historic properties. Notice is hereby given that the project is proposed to be located in, or may affect, a floodplain and/or wetland as defined by Executive Order (EO) 11988 and/or EO 11990

The project involves constructing an indoor and outdoor, year-round market that will create over 30,000 square feet of new retail space that includes new sit down restaurants, stalls and carts of fresh and prepared foods, stores of local artisans and a new community meeting room and kitchen. The project will be located at 4510 State Hwy 3, Dickinson, Texas. Project information is available for review at the Dickinson Economic Development Corporation, 218 FM 517 W, Dickinson, Texas 77539-4009 and 281-337-0466.

If you have any information regarding potential impacts to historic properties or environmental resources including wetlands or floodplains associated with this proposed project please provide it in writing to:

Regional Environmental Officer
Department of Commerce
Economic Development Administration
903 San Jacinto Blvd., Suite 206
Austin, Texas 78701

Comments received in the EDA Regional Office by 5:00 pm eastern on 1/22/18 or 30 days after the third day of publication of this notice, whichever is later. If the newspaper is not a daily, please contact the Regional Environmental Officer prior to publication to determine the deadline for comments will be considered. A copy of the NEPA/NHPA decisional document will be available upon request at the above EDA Regional Office.

Published: January 20, 21, 22, 2018
00465094

006 Legal Notices

c/o: Sandra Perez Ard
Attorney at Law
4211 Video Street
Dickinson, TX 77539

DATED the 19th day of December, 2018.

Sandra Perez Ard
Attorney for James T. Pappas and Don P. Pappas
State Bar No.: 24027340
4211 Video Street
Dickinson, TX 77539
Telephone: (713) 429-0218
Facsimile: (713) 429-0397
E m a i l :
Sandy@Ardlawfirm.com

Published: December 20, 2018
00465081

100-199
FINANCIAL SERVICES

200-299
RENTALS

PUBLISHER'S NOTICE

All real estate advertising in this newspaper is subject to the Fair Housing Act which makes it illegal to advertise "any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin, or an intention, to make any such preference, limitation or discrimination." Familial status includes children under the age of 18.

This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis. To complain of discrimination call HUD toll-free at 1-800-669-9777. The toll-free telephone number for the hearing impaired is 1-800-927-9275.

EQUAL HOUSING OPPORTUNITY

006 Legal Notices

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Galveston, Texas (the "City"), will meet at City Hall, 823 Rosenberg, Galveston, Texas 77553 at 1:15 p.m. on January 24, 2019, which is the time and place tentatively set for the passage of an ordinance and such other action as may be deemed necessary to authorize the issuance of the City's certificates of obligation, in the maximum aggregate principal amount not to exceed \$35,000,000, payable from ad valorem taxes and from a limited pledge of a subordinate lien on the net revenues of the City's utility system, bearing interest at any rate or rates not to exceed the maximum interest rate now or hereafter authorized by law, as shall be determined within the discretion of the City Council of the City at the time of issuance of the certificates of obligation, and maturing over a period not to exceed forty years from the date of issuance, for the purposes of evidencing the indebtedness of the City for all or any part of the costs of the (a) construction of any public work, the purchase of materials, supplies, equipment, machinery, buildings, land and rights-of-way for authorized needs and purposes, or payment of professional services related to such projects, to wit: acquisition, construction and installation of certain improvements to the City's waterworks and sanitary sewer system and (b) payment of costs of insurance for such series of certificates of obligation and other professional services related to the purposes herein.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, this 13th day of December, 2018.

Janelle Williams
City Secretary
City of Galveston, Texas

Published: December 20, 27, 2018
00465004

203 Furnished Rooms Galveston

Starts \$190/wk or \$590/mo
Bills paid, cable TV
church/20th 409-771-1383

204 Apartments For Rent Unfurnished Galveston

1614 MARKET ST #4
GALVESTON
1-BR 1-1/2 BATH,
WATER/TRASH-PAID
LEASE \$800 DEPOSIT \$800
PETS CASE BY CASE BASIS
Call Denny Dunlap
409-225-8800

711 27th & Winnie
2/1 - Sec. 8 ok
\$650/mo - \$250/dep
409-515-0682

Utilities Paid!

•Gulf and Pool views
•Assigned Cov. Parking
•Laundry Facilities
•Door to Door
Trash pick up
Call now for our specials
Fort Crockett Apts.
4800 Seawall Blvd.
(409)762-4800

The Daily News.
CLASSIFIEDS
Your Ad
HERE

208 House For Rent-Galveston

Walk to Beach 2415 43rd
Remodeled 2/1,
CH/A, Lawn care pd.
\$1200/mo + \$1,000/dep
Background Ck w/good
rental history req'd.
No Sec. 8 - 832-873-6529

Graber Family
Partnership
1620 Bayou Homes. 2/1.
\$1000
4505 Q 1/2. 1/1. \$850
4904 Fannin. 3/2. \$1500
113 Pompano. 3/1. \$1400
1615 M 1/2 #4. 2/1. \$1000
4416 O 1/2. 1/1. \$850
4302 O #1. 1/1. \$950
2501 45th. 2/1 - \$850
Tenant Pays Utilities
(409) 740-1234

008 Bids & Proposals

NOTICE TO BIDDERS

Texas City Economic Development Corporation is requesting bids for the Asbestos Abatement/ Demolition of Two Vacant Motel Properties located at 1602 Texas Avenue and 626 2nd Avenue North in Texas City, Texas 77590.

A mandatory pre-bid conference commencing at 1602 Texas Avenue will be held at 9:00 A.M., Central Standard Time, December 27, 2018 followed immediately by the pre-bid conference at 626 2nd Avenue North (former Bay Motel).

Sealed bids will be received until 2:00 P.M., Central Standard Time, Wednesday, January 9, 2019 and will be publicly opened and read aloud in the City Hall Conference Room at that time.

Bids must be sealed, marked * BID # 2018-359 ABATEMENT/DEMOLITION OF 1602 TEXAS AVENUE AND 626 2ND AVENUE NORTH, TEXAS CITY, TEXAS * and delivered to:

Texas City Economic Development Corporation
c/o Purchasing Department
1801 - 9th Avenue North
Texas City, Texas 77590

Bid documents can be secured after December 17, 2018 from the Purchasing Department by visiting City Hall, 1801 - 9th Avenue North, Texas City, or by calling (409) 916-2383. Bid Documents will also be made available at the pre-bid conference or by contacting ASE Services at (409) 963-2731. No taxes are to be included in the bid as the Texas City Economic Development Corporation is exempt from the payment thereof.

Bid security in the amount of five percent (5%) of the total bid for each project will be required to accompany the bids. A one hundred (100%) Performance and Payment Bond will be required with award of each contract if exceeding \$50,000.00. The Texas City Economic Development Corporation reserves the right to waive any minor informality or irregularity, issue separate contracts for each location and to reject any or all bids and to accept the bid or bids, which, in its opinion, is most advantageous to the Texas City Economic Development Corporation.

Debbie Gurka
Purchasing Coordinator

Published: December 13, 20, 2018
00464700

Your Local
NEWSPAPER
Subscribe Today!
409-683-5260 | www.galvnews.com

240 House For Rent-Mainland

1009 Roosevelt - LM
NICE 3/2. \$1250mo
Appls incl. NO Pets, big
yard. 409-739-1106

616 22nd Ave N - TC
Large 3 1/2/1. W/D conns.,
appls incl. \$1150/mo.
281-216-3281

7207 Williams St.
Hitchcock, 3/2, LR, Kit,
W/D Conn, CA/Heat,
\$1,100mo + \$550 Dep
Sec 8 Ok 713-408-2411

7211 Williams -2/1
Hitchcock, CA/H, W/D
Connec., Frig/Stove
\$800 mo + \$400 dep
(713)408-2411

300-399
REAL ESTATE

350 Houses For Sale-Mainland

ETHEREDGE
REAL ESTATE

3206 Palmer Hwy
Texas City, TX 77590
409-948-1788
etheredgerealestate.com

MOVE IN READY
Beautiful 3/2/2. Open living,
island kitchen, must see patio & yard, split
Bdrm plan. \$249,000

BIG BIG BIG HOME!
5 Bdrm, 3 bath, 2 car.
Formal, den and more!
\$233,300

VACATION
SPECIAL HOME!
Or rental. Galveston Island, 2/1, CH/CA, granite in kitchen, eating bar. All furnishings stay. \$169,950

QUIET AREA
Huge oaks on bayou, perfect 3/2/2. Must see custom interior, WOW patio, pvt study & more, \$259,000

COMMERCIAL
LEASE SPACE
1200 SqFt, formal testing lab, fenced yard & storage building. \$750/month

CLASSIFIED

Contact **Classified Sales**, 409-683-5301

CELEBRATING  176 YEARS

Thursday, December 27, 2018 | The Daily News | B8

Business Hours Monday to Friday 8 a.m. to 5 p.m. Saturday/Sunday Closed. **Locations** 1 8522 Teichman Road, Galveston, Texas 77553 / 7800 E.F. Lowry Expressway, Texas City, Texas 77591

PRIVATE PARTY — SELL YOUR STUFF!

5 LINES FOR
15 DAYS \$30

Private party rates: Rates for individuals selling personally owned items such as cars, boats, household merchandise, appliances, stereos, etc. No refunds for early cancellation. No copy changes allowed. These rates do not apply to items running under commercial classifications. *Sold or 45 days, whichever comes first (excludes Pets, Private Party Real Estate)

5 LINES FOR
30 DAYS \$40

5 LINES FOR
RUN UNTIL SELLS* (45 DAY LIMIT) \$50

GARAGE SALES

4 LINES FOR
2 DAYS

\$23⁵⁰

FREE Garage Sale Kit
(While Supplies Last)

PERSONAL REAL ESTATE & PETS

5 LINES FOR
5 DAYS

\$30

5 LINES FOR
10 DAYS

\$40

The SINGLE SELLER

3 LINES FOR
10 DAYS FREE

Private Party- One Item Under \$300
*See Coupon in Monday's Paper for Details.
NO PHONE CALLS PLEASE!

**001-009
PUBLIC NOTICES**
**200-299
RENTALS**
**400-499
EMPLOYMENT**
**580-599
GARAGE SALES**
**700-732
RECREATIONAL VEHICLES**

**100-199
FINANCIAL SERVICES**
**300-399
REAL ESTATE**
**500-579
MERCHANDISE**
**600-699
PETS & LIVESTOCK**
**734-799
TRANSPORTATION**

Policies

The Daily News reserves the right to correctly classify, revise and edit all copy, or to reject or cancel any ad at any time. Ad acceptance is subject to credit approval. We are not liable for photos damaged or misplaced.

Notice to Advertisers

Your advertisement is subject to approval by the management. The Daily News reserves the absolute right, at its discretion, to edit or reject any ad and classify ads under appropriate headings. If your ad is rejected, any deposit will be refunded. Only standard abbreviations are accepted. Copy changes may constitute a new ad

with new charges. Some classifications require advance payment.

Errors

The News shall not be liable for errors, omissions, or the failure to publish any ad. Liability for errors shall not exceed the cost of the space occupied by such error. Notice of typographical or other errors must be given

before the second insertion for claims or refunds or extension cannot be recognized.

The Daily News is not responsible for incorrect ads after the first day of publication. The rates are for private party (individuals) only. These rates do not

apply to businesses. Restrictions may apply.

Free Ads

Items running under the Classifications 602 "Pets - Giveaway" and 020 "Lost and Found" will run at no charge for 7 days, so long as ad size is limited to 3 lines.

Composing an effective ad

- Start your ad with the merchandise you are selling. Starting with the merchandise makes it easier for the reader to locate your item(s) for sale. For example, when placing an automobile ad, always begin with the make, then model and year.

- Always include the price of the item you are selling. 52% of classified readers do not respond to ads that do not include a price.

- Keep abbreviations to a minimum. Make it easy for readers to understand.

- Place yourself in the reader's position. Ask what you would like to know about the merchandise for sale. Include information such as brand names, colors and other specific descriptions.

001 Announcements



**001-009
PUBLIC NOTICES**

006 Legal Notices

**CITY OF LA MARQUE
BUILDING STANDARDS
COMMISSION
PUBLIC HEARING NOTICE-
CORRECTION**

Notice is hereby given that the Building and Standards Commission of the City of La Marque, Texas will hold a Public Hearing on **Tuesday, January 08, 2019 6:00 p.m.** in the Council Chambers located at 1109-B Bayou Road, La Marque, TX regarding properties declaring to be Substandard and Ordering Remedies. Provided by Texas Local Government Code, Chapter 54, § C. Quasi - Judicial Enforcement of Health and Safety Ordinance, through the City Ordinance Chapter 14, Section 280

1. Address: 310 MLK Jr, La Marque, Texas 77568
2. Address: 1808 Rosalee, La Marque, Texas 77568
3. Address: 2006 Kansas, La Marque, Texas 77568
4. Address: 2201 Howell, La Marque, Texas 77568

For further information please contact Kathleen VanStavern, Code Compliance Supervisor at 409.938.9246/9202.

Robin Eldridge, TRMC
City Clerk
City of La Marque

Published: December 27, 2018
00465299



**100-199
FINANCIAL SERVICES**



**200-299
RENTALS**

**TO ADVERTISE
CALL
409-683-5301
The Daily News.**

006 Legal Notices

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Galveston, Texas (the "City"), will meet at City Hall, 823 Rosenberg, Galveston, Texas 77553 at 1:15 p.m. on January 24, 2019, which is the time and place tentatively set for the passage of an ordinance and such other action as may be deemed necessary to authorize the issuance of the City's certificates of obligation, in the maximum aggregate principal amount not to exceed \$35,000,000, payable from ad valorem taxes and from a limited pledge of a subordinate lien on the net revenues of the City's utility system, bearing interest at any rate or rates not to exceed the maximum interest rate now or hereafter authorized by law, as shall be determined within the discretion of the City Council of the City at the time of issuance of the certificates of obligation, and maturing over a period not to exceed forty years from the date of issuance, for the purposes of evidencing the indebtedness of the City for all or any part of the costs of the (a) construction of any public work, the purchase of materials, supplies, equipment, machinery, buildings, land and rights-of-way for authorized needs and purposes, or payment of professional services related to such projects, to wit: acquisition, construction and installation of certain improvements to the City's waterworks and sanitary sewer system and (b) payment of costs of issuance for such series of certificates of obligation and other professional services related to the purposes herein.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, this 13th day of December, 2018.

Janelle Williams
City Secretary
City of Galveston, Texas



Published: December 20, 27, 2018
00465004

210 Condos/ Townhouse For Rent - Galveston

**Across from Beach
w/Ocean View
Month to month
rentals.
No Lease required.
Victorian Condos.
Call 409-744-5900.**

240 House For Rent- Mainland

**✓ NEW TODAY ✓
2107 6th Ave N - TC
3/1/2. CH/A. W/D conns.,
\$1000/mo + dep.
281-216-3281**

✓ NEW TODAY ✓ 3007 Taylor -LM 2/2

Appliances. CH/A
W/D Connection
\$875mo + \$425Dep
409-599-9379



**300-399
REAL ESTATE**

204 Apartments For Rent Unfurnished Galveston

**✓ NEW TODAY ✓
2/1 (up) - MID-TOWN
Hardwood fl, LG Kitchen
\$850mo + Dep
Water paid 409-996-7933**

711 27th & Winnie

2/1 - Sec. 8 ok.
\$650/mo - \$250/dep
409-515-0682

Utilities Paid!

- Gulf and Pool views
- Assigned Cov. Parking
- Laundry Facilities
- Door to Door Trash pick up

Call now for our specials
**Fort Crockett Apts.
4800 Seawall Blvd.
(409)762-4800**

208 House For Rent- Galveston

**Graber Family
Partnership
1620 Bayou Homes, 2/1,
\$1000
4505 Q 1/2, 1/1, \$850
113 Pompano, 3/1, \$1400
1615 M 1/2 #4, 2/1, \$1000
4416 O 1/2, 1/1, \$850
4302 O #1, 1/1, \$950
2501 45th, 2/1 - \$850
Tenant Pays Utilities
(409) 740-1234**

208 House For Rent- Galveston

**Graber Family
Partnership
1620 Bayou Homes, 2/1,
\$1000
4505 Q 1/2, 1/1, \$850
113 Pompano, 3/1, \$1400
1615 M 1/2 #4, 2/1, \$1000
4416 O 1/2, 1/1, \$850
4302 O #1, 1/1, \$950
2501 45th, 2/1 - \$850
Tenant Pays Utilities
(409) 740-1234**

208 House For Rent- Galveston

**Graber Family
Partnership
1620 Bayou Homes, 2/1,
\$1000
4505 Q 1/2, 1/1, \$850
113 Pompano, 3/1, \$1400
1615 M 1/2 #4, 2/1, \$1000
4416 O 1/2, 1/1, \$850
4302 O #1, 1/1, \$950
2501 45th, 2/1 - \$850
Tenant Pays Utilities
(409) 740-1234**

208 House For Rent- Galveston

**Graber Family
Partnership
1620 Bayou Homes, 2/1,
\$1000
4505 Q 1/2, 1/1, \$850
113 Pompano, 3/1, \$1400
1615 M 1/2 #4, 2/1, \$1000
4416 O 1/2, 1/1, \$850
4302 O #1, 1/1, \$950
2501 45th, 2/1 - \$850
Tenant Pays Utilities
(409) 740-1234**

208 House For Rent- Galveston

**Graber Family
Partnership
1620 Bayou Homes, 2/1,
\$1000
4505 Q 1/2, 1/1, \$850
113 Pompano, 3/1, \$1400
1615 M 1/2 #4, 2/1, \$1000
4416 O 1/2, 1/1, \$850
4302 O #1, 1/1, \$950
2501 45th, 2/1 - \$850
Tenant Pays Utilities
(409) 740-1234**

208 House For Rent- Galveston

**Graber Family
Partnership
1620 Bayou Homes, 2/1,
\$1000
4505 Q 1/2, 1/1, \$850
113 Pompano, 3/1, \$1400
1615 M 1/2 #4, 2/1, \$1000
4416 O 1/2, 1/1, \$850
4302 O #1, 1/1, \$950
2501 45th, 2/1 - \$850
Tenant Pays Utilities
(409) 740-1234**

208 House For Rent- Galveston

**Graber Family
Partnership
1620 Bayou Homes, 2/1,
\$1000
4505 Q 1/2, 1/1, \$850
113 Pompano, 3/1, \$1400
1615 M 1/2 #4, 2/1, \$1000
4416 O 1/2, 1/1, \$850
4302 O #1, 1/1, \$950
2501 45th, 2/1 - \$850
Tenant Pays Utilities
(409) 740-1234**

208 House For Rent- Galveston

**Graber Family
Partnership
1620 Bayou Homes, 2/1,
\$1000
4505 Q 1/2, 1/1, \$850
113 Pompano, 3/1, \$1400
1615 M 1/2 #4, 2/1, \$1000
4416 O 1/2, 1/1, \$850
4302 O #1, 1/1, \$950
2501 45th, 2/1 - \$850
Tenant Pays Utilities
(409) 740-1234**

208 House For Rent- Galveston

**Graber Family
Partnership
1620 Bayou Homes, 2/1,
\$1000
4505 Q 1/2, 1/1, \$850
113 Pompano, 3/1, \$1400
1615 M 1/2 #4, 2/1, \$1000
4416 O 1/2, 1/1, \$850
4302 O #1, 1/1, \$950
2501 45th, 2/1 - \$850
Tenant Pays Utilities
(409) 740-1234**

350 Houses For Sale- Mainland

Wyatt
has been in it
**...a family affair
since 1941**

409-945-4424

**TEXAS CITY
This One Won't Last!**
This home features
3bdrm, 2 bath plus pool
in Cul-de-sac.
Call for details
\$209,000

JUST LISTED! Mainland Park

3/2/2- custom built home
on corner lot-frpl/Jenn-
Aire Appl.
\$215,000

LaMarque Painted Meadows

Exceptional 4/2.5/2
home centrally located.
SF ISD
\$235,000

TIKI ISLAND Invest in Leisure

Canal front home
Gorgeous views
Deck/Boathouse
3/2/2
\$350,000

SANTA FE New Listing

A Welcome Escape from
the City Bustle
large 3bdrm - 2 master
suites, 3bath-3
Car garage on 1/2 acre
Pool & large patio
\$359,000

NEW LISTING! Jamaica Beach/Galv

2/1/1 + bonus rm & half
bath downstr/fresh paint-
solar screens
\$282,000

**Talk to Us about New
Home construction op-
portunities & Special
Financing Plans**

BAYTOWN PRICED REDUCED

End of the Road
If you're looking for pri-
vacy, this 4/2.5/2 is
nestled in a cul-de-sac
Master suite 1st floor
\$180,000

.....
Wyattrealestate.net
David Wyatt, Broker

The Daily News.

CLASSIFIEDS

**Your Ad
HERE**

018 Announcements

EVERY 10 DAYS • SELL

**1 ITEM
FREE**

Individuals with Single Item ads only,
3 Lines, 10 Days, additional lines \$1 each

ONE ITEM PER COUPON

This Coupon is good for One (1) item listed at a single price
selling for \$500 or less. 3 lines, 10 days, additional lines \$1 each.*
(Approx. 21-25 characters to a line, include all spaces)

Name: _____
Phone: _____
Address: _____
City, State, Zip: _____
Ad Copy: _____

NO PHONE CALLS

Mail or Deliver to: The Galveston County Daily News,
7800 Emmett F., Lowry Expressway, Texas City, Texas 77591
Fax: (409) 683-5344
Email: jawnna.dunn@galvnews.com

Coupon must be submitted in complete and readable format.
Ads cannot be accepted/confirmed by phone. Ads will appear as space allows.

*This program does not apply to businesses or organizations or pets for sale. Private party (indi-
viduals) only. Limit one item listed at a single price per ad. Limit 1 Free Ad Coupon (items) 10 days,
per individual. Free ads are conditionally accepted and subject to approval by management.



**400-499
EMPLOYMENT**



**500-579
MERCHANDISE**

502 Appliances

**1-409-948-9266
BUY-SELL-REPAIR**
Used, Scratch & Dented
Sanford Appliances

Black Refrig. it works. Black
Amazon Alexa-new, both
for \$270 (409)370-0208

Maytag Gas Stove
Self cleaning oven, perf.,
cond. \$200 409-925-3357

Whirlpool Electric Range
almond w/glass top-perf.
cond. \$125 281-796-1262

508 Bicycles

26" Men's 15 Speed Huff
Bike \$30 (409)939-6946

Boys Bike (6 mo. old)
\$50 (409)739-1019

516 Clothing

Leather Motorcycle
Jacket Plus 3 Helmets-All
\$195 obo (409)739-1019

528 Furniture

Toddler Bed with or with-
out mattress, No Text Msg.
\$25 Firm 409-771-6990

550 Musical Merchandise

EpiPhone Guitar \$200 &
Dean 12 String Guitar
\$300 (409)996-0395

550 Musical Merchandise

French Cajun Accordion
\$400 or Reasonable Offer
(409)948-2399

554 Buildings

Wood Building
10 x 12 \$1499
12 x 24 \$2599
**Set Up Included
832-231-8675**

564 TV/Stereo/Radio and CB

65" Smart TV
Works GOOD
\$395 (409)632-7301

566 Tools & Machinery

Tile Saw/Jig Saw \$75
Call John @ (409)526-2441

570 Misc Merchandise For Sale

Great Christmas Gift!
Rough Around the Edges
by widely published
author Carol J. Rhodes
Short stories of dysfunc-
tion, mayhem, violence &
crime. \$15.95 + tax &
postage. To order email:
rhodes.c@att.net or
call 409-359-7583

570 Misc Merchandise For Sale

12v Disney Frozen Ride-on
sleigh, 2 seater w/lites &
music \$150 409-789-7334

5-Pc Bar Set=Drink Shaker Ice Bucket, Pitcher, Etc.

New \$20 (409)632-0121

8 Gallon Stainless Steel Craftsman Shop-Vac, new

in box \$80 409-789-7982

Coach Purse- Like New Multi Color \$100

(979)221-3116

Fresh Shelled Pecans 7 Lb. Bag \$50

(832)896-8898

401 Crafts, Skills & Trades

The Galveston County Daily News
is seeking a **Full Time Experienced
Journeyman or Apprentice.**
Apprentice must be mechanically
inclined and a fast learner.

Must be able to work **nights** in a fast
paced environment.

*Paid Vacation, 401k, Insurance
Must pass a drug screen.*

Email resume to:
job777@galvnews.com

NO PHONE CALLS

The Daily News.

401 Crafts, Skills & Trades



Southwest Shipyard, L.P.

***\$3,000 Sign On Bonus
for the 1st 30 Welders**
(*Restrictions apply. Bonus available after successful completion of 6 months work.)

Flux Core Structural Welders
(Day & Night shift available)
\$16-\$19/hr.

WE OFFER A GREAT BENEFIT PACKAGE INCLUDING:
Group Medical/Dental/Life/Disability/401K
713-378-8720 or 281-860-3200
1002 Texas Clipper Rd., Galveston, TX 77554

Must be able to pass physical and drug screen.

Ratings: Moody's: "___"
Fitch: "___"

NEW ISSUE - BOOK-ENTRY-ONLY

(See "OTHER INFORMATION - RATINGS" herein)

In the opinion of Bond Counsel, under existing tax law, interest on the Certificates is excludable from gross income for federal income tax purposes and the Certificates are not "private activity bonds." See "TAX MATTERS" for a discussion of the opinion of Bond Counsel.

\$31,610,000*
CITY OF GALVESTON, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION,
SERIES 2019

Interest Accrual Date: Date of Delivery

Due: May 1, as shown on the inside cover

PAYMENT TERMS . . . Interest on the \$31,610,000* City of Galveston, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2019 (the "Certificates") will accrue from the Date of Delivery (as defined below) to the initial purchasers thereof, will be payable May 1 and November 1 of each year commencing May 1, 2019, and will be calculated on the basis of a 360-day year consisting of twelve 30-day months. The Certificates will be initially registered and delivered only to Cede & Co., the nominee of The Depository Trust Company, New York, New York ("DTC"), pursuant to the Book-Entry-Only System described herein. Beneficial ownership of the Certificates may be acquired in principal denominations of \$5,000 or integral multiples thereof. **No physical delivery of the Certificates will be made to the beneficial owners thereof.** Principal of and interest on the Certificates will be payable by the Paying Agent/Registrar (hereinafter defined) to Cede & Co., which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the beneficial owners of the Certificates (see "THE CERTIFICATES - BOOK-ENTRY-ONLY SYSTEM"). The initial Paying Agent/Registrar is The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (see "THE CERTIFICATES - PAYING AGENT/REGISTRAR").

AUTHORITY FOR ISSUANCE . . . The Certificates are issued pursuant to the Constitution and general laws of the State of Texas (the "State"), including particularly, Subchapter C of Chapter 271, Texas Local Government Code, as amended, and an ordinance adopted by the City Council of the City authorizing the issuance of the Certificates (the "Ordinance") (see "THE CERTIFICATES - AUTHORITY FOR ISSUANCE OF THE CERTIFICATES").

PURPOSE . . . Proceeds from the sale of the Certificates will be used for all or any part of the costs associated with (i) the acquisition, construction and installation of certain improvements to the City's utility system; and (ii) paying certain costs incurred in connection with the issuance of the Certificates (see "THE CERTIFICATES - SOURCES AND USES OF FUNDS").

SECURITY AND SOURCE OF PAYMENT . . . The Certificates constitute direct obligations of the City of Galveston, Texas (the "City") and are payable from a combination of (i) the proceeds of a direct and continuing ad valorem tax levied, within the limits prescribed by law, on all taxable property within the City, and (ii) a limited pledge of the surplus net revenues of the City's utility system, in an amount not to exceed \$1,000, as provided in the Ordinance (see "THE CERTIFICATES - SECURITY AND SOURCE OF PAYMENT").

OPTIONAL REDEMPTION . . . The City reserves the right, at its option, to redeem Certificates having stated maturities on and after May 1, 20__, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof, on May 1, 20__, or any date thereafter, at the par value thereof plus accrued interest to the date of redemption (see "THE CERTIFICATES - OPTIONAL REDEMPTION").

See Maturity Schedule on the inside cover page

LEGALITY . . . The Certificates are offered for delivery when, as and if issued and received by the underwriters listed below (the "Underwriters") and subject to the approving opinion of the Attorney General of Texas and the opinion of Bracewell LLP, Houston, Texas, Bond Counsel (see APPENDIX C, "FORM OF BOND COUNSEL'S OPINION"). Certain legal matters will be passed upon for the City by Hunton Andrews Kurth LLP, Houston, Texas, Disclosure Counsel, and for the Underwriters by Orrick, Herrington & Sutcliffe LLP, Houston, Texas, Counsel for the Underwriters.

DELIVERY . . . It is expected that the Certificates will be available for delivery through the facilities of DTC on _____, 2019 ("Date of Delivery").

ESTRADA HINOJOSA

PIPER JAFFRAY & CO.

SAMCO CAPITAL MARKETS

*Preliminary, subject to change.

HOU:3931188.4

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

MATURITY SCHEDULE

\$31,610,000*

CITY OF GALVESTON, TEXAS

COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019

\$ _____ Serial Certificates

Due May 1 ⁽¹⁾	Principal Amount	Interest Rate	Yield ⁽²⁾	CUSIP Number ⁽³⁾
-----------------------------	---------------------	------------------	----------------------	--------------------------------

\$ _____ Term Certificates

\$ _____ % Term Certificates Due May 1, 20__⁽¹⁾⁽⁴⁾; Priced to yield _____%⁽²⁾; CUSIP No.⁽³⁾: _____

(Interest to accrue from Date of Delivery.)

* Preliminary, subject to change.

- (1) The City reserves the right, at its option, to redeem Certificates having stated maturities on and after May 1, 20__, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof, on May 1, 20__, or any date thereafter, at the par value thereof plus accrued interest to the date of redemption.
- (2) The initial price or yield at which the Certificates are priced is established by the Underwriters and may subsequently be changed at the discretion of the Underwriters.
- (3) CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by S&P Global Market Intelligence on behalf of the American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP services. Neither the City, the Financial Advisor, nor the Underwriters are responsible for the selection or correctness of the CUSIP numbers set forth herein.
- (4) [The Term Certificates are subject to mandatory sinking fund redemption as set forth in "THE CERTIFICATES-MANDATORY REDEMPTION" herein.]

For purposes of compliance with Rule 15c2-12 of the United States Securities and Exchange Commission, as amended (“Rule 15c2-12”), and in effect on the date hereof, this document constitutes an Official Statement of the City with respect to the Certificates that has been “deemed final” by the City as of its date except for the omission of no more than the information permitted by Rule 15c2-12.

This Official Statement, when further supplemented by adding information specifying the interest rates and certain other information relating to the Certificates, shall constitute a “Final Official Statement” of the City with respect to the Certificates, as that term is defined in Rule 15c2-12.

No dealer, broker, salesman or other person has been authorized by the City or the Underwriters to give any information, or to make any representations other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by the City or the Underwriters. This Official Statement does not constitute an offer to sell Certificates in any jurisdiction to any person to whom it is unlawful to make such offer in such jurisdiction.

Certain information set forth herein has been obtained from the City and other sources which are believed to be reliable but is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by the Financial Advisor or the Underwriters. Any information and expressions of opinion herein contained are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or other matters described herein since the date hereof.

The information and expressions of opinion contained herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or other matters described.

IN CONNECTION WITH THE OFFERING OF THE CERTIFICATES, THE UNDERWRITERS MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICES OF THE CERTIFICATES AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

NONE OF THE CITY, ITS FINANCIAL ADVISOR, OR THE UNDERWRITERS MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT REGARDING THE DEPOSITORY TRUST COMPANY OR ITS BOOK-ENTRY ONLY SYSTEM.

THE CERTIFICATES ARE EXEMPT FROM REGISTRATION WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION AND CONSEQUENTLY HAVE NOT BEEN REGISTERED THEREWITH. THE REGISTRATION, QUALIFICATION, OR EXEMPTION OF THE CERTIFICATES IN ACCORDANCE WITH APPLICABLE SECURITIES LAW PROVISIONS OF THE JURISDICTIONS IN WHICH THESE SECURITIES HAVE BEEN REGISTERED, QUALIFIED, OR EXEMPTED SHOULD NOT BE REGARDED AS A RECOMMENDATION THEREOF.

The agreements of the City and others related to the Certificates are contained solely in the contracts described herein. Neither this Official Statement nor any other statement made in connection with the offer or sale of the Certificates is to be construed as constituting an agreement with the purchasers of the Certificates. INVESTORS SHOULD READ THE ENTIRE OFFICIAL STATEMENT, INCLUDING ALL APPENDICES ATTACHED HERETO, TO OBTAIN INFORMATION ESSENTIAL TO MAKING AN INFORMED INVESTMENT DECISION.

The Underwriters have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of its responsibilities to investors under federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

References to web site addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader’s convenience. Unless specified otherwise, such web sites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement.

TABLE OF CONTENTS

MATURITY SCHEDULE.....	ii	Table 11 - Condensed Statement of Operations of Waterworks System	20
OFFICIAL STATEMENT SUMMARY	v	Table 12 - Sewer Fund Statement of Revenues and Expenditures	21
Selected Financial Information	vii	Table 13 - Condensed Statement of Operations of Combined Utility System Fund.....	22
General Fund Consolidated Statement Summary	vii	Municipal Sales Tax	22
Consultants and Advisors	viii	Table 14 - Municipal Sales Tax History	23
CITY OF GALVESTON OFFICIALS And STAFF	viii	Financial Policies.....	23
Elected Officials	viii	INVESTMENTS	24
Selected Administrative Staff.....	viii	Legal Investments	24
INTRODUCTION	1	Investment Policies	25
Description of the City	1	Additional Provisions	26
THE CERTIFICATES	1	Table 15 - Current Investments.....	26
Description of the Certificates	1	TAX MATTERS	26
Authority for Issuance of the Certificates	1	Additional Federal Income Tax Considerations.....	27
Purpose.....	2	Collateral Tax Consequences.....	27
Security and Source of Payment.....	2	Tax Accounting Treatment Of Original Issue Premium Certificates	27
Tax Rate Limitation.....	2	Tax Accounting Treatment Of Original Issue Discount Certificates.....	28
Optional Redemption	2	Tax Legislative Changes.....	29
Notice of Redemption	2	CONTINUING DISCLOSURE OF INFORMATION.....	29
Book-Entry-Only System	3	Annual Reports	29
Paying Agent/Registrar	4	Event Notices.....	29
Transfer, Exchange And Registration.....	5	Limitations And Amendments	30
Record Date For Interest Payment.....	5	Compliance With Prior Undertakings.....	30
Sources and Uses of Funds.....	5	Other Information.....	31
Defeasance	5	Ratings	31
Remedies Of Holders Of The Certificates	6	Litigation	31
TAX INFORMATION	7	Registration And Qualification Of Certificates For Sale	31
Ad Valorem Tax Law	7	Legal Investments And Eligibility To Secure Public Funds In Texas.....	32
Effective Tax Rate And Rollback Tax Rate	9	Legal Matters	32
Property Assessment And Tax Payment.....	10	Authenticity Of Financial Data And Other Information	32
Penalties And Interest.....	10	Financial Advisor.....	33
City Application Of Tax Code.....	10	Audited Financial Statements	33
Tax Abatement Policy	11	Underwriting.....	33
Tax Increment Zones.....	11	Forward-Looking Statements.....	33
Table 1 - Valuation, Exemptions And General Obligation Debt.....	12	APPENDICES	
Table 2 - Taxable Assessed Valuations By Category	13	GENERAL INFORMATION REGARDING THE CITY	A
Table 3 - Valuation And General Obligation Debt History.....	14	EXCERPTS FROM THE ANNUAL FINANCIAL REPORT	B
Table 4 - Tax Rate, Levy And Collection History.....	14	FORM OF BOND COUNSEL’S OPINION	C
Table 5 - Ten Largest Taxpayers	15		
General Obligation Debt Limitation.....	15		
Table 6 - Estimated Overlapping Debt	16		
DEBT INFORMATION	17		
Table 7- Pro Forma General Obligation Debt Service Requirements.....	17		
Table 8 - Interest And Sinking Fund Budget Projection	18		
Anticipated Issuance Of General Obligation Debt	18		
Table 9 - Other Obligations.....	18		
Pension Fund.....	18		
Other Post-Employment Benefits	19		
FINANCIAL INFORMATION	19		
Table 10 - General Fund Revenues And Expenditures History ⁽¹⁾	19		

OFFICIAL STATEMENT SUMMARY

This summary is subject in all respects to the more complete information and definitions contained or incorporated in this Official Statement. The offering of the Certificates to potential investors is made only by means of this entire Official Statement. No person is authorized to detach this summary from this Official Statement or to otherwise use it without the entire Official Statement.

THE CITY	The City of Galveston, Texas (the “City”) is a political subdivision and municipal corporation of the State of Texas (the “State”), located in Galveston County, Texas (see “INTRODUCTION - DESCRIPTION OF CITY” and “APPENDIX A - GENERAL INFORMATION REGARDING THE CITY”).
THE CERTIFICATES	The \$31,610,000* City of Galveston, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2019 (the “Certificates”) are issued as serial certificates maturing on May 1, 20__ through May 1, 20__, inclusive (see “THE CERTIFICATES - DESCRIPTION OF THE CERTIFICATES”).
PAYMENT OF INTEREST	Interest on the Certificates accrues from the date of delivery to the initial purchasers thereof (the “Date of Delivery”), and is payable May 1, 2019, and each November 1 and May 1 thereafter until maturity or prior redemption (see “THE CERTIFICATES - DESCRIPTION OF THE CERTIFICATES”).
AUTHORITY FOR ISSUANCE OF THE CERTIFICATES	The Certificates are issued pursuant to the Constitution and general laws of the State, including particularly Subchapter C of Chapter 271, Texas Local Government Code, as amended, and an ordinance adopted by the City Council of the City authorizing the issuance of the Certificates (the “Ordinance”) (see “THE CERTIFICATES - AUTHORITY FOR ISSUANCE OF THE CERTIFICATES”).
SECURITY FOR THE CERTIFICATES	The Certificates constitute direct obligations of the City and are payable from a combination of (i) the proceeds of a direct and continuing ad valorem tax levied, within the limits prescribed by law, on all taxable property within the City, and (ii) a limited pledge of the surplus net revenues of the City’s utility system, as provided in the Ordinance (see “THE CERTIFICATES - SECURITY AND SOURCE OF PAYMENT”).
REDEMPTION	The City reserves the right, at its option, to redeem Certificates having stated maturities on and after May 1, 20__, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof, on May 1, 20__, or any date thereafter, at the par value thereof plus accrued interest to the date of redemption (see “THE CERTIFICATES - OPTIONAL REDEMPTION”).
TAX EXEMPTION	In the opinion of Bond Counsel, under existing law, interest on the Certificates is excludable from gross income for federal income tax purposes and the Certificates are not “private activity bonds.” See “TAX MATTERS” for a discussion of the opinion of Bond Counsel.
USE OF PROCEEDS	Proceeds from the sale of the Certificates will be used for all or any part of the costs associated with (i) the acquisition, construction and installation of certain improvements to the City’s utility system; and (ii) paying certain costs incurred in connection with the issuance of the Certificates (see “THE CERTIFICATES - SOURCES AND USES OF FUNDS”).
RATINGS	The Certificates and the presently outstanding tax supported debt of the City are rated “__” by Moody’s Investors Service, Inc. (“Moody’s”) and “__” by Fitch Ratings (“Fitch”), without regard to credit enhancement (see “OTHER INFORMATION - RATINGS”).

*Preliminary; subject to change

**BOOK-ENTRY-ONLY
SYSTEM**

The definitive Certificates will be initially registered and delivered only to Cede & Co., the nominee of The Depository Trust Company, New York, New York (“DTC”), pursuant to the Book-Entry-Only System described herein. Beneficial ownership of the Certificates may be acquired in principal denominations of \$5,000 or integral multiples thereof. No physical delivery of the Certificates will be made to the beneficial owners thereof. Principal of, premium, if any, and interest on the Certificates will be payable by the initial paying agent/registrar, The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, to Cede & Co., which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the beneficial owners of the Certificates (see “THE CERTIFICATES - BOOK-ENTRY-ONLY SYSTEM”).

PAYMENT RECORD

The City has never defaulted on the payment of its general obligation bonds except during the period of rehabilitation following the disastrous hurricane and flood of 1900 when maturing interest coupons were compromised at \$0.50 on the dollar. The City has never had a payment default on its revenue bonds except for the following: (i) The Marine Park & Recreation Pier Revenue Bonds issued to Reconstruction Finance Corporation, an independent agency of the United States government, in 1941 for which no payments were made and the bonds were subsequently refunded in August 1963; (ii) The City of Galveston Special Assessment Revenue Bonds, Series 2014 (Bayside at Waterman's Public Improvement District) (the “2014 Bonds”) were issued and secured solely by a pledge of assessment revenues derived from the levy of special assessments on all real property within the Bayside at Waterman's Public Improvement District (the “PID”). Such assessments are levied and collected in accordance with the Texas Tax Code. The 2016 annual installments of the assessments were unpaid by the developer as of February 1, 2017, the date on which the 2016 annual installments became delinquent. The outstanding and delinquent 2016 annual installments of the special assessments for assessed parcels within the PID were paid to the City by lienholders and property owners on June 30, 2017, with the applicable penalty, interest, and attorney collection costs. The 2017 annual installments of the assessments were unpaid as of February 1, 2018, the date on which the 2017 annual installments became delinquent. The majority of outstanding and delinquent 2017 annual installments of the special assessments for assessed parcels within the PID were paid to the City by Icon Bank of Texas, N.A. in April, 2018, with the applicable penalty, interest, and attorney collection costs. On October 1, 2018, BancorpSouth Bank acquired Icon Capital Corporation, and its wholly-owned subsidiary Icon Bank of Texas, N.A., and became the primary owner of property within the PID. Of the 135 parcels located within the PID, all but seven parcels are currently owned by BancorpSouth Bank: Two parcels are owned by Memsa Energy LLC; four are owned by MOH Dali Research Services Inc.; and one is owned by Hillary Brawner & Shavano E&P LLC. The PID Bonds are secured solely by the assessments derived from the PID, and are not payable from any other City property, income, or revenues (raised by taxation or other means). Consequently, the City is only obligated to make payments on the PID Bonds to the extent that assessments are collected.

The 2018 annual installments of the assessments have not yet been collected. However, the City has already levied sufficient assessments in previous years to cover the 2019 debt service payments on the PID Bonds. As of January 4, 2019, the City had \$1,075,273.17 of cash available to use for debt service payments on the PID Bonds. The March 2019 interest payment due on the PID Bonds is \$277,250, and the September 2019 principal and interest payment due on the PID Bonds is \$427,250.

For the Reinvestment Zone No. 10 Tax Increment Bonds, Series 1991, (the “TIF Bonds”) which were payable from the tax increments generated in the area of downtown Galveston, the City used reserve funds to make partial payment of principal and interest, however, the City made final payment of principal and interest from tax increments. There was no payment default on the TIF Bonds.

SELECTED FINANCIAL INFORMATION

Fiscal Year Ended 9/30	Estimated Population ⁽¹⁾	Taxable Assessed Valuation ⁽²⁾	Per Capita Taxable Assessed Valuation	Outstanding General Obligation ("G.O.") Tax Debt ⁽³⁾	Per Capita G.O. Tax Debt	Ratio of G.O. Tax Debt to Taxable Assessed Valuation	% of Total Tax Collections
2014	49,608	\$4,512,121,691	\$94,963	\$46,815,599	\$975	1.03%	100.4%
2015	50,104	\$4,705,569,435	\$95,352	\$42,073,672	\$839	0.88%	100.9%
2016	50,327	\$5,209,772,080	\$102,951	\$37,793,672	\$751	0.72%	100.9%
2017	50,550	\$5,723,907,557	\$113,233	\$87,483,672	\$1,731	1.53%	100.1%
2018	50,550	\$5,985,661,089	\$118,411	\$79,833,672	\$1,579	1.33%	100.8%

(1) Source: United States Census Bureau.

(2) Source: Galveston Central Appraisal District and City Finance Department. Includes assessed valuation attributable to the City's Tax Increment Zones. Fiscal Years 2017 and 2018 includes approximately \$398,247,533 million and \$421,717,798, respectively, of value attributable to the City's Tax Increment Zones. Taxes levied on such property are not available to pay debt service on the Certificates.

(3) As of September 30, 2018. Includes self-supporting debt.

GENERAL FUND CONSOLIDATED STATEMENT SUMMARY

	For Fiscal Year Ended September 30,				
	2018 ⁽¹⁾	2017 ⁽²⁾	2016	2015 ⁽³⁾	2014
Beginning Balance	\$17,661,266	\$20,629,743	\$18,542,580	\$17,270,248	\$18,244,324
Total Revenue	54,335,062	51,728,350	51,517,593	47,305,840	45,991,805
Total Expenditures	52,364,394	51,784,219	48,606,655	(45,724,155)	(46,566,921)
Other Sources (Uses)	(46,159)	(2,912,608)	(823,775)	(309,353)	(398,960)
Ending Balance	\$19,585,775	\$17,661,266	\$20,629,743	\$18,542,580	\$17,270,248

(1) Source: The City Finance Department. Unaudited.

(2) Restated. Audited.

(3) Beginning in FY 2015, the Infrastructure and Debt Service Fund has been reported separately in the CAFR as a non-major governmental fund. Prior to this, it was included in the General Fund for reporting purposes. This change in reporting caused an adjustment in beginning balance for the General Fund in FY 2015.

(Remainder of page intentionally left blank.)

CONSULTANTS AND ADVISORS

Auditor.....	Whitley Penn LLP Certified Public Accountants Houston, Texas
Bond Counsel	Bracewell LLP Houston, Texas
Financial Advisor.....	Hutchinson, Shockey, Erley & Co. Houston, Texas
Disclosure Counsel	Hunton Andrews Kurth LLP Houston, Texas

For additional information regarding the City, please contact:

Mr. Michael Loftin
Assistant City Manager, Finance
City of Galveston
823 Rosenberg, Room 300
Galveston, Texas 77550
(409) 797-3562 Phone
MLoftin@GalvestonTX.Gov

Mr. James Niederle
Financial Advisor
Hutchinson, Shockey, Erley & Co.
4545 Post Oak Place, Suite 215
Houston, Texas 77027
(713) 429-5898 Phone
jniederle@hsemuni.com

CITY OF GALVESTON OFFICIALS AND STAFF

ELECTED OFFICIALS

City Council	Position ⁽¹⁾	Years of Service	Occupation
James D. Yarbrough	Mayor	5	Retired Banker; Bank Consultant
Amy Bly	Council Member	3	Photographer
Craig Brown	Council Member	5	Retired Pediatric Dentist
David Collins	Council Member	1	Publisher
Jason Hardcastle	Council Member	1	Financial Advisor
John Paul Listowski	Council Member	1	Real Estate Development
Jackie Cole	Council Member	1	Veterinarian

⁽¹⁾ Pursuant to the Charter, no Mayor or Councilmember may serve for more than 3 consecutive regular 2-year terms in each office.

SELECTED ADMINISTRATIVE STAFF

Name	Position	Date of Employment	Years of Government Service
Brian Maxwell	City Manager	2011	25
Janelle Williams	City Secretary	2013	27
Donald Glywasky	City Attorney	2013	36
Ross Blackketter	Director of Capital Projects	2013	15
Daniel J. Buckley	Deputy City Manager	2014	33
Michael Loftin	Assistant City Manager for Finance	2014	42
Brandon Cook	Assistant City Manager, Development & Municipal Services	2002	16
Tammy Jacobs	Assistant Director of Finance	2014	9

PRELIMINARY OFFICIAL STATEMENT
RELATING TO
\$31,610,000*
CITY OF GALVESTON
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION,
SERIES 2019

INTRODUCTION

This Official Statement, which includes the cover page and Appendices A and B hereto, provides certain information regarding the issuance of \$31,610,000* City of Galveston, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2019 (the “Certificates”). Capitalized terms used in this Official Statement have the same meanings assigned to such terms in the ordinance of the City Council of the City of Galveston, Texas (the “City”), authorizing the issuance of the Certificates (the “Ordinance”) except as otherwise indicated herein.

There follows in this Official Statement descriptions of the Certificates and certain information regarding the City and its finances. All descriptions of documents contained herein are only summaries and are qualified in their entirety by reference to each such document. Copies of such documents may be obtained from the City’s Financial Advisor, Hutchinson, Shockey, Erley & Co., Houston, Texas.

DESCRIPTION OF THE CITY

The City is a political subdivision and municipal corporation of the State of Texas (the “State”), duly organized and existing under the laws of the State, including the City’s Home Rule Charter. The City was incorporated and first adopted its Home Rule Charter in 1839. The City operates under a Council/Manager form of government with a City Council comprised of the Mayor and six Council members. The term of office is two years, and elections for all offices are held in May of even-numbered years. Some of the services that the City provides are: public safety (police and fire protection), highways and streets, water and sanitary sewer utilities, health and social services, culture-recreation, public transportation, public improvements, planning and zoning, and general administrative services. The 2018 estimated population for the City is 50,550.

THE CERTIFICATES

DESCRIPTION OF THE CERTIFICATES

Interest on the Certificates will accrue from the date of their initial delivery (the “Date of Delivery”) to the underwriters listed on the cover page hereof (the “Underwriters”), and mature on May 1 in each of the years and in the amounts shown on the inside cover page hereof. Interest on the Certificates will be computed on the basis of a 360-day year of twelve 30-day months, and will be payable on May 1 and November 1, commencing May 1, 2019. The Certificates will be issued only in fully registered form in any integral multiple of \$5,000 of principal amount for any one maturity and will be initially registered and delivered only to Cede & Co., the nominee of The Depository Trust Company, New York, New York (“DTC”), pursuant to the Book-Entry-Only System described herein. No physical delivery of the Certificates will be made to the beneficial owners thereof. Principal of, premium, if any, and interest on the Certificates will be payable by the Paying Agent/Registrar, initially The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, to Cede & Co., which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the beneficial owners of the Certificates (see “BOOK-ENTRY-ONLY SYSTEM”).

AUTHORITY FOR ISSUANCE OF THE CERTIFICATES

The Certificates are being issued pursuant to the Constitution and general laws of the State of Texas, including particularly Subchapter C of Chapter 271, Texas Local Government Code, as amended, and the Ordinance.

*Preliminary, subject to change.

PURPOSE

Proceeds from the sale of the Certificates will be used for all or any part of the costs associated with (i) the acquisition, construction and installation of certain improvements to the City's utility system; and (ii) paying certain costs incurred in connection with the issuance of the Certificates (see "SOURCES AND USES OF FUNDS").

SECURITY AND SOURCE OF PAYMENT

The Certificates are secured by the proceeds of a continuing direct annual ad valorem tax levied, within the limits prescribed by law, against all taxable property within the City. Additionally, the Certificates are payable from and secured by a limited pledge of the surplus net revenues of the City's utility system, in an amount not to exceed \$1,000, as provided in the Ordinance. See "TAX INFORMATION."

TAX RATE LIMITATION

All taxable property within the City is subject to the assessment, levy and collection by the City of a continuing, direct annual ad valorem tax sufficient to provide for the payment of principal of and interest on all ad valorem tax debt within the limits prescribed by law. Article XI, Section 5, of the Texas Constitution is applicable to the City, and limits its maximum ad valorem tax rate to \$2.50 per \$100 taxable assessed valuation for all City purposes. Administratively, the Attorney General of the State of Texas will permit allocation of \$1.50 of the \$2.50 maximum tax rate for all general obligation debt service, as calculated at the time of issuance. The Home Rule Charter of the City (the "Charter") sets an ad valorem tax rate limit of \$0.70 per \$100 assessed valuation for general operating expenses, including payment of the general obligation tax debt of the City. Pursuant to the Charter, the City Council may not increase the ad valorem tax rate by more than 5% in any one year; provided, however, that the 5% limitation does not prevent increased market valuation and taxation of taxable property when subsequent improvements are made. Further, the City's Charter requires the City to use the proceeds of the City's 1/2 of one percent sales tax to reduce the ad valorem tax rate. See "FINANCIAL INFORMATION - Table 11 - MUNICIPAL SALES TAX HISTORY."

OPTIONAL REDEMPTION

The City reserves the right, at its option, to redeem Certificates having stated maturities on and after May 1, 20__, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof, on May 1, 20__, or any date thereafter, at the par value thereof plus accrued interest from the most recent interest payment date to the date fixed for redemption. If less than all of the Certificates are redeemed at any time, the maturities (or mandatory sinking fund redemption amounts with respect to Term Certificates, if any) of Certificates to be redeemed shall be selected by the City. If less than all of a maturity of the Certificates is to be redeemed, the Paying Agent/Registrar (or DTC while the Certificates are in Book-Entry-Only form) shall determine by lot, or other customary method that results in random selection, the Certificates, or portions thereof, within such maturity to be redeemed. If a Certificate (or any portion of the principal sum thereof) shall have been called for redemption and notice of such redemption shall have been given, such Certificate (or the principal amount thereof to be redeemed) shall become due and payable on such redemption date and interest thereon shall cease to accrue from and after the redemption date, provided funds for the payment of the redemption price and accrued interest thereon are held by the Paying Agent/Registrar on the redemption date.

NOTICE OF REDEMPTION

Not less than 30 days prior to a redemption date for the Certificates, the City shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to the registered owners of the Certificates to be redeemed, in whole or in part, at the address of the registered owner appearing on the registration books of the Paying Agent/Registrar. ANY NOTICE SO MAILED SHALL BE CONCLUSIVELY PRESUMED TO HAVE BEEN DULY GIVEN, WHETHER OR NOT THE REGISTERED OWNER RECEIVES SUCH NOTICE. NOTICE HAVING BEEN SO GIVEN, THE CERTIFICATES CALLED FOR REDEMPTION SHALL BECOME DUE AND PAYABLE ON THE SPECIFIED REDEMPTION DATE, AND NOTWITHSTANDING THAT ANY CERTIFICATE OR PORTION THEREOF HAS NOT BEEN SURRENDERED FOR PAYMENT, INTEREST ON SUCH CERTIFICATE OR PORTION THEREOF SHALL CEASE TO ACCRUE.

The City reserves the right to give notice of its election or direction to redeem Certificates conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the

Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected owners. Any Certificates subject to conditional redemption where redemption has been rescinded shall remain outstanding.

BOOK-ENTRY-ONLY SYSTEM

This section describes how ownership of the Certificates is to be transferred and how the principal of, premium, if any, and interest on the Certificates are to be paid to and credited by The Depository Trust Company ("DTC"), New York, New York, while the Certificates are registered in its nominee name. The information in this section concerning DTC and the Book-Entry-Only System has been provided by DTC for use in disclosure documents such as this Official Statement. The City, the Financial Advisor and the Underwriters believe the source of such information to be reliable, but take no responsibility for the accuracy or completeness thereof.

The City, the Financial Advisor and the Underwriters cannot and do not give any assurance that (1) DTC will distribute payments of debt service on the Certificates, or redemption or other notices, to DTC Participants, (2) DTC Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Certificates), or redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis, or (3) DTC will serve and act in the manner described in this Official Statement. The current rules applicable to DTC are on file with the Securities and Exchange Commission, and the current procedures of DTC to be followed in dealing with DTC Participants are on file with DTC.

The Depository Trust Company ("DTC") New York, New York, will act as securities depository for the Certificates. The Certificates will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered security certificate will be issued for each maturity of the Certificates, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing City ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing City and Fixed Income Clearing City, all of which are registered clearing agencies. DTC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of "AA+." The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Certificates under the DTC system must be made by or through Direct Participants, which will receive a credit for the Certificates on DTC's records. The ownership interest of each actual purchaser of each Certificate ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Certificates are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates

representing their ownership interests in the Certificates, except in the event that use of the book-entry system for the Certificates is discontinued.

To facilitate subsequent transfers, all Certificates deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Certificates with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Certificates; DTC's records reflect only the identity of the Direct Participants to whose accounts such Certificates are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices for the Certificates shall be sent to DTC. If less than all of the Certificates of a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Certificates unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Certificates are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the Certificates will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Paying Agent/Registrar of each series, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent/Registrar, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or Paying Agent/Registrar, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

USE OF CERTAIN TERMS IN OTHER SECTIONS OF THIS OFFICIAL STATEMENT . . . In reading this Official Statement it should be understood that while the Certificates are in the Book-Entry-Only System, references in other sections of this Official Statement to registered owners should be read to include the person for which the Participant acquires an interest in the Certificates, but (i) all rights of ownership must be exercised through DTC and the Book-Entry-Only System, and (ii) except as described above, notices that are to be given to registered owners under the Ordinance will be given only to DTC.

Information concerning DTC and the Book-Entry-Only System has been obtained from DTC and is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by the City, the Financial Advisor, or the Underwriters.

EFFECT OF TERMINATION OF BOOK-ENTRY-ONLY SYSTEM . . . In the event that the Book-Entry-Only System is discontinued by DTC or the use of the Book-Entry-Only System is discontinued by the City, printed certificates will be issued to the holders and the Certificates will be subject to transfer, exchange and registration provisions as set forth in the Ordinance and summarized under "THE CERTIFICATES - TRANSFER, EXCHANGE AND REGISTRATION" below. Discontinuance by the City of DTC's Book-Entry-Only system may require consent of participants under DTC operations and arrangements.

PAYING AGENT/REGISTRAR

The initial Paying Agent/Registrar is The Bank of New York Mellon Trust Company, N.A., Dallas, Texas. In the Ordinance, the City retains the right to replace the Paying Agent/Registrar. The City covenants to maintain and

provide a Paying Agent/Registrar at all times until the Certificates are duly paid and any successor Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the State, or other entity duly qualified and legally authorized to serve as and perform the duties and services of Paying Agent/Registrar for the Certificates. Upon any change in the Paying Agent/Registrar for the Certificates, the City agrees to promptly cause a written notice thereof to be sent to each registered owner of the Certificates by United States mail, first class, postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

TRANSFER, EXCHANGE AND REGISTRATION

In the event the Book-Entry-Only System should be discontinued, the Certificates may be transferred and exchanged on the registration books of the Paying Agent/Registrar only upon presentation and surrender to the Paying Agent/Registrar and such transfer or exchange shall be without expense or service charge to the registered owner, except for any tax or other governmental charges required to be paid with respect to such registration, exchange and transfer. Certificates may be assigned by the execution of an assignment form on the respective Certificates or by other instrument of transfer and assignment acceptable to the Paying Agent/Registrar. New Certificates will be delivered by the Paying Agent/Registrar, in lieu of the Certificates being transferred or exchanged, at the principal payment office of the Paying Agent/Registrar, or sent by United States mail, first class, postage prepaid, to the new registered owner or his designee. New Certificates registered and delivered in an exchange or transfer shall be in any integral multiple of \$5,000 for any one maturity and for a like aggregate principal amount as the Certificates surrendered for exchange or transfer. See "BOOK-ENTRY-ONLY SYSTEM" herein for a description of the system to be utilized initially in regard to ownership and transferability of the Certificates.

RECORD DATE FOR INTEREST PAYMENT

The record date ("Record Date") for the interest payable on the Certificates on any interest payment date means the close of business on the 15th day of the preceding month.

In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest ("Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each holder of Certificates appearing on the registration books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

SOURCES AND USES OF FUNDS

The proceeds from the sale of the Certificates will be applied approximately as follows:

Sources of Funds

Principal Amount	
Net Premium	
Total	<u>\$</u>

Uses of Funds

Deposit to Construction Fund	
Costs of Issuance	
Underwriters' Discount	
Total	<u>\$</u>

DEFEASANCE

The City reserves the right to defease the Certificates in any manner now or hereafter allowed by law.

REMEDIES OF HOLDERS OF THE CERTIFICATES

The Ordinance does not establish specific events of default with respect to the Certificates or provide for the appointment of a trustee to represent the interests of the owners upon any failure of the City to perform in accordance with the terms of the Ordinance, or upon any other condition. If the City defaults in any payment due on the Certificates, or if the City defaults in the observance or performance of any of the covenants, conditions, or obligations set forth in the Ordinance, any registered owner is entitled to seek a writ of mandamus or mandatory injunction from a court of proper jurisdiction to compel the City to levy, assess and collect an annual ad valorem tax sufficient (within the limits described herein) to pay principal of and interest on the Certificates as they become due or to perform other material covenants, conditions or obligations contained in the Ordinance. In general, Texas courts have held that a writ of mandamus may be issued to require a public official to perform legally imposed ministerial duties necessary for the performance of a valid contract; and Texas law provides that, following their approval by the Attorney General and issuance, the Certificates are valid and binding obligations for all purposes according to their terms. However, the enforcement of any such remedy may be difficult and time consuming and a registered owner could be required to enforce such remedy on a periodic basis. Such rights are in addition to any other rights the registered owners of the Certificates may be provided by the laws of the State with respect to the Certificates. Under Texas law there is no right to the acceleration of maturity of the Certificates upon the failure of the City to observe any covenant under the Ordinance. A registered owner of Certificates could file suit against the City if a default occurred in the payment of principal of or interest on any such Certificates; however, a suit for monetary damages could be vulnerable to the defense of sovereign immunity and any judgment could not be satisfied by execution against any property of the City.

On June 30, 2006, the Texas Supreme Court ruled in *Tooke v. City of Mexia*, 197 S.W.3d 325 (Tex. 2006), that a waiver of sovereign immunity in a contractual dispute must be provided for by statute in "clear and unambiguous" language. In so ruling, the Court declared that statutory language such as "sue and be sued," in and of itself, did not constitute a clear and unambiguous waiver of sovereign immunity.

Because it is not clear that the Texas Legislature has effectively waived the City's immunity from suit for money damages, holders of the Certificates may not be able to bring such a suit against the City for breach of the Certificates or the Ordinance. In *Tooke*, the Court noted the enactment in 2005 of sections 271.151-.160, Texas Local Government Code (the "Local Government Immunity Waiver Act"), which, according to the Court, waives "immunity from suit for contract claims against most local governmental entities in certain circumstances." The Local Government Immunity Waiver Act covers cities and relates to contracts entered into by cities for providing goods or services to cities.

On April 1, 2016, the Texas Supreme Court ruled in *Wasson Interests, Ltd. v. City of Jacksonville, Texas*, 489 S.W. 3d 427 (Tex. 2016) that governmental immunity does not imbue a city with derivative immunity when it performs proprietary, as opposed to governmental, functions in respect to contracts executed by a city. Texas jurisprudence has generally held that proprietary functions are those conducted by a city in its private capacity, for the benefit only of those within its corporate limits, and not as an arm of the government or under the authority or for the benefit of the state. In its decision, the Court held that since the Local Government Immunity Waiver Act waives governmental immunity in certain breach of contract claims without addressing whether the waiver applies to a governmental function or a proprietary function of a city, the Court could not reasonably read the Local Government Immunity Waiver Act to evidence legislative intent to waive immunity when a city performs a proprietary function.

The City is also eligible to seek relief from its creditors under Chapter 9 of the U.S. Bankruptcy Code ("Chapter 9"). Although Chapter 9 provides for the recognition of a security interest represented by a specifically pledged source of revenues, the pledge of taxes in support of a general obligation of a bankrupt entity is not specifically recognized as a security interest under Chapter 9. Chapter 9 also includes an automatic stay provision that would prohibit, without Bankruptcy Court approval, the prosecution of any other legal action by creditors or owners of an entity that has sought protection under Chapter 9. Therefore, should the City avail itself of Chapter 9 protection from creditors, the ability to enforce would be subject to the approval of the Bankruptcy Court (which could require that the action be heard in Bankruptcy Court instead of another federal or state court); and the Bankruptcy Code provides for broad discretionary powers of a Bankruptcy Court in administering any proceeding brought before it. The opinion of Bond Counsel will note that all opinions relative to the enforceability of the Ordinance and the Certificates are qualified with respect to the limitations related to bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting the rights of creditors of political subdivisions.

TAX INFORMATION

AD VALOREM TAX LAW

The appraisal of property within the City is the responsibility of the Galveston Central Appraisal District (the “Appraisal District”). Excluding agricultural and open-space land, which may be taxed on the basis of productive capacity, the Appraisal District is required under the Property Tax Code to appraise all property within the Appraisal District on the basis of 100% of its market value and is prohibited from applying any assessment ratios. In determining market value of property, different methods of appraisal may be used, including the cost method of appraisal, the income method of appraisal and market data comparison method of appraisal, and the method considered most appropriate by the chief appraiser is to be used. State law further limits the appraised value of a residence homestead for a tax year to an amount not to exceed the lesser of (1) the market value of the property, or (2) the sum of (a) 10% of the appraised value of the property for the last year in which the property was appraised for taxation times the number of years since the property was last appraised, plus (b) the appraised value of the property for the last year in which the property was appraised plus (c) the market value of all new improvements to the property. The value placed upon property within the Appraisal District is subject to review by an Appraisal Review Board, consisting of three members appointed by the Board of Directors of the Appraisal District. The Appraisal District is required to review the value of property within the Appraisal District at least every three years. The City may require annual review at its own expense, and is entitled to challenge the determination of appraised value of property within the City by petition filed with the Appraisal Review Board.

Reference is made to Title I of the Texas Tax Code (the “Property Tax Code”), for identification of property subject to taxation; property exempt or which may be exempted from taxation, if claimed; the appraisal of property for ad valorem taxation purposes; and the procedures and limitations applicable to the levy and collection of ad valorem taxes.

Article VIII of the State Constitution (“Article VIII”) and State law provide for certain exemptions from property taxes, the valuation of agricultural and open-space lands at productivity value, and the exemption of certain personal property from ad valorem taxation.

Under Section 1-b, Article VIII of the Texas Constitution and State law, the governing body of a political subdivision, at its option, may grant an exemption of not less than \$3,000 of market value of the residence homestead of persons 65 years of age or older and the disabled from all ad valorem taxes thereafter levied by the political subdivision. Once authorized, such exemption may be repealed or decreased or increased in amount (i) by the governing body of the political subdivision or (ii) by a favorable vote of a majority of the qualified voters at an election called by the governing body of the political subdivision, which election must be called upon receipt of a petition signed by at least 20% of the number of qualified voters who voted in the preceding election of the political subdivision. In the case of a decrease, the amount of the exemption may not be reduced to less than \$3,000 of the market value.

The surviving spouse of an individual who qualifies for the foregoing exemption for the residence homestead of a person 65 or older (but not the disabled) is entitled to an exemption for the same property in an amount equal to that of the exemption for which the deceased spouse qualified if (i) the deceased spouse died in a year in which the deceased spouse qualified for the exemption, (ii) the surviving spouse was at least 55 years of age at the time of the death of the individual’s spouse and (iii) the property was the residence homestead of the surviving spouse when the deceased spouse died and remains the residence homestead of the surviving spouse.

Effective January 1, 2018, a partially disabled veteran or the surviving spouse of a partially disabled veteran, if such spouse has not remarried since the death of the disabled veteran and the property was the residence homestead of the surviving spouse when the disabled veteran died and remains the residence homestead of the surviving spouse, is entitled to an exemption equal to the percentage of the veteran’s disability, if the residence was donated to the disabled veterans by a charitable organization at no cost to the disabled veteran, or at some cost to the disabled veteran in the form of a cash payment, a mortgage, or both in an aggregate amount that is not more than 50% of the good faith estimate of the market value of the residence homestead made by the charitable organization as of the date the donation is made. Such exemption is transferable to a different property of the surviving spouse, if the surviving spouse has not remarried, in an amount equal to the exemption received on the prior residence in the last year in which such exemption was received. Also, the surviving spouse of a member of the armed forces who is killed in action is entitled to a property tax exemption for all or part of the market value of such surviving spouse’s residences homestead, if the surviving spouse has not remarried since the service member’s death and said property

was the service member's residence homestead at the time of death. Such exemption is transferable to a different property of the surviving spouse, if the surviving spouse has not remarried, in an amount equal to the exemption received on the prior residence in the last year in which such exemption was received.

Also, the surviving spouse of a member of the armed forces who is killed in action is entitled to a property tax exemption for all or part of the market value of such surviving spouse's residence homestead, if the surviving spouse has not remarried since the service member's death and said property was the service member's residence homestead at the time of death. Such exemption is transferable to a different property of the surviving spouse, if the surviving spouse has not remarried, in an amount equal to the exemption received on the prior residence in the last year in which such exemption was received.

Effective January 1, 2018, the surviving spouse of a first responder who is killed or fatally injured in the line of duty is entitled to a property tax exemption for all or part of the market value of such surviving spouse's residence homestead, if the surviving spouse has not remarried since the first responder's death and said property was the first responder's residence homestead at the time of death. Such exemption is transferable to a different property of the surviving spouse, if the surviving spouse has not remarried, in an amount equal to the exemption received on the prior residence in the last year in which such exemption was received.

In addition to any other exemptions provided by the Tax Code, the governing body of a political subdivision, at its option, may grant an exemption of up to 20% of the market value of residence homesteads, with a minimum exemption of \$5,000. Effective until December 31, 2019, the governing body of a political subdivision that adopted such exemption for the 2014 tax year (fiscal year 2015) may not reduce the amount of or repeal such exemption. In the case of residence homestead exemptions granted under Section 1-b, Article VIII, ad valorem taxes may continue to be levied against the value of homesteads exempted where ad valorem taxes have previously been pledged for the payment of debt if cessation of the levy would impair the obligation of the contract by which the debt was created.

Article VIII provides that eligible owners of both agricultural land (Section 1-d) and open-space land (Section 1-d-1), including open-space land devoted to farm or ranch purposes or open-space land devoted to timber production, may elect to have such property appraised for property taxation on the basis of its productive capacity. The same land may not be qualified under both Section 1-d and 1-d-1.

Nonbusiness personal property, such as automobiles or light trucks, are exempt from ad valorem taxation unless the governing body of a political subdivision elects to tax this property. Boats owned as nonbusiness property are exempt from ad valorem taxation.

Article VIII, Section 1-j, provides for "freeport property" to be exempted from ad valorem taxation. Freeport property is defined as goods detained in Texas for 175 days or less for the purpose of assembly, storage, manufacturing, processing or fabrication. Decisions to continue to tax may be reversed in the future; decisions to exempt freeport property are not subject to reversal.

Article VIII, Section 1-n of the Texas Constitution provides for the exemption from taxation of "goods-in-transit." "Goods-in-transit" is defined by a provision of the Tax Code, which is effective for tax years 2008 and thereafter, as personal property acquired or imported into Texas and transported to another location in the State or outside of the State within 175 days of the date the property was acquired or imported into Texas. The exemption excludes oil, natural gas, petroleum products, aircraft and special inventory, including motor vehicle, vessel and out-board motor, heavy equipment and manufactured housing inventory. The Tax Code provision permits local governmental entities, on a local option basis, to take official action by January 1 of the year preceding a tax year, after holding a public hearing, to tax goods-in-transit beginning the following tax year. A taxpayer may receive only one of the freeport exemptions or the goods-in-transit exemptions for items of personal property.

The City has created and may create additional tax increment financing zones, under which the tax values on property in the zone are "frozen" at the value of the property at the time of creation of the zone. Tax revenues collected on values above the "frozen" value must be deposited in a tax increment fund for the zone (see "TAX INFORMATION -TAX INCREMENT ZONES"). The City also may enter into tax abatement agreements to encourage economic development. Under the agreements, a property owner agrees to construct certain improvements on its property. The City in turn exempts from taxation all or part of the increased value attributable to the improvements until the expiration of the agreement. The abatement agreement could last for a period of up to 10 years.

Cities are also authorized, pursuant to Chapter 380, Texas Local Government Code ("Chapter 380") to establish programs to promote state or local economic development and to stimulate business and commercial activity in the

City. In accordance with a program established pursuant to Chapter 380, the City makes a limited reimbursement of project costs in accordance with the terms of the 380 contract with the developer. The City currently participates in four 380 Agreements with various businesses in the City. The four agreements involve commercial/retail, hotel, indoor storage, and commercial businesses with reimbursement percentages between 25% and 50% and recovery periods that run from January 2018 through December 2038.

Under Article VIII and State law, the governing body of a county, municipality or junior college district, may freeze the total amount of ad valorem taxes levied on the residence homestead of a disabled person or persons 65 years of age or older to the amount of taxes imposed in the year such residence qualified for such exemption. Also, upon receipt of a petition signed by five percent of the registered voters of the county, municipality or junior college district, an election must be held to determine by majority vote whether to establish such a limitation on taxes paid on residence homesteads of persons 65 years of age or who are disabled. Upon providing for such exemption, such freeze on ad valorem taxes is transferable to a different residence homestead. Also, a surviving spouse of a taxpayer who qualifies for the freeze on ad valorem taxes is entitled to the same exemption so long as the property was the residence homestead of the surviving spouse when the deceased spouse died and remains the residence homestead of the surviving spouse and the spouse was at least 55 years of age at the time of the death of the individual's spouse. If improvements (other than repairs or improvements required to comply with governmental requirements) are made to the property, the value of the improvements is taxed at the then current tax rate, and the total amount of taxes imposed is increased to reflect the new improvements with the new amount of taxes then serving as the ceiling on taxes for the following years. Once established, the tax rate limitation may not be repealed or rescinded. The City can make no representations or predictions concerning the impact such tax limitation would have on the City's tax rate, financial condition or ability to make debt service payments.

EFFECTIVE TAX RATE AND ROLLBACK TAX RATE

By each September 1 or as soon thereafter as practicable, the City Council adopts a tax rate per \$100 taxable value for the current year. The City Council will be required to adopt the annual tax rate for the City before the later of September 30 or the 60th day after the date the certified appraisal roll is received by the City. If the City Council does not adopt a tax rate by such required date the tax rate for that tax year is the lower of the effective tax rate calculated for that tax year or the tax rate adopted by the City for the preceding tax year. The tax rate consists of two components: (1) a rate for funding of maintenance and operation expenditures, and (2) a rate for debt service.

Under the Property Tax Code, the City must annually calculate and publicize its "effective tax rate" and "rollback tax rate." Effective 2005, a tax rate cannot be adopted by the City Council that exceeds the lower of the rollback tax rate or the effective tax rate until two public hearings have been held on the proposed tax rate following notice of such public hearings (including the requirement that notice be posted on the City's website if the City owns, operates or controls an internet website and public notice be given by television if the City has free access to a television channel) and the City Council has otherwise complied with the legal requirements for the adoption of such tax rate. If the adopted tax rate exceeds the rollback tax rate the qualified voters of the City by petition may require that an election be held to determine whether or not to reduce the tax rate adopted for the current year to the rollback tax rate.

"Effective tax rate" means the rate that will produce last year's total tax levy (adjusted) from this year's total taxable values (adjusted). "Adjusted" means lost values are not included in the calculation of last year's taxes and new values are not included in this year's taxable values.

"Rollback tax rate" means the rate that will produce last year's maintenance and operation tax levy (adjusted) from this year's values (adjusted) multiplied by 1.08 plus a rate that will produce this year's debt service from this year's values (unadjusted) divided by the anticipated tax collection rate.

The Property Tax Code provides that certain cities and counties in the State may submit a proposition to the voters to authorize an additional one-half cent sales tax on retail sales of taxable items. If the additional tax is levied, the effective tax rate and the rollback tax rate calculations are required to be offset by the revenue that will be generated by the sales tax in the current year.

Reference is made to the Property Tax Code for definitive requirements for the levy and collection of ad valorem taxes and the calculation of the various defined tax rates.

PROPERTY ASSESSMENT AND TAX PAYMENT

Property within the City is generally assessed as of January 1 of each year. Business inventory may, at the option of the taxpayer, be assessed as of September 1. Oil and gas reserves are assessed on the basis of a valuation process which uses an average of the daily price of oil and gas for the prior year. Taxes become due October 1 of the same year, and become delinquent on February 1 of the following year. Taxpayers 65 years old or older are permitted by State law to pay taxes on homesteads in four installments with the first due on February 1 of each year and the final installment due on August 1.

PENALTIES AND INTEREST

Charges for penalty and interest on the unpaid balance of delinquent taxes are made as follows:

Month	Cumulative Penalty	Cumulative Interest	Total
February	6%	1%	7%
March	7	2	9
April	8	3	11
May	9	4	13
June	10	5	15
July	12	6	18

After July, penalty remains at 12%, and interest increases at the rate of 1% each month. In addition, if an account is delinquent in July, a 20% attorney's collection fee is added to the total tax penalty and interest charge. Under certain circumstances, taxes which become delinquent on the homestead of a taxpayer 65 years old or older incur a penalty of 8% per annum with no additional penalties or interest assessed. In general, property subject to the City's lien may be sold, in whole or in parcels, pursuant to court order to collect the amounts due. Federal law does not allow for the collection of penalty and interest against an estate in bankruptcy. Federal bankruptcy law provides that an automatic stay of action by creditors and other entities, including governmental units, goes into effect with the filing of any petition in bankruptcy. The automatic stay prevents governmental units from foreclosing on property and prevents liens for post-petition taxes from attaching to property and obtaining secured creditor status unless, in either case, an order lifting the stay is obtained from the bankruptcy court. In many cases post-petition taxes are paid as an administrative expense of the estate in bankruptcy or by order of the bankruptcy court.

CITY APPLICATION OF TAX CODE

The City grants an exemption to the market value of the residence homestead of persons 65 years of age or older of \$15,000; the disabled are also granted an exemption of \$10,000. The City has granted an additional exemption of 20% of the market value of residence homesteads; minimum exemption of \$5,000. See TABLE 1 for a listing of the amounts of the exemptions described above.

The City has adopted the tax freeze for citizens who are disabled or are 65 years of age or older, effective January 1, 2005. Ad valorem taxes are not levied by the City against the exempt value of residence homesteads for the payment of debt.

The City does not tax nonbusiness personal property.

The City does not tax freeport property.

The City does tax goods-in-transit.

Galveston County collects taxes for the City. The City does permit split payments, and discounts are not allowed. The City does collect the additional one-half cent sales tax for reduction of ad valorem taxes.

The City has adopted a tax abatement policy.

TAX ABATEMENT POLICY

The City has established a tax abatement program to encourage economic development. In order to be considered for tax abatement, a project must meet several criteria pertaining to job creation and property value enhancement. The City awards tax abatements according to state law and does so very sparingly at the present time.

TAX INCREMENT ZONES

The City may establish tax increment reinvestment zones (“Tax Increment Zones”) within defined areas of the City. In accordance with Chapter 311, Texas Tax Code, as amended, the cost of certain improvements within a Tax Increment Zone may be repaid from future tax revenue (“Tax Increment”) contributed by the City (and other taxing entities) that is attributable to the increase in property values within the Tax Increment Zone. The City currently participates in three Tax Increment Zones, and has created a local government corporation, the Galveston Island Redevelopment Authority (the “Authority”), to manage various aspects of its Tax Increment Zones in accordance with separate Tri-Party Agreements between the City, the Authority and each Zone. As of September 30, 2018, the Authority had debt outstanding in the amount of \$2,405,000, which was issued on behalf of certain Tax Increment Zones pursuant to the various Tri-Party Agreements. Such debt is solely secured by Tax Increments from the specific Tax Increment Zones, from which the debt was issued. (For more detailed information, see “APPENDIX B - EXCERPTS FROM THE ANNUAL FINANCIAL REPORT” - Note 1A). Approximately \$421 million of the City’s Certified Taxable Value for Tax Year 2017 and Fiscal Year 2018 is located in the Tax Increment Zones. Of this amount, approximately \$324.2 million of such value represents a decrease in taxable value available to the City attributable to the Tax Increment Zones. Taxes levied on property inside the Tax Increment Zones is compared with the base taxable value present when the zones were created, and paid to the Tax Increment Zones by the City as it is collected. The City anticipates that taxes levied on property attributable to the Tax Increment Zones (i.e. Tax Increments) will total approximately \$1.68 million in Fiscal Year 2018.

(Remainder of page intentionally left blank.)

TABLE 1 - VALUATION, EXEMPTIONS AND GENERAL OBLIGATION DEBT

2018/2019 Market Valuation (excluding totally exempt property) ⁽¹⁾		\$6,806,281,067
Less Exemptions/Reductions at 100% Market Value:		
Homestead Exemptions	\$382,358,354	
Over 65 Homestead Exemptions	66,336,611	
Disabled Persons	4,473,260	
Disabled Veterans	17,855,431	
Pollution Control	392,258	
House Bill 366	16,994	
Prorated Exempt Property	930,698	
Freeport	6,786,620	
Productivity Loss	36,605,899	
Foreign Trade Zone	n/a	
Homestead Cap Adjustment	158,978,237	
Other	<u>6,682,002</u>	<u>\$681,416,364</u>
2018 Taxable Net Assessed Valuation ⁽²⁾		\$6,124,864,703
General Obligation Debt Payable from Ad Valorem Taxes (as of 9/30/2018):		
Outstanding General Obligation Debt	79,833,672	
Plus: The Certificates*	<u>31,610,000</u>	<u>\$111,443,672</u>
Less: Self Supporting Debt ⁽³⁾	48,702,397	
Less: Interest & Sinking Fund Balance (as of 9/30/2018)	<u>1,617,333</u>	<u>\$29,513,942</u>
Net General Obligation Debt Payable from Ad Valorem Taxes		<u>\$31,131,275</u>
Ratio of Net General Obligation Debt to Taxable Assessed Valuation		0.51%
2018 Estimated Population - 50,550		
Per Capita Taxable Assessed Valuation - \$121,164		
Per Capita Net Funded Debt - \$639		

* Preliminary, subject to change.

(1) Source: Galveston Central Appraisal District.

(2) Includes approximately \$322 million of value attributable to the City's Tax Increment Zones. Taxes levied on value attributable to the City's Tax Increment Zones are not available to pay debt service on the Certificates. See "TAX INFORMATION - TAX INCREMENT ZONES" herein.

(3) Represents general obligation debt in the amounts shown for which repayment is provided from revenues of the City's various revenue systems. Includes a portion of the City's Combination Tax and Revenue Certificates of Obligation, Series 2008, Combination Tax and Revenue Refunding Bonds, Series 2013A, Combination Tax and Revenue Refunding Bonds, Series 2013B, a portion of the General Obligation Refunding Bonds, Series 2014, General Obligation Refunding Bonds, Series 2016, Combination Tax and Revenue Certificates of Obligation, Series 2017, and the Certificates. It is the City's current policy to provide payments for these obligations from the respective system revenues; this policy is subject to change in the future. In the event that such revenues are insufficient to pay the debt service on such obligations, the City has covenanted and is obligated to levy and collect an ad valorem property tax to pay the debt service.

TABLE 2 - TAXABLE ASSESSED VALUATIONS BY CATEGORY

	Taxable Assessed Value, Fiscal Year Ending September 30,							
	<u>2018</u>		<u>2017</u>		<u>2016</u>		<u>2015</u>	
	Amount	% of Total	Amount	% of Total	Amount	% of Total	Amount	% of Total
Real, Residential, Single-Family	\$5,084,650,265	73.37%	\$4,771,109,005	72.80%	\$4,150,976,308	71.04%	\$3,639,962,426	68.73%
Real, Residential, Multi-Family	343,475,449	4.96%	323,248,030	4.93%	258,649,057	4.43%	244,133,387	4.61%
Real, Vacant Lots/Tracts	278,677,033	4.02%	254,507,020	3.88%	239,143,277	4.09%	226,358,311	4.27%
Real, Acreage (Land Only)	36,846,848	0.53%	33,646,263	0.51%	55,745,597	0.95%	55,226,082	1.04%
Real, Farm and Ranch Improvements	19,890,999	0.29%	22,313,346	0.34%	2,651,742	0.05%	2,359,600	0.04%
Real, Commercial and Industrial	690,133,171	9.96%	663,190,986	10.12%	611,800,369	10.47%	597,776,051	11.29%
Real, Oil, Gas & Other Mineral Reserves	1,565,002	0.02%	1,586,322	0.02%	3,211,203	0.05%	6,419,942	0.12%
Real and Intangible Personal, Utilities	98,082,878	1.42%	95,502,072	1.46%	90,864,040	1.55%	93,213,643	1.76%
Tangible Personal, Business	342,398,153	4.94%	351,969,529	5.37%	395,675,393	6.77%	393,225,334	7.43%
Tangible Personal, Other	75,345	0.00%	3,718,335	0.06%	1,822,525	0.03%	4,276,845	0.08%
Real, Inventory	24,785,436	0.36%	23,576,260	0.36%	24,742,295	0.42%	26,138,480	0.49%
Special Inventory	9,103,980	0.13%	9,089,540	0.14%	8,140,995	0.14%	6,585,370	0.12%
Total Appraised Value Before Exemptions	6,929,684,559	0.00%	6,553,456,708	100.00%	5,843,422,801	100.00%	5,295,675,471	100.00%
Less: Total Exemptions/Reductions	944,023,470		829,549,151		633,650,721		590,106,036	
Taxable Assessed Value ⁽¹⁾	<u>\$5,985,661,089</u>		<u>\$5,723,907,557</u>		<u>\$5,209,772,080</u>		<u>\$4,705,569,435</u>	

Category	Taxable Assessed Value, Fiscal Year Ending September 30,	
	<u>2014</u>	
	Amount	% of Total
Real, Residential, Single-Family	\$3,409,135,465	67.81%
Real, Residential, Multi-Family	238,760,752	4.75%
Real, Vacant Lots/Tracts	231,002,290	4.59%
Real, Acreage (Land Only)	58,666,782	1.17%
Real, Farm and Ranch Improvements	2,318,990	0.05%
Real, Commercial and Industrial	589,283,496	11.72%
Real, Oil, Gas & Other Mineral Reserves	4,979,073	0.10%
Real and Intangible Personal, Utilities	87,709,890	1.74%
Tangible Personal, Business	366,561,293	7.29%
Tangible Personal, Other	4,913,409	0.10%
Real, Inventory	29,721,130	0.59%
Special Inventory	4,720,230	0.09%
Total Appraised Value Before Exemptions	5,027,772,800	100.00%
Less: Total Exemptions/Reductions	515,651,109	
Taxable Assessed Value ⁽¹⁾	<u>\$4,512,121,691</u>	

Source: Galveston Central Appraisal District.

NOTE: Valuations shown are certified taxable assessed values reported by the Galveston Central Appraisal District to the State Comptroller of Public Accounts. Certified values are subject to change throughout the year as contested values are resolved and the Appraisal District updates records.

⁽¹⁾ For Fiscal Year 2018, includes approximately \$322 million of value attributable to the City's Tax Increment Zones. Taxes levied on value attributable to the City's Tax Increment Zones are not available to pay debt service on the Certificates. See "TAX INFORMATION - TAX INCREMENT ZONES" herein.

(Remainder of Page Intentionally Left Blank)

TABLE 3 - VALUATION AND GENERAL OBLIGATION DEBT HISTORY

Fiscal Year Ended 9/30	Estimated Population ⁽¹⁾	Taxable Assessed Valuation ⁽²⁾	Per Capita Taxable Assessed Valuation	Outstanding General Obligation ("G.O.") Tax Debt ⁽³⁾	Per Capita G.O. Tax Debt	Ratio of G.O. Tax Debt to Taxable Assessed Valuation
2014	49,608	\$4,558,200,878	\$94,963	\$46,815,599	\$975	1.03%
2015	50,104	\$4,777,542,594	\$95,352	\$42,073,672	\$839	0.88%
2016	51,106	\$5,261,435,643	\$102,951	\$37,793,672	\$739	0.72%
2017	50,550	\$5,723,907,557	\$113,233	\$87,483,672	\$1,731	1.53%
2018	50,550	\$5,985,661,089	\$118,411	\$79,833,672	\$1,579	1.33%

⁽¹⁾ Source: United States Census Bureau.

⁽²⁾ Source: Galveston Central Appraisal District and City Finance Department. Includes assessed valuation attributable to the City's Tax Increment Zones. Taxes levied on such property are not available to pay debt service on the Certificates.

⁽³⁾ Includes self-supporting debt. See "TABLE 1 - VALUATION, EXEMPTIONS AND GENERAL OBLIGATION DEBT" and the accompanying footnotes.

TABLE 4 - TAX RATE, LEVY AND COLLECTION HISTORY

Fiscal Year Ended 9/30	Tax Rate ⁽¹⁾	General Fund ⁽¹⁾	Interest and Sinking Fund ⁽¹⁾	Tax Levy ⁽²⁾	% Current Collections	% Total Collections
2014	0.55400	0.50513	0.04887	\$24,997,154	98.03%	100.4%
2015	0.53389	0.48846	0.04543	\$25,122,565	98.00%	100.9%
2016	0.52900	0.48855	0.04045	\$27,559,694	98.00%	100.9%
2017	0.52600	0.49103	0.03498	\$30,107,754	97.90%	100.1%
2018	0.56100	0.49100	0.07000	\$33,579,559	98.30%	100.8%
2019 est.	0.56100	0.44100	0.05250	\$34,360,240	98.30%	100.4%

Source: Galveston Central Appraisal District and City Finance Department.

⁽¹⁾ Per \$100 of assessed valuation.

⁽²⁾ Of the 2018/2019 tax levy (Fiscal Year 2019), the City is required to transfer approximately \$1.81 million, representing Tax Increment, to the Authority, and such money is not available to pay debt service on the Certificates. See "TAX INFORMATION - TAX INCREMENT ZONES" herein. Tax levy presented considers the estimated impact of the "Over 65 and Disabled Homeowners" tax freeze.

(Remainder of Page Intentionally Left Blank)

TABLE 5 - TEN LARGEST TAXPAYERS

Name of Taxpayer	Nature of Property	% of Total	
		2018/2019 Assessed Valuation	Taxable Assessed Valuation
Centerpoint Energy Inc	Electrical Utility	\$46,544,290	0.78%
Fertitta Hospitality Inc	Hotel	43,126,250	0.72%
Beatty Street Properties	Water Transportation	22,453,120	0.38%
TFT Galveston Portfolio Ltd.	Insurance	19,343,040	0.32%
Willie Gs Post Oak Inc	Real Estate	18,814,125	0.31%
Silverleaf Resorts Inc.	Real Estate	17,993,200	0.30%
Galveston Island Water Park LP	Water Park	17,248,090	0.29%
Eighteen Seventy Strand Corp.	Hotel and Resort	16,830,000	0.28%
Island Hospitality Inc.	Hotel	15,160,090	0.25%
Galveston Terminals Inc.	Oil & Gas	14,492,704	0.24%
		<u>\$232,004,909</u>	<u>3.88%</u>

Source: Galveston Central Appraisal District.

GENERAL OBLIGATION DEBT LIMITATION

No general obligation debt limitation is imposed on the City under current State law or the Charter; however, State law and the City's Charter limit the City's ad valorem tax rate (see "THE CERTIFICATES - TAX RATE LIMITATION").

(Remainder of page intentionally left blank.)

TABLE 6 - ESTIMATED OVERLAPPING DEBT

Expenditures of the various taxing entities within the territory of the City are paid out of ad valorem taxes levied by such entities on properties within the City. Such entities are independent of the City and may incur borrowings to finance their expenditures. This statement of direct and estimated overlapping ad valorem tax bonds ("Tax Debt") was developed from information contained in "Texas Municipal Reports" published by the Municipal Advisory Council of Texas. Except for the amounts relating to the City, the City has not independently verified the accuracy or completeness of such information, and no person should rely upon such information as being accurate or complete. Furthermore, certain of the entities listed may have issued additional bonds since the date hereof, and such entities may have programs requiring the issuance of substantial amounts of additional bonds, the amount of which cannot be determined. The following table reflects the estimated share of overlapping Tax Debt of the City.

	FY 2019 Taxable Assessed Value	Total Outstanding Debt as of 11/30/2018	Estimated % Applicable	Estimated Overlapping Debt
Galveston County	\$28,594,403,929	\$235,674,208	23.85%	\$56,208,299
Galveston County MUD #30	112,161,445	4,695,000	100%	4,695,000
Galveston ISD	6,898,095,865	70,084,999	85.00%	59,572,249
Total Overlapping Debt				\$120,475,548
City of Galveston ⁽¹⁾				\$79,833,672
Total Direct and Overlapping Debt				\$200,309,220
Ratio of Total Direct and Overlapping Tax Debt to FY 2019 Assessed Valuation				3.35%
Total Direct and Overlapping Debt Per Capita				\$3,963

* Preliminary, subject to change. Includes the Certificates. Includes self-supporting debt.

(1) Includes the Certificates and self-supporting debt. Self-supporting debt includes a portion of the City's General Obligation Refunding Bonds, Series 2014, a portion of the General Obligation Refunding Bonds, Series 2016, the Combination Tax and Revenue Certificates of Obligation, Series 2017, and the Certificates. It is the City's current policy to provide payments for these bonds from the respective system revenues; this policy is subject to change in the future. In the event that such revenues are insufficient to pay debt service on such bonds, the City has covenanted to levy and collect an ad valorem property tax to pay the debt service.

(Remainder of page intentionally left blank.)

DEBT INFORMATION

TABLE 7- PRO FORMA GENERAL OBLIGATION DEBT SERVICE REQUIREMENTS

Year Ended 9/30	Total Outstanding Debt Service ⁽¹⁾	The Certificates*			New Total Outstanding Debt Service	Less: Self- Supporting Debt Service ⁽³⁾	Net Total Debt Service Requirements
		Principal	Interest ⁽²⁾	Total			
2018	10,985,103				10,985,103	6,929,694	4,055,409
2019	10,861,500				10,861,500	7,176,989	3,684,511
2020	10,622,900	1,020,000	569,823	1,589,823	12,212,723	8,637,667	3,575,056
2021	6,683,350	540,000	1,445,200	1,985,200	8,668,550	5,272,307	3,396,243
2022	6,673,200	560,000	1,429,000	1,989,000	8,662,200	5,065,362	3,596,838
2023	6,681,150	580,000	1,406,600	1,986,600	8,667,750	5,066,322	3,601,428
2024	5,132,500	605,000	1,383,400	1,988,400	7,120,900	5,205,142	1,915,758
2025	4,981,950	625,000	1,359,200	1,984,200	6,966,150	5,054,272	1,911,878
2026	4,983,800	655,000	1,334,200	1,989,200	6,973,000	5,059,917	1,913,083
2027	4,985,400	680,000	1,308,000	1,988,000	6,973,400	5,061,317	1,912,083
2028	4,970,850	705,000	1,280,800	1,985,800	6,956,650	5,053,472	1,903,178
2029	4,965,600	740,000	1,245,550	1,985,550	6,951,150	5,053,632	1,897,518
2030	4,959,850	780,000	1,208,550	1,988,550	6,948,400	5,059,492	1,888,908
2031	4,942,950	815,000	1,169,550	1,984,550	6,927,500	5,054,009	1,873,491
2032	4,937,750	860,000	1,128,800	1,988,800	6,926,550	5,058,378	1,868,172
2033	4,921,000	890,000	1,094,400	1,984,400	6,905,400	5,054,752	1,850,648
2034	3,643,300	930,000	1,058,800	1,988,800	5,632,100	4,022,500	1,609,600
2035	3,614,850	965,000	1,021,600	1,986,600	5,601,450	4,017,050	1,584,400
2036	3,597,450	1,005,000	983,000	1,988,000	5,585,450	4,022,450	1,563,000
2037	3,595,400	1,055,000	932,750	1,987,750	5,583,150	4,017,950	1,565,200
2038	2,032,950	1,105,000	880,000	1,985,000	4,017,950	4,017,950	-
2039	2,032,200	1,160,000	824,750	1,984,750	4,016,950	4,016,950	-
2040	2,032,800	1,220,000	766,750	1,986,750	4,019,550	4,019,550	-
2041	2,031,000	1,280,000	705,750	1,985,750	4,016,750	4,016,750	-
2042	2,031,800	1,345,000	641,750	1,986,750	4,018,550	4,018,550	-
2043	2,030,000	1,410,000	574,500	1,984,500	4,014,500	4,014,500	-
2044	2,030,600	1,485,000	504,000	1,989,000	4,019,600	4,019,600	-
2045	2,033,400	1,555,000	429,750	1,984,750	4,018,150	4,018,150	-
2046	2,033,200	1,635,000	352,000	1,987,000	4,020,200	4,020,200	-
2047	-	1,715,000	270,250	1,985,250	1,985,250	1,985,250	-
2048	-	1,800,000	184,500	1,984,500	1,984,500	1,984,500	-
2049	-	1,890,000	94,500	1,984,500	1,984,500	1,984,500	-
	\$ 135,027,803	\$ 31,610,000	\$ 27,587,723	\$ 59,197,723	\$ 194,225,526	\$ 147,059,124	\$ 47,166,402

* Preliminary, subject to change.

(1) Does not include lease/purchase obligations.

(2) Interest estimated at market rates for purposes of illustration.

(3) Self-supporting debt includes a portion of the City's General Obligation Refunding Bonds, Series 2014, a portion of the General Obligation Refunding Bonds, Series 2016, the Combination Tax and Revenue Certificates of Obligation, Series 2017, and the Certificates. In the event that revenues are insufficient to pay the debt service on such obligations, the City has covenanted to levy and collect an ad valorem property tax to pay such debt service.

TABLE 8 - INTEREST AND SINKING FUND BUDGET PROJECTION

General Obligation Net Debt Service Requirements, Fiscal Year Ending September 30, 2019 ⁽¹⁾		\$3,684,511
Interest and Sinking Fund Balance, September 30, 2018	\$1,617,332	
I&S Property Tax Revenue Projection including Delinquent Taxes (99.2 percent of Tax Levy)	\$3,021,700	
Debt service paid from other resources ("Infrastructure & Debt Service Fund")	\$629,362	
Estimated Investment Income	<u>\$40,750</u>	<u>\$5,309,144</u>
Estimated balance, September 30, 2019		<u>\$1,624,633</u>

⁽¹⁾ Excludes self-supporting debt. Self-supporting debt includes a portion of the City's General Obligation Refunding Bonds, Series 2014, a portion of the General Obligation Refunding Bonds, Series 2016, the Combination Tax and Revenue Certificates of Obligation, Series 2017, and the Certificates. In the event that revenues are insufficient to pay the debt service on such obligations, the City has covenanted to levy and collect an ad valorem property tax to pay such debt service.

ANTICIPATED ISSUANCE OF GENERAL OBLIGATION DEBT

The City has \$5,508 of unissued bonds remaining from a bond election held in 2001, but the City does not intend to issue any of this remaining amount. The City currently has \$39,400,000 of unissued general obligation debt authorized at the bond election held in 2017.

TABLE 9 - OTHER OBLIGATIONS

The City has the following outstanding capital leases and notes payable as of September 30, 2018:

	Balance Remaining
\$1,531,488 - 2007 note payable due in semi-annual installments of \$69,380 through July 2022, interest at 4.1%	<u>\$506,629</u>
	<u>\$506,629</u>

PENSION FUND

The City provides pension benefits for substantially all of its full-time employees through three defined benefit pension plans (i.e., the City of Galveston Employees' Retirement Plan for City Employees, the City of Galveston Employees' Retirement Plan for Police, and Galveston Firefighters' Pension Fund). The City makes annual contributions to such plans based on actuarial recommendations consistent with State law. For the year ended September 30, 2017, the City recognized pension expense for the City's Employees', Police, and Firefighters' pension plans are \$2,626,193, \$1,633,432, and \$2,672,452, respectively. For more detailed information concerning the pension plans, see "APPENDIX B - EXCERPTS FROM THE ANNUAL FINANCIAL REPORT" - Note 14.

GASB Statement No. 68 establishes accounting and financial reporting requirements for governments that provide their employees with pensions, including requiring that the City's funding obligation be calculated and reported as "Net Pension Liability." The "Net Pension Liability" is the difference between the City's "Total Pension Liability" and the "Fiduciary Net Position" of each respective pension plan. The Total Pension Liability is the present value of pension benefits that are allocated to current members due to past service by entry age normal actuarial cost method. It includes benefits related to projected salary and service, and cost of living adjustments for police and fire plan retirees that vary in the amounts granted and the frequency and timing of those adjustments. In addition, ad hoc cost of living adjustments are also included in the Total Pension Liability to the extent they are substantively automatic. Under these reporting parameters measured as of December 31, 2016, the Net Pension Liability for the City's Employees', Police, and Firefighters' pension plans are \$15,449,446, \$30,568,642, and \$22,256,044, respectively, representing a fiduciary net position as a percentage of total pension liability of 75%, 39%, and 64%, respectively. The City's defined benefits plans offer retiree benefits based on years of service and salary, and the City and the plan members jointly bear the financial risk of such plans. As such, the City must fund the plans to pay retirees' defined benefits despite being underfunded. The City has filed plans with the Texas Pension Review Board to amortize the unfunded amount for the Police and Fire plans in accordance with State law. For more detailed information concerning the pension plans, see "APPENDIX B - EXCERPTS FROM THE ANNUAL FINANCIAL REPORT" - Note 14.

OTHER POST-EMPLOYMENT BENEFITS

In addition to pension benefits, the City provides certain other post-employment benefits for qualified employees (“OPEB”). The costs of these benefits are recognized as expenditures on a modified accrual basis when the underlying claims are paid. Commencing in fiscal year 2009, the City implemented GASB Statement No. 45 “Accounting And Financial Reporting By Employers For Post- Employment Benefits Other Than Pensions.” Under the reporting parameters, the City’s retiree health care plan is 0% funded, with an estimated actuarial liability exceeding actuarial assets by \$7,870,008 at December 31, 2016. (For more detailed information concerning the City’s OPEB, see “APPENDIX B - EXCERPTS FROM THE ANNUAL FINANCIAL REPORT” - Note 13).

FINANCIAL INFORMATION

TABLE 10 - GENERAL FUND REVENUES AND EXPENDITURES HISTORY⁽¹⁾

	For Fiscal Year Ended September 30,				
	2018 ⁽²⁾	2017	2016	2015	2014
Revenues:					
Taxes	47,742,094	45,503,118	42,680,895	39,897,337	39,415,504
Licenses and Permits	1,196,240	1,142,579	1,330,049	1,437,379	1,226,220
Fines and Forfeitures	1,528,690	1,578,365	1,756,605	1,662,803	1,870,688
Charges for Services	235,215	215,312	265,669	305,885	394,800
Interfund Charges for Services	2,093,885	1,434,000	1,393,463	1,370,976	1,393,463
Investment Earnings	319,693	118,666	137,269	101,923	49,082
Intergovernmental	66,921	188,561	188,077	206,678	164,678
Other	1,152,324	763,347	3,047,813	680,543	790,835
Total Revenue	54,335,062	50,943,948	50,799,840	45,663,524	45,305,270
Expenditures:					
General Government	6,973,603	7,254,198	6,833,482	7,035,153	5,838,537
Public Safety	31,472,324	30,194,824	28,425,382	26,419,334	27,148,643
Highways and Roads	3,906,170	3,933,319	3,596,345	3,230,177	3,121,134
Culture and Recreation	2,706,831	2,588,900	2,479,733	2,255,701	2,049,038
Planning and Community Development	2,407,686	2,273,357	2,061,851	2,128,238	2,055,629
Transportation	915,000	870,000	1,195,000	920,087	850,000
Debt Service	-	-	-	-	1,539,731
Other	560,069	1,424,797	1,222,275	1,268,014	2,084,327
Total Expenditures	48,941,683	48,539,395	45,814,068	43,256,704	44,687,039
Excess (Deficiency) of Revenues					
Over Expenditures	5,393,379	2,404,553	4,985,772	2,406,820	618,231
Other Sources (Uses)					
Interfund Transfers In (Out)		(5,363,010)	(3,009,478)	(1,215,224)	(590,159)
Other Sources (Uses)		86,142	25,447	(2,420,419)	1,121,325
Total Other Sources (Uses)	(3,691,170)	(5,276,868)	(2,984,031)	(3,635,643)	531,166
Net change in fund balance	1,702,209	(2,872,315)	2,001,741	(1,228,823)	1,149,397
Fund Balance, Beginning of Year	17,786,895	20,659,210	18,657,469	19,886,292	18,736,895
Fund Balance, End of Year	19,489,104	17,786,895	20,659,210	18,657,469	19,886,292

Source: The City’s audited financial statements.

⁽¹⁾ See “FINANCIAL POLICIES” for a description of certain budgetary procedures, including new requirements imposed by the Charter for Fiscal Year 2013 and thereafter.

⁽²⁾ Beginning in FY 2015, the Infrastructure and Debt Service Fund has been reported separately in the CAFR as a non-major governmental fund. Prior to this, it was included in the General Fund for reporting purposes. This change in reporting caused an adjustment in beginning balance for the General Fund in FY 2015.

TABLE 11 - CONDENSED STATEMENT OF OPERATIONS OF WATERWORKS SYSTEM

	Fiscal Year Ended September 30,				
<u>Revenues:</u>	2018	2017	2016	2015	2014
Charges for Sales & Services	\$ 22,550,943	\$ 21,643,242	\$ 20,759,471	\$ 17,326,445	\$ 16,947,120
Insurance Proceeds					
Interest Earned	389,457	126,361	43,393	68,223	19,067
Total Revenues	\$ 22,940,400	\$ 21,769,603	\$ 20,802,864	\$ 17,394,668	\$ 16,966,187
<u>Operating Expenses:</u>					
Personnel Services	\$ 2,438,592	\$ 2,393,916	\$ 2,125,495	\$ 2,131,912	\$ 1,794,870
Materials and Supplies	823,271	890,386	891,766	1,049,999	872,690
Contractual Services	1,263,612	1,148,568	1,122,731	1,132,090	1,148,350
Other Charges	795,424	359,666	568,800	1,031,265	449,823
Surface Water Contract	8,515,323	7,095,932	6,535,423	5,871,645	5,147,230
Operating-Interest Expense*	-	-	5,602	22,425	39,352
Administrative Service Charge	710,000	689,000	669,377	656,252	637,138
Payment in Lieu of Taxes	200,000	200,000	200,000	200,000	200,000
	\$ 14,746,222	\$ 12,777,468	\$ 12,119,193	\$ 12,095,588	\$ 10,289,453
Net Revenue From Operations	\$ 8,194,178	\$ 8,992,135	\$ 8,683,670	\$ 5,299,080	\$ 6,676,734
Contract Revenue Debt Principal Payments	\$ 2,529,278	\$ 2,688,370	\$ 3,421,653	\$ 2,770,674	\$ 2,692,885
Water Net Revenue Available	\$ 5,664,900	\$ 6,303,765	\$ 5,262,017	\$ 2,528,406	\$ 3,983,849
System Customers	23,128	21,945	21,621	22,066	21,942

Excludes depreciation, amortization, bond interest expense and non-operating expenses.

*Prior years restated to exclude bond interest expense.

(Remainder of Page Intentionally Left Blank)

TABLE 12 - SEWER FUND STATEMENT OF REVENUES AND EXPENDITURES

	Fiscal Year Ended September 30,				
<u>Revenues:</u>	2018	2017	2016	2015	2014
Charges for Sales & Services	\$ 15,691,596	\$ 15,557,501	\$ 14,304,651	\$ 11,908,379	\$ 12,443,043
Insurance Proceeds					
Other Revenue	4,878		219,402		
Interest Earned	519,690	137,509	78,378	86,901	24,907
Total Revenues	\$ 16,216,164	\$ 15,695,010	\$ 14,602,430	\$ 11,995,280	\$ 12,467,950
<u>Operating Expenses:</u>					
Personnel Services	\$ 4,770,021	\$ 4,272,774	\$ 4,369,987	\$ 4,288,447	\$ 3,772,818
Materials and Supplies	1,417,751	908,557	1,861,407	1,570,114	1,425,040
Contractual Services	1,758,159	2,658,571	1,827,758	1,659,504	1,613,872
Other Charges	551,121	353,852	829,889	572,793	487,538
Operating-Interest Expense*		-	5,205	22,425	39,352
Administrative Service Charge	434,000	421,000	408,546	400,535	388,869
Payment in Lieu of Taxes	200,000	200,000	200,000	200,000	200,000
	\$ 9,131,052	\$ 8,814,754	\$ 9,502,791	\$ 8,713,818	\$ 7,927,489
Net Revenue From Operations	\$ 7,085,112	\$ 6,880,256	\$ 5,099,639	\$ 3,281,462	\$ 4,540,461

Excludes depreciation, amortization, bond interest expense and non-operating expenses.

*Prior years restated to exclude interest on bonded indebtedness.

(Remainder of Page Intentionally Left Blank)

TABLE 13 - CONDENSED STATEMENT OF OPERATIONS OF COMBINED UTILITY SYSTEM FUND

	Fiscal Year Ended September 30,				
<u>Revenues:</u>	2018	2017	2016	2015	2014
Charges for Sales & Services	\$ 38,242,539	\$ 37,200,743	\$ 35,064,121	\$ 29,234,824	\$ 29,390,163
Insurance Proceeds	-	-	-	-	-
Other Revenue	4,878	-	219,402	-	-
Interest Earned	909,147	263,870	121,771	155,124	43,974
Total Revenues	\$ 39,156,564	\$ 37,464,613	\$ 35,405,294	\$ 29,389,948	\$ 29,434,137
<u>Operating Expenses:</u>					
Personnel Services	\$ 7,208,613	\$ 6,666,690	\$ 6,495,482	\$ 6,420,359	\$ 5,567,688
Materials and Supplies	2,241,022	1,798,943	2,753,173	2,620,113	2,297,730
Contractual Services	3,021,771	3,807,139	2,950,489	2,791,594	2,762,222
Other Charges	1,346,545	713,518	1,398,688	1,604,058	937,361
Surface Water Contract	8,515,323	7,095,932	6,535,423	5,871,645	5,147,230
Operating-Interest Expense*	-	-	10,806	44,850	78,704
Administrative Service Charge	1,144,000	1,110,000	1,077,923	1,056,787	1,026,007
Payment in Lieu of Taxes	400,000	400,000	400,000	400,000	400,000
	\$ 23,877,274	\$ 21,592,222	\$ 21,621,984	\$ 20,809,406	\$ 18,216,942
Net Revenue From Operations	\$ 15,279,290	\$ 15,872,391	\$ 13,783,310	\$ 8,580,542	\$ 11,217,195
Contract Revenue Debt Principal Payments	\$ 2,529,278	\$ 2,688,370	\$ 3,421,653	\$ 2,770,674	\$ 2,692,885
Combined Utility System Net Revenue Available	\$ 12,750,012	\$ 13,184,021	\$ 10,361,657	\$ 5,809,868	\$ 8,524,310
System Customers	23,128	21,945	21,621	22,066	21,942

Excludes depreciation, amortization, bond interest expense and non-operating expenses.

*Prior years restated to exclude bond interest expense.

MUNICIPAL SALES TAX

The City's sales tax rate is 2 cents. The City has adopted the Municipal Sales and Use Tax Act, Chapter 321 Texas Tax Code, together with additional City authorization, which grants the City the power to impose and levy a 1% Local Sales and Use Tax within the City. The proceeds of such sales tax are not pledged to the payment of the Certificates. Collections and enforcements are effected through the offices of the Comptroller of Public Accounts, State of Texas, who remits the proceeds of the tax, after deduction of a 2% service fee, to the City monthly. A Charter amendment was passed by the voters on January 21, 1989, whereby the City is required to offset ad valorem taxes each year with the amount of additional (1/2 cent) sales tax collected in the prior year. The ½ cent offset was calculated using a calendar year formula provided by the State of Texas, resulting in ad valorem taxes offset by actual sales tax revenues of \$5,076,732 in FY 2017. The total maximum allowable tax rate of \$0.70 was thus limited to \$0.60 for the current fiscal year. The City does not interpret this amendment as a new tax cap that would restrict the City's ability to meet bond obligations.

Of the 2 cents sales tax, 1 and 1/2 cents is allocated to the General Fund and 1/2 cent is for Industrial Development Corporation ("IDC") projects. Pursuant to an election held within the City in November 2008, the proceeds of the

IDC's 1/2 cent sales tax are divided equally between the following projects: (1) beach remediation, (2) drainage and streets and sewer, (3) economic development and (4) parks and park facilities.

The sales tax breakdown for the City is as follows:

Industrial Development Corporation:	
Beach Remediation	1/8 ¢
Drainage, Streets and Sewer	1/8
Economic Development	1/8
Parks and Park Facilities	1/8
Property Tax Relief	1/2
City Sales & Use Tax	1
State Sales & Use Tax	6 1/4
Total	8 1/4 ¢

TABLE 14 - MUNICIPAL SALES TAX HISTORY

Fiscal Year Ended 9/30	Total Sales Tax Revenue Collected ⁽¹⁾	Industrial Development Corporation ⁽¹⁾	General Fund	% of Ad Valorem Tax Levy	Equivalent of Ad Valorem Tax Rate	Per Capita ⁽²⁾
2014	\$19,235,383	\$4,808,846	\$14,426,537	57.42%	34.44%	\$388
2015	\$19,785,172	\$4,946,292	\$14,838,879	53.84%	31.29%	\$395
2016	\$20,117,164	\$5,029,291	\$15,087,873	50.11%	31.76%	\$394
2017	\$20,263,265	\$5,065,816	\$15,197,449	45.26%	25.71%	\$401
2018	\$21,424,692	\$5,356,173	\$16,068,519	46.76%	-	\$424

⁽¹⁾ Provided by the City.

⁽²⁾ Based on estimated population as shown in Table 3.

FINANCIAL POLICIES

Basis of Accounting . . The government uses funds and account groups to report on its financial position and the results of its operations. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain government functions or activities. A fund is a separate accounting entity with a self-balancing set of accounts. An account group, on the other hand, is a financial reporting device designed to provide accountability for certain assets and liabilities that are not recorded in the funds because they do not directly affect net expendable available financial resources. Funds are classified into three categories: governmental, proprietary and fiduciary.

Governmental Funds . . Used to account for all or most of a government's general activities, including the collection and disbursement of earmarked monies (Special Revenue Funds), the acquisition or construction of general fixed assets (Capital Projects Funds), and the servicing of general long-term debt (Debt Service Funds). The general fund is used to account for all activities of the general government not accounted for in some other fund.

Budgetary Procedures . . Budgets are adopted on a modified accrual basis. Annual appropriated budgets are adopted for the general, special revenue (except for Industrial Development Corporation Revenue Fund), debt service and enterprise funds. All annual appropriations lapse at fiscal year-end. Encumbrances represent commitments related to unperformed contracts for goods or services. Encumbrance accounting - under which purchase orders, contracts, and other commitments for the expenditure of resources are recorded to reserve that portion of the applicable appropriation - is utilized in the governmental funds. Encumbrances outstanding at year end are reported as reservations of fund balances because the commitments will be honored during the subsequent year, but they do not constitute expenditures or liabilities.

As provided by the Charter, after public hearings are held by the City Council to obtain citizen comments, the City Council must approve and adopt the budget by the second regularly scheduled City Council meeting in September, either in the same form as submitted by the City Manager or with changes that the City Council finds to be

necessary or desirable. The budget may not be adopted nor any appropriation made unless the anticipated revenues for the fiscal year equal or exceed the authorized expenditures. The adoption of the budget requires a favorable vote of at least a majority of all the members of the City Council. In the event the budget has not been adopted by the beginning of the fiscal year, the latest budget proposed by the City Manager will take and remain in effect until the budget is finally adopted by the City Council. The proposed budget includes proposed expenditures and the means of financing them. A statement of capital projects planned for the next succeeding five fiscal years, with estimates of their costs is also submitted at this time. The Charter requires that no funds shall be expended nor shall any obligation for the expenditure of money be incurred unless an appropriation exists in the duly adopted budget. During the fiscal year the City Council may transfer any unencumbered appropriation balance or portion thereof from one department to another at any time.

Capital Improvement/Debt Service Account Requirement beginning Fiscal Year 2013...In May 2012 the voters of the City approved an amendment to the Charter, which requires the City to create a "Capital Improvement and/or Debt Service Account" and allocate an equivalent of 1% of the General Fund Operating Budget to such account beginning in Fiscal Year 2013 for either capital improvements or debt service costs. Each fiscal year thereafter, the City expects to allocate an additional 1% of the General Fund Operating Budget to the Capital Improvement and/or Debt Service Account, until the cumulative annual allocation to the account reaches a minimum of 8% of the total General Fund Operating Budget. Thereafter, the City will be required to annually allocate at least 8% of the total General Fund Operating Budget to such account.

INVESTMENTS

The City invests its investable funds in investments authorized by State law in accordance with more restrictive investment policies approved by the City Council of the City pursuant to State law. Both State law and the City's investment policies are subject to change.

LEGAL INVESTMENTS

Under State law, the City is authorized to invest in (1) obligations of the United States or its agencies and instrumentalities, including letters of credit; (2) direct obligations of the State or its agencies and instrumentalities; (3) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States; (4) other obligations, the principal and interest of which is unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States; (5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than "A" or its equivalent; (6) bonds issued, assumed or guaranteed by the State of Israel; (7) certificates of deposit and share certificates meeting the requirements of the Texas Public Funds Investment Act (Chapter 2256, Texas Government Code) (i) that are issued by or through an institution that has its main office or a branch office in the State, and are guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, or are secured as to principal by obligations described in clauses (1) through (6) or in any other manner and amount provided by law for City deposits or, (ii) where (a) the funds are invested by the City through (I) a broker that has its main office or a branch office in the State and is selected from a list adopted by the City as required by law or (II) a depository institution that has its main office or a branch office in the State that is selected by the City; (b) the broker or the depository institution selected by the City arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the City; (c) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States, and (d) the City appoints the depository institution selected under (a) above, an entity as described by Section 2257.041(d) of the Texas Government Code, or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the City with respect to the certificates of deposit issued for the account of the City; (8) fully collateralized repurchase agreements that have a defined termination date, are secured by a combination of cash and obligations described in clause (1) require the securities being purchased by the City or cash held by the City to be pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City, and are placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in the State; (9) certain bankers' acceptances with the remaining term of 270 days or less, if the short-term obligations of the accepting bank or its parent are rated at least "A-1" or

“P-1” or the equivalent by at least one nationally recognized credit rating agency; (10) commercial paper with a stated maturity of 270 days or less that is rated at least “A-1” or “P-1” or the equivalent by either (a) two nationally recognized credit rating agencies or (b) one nationally recognized credit rating agency if the paper is fully secured by an irrevocable letter of credit issued by a U.S. or state bank; (11) no-load money market mutual funds registered with and regulated by the United States Securities and Exchange Commission that have a dollar weighted average stated maturity of 90 days or less and include in their investment objectives the maintenance of a stable net asset value of \$1 for each share; and (12) no-load mutual funds registered with the United States Securities and Exchange Commission that have an average weighted maturity of less than two years, invest exclusively in obligations described in the this paragraph, and are continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than “AAA” or its equivalent. In addition, bond proceeds may be invested in guaranteed investment contracts that have a defined termination date and are secured by obligations, including letters of credit, of the United States or its agencies and instrumentalities in an amount at least equal to the amount of bond proceeds invested under such contract, other than the prohibited obligations described below.

A political subdivision such as the City may enter into securities lending programs if (i) the securities loaned under the program are 100% collateralized, a loan made under the program allows for termination at any time and a loan made under the program is either secured by (a) obligations that are described in clauses (1) through (6) above, (b) irrevocable letters of credit issued by a state or national bank that is continuously rated by a nationally recognized investment rating firm at not less than A or its equivalent or (c) cash invested in obligations described in clauses (1) through (6) above, clauses (10) through (12) above, or an authorized investment pool; (ii) securities held as collateral under a loan are pledged to the City, held in the City’s name and deposited at the time the investment is made with the City or a third party designated by the City; (iii) a loan made under the program is placed through either a primary government securities dealer or a financial institution doing business in the State of Texas; and (iv) the agreement to lend securities has a term of one year or less.

The City may invest in such obligations directly or through government investment pools that invest solely in such obligations provided that the pools are rated no lower than “AAA” or “AAAm” or an equivalent by at least one nationally recognized rating service. The City may also contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control for a term up to two years, but the City retains ultimate responsibility as fiduciary of its assets. In order to renew or extend such a contract, the City must do so by order, ordinance, or resolution.

The City is specifically prohibited from investing in: (1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal; (2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security and bears no interest; (3) collateralized mortgage obligations that have a stated final maturity of greater than 10 years; and (4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

INVESTMENT POLICIES

Under Texas law, the City is required to invest its funds under written investment policies that primarily emphasize safety of principal and liquidity; that address investment diversification, yield, maturity, and the quality and capability of investment management; and that include a list of authorized investments for City funds, the maximum allowable stated maturity of any individual investment, the maximum average dollar-weighted maturity allowed for pooled fund groups, methods to monitor the market price of investments acquired with public funds, a requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis, and procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the Public Funds Investment Act. All City funds must be invested consistent with a formally adopted “Investment Strategy Statement” that specifically addresses each fund’s investment. Each Investment Strategy Statement will describe its objectives concerning: (1) suitability of investment type, (2) preservation and safety of principal, (3) liquidity, (4) marketability of each investment, (5) diversification of the portfolio, and (6) yield.

Under Texas law, City investments must be made “with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person’s own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.” At least quarterly the City’s investment officers shall submit an investment report detailing: (1) the

investment position of the City, (2) that all investment officers jointly prepared and signed the report, (3) the beginning market value, any additions and changes to market value and the ending value of each pooled fund group, (4) the book value and market value of each separately listed asset at the beginning and end of the reporting period, (5) the maturity date of each separately invested asset, (6) the account or fund or pooled fund group for which each individual investment was acquired, and (7) the compliance of the investment portfolio as it relates to: (a) adopted investment strategy statements and (b) state law. No person may invest City funds without express written authority from City Council.

ADDITIONAL PROVISIONS

Under State law, the City is additionally required to: (1) annually review its adopted policies and strategies; (2) adopt a written instrument by rule, order, ordinance or resolution stating that it has reviewed its investment policy and investment strategies and recording any changes made to either its investment policy or investment strategy; (3) require any investment officers with personal business relationships or relatives with firms seeking to sell securities to the City to disclose the relationship and file a statement with the Texas Ethics Commission and City Council; (4) require the qualified representative of firms offering to engage in an investment transaction with the City to: (a) receive and review the City's investment policy, (b) acknowledge that reasonable controls and procedures have been implemented to preclude investment transactions conducted between the City and the business organization that are not authorized by the City's investment policy (except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards), and (c) deliver a written statement in a form acceptable to the City and the business organization attesting to these requirements; (5) perform an annual audit of the management controls on investments and adherence to the City's investment policy; (6) provide specific investment training for the treasurer, chief financial officer and investment officers; (7) restrict reverse repurchase agreements to not more than 90 days and restrict the investment of reverse repurchase agreement funds to no greater than the term of the reverse repurchase agreement; (8) restrict the investment in no-load mutual funds in the aggregate to no more than 15% of the City's monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service; (9) require local government investment pools to conform to the new disclosure, rating, net asset value, yield calculation, and advisory board requirements; and (10) at least annually review, revise and adopt a list of qualified brokers that are authorized to engage in investment transactions with the City.

TABLE 15 - CURRENT INVESTMENTS

Current Investments as of September 30, 2018

Type of Investment	Book Value	Market Value
Agency Securities	\$114,059,938	\$113,894,443
Local Government Pools=TexPool + TexTerm	24,547,160	24,547,160
Money Market Funds=Repurchase	3,950,000	3,950,000
	<u>\$142,557,099</u>	<u>\$142,391,603</u>

TAX MATTERS

The following discussion of certain federal income tax considerations is for general information only and is not tax advice. Each prospective purchaser of the Certificates should consult its own tax advisor as to the tax consequences of the acquisition, ownership and disposition of the Certificates.

In the opinion of Bond Counsel, under existing law (i) interest on the Certificates is excludable from gross income for federal income tax purposes and (ii) the Certificates are not "private activity bonds" under the Internal Revenue Code of 1986, as amended (the "Code"), and, as such, interest on the Certificates is not subject to the alternative minimum tax.

The Code imposes a number of requirements that must be satisfied for interest on state or local obligations, such as the Certificates, to be excludable from gross income for federal income tax purposes. These requirements include limitations on the use of bond proceeds and the source of repayment of bonds, limitations on the investment of bond

proceeds prior to expenditure, a requirement that excess arbitrage earned on the investment of bond proceeds be paid periodically to the United States and a requirement that the issuer file an information report with the Internal Revenue Service (the “Service”). The City has covenanted in the Ordinance that it will comply with these requirements.

Bond Counsel’s opinion will assume continuing compliance with the covenants of the Ordinance pertaining to those sections of the Code that affect the excludability of interest on the Certificates from gross income for federal income tax purposes and, in addition, will rely on representations by the City, the City’s Financial Advisor and the Underwriters with respect to matters solely within the knowledge of the City, the City’s Financial Advisor and the Underwriters, respectively, which Bond Counsel has not independently verified. If the City should fail to comply with the covenants in the Ordinance or if the foregoing representations should be determined to be inaccurate or incomplete, interest on the Certificates could become includable in gross income from the date of delivery of the Certificates, regardless of the date on which the event causing such inclusion occurs.

Except as stated above, Bond Counsel will express no opinion as to any federal, state or local tax consequences resulting from the receipt or accrual of interest on, or acquisition, ownership or disposition of, the Certificates.

Bond Counsel’s opinion is based on existing law, which is subject to change. Such opinion is further based on Bond Counsel’s knowledge of facts as of the date thereof. Bond Counsel assumes no duty to update or supplement its opinion to reflect any facts or circumstances that may thereafter come to Bond Counsel’s attention or to reflect any changes in any law that may thereafter occur or become effective. Moreover, Bond Counsel’s opinion is not a guarantee of result and is not binding on the Service; rather, such opinion represents Bond Counsel’s legal judgment based upon its review of existing law and in reliance upon the representations and covenants referenced above that it deems relevant to such opinion. The Service has an ongoing audit program to determine compliance with rules that relate to whether interest on state or local obligations is includable in gross income for federal income tax purposes. No assurance can be given as to whether or not the Service will commence an audit of the Certificates. If an audit is commenced, in accordance with its current published procedures the Service is likely to treat the City as the taxpayer and the Owners may not have a right to participate in such audit. Public awareness of any future audit of the Certificates could adversely affect the value and liquidity of the Certificates, regardless of the ultimate outcome of the audit.

ADDITIONAL FEDERAL INCOME TAX CONSIDERATIONS

COLLATERAL TAX CONSEQUENCES

Prospective purchasers of the Certificates should be aware that the ownership of tax-exempt obligations may result in collateral federal income tax consequences to financial institutions, life insurance and property and casualty insurance companies, certain S corporations with Subchapter C earnings and profits, individual recipients of Social Security or Railroad Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, low and middle income taxpayers otherwise qualifying for the health insurance premium assistance credit, and individuals otherwise qualifying for the earned income tax credit. In addition, certain foreign corporations doing business in the United States may be subject to the “branch profits tax” on their effectively connected earnings and profits, including tax-exempt interest such as interest on the Certificates. These categories of prospective purchasers should consult their own tax advisors as to the applicability of these consequences. Prospective purchasers of the Certificates should also be aware that, under the Code, taxpayers are required to report on their returns the amount of tax-exempt interest, such as interest on the Certificates, received or accrued during the year.

TAX ACCOUNTING TREATMENT OF ORIGINAL ISSUE PREMIUM CERTIFICATES

The issue price of all or a portion of the Certificates may exceed the stated redemption price payable at maturity of such Certificates. Such Certificates (the “Premium Certificates”) are considered for federal income tax purposes to have “bond premium” equal to the amount of such excess. The basis of a Premium Certificate in the hands of an initial owner is reduced by the amount of such excess that is amortized during the period such initial owner holds such Premium Certificate in determining gain or loss for federal income tax purposes. This reduction in basis will increase the amount of any gain or decrease the amount of any loss recognized for federal income tax purposes on the sale or other taxable disposition of a Premium Certificate by the initial owner. No corresponding deduction is allowed for federal income tax purposes for the reduction in basis resulting from amortizable bond premium. The amount of bond premium on a Premium Certificate that is amortizable each year (or shorter period in the event of a

sale or disposition of a Premium Certificate) is determined using the yield to maturity on the Premium Certificate based on the initial offering price of such Premium Certificate.

The federal income tax consequences of the purchase, ownership and redemption, sale or other disposition of Premium Certificates that are not purchased in the initial offering at the initial offering price may be determined according to rules that differ from those described above. All owners of Premium Certificates should consult their own tax advisors with respect to the determination for federal, state, and local income tax purposes of amortized bond premium upon the redemption, sale or other disposition of a Premium Certificate and with respect to the federal, state, local, and foreign tax consequences of the purchase, ownership, and sale, redemption or other disposition of such Premium Certificates.

TAX ACCOUNTING TREATMENT OF ORIGINAL ISSUE DISCOUNT CERTIFICATES

The issue price of all or a portion of the Certificates may be less than the stated redemption price payable at maturity of such Certificates (the "Original Issue Discount Certificates"). In such case, the difference between (i) the amount payable at the maturity of each Original Issue Discount Certificate, and (ii) the initial offering price to the public of such Original Issue Discount Certificate constitutes original issue discount with respect to such Original Issue Discount Certificate in the hands of any owner who has purchased such Original Issue Discount Certificate in the initial public offering of the Certificates. Generally, such initial owner is entitled to exclude from gross income (as defined in Section 61 of the Code) an amount of income with respect to such Original Issue Discount Certificates equal to that portion of the amount of such original issue discount allocable to the period that such Original Issue Discount Certificate continues to be owned by such owner. Because original issue discount is treated as interest for federal income tax purposes, the discussion regarding interest on the Certificates under the captions "TAX MATTERS - Tax Exemption" and "TAX MATTERS - ADDITIONAL FEDERAL INCOME TAX CONSIDERATIONS - COLLATERAL TAX CONSEQUENCES" and "- TAX LEGISLATIVE CHANGES" generally applies, and should be considered in connection with the discussion in this portion of the Official Statement.

In the event of the redemption, sale or other taxable disposition of such Original Issue Discount Certificate prior to stated maturity, however, the amount realized by such owner in excess of the basis of such Original Issue Discount Certificate in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Original Issue Discount Certificate was held by such initial owner) is includable in gross income.

The foregoing discussion assumes that (a) the Underwriters have purchased the Certificates for contemporaneous sale to the public and (b) all of the Original Issue Discount Certificates have been initially offered, and a substantial amount of each maturity thereof has been sold, to the general public in arm's-length transactions for a price (and with no other consideration being included) not more than the initial offering prices thereof stated on the inside cover page of this Official Statement. Neither the City nor Bond Counsel has made any investigation or offers any comfort that the Original Issue Discount Certificates will be offered and sold in accordance with such assumptions.

Under existing law, the original issue discount on each Original Issue Discount Certificate is accrued daily to the stated maturity thereof (in amounts calculated as described below for each six-month period ending on the date before the semiannual anniversary dates of the date of the Certificates and ratably within each such six-month period) and the accrued amount is added to an initial owner's basis for such Original Issue Discount Certificate for purposes of determining the amount of gain or loss recognized by such owner upon the redemption, sale or other disposition thereof. The amount to be added to basis for each accrual period is equal to (a) the sum of the issue price and the amount of original issue discount accrued in prior periods multiplied by the yield to stated maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) less (b) the amounts payable as current interest during such accrual period on such Original Issue Discount Certificate.

The federal income tax consequences of the purchase, ownership, and redemption, sale or other disposition of Original Issue Discount Certificates which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. All owners of Original Issue Discount Certificates should consult their own tax advisors with respect to the determination for federal, state, and local income tax purposes of interest accrued upon redemption, sale or other disposition of such Original Issue Discount Certificates and with respect to the federal, state, local and foreign tax consequences of the purchase, ownership, redemption, sale or other disposition of such Original Issue Discount Certificates.

TAX LEGISLATIVE CHANGES

Current law may change so as to directly or indirectly reduce or eliminate the benefit of the excludability of interest on the Certificates from gross income for federal income tax purposes. Any proposed legislation, whether or not enacted, could also affect the value and liquidity of the Certificates. Prospective purchasers of the Certificates should consult with their own tax advisors with respect to any proposed, pending or future legislation.

CONTINUING DISCLOSURE OF INFORMATION

In the Ordinance, the City has made the following agreement for the benefit of the holders and beneficial owners of the Certificates. The City is required to observe the agreement for so long as it remains obligated to advance funds to pay the Certificates. Under the agreement, the City will be obligated to provide certain updated financial information and operating data annually, and timely notice of specified material events, to the Municipal Securities Rulemaking Board ("MSRB"). Information will be available free of charge via the Electronic Municipal Market Access ("EMMA") system at www.emma.msrb.org.

ANNUAL REPORTS

The City will provide certain updated financial information and operating data to the MSRB annually via EMMA. The information to be updated includes all quantitative financial information and operating data of the general type included in this Official Statement in [Tables 1 through 5 and Tables 7 through 14], and in APPENDIX B. The City will update and provide this information within six months after the end of each fiscal year.

The City may provide updated information in full text or may incorporate by reference other publicly available documents, as permitted by the United States Securities and Exchange Commission ("SEC") Rule 15c2-12 (the "Rule"). The updated information will include audited financial statements if the City commissions an audit and the audit is completed by the required time. If audited financial statements are not available by the required time, the City will provide such financial statements on an unaudited basis within the required time and audited financial statements when and if they become available. Any such financial statements will be prepared in accordance with the accounting principles described in APPENDIX B or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation.

The City's current fiscal year end is September 30. Accordingly, the City must provide updated information by March 31 in each year, unless the City changes its fiscal year. If the City changes its fiscal year, it will notify the MSRB of the change.

EVENT NOTICES

The City will also provide the following to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the following events with respect to the Certificates: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates; (7) modifications to rights of holders of the Certificates, if material; (8) Bond calls, if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Certificates, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the City; (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and (14) appointment of successor or additional paying agent/registrars or the change of name of a paying agent/registrars, if material. In addition, the City will provide to the MSRB, in a timely manner, notice of any failure by the City to provide the required annual financial information described above under "Annual Reports" in accordance with this section.

For these purposes, any event described in (12) in the immediately preceding paragraph is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or

governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

LIMITATIONS AND AMENDMENTS

The City has agreed to update information and to provide notices of material events only as described above. The City has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described above. The City makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Certificates at any future date. The City disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although holders of Certificates may seek a writ of mandamus to compel the City to comply with its agreement.

The City may amend its continuing disclosure agreement from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, if (i) the agreement, as amended, would have permitted an underwriter to purchase or sell Certificates in the initial primary offering in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (a) the holders of a majority in aggregate principal amount of the outstanding Certificates consent to the amendment or (b) any person unaffiliated with the City (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the holders and beneficial owners of the Certificates. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

If the City so amends the agreement, it has agreed to include with the next financial information and operating data provided in accordance with its agreement described above under “Annual Reports” an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information and operating data so provided.

COMPLIANCE WITH PRIOR UNDERTAKINGS

The City has entered into prior undertakings pursuant to which it has agreed to provide certain continuing disclosure information. In the last five years, the City did not provide or failed to timely provide annual updates for certain items. With respect to certain of its general obligation debt, the City filed its “Continuing Disclosure Report” for the Fiscal Years 2013 and 2014 in a timely manner but did not incorporate by reference certain Selected Financial and Operating Information of the Wharves which was required in connection with its Combination Tax and Revenue Refunding Bonds, Series 2013A and 2013B, dated April 15, 2013. The City cured this failure by filing a material event notice on EMMA on January 11, 2016 which incorporated by reference the omitted Selected Financial and Operating Information of the Wharves. These tables were filed and made available in a timely manner pursuant to the requirements of the undertaking of the Wharves debt. With respect to certain of its hotel occupancy tax debt, the City timely filed “Continuing Disclosure Reports” for Fiscal Year 2013 but failed to include three schedules which were filed on September 17, 2014.

In addition, certain of the City’s prior undertakings required the City to file notice of rating changes relating to its underlying ratings and enhanced ratings. With respect to rating changes relating to debt that has been insured, in the past five years there have been numerous rating actions reported by Moody’s Investors Service, S&P Global Ratings and Fitch Ratings affecting the municipal bond insurance companies. The City determined that it was not necessary to file such rating changes since such information was common market knowledge.

As of the date hereof, each of the filings described above have been filed with EMMA. For additional information relating to each of these filings, please refer to EMMA’s website at www.emma.msrb.org. The City has implemented continuing disclosure procedures to help ensure timely compliance with its annual disclosure and event notice obligations in the future.

OTHER INFORMATION

RATINGS

The Certificates and the presently outstanding tax-supported debt of the City are rated “__” by Moody’s Investor Service and “__” by Fitch Ratings, without regard to credit enhancement. An explanation of the significance of such ratings may be obtained from the company furnishing the rating. The ratings reflect only the respective views of such organizations and the City makes no representation as to the appropriateness of the ratings. There is no assurance that such ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely by either or both of such rating companies, if in the judgment of either or both companies, circumstances so warrant. Any such downward revision or withdrawal of such ratings, or either of them, may have an adverse effect on the market price of the Certificates. Neither the Underwriters nor the City has undertaken any responsibility to bring to the attention of the holders of the Certificates any proposed revision or withdrawal of the ratings of the Certificates or to oppose any such proposed revision or withdrawal. Any such change in or withdrawal of such ratings could have an adverse effect on the market price of the Certificates.

LITIGATION

The City is a defendant in various lawsuits and is aware of pending claims arising in the ordinary course of its municipal and enterprise activities, certain of which seek damages that could impact the operations of the City. That litigation includes lawsuits claiming damages that allege that the City caused personal injuries and wrongful deaths, breach of contract and various claims from contractors for additional amounts under construction contracts.

The status of such litigation ranges from an early discovery stage to various levels of appeal of judgments both for and against the City. The amount of damages is limited in certain cases under the Texas Tort Claims Act and is subject to appeal.

However, with respect to the lawsuit styled CDM Smith v. City of Galveston et. al. in the 56th Judicial District Court of Galveston County Texas, the Plaintiff alleged breach of contract. This case has been tried and judgment was issued on November 1, 2018 by the 56th Judicial District Court of Galveston County in favor of the Plaintiff, CDM Smith, in the amount of \$15,725,068.49. However, the City of Galveston and CDM Smith negotiated a settlement of that case for the total payment of \$13,500,000 which has been paid out of available City funds; the final release of judgment is being drafted by the parties.

The City was threatened with litigation by a contractor, Cardinal Construction Inc., for recovery of delay claims experienced during the construction of a pump station for the municipal water supply. The City resolved the claim with a payment out of available City funds of \$2,960,000 to the Contractor. The City will be seeking recovery of those funds from the engineering companies involved with the project.

The City intends to defend itself vigorously against all suits; however, no prediction can be made, as of the date hereof, with respect to the liability of the City for such claims or the final outcome of such suits. In litigation where personal injuries or property damages are claimed, the City is a member of a municipal risk pool and has coverage through that pool. Otherwise, the City typically utilizes its general fund to liquidate claims and judgments. The City is also authorized under Texas law to issue bonds to pay any final judgments resulting from lawsuits against the City.

REGISTRATION AND QUALIFICATION OF CERTIFICATES FOR SALE

The sale of the Certificates has not been registered under the Federal Securities Act of 1933, as amended, in reliance upon the exemption provided thereunder by Section 3(a)(2); and the Certificates have not been qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Certificates been qualified under the securities acts of any jurisdiction. The City assumes no responsibility for qualification of the Certificates under the securities laws of any jurisdiction in which the Certificates may be sold, assigned, pledged, hypothecated or otherwise transferred. This disclaimer of responsibility for qualification for sale or other disposition of the Certificates shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration provisions.

LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS

Section 1201.041 of the Public Security Procedures Act (Chapter 1201, Texas Government Code) provides that the Certificates are negotiable instruments governed by Chapter 8, Texas Business and Commerce Code, and are legal and authorized investments for insurance companies, fiduciaries, and trustees, and for the sinking funds of municipalities or other political subdivisions or public agencies of the State of Texas. With respect to investment in the Certificates by municipalities or other political subdivisions or public agencies of the State of Texas, the Public Funds Investment Act, Chapter 2256, Texas Government Code, requires that the Certificates be assigned a rating of "A" or its equivalent as to investment quality by a national rating agency. See "RATINGS" herein. In addition, various provisions of the Texas Finance Code provide that, subject to a prudent investor standard, the Certificates are legal investments for state banks, savings banks, trust companies with at capital of one million dollars or more, and savings and loan associations. The Certificates are eligible to secure deposits of any public funds of the State, its agencies, and its political subdivisions, and are legal security for those deposits to the extent of their market value. No review by the City has been made of the laws in other states to determine whether the Certificates are legal investments for various institutions in those states.

LEGAL MATTERS

The City will furnish a complete transcript of proceedings incident to the authorization and issuance of the Certificates, including the approving legal opinion of the Attorney General of the State of Texas to the effect that the Certificates are valid and binding obligations of the City, and based upon examination of such transcript of proceedings, the approving legal opinion of Bond Counsel in substantially the form attached hereto as APPENDIX C. Bond Counsel has reviewed the statements and information appearing in the Official Statement under the captions "THE CERTIFICATES" (except the subcaptions "TAX RATE LIMITATION," "BOOK-ENTRY-ONLY SYSTEM" and "REMEDIES OF HOLDERS OF THE CERTIFICATES") and "CONTINUING DISCLOSURE OF INFORMATION" (except the subcaption "COMPLIANCE WITH PRIOR UNDERTAKINGS") and Bond Counsel is of the opinion that the statements and information contained therein fairly and accurately reflect the provisions of the Ordinance; further, Bond Counsel has reviewed the statements and information contained in the Official Statement under the captions "TAX MATTERS," "ADDITIONAL FEDERAL INCOME TAX CONSIDERATIONS," "OTHER INFORMATION - REGISTRATION AND QUALIFICATION OF CERTIFICATES FOR SALE," "OTHER INFORMATION - LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS," and "OTHER INFORMATION - LEGAL MATTERS" (except for the last two sentences of the first paragraph) and Bond Counsel is of the opinion that the statements and information contained therein fairly and accurately describe the laws and legal issues contained therein. Bond Counsel has not independently verified any of the factual information contained in this Official Statement nor have they conducted an investigation of the affairs of the City for the purpose of passing upon the accuracy or completeness of this Official Statement. No person is entitled to rely upon such firm's limited participation as an assumption of responsibility for, or an expression of opinion of any kind with regard to, the accuracy or completeness of any of the information contained herein. The legal fees to be paid to Bond Counsel for services rendered in connection with the issuance of the Certificates is contingent upon the sale and delivery of the Certificates. Certain matters will be passed upon for the City by Hunton Andrews Kurth LLP, Houston, Texas, Disclosure Counsel, whose fee is contingent upon the sale and delivery of the Certificates. Certain matters will be passed upon for the Underwriters by Orrick, Herrington & Sutcliffe LLP, Houston, Texas, Counsel for the Underwriters, whose fee is contingent upon the sale and delivery of the Certificates.

The various legal opinions to be delivered concurrently with the delivery of the Certificates express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of the expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

AUTHENTICITY OF FINANCIAL DATA AND OTHER INFORMATION

The financial data and other information contained herein have been obtained from City records, audited financial statements and other sources which are believed to be reliable. There is no guarantee that any of the assumptions or estimates contained herein will be realized. All of the summaries of the statutes, documents and resolutions contained in this Official Statement are made subject to all of the provisions of such statutes, documents and resolutions. These summaries do not purport to be complete statements of such provisions and reference is made to such documents for further information. Reference is made to original documents in all respects.

FINANCIAL ADVISOR

Hutchinson, Shockey, Erley & Co. is employed as Financial Advisor to the City in connection with the issuance of the Certificates. The Financial Advisor's fee for services rendered with respect to the sale of the Certificates is contingent upon the issuance and delivery of the Certificates. The Financial Advisor has relied on the opinion of Bond Counsel and has not verified and does not assume any responsibility for the information, covenants and representations contained in any of the legal documents with respect to the federal income tax status of the Certificates, or the possible impact of any present, pending or future actions taken by any legislative or judicial bodies.

AUDITED FINANCIAL STATEMENTS

Whitley Penn LLP, the City's independent auditor, has not reviewed, commented on, or approved, and is not associated with, this Official Statement. The report of Whitley Penn LLP relating to City's financial statements for the fiscal year ended September 30, 2017 is included in this Official Statement in APPENDIX B; however, Whitley Penn LLP has not performed any procedures on such financial statements since the date of such report, and has not performed any procedures on any other financial information of the City, including without limitation any of the information contained in this Official Statement.

UNDERWRITING

The Underwriters have agreed, subject to certain conditions, to purchase the Certificates from the City at a price of \$_____ (representing the principal amount of the Certificates, plus a premium in the amount of \$_____, less an underwriting discount of \$_____). The Underwriters will be obligated to purchase all of the Certificates if any Certificates are purchased. The Certificates to be offered to the public may be offered and sold to certain dealers (including the Underwriters and other dealers depositing Certificates into investment trusts) at prices lower than the public offering prices of such Certificates, and such public offering prices may be changed, from time to time, by the Underwriters.

The Underwriters have reviewed the information in this Official Statement pursuant to its responsibilities to investors under the federal securities laws, but the Underwriters do not guarantee the accuracy or completeness of such information.

FORWARD-LOOKING STATEMENTS

The statements contained in this Official Statement and in any other information provided by the City that are not purely historical are forward-looking statements, including statements regarding the City's expectations, hopes, intentions, or strategies regarding the future. Readers should not place undue reliance on forward-looking statements. All forward-looking statements included in this Official Statement are based on information available to the City on the date hereof, and the City assumes no obligations to update any such forward-looking statements. It is important to note that the City's actual results could differ materially from those in such forward-looking statements.

The forward-looking statements included herein are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal, and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties, including customers, suppliers, business partners, and competitors, and legislative, judicial, and other governmental authorities and officials. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic, competitive, and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the control of the City. Any of such assumptions could be inaccurate and, therefore, there can be no assurance that the forward-looking statements included in this Official Statement will prove to be accurate.

CITY OF GALVESTON, TEXAS

APPENDIX A

GENERAL INFORMATION REGARDING THE CITY

THE CITY

The City is one of Texas' most historic cities and is a popular tourist and convention destination. Major tourist attractions include "the Elissa," a restored 1877 iron barque, Moody Gardens, Schlitterbahn, the Historic Galveston Island Pleasure Pier, the Strand District, Sea Wolf Park, year-round sport fishing, and miles of beautiful beaches.

HEALTH CARE

The City is home to the University of Texas Medical Branch ("UTMB"). UTMB offers the full range of primary and specialized medical care through a network of Galveston-based hospitals and clinics. The cornerstone to UTMB's future growth in the City is the new Jennie Sealy Hospital, designed to promote a team-based approach to care, offer real-world educational opportunities for students, and provide a state-of-the-art, optimal healing environment for patients and their families. The \$438 million hospital opened for patients in April 2016, and has advanced medical training and patient health for the region. Construction on the adjacent Clinical Services Wing, which houses critical support services for the entire inpatient complex on Galveston Island, opened in June 2015. The combined hospital bed count is approximately 600 beds. UTMB has a \$1.7 billion annual budget.

The new hospital was part of a more than \$1 billion plan for the repair, renovation and new construction of UTMB. UTMB is planning to build a new clinical services wing next to the new Jennie Sealy Hospital and is renovating and modernizing John Sealy Hospital. Since Hurricane Ike (2008) UTMB has opened 25 clinics in 15 locations on the mainland for a total of 40 clinics on and off the island. The medical school also completed construction on a \$62 million outpatient specialty care and surgical center in League City.

The Galveston-based Sealy & Smith Foundation will contribute \$170 million to the cost of construction that will be combined with \$150 million in tuition revenue bonds approved by the Legislature in its last two sessions. The remaining \$118 million in construction costs will come from UTMB, and a plan to raise \$100 million in donations.

UTMB employees over 11,500 people county-wide with 9,000 working in the City.

EDUCATION

Primary Education: Galveston Independent School District covers 94.82 square miles and serves approximately 6,800 students in the City and on Bolivar Peninsula. During the 2017-2018 school year, it will operate three high-school programs, six middle school programs and six elementary schools. There are eight private schools in the City.

Higher Education: Texas A&M University at Galveston; Galveston College; UTMB (four schools and three institutes).

ECONOMY

Major employment sectors in the City are education, tourism and health care. Johnson Space Center, 30 minutes from the City, and many support industries provide opportunities in engineering, electronics and aeronautical research. Approximately 60 miles north on Highway 45 is Houston, the fourth largest city in the United States.

The education industry is a major employer in the City. In addition to the educators that support UTMB's four colleges and two institutes, Galveston Independent School District provides the third largest employment opportunities in the City with a total of approximately 1,361 employees, and Texas A&M University at Galveston has approximately 397 employees.

The City is home to various public and private maritime facilities. The public port authority, known as the Galveston Wharves, and in the maritime industry as the Port of Galveston, is a wholly-owned entity of the City. The port is located on the upper Texas coast at the mouth of Galveston Bay, just 30 minutes steaming time from the open sea.

The wharves have facilities to handle all types of cargo, including containers; automobiles; project, import and export dry bulks; and a variety of break bulk commodities.

The Port of Galveston is home to four year-round home-ported cruise ships. The City is the fourth largest home port in the United States when measured by embarkations. Total revenue passengers was estimated to be 866,000 in 2016, up 3.7% from 2015.

Trains cross Galveston Bay on a bridge adjacent to the Causeway, the major link to the mainland. The San Luis Pass Bridge on the west end and a public ferry service at the east end provide additional access.

Major air service is available at two Houston airports-Hobby Airport, 45 minutes from the City, and Houston Intercontinental Airport, 1.5 hours from the City. The City has a municipal airport, Scholes Field, used for private flying and helicopter services.

TOP EMPLOYERS

Employer	Type of Business	Number of Employees
University of Texas Medical Branch	Medical / Education	8,254
Landry's Seafood Restaurants Inc.	Restaurant	2,788
Galveston County (Island only)	Government	1,340
Galveston ISD	Education	1,100
Moody Gardens	Tourism	1,027
American National Insurance Co.	Insurance	845
City of Galveston	Government	744
Schlitterbahn	Water Park	500
Walmart	Retail	475
International Longshoremen's Assoc.	Union	470

Source: Galveston Economic Development Partnership

LABOR STATISTICS

City of Galveston

Year	Civilian Labor Force	Total Employment	Unemployment	Rate
2011	23,267	21,285	1,982	8.50%
2012	23,746	21,966	1,780	7.50%
2013	24,022	22,378	1,644	6.80%
2014	24,454	23,091	1,363	5.60%
2015	24,169	22,995	1,174	4.90%
2016	24,371	23,059	1,312	5.40%
2017	23,942	22,748	1,194	5.00%
2018 ⁽¹⁾	24,710	23,692	1,018	4.10%

Galveston County

Year	Civilian Labor Force	Total Employment	Unemployment	Rate
2011	148,886	135,890	13,016	8.80%
2012	153,289	141,591	11,686	7.60%
2013	156,153	145,498	10,655	6.80%
2014	157,608	148,773	8,835	5.60%
2015	157,727	149,858	7,869	5.00%
2016	159,251	151,026	8,225	5.20%
2017	161,703	153,291	8,412	5.20%
2018 ⁽¹⁾	166,277	159,655	6,622	4.00%

Source: Texas Workforce Commission.

(1) Through October 2018 (ten months).

APPENDIX B

EXCERPTS FROM THE ANNUAL FINANCIAL REPORT

APPENDIX C

FORM OF BOND COUNSEL'S OPINION

CITY OF GALVESTON, TEXAS

\$35,000,000* Certificates of Obligation, Series 2019

Schedule of Events

December 2018						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

January 2019						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February 2019						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

Date	Event	Responsibility
Thurs., December 13 th	City Council Regular Meeting	City
Fri., December 21 st	Distribute First Draft of POS	BC/FA/DC
Wed., January 2 nd	Comments to Documents	All
Thurs., January 3 rd	Distribute Credit Packages to Rating Agencies	FA
Fri., January 11 th	Rating Agency Calls 9am/10am	City/FA
Wed., January 16 th	Rating Agency Responses	City/FA
Thurs., January 17 th , 2pm CST	Due Diligence Call	All
Fri., January 18 th	Distribute POS	FA/UW/DC
Wed., January 23 rd	Price Bonds	UW/FA/ City
Thurs., January 24 th	City Council Approval of Sale	City/FA
Tues., January 29 th	Distribute Draft of Official Statement ("OS")	FA/DC
Mon., February 4 th	Return Comments to OS	All
Tues., February 5 th	Distribute OS	FA/DC
Wed., February 6 th	Distribute Closing Memorandum	FA
Tues., February 12 th	Closing	All

City	City of Galveston	
FA	Financial Advisor:	Hutchinson, Shockey, Erley & Co.
BC	Bond Counsel:	Bracewell LLP
DC	Disclosure Counsel:	Hunton Andrews Kurth LLP
UW	Underwriters:	TBD
UC	Underwriters Counsel:	TBD

*Preliminary, subject to change.

HutchinsonShockeyErley&Co

TABLE OF CONTENTS

City of Galveston
2019 New Money C/O

Report	Page
Sources and Uses of Funds	1
Bond Summary Statistics	2
Bond Pricing	3
Bond Debt Service	4
Cost of Issuance	5
Underwriter's Discount	6

SOURCES AND USES OF FUNDS**City of Galveston
2019 New Money C/O**

Dated Date	12/12/2019
Delivery Date	12/12/2019

Sources:

Bond Proceeds:	
Par Amount	31,610,000.00
Premium	3,731,223.35
	35,341,223.35

Uses:

Project Fund Deposits:	
Project Fund	35,000,000.00
Cost of Issuance:	
Other Cost of Issuance	150,000.00
Underwriter's Discount:	
Other Underwriter's Discount	189,660.00
Other Uses of Funds:	
Additional Proceeds	1,563.35
	35,341,223.35

BOND SUMMARY STATISTICS



**City of Galveston
2019 New Money C/O**

Dated Date	12/12/2019
Delivery Date	12/12/2019
First Coupon	05/01/2020
Last Maturity	05/01/2049
Arbitrage Yield	3.281306%
True Interest Cost (TIC)	3.917794%
Net Interest Cost (NIC)	4.247875%
All-In TIC	3.954072%
Average Coupon	4.873510%
Average Life (years)	17.908
Weighted Average Maturity (years)	18.080
Duration of Issue (years)	12.032
Par Amount	31,610,000.00
Bond Proceeds	35,341,223.35
Total Interest	27,587,722.78
Net Interest	24,046,159.43
Bond Years from Dated Date	566,074,972.22
Bond Years from Delivery Date	566,074,972.22
Total Debt Service	59,197,722.78
Maximum Annual Debt Service	1,989,200.00
Average Annual Debt Service	2,014,479.65
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	6.000000
Total Underwriter's Discount	6.000000
Bid Price	111.203933

Bond Component	Par Value	Price	Average Coupon	Average Life	Duration	PV of 1 bp change
Serial Bonds	31,610,000.00	111.804	4.874%	17.908	12.064	26,428.30
	31,610,000.00			17.908		26,428.30

	TIC	All-In TIC	Arbitrage Yield
Par Value	31,610,000.00	31,610,000.00	31,610,000.00
+ Accrued Interest			
+ Premium (Discount)	3,731,223.35	3,731,223.35	3,731,223.35
- Underwriter's Discount	(189,660.00)	(189,660.00)	
- Cost of Issuance Expense		(150,000.00)	
- Other Amounts			
Target Value	35,151,563.35	35,001,563.35	35,341,223.35
Target Date	12/12/2019	12/12/2019	12/12/2019
Yield	3.917794%	3.954072%	3.281306%

BOND PRICING**City of Galveston
2019 New Money C/O**

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)
Serial Bonds:									
	05/01/2020	1,020,000.00	3.000%	1.940%	100.403				4,110.60
	05/01/2021	540,000.00	3.000%	2.050%	101.290				6,966.00
	05/01/2022	560,000.00	4.000%	2.130%	104.326				24,225.60
	05/01/2023	580,000.00	4.000%	2.210%	105.807				33,680.60
	05/01/2024	605,000.00	4.000%	2.300%	107.052				42,664.60
	05/01/2025	625,000.00	4.000%	2.400%	108.036				50,225.00
	05/01/2026	655,000.00	4.000%	2.500%	108.800				57,640.00
	05/01/2027	680,000.00	4.000%	2.600%	109.350				63,580.00
	05/01/2028	705,000.00	5.000%	2.700%	117.154				120,935.70
	05/01/2029	740,000.00	5.000%	2.780%	118.226				134,872.40
	05/01/2030	780,000.00	5.000%	2.850%	119.208				149,822.40
	05/01/2031	815,000.00	5.000%	2.910%	118.614 C	3.052%	05/01/2030	100.000	151,704.10
	05/01/2032	860,000.00	4.000%	3.220%	106.836 C	3.322%	05/01/2030	100.000	58,789.60
	05/01/2033	890,000.00	4.000%	3.320%	105.929 C	3.443%	05/01/2030	100.000	52,768.10
	05/01/2034	930,000.00	4.000%	3.430%	104.942 C	3.558%	05/01/2030	100.000	45,960.60
	05/01/2035	965,000.00	4.000%	3.540%	103.965 C	3.660%	05/01/2030	100.000	38,262.25
	05/01/2036	1,005,000.00	5.000%	3.200%	115.795 C	3.705%	05/01/2030	100.000	158,739.75
	05/01/2037	1,055,000.00	5.000%	3.250%	115.318 C	3.789%	05/01/2030	100.000	161,604.90
	05/01/2038	1,105,000.00	5.000%	3.300%	114.842 C	3.865%	05/01/2030	100.000	164,004.10
	05/01/2039	1,160,000.00	5.000%	3.340%	114.463 C	3.927%	05/01/2030	100.000	167,770.80
	05/01/2040	1,220,000.00	5.000%	3.370%	114.180 C	3.978%	05/01/2030	100.000	172,996.00
	05/01/2041	1,280,000.00	5.000%	3.400%	113.898 C	4.024%	05/01/2030	100.000	177,894.40
	05/01/2042	1,345,000.00	5.000%	3.430%	113.617 C	4.067%	05/01/2030	100.000	183,148.65
	05/01/2043	1,410,000.00	5.000%	3.450%	113.430 C	4.101%	05/01/2030	100.000	189,363.00
	05/01/2044	1,485,000.00	5.000%	3.460%	113.336 C	4.127%	05/01/2030	100.000	198,039.60
	05/01/2045	1,555,000.00	5.000%	3.470%	113.243 C	4.151%	05/01/2030	100.000	205,928.65
	05/01/2046	1,635,000.00	5.000%	3.480%	113.150 C	4.173%	05/01/2030	100.000	215,002.50
	05/01/2047	1,715,000.00	5.000%	3.490%	113.057 C	4.193%	05/01/2030	100.000	223,927.55
	05/01/2048	1,800,000.00	5.000%	3.500%	112.963 C	4.213%	05/01/2030	100.000	233,334.00
	05/01/2049	1,890,000.00	5.000%	3.510%	112.871 C	4.230%	05/01/2030	100.000	243,261.90
31,610,000.00									3,731,223.35

Dated Date	12/12/2019	
Delivery Date	12/12/2019	
First Coupon	05/01/2020	
Par Amount	31,610,000.00	
Premium	3,731,223.35	
Production	35,341,223.35	111.803933%
Underwriter's Discount	(189,660.00)	(0.600000%)
Purchase Price	35,151,563.35	111.203933%
Accrued Interest		
Net Proceeds	35,151,563.35	

BOND DEBT SERVICE**City of Galveston
2019 New Money C/O**

Dated Date 12/12/2019
Delivery Date 12/12/2019

Period Ending	Principal	Coupon	Interest	Debt Service
09/30/2020	1,020,000.00	3.000%	569,822.78	1,589,822.78
09/30/2021	540,000.00	3.000%	1,445,200.00	1,985,200.00
09/30/2022	560,000.00	4.000%	1,429,000.00	1,989,000.00
09/30/2023	580,000.00	4.000%	1,406,600.00	1,986,600.00
09/30/2024	605,000.00	4.000%	1,383,400.00	1,988,400.00
09/30/2025	625,000.00	4.000%	1,359,200.00	1,984,200.00
09/30/2026	655,000.00	4.000%	1,334,200.00	1,989,200.00
09/30/2027	680,000.00	4.000%	1,308,000.00	1,988,000.00
09/30/2028	705,000.00	5.000%	1,280,800.00	1,985,800.00
09/30/2029	740,000.00	5.000%	1,245,550.00	1,985,550.00
09/30/2030	780,000.00	5.000%	1,208,550.00	1,988,550.00
09/30/2031	815,000.00	5.000%	1,169,550.00	1,984,550.00
09/30/2032	860,000.00	4.000%	1,128,800.00	1,988,800.00
09/30/2033	890,000.00	4.000%	1,094,400.00	1,984,400.00
09/30/2034	930,000.00	4.000%	1,058,800.00	1,988,800.00
09/30/2035	965,000.00	4.000%	1,021,600.00	1,986,600.00
09/30/2036	1,005,000.00	5.000%	983,000.00	1,988,000.00
09/30/2037	1,055,000.00	5.000%	932,750.00	1,987,750.00
09/30/2038	1,105,000.00	5.000%	880,000.00	1,985,000.00
09/30/2039	1,160,000.00	5.000%	824,750.00	1,984,750.00
09/30/2040	1,220,000.00	5.000%	766,750.00	1,986,750.00
09/30/2041	1,280,000.00	5.000%	705,750.00	1,985,750.00
09/30/2042	1,345,000.00	5.000%	641,750.00	1,986,750.00
09/30/2043	1,410,000.00	5.000%	574,500.00	1,984,500.00
09/30/2044	1,485,000.00	5.000%	504,000.00	1,989,000.00
09/30/2045	1,555,000.00	5.000%	429,750.00	1,984,750.00
09/30/2046	1,635,000.00	5.000%	352,000.00	1,987,000.00
09/30/2047	1,715,000.00	5.000%	270,250.00	1,985,250.00
09/30/2048	1,800,000.00	5.000%	184,500.00	1,984,500.00
09/30/2049	1,890,000.00	5.000%	94,500.00	1,984,500.00
	31,610,000.00		27,587,722.78	59,197,722.78

COST OF ISSUANCE**City of Galveston
2019 New Money C/O**

Cost of Issuance	\$/1000	Amount
Other Cost of Issuance	4.74533	150,000.00
	4.74533	150,000.00

UNDERWRITER'S DISCOUNT**City of Galveston
2019 New Money C/O**

Underwriter's Discount	\$/1000	Amount
Other Underwriter's Discount	6.00000	189,660.00
	6.00000	189,660.00

6.0 APPENDIX B: Rate Schedules & Impacts

Residential Water

Base Rates

Meter Size	Old Rate	New Rate
5/8" x 3/4"	\$ 9.54	\$ 10.78
1"	\$ 21.56	\$ 24.36
1 1/2"	\$ 41.58	\$ 46.99
2"	\$ 65.61	\$ 74.14
3"	\$ 129.69	\$ 146.55
4"	\$ 201.78	\$ 228.01
6"	\$ 402.03	\$ 454.29
8"	\$ 642.33	\$ 725.83
10"	\$ 922.68	\$ 1,042.63
12"	\$ 1,723.68	\$ 1,947.76

Volumetric Rates

Tier	Old Rate	New Rate
0-500 CF	\$ 1.62	\$ 1.78
500-1000 CF	\$ 4.05	\$ 4.45
1000-2000 CF	\$ 6.08	\$ 6.22
2000+ CF	\$ 9.12	\$ 9.26

Sprinkler

Base Rates

Meter Size	Old Rate	New Rate
5/8" x 3/4"	\$ 9.54	\$ 10.78
1"	\$ 21.56	\$ 24.36
1 1/2"	\$ 41.58	\$ 46.99
2"	\$ 65.61	\$ 74.14
3"	\$ 129.69	\$ 146.55
4"	\$ 201.78	\$ 228.01
6"	\$ 402.03	\$ 454.29
8"	\$ 642.33	\$ 725.83
10"	\$ 922.68	\$ 1,042.63
12"	\$ 1,723.68	\$ 1,947.76

Volumetric Rates

Tier	Old Rate	New Rate
0-500 CF	\$ 4.05	\$ 4.29
500-1500 CF	\$ 6.08	\$ 6.44
1500+ CF	\$ 9.12	\$ 9.67

Non-Residential

Base Rates

Meter Size	Old Rate	New Rate
5/8" x 3/4"	\$ 9.54	\$ 10.78
1"	\$ 21.56	\$ 24.36
1 1/2"	\$ 41.58	\$ 46.99
2"	\$ 65.61	\$ 74.14
3"	\$ 129.69	\$ 146.55
4"	\$ 201.78	\$ 228.01
6"	\$ 402.03	\$ 454.29
8"	\$ 642.33	\$ 725.83
10"	\$ 922.68	\$ 1,042.63
12"	\$ 1,723.68	\$ 1,947.76

Volumetric Rates

Tier	Old Rate	New Rate
All Metered Use	\$ 4.05	\$ 4.29

Sewer
Base Rates

Meter Size	Old Rate	New Rate
5/8" x 3/4"	\$ 13.10	\$ 13.10
1"	\$ 30.30	\$ 30.30
1 1/2"	\$ 58.98	\$ 58.98
2"	\$ 93.39	\$ 93.39
3"	\$ 185.15	\$ 185.15
4"	\$ 288.38	\$ 288.38
6"	\$ 575.13	\$ 575.13
8"	\$ 919.23	\$ 919.23
10"	\$ 1,320.68	\$ 1,320.68
12"	\$ 2,467.68	\$ 2,467.68

Volumetric Rates

Tier	Old Rate	New Rate
All Metered Use	\$ 3.42	\$ 3.42

DRAFT

Residential Water 5/8" Meter Water & Sewer Bill Calculations											
Monthly Use (CCF)	Monthly Use (CF)	Monthly Use (Gal)	Agg. Bills Issued %	Current Water	Proposed Water	Current Sewer	Proposed Sewer	Current FY 18	Proposed (JAN FY 19)	\$ Chg	% Chg
0	0	0	13.3%	\$9.54	\$10.78	\$13.10	\$13.10	\$22.64	\$23.88	\$1.24	5.5%
1	100	748	26.9%	\$11.16	\$12.56	\$16.52	\$16.52	\$27.68	\$29.08	\$1.40	5.1%
2	200	1,496	40.3%	\$12.78	\$14.34	\$19.94	\$19.94	\$32.72	\$34.28	\$1.56	4.8%
3	300	2,244	52.7%	\$14.40	\$16.12	\$23.36	\$23.36	\$37.76	\$39.48	\$1.72	4.6%
4	400	2,992	63.3%	\$16.02	\$17.90	\$26.78	\$26.78	\$42.80	\$44.68	\$1.88	4.4%
5	500	3,740	71.7%	\$17.64	\$19.68	\$30.20	\$30.20	\$47.84	\$49.88	\$2.04	4.3%
6	600	4,488	78.3%	\$21.69	\$24.13	\$33.62	\$33.62	\$55.31	\$57.75	\$2.44	4.4%
7	700	5,236	83.3%	\$25.74	\$28.58	\$37.04	\$37.04	\$62.78	\$65.62	\$2.84	4.5%
8	800	5,984	87.0%	\$29.79	\$33.03	\$40.46	\$40.46	\$70.25	\$73.49	\$3.24	4.6%
9	900	6,732	89.9%	\$33.84	\$37.48	\$43.88	\$43.88	\$77.72	\$81.36	\$3.64	4.7%
10	1,000	7,480	92.1%	\$37.89	\$41.93	\$47.30	\$47.30	\$85.19	\$89.23	\$4.04	4.7%
11	1,100	8,228	93.8%	\$43.97	\$48.15	\$50.72	\$50.72	\$94.69	\$98.87	\$4.18	4.4%
12	1,200	8,976	95.2%	\$50.05	\$54.37	\$54.14	\$54.14	\$104.19	\$108.51	\$4.32	4.1%
13	1,300	9,724	96.3%	\$56.13	\$60.59	\$57.56	\$57.56	\$113.69	\$118.15	\$4.46	3.9%
14	1,400	10,472	97.1%	\$62.21	\$66.81	\$60.98	\$60.98	\$123.19	\$127.79	\$4.60	3.7%
15	1,500	11,220	97.9%	\$68.29	\$73.03	\$64.40	\$64.40	\$132.69	\$137.43	\$4.74	3.6%
16	1,600	11,968	98.5%	\$74.37	\$79.25	\$67.82	\$67.82	\$142.19	\$147.07	\$4.88	3.4%
17	1,700	12,716	98.9%	\$80.45	\$85.47	\$71.24	\$71.24	\$151.69	\$156.71	\$5.02	3.3%
18	1,800	13,464	99.3%	\$86.53	\$91.69	\$74.66	\$74.66	\$161.19	\$166.35	\$5.16	3.2%
19	1,900	14,212	99.7%	\$92.61	\$97.91	\$78.08	\$78.08	\$170.69	\$175.99	\$5.30	3.1%
20	2,000	14,960	99.8%	\$98.69	\$104.13	\$81.50	\$81.50	\$180.19	\$185.63	\$5.44	3.0%

Non-Residential Water 5/8" Meter Water & Sewer Bill Calculations										
Monthly Use (CCF)	Monthly Use (CF)	Monthly Use (Gal)	Current Water	Proposed Water	Current Sewer	Proposed Sewer	Current FY 18	Proposed (JAN FY 19)	\$ Chg	% Chg
0	0	0	\$9.54	\$10.78	\$13.10	\$13.10	\$22.64	\$23.88	\$1.24	5.5%
1	100	748	\$13.59	\$15.07	\$16.52	\$16.52	\$30.11	\$31.59	\$1.48	4.9%
2	200	1,496	\$17.64	\$19.36	\$19.94	\$19.94	\$37.58	\$39.30	\$1.72	4.6%
3	300	2,244	\$21.69	\$23.65	\$23.36	\$23.36	\$45.05	\$47.01	\$1.96	4.4%
4	400	2,992	\$25.74	\$27.94	\$26.78	\$26.78	\$52.52	\$54.72	\$2.20	4.2%
5	500	3,740	\$29.79	\$32.23	\$30.20	\$30.20	\$59.99	\$62.43	\$2.44	4.1%
6	600	4,488	\$33.84	\$36.52	\$33.62	\$33.62	\$67.46	\$70.14	\$2.68	4.0%
7	700	5,236	\$37.89	\$40.81	\$37.04	\$37.04	\$74.93	\$77.85	\$2.92	3.9%
8	800	5,984	\$41.94	\$45.10	\$40.46	\$40.46	\$82.40	\$85.56	\$3.16	3.8%
9	900	6,732	\$45.99	\$49.39	\$43.88	\$43.88	\$89.87	\$93.27	\$3.40	3.8%
10	1,000	7,480	\$50.04	\$53.68	\$47.30	\$47.30	\$97.34	\$100.98	\$3.64	3.7%
11	1,100	8,228	\$54.09	\$57.97	\$50.72	\$50.72	\$104.81	\$108.69	\$3.88	3.7%
12	1,200	8,976	\$58.14	\$62.26	\$54.14	\$54.14	\$112.28	\$116.40	\$4.12	3.7%
13	1,300	9,724	\$62.19	\$66.55	\$57.56	\$57.56	\$119.75	\$124.11	\$4.36	3.6%
14	1,400	10,472	\$66.24	\$70.84	\$60.98	\$60.98	\$127.22	\$131.82	\$4.60	3.6%
15	1,500	11,220	\$70.29	\$75.13	\$64.40	\$64.40	\$134.69	\$139.53	\$4.84	3.6%
16	1,600	11,968	\$74.34	\$79.42	\$67.82	\$67.82	\$142.16	\$147.24	\$5.08	3.6%
17	1,700	12,716	\$78.39	\$83.71	\$71.24	\$71.24	\$149.63	\$154.95	\$5.32	3.6%
18	1,800	13,464	\$82.44	\$88.00	\$74.66	\$74.66	\$157.10	\$162.66	\$5.56	3.5%
19	1,900	14,212	\$86.49	\$92.29	\$78.08	\$78.08	\$164.57	\$170.37	\$5.80	3.5%
20	2,000	14,960	\$90.54	\$96.58	\$81.50	\$81.50	\$172.04	\$178.08	\$6.04	3.5%
21	2,100	15,708	\$94.59	\$100.87	\$84.92	\$84.92	\$179.51	\$185.79	\$6.28	3.5%
22	2,200	16,456	\$98.64	\$105.16	\$88.34	\$88.34	\$186.98	\$193.50	\$6.52	3.5%
23	2,300	17,204	\$102.69	\$109.45	\$91.76	\$91.76	\$194.45	\$201.21	\$6.76	3.5%
24	2,400	17,952	\$106.74	\$113.74	\$95.18	\$95.18	\$201.92	\$208.92	\$7.00	3.5%
25	2,500	18,700	\$110.79	\$118.03	\$98.60	\$98.60	\$209.39	\$216.63	\$7.24	3.5%
26	2,600	19,448	\$114.84	\$122.32	\$102.02	\$102.02	\$216.86	\$224.34	\$7.48	3.4%
27	2,700	20,196	\$118.89	\$126.61	\$105.44	\$105.44	\$224.33	\$232.05	\$7.72	3.4%
28	2,800	20,944	\$122.94	\$130.90	\$108.86	\$108.86	\$231.80	\$239.76	\$7.96	3.4%
29	2,900	21,692	\$126.99	\$135.19	\$112.28	\$112.28	\$239.27	\$247.47	\$8.20	3.4%
30	3,000	22,440	\$131.04	\$139.48	\$115.70	\$115.70	\$246.74	\$255.18	\$8.44	3.4%
31	3,100	23,188	\$135.09	\$143.77	\$119.12	\$119.12	\$254.21	\$262.89	\$8.68	3.4%
32	3,200	23,936	\$139.14	\$148.06	\$122.54	\$122.54	\$261.68	\$270.60	\$8.92	3.4%
33	3,300	24,684	\$143.19	\$152.35	\$125.96	\$125.96	\$269.15	\$278.31	\$9.16	3.4%
34	3,400	25,432	\$147.24	\$156.64	\$129.38	\$129.38	\$276.62	\$286.02	\$9.40	3.4%
35	3,500	26,180	\$151.29	\$160.93	\$132.80	\$132.80	\$284.09	\$293.73	\$9.64	3.4%
36	3,600	26,928	\$155.34	\$165.22	\$136.22	\$136.22	\$291.56	\$301.44	\$9.88	3.4%
37	3,700	27,676	\$159.39	\$169.51	\$139.64	\$139.64	\$299.03	\$309.15	\$10.12	3.4%
38	3,800	28,424	\$163.44	\$173.80	\$143.06	\$143.06	\$306.50	\$316.86	\$10.36	3.4%
39	3,900	29,172	\$167.49	\$178.09	\$146.48	\$146.48	\$313.97	\$324.57	\$10.60	3.4%
40	4,000	29,920	\$171.54	\$182.38	\$149.90	\$149.90	\$321.44	\$332.28	\$10.84	3.4%
41	4,100	30,668	\$175.59	\$186.67	\$153.32	\$153.32	\$328.91	\$339.99	\$11.08	3.4%
42	4,200	31,416	\$179.64	\$190.96	\$156.74	\$156.74	\$336.38	\$347.70	\$11.32	3.4%
43	4,300	32,164	\$183.69	\$195.25	\$160.16	\$160.16	\$343.85	\$355.41	\$11.56	3.4%
44	4,400	32,912	\$187.74	\$199.54	\$163.58	\$163.58	\$351.32	\$363.12	\$11.80	3.4%
45	4,500	33,660	\$191.79	\$203.83	\$167.00	\$167.00	\$358.79	\$370.83	\$12.04	3.4%
46	4,600	34,408	\$195.84	\$208.12	\$170.42	\$170.42	\$366.26	\$378.54	\$12.28	3.4%
47	4,700	35,156	\$199.89	\$212.41	\$173.84	\$173.84	\$373.73	\$386.25	\$12.52	3.4%
48	4,800	35,904	\$203.94	\$216.70	\$177.26	\$177.26	\$381.20	\$393.96	\$12.76	3.3%
49	4,900	36,652	\$207.99	\$220.99	\$180.68	\$180.68	\$388.67	\$401.67	\$13.00	3.3%
50	5,000	37,400	\$212.04	\$225.28	\$184.10	\$184.10	\$396.14	\$409.38	\$13.24	3.3%

Inside Sprinkler 5/8" Meter Water Bill Calculations						
Monthly Use (CCF)	Monthly Use (CF)	Monthly Use (Gal)	Current FY 18	Proposed (JAN FY 19)	\$ Chg	% Chg
0	0	0	\$9.54	\$10.78	\$1.24	13.0%
1	100	748	\$13.59	\$15.07	\$1.48	10.9%
2	200	1,496	\$17.64	\$19.36	\$1.72	9.8%
3	300	2,244	\$21.69	\$23.65	\$1.96	9.0%
4	400	2,992	\$25.74	\$27.94	\$2.20	8.5%
5	500	3,740	\$29.79	\$32.23	\$2.44	8.2%
6	600	4,488	\$35.87	\$38.67	\$2.80	7.8%
7	700	5,236	\$41.95	\$45.11	\$3.16	7.5%
8	800	5,984	\$48.03	\$51.55	\$3.52	7.3%
9	900	6,732	\$54.11	\$57.99	\$3.88	7.2%
10	1,000	7,480	\$60.19	\$64.43	\$4.24	7.0%
11	1,100	8,228	\$60.19	\$64.43	\$4.24	7.0%
12	1,200	8,976	\$60.19	\$64.43	\$4.24	7.0%
13	1,300	9,724	\$60.19	\$64.43	\$4.24	7.0%
14	1,400	10,472	\$60.19	\$64.43	\$4.24	7.0%
15	1,500	11,220	\$60.19	\$64.43	\$4.24	7.0%
16	1,600	11,968	\$69.31	\$74.10	\$4.79	6.9%
17	1,700	12,716	\$78.43	\$83.77	\$5.34	6.8%
18	1,800	13,464	\$87.55	\$93.44	\$5.89	6.7%
19	1,900	14,212	\$96.67	\$103.11	\$6.44	6.7%
20	2,000	14,960	\$105.79	\$112.78	\$6.99	6.6%
21	2,100	15,708	\$114.91	\$122.45	\$7.54	6.6%
22	2,200	16,456	\$124.03	\$132.12	\$8.09	6.5%
23	2,300	17,204	\$133.15	\$141.79	\$8.64	6.5%
24	2,400	17,952	\$142.27	\$151.46	\$9.19	6.5%
25	2,500	18,700	\$151.39	\$161.13	\$9.74	6.4%
26	2,600	19,448	\$160.51	\$170.80	\$10.29	6.4%
27	2,700	20,196	\$169.63	\$180.47	\$10.84	6.4%
28	2,800	20,944	\$178.75	\$190.14	\$11.39	6.4%
29	2,900	21,692	\$187.87	\$199.81	\$11.94	6.4%
30	3,000	22,440	\$196.99	\$209.48	\$12.49	6.3%
31	3,100	23,188	\$206.11	\$219.15	\$13.04	6.3%
32	3,200	23,936	\$215.23	\$228.82	\$13.59	6.3%
33	3,300	24,684	\$224.35	\$238.49	\$14.14	6.3%
34	3,400	25,432	\$233.47	\$248.16	\$14.69	6.3%
35	3,500	26,180	\$242.59	\$257.83	\$15.24	6.3%
36	3,600	26,928	\$251.71	\$267.50	\$15.79	6.3%
37	3,700	27,676	\$260.83	\$277.17	\$16.34	6.3%
38	3,800	28,424	\$269.95	\$286.84	\$16.89	6.3%
39	3,900	29,172	\$279.07	\$296.51	\$17.44	6.2%
40	4,000	29,920	\$288.19	\$306.18	\$17.99	6.2%
41	4,100	30,668	\$297.31	\$315.85	\$18.54	6.2%
42	4,200	31,416	\$306.43	\$325.52	\$19.09	6.2%
43	4,300	32,164	\$315.55	\$335.19	\$19.64	6.2%
44	4,400	32,912	\$324.67	\$344.86	\$20.19	6.2%
45	4,500	33,660	\$333.79	\$354.53	\$20.74	6.2%
46	4,600	34,408	\$342.91	\$364.20	\$21.29	6.2%
47	4,700	35,156	\$352.03	\$373.87	\$21.84	6.2%
48	4,800	35,904	\$361.15	\$383.54	\$22.39	6.2%
49	4,900	36,652	\$370.27	\$393.21	\$22.94	6.2%
50	5,000	37,400	\$379.39	\$402.88	\$23.49	6.2%

To: Mike Loftin, City of Galveston Finance Director **From:** Stantec Consulting Services, Inc.

Re: Water and Sewer 2018 Analysis **Date:** January 11, 2018

The purpose of this technical memorandum is to present an overview of the concepts, methodology, and results of the revenue sufficiency analysis (RSA), rate design and miscellaneous fee update that was conducted for City of Galveston (City) by Stantec Consulting Services Inc (Stantec) in 2018.

1.0 BACKGROUND

Stantec has worked with the City on annual basis since the last full water & sewer rate study in 2015. The annual efforts have consisted of a revenue sufficiency analysis to determine the ongoing sustainability of current utility (Water & Sewer) revenue levels. These efforts have reviewed the operational and capital needs of the water and sewer utilities in detail, working alongside City staff. In doing so a 10 year revenue requirement forecast has been generated that details the expected rate adjustment needs of the utility in each projection year. Additionally, sensitivities with regards to capital spending assumptions and debt issuance timing are tested. Through this process the utility is presented with a forecast of rate adjustment needs and a deep understanding of the utility's cost drivers.

These ongoing efforts combined with the City's proactive management of its utility fund have allowed for rate adjustment to be recommended to City management and council only when they are necessary to sustain the provision of water and wastewater services in the City of Galveston. This year's engagement with the City consisted of the following analysis which are detailed herein:

- **Water Conservation Analysis**

This analysis used the City's historical billing data to understand the degree of water conservation that has taken place since the implementation of the inclining block rate structure in FY 2016.

- **Revenue Sufficiency**

The revenue sufficiency analysis produced a ten-year forecast of the rate revenue adjustments necessary to provide for the sustainability of the water and sewer utility system.

- **Rate Structure Modifications**

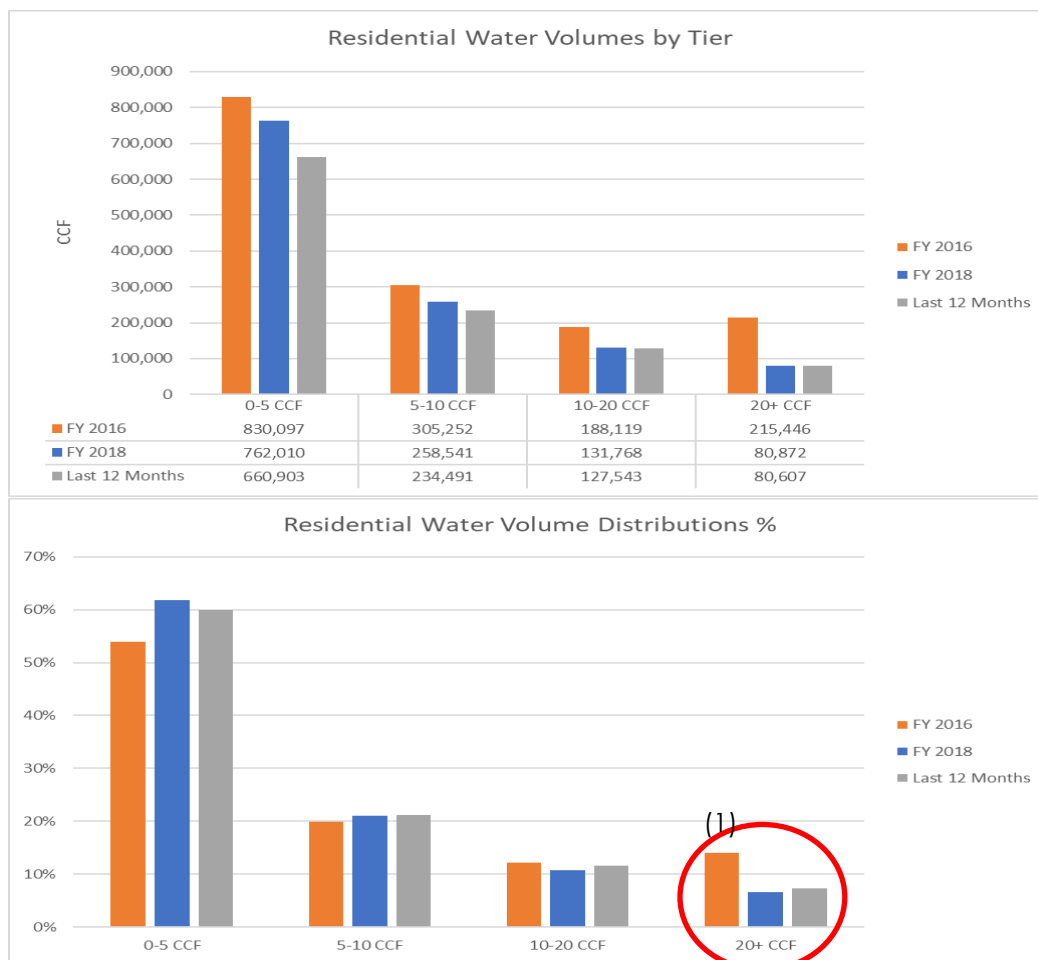
This section provides recommendations for rate structure adjustments that serve to enhance equity, defensibility and provide moderate conservation pricing.

- **Updated Miscellaneous fees**

This section provides for the update and consideration of serval customer specific fees based on current effort and cost data.

2.0 WATER CONSERVATION ANALYSIS

The first component of the analysis this year reviewed the residential customer class volumes since the implementation of the inclining block water rates (FY 2016). This effort was intent on identifying trends in consumption since the water rate structure modifications, which included a conservation pricing signal. Included below, are the graphical representations of the trends in volume and proportional volume for the residential rate class. Within the data there are two underlying trends of importance since the implementation of the inclining block rates which were placed into service to provide a conservation pricing signal to high volume users. First and most notably, the proportion of volume in the top tier of consumption (20+ CCF per month) has been curtailed (1). For the residential class, the top tier has lost 62% of its FY 2016 volume of 215,446 CCF. Additionally, the residential class in total has shown decreases in the volume billed, much of which is attributable to the top tier of volume loss.



RESULTS

The water conservation analysis provided data driven observations that validate the effectiveness, in terms of curtailing discretionary water usage, of the conservation water rate structure. As can be clearly seen discretionary volumes in the higher volumetric tiers (20+CCF) have declined since the implementation of the rate structure and continue to be billed at sub 2016 levels. This finding confirms that the inclining block rate structure resulted in conservation of discretionary water use for the residential single-family class.

2.0 REVENUE SUFFICIENCY ANALYSIS

The revenue sufficiency analysis sought to identify if current water and sewer revenue levels are sufficient to provide for the operations & maintenance, debt service, maintenance of reserves, debt coverage levels and the capital funding needs of the utility system over a multi-year projection period. If current revenue levels could not sustain the utility's needs in any year during the projection, the level of rate increase necessary were calculated and are presented herein. This year's analysis was conducted on the newly created joint water and sewer utility. The following sections detail the analysis and assumptions utilized to generate the ten-year forecast of rate revenue sufficiency. The appendix following the results sections provides the detailed calculations for the analysis.

KEY DATA SOURCES

This analysis included the most current operational and capital budget information including:

Operational Expenses

This analysis used the FY 2018 full year estimates for revenues and expenditures in FY 2018. The FY 2019 budget was then used to for FY 2019 and escalated to account for inflation in each projected year thereafter. With the exception of annual Gulf Cost Water Authority (GCWA) purchased water cost. These cost were estimated in FY 2019 & FY 2020 using information provided by GCWA and City Staff, each year thereafter cost were inflated by 4% per annum. All other cost inflation assumptions are shown on schedule 2 of the appendix.

Debt Service Expenses

Current debt service was calculated based on the yearly amortization schedules for the Utility's existing debts. To the extent that new debt was required to finance a portion of the City's capital improvement plan, 30 year level debt was used to simulate the new annual debt service that would be required.

Capital Improvement Expenses

The City provided high level estimates for five year capital improvement expenses, inclusive of expected funding sources. This was used as the basis for projecting the rates necessary to provide the funding window for the capital program in each year. Of note the program includes \$126M in expected revenue bonds issuance.

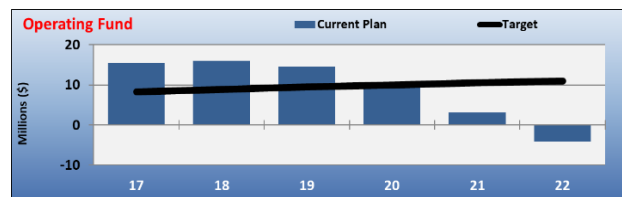
The information included above was entered into a 10 year rate revenue projection model and formed the basis of the revenue sufficiency analysis. The City's main cost drivers stem from the pass-through cost from GCWA purchased water and new debt service associated with capital improvement spending. All expense and revenue data was based on current data and then projected into future periods using the most relevant information available and reviewed with City staff.

RESULTS

Once populated with the most current data and assumptions the revenue sufficiency analysis reviewed the sufficiency of rate revenues for a multi-year projection period. It was found that current rate revenue levels cannot sustain the utility's needs over a multiyear period and in the absence of a rate adjustment plan the utility is projected to be unable to maintain positive cash flow and deplete its reserve balances below the minimum target by FY 2021 as can be seen in figure 1. In order to sustain the utility a 7% revenue adjustment for water rates is recommended. (Figure 2) This increase is necessitated to provide a sustainable level of cash flow over the projection period and provide resources to support new debt service associated with the City's capital improvement plan. The City has not had a rate revenue increases since FY 2016 and has avoided increases though proactive management. It is recommended that the City adopted a 7% increase in water rates effective Jan 2019. Additionally, the City requested several rate structure modifications to the current water rates, as such the next section of this report details the rates and bill impacts associated with the water rate structure modifications, inclusive of the 7% revenue increase described in this section.

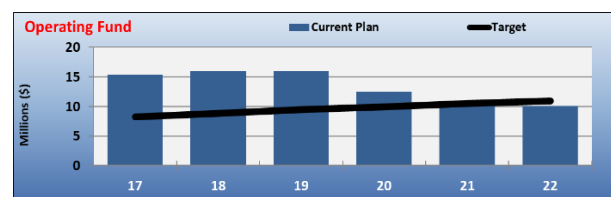
A. No Adjustment

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
Water Rate Increases	0.00%	0.00%	0.00%	0.00%	0.00%
Sewer Rate Increases	0.00%	0.00%	0.00%	0.00%	0.00%



B. Sustainable Rate Adjustment Plan

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
Water Rate Increases	0.00%	7.00%	0.00%	11.00%	8.00%
Sewer Rate Increases	0.00%	0.00%	0.00%	4.00%	3.00%



3.0 WATER RATE STRUCTURE ADJUSTMENTS

A component of the analysis this year considered water rate structure modifications. The structure modifications sought to recognize and incorporate two distinct components (1) the City has achieved conservation in terms of reduced irrigation volumes from the inclining block rates placed into service in FY 2016 and (2) the fixed cost recovery of the system (currently 18.5% of revenue) could be enhanced to provide for a more stable revenue base that provides resiliency in event of changes in billed volumetric demands.

Volumetric Rates

As it relates to the component of the water rates that charge for monthly usage the City has contemplated a change to the single-family residential rates that would reduce the conservation pricing signal. This would be accomplished by increasing tier 1 rates greater than tier 4 rates for single family residential customers such that the same overall revenue target according to the needs of the system in section 3 (7% adjustment for water) is met, but more revenue is collected in the lower tiers as compared to the higher tiers proportionately, than the current rate structure provides. The City requested this change to recognize the gains in the conservation accomplished over the past few years.

Fixed Monthly Rates

Additionally, each monthly water bill has a portion of the bill that is fixed or independent of use. The portion of the utility's revenue that is recovered in this manner is commonly referred to as fixed cost recovery and provides stability to the utility's revenue stream from adverse events such as wet weather that can reduce billed demands. The City currently collects 18.5% of all utility rate revenue from the fixed portion of the bill, while industry best practices support up to 30% fixed cost recovery. As such it is recommended that water rates be adjusted such that fixed cost recovery is increased. The proposed bill calculations shown below include fixed charges that would generate an increase of 1% in fixed cost recovery of water service over current rates and modify the conservation signaling in the water residential tiered rates as described herein. The City should strive to achieve additionally increases to fixed cost recovery levels in the future, while being sensitive to lower volume user impacts. The following table incorporates the recommended changes into a bill impact table for single family residential customers at bellwether usage levels.

Residential Water 5/8" Meter Water & Sewer Bill Calculations											
Monthly Use (CCF)	Monthly Use (CF)	Monthly Use (Gal)	Agg. Bills Issued %	Current Water	Proposed Water	Current Sewer	Proposed Sewer	Current FY 18	Proposed (JAN FY 19)	\$ Chg	% Chg
5	500	3,740	71.7%	\$17.64	\$19.68	\$30.20	\$30.20	\$47.84	\$49.88	\$2.04	4.3%
10	1,000	7,480	92.1%	\$37.89	\$41.93	\$47.30	\$47.30	\$85.19	\$89.23	\$4.04	4.7%
15	1,500	11,220	97.9%	\$68.29	\$73.03	\$64.40	\$64.40	\$132.69	\$137.43	\$4.74	3.6%

4.0 MISCELLANEOUS SERVICE CHARGES

This section of the report presents the analysis of miscellaneous service charges that was completed as part of the Study. The City currently applies miscellaneous service charges in relation to the provision of specific services to individual customers. Turn on/off fees, tap fees, and unauthorized connections are examples of the types of services for which the City has service charges or fees. Stantec reviewed with staff the list of current miscellaneous fees, shown on the following page in the existing column. The existing fees were buttressed by the addition of new fees that were calculated in this study for consideration (column 2019).

The updated fees are presented in the table below. Charges and fees were calculated based on the detailed interviews with staff and the appendix at the end of this report that details the specific cost of activities related to the service delivery model of the City.

Description	Existing	2019
New Service	\$15.00	\$15.00
Transfer of Service	\$15.00	\$10.00
Damaged Mechanisms		\$211.00
Service Restoration		\$9.00
Returned Checks ⁽¹⁾		\$37.50
Re-reading of Meter		\$12.00
Pressure/Meter Testing		\$25.00
Meter Replacement		\$211.00
Unauthorized Tap ⁽²⁾	\$500.00	\$500.00
Billing Records Profiles		\$15.00
Meter Removal		\$14.00
Portable Deposits ⁽²⁾		4" Inch Meter Fixed Monthly Fixed
Portable Rental Fee ⁽²⁾		4" Inch Meter Fixed Monthly Fixed
4" Sewer Tap	\$500.00	\$806.00
3/4" Water Tap	\$650.00	\$369.00
1" Water Tap	\$928.57	\$475.00
1 1/2" Water Tap	\$2,228.57	\$837.00
2" Water Tap	\$2,785.71	\$1,244.00

(1) Fees not charges

(2) Set by State Statute

Certain types of service are best priced on a fee basis and not a cost basis. These types of activities have a component that is not cost based or are seeking to influence behavior. Unauthorized taps are one such fee that has a cost for the City, but also represents a misuse of City resources and theft of product. As such its appropriate to set the fee for this behavior independent of cost such that the pricing signal deters the behavior. The City currently charges \$500 for this activity and that does provide a sufficient level of discouragement.

Portable rental fees should also be considered in light of pricing practices for normal customers. A portable meter represents one of the hardest demands to plan for as the meter is temporary and may be located anywhere in the City to serve a specific need. As such the pricing paradigm presented herein syncs up the fees for a portable with those of a normal customer. The proposed deposit should reflect an amount equal to one months fixed charge for a 4" water meter. Then there should exist an ongoing monthly fee equal to the current monthly fixed fee for a 4" water meter. The combination of these two fees properly protects the city and provides customer equity with regards to normal permanent customers.

Disclaimer

This document was produced by Stantec Consulting Services, Inc. ("Stantec") for the City of Galveston, TX ("City") and is based on a specific scope agreed upon by both parties. Stantec's scope of work and services do not include serving as a "municipal advisor" for purposes of the registration requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Stantec is not advising the City, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, terms, or other similar matters concerning such products or issuances.

In preparing this report, Stantec utilized information and data obtained from the City or public and/or industry sources. Stantec has relied on the information and data without independent verification, except only to the extent such verification is expressly described in this document. Any projections of future conditions presented in the document are not intended as predictions, as there may be differences between forecasted and actual results, and those differences may be material.

Additionally, the purpose of this document is to summarize Stantec's analysis and findings related to this project, and it is not intended to address all aspects that may surround the subject area. Therefore, this document may have limitations, assumptions, or reliances on data that are not readily apparent on the face of it. Moreover, the reader should understand that Stantec was called on to provide judgments on a variety of critical factors which are incapable of precise measurement. As such, the use of this document and its findings by the City should only occur after consultation with Stantec, and any use of this document and findings by any other person is done so entirely at their own risk.

5.0 APPENDIX A: FINANCIAL PLAN SUPPORTING SCHEDULES

Schedule 1	Assumptions
Schedule 2	Cost Escalation Factors
Schedule 3	Customer and Usage Forecast
Schedule 4	Beginning Balances
Schedule 5	CIP
Schedule 6	Projection of Cash Outflows
Schedule 7	Projection of Cash Inflows
Schedule 8	FAMS Control Panel
Schedule 9	Pro Forma
Schedule 10	Funding Summary by Fund
Schedule 11	Long-Term Borrowing

Assumptions
Schedule 1

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Annual Growth:											
Water											
Number of ERUs (Residential, Sprinkler, and Non-Residential)	33,852	34,529	35,219	35,924	36,642	37,375	38,123	38,885	39,663	40,456	41,265
ERU Growth	N/A	677	691	704	718	733	748	762	778	793	809
ERU Growth %	N/A	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Annual Volume (CF)	359,705,506	363,230,620	366,790,280	370,384,825	374,014,596	377,679,939	381,381,203	385,118,738	388,892,902	392,704,052	396,552,552
Volume Growth	N/A	3,525,114	3,559,660	3,594,545	3,629,771	3,665,343	3,701,263	3,737,536	3,774,164	3,811,150	3,848,500
Volume Growth %	N/A	0.98%	0.98%	0.98%	0.98%	0.98%	0.98%	0.98%	0.98%	0.98%	0.98%
Sewer											
Number of ERUs (Residential and Non-Residential)	27,389	27,937	28,495	29,065	29,647	30,240	30,844	31,461	32,090	32,732	33,387
ERU Growth	N/A	548	559	570	581	593	605	617	629	642	655
ERU Growth %	N/A	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Annual Volume (CF)	299,273,443	303,223,853	307,226,408	311,281,796	315,390,716	319,553,873	323,771,985	328,045,775	332,375,979	336,763,342	341,208,618
Volume Growth	N/A	3,950,409	4,002,555	4,055,389	4,108,920	4,163,157	4,218,111	4,273,790	4,330,204	4,387,363	4,445,276
Volume Growth %	N/A	1.32%	1.32%	1.32%	1.32%	1.32%	1.32%	1.32%	1.32%	1.32%	1.32%
Capital Spending:											
Annual Capital Budget (Future Year Dollars)	\$ 3,409,988	\$62,129,385	\$27,399,838	\$36,933,755	\$24,230,000	\$20,063,925	\$ 3,424,493	\$ 3,457,760	\$ 3,357,312	\$ 3,291,913	\$ 3,328,295
Annual Percent Executed	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Reclaimed Water	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Average Annual Interest Earnings Rate:											
On Fund Balances:	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
Operating Budget Reserve:											
Target (Number of Months of Reserve)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Operating Budget Execution Percentage:											
Personal Services	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Variable O&M Expenses	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Fixed O&M Expenses	105%	105%	105%	105%	105%	105%	105%	105%	105%	105%	105%

<u>Account</u>	<u>Account Title</u>	<u>Source:</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>
511001	REGULAR PAYROLL	City	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
511005	LONGEVITY	City	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
511006	DIFFERENTIAL PAY	City	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
511009	OVERTIME	City	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
511021	PART-TIME PAYROLL	City	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
511030	MARDI GRAS	City	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
511125	RESIDENCY PAY	City	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
511510	GROUP HEALTH INSURANCE - EMPLOYER'S	City	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
511515	WORKER'S COMPENSATION	City	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
511520	GROUP LIFE INSURANCE	City	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
511530	SOCIAL SECURITY - EMPLOYER'S	City	6.20%	6.20%	6.20%	6.20%	6.20%	6.20%	6.20%	6.20%	6.20%	6.20%
511535	MEDICARE - EMPLOYER'S	City	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%
511542	CITY EMPLOYEE RETIREMENT	City	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
511650	SALARY REIMBURSEMENTS	City	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
521065	OFFICE SUPPLIES	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
521067	MINOR OFFICE EQUIPMENT	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
521073	PRINTED MATERIALS	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
522011	CHEMICALS	EIA	7.70%	7.70%	7.70%	7.70%	7.70%	7.70%	7.70%	7.70%	7.70%	7.70%
522013	CLOTHING	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
522015	CONCRETE AND AGGREGATE	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
522025	FUEL AND LUBRICANTS	EIA	7.70%	7.70%	7.70%	7.70%	7.70%	7.70%	7.70%	7.70%	7.70%	7.70%
522037	JANITORIAL SUPPLIES	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
522038	SAFETY SUPPLIES	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
522055	MINOR TOOLS	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
522056	MINOR EQUIPMENT	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
522065	PAINT AND LUMBER	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
522075	PIPE AND PLUMBING SUPPLIES	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
522085	EQUIPMENT PARTS	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
525031	ELECTRICITY	EIA	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
531004	CONSULTANT SERVICES	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
531005	OTHER SERVICES	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
531006	ATTORNEY'S FEES	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
531007	SECURITY SERVICE	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
531008	LABORATORY TESTING	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
531025	MEMBERSHIPS	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
531027	CERTIFICATION & PERMIT FEES	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
531028	SOFTWARE LICENSES	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
531120	LOT MAINTENANCE	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
531124	TOWING PAYMENTS	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
531125	OTHER CONTRACTS	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
531220	BUILDING REPAIRS	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
531230	EQUIPMENT REPAIRS	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
531240	MAINTENANCE CONTRACTS	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
531310	RENTAL OF LAND & BUILDINGS	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
531320	EQUIPMENT RENTAL	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
531350	GARAGE CHARGES	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
531360	COMPUTER CHARGES	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
532062	POSTAGE	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
532065	PRINTING, DUPLICATION	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
532066	PRINT SHOP CHARGES	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
532083	TELEPHONE SERVICE	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
532084	CELLULAR SERVICE	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
532085	PAGER SERVICE	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
532086	OTHER COMMUNICATIONS	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
532087	AIRCARD SERVICE	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
533085	TRAVEL/TRAINING	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
544086	AMORTIZATION-CONTRACT WATER RIGHTS	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
544087	EXPENSE REIMBURSEMENT	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
544105	BANK SERVICE CHARGES	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
544127	JUDGMENTS & FINES	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
547013	SURFACE WATER - OPERATIONS	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
547040	ADMINISTRATIVE SERVICE CHARGE	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
547050	PAYMENT IN LIEU OF TAXES	City	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
547070	INSURANCE EXPENSE	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
547075	CITY HALL MAINTENANCE	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%
564005	CAPITAL OUTLAY - IMPROVEMENTS	CBO	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%	2.20%

Default Inflation Factor (if expense not listed above)

2.50% 2.00% 2.00% 2.00% 2.00% 2.00% 2.00% 2.00% 2.00%

Source Codes

CBO - Congressional Budget Office
MSR - Mid Session Review
Blue Chip - Industry Standard
City - Provided by Staff
EIA - Energy Information Agency

Customer & Usage Forecast
Schedule 3

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
<u>Water Residential</u>											
Total ERUs	20,274	20,679	21,093	21,514	21,945	22,384	22,831	23,288	23,754	24,229	24,713
Change	N/A	405	414	422	430	439	448	457	466	475	485
% Change	N/A	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Annual Consumption (CF)	124,492,496	125,712,523	126,944,505	128,188,562	129,444,809	130,713,369	131,994,360	133,287,904	134,594,126	135,913,148	137,245,097
Monthly Consumption per ERU	512	507	502	497	492	487	482	477	472	467	463
Change Per ERU	N/A	(5.1)	(5.1)	(5.0)	(5.0)	(4.9)	(4.9)	(4.8)	(4.8)	(4.7)	(4.7)
% Change Per ERU	N/A	-1.0%	-1.0%	-1.0%	-1.0%	-1.0%	-1.0%	-1.0%	-1.0%	-1.0%	-1.0%
<u>Sprinkler</u>											
Total ERUs	3,719	3,793	3,869	3,946	4,025	4,106	4,188	4,271	4,357	4,444	4,533
Change	N/A	74	76	77	79	81	82	84	85	87	89
% Change	N/A	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Annual Consumption (CF)	198,325	200,268	202,231	204,213	206,214	208,235	210,276	212,336	214,417	216,519	218,640
Monthly Consumption per ERU	4	4	4	4	4	4	4	4	4	4	4
Change Per ERU	N/A	(0.0)	(0.0)	(0.0)	(0.0)	(0.0)	(0.0)	(0.0)	(0.0)	(0.0)	(0.0)
% Change Per ERU	N/A	-1.0%	-1.0%	-1.0%	-1.0%	-1.0%	-1.0%	-1.0%	-1.0%	-1.0%	-1.0%
<u>Water Non-Residential</u>											
Total ERUs	9,860	10,057	10,258	10,463	10,672	10,886	11,104	11,326	11,552	11,783	12,019
Change	N/A	197	201	205	209	213	218	222	227	231	236
% Change	N/A	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Annual Consumption (CF)	235,014,685	237,317,829	239,643,544	241,992,051	244,363,573	246,758,336	249,176,567	251,618,498	254,084,359	256,574,386	259,088,815
Monthly Consumption per ERU	1,986	1,966	1,947	1,927	1,908	1,889	1,870	1,851	1,833	1,815	1,796
Change Per ERU	N/A	(19.9)	(19.7)	(19.5)	(19.3)	(19.1)	(18.9)	(18.7)	(18.5)	(18.3)	(18.1)
% Change Per ERU	N/A	-1.0%	-1.0%	-1.0%	-1.0%	-1.0%	-1.0%	-1.0%	-1.0%	-1.0%	-1.0%
<u>Sewer Residential</u>											
Total ERUs	19,238	19,623	20,015	20,416	20,824	21,240	21,665	22,099	22,541	22,991	23,451
Change	N/A	385	392	400	408	416	425	433	442	451	460
% Change	N/A	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Annual Use (CF)	118,600,227	120,165,750	121,751,938	123,359,064	124,987,403	126,637,237	128,308,849	130,002,526	131,718,559	133,457,244	135,218,879
Monthly Use per ERU (CF)	514	510	507	504	500	497	494	490	487	484	480
Change Per ERU	N/A	(3.4)	(3.4)	(3.4)	(3.4)	(3.3)	(3.3)	(3.3)	(3.3)	(3.2)	(3.2)
% Change Per ERU	N/A	-0.7%	-0.7%	-0.7%	-0.7%	-0.7%	-0.7%	-0.7%	-0.7%	-0.7%	-0.7%
<u>Sewer Non-Residential</u>											
Total ERUs	8,151	8,314	8,480	8,650	8,823	8,999	9,179	9,363	9,550	9,741	9,936
Change	N/A	163	166	170	173	176	180	184	187	191	195
% Change	N/A	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Annual Use (CF)	180,673,216	183,058,103	185,474,469	187,922,732	190,403,313	192,916,636	195,463,136	198,043,249	200,657,420	203,306,098	205,989,739
Monthly Use per ERU (CF)	1,847	1,835	1,823	1,811	1,798	1,786	1,775	1,763	1,751	1,739	1,728
Change Per ERU	N/A	(12.3)	(12.2)	(12.2)	(12.1)	(12.0)	(11.9)	(11.8)	(11.8)	(11.7)	(11.6)
% Change Per ERU	N/A	-0.7%	-0.7%	-0.7%	-0.7%	-0.7%	-0.7%	-0.7%	-0.7%	-0.7%	-0.7%

FY 2018 Beginning Balances
Schedule 4

	Revenue Fund	Water Capital Improvement	Water Bond Proceeds 2006	Water Bond Proceeds 2008	Water Co Bonds 2017	Sewer Capital Improvement	SEWER CO BONDS 2017	Sewer Bond Proceeds 2006	Sewer Bond Proceeds 2008	Restricted Reserves
CURRENT UNRESTRICTED ASSETS										
Cash and Cash Equivalents	\$ 5,048,500	\$ 3,864,066	\$ 44,754	\$ 164,822	\$ 18,574,064	\$ 3,357,790	\$ 16,174,293	\$ -	\$ 3,958,421	\$ -
Restricted Cash - Utility Deposit	-	-	-	-	-	-	-	-	-	1,950,692
Restricted Cash - Curr Bond Debtsvc	-	-	-	-	-	-	-	-	-	881,700
Restricted Cash - Future Bond Res	-	-	-	-	-	-	-	-	-	3,335,395
Clearing Cash	59,743	-	-	-	-	-	-	-	-	-
Petty Cash	1,325	-	-	-	-	-	-	-	-	-
Accounts Receivable net of uncollectible	11,313,811	-	-	-	-	-	-	-	-	-
Inventories	129,150	-	-	-	-	-	-	-	-	-
Prepaid Maintenance	14,628	-	-	-	-	-	-	-	-	-
Due from Others	810,237	-	-	-	-	-	-	-	-	-
Prepaid Charges For Services	544,498	-	-	-	-	-	-	-	-	-
TOTAL ASSETS	\$ 17,921,892	\$ 3,864,066	\$ 44,754	\$ 164,822	\$ 18,574,064	\$ 3,357,790	\$ 16,174,293	\$ -	\$ 3,958,421	\$ 6,167,786
Less: Accounts Payable	(1,329,357)	-	-	-	-	-	-	-	(42,829)	-
Less: Accrued Compensated Absences	(40,800)	-	-	-	-	-	-	-	-	-
Less: Due to other Governments	-	-	-	-	-	-	-	-	-	-
Less: Due to other Funds	(27,443)	-	-	-	-	-	-	-	-	-
Less: STATE - UNCLAIMED FUNDS	(152,036)	-	-	-	-	-	-	-	-	-
Less: UNCLAIMED FUNDS	-	-	-	-	-	-	-	-	-	-
Less: Compensated absences	(22,440)	-	-	-	-	-	-	-	-	-
Less: Contract Payables	(44,883)	-	-	-	-	-	-	-	-	-
Less: HEALTH INS-EMPLOYER PORTION	(15,314)	-	-	-	-	-	-	-	-	-
Less: LIFE INSURANCE OVER 50k	(706)	-	-	-	-	-	-	-	-	-
Less: DEFERRED OUTFLOWS A	(374,900)	-	-	-	-	-	-	-	-	-
Less: Retainage Payable	(342,023)	-	-	-	-	-	-	-	-	(647,164)
Less: Deferred Revenue-Miscellaneous	(5,000)	-	-	-	-	-	-	-	-	-
Less: Notes Payable	(5,000)	-	-	-	-	-	-	-	-	(2,091,715)
Less: Bonds and certificates of obligation payab	-	-	-	-	-	-	-	-	-	(633,138)
CALCULATED FUND BALANCE (ASSETS - LIABILITIES)	\$ 15,561,991	\$ 3,864,066	\$ 44,754	\$ 164,822	\$ 18,574,064	\$ 3,357,790	\$ 16,174,293	\$ -	\$ 3,915,593	\$ 2,795,769
Plus/(Less): Utility Deposit	-	-	-	-	-	-	-	-	-	(1,950,692)
Plus/(Less): Inventories	(129,150)	-	-	-	-	-	-	-	-	-
Plus/(Less): Prepaid Maintenance	(14,628)	-	-	-	-	-	-	-	-	-
Plus/(Less): Prior Encumbered	-	(2,659,827)	-	-	-	(3,095,848)	-	-	-	-
Plus/(Less): Debt Service Reserve Adjustment	-	-	-	-	-	-	-	-	-	-
NET UNRESTRICTED FUND BALANCE	\$ 15,418,213	\$ 1,204,239	\$ 44,754	\$ 164,822	\$ 18,574,064	\$ 261,942	\$ 16,174,293	\$ -	\$ 3,915,593	\$ 845,078
Fund Summary										
Sewer Bond Proceeds 2006	\$ -									
Sewer Bond Proceeds 2008	\$ 3,915,593									
Water Bond Proceeds 2006	\$ 44,754									
Water Bond Proceeds 2008	\$ 164,822									
Sewer Capital Improvement	\$ 261,942									
Water Capital Improvement	\$ 1,204,239									
SEWER CO BONDS 2017	\$ 16,174,293									
Water Co Bonds 2017	\$ 18,574,064									
Revenue Fund	\$ 15,418,213									
Restricted Reserves	\$ 845,078									
Total Consolidated Fund Balance	\$ 56,602,998									

Capital Improvement Program
Schedule 5

Projects	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
WATER											
WATERWORKS IMPROVEMENT	\$ 1,793,067	758,160	1,460,000	1,184,305	610,000	610,000	924,493	957,760	857,312	791,913	828,295
2006 WATER REVENUE BONDS	\$ -	-	-	-	-	-	-	-	-	-	-
2008 WATER REVENUE BONDS	\$ -	-	-	-	-	-	-	-	-	-	-
2017 CO's WATER	\$ -	12,882,169	-	-	-	-	-	-	-	-	-
WATER REVENUE SUPPORTED BONDS	\$ -	19,340,000	15,600,000	30,560,000	15,400,000	-	-	-	-	-	-
SEWER											
SEWER IMPROVEMENT	\$ 1,616,921	1,052,642	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000
SEWER IMPROVEMENT	\$ -	-	-	-	-	-	-	-	-	-	-
2003 SEWER REVENUE BONDS	\$ -	-	-	-	-	-	-	-	-	-	-
2006 SEWER REVENUE BONDS	\$ -	-	-	-	-	-	-	-	-	-	-
2008 SEWER REVENUE BONDS	\$ -	-	-	-	-	-	-	-	-	-	-
2017 CO's SEWER	\$ -	13,281,343	2,464,121	-	-	-	-	-	-	-	-
FEMA	\$ -	183,675	-	-	-	-	-	-	-	-	-
WASTEWATER REVENUE SUPPORTED BONDS	\$ -	14,630,000	5,380,000	2,680,000	5,720,000	16,950,000	-	-	-	-	-
Total CIP Budget (in current dollars)	\$ 3,409,988	\$ 62,127,989	\$ 27,404,121	\$ 36,924,305	\$ 24,230,000	\$ 20,060,000	\$ 3,424,493	\$ 3,457,760	\$ 3,357,312	\$ 3,291,913	\$ 3,328,295
Cumulative Projected Cost Escalation	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Resulting CIP Funding Level	\$ 3,409,988	\$ 62,127,989	\$ 27,404,121	\$ 36,924,305	\$ 24,230,000	\$ 20,060,000	\$ 3,424,493	\$ 3,457,760	\$ 3,357,312	\$ 3,291,913	\$ 3,328,295
Annual CIP Execution Percentage	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Final CIP Funding Level	\$ 3,409,988	\$ 62,127,989	\$ 27,404,121	\$ 36,924,305	\$ 24,230,000	\$ 20,060,000	\$ 3,424,493	\$ 3,457,760	\$ 3,357,312	\$ 3,291,913	\$ 3,328,295

Projection of Cash Outflows
Schedule 6

Execution Rates			FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028		
1	Personal Services		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%		
2	Variable O&M Expenses		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%		
3	Fixed O&M Expenses		105%	105%	105%	105%	105%	105%	105%	105%	105%	105%	105%		
4	611800	MANAGEMENT SERVICES	511001	REGULAR PAYROLL	\$ 169,777	173,173	176,636	180,169	183,772	187,448	191,196	195,020	198,921	202,899	206,957
5	611800	MANAGEMENT SERVICES	511005	LONGEVITY	\$ 610	622	635	647	660	673	687	701	715	729	744
6	611800	MANAGEMENT SERVICES	511006	DIFFERENTIAL PAY	\$ 471	480	490	500	510	520	530	541	552	563	574
7	611800	MANAGEMENT SERVICES	511125	RESIDENCY PAY	\$ 1,077	1,099	1,121	1,143	1,166	1,189	1,213	1,237	1,262	1,287	1,313
8	611800	MANAGEMENT SERVICES	511510	GROUP HEALTH INSURANCE - EMPLOYER'S	\$ 18,602	18,974	19,354	19,741	20,135	20,538	20,949	21,368	21,795	22,231	22,676
9	611800	MANAGEMENT SERVICES	511515	WORKER'S COMPENSATION	\$ 226	231	235	240	245	250	255	260	265	270	275
10	611800	MANAGEMENT SERVICES	511520	GROUP LIFE INSURANCE	\$ 471	480	490	500	510	520	530	541	552	563	574
11	611800	MANAGEMENT SERVICES	511530	SOCIAL SECURITY - EMPLOYER'S	\$ 10,754	11,421	12,129	12,881	13,679	14,528	15,428	16,385	17,401	18,480	19,625
12	611800	MANAGEMENT SERVICES	511535	MEDICARE - EMPLOYER'S	\$ 2,535	2,572	2,609	2,647	2,685	2,724	2,764	2,804	2,844	2,886	2,928
13	611800	MANAGEMENT SERVICES	511542	CITY EMPLOYEE RETIREMENT	\$ 16,009	16,329	16,656	16,989	17,329	17,675	18,029	18,389	18,757	19,132	19,515
14	611800	MANAGEMENT SERVICES	511650	SALARY REIMBURSEMENTS	\$ 100,085	102,087	104,128	106,211	108,335	110,502	112,712	114,966	117,266	119,611	122,003
15	611800	MANAGEMENT SERVICES	511009	OVERTIME	\$ 498	508	518	528	539	550	561	572	583	595	607
16	611801	UTILITY BILLING	511001	REGULAR PAYROLL	\$ 341,481	348,311	355,277	362,382	369,630	377,023	384,563	392,254	400,099	408,101	416,263
17	611801	UTILITY BILLING	511005	LONGEVITY	\$ 2,097	2,139	2,182	2,225	2,270	2,315	2,362	2,409	2,457	2,506	2,556
18	611801	UTILITY BILLING	511006	DIFFERENTIAL PAY	\$ 1,368	1,395	1,423	1,452	1,481	1,510	1,541	1,571	1,603	1,635	1,668
19	611801	UTILITY BILLING	511009	OVERTIME	\$ 26,406	26,934	27,473	28,022	28,583	29,154	29,737	30,332	30,939	31,558	32,189
20	611801	UTILITY BILLING	511125	RESIDENCY PAY	\$ 6,600	6,732	6,867	7,004	7,144	7,287	7,433	7,581	7,733	7,888	8,045
21	611801	UTILITY BILLING	511510	GROUP HEALTH INSURANCE - EMPLOYER'S	\$ 68,989	70,369	71,776	73,212	74,676	76,169	77,693	79,247	80,832	82,448	84,097
22	611801	UTILITY BILLING	511515	WORKER'S COMPENSATION	\$ 3,138	3,201	3,265	3,330	3,397	3,465	3,534	3,605	3,677	3,750	3,825
23	611801	UTILITY BILLING	511520	GROUP LIFE INSURANCE	\$ 1,286	1,312	1,338	1,365	1,392	1,420	1,448	1,477	1,507	1,537	1,568
24	611801	UTILITY BILLING	511530	SOCIAL SECURITY - EMPLOYER'S	\$ 22,080	23,449	24,903	26,447	28,086	29,828	31,677	33,640	35,726	37,944	40,298
25	611801	UTILITY BILLING	511535	MEDICARE - EMPLOYER'S	\$ 5,163	5,238	5,314	5,391	5,469	5,548	5,629	5,710	5,793	5,877	5,962
26	611801	UTILITY BILLING	511542	CITY EMPLOYEE RETIREMENT	\$ 33,725	34,400	35,087	35,789	36,505	37,235	37,980	38,739	39,514	40,304	41,111
27	611803	SUPPLY	511001	REGULAR PAYROLL	\$ 482,921	492,579	502,431	512,480	522,729	533,184	543,847	554,724	565,819	577,135	588,678
28	611803	SUPPLY	511005	LONGEVITY	\$ 7,260	7,405	7,553	7,704	7,858	8,016	8,176	8,339	8,506	8,676	8,850
29	611803	SUPPLY	511006	DIFFERENTIAL PAY	\$ 626	639	651	664	678	691	705	719	733	748	763
30	611803	SUPPLY	511009	OVERTIME	\$ 65,186	66,490	67,820	69,176	70,559	71,971	73,410	74,878	76,376	77,903	79,461
31	611803	SUPPLY	511021	PART-TIME PAYROLL	\$ 10,977	11,197	11,420	11,649	11,882	12,119	12,362	12,609	12,861	13,119	13,381
32	611803	SUPPLY	511125	RESIDENCY PAY	\$ 8,154	8,154	8,154	8,154	8,154	8,154	8,154	8,154	8,154	8,154	8,154
33	611803	SUPPLY	511510	GROUP HEALTH INSURANCE - EMPLOYER'S	\$ 78,647	80,220	81,824	83,461	85,130	86,833	88,569	90,341	92,147	93,990	95,870
34	611803	SUPPLY	511515	WORKER'S COMPENSATION	\$ 7,008	7,148	7,291	7,437	7,586	7,737	7,892	8,050	8,211	8,375	8,543
35	611803	SUPPLY	511520	GROUP LIFE INSURANCE	\$ 1,730	1,765	1,800	1,836	1,873	1,910	1,948	1,987	2,027	2,068	2,109
36	611803	SUPPLY	511530	SOCIAL SECURITY - EMPLOYER'S	\$ 34,118	36,233	38,480	40,866	43,399	46,090	48,948	51,982	55,205	58,628	62,263
37	611803	SUPPLY	511535	MEDICARE - EMPLOYER'S	\$ 7,979	8,095	8,212	8,331	8,452	8,574	8,699	8,825	8,953	9,083	9,214
38	611803	SUPPLY	511542	CITY EMPLOYEE RETIREMENT	\$ 50,446	51,455	52,484	53,534	54,604	55,696	56,810	57,947	59,109	60,298	61,503
39	611803	SUPPLY	511110	INCENTIVE PAY	\$ 7,800	7,800	7,800	7,800	7,800	7,800	7,800	7,800	7,800	7,800	7,800
40	611804	DISTRIBUTION	511001	REGULAR PAYROLL	\$ 508,139	518,302	528,668	539,241	550,026	561,027	572,247	583,692	595,366	607,273	619,419
41	611804	DISTRIBUTION	511005	LONGEVITY	\$ 4,067	4,148	4,231	4,316	4,402	4,490	4,580	4,672	4,765	4,860	4,958
42	611804	DISTRIBUTION	511006	DIFFERENTIAL PAY	\$ 902	920	938	957	976	996	1,016	1,036	1,057	1,078	1,100
43	611804	DISTRIBUTION	511009	OVERTIME	\$ 127,054	129,595	132,187	134,831	137,527	140,278	143,083	145,945	148,864	151,841	154,878
44	611804	DISTRIBUTION	511125	RESIDENCY PAY	\$ 16,433	16,762	17,097	17,439	17,788	18,143	18,506	18,876	19,254	19,639	20,032
45	611804	DISTRIBUTION	511510	GROUP HEALTH INSURANCE - EMPLOYER'S	\$ 99,379	101,367	103,394	105,462	107,571	109,722	111,917	114,155	116,438	118,767	121,142
46	611804	DISTRIBUTION	511515	WORKER'S COMPENSATION	\$ 11,934	12,173	12,416	12,664	12,918	13,176	13,440	13,708	13,983	14,262	14,547
47	611804	DISTRIBUTION	511520	GROUP LIFE INSURANCE	\$ 1,711	1,745	1,780	1,816	1,852	1,889	1,927	1,965	2,005	2,045	2,086
48	611804	DISTRIBUTION	511530	SOCIAL SECURITY - EMPLOYER'S	\$ 37,366	39,683	42,143	44,756	47,531	50,478	53,607	56,931	60,461	64,209	68,190
49	611804	DISTRIBUTION	511535	MEDICARE - EMPLOYER'S	\$ 8,739	8,866	8,994	9,125	9,257	9,391	9,527	9,666	9,806	9,948	10,092
50	611804	DISTRIBUTION	511542	CITY EMPLOYEE RETIREMENT	\$ 57,097	58,239	59,404	60,592	61,804	63,040	64,300	65,587	66,898	68,236	69,601
51	611804	DISTRIBUTION	511650	SALARY REIMBURSEMENTS	\$ 44,770	45,665	46,579	47,510	48,460	49,430	50,418	51,427	52,455	53,504	54,574
52	611800	MANAGEMENT SERVICES	511001	REGULAR PAYROLL	\$ 169,777	173,173	176,636	180,169	183,772	187,448	191,196	195,020	198,921	202,899	206,957
53	611800	MANAGEMENT SERVICES	511005	LONGEVITY	\$ 610	622	635	647	660	673	687	701	715	729	744
54	611800	MANAGEMENT SERVICES	511006	DIFFERENTIAL PAY	\$ 462	471	481	490	500	510	520	531	541	552	563
55	611800	MANAGEMENT SERVICES	511009	OVERTIME	\$ 498	508	518	528	539	550	561	572	583	595	607
56	611800	MANAGEMENT SERVICES	511125	RESIDENCY PAY	\$ 1,077	1,099	1,121	1,143	1,166	1,189	1,213	1,237	1,262	1,287	1,313
57	611800	MANAGEMENT SERVICES	511510	GROUP HEALTH INSURANCE - EMPLOYER'S	\$ 18,602	18,974	19,354	19,741	20,135	20,538	20,949	21,368	21,795	22,231	22,676
58	611800	MANAGEMENT SERVICES	511515	WORKER'S COMPENSATION	\$ 226	231	235	240	245	250	255	260	265	270	275
59	611800	MANAGEMENT SERVICES	511520	GROUP LIFE INSURANCE	\$ 471	480	490	500	510	520	530	541	552	563	574
60	611800	MANAGEMENT SERVICES	511530	SOCIAL SECURITY - EMPLOYER'S	\$ 10,754	11,421	12,129	12,881	13,679	14,528	15,428	16,385	17,401	18,480	19,625
61	611800	MANAGEMENT SERVICES	511535	MEDICARE - EMPLOYER'S	\$ 2,535	2,572	2,609	2,647	2,685	2,724	2,764	2,804	2,844	2,886	2,928
62	611800	MANAGEMENT SERVICES	511542	CITY EMPLOYEE RETIREMENT	\$ 16,009	16,329	16,656	16,989	17,329	17,675	18,029	18,389	18,757	19,132	19,515
63	611800	MANAGEMENT SERVICES	511650	SALARY REIMBURSEMENTS	\$ 100,085	102,087	104,128	106,211	108,335	110,502	112,712	114,966	117,266	119,611	122,003
64	611801	UTILITY BILLING	511001	REGULAR PAYROLL	\$ 341,481	348,311	355,277	362,382	369,630	377,023	384,563	392,254	400,099	408,101	416,263
65	611801	UTILITY BILLING	511005	LONGEVITY	\$ 2,097	2,139	2,182	2,225	2,270	2,315	2,362	2,409	2,457	2,506	2,556

Projection of Cash Outflows
Schedule 6

Execution Rates				FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	
1	Personal Services			100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
2	Variable O&M Expenses			100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
3	Fixed O&M Expenses			105%	105%	105%	105%	105%	105%	105%	105%	105%	105%	105%	
99	611817	WASTEWATER TREATMENT PL	511001	REGULAR PAYROLL	\$ 1,198,739	1,222,714	1,247,168	1,272,111	1,297,554	1,323,505	1,349,975	1,376,974	1,404,514	1,432,604	1,461,256
100	611817	WASTEWATER TREATMENT PL	511005	LONGEVITY	\$ 8,960	9,139	9,322	9,508	9,699	9,893	10,090	10,292	10,498	10,708	10,922
101	611817	WASTEWATER TREATMENT PL	511009	OVERTIME	\$ 102,330	104,377	106,464	108,593	110,765	112,981	115,240	117,545	119,896	122,294	124,740
102	611817	WASTEWATER TREATMENT PL	511110	INCENTIVE PAY	\$ 16,536	16,536	16,536	16,536	16,536	16,536	16,536	16,536	16,536	16,536	16,536
103	611817	WASTEWATER TREATMENT PL	511125	RESIDENCY PAY	\$ 39,156	39,939	40,738	41,553	42,384	43,231	44,096	44,978	45,877	46,795	47,731
104	611817	WASTEWATER TREATMENT PL	511510	GROUP HEALTH INSURANCE - EMPLOYER'S	\$ 204,540	208,631	212,803	217,059	221,401	225,829	230,345	234,952	239,651	244,444	249,333
105	611817	WASTEWATER TREATMENT PL	511515	WORKER'S COMPENSATION	\$ 12,677	12,931	13,189	13,453	13,722	13,996	14,276	14,562	14,853	15,150	15,453
106	611817	WASTEWATER TREATMENT PL	511520	GROUP LIFE INSURANCE	\$ 4,377	4,465	4,554	4,645	4,738	4,833	4,929	5,028	5,128	5,231	5,336
107	611817	WASTEWATER TREATMENT PL	511530	SOCIAL SECURITY - EMPLOYER'S	\$ 80,471	85,460	90,759	96,386	102,362	108,708	115,448	122,606	130,207	138,280	146,854
108	611817	WASTEWATER TREATMENT PL	511535	MEDICARE - EMPLOYER'S	\$ 18,820	19,093	19,370	19,651	19,936	20,225	20,518	20,815	21,117	21,423	21,734
109	611817	WASTEWATER TREATMENT PL	511542	CITY EMPLOYEE RETIREMENT	\$ 122,915	125,373	127,881	130,438	133,047	135,708	138,422	141,191	144,015	146,895	149,833
110	611817	WASTEWATER TREATMENT PL	511650	SALARY REIMBURSEMENTS	\$ (4,084)	(4,166)	(4,249)	(4,334)	(4,421)	(4,509)	(4,599)	(4,691)	(4,785)	(4,881)	(4,978)
111	611817	WASTEWATER TREATMENT PL	511650	SALARY REIMBURSEMENTS-GRANTS	\$ (3,243)	(3,308)	(3,374)	(3,441)	(3,510)	(3,581)	(3,652)	(3,725)	(3,800)	(3,876)	(3,953)
112	TOTAL - Personal Services			\$ 7,251,709	\$ 7,408,665	\$ 7,569,561	\$ 7,734,526	\$ 7,903,694	\$ 8,077,205	\$ 8,255,206	\$ 8,437,850	\$ 8,625,298	\$ 8,817,718	\$ 9,015,284	
113	611800	MANAGEMENT SERVICES	521065	OFFICE SUPPLIES	\$ 9,632	9,844	10,060	10,282	10,508	10,739	10,975	11,217	11,464	11,716	11,974
114	611800	MANAGEMENT SERVICES	522013	CLOTHING	\$ 1,494	1,527	1,560	1,595	1,630	1,666	1,702	1,740	1,778	1,817	1,857
115	611800	MANAGEMENT SERVICES	522056	MINOR EQUIPMENT	\$ -	-	-	-	-	-	-	-	-	-	-
116	611800	MANAGEMENT SERVICES	525031	ELECTRICITY	\$ 2,956	3,021	3,087	3,155	3,225	3,296	3,368	3,442	3,518	3,596	3,675
117	611800	MANAGEMENT SERVICES	531005	OTHER SERVICES	\$ 500	511	522	534	545	557	570	582	595	608	622
118	611800	MANAGEMENT SERVICES	531025	MEMBERSHIPS	\$ 350	358	366	374	382	390	399	408	417	426	435
119	611800	MANAGEMENT SERVICES	531028	SOFTWARE LICENSES	\$ 4,500	4,599	4,700	4,804	4,909	5,017	5,128	5,240	5,354	5,474	5,594
120	611800	MANAGEMENT SERVICES	531240	MAINTENANCE CONTRACTS	\$ 7,488	7,857	8,030	8,207	8,387	8,572	8,760	8,953	9,150	9,351	9,557
121	611800	MANAGEMENT SERVICES	531350	GARAGE CHARGES	\$ 10,813	11,051	11,294	11,542	11,796	12,056	12,321	12,592	12,869	13,152	13,442
122	611800	MANAGEMENT SERVICES	531360	COMPUTER CHARGES	\$ 31,747	32,445	33,159	33,889	34,634	35,396	36,175	36,971	37,784	38,615	39,465
123	611800	MANAGEMENT SERVICES	532062	POSTAGE	\$ 4,321	4,416	4,513	4,613	4,714	4,818	4,924	5,032	5,143	5,256	5,371
124	611800	MANAGEMENT SERVICES	532065	PRINTING, DUPLICATION	\$ 8,881	9,076	9,276	9,480	9,689	9,902	10,120	10,342	10,570	10,802	11,040
125	611800	MANAGEMENT SERVICES	532066	PRINT SHOP CHARGES	\$ 2,161	2,209	2,257	2,307	2,358	2,409	2,462	2,517	2,572	2,629	2,686
126	611800	MANAGEMENT SERVICES	532083	TELEPHONE SERVICE	\$ 8,328	8,511	8,698	8,890	9,085	9,285	9,490	9,698	9,912	10,130	10,353
127	611800	MANAGEMENT SERVICES	532084	CELLULAR SERVICE	\$ 1,430	1,461	1,494	1,526	1,560	1,594	1,628	1,663	1,698	1,733	1,768
128	611800	MANAGEMENT SERVICES	532086	OTHER COMMUNICATIONS	\$ 4,915	5,023	5,134	5,247	5,362	5,480	5,601	5,724	5,850	5,978	6,110
129	611800	MANAGEMENT SERVICES	532087	AIR CARDS	\$ 660	675	689	705	720	736	752	769	786	803	820
130	611800	MANAGEMENT SERVICES	533085	TRAVEL/TRAINING	\$ 2,837	2,899	2,963	3,028	3,095	3,163	3,233	3,304	3,376	3,451	3,527
131	611800	MANAGEMENT SERVICES	564010	PCS & RELATED EQUIPMENT	\$ -	-	-	-	-	-	-	-	-	-	-
132	611800	MANAGEMENT SERVICES	522038	SAFETY SUPPLIES	\$ 64	65	67	68	70	71	73	75	76	78	80
133	611800	MANAGEMENT SERVICES	522045	ELECTRICAL HARDWARE	\$ -	-	-	-	-	-	-	-	-	-	-
134	611800	MANAGEMENT SERVICES	531003	ENGINEERING SERVICES	\$ -	-	-	-	-	-	-	-	-	-	-
135	611800	MANAGEMENT SERVICES	531320	EQUIPMENT RENTAL	\$ -	-	-	-	-	-	-	-	-	-	-
136	611800	MANAGEMENT SERVICES	544099	MISCELLANEOUS EXPENSE	\$ -	-	-	-	-	-	-	-	-	-	-
137	611800	MANAGEMENT SERVICES	565506	ENGINEERING SERVICES	\$ -	-	-	-	-	-	-	-	-	-	-
138	611800	MANAGEMENT SERVICES	522055	MINOR TOOLS	\$ 277	283	289	296	302	309	316	323	330	337	344
139	611800	MANAGEMENT SERVICES	522065	PAINT AND LUMBER	\$ -	-	-	-	-	-	-	-	-	-	-
140	611800	MANAGEMENT SERVICES	531220	BUILDING REPAIRS	\$ -	-	-	-	-	-	-	-	-	-	-
141	611800	MANAGEMENT SERVICES	521067	MINOR OFFICE EQUIPMENT	\$ -	-	-	-	-	-	-	-	-	-	-
142	611800	MANAGEMENT SERVICES	531100	ADVERTISING	\$ -	-	-	-	-	-	-	-	-	-	-
143	611801	UTILITY BILLING	521065	OFFICE SUPPLIES	\$ 4,943	5,052	5,163	5,276	5,393	5,511	5,632	5,756	5,883	6,012	6,145
144	611801	UTILITY BILLING	521067	MINOR OFFICE EQUIPMENT	\$ 500	511	522	534	545	557	570	582	595	608	622
145	611801	UTILITY BILLING	521073	PRINTED MATERIALS	\$ 9,500	9,709	9,923	10,141	10,364	10,592	10,825	11,063	11,307	11,555	11,810
146	611801	UTILITY BILLING	522011	CHEMICALS	\$ -	-	-	-	-	-	-	-	-	-	-
147	611801	UTILITY BILLING	522056	MINOR EQUIPMENT	\$ 151,125	154,450	157,848	161,320	164,869	168,496	172,203	175,992	179,864	183,821	187,865
148	611801	UTILITY BILLING	531004	CONSULTANT SERVICES	\$ 3,764	3,847	3,931	4,018	4,106	4,197	4,289	4,383	4,480	4,578	4,679
149	611801	UTILITY BILLING	531015	TEMPORARY EMPLOYEE SERVICES	\$ 5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
150	611801	UTILITY BILLING	531230	EQUIPMENT REPAIRS	\$ 200	204	209	213	218	223	228	233	238	243	249
151	611801	UTILITY BILLING	531240	MAINTENANCE CONTRACTS	\$ 15,749	16,095	16,450	16,811	17,181	17,559	17,946	18,340	18,744	19,156	19,578
152	611801	UTILITY BILLING	531320	EQUIPMENT RENTAL	\$ 4,685	4,788	4,893	5,001	5,111	5,224	5,338	5,456	5,576	5,699	5,824
154	611801	UTILITY BILLING	531360	COMPUTER CHARGES	\$ 94,398	96,475	98,597	100,764	102,983	105,249	107,564	109,931	112,349	114,821	117,347
155	611801	UTILITY BILLING	522037	JANITORIAL SUPPLIES	\$ 249	254	260	266	272	278	284	290	296	303	310
156	611801	UTILITY BILLING	522038	SAFETY SUPPLIES	\$ -	-	-	-	-	-	-	-	-	-	-
157	611801	UTILITY BILLING	522065	PAINT AND LUMBER	\$ -	-	-	-	-	-	-	-	-	-	-
158	611801	UTILITY BILLING	522075	PIPE AND PLUMBING SUPPLIES	\$ 49,626	50,718	51,834	52,974	54,139	55,330	56,548	57,792	59,063	60,363	61,690
159	611801	UTILITY BILLING	522085	EQUIPMENT PARTS	\$ 50	51	52	53	55	56	57	58	60	61	62
160	611801	UTILITY BILLING	531124	TOWING PAYMENTS	\$ -	-	-	-	-	-	-	-	-	-	-
161	611801	UTILITY BILLING	531125	OTHER CONTRACTS	\$ 543	555	567	580	592	605	619	632	646	660	675
162	611801	UTILITY BILLING	531350	GARAGE CHARGES	\$ 15,855	16,204	16,560	16,925	17,297	17,677	18,066	18,464	18,870	19,285	19,709
163	611801	UTILITY BILLING	532084	CELLULAR SERVICE	\$ 494	505	516	527	539	551	563	575	588	601	614
164	611801	UTILITY BILLING	532086	OTHER COMMUNICATIONS	\$ 132	135	138	141	144	147	150	154	157	161	164
165	611801	UTILITY BILLING	532062	POSTAGE	\$ 43,351	44,305	45,279	46,276	47,294	48,334</					

Projection of Cash Outflows
Schedule 6

Execution Rates		FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
1	Personal Services	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
2	Variable O&M Expenses	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
3	Fixed O&M Expenses	105%	105%	105%	105%	105%	105%	105%	105%	105%	105%	105%
206	611803 SUPPLY											
207	611803 SUPPLY											
208	611803 SUPPLY											
209	611803 SUPPLY											
210	611803 SUPPLY											
211	611803 SUPPLY											
212	611803 SUPPLY											
213	611803 SUPPLY											
214	611804 DISTRIBUTION											
215	611804 DISTRIBUTION											
216	611804 DISTRIBUTION											
217	611804 DISTRIBUTION											
218	611804 DISTRIBUTION											
219	611804 DISTRIBUTION											
220	611804 DISTRIBUTION											
221	611804 DISTRIBUTION											
222	611804 DISTRIBUTION											
223	611804 DISTRIBUTION											
224	611804 DISTRIBUTION											
225	611804 DISTRIBUTION											
226	611804 DISTRIBUTION											
227	611804 DISTRIBUTION											
228	611804 DISTRIBUTION											
229	611804 DISTRIBUTION											
230	611804 DISTRIBUTION											
231	611804 DISTRIBUTION											
232	611804 DISTRIBUTION											
233	611804 DISTRIBUTION											
234	611804 DISTRIBUTION											
235	611804 DISTRIBUTION											
236	611804 DISTRIBUTION											
237	611804 DISTRIBUTION											
238	611804 DISTRIBUTION											
239	611804 DISTRIBUTION											
240	611804 DISTRIBUTION											
241	611804 DISTRIBUTION											
242	611804 DISTRIBUTION											
243	611804 DISTRIBUTION											
244	611804 DISTRIBUTION											
245	611804 DISTRIBUTION											
246	611804 DISTRIBUTION											
247	611804 DISTRIBUTION											
248	611804 DISTRIBUTION											
249	611804 DISTRIBUTION											
250	611804 DISTRIBUTION											
251	611804 DISTRIBUTION											
252	611804 DISTRIBUTION											
253	611804 DISTRIBUTION											
254	611804 DISTRIBUTION											
255	611804 DISTRIBUTION											
256	611804 DISTRIBUTION											
257	611804 DISTRIBUTION											
258	611804 DISTRIBUTION											
259	611804 DISTRIBUTION											
260	611804 DISTRIBUTION											
261	611804 DISTRIBUTION											
262	611804 DISTRIBUTION											
263	611804 DISTRIBUTION											
264	611806 OTHER EXPENSES											
265	611806 OTHER EXPENSES											
266	611806 OTHER EXPENSES											
267	611806 OTHER EXPENSES											
268	611806 OTHER EXPENSES											
269	611806 OTHER EXPENSES											
270	611806 OTHER EXPENSES											
271	611806 OTHER EXPENSES											
272	611806 OTHER EXPENSES											
273	611806 OTHER EXPENSES											
274	611806 OTHER EXPENSES											
275	611806 OTHER EXPENSES											
276	611806 OTHER EXPENSES											
277	611806 OTHER EXPENSES											
278	611806 OTHER EXPENSES											
279	611806 OTHER EXPENSES											
280	611806 OTHER EXPENSES											
281	611806 OTHER EXPENSES											
282	611806 OTHER EXPENSES											
283	611806 OTHER EXPENSES											
284	611806 OTHER EXPENSES											
285	611800 MANAGEMENT SERVICES											
286	611800 MANAGEMENT SERVICES											
287	611800 MANAGEMENT SERVICES											
288	611800 MANAGEMENT SERVICES											
289	611800 MANAGEMENT SERVICES											
290	611800 MANAGEMENT SERVICES											
291	611800 MANAGEMENT SERVICES											
292	611800 MANAGEMENT SERVICES											
293	611800 MANAGEMENT SERVICES											
294	611800 MANAGEMENT SERVICES											
295	611800 MANAGEMENT SERVICES											
296	611800 MANAGEMENT SERVICES											
297	611800 MANAGEMENT SERVICES											
298	611800 MANAGEMENT SERVICES											
299	611800 MANAGEMENT SERVICES											
300	611800 MANAGEMENT SERVICES											
301	611800 MANAGEMENT SERVICES											
302	611800 MANAGEMENT SERVICES											
303	611800 MANAGEMENT SERVICES											
304	611800 MANAGEMENT SERVICES											

Projection of Cash Outflows
Schedule 6

Execution Rates		FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
1	Personal Services	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
2	Variable O&M Expenses	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
3	Fixed O&M Expenses	105%	105%	105%	105%	105%	105%	105%	105%	105%	105%	105%
305	611801 UTILITY BILLING	521065 OFFICE SUPPLIES	\$ 4,943	5,052	5,163	5,274	5,393	5,511	5,632	5,756	5,883	6,012
306	611801 UTILITY BILLING	521067 MINOR OFFICE EQUIPMENT	\$ 500	511	522	534	545	557	570	582	595	608
307	611801 UTILITY BILLING	521073 PRINTED MATERIALS	\$ 9,500	9,709	9,923	10,141	10,364	10,592	10,825	11,063	11,307	11,555
308	611801 UTILITY BILLING	522037 CLOTHING	\$ 249	254	260	266	272	278	284	290	296	303
309	611801 UTILITY BILLING	522037 JANITORIAL SUPPLIES	\$ 249	254	260	266	272	278	284	290	296	303
310	611801 UTILITY BILLING	522055 MINOR TOOLS	\$ 415	424	433	443	453	463	473	483	494	505
311	611801 UTILITY BILLING	522056 MINOR EQUIPMENT	\$ 151,125	154,450	157,848	161,320	164,869	168,496	172,203	175,992	179,864	183,821
312	611801 UTILITY BILLING	522075 PIPE AND PLUMBING SUPPLIES	\$ 49,626	50,718	51,834	52,974	54,139	55,330	56,548	57,792	59,063	60,363
313	611801 UTILITY BILLING	522085 EQUIPMENT PARTS	\$ 50	51	52	53	55	56	57	58	60	61
314	611801 UTILITY BILLING	531004 CONSULTANT SERVICES	\$ -	-	-	-	-	-	-	-	-	-
315	611801 UTILITY BILLING	531007 SECURITY SERVICE	\$ 3,764	3,847	3,931	4,018	4,106	4,197	4,289	4,383	4,480	4,578
316	611801 UTILITY BILLING	531015 TEMPORARY EMPLOYEE SERVICES	\$ 5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
317	611801 UTILITY BILLING	531125 OTHER CONTRACTS	\$ 543	555	567	580	592	605	619	632	646	660
318	611801 UTILITY BILLING	531230 EQUIPMENT REPAIRS	\$ 200	204	209	213	218	223	228	233	238	243
319	611801 UTILITY BILLING	531240 MAINTENANCE CONTRACTS	\$ 15,749	16,095	16,450	16,811	17,181	17,559	17,946	18,340	18,744	19,156
320	611801 UTILITY BILLING	531320 EQUIPMENT RENTAL	\$ 4,685	4,788	4,893	5,001	5,111	5,224	5,338	5,456	5,576	5,699
321	611801 UTILITY BILLING	531350 GARAGE CHARGES	\$ 15,855	16,204	16,560	16,925	17,297	17,677	18,066	18,464	18,870	19,285
322	611801 UTILITY BILLING	531360 COMPUTER CHARGES	\$ 94,398	96,475	98,597	100,766	102,983	105,249	107,564	109,931	112,349	114,821
323	611801 UTILITY BILLING	532062 POSTAGE	\$ 43,351	44,305	45,279	46,276	47,294	48,334	49,397	50,484	51,595	52,730
324	611801 UTILITY BILLING	532065 PRINTING, DUPLICATION	\$ 150	153	157	160	164	167	171	175	179	182
325	611801 UTILITY BILLING	532066 PRINT SHOP CHARGES	\$ 11,893	12,155	12,422	12,695	12,975	13,260	13,552	13,850	14,155	14,466
326	611801 UTILITY BILLING	532083 TELEPHONE SERVICE	\$ 6,590	6,735	6,883	7,033	7,189	7,348	7,509	7,674	7,843	8,016
327	611801 UTILITY BILLING	532084 CELLULAR SERVICE	\$ 494	505	516	527	539	551	563	575	588	601
328	611801 UTILITY BILLING	533085 TRAVEL/TRAINING	\$ 300	307	313	320	327	334	342	349	357	365
329	611801 UTILITY BILLING	532086 OTHER COMMUNICATIONS	\$ 132	135	138	141	144	147	150	154	157	161
330	611801 UTILITY BILLING	544105 BANK SERVICE CHARGES	\$ 81,954	83,757	85,600	87,483	89,407	91,374	93,385	95,439	97,539	99,685
331	611801 UTILITY BILLING	564009 DATA PROCESSING - SOFTWARE	\$ -	-	-	-	-	-	-	-	-	-
332	611813 INDUSTRIAL PRETREATMENT	521065 OFFICE SUPPLIES	\$ 2,844	2,907	2,971	3,036	3,103	3,171	3,241	3,312	3,385	3,459
333	611813 INDUSTRIAL PRETREATMENT	522011 CHEMICALS	\$ 2,480	2,671	2,877	3,098	3,337	3,598	3,870	4,168	4,489	4,835
334	611813 INDUSTRIAL PRETREATMENT	522037 CLOTHING	\$ 2,480	2,671	2,877	3,098	3,337	3,598	3,870	4,168	4,489	4,835
335	611813 INDUSTRIAL PRETREATMENT	522037 JANITORIAL SUPPLIES	\$ 2,151	2,198	2,247	2,296	2,347	2,398	2,451	2,505	2,560	2,616
336	611813 INDUSTRIAL PRETREATMENT	522038 SAFETY SUPPLIES	\$ 274	280	286	292	299	305	312	319	326	333
337	611813 INDUSTRIAL PRETREATMENT	522055 MINOR TOOLS	\$ 1,405	1,436	1,468	1,500	1,533	1,567	1,601	1,636	1,672	1,709
338	611813 INDUSTRIAL PRETREATMENT	531006 ATTORNEY'S FEES	\$ 15,000	15,330	15,667	16,012	16,364	16,724	17,092	17,468	17,852	18,245
339	611813 INDUSTRIAL PRETREATMENT	531025 MEMBERSHIPS	\$ -	-	-	-	-	-	-	-	-	-
340	611813 INDUSTRIAL PRETREATMENT	531027 CERTIFICATION & PERMIT FEES	\$ 225	230	235	240	245	251	256	262	268	274
341	611813 INDUSTRIAL PRETREATMENT	532066 SOFTWARE LICENSES	\$ 1,500	1,533	1,567	1,601	1,636	1,672	1,709	1,747	1,785	1,825
342	611813 INDUSTRIAL PRETREATMENT	531230 EQUIPMENT REPAIRS	\$ -	-	-	-	-	-	-	-	-	-
343	611813 INDUSTRIAL PRETREATMENT	531240 MAINTENANCE CONTRACTS	\$ -	-	-	-	-	-	-	-	-	-
344	611813 INDUSTRIAL PRETREATMENT	531350 GARAGE CHARGES	\$ 9,849	10,066	10,287	10,513	10,745	10,981	11,223	11,470	11,722	11,980
345	611813 INDUSTRIAL PRETREATMENT	531360 COMPUTER CHARGES	\$ 15,898	16,248	16,605	16,971	17,344	17,725	18,115	18,514	18,921	19,338
346	611813 INDUSTRIAL PRETREATMENT	532062 POSTAGE	\$ -	-	-	-	-	-	-	-	-	-
347	611813 INDUSTRIAL PRETREATMENT	532065 PRINTING, DUPLICATION	\$ 2,000	2,044	2,089	2,135	2,182	2,230	2,279	2,329	2,380	2,433
348	611813 INDUSTRIAL PRETREATMENT	532066 PRINT SHOP CHARGES	\$ -	-	-	-	-	-	-	-	-	-
349	611813 INDUSTRIAL PRETREATMENT	532083 TELEPHONE SERVICE	\$ 644	679	694	709	724	740	757	773	790	808
350	611813 INDUSTRIAL PRETREATMENT	532084 CELLULAR SERVICE	\$ 578	591	604	617	631	644	659	673	688	703
351	611813 INDUSTRIAL PRETREATMENT	532086 OTHER COMMUNICATIONS	\$ -	-	-	-	-	-	-	-	-	-
352	611813 INDUSTRIAL PRETREATMENT	533085 TRAVEL/TRAINING	\$ 1,200	1,226	1,253	1,281	1,309	1,338	1,367	1,397	1,428	1,460
353	611813 INDUSTRIAL PRETREATMENT	533100 ADVERTISING	\$ -	-	-	-	-	-	-	-	-	-
354	611815 COLLECTION	521065 OFFICE SUPPLIES	\$ 3,663	3,744	3,826	3,910	3,996	4,084	4,174	4,266	4,360	4,455
355	611815 COLLECTION	521073 PRINTED MATERIALS	\$ -	-	-	-	-	-	-	-	-	-
356	611815 COLLECTION	522011 CHEMICALS	\$ 768	768	768	768	768	768	768	768	768	768
357	611815 COLLECTION	522013 CLOTHING	\$ 13,455	13,751	14,054	14,363	14,679	15,002	15,332	15,669	16,014	16,366
358	611815 COLLECTION	522015 CONCRETE AND AGGREGATE	\$ 34,846	35,613	36,396	37,197	38,015	38,851	39,706	40,580	41,472	42,385
359	611815 COLLECTION	522037 JANITORIAL SUPPLIES	\$ 1,976	2,019	2,064	2,109	2,156	2,203	2,252	2,301	2,352	2,404
360	611815 COLLECTION	522038 SAFETY SUPPLIES	\$ 3,338	3,411	3,486	3,563	3,642	3,722	3,804	3,887	3,973	4,060
361	611815 COLLECTION	522055 MINOR TOOLS	\$ 17,102	17,478	17,863	18,256	18,657	19,068	19,487	19,916	20,354	20,802
362	611815 COLLECTION	522056 MINOR EQUIPMENT	\$ 86,848	88,739	90,711	92,707	94,747	96,831	98,961	101,138	103,363	105,637
363	611815 COLLECTION	522059 MOTOR VEHICLE PARTS	\$ -	-	-	-	-	-	-	-	-	-
364	611815 COLLECTION	522065 PAINT AND LUMBER	\$ 1,441	1,473	1,505	1,538	1,572	1,607	1,642	1,678	1,715	1,753
365	611815 COLLECTION	522075 PIPE AND PLUMBING SUPPLIES	\$ 102,653	104,911	107,219	109,578	111,989	114,453	116,971	119,544	122,174	124,862
366	611815 COLLECTION	522085 EQUIPMENT PARTS	\$ 7,530	7,696	7,865	8,038	8,215	8,396	8,580	8,769	8,962	9,159
367	611815 COLLECTION	522099 OTHER SUPPLIES	\$ 52	52	52	52	52	52	52	52	52	52
368	611815 COLLECTION	532032 NATURAL GAS	\$ -	-	-	-	-	-	-	-	-	-
369	611815 COLLECTION	533005 OTHER SERVICES	\$ -	-	-	-	-	-	-	-	-	-
370	611815 COLLECTION	531008 LABORATORY TESTING	\$ 6	6	6	6	7	7	7	7	7	7
371	611815 COLLECTION	531025 MEMBERSHIPS	\$ 3,373	3,447	3,523	3,601	3,680	3,761	3,843	3,928	4,014	4,103
372	611815 COLLECTION	531027 CERTIFICATION & PERMIT FEES	\$ -	-	-	-	-	-	-	-	-	-
373	611815 COLLECTION	531028 SOFTWARE LICENSES	\$ 16,400	16,761	17,130	17,506	17,892	18,285	18,687	19,099	19,519	19,948
374	611815 COLLECTION	531124 TOWING PAYMENTS	\$ -	-	-	-	-	-	-	-	-	-
375	611815 COLLECTION	531125 OTHER CONTRACTS	\$ -	-	-	-	-	-	-	-	-	-
376	611815 COLLECTION	531220 BUILDING REPAIRS	\$ -	-	-	-	-	-	-	-	-	-
377	611815 COLLECTION	531230 EQUIPMENT REPAIRS	\$ 15,951	16,302	16,661	17,027	17,402	17,785	18,176	18,576	18,984	19,402
378	611815 COLLECTION	531240 MAINTENANCE CONTRACTS	\$ 16,850	17,221	17,600	17,987	18,382	18,787	19,200	19,623	20,054	20,495
379	611815 COLLECTION	531310 RENTAL OF LAND & BUILDINGS	\$ 33,705	34,447	35,204	35,979	36,770	37,579	38,406	39,251	40,115	40,997
380	611815 COLLECTION	531320 EQUIPMENT RENTAL	\$ 2,524	2,580	2,636	2,694	2,754	2,814	2,876	2,939	3,004	3,070
381	611815 COLLECTION	531350 GARAGE CHARGES	\$ 236,354	241,554	246,868	252,299	257,850	263,522	269,320	275,245	281,300	287,489
382	611815 COLLECTION	531360 COMPUTER CHARGES	\$ 29,620	30,272	30,938	31,618	32,314	33,025	33,751	34,494	35,253	36,028
383	611815 COLLECTION	532062 POSTAGE	\$ -	-	-	-	-	-	-	-	-	-
384	611815 COLLECTION	532065 PRINTING, DUPLICATION	\$ 958	979	1,001	1,023	1,045	1,068	1,092	1,116	1,140	1,165
385	611815 COLLECTION	532066 PRINT SHOP CHARGES	\$ 223	228	233	238	243	249	254	260	265	271
386	611815 COLLECTION	532083 TELEPHONE SERVICE	\$ 5,211	5,326	5,443	5,563	5,685	5,810	5,938	6,068	6,202	6,338
387	611815 COLLECTION	532084 CELLULAR SERVICE	\$ 12,670	12,949	13,234	13,525	13,822	14,126	14,437	14,755	15,079	15,411
388	611815 COLLECTION	532085 PAGER SERVICE	\$ 109	111	114	116	119	122	124	127	130	133
389	611815 COLLECTION	532086 OTHER COMMUNICATIONS	\$ 899	919	939	960	981	1,002	1,024	1,047	1,070	1,093
390	611815 COLLECTION	532087 AIRCRAFT SERVICE	\$ 1,672	1,709	1,746	1,785	1,824	1,864	1,905	1,947	1,990	2,034
391	611815 COLLECTION	533085 TRAVEL/TRAINING	\$ 3,234	3,305	3,378	3,452	3,528	3,606	3,685	3,766	3,849	3,934
392	611815 COLLECTION	531131 DEMOLITION COSTS	\$ -	-	-	-	-	-	-	-	-	-
393	611815 COLLECTION	544087 EXPENSE REIMBURSEMENT	\$ (13,116)	(13,405)	(13,699)	(14,001)	(14,309)	(14,624)	(14,			

Projection of Cash Outflows
Schedule 6

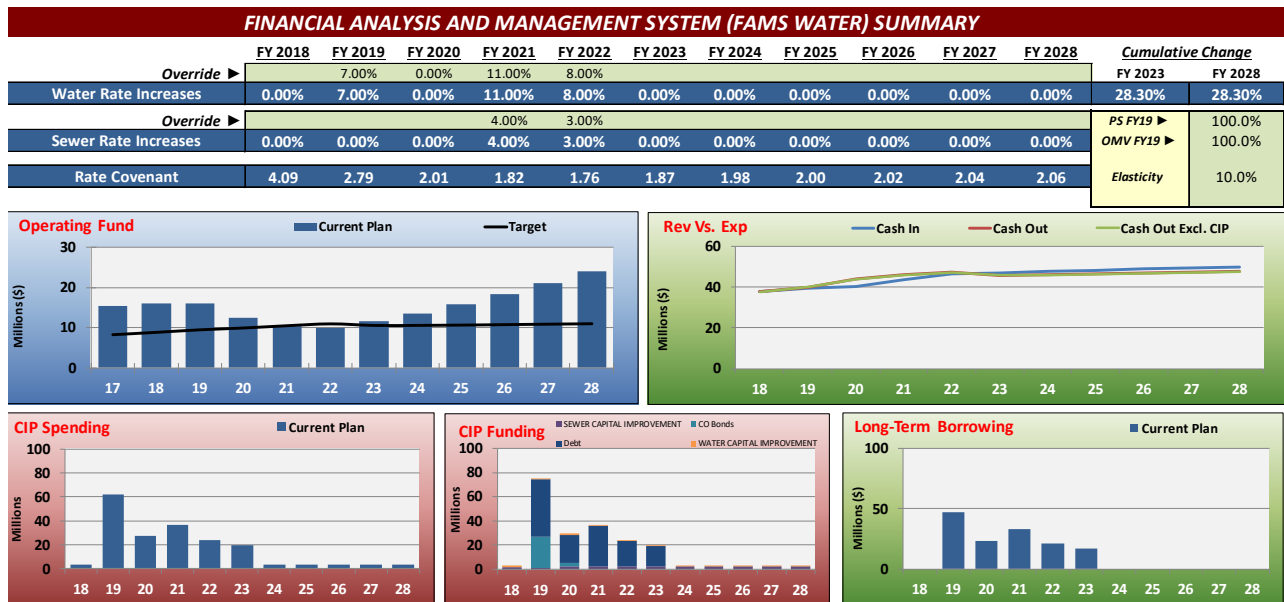
Execution Rates		FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
1	Personal Services	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
2	Variable O&M Expenses	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
3	Fixed O&M Expenses	105%	105%	105%	105%	105%	105%	105%	105%	105%	105%	105%
408	611817 WASTEWATER TREATMENT PL	525032 NATURAL GAS	\$ 1,840	1,840	1,840	1,840	1,840	1,840	1,840	1,840	1,840	1,840
409	611817 WASTEWATER TREATMENT PL	531004 CONSULTANT SERVICES	\$ 18,490	18,897	19,313	19,737	20,172	20,615	21,069	21,532	22,004	22,985
410	611817 WASTEWATER TREATMENT PL	531004 OTHER SERVICES	\$ 7,500	7,665	7,834	8,006	8,182	8,362	8,546	8,734	8,926	9,323
411	611817 WASTEWATER TREATMENT PL	531006 ATTORNEY'S FEES	\$ 7,500	7,665	7,834	8,006	8,182	8,362	8,546	8,734	8,926	9,323
412	611817 WASTEWATER TREATMENT PL	531008 LABORATORY TESTING	\$ 80,867	82,646	84,464	86,323	88,222	90,162	92,146	94,173	96,245	100,526
413	611817 WASTEWATER TREATMENT PL	531025 MEMBERSHIPS	\$ 111	113	116	118	121	124	126	129	132	138
414	611817 WASTEWATER TREATMENT PL	531027 CERTIFICATION & PERMIT FEES	\$ 110,801	113,239	115,730	118,276	120,878	123,537	126,255	129,033	131,871	137,738
415	611817 WASTEWATER TREATMENT PL	531028 SOFTWARE LICENSES	\$ 974	995	1,017	1,040	1,063	1,086	1,110	1,134	1,159	1,211
416	611817 WASTEWATER TREATMENT PL	531110 SLUDGE REMOVAL	\$ 158,774	158,774	158,774	158,774	158,774	158,774	158,774	158,774	158,774	158,774
417	611817 WASTEWATER TREATMENT PL	531120 LOT MAINTENANCE	\$ 36,250	37,048	37,863	38,696	39,547	40,417	41,306	42,215	43,143	45,063
418	611817 WASTEWATER TREATMENT PL	531124 TOWING PAYMENTS	\$ -	-	-	-	-	-	-	-	-	-
419	611817 WASTEWATER TREATMENT PL	531220 BUILDING REPAIRS	\$ -	-	-	-	-	-	-	-	-	-
420	611817 WASTEWATER TREATMENT PL	531125 OTHER CONTRACTS	\$ 12,476	12,476	12,476	12,476	12,476	12,476	12,476	12,476	12,476	12,476
421	611817 WASTEWATER TREATMENT PL	531230 EQUIPMENT REPAIRS	\$ 87,329	89,250	91,214	93,220	95,271	97,367	99,509	101,699	103,936	108,559
422	611817 WASTEWATER TREATMENT PL	531240 MAINTENANCE CONTRACTS	\$ 16,986	17,360	17,742	18,132	18,531	18,939	19,355	19,781	20,216	21,115
423	611817 WASTEWATER TREATMENT PL	531310 RENTAL OF LAND & BUILDINGS	\$ -	-	-	-	-	-	-	-	-	-
424	611817 WASTEWATER TREATMENT PL	531320 EQUIPMENT RENTAL	\$ 24,337	24,872	25,420	25,979	26,550	27,134	27,731	28,342	28,965	30,254
425	611817 WASTEWATER TREATMENT PL	531350 GARAGE CHARGES	\$ 110,243	112,668	115,147	117,680	120,269	122,915	125,619	128,383	131,207	137,044
426	611817 WASTEWATER TREATMENT PL	531360 COMPUTER CHARGES	\$ 24,249	24,782	25,328	25,885	26,454	27,036	27,631	28,239	28,860	30,144
427	611817 WASTEWATER TREATMENT PL	532062 POSTAGE	\$ 35	36	37	37	38	39	40	41	42	44
428	611817 WASTEWATER TREATMENT PL	532065 PRINTING, DUPLICATION	\$ -	-	-	-	-	-	-	-	-	-
429	611817 WASTEWATER TREATMENT PL	532066 PRINT SHOP CHARGES	\$ -	-	-	-	-	-	-	-	-	-
430	611817 WASTEWATER TREATMENT PL	532083 TELEPHONE SERVICE	\$ 66,493	67,956	69,451	70,979	72,540	74,136	75,767	77,434	79,138	82,658
431	611817 WASTEWATER TREATMENT PL	532084 CELLULAR SERVICE	\$ 2,994	3,060	3,127	3,196	3,266	3,338	3,412	3,487	3,563	3,722
432	611817 WASTEWATER TREATMENT PL	532085 PAGER SERVICE	\$ 62	63	65	66	68	69	71	72	74	77
433	611817 WASTEWATER TREATMENT PL	532086 OTHER COMMUNICATIONS	\$ 16,765	17,134	17,511	17,896	18,290	18,692	19,103	19,524	19,953	20,841
434	611817 WASTEWATER TREATMENT PL	533085 TRAVEL/TRAINING	\$ 9,438	9,646	9,858	10,075	10,296	10,523	10,754	10,991	11,233	11,732
435	611817 WASTEWATER TREATMENT PL	533100 ADVERTISING	\$ -	-	-	-	-	-	-	-	-	-
436	611817 WASTEWATER TREATMENT PL	543033 FILING AND RELEASING FEES	\$ -	-	-	-	-	-	-	-	-	-
437	611817 WASTEWATER TREATMENT PL	544087 EXPENSE REIMBURSEMENT	\$ 3,559	3,637	3,717	3,799	3,883	3,968	4,055	4,145	4,236	4,424
438	611817 WASTEWATER TREATMENT PL	544099 MISCELLANEOUS EXPENSE	\$ -	-	-	-	-	-	-	-	-	-
439	611817 WASTEWATER TREATMENT PL	544030 ENTERTAINMENT EXPENSE	\$ -	-	-	-	-	-	-	-	-	-
440	611819 OTHER OPERATING EXPENSE	531004 CONSULTANT SERVICES	\$ 30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
441	611819 OTHER OPERATING EXPENSE	531125 OTHER CONTRACTS	\$ 30,000	30,660	31,335	32,024	32,728	33,448	34,184	34,936	35,705	37,293
442	611819 OTHER OPERATING EXPENSE	531310 RENTAL OF LAND & BUILDINGS	\$ 75,000	76,650	78,336	80,060	81,821	83,621	85,461	87,341	89,262	93,233
443	611819 OTHER OPERATING EXPENSE	544085 BOND ISSUANCE COSTS	\$ -	-	-	-	-	-	-	-	-	-
444	611819 OTHER OPERATING EXPENSE	544105 BANK SERVICE CHARGES	\$ -	-	-	-	-	-	-	-	-	-
445	611819 OTHER OPERATING EXPENSE	547040 ADMINISTRATIVE SERVICE CHARGE	\$ 434,000	443,548	453,306	463,279	473,471	483,887	494,533	505,413	516,532	527,895
446	611819 OTHER OPERATING EXPENSE	547070 INSURANCE EXPENSE	\$ 255,161	260,775	266,512	272,375	278,367	284,491	290,750	297,146	303,684	313,193
447	611819 OTHER OPERATING EXPENSE	547075 CITY HALL MAINTENANCE	\$ 321,046	328,109	335,327	342,705	350,244	357,949	365,824	373,873	382,098	394,504
448	611819 OTHER OPERATING EXPENSE	591024 SALARY COMPENSATION STUDY	\$ -	-	-	-	-	-	-	-	-	-
449	611819 OTHER OPERATING EXPENSE	571040 AGENT FEES	\$ 2,525	2,525	2,525	2,525	2,525	2,525	2,525	2,525	2,525	2,525
450	611819 OTHER OPERATING EXPENSE	571070 OTHER EXPENDITURES	\$ -	-	-	-	-	-	-	-	-	-
451	611819 OTHER OPERATING EXPENSE	571130 INVESTMENT FEES	\$ 2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
452	611801 UTILITY BILLING	522013 CLOTHING	\$ -	-	-	-	-	-	-	-	-	-
453	611817 WASTEWATER TREATMENT PL	531005 OTHER SERVICES	\$ -	-	-	-	-	-	-	-	-	-
454	611806 OTHER EXPENSES	571040 AGENT FEES	\$ -	-	-	-	-	-	-	-	-	-
455	TOTAL - Operations & Maintenance		\$ 19,832,078	\$ 20,753,023	\$ 20,932,181	\$ 21,613,278	\$ 21,831,151	\$ 18,760,043	\$ 18,991,587	\$ 19,229,580	\$ 19,474,247	\$ 19,984,549
456	611806 OTHER EXPENSES	547050 PAYMENT IN LIEU OF TAXES	\$ 200,000	204,400	208,897	213,493	218,189	222,990	227,895	232,909	238,033	248,622
457	611819 OTHER OPERATING EXPENSE	547050 PAYMENT IN LIEU OF TAXES	\$ 200,000	204,400	208,897	213,493	218,189	222,990	227,895	232,909	238,033	248,622
459	TOTAL - Other Below the Line Expenses		\$ 400,000	\$ 408,800	\$ 417,794	\$ 426,985	\$ 436,379	\$ 445,979	\$ 455,791	\$ 465,818	\$ 476,066	\$ 497,243
460	611801 UTILITY BILLING	522055 MINOR TOOLS	\$ 415	424	433	443	453	463	473	483	494	516
461	611804 DISTRIBUTION	564003 VEHICLE CAPITAL OUTLAY	\$ 100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
462	611813 INDUSTRIAL PRETREATMENT	564003 VEHICLE CAPITAL OUTLAY	\$ 43,290	43,290	43,290	43,290	43,290	43,290	43,290	43,290	43,290	43,290
463	611815 COLLECTION	564003 VEHICLE CAPITAL OUTLAY	\$ 753,529	753,529	753,529	753,529	753,529	753,529	753,529	753,529	753,529	753,529
464	611817 WASTEWATER TREATMENT PL	564003 VEHICLE CAPITAL OUTLAY	\$ 43,860	43,860	43,860	43,860	43,860	43,860	43,860	43,860	43,860	43,860
465	611817 WASTEWATER TREATMENT PL	564117 MACHINERY & EQUIPMENT	\$ 56,140	56,140	56,140	56,140	56,140	56,140	56,140	56,140	56,140	56,140
467	TOTAL - Capital Outlay		\$ 997,234	\$ 997,243	\$ 997,252	\$ 997,262	\$ 997,272	\$ 997,282	\$ 997,292	\$ 997,302	\$ 997,313	\$ 997,324
468	TRANSFER TO SEPARATION PAY FUND		\$ 22,440	22,440	22,440	22,440	22,440	22,440	22,440	22,440	22,440	22,440
469	WATERWORKS - TRANSFER OUT		\$ 588,828	758,160	1,460,000	1,184,305	610,000	610,000	924,493	957,760	857,312	828,295
470	TRANSFER TO SEPARATION PAY FUND		\$ 40,800	40,800	40,800	40,800	40,800	40,800	40,800	40,800	40,800	40,800
471	HURICANE HARVEY		\$ 145,021	-	-	-	-	-	-	-	-	-
472	SEWER - TRANSFER OUT		\$ 1,354,979	1,107,840	2,497,453	2,497,415	2,497,376	2,497,337	2,497,297	2,497,256	2,497,215	2,497,173
474	TOTAL - Transfers Out		\$ 2,152,068	\$ 1,929,240	\$ 4,020,693	\$ 3,744,760	\$ 3,170,616	\$ 3,170,577	\$ 3,485,030	\$ 3,518,256	\$ 3,417,766	\$ 3,388,666
475	2012 WWSS Rev & Ref Bonds		\$ 757,450	764,550	766,250	770,850	774,700	782,800	-	-	-	-
476	2008 Comb Tax & Rev CO Bonds		\$ 547,104	-	-	-	-	-	-	-	-	-
477	2014 WWSS Rev & Ref Bonds		\$ 1,886,150	1,885,750	1,883,250	1,888,250	1,885,250	1,884,500	1,885,750	1,883,750	1,888,500	1,889,500
478	2014 GO Refunding Bonds		\$ 317,438	321,753	206,356	213,390	6,750	6,750	141,750	-	-	-
479	2016 GO Refunding Bonds		\$ 1,309,352	1,835,336	1,831,588	1,038,612	1,038,612	1,041,072	1,041,892	1,036,972	1,038,817	1,036,972
480	2017 CO Series Bonds (New)		\$ 1,869,900	1,859,900	1,849,900	2,034,900	2,031,000	2,031,900	2,033,100	2,033,900	2,034,500	2,030,700
481	New Debt Service		\$ -	\$ 1,473,542	\$ 3,098,941	\$ 5,117,401	\$ 6,804,952	\$ 8,093,345	\$ 8,372,247	\$ 8,372,247	\$ 8,372,247	\$ 8,372,247
483	TOTAL - Debt Service		\$ 6,687,394	\$ 8,140,831	\$ 9,636,285	\$ 11,063,608	\$ 12,541,264	\$ 13,840,367	\$ 13,474,739	\$ 13,326,069	\$ 13,331,464	\$ 13,335,064
484	Totals by Category											
485	Personal Services		\$ 7,251,709	7,408,665	7,569,561	7,734,526	7,903,694	8,077,205	8,255,206	8,437,850	8,625,298	8,817,718
486	Operating		\$ 19,832,078	20,753,023	20,932,181	21,613,278	21,831,151	18,760,043	18,991,587	19,229,580	19,474,247	19,984,549
487	Other Below the Line Expenses		\$ 400,000	408,800	417,794	426,985	436,379	445,979	455,791	465,818	476,066	497,243
488	Capital Outlay		\$ 997,234	997,243	997,252	997,262	997,272	997,282	997,292	997,302	997,313	997,324
489	Transfers / Other Expenses		\$ 2,152,068	1,929,240	4,020,693	3,744,760	3,170,616	3,170,577	3,485,030	3,518,256	3,417,766	3,388,666
490	Debt Service		\$ 6,687,394	8,140,831	9,636,285	11,063,608	12,541,264	13,840,367	13,474,739	13,326,069	13,331,464	13,335,064
491	TOTAL CASH OUTFLOWS		\$ 37,320,483	\$ 39,437,802	\$ 43,573,766	\$ 45,580,619	\$ 46,880,375	\$ 45,291,452	\$ 45,459,644	\$ 45,974,875	\$ 46,32	

Projection of Cash Inflows
Schedule 7

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
1 Water Growth											
2 Growth in ERUs	N/A	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
3 Growth in Billed Usage	N/A	0.98%	0.98%	0.98%	0.98%	0.98%	0.98%	0.98%	0.98%	0.98%	0.98%
4 Sewer Growth											
5 Growth in ERUs	N/A	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
6 Growth in Billed Usage	N/A	1.32%	1.32%	1.32%	1.32%	1.32%	1.32%	1.32%	1.32%	1.32%	1.32%
7 Assumed Rate Revenue Increases											
8 Water Rate Increases	N/A	7.00%	0.00%	11.00%	8.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
9 Sewer Rate Increases	N/A	0.00%	0.00%	4.00%	3.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
10 Water Rate Revenue											
11 Total Rate Revenue	\$ 3,239,231	3,533,937	3,603,230	4,078,009	4,490,607	4,578,659	4,668,436	4,759,974	4,853,307	4,948,470	5,045,499
12 Volumetric Revenue	\$18,395,481	19,735,068	19,926,595	22,087,513	23,893,331	24,125,214	24,359,346	24,595,751	24,834,450	25,075,466	25,318,820
13 Sewer Rate Revenue											
14 Base Rate Revenue	\$ 4,247,956	4,331,249	4,416,176	4,682,878	4,917,940	5,014,370	5,112,691	5,212,940	5,315,155	5,419,373	5,525,635
15 Volumetric Revenue	\$10,850,432	10,991,791	11,134,993	11,684,337	12,155,083	12,313,440	12,473,860	12,636,369	12,800,996	12,967,768	13,136,713
16 Total Rate Revenue	\$36,733,099	\$38,592,046	\$39,080,993	\$42,532,737	\$45,456,962	\$46,031,682	\$46,614,333	\$47,205,035	\$47,803,908	\$48,411,077	\$49,026,667
17 Other Operating Revenues											
18 Tap Fees And Service Charges	\$ 349,631	349,631	349,631	349,631	349,631	349,631	349,631	349,631	349,631	349,631	349,631
19 Waste Hauler Fees	\$ -	-	-	-	-	-	-	-	-	-	-
20 Backflow Prevention Tester Fees	\$ 1,242	1,242	1,242	1,242	1,242	1,242	1,242	1,242	1,242	1,242	1,242
21 Inspection Of Testers Equipmt Fees	\$ 19,489	19,489	19,489	19,489	19,489	19,489	19,489	19,489	19,489	19,489	19,489
22 Fire Hydrant Meter Connections	\$ -	-	-	-	-	-	-	-	-	-	-
23 Land Rentals	\$ 35,398	35,398	35,398	35,398	35,398	35,398	35,398	35,398	35,398	35,398	35,398
24 Other Revenues	\$ 55,722	55,722	55,722	55,722	55,722	55,722	55,722	55,722	55,722	55,722	55,722
25 Sale Of Gen.Fixed Assets	\$ -	-	-	-	-	-	-	-	-	-	-
26 Tap Fees And Service Charges	\$ 95,687	95,687	95,687	95,687	95,687	95,687	95,687	95,687	95,687	95,687	95,687
27 Waste Hauler Fees	\$ 110,730	110,730	110,730	110,730	110,730	110,730	110,730	110,730	110,730	110,730	110,730
28 Penalties On Account	\$ 135,992	135,992	135,992	135,992	135,992	135,992	135,992	135,992	135,992	135,992	135,992
29 Total Other Operating Revenue	\$ 803,891	\$ 803,891	\$ 803,891	\$ 803,891	\$ 803,891	\$ 803,891	\$ 803,891	\$ 803,891	\$ 803,891	\$ 803,891	\$ 803,891
30 Non-Operating Income											
31 Penalties On Account	\$ 143,008	143,008	143,008	143,008	143,008	143,008	143,008	143,008	143,008	143,008	143,008
32 Sale Of Equipment	\$ -	-	-	-	-	-	-	-	-	-	-
33 Other Revenues	\$ -	-	-	-	-	-	-	-	-	-	-
34 Other Funding Sources	\$ 22,079	22,079	22,079	22,079	22,079	22,079	22,079	22,079	22,079	22,079	22,079
35 Sale Of Gen.Fixed Assets	\$ -	-	-	-	-	-	-	-	-	-	-
36 Total Non-Operating Revenues	\$ 165,087	\$ 165,087	\$ 165,087	\$ 165,087	\$ 165,087	\$ 165,087	\$ 165,087	\$ 165,087	\$ 165,087	\$ 165,087	\$ 165,087
37 Total Revenue	\$37,702,077	\$39,561,024	\$40,049,971	\$43,501,715	\$46,425,940	\$47,000,660	\$47,583,311	\$48,174,013	\$48,772,886	\$49,380,055	\$49,995,645

Stantec

1/7/2019



Forecast of Net Revenues and Debt Service Coverage
Schedule 9

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
1 Total Rate Revenue											
2 Fixed And Consumption Rate Revenue	\$ 36,733,099	36,733,099	38,592,046	39,080,993	42,532,737	45,456,962	46,031,682	46,614,333	47,205,035	47,803,908	48,411,077
3 Additional Revenue From Growth	-	466,693	488,947	495,696	538,363	574,720	582,651	590,701	598,873	607,169	615,590
4 Weather Normalization	-	-	-	-	-	-	-	-	-	-	-
5 Subtotal: Base Revenue With Growth	\$ 36,733,099	37,199,793	39,080,993	39,576,689	43,071,100	46,031,682	46,614,333	47,205,035	47,803,908	48,411,077	49,026,667
6 Weighted Average Rate Increase	0.0%	4.1%	0.0%	8.2%	6.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
7 Additional Rate Revenue From Rate Increase	\$ -	1,531,373	0	3,248,638	2,615,125	0	-	-	-	-	-
8 Price Elasticity Adjustment	\$ -	(139,119)	0	(292,590)	(229,263)	0	-	-	-	-	-
9 Total Rate Revenue	\$ 36,733,099	38,592,046	39,080,993	42,532,737	45,456,962	46,031,682	46,614,333	47,205,035	47,803,908	48,411,077	49,026,667
10 Plus: Other Operating Revenue	\$ 803,891	803,891	803,891	803,891	803,891	803,891	803,891	803,891	803,891	803,891	803,891
11 Equals: Total Operating Revenue	\$ 37,536,990	\$ 39,395,937	\$ 39,884,884	\$ 43,336,628	\$ 46,260,853	\$ 46,835,573	\$ 47,418,224	\$ 48,008,926	\$ 48,607,799	\$ 49,214,968	\$ 49,830,558
12 Less: Operating Expenses											
13 Personal Services	\$ (7,247,149)	(7,404,013)	(7,564,815)	(7,729,684)	(7,898,754)	(8,072,165)	(8,250,065)	(8,432,605)	(8,619,947)	(8,812,258)	(9,009,714)
14 Variable O&M	\$ (12,807,295)	(13,603,318)	(13,654,795)	(14,205,391)	(14,289,880)	(11,082,440)	(11,174,639)	(11,270,206)	(11,369,297)	(11,472,075)	(11,578,714)
15 O&M	\$ (7,380,612)	(7,511,181)	(7,644,635)	(7,781,036)	(7,920,450)	(8,062,946)	(8,208,591)	(8,357,457)	(8,509,614)	(8,665,138)	(8,824,103)
16 Equals: Net Operating Income	\$ 10,101,934	\$ 10,877,425	\$ 11,020,639	\$ 13,620,517	\$ 16,151,768	\$ 19,618,022	\$ 19,784,930	\$ 19,948,658	\$ 20,108,940	\$ 20,265,496	\$ 20,418,026
17 Plus: Non-Operating Income/(Expense)											
18 Non-Operating Revenue	\$ 165,087	165,087	165,087	165,087	165,087	165,087	165,087	165,087	165,087	165,087	165,087
19 Interest Income	\$ 535,838	450,541	353,723	338,263	346,416	375,544	411,987	443,479	479,333	519,152	562,005
20 Debt Service Reserve Adjustment	\$ -	-	-	-	-	-	-	-	-	-	-
21 Equals: Net Income	\$ 10,802,859	\$ 11,493,053	\$ 11,539,449	\$ 14,123,867	\$ 16,463,271	\$ 20,158,653	\$ 20,362,003	\$ 20,557,223	\$ 20,753,360	\$ 20,949,735	\$ 21,145,118
22 Senior Debt Service Coverage Test											
23 Existing Senior Lien Debt	\$ 2,643,600	2,650,300	2,649,500	2,659,100	2,659,950	2,667,300	1,885,750	1,883,750	1,888,500	1,889,500	1,886,750
24 Cumulative New Senior Lien Debt - As Calculated	\$ -	1,473,542	3,098,941	5,117,401	6,804,952	8,093,345	8,372,247	8,372,247	8,372,247	8,372,247	8,372,247
25 Total Conventional Debt Service	Target \$ 2,643,600	\$ 4,123,842	\$ 5,748,441	\$ 7,776,501	\$ 9,464,902	\$ 10,760,645	\$ 10,257,997	\$ 10,255,997	\$ 10,260,747	\$ 10,261,747	\$ 10,258,997
26 Calculated Debt Service Coverage (Test I)	1.50	4.09	2.79	2.01	1.82	1.76	1.87	1.98	2.00	2.02	2.04
27 Cash Flow Test											
28 Net Income Available For Debt Service	\$ 10,802,859	11,493,053	11,539,449	14,123,867	16,663,271	20,158,653	20,362,003	20,557,223	20,753,360	20,949,735	21,145,118
29 Less: Non-Operating Expenditures											
30 Net Interfund Transfers (In - Out)	\$ (2,152,068)	(1,929,240)	(4,020,693)	(3,744,960)	(3,170,616)	(3,170,577)	(3,485,030)	(3,518,256)	(3,417,766)	(3,352,326)	(3,388,666)
31 Senior & Subordinate Debt Service	\$ (6,687,394)	(8,140,831)	(9,636,285)	(11,063,608)	(12,541,264)	(13,840,367)	(13,474,739)	(13,326,069)	(13,331,464)	(13,335,064)	(13,326,669)
32 Payment In Lieu Of Taxes	\$ (400,000)	(408,800)	(417,794)	(426,985)	(436,379)	(445,979)	(455,791)	(465,818)	(476,066)	(486,539)	(497,243)
33 Capital Outlay/ Vehicles	\$ (997,234)	(997,243)	(997,252)	(997,262)	(997,272)	(997,282)	(997,292)	(997,302)	(997,313)	(997,324)	(997,335)
34 Net Cash Flow	\$ 566,163	\$ 16,939	\$ (3,532,575)	\$ (2,108,948)	\$ (482,260)	\$ 1,704,449	\$ 1,949,152	\$ 2,249,779	\$ 2,530,751	\$ 2,778,482	\$ 2,935,205
35 Unrestricted Reserve Fund Test											
36 Balance At Beginning Of Fiscal Year	\$ 15,418,213	15,984,377	16,001,316	12,468,741	10,359,793	9,877,533	11,581,982	13,531,134	15,780,913	18,311,664	21,090,146
37 Cash Flow Surplus/(Deficit)	\$ 566,163	16,939	-	(191,199)	(482,260)	1,704,449	1,949,152	2,249,779	2,530,751	2,778,482	2,935,205
38 Reserve Fund Balance Used For Cash Flow Deficit	\$ -	-	(3,532,575)	(1,917,749)	-	-	-	-	-	-	-
39 Projects Designated To Be Paid With Cash	\$ -	-	-	-	-	-	-	-	-	-	-
40 Projects Paid With Reserve Funds (Non-Specified Funds)	\$ -	-	-	-	-	-	-	-	-	-	-
41 Balance At End Of Fiscal Year	\$ 15,984,377	16,001,316	12,468,741	10,359,793	9,877,533	11,581,982	13,531,134	15,780,913	18,311,664	21,090,146	24,025,351
42 Minimum Working Capital Reserve Target	\$ 8,879,921	9,516,347	9,978,894	10,550,991	11,021,000	10,625,295	10,640,279	10,712,364	10,825,925	10,942,100	11,058,445
43 Excess/(Deficiency) Of Working Capital To Target	\$ 7,104,456	\$ 6,484,969	\$ 2,489,847	\$ (191,199)	\$ (1,143,466)	\$ 956,687	\$ 2,890,855	\$ 5,068,549	\$ 7,485,738	\$ 10,148,046	\$ 12,966,906

		FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
1 Water Bond Proceeds 2006												
2 Balance At Beginning Of Fiscal Year	\$	44,754	45,426	46,107	46,799	47,501	48,213	48,936	49,670	50,415	51,172	51,939
3 Additional Annual Revenues	\$	-	-	-	-	-	-	-	-	-	-	-
4 Less: Payment Of Debt Service	\$	-	-	-	-	-	-	-	-	-	-	-
5 Subtotal	\$	44,754	45,426	46,107	46,799	47,501	48,213	48,936	49,670	50,415	51,172	51,939
6 Less: Restricted Funds	\$	-	-	-	-	-	-	-	-	-	-	-
7 Total Amount Available For Projects	\$	44,754	45,426	46,107	46,799	47,501	48,213	48,936	49,670	50,415	51,172	51,939
8 Amount Paid For Projects	\$	-	-	-	-	-	-	-	-	-	-	-
9 Subtotal	\$	44,754	45,426	46,107	46,799	47,501	48,213	48,936	49,670	50,415	51,172	51,939
10 Add Back: Restricted Funds	\$	-	-	-	-	-	-	-	-	-	-	-
11 Plus: Interest Earnings	\$	671	681	692	702	713	723	734	745	756	768	779
12 Less: Interest Allocated To Cash Flow	\$	-	-	-	-	-	-	-	-	-	-	-
13 Balance At End Of Fiscal Year	\$	45,426	46,107	46,799	47,501	48,213	48,936	49,670	50,415	51,172	51,939	52,718
14 Water Bond Proceeds 2008												
15 Balance At Beginning Of Fiscal Year	\$	164,822	167,295	169,804	172,351	174,936	177,560	180,224	182,927	185,671	188,456	191,283
16 Additional Annual Revenues	\$	-	-	-	-	-	-	-	-	-	-	-
17 Less: Payment Of Debt Service	\$	-	-	-	-	-	-	-	-	-	-	-
18 Subtotal	\$	164,822	167,295	169,804	172,351	174,936	177,560	180,224	182,927	185,671	188,456	191,283
19 Less: Restricted Funds	\$	-	-	-	-	-	-	-	-	-	-	-
20 Total Amount Available For Projects	\$	164,822	167,295	169,804	172,351	174,936	177,560	180,224	182,927	185,671	188,456	191,283
21 Amount Paid For Projects	\$	-	-	-	-	-	-	-	-	-	-	-
22 Subtotal	\$	164,822	167,295	169,804	172,351	174,936	177,560	180,224	182,927	185,671	188,456	191,283
23 Add Back: Restricted Funds	\$	-	-	-	-	-	-	-	-	-	-	-
24 Plus: Interest Earnings	\$	2,472	2,509	2,547	2,585	2,624	2,663	2,703	2,744	2,785	2,827	2,869
25 Less: Interest Allocated To Cash Flow	\$	-	-	-	-	-	-	-	-	-	-	-
26 Balance At End Of Fiscal Year	\$	167,295	169,804	172,351	174,936	177,560	180,224	182,927	185,671	188,456	191,283	194,152
27 SEWER BOND PROCEEDS 2008												
28 Balance At Beginning Of Fiscal Year	\$	3,915,593	3,974,326	4,033,941	4,094,450	4,155,867	4,218,205	4,281,478	4,345,700	4,410,886	4,477,049	4,544,205
29 Additional Annual Revenues	\$	-	-	-	-	-	-	-	-	-	-	-
30 Less: Payment Of Debt Service	\$	-	-	-	-	-	-	-	-	-	-	-
31 Subtotal	\$	3,915,593	3,974,326	4,033,941	4,094,450	4,155,867	4,218,205	4,281,478	4,345,700	4,410,886	4,477,049	4,544,205
32 Less: Restricted Funds	\$	-	-	-	-	-	-	-	-	-	-	-
33 Total Amount Available For Projects	\$	3,915,593	3,974,326	4,033,941	4,094,450	4,155,867	4,218,205	4,281,478	4,345,700	4,410,886	4,477,049	4,544,205
34 Amount Paid For Projects	\$	-	-	-	-	-	-	-	-	-	-	-
35 Subtotal	\$	3,915,593	3,974,326	4,033,941	4,094,450	4,155,867	4,218,205	4,281,478	4,345,700	4,410,886	4,477,049	4,544,205
36 Add Back: Restricted Funds	\$	-	-	-	-	-	-	-	-	-	-	-
37 Plus: Interest Earnings	\$	58,734	59,615	60,509	61,417	62,338	63,273	64,222	65,186	66,163	67,156	68,163
38 Less: Interest Allocated To Cash Flow	\$	-	-	-	-	-	-	-	-	-	-	-
39 Balance At End Of Fiscal Year	\$	3,974,326	4,033,941	4,094,450	4,155,867	4,218,205	4,281,478	4,345,700	4,410,886	4,477,049	4,544,205	4,612,368
40 WATER BOND PROCEEDS 2006												
41 Balance At Beginning Of Fiscal Year	\$	44,754	45,426	46,107	46,799	47,501	48,213	48,936	49,670	50,415	51,172	51,939
42 Additional Annual Revenues	\$	-	-	-	-	-	-	-	-	-	-	-
43 Less: Payment Of Debt Service	\$	-	-	-	-	-	-	-	-	-	-	-
44 Subtotal	\$	44,754	45,426	46,107	46,799	47,501	48,213	48,936	49,670	50,415	51,172	51,939
45 Less: Restricted Funds	\$	-	-	-	-	-	-	-	-	-	-	-
46 Total Amount Available For Projects	\$	44,754	45,426	46,107	46,799	47,501	48,213	48,936	49,670	50,415	51,172	51,939
47 Amount Paid For Projects	\$	-	-	-	-	-	-	-	-	-	-	-
48 Subtotal	\$	44,754	45,426	46,107	46,799	47,501	48,213	48,936	49,670	50,415	51,172	51,939
49 Add Back: Restricted Funds	\$	-	-	-	-	-	-	-	-	-	-	-
50 Plus: Interest Earnings	\$	671	681	692	702	713	723	734	745	756	768	779
51 Less: Interest Allocated To Cash Flow	\$	-	-	-	-	-	-	-	-	-	-	-
52 Balance At End Of Fiscal Year	\$	45,426	46,107	46,799	47,501	48,213	48,936	49,670	50,415	51,172	51,939	52,718
53 WATER BOND PROCEEDS 2008												
54 Balance At Beginning Of Fiscal Year	\$	164,822	167,295	169,804	172,351	174,936	177,560	180,224	182,927	185,671	188,456	191,283
55 Additional Annual Revenues	\$	-	-	-	-	-	-	-	-	-	-	-
56 Less: Payment Of Debt Service	\$	-	-	-	-	-	-	-	-	-	-	-
57 Subtotal	\$	164,822	167,295	169,804	172,351	174,936	177,560	180,224	182,927	185,671	188,456	191,283
58 Less: Restricted Funds	\$	-	-	-	-	-	-	-	-	-	-	-
59 Total Amount Available For Projects	\$	164,822	167,295	169,804	172,351	174,936	177,560	180,224	182,927	185,671	188,456	191,283
60 Amount Paid For Projects	\$	-	-	-	-	-	-	-	-	-	-	-
61 Subtotal	\$	164,822	167,295	169,804	172,351	174,936	177,560	180,224	182,927	185,671	188,456	191,283
62 Add Back: Restricted Funds	\$	-	-	-	-	-	-	-	-	-	-	-
63 Plus: Interest Earnings	\$	2,472	2,509	2,547	2,585	2,624	2,663	2,703	2,744	2,785	2,827	2,869
64 Less: Interest Allocated To Cash Flow	\$	-	-	-	-	-	-	-	-	-	-	-
65 Balance At End Of Fiscal Year	\$	167,295	169,804	172,351	174,936	177,560	180,224	182,927	185,671	188,456	191,283	194,152

Funding Summary by Fund
Schedule 11

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
66 SEWER CAPITAL IMPROVEMENT											
67 Balance At Beginning Of Fiscal Year	\$ 261,942	1,965	57,606	55,904	54,137	52,306	50,407	48,439	46,402	44,292	42,108
68 Additional Annual Revenues	\$ 1,354,979	1,107,840	2,497,453	2,497,415	2,497,376	2,497,337	2,497,297	2,497,256	2,497,215	2,497,173	2,497,131
69 Less: Payment Of Debt Service	\$ -	-	-	-	-	-	-	-	-	-	-
70 Subtotal	\$ 1,616,921	1,109,805	2,555,059	2,553,318	2,551,513	2,549,642	2,547,704	2,545,696	2,543,616	2,541,465	2,539,239
71 Less: Restricted Funds	\$ -	-	-	-	-	-	-	-	-	-	-
72 Total Amount Available For Projects	\$ 1,616,921	1,109,805	2,555,059	2,553,318	2,551,513	2,549,642	2,547,704	2,545,696	2,543,616	2,541,465	2,539,239
73 Amount Paid For Projects	\$ (1,616,921)	(1,052,642)	(2,500,000)	(2,500,000)	(2,500,000)	(2,500,000)	(2,500,000)	(2,500,000)	(2,500,000)	(2,500,000)	(2,500,000)
74 Subtotal	\$ -	57,162	55,059	53,318	51,513	49,642	47,704	45,696	43,616	41,465	39,239
75 Add Back: Restricted Funds	\$ -	-	-	-	-	-	-	-	-	-	-
76 Plus: Interest Earnings	\$ 1,965	443	845	819	792	765	736	706	675	643	610
77 Less: Interest Allocated To Cash Flow	\$ -	-	-	-	-	-	-	-	-	-	-
78 Balance At End Of Fiscal Year	\$ 1,965	57,606	55,904	54,137	52,306	50,407	48,439	46,402	44,292	42,108	39,849
79 WATER CAPITAL IMPROVEMENT											
80 Balance At Beginning Of Fiscal Year	\$ 1,204,239	-	-	-	-	-	-	-	-	-	-
81 Additional Annual Revenues	\$ 588,828	758,160	1,460,000	1,184,305	610,000	610,000	924,493	957,760	857,312	791,913	828,295
82 Less: Payment Of Debt Service	\$ -	-	-	-	-	-	-	-	-	-	-
83 Subtotal	\$ 1,793,067	758,160	1,460,000	1,184,305	610,000	610,000	924,493	957,760	857,312	791,913	828,295
84 Less: Restricted Funds	\$ -	-	-	-	-	-	-	-	-	-	-
85 Total Amount Available For Projects	\$ 1,793,067	758,160	1,460,000	1,184,305	610,000	610,000	924,493	957,760	857,312	791,913	828,295
86 Amount Paid For Projects	\$ (1,793,067)	(758,160)	(1,460,000)	(1,184,305)	(610,000)	(610,000)	(924,493)	(957,760)	(857,312)	(791,913)	(828,295)
87 Subtotal	\$ -	-	-	-	-	-	-	-	-	-	-
88 Add Back: Restricted Funds	\$ -	-	-	-	-	-	-	-	-	-	-
89 Plus: Interest Earnings	\$ 9,032	-	-	-	-	-	-	-	-	-	-
90 Less: Interest Allocated To Cash Flow	\$ (9,032)	-	-	-	-	-	-	-	-	-	-
91 Balance At End Of Fiscal Year	\$ -	-	-	-	-	-	-	-	-	-	-
92 SEWER CO BONDS 2017											
93 Balance At Beginning Of Fiscal Year	\$ 16,174,293	16,416,908	3,282,208	848,839	861,572	874,495	887,613	900,927	914,441	928,158	942,080
94 Additional Annual Revenues	\$ -	-	-	-	-	-	-	-	-	-	-
95 Less: Payment Of Debt Service	\$ -	-	-	-	-	-	-	-	-	-	-
96 Subtotal	\$ 16,174,293	16,416,908	3,282,208	848,839	861,572	874,495	887,613	900,927	914,441	928,158	942,080
97 Less: Restricted Funds	\$ -	-	-	-	-	-	-	-	-	-	-
98 Total Amount Available For Projects	\$ 16,174,293	16,416,908	3,282,208	848,839	861,572	874,495	887,613	900,927	914,441	928,158	942,080
99 Amount Paid For Projects	\$ -	(13,281,343)	(2,464,121)	-	-	-	-	-	-	-	-
100 Subtotal	\$ 16,174,293	3,135,565	818,087	848,839	861,572	874,495	887,613	900,927	914,441	928,158	942,080
101 Add Back: Restricted Funds	\$ -	-	-	-	-	-	-	-	-	-	-
102 Plus: Interest Earnings	\$ 242,614	146,644	30,752	12,733	12,924	13,117	13,314	13,514	13,717	13,922	14,131
103 Less: Interest Allocated To Cash Flow	\$ -	-	-	-	-	-	-	-	-	-	-
104 Balance At End Of Fiscal Year	\$ 16,416,908	3,282,208	848,839	861,572	874,495	887,613	900,927	914,441	928,158	942,080	956,211
105 WATER CO BONDS 2017											
106 Balance At Beginning Of Fiscal Year	\$ 18,574,064	18,574,064	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895
107 Additional Annual Revenues	\$ -	-	-	-	-	-	-	-	-	-	-
108 Less: Payment Of Debt Service	\$ -	-	-	-	-	-	-	-	-	-	-
109 Subtotal	\$ 18,574,064	18,574,064	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895
110 Less: Restricted Funds	\$ -	-	-	-	-	-	-	-	-	-	-
111 Total Amount Available For Projects	\$ 18,574,064	18,574,064	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895
112 Amount Paid For Projects	\$ -	(12,882,169)	-	-	-	-	-	-	-	-	-
113 Subtotal	\$ 18,574,064	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895
114 Add Back: Restricted Funds	\$ -	-	-	-	-	-	-	-	-	-	-
115 Plus: Interest Earnings	\$ 278,611	181,995	85,378	85,378	85,378	85,378	85,378	85,378	85,378	85,378	85,378
116 Less: Interest Allocated To Cash Flow	\$ (278,611)	(181,995)	(85,378)	(85,378)	(85,378)	(85,378)	(85,378)	(85,378)	(85,378)	(85,378)	(85,378)
117 Balance At End Of Fiscal Year	\$ 18,574,064	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895	5,691,895

Funding Summary by Fund
Schedule 11

	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>
118 REVENUE FUND											
119 Balance At Beginning Of Fiscal Year	\$ 15,418,213	15,984,377	16,001,316	12,468,741	10,359,793	9,877,533	11,581,982	13,531,134	15,780,913	18,311,664	21,090,146
120 Additional Annual Revenues	\$ 566,163	16,939	(3,532,575)	(2,108,948)	(482,260)	1,704,449	1,949,152	2,249,779	2,530,751	2,778,482	2,935,205
121 Less: Cash-Funded Capital Projects	\$ -	-	-	-	-	-	-	-	-	-	-
122 Less: Payment Of Debt Service	\$ -	-	-	-	-	-	-	-	-	-	-
123 Subtotal	\$ 15,984,377	16,001,316	12,468,741	10,359,793	9,877,533	11,581,982	13,531,134	15,780,913	18,311,664	21,090,146	24,025,351
124 Less: Restricted Funds	\$ (8,879,921)	(9,516,347)	(9,978,894)	(10,359,793)	(9,877,533)	(10,625,295)	(10,640,279)	(10,712,364)	(10,825,925)	(10,942,100)	(11,058,445)
125 Total Amount Available For Projects	\$ 7,104,456	6,484,969	2,489,847	-	-	956,687	2,890,855	5,068,549	7,485,738	10,148,046	12,966,906
126 Amount Paid For Projects	\$ -	-	-	-	-	-	-	-	-	-	-
127 Subtotal	\$ 7,104,456	6,484,969	2,489,847	-	-	956,687	2,890,855	5,068,549	7,485,738	10,148,046	12,966,906
128 Add Back: Restricted Funds	\$ 8,879,921	9,516,347	9,978,894	10,359,793	9,877,533	10,625,295	10,640,279	10,712,364	10,825,925	10,942,100	11,058,445
129 Plus: Interest Earnings	\$ 235,519	239,893	213,525	171,214	151,780	160,946	188,348	219,840	255,694	295,514	338,366
130 Less: Interest Allocated To Cash Flow	\$ (235,519)	(239,893)	(213,525)	(171,214)	(151,780)	(160,946)	(188,348)	(219,840)	(255,694)	(295,514)	(338,366)
131 Balance At End Of Fiscal Year	\$ 15,984,377	16,001,316	12,468,741	10,359,793	9,877,533	11,581,982	13,531,134	15,780,913	18,311,664	21,090,146	24,025,351
132 RESTRICTED RESERVES											
133 Balance At Beginning Of Fiscal Year	\$ 845,078	845,078	2,975,454	4,333,683	6,555,778	8,011,927	9,217,325	9,217,325	9,217,325	9,217,325	9,217,325
134 Additional Funds:	\$ -	2,130,377	1,358,229	2,222,095	1,456,149	1,205,398	-	-	-	-	-
135 Debt Service Reserve On New Debt	\$ -	-	-	-	-	-	-	-	-	-	-
136 Other Additional Funds	\$ -	-	-	-	-	-	-	-	-	-	-
137 Subtotal	\$ 845,078	2,975,454	4,333,683	6,555,778	8,011,927	9,217,325	9,217,325	9,217,325	9,217,325	9,217,325	9,217,325
138 Plus: Interest Earnings	\$ 12,676	28,654	54,819	81,671	109,258	129,219	138,260	138,260	138,260	138,260	138,260
139 Less: Interest Allocated To Cash Flow	\$ (12,676)	(28,654)	(54,819)	(81,671)	(109,258)	(129,219)	(138,260)	(138,260)	(138,260)	(138,260)	(138,260)
140 Balance At End Of Fiscal Year	\$ 845,078	2,975,454	4,333,683	6,555,778	8,011,927	9,217,325	9,217,325	9,217,325	9,217,325	9,217,325	9,217,325

Stantec

1/7/2019

6.0 APPENDIX B: Rate Schedules & Impacts

Residential Water

Base Rates

Meter Size	Old Rate	New Rate
5/8" x 3/4"	\$ 9.54	\$ 10.78
1"	\$ 21.56	\$ 24.36
1 1/2"	\$ 41.58	\$ 46.99
2"	\$ 65.61	\$ 74.14
3"	\$ 129.69	\$ 146.55
4"	\$ 201.78	\$ 228.01
6"	\$ 402.03	\$ 454.29
8"	\$ 642.33	\$ 725.83
10"	\$ 922.68	\$ 1,042.63
12"	\$ 1,723.68	\$ 1,947.76

Volumetric Rates

Tier	Old Rate	New Rate
0-500 CF	\$ 1.62	\$ 1.78
500-1000 CF	\$ 4.05	\$ 4.45
1000-2000 CF	\$ 6.08	\$ 6.22
2000+ CF	\$ 9.12	\$ 9.26

Sprinkler

Base Rates

Meter Size	Old Rate	New Rate
5/8" x 3/4"	\$ 9.54	\$ 10.78
1"	\$ 21.56	\$ 24.36
1 1/2"	\$ 41.58	\$ 46.99
2"	\$ 65.61	\$ 74.14
3"	\$ 129.69	\$ 146.55
4"	\$ 201.78	\$ 228.01
6"	\$ 402.03	\$ 454.29
8"	\$ 642.33	\$ 725.83
10"	\$ 922.68	\$ 1,042.63
12"	\$ 1,723.68	\$ 1,947.76

Volumetric Rates

Tier	Old Rate	New Rate
0-500 CF	\$ 4.05	\$ 4.29
500-1500 CF	\$ 6.08	\$ 6.44
1500+ CF	\$ 9.12	\$ 9.67

Non-Residential

Base Rates

Meter Size	Old Rate	New Rate
5/8" x 3/4"	\$ 9.54	\$ 10.78
1"	\$ 21.56	\$ 24.36
1 1/2"	\$ 41.58	\$ 46.99
2"	\$ 65.61	\$ 74.14
3"	\$ 129.69	\$ 146.55
4"	\$ 201.78	\$ 228.01
6"	\$ 402.03	\$ 454.29
8"	\$ 642.33	\$ 725.83
10"	\$ 922.68	\$ 1,042.63
12"	\$ 1,723.68	\$ 1,947.76

Volumetric Rates

Tier	Old Rate	New Rate
All Metered Use	\$ 4.05	\$ 4.29

Sewer

Base Rates

Meter Size	Old Rate	New Rate
5/8" x 3/4"	\$ 13.10	\$ 13.10
1"	\$ 30.30	\$ 30.30
1 1/2"	\$ 58.98	\$ 58.98
2"	\$ 93.39	\$ 93.39
3"	\$ 185.15	\$ 185.15
4"	\$ 288.38	\$ 288.38
6"	\$ 575.13	\$ 575.13
8"	\$ 919.23	\$ 919.23
10"	\$ 1,320.68	\$ 1,320.68
12"	\$ 2,467.68	\$ 2,467.68

Volumetric Rates

Tier	Old Rate	New Rate
All Metered Use	\$ 3.42	\$ 3.42

Residential Water 5/8" Meter Water & Sewer Bill Calculations											
Monthly Use (CCF)	Monthly Use (CF)	Monthly Use (Gal)	Agg. Bills Issued %	Current Water	Proposed Water	Current Sewer	Proposed Sewer	Current FY 18	Proposed (JAN FY 19)	\$ Chg	% Chg
0	0	0	13.3%	\$9.54	\$10.78	\$13.10	\$13.10	\$22.64	\$23.88	\$1.24	5.5%
1	100	748	26.9%	\$11.16	\$12.56	\$16.52	\$16.52	\$27.68	\$29.08	\$1.40	5.1%
2	200	1,496	40.3%	\$12.78	\$14.34	\$19.94	\$19.94	\$32.72	\$34.28	\$1.56	4.8%
3	300	2,244	52.7%	\$14.40	\$16.12	\$23.36	\$23.36	\$37.76	\$39.48	\$1.72	4.6%
4	400	2,992	63.3%	\$16.02	\$17.90	\$26.78	\$26.78	\$42.80	\$44.68	\$1.88	4.4%
5	500	3,740	71.7%	\$17.64	\$19.68	\$30.20	\$30.20	\$47.84	\$49.88	\$2.04	4.3%
6	600	4,488	78.3%	\$21.69	\$24.13	\$33.62	\$33.62	\$55.31	\$57.75	\$2.44	4.4%
7	700	5,236	83.3%	\$25.74	\$28.58	\$37.04	\$37.04	\$62.78	\$65.62	\$2.84	4.5%
8	800	5,984	87.0%	\$29.79	\$33.03	\$40.46	\$40.46	\$70.25	\$73.49	\$3.24	4.6%
9	900	6,732	89.9%	\$33.84	\$37.48	\$43.88	\$43.88	\$77.72	\$81.36	\$3.64	4.7%
10	1,000	7,480	92.1%	\$37.89	\$41.93	\$47.30	\$47.30	\$85.19	\$89.23	\$4.04	4.7%
11	1,100	8,228	93.8%	\$43.97	\$48.15	\$50.72	\$50.72	\$94.69	\$98.87	\$4.18	4.4%
12	1,200	8,976	95.2%	\$50.05	\$54.37	\$54.14	\$54.14	\$104.19	\$108.51	\$4.32	4.1%
13	1,300	9,724	96.3%	\$56.13	\$60.59	\$57.56	\$57.56	\$113.69	\$118.15	\$4.46	3.9%
14	1,400	10,472	97.1%	\$62.21	\$66.81	\$60.98	\$60.98	\$123.19	\$127.79	\$4.60	3.7%
15	1,500	11,220	97.9%	\$68.29	\$73.03	\$64.40	\$64.40	\$132.69	\$137.43	\$4.74	3.6%
16	1,600	11,968	98.5%	\$74.37	\$79.25	\$67.82	\$67.82	\$142.19	\$147.07	\$4.88	3.4%
17	1,700	12,716	98.9%	\$80.45	\$85.47	\$71.24	\$71.24	\$151.69	\$156.71	\$5.02	3.3%
18	1,800	13,464	99.3%	\$86.53	\$91.69	\$74.66	\$74.66	\$161.19	\$166.35	\$5.16	3.2%
19	1,900	14,212	99.7%	\$92.61	\$97.91	\$78.08	\$78.08	\$170.69	\$175.99	\$5.30	3.1%
20	2,000	14,960	99.8%	\$98.69	\$104.13	\$81.50	\$81.50	\$180.19	\$185.63	\$5.44	3.0%

Non-Residential Water 5/8" Meter Water & Sewer Bill Calculations										
Monthly Use (CCF)	Monthly Use (CF)	Monthly Use (Gal)	Current Water	Proposed Water	Current Sewer	Proposed Sewer	Current FY 18	Proposed (JAN FY 19)	\$ Chg	% Chg
0	0	0	\$9.54	\$10.78	\$13.10	\$13.10	\$22.64	\$23.88	\$1.24	5.5%
1	100	748	\$13.59	\$15.07	\$16.52	\$16.52	\$30.11	\$31.59	\$1.48	4.9%
2	200	1,496	\$17.64	\$19.36	\$19.94	\$19.94	\$37.58	\$39.30	\$1.72	4.6%
3	300	2,244	\$21.69	\$23.65	\$23.36	\$23.36	\$45.05	\$47.01	\$1.96	4.4%
4	400	2,992	\$25.74	\$27.94	\$26.78	\$26.78	\$52.52	\$54.72	\$2.20	4.2%
5	500	3,740	\$29.79	\$32.23	\$30.20	\$30.20	\$59.99	\$62.43	\$2.44	4.1%
6	600	4,488	\$33.84	\$36.52	\$33.62	\$33.62	\$67.46	\$70.14	\$2.68	4.0%
7	700	5,236	\$37.89	\$40.81	\$37.04	\$37.04	\$74.93	\$77.85	\$2.92	3.9%
8	800	5,984	\$41.94	\$45.10	\$40.46	\$40.46	\$82.40	\$85.56	\$3.16	3.8%
9	900	6,732	\$45.99	\$49.39	\$43.88	\$43.88	\$89.87	\$93.27	\$3.40	3.8%
10	1,000	7,480	\$50.04	\$53.68	\$47.30	\$47.30	\$97.34	\$100.98	\$3.64	3.7%
11	1,100	8,228	\$54.09	\$57.97	\$50.72	\$50.72	\$104.81	\$108.69	\$3.88	3.7%
12	1,200	8,976	\$58.14	\$62.26	\$54.14	\$54.14	\$112.28	\$116.40	\$4.12	3.7%
13	1,300	9,724	\$62.19	\$66.55	\$57.56	\$57.56	\$119.75	\$124.11	\$4.36	3.6%
14	1,400	10,472	\$66.24	\$70.84	\$60.98	\$60.98	\$127.22	\$131.82	\$4.60	3.6%
15	1,500	11,220	\$70.29	\$75.13	\$64.40	\$64.40	\$134.69	\$139.53	\$4.84	3.6%
16	1,600	11,968	\$74.34	\$79.42	\$67.82	\$67.82	\$142.16	\$147.24	\$5.08	3.6%
17	1,700	12,716	\$78.39	\$83.71	\$71.24	\$71.24	\$149.63	\$154.95	\$5.32	3.6%
18	1,800	13,464	\$82.44	\$88.00	\$74.66	\$74.66	\$157.10	\$162.66	\$5.56	3.5%
19	1,900	14,212	\$86.49	\$92.29	\$78.08	\$78.08	\$164.57	\$170.37	\$5.80	3.5%
20	2,000	14,960	\$90.54	\$96.58	\$81.50	\$81.50	\$172.04	\$178.08	\$6.04	3.5%
21	2,100	15,708	\$94.59	\$100.87	\$84.92	\$84.92	\$179.51	\$185.79	\$6.28	3.5%
22	2,200	16,456	\$98.64	\$105.16	\$88.34	\$88.34	\$186.98	\$193.50	\$6.52	3.5%
23	2,300	17,204	\$102.69	\$109.45	\$91.76	\$91.76	\$194.45	\$201.21	\$6.76	3.5%
24	2,400	17,952	\$106.74	\$113.74	\$95.18	\$95.18	\$201.92	\$208.92	\$7.00	3.5%
25	2,500	18,700	\$110.79	\$118.03	\$98.60	\$98.60	\$209.39	\$216.63	\$7.24	3.5%
26	2,600	19,448	\$114.84	\$122.32	\$102.02	\$102.02	\$216.86	\$224.34	\$7.48	3.4%
27	2,700	20,196	\$118.89	\$126.61	\$105.44	\$105.44	\$224.33	\$232.05	\$7.72	3.4%
28	2,800	20,944	\$122.94	\$130.90	\$108.86	\$108.86	\$231.80	\$239.76	\$7.96	3.4%
29	2,900	21,692	\$126.99	\$135.19	\$112.28	\$112.28	\$239.27	\$247.47	\$8.20	3.4%
30	3,000	22,440	\$131.04	\$139.48	\$115.70	\$115.70	\$246.74	\$255.18	\$8.44	3.4%
31	3,100	23,188	\$135.09	\$143.77	\$119.12	\$119.12	\$254.21	\$262.89	\$8.68	3.4%
32	3,200	23,936	\$139.14	\$148.06	\$122.54	\$122.54	\$261.68	\$270.60	\$8.92	3.4%
33	3,300	24,684	\$143.19	\$152.35	\$125.96	\$125.96	\$269.15	\$278.31	\$9.16	3.4%
34	3,400	25,432	\$147.24	\$156.64	\$129.38	\$129.38	\$276.62	\$286.02	\$9.40	3.4%
35	3,500	26,180	\$151.29	\$160.93	\$132.80	\$132.80	\$284.09	\$293.73	\$9.64	3.4%
36	3,600	26,928	\$155.34	\$165.22	\$136.22	\$136.22	\$291.56	\$301.44	\$9.88	3.4%
37	3,700	27,676	\$159.39	\$169.51	\$139.64	\$139.64	\$299.03	\$309.15	\$10.12	3.4%
38	3,800	28,424	\$163.44	\$173.80	\$143.06	\$143.06	\$306.50	\$316.86	\$10.36	3.4%
39	3,900	29,172	\$167.49	\$178.09	\$146.48	\$146.48	\$313.97	\$324.57	\$10.60	3.4%
40	4,000	29,920	\$171.54	\$182.38	\$149.90	\$149.90	\$321.44	\$332.28	\$10.84	3.4%
41	4,100	30,668	\$175.59	\$186.67	\$153.32	\$153.32	\$328.91	\$339.99	\$11.08	3.4%
42	4,200	31,416	\$179.64	\$190.96	\$156.74	\$156.74	\$336.38	\$347.70	\$11.32	3.4%
43	4,300	32,164	\$183.69	\$195.25	\$160.16	\$160.16	\$343.85	\$355.41	\$11.56	3.4%
44	4,400	32,912	\$187.74	\$199.54	\$163.58	\$163.58	\$351.32	\$363.12	\$11.80	3.4%
45	4,500	33,660	\$191.79	\$203.83	\$167.00	\$167.00	\$358.79	\$370.83	\$12.04	3.4%
46	4,600	34,408	\$195.84	\$208.12	\$170.42	\$170.42	\$366.26	\$378.54	\$12.28	3.4%
47	4,700	35,156	\$199.89	\$212.41	\$173.84	\$173.84	\$373.73	\$386.25	\$12.52	3.4%
48	4,800	35,904	\$203.94	\$216.70	\$177.26	\$177.26	\$381.20	\$393.96	\$12.76	3.3%
49	4,900	36,652	\$207.99	\$220.99	\$180.68	\$180.68	\$388.67	\$401.67	\$13.00	3.3%
50	5,000	37,400	\$212.04	\$225.28	\$184.10	\$184.10	\$396.14	\$409.38	\$13.24	3.3%

Inside Sprinkler 5/8" Meter Water Bill Calculations						
Monthly Use (CCF)	Monthly Use (CF)	Monthly Use (Gal)	Current FY 18	Proposed (JAN FY 19)	\$ Chg	% Chg
0	0	0	\$9.54	\$10.78	\$1.24	13.0%
1	100	748	\$13.59	\$15.07	\$1.48	10.9%
2	200	1,496	\$17.64	\$19.36	\$1.72	9.8%
3	300	2,244	\$21.69	\$23.65	\$1.96	9.0%
4	400	2,992	\$25.74	\$27.94	\$2.20	8.5%
5	500	3,740	\$29.79	\$32.23	\$2.44	8.2%
6	600	4,488	\$35.87	\$38.67	\$2.80	7.8%
7	700	5,236	\$41.95	\$45.11	\$3.16	7.5%
8	800	5,984	\$48.03	\$51.55	\$3.52	7.3%
9	900	6,732	\$54.11	\$57.99	\$3.88	7.2%
10	1,000	7,480	\$60.19	\$64.43	\$4.24	7.0%
11	1,100	8,228	\$60.19	\$64.43	\$4.24	7.0%
12	1,200	8,976	\$60.19	\$64.43	\$4.24	7.0%
13	1,300	9,724	\$60.19	\$64.43	\$4.24	7.0%
14	1,400	10,472	\$60.19	\$64.43	\$4.24	7.0%
15	1,500	11,220	\$60.19	\$64.43	\$4.24	7.0%
16	1,600	11,968	\$69.31	\$74.10	\$4.79	6.9%
17	1,700	12,716	\$78.43	\$83.77	\$5.34	6.8%
18	1,800	13,464	\$87.55	\$93.44	\$5.89	6.7%
19	1,900	14,212	\$96.67	\$103.11	\$6.44	6.7%
20	2,000	14,960	\$105.79	\$112.78	\$6.99	6.6%
21	2,100	15,708	\$114.91	\$122.45	\$7.54	6.6%
22	2,200	16,456	\$124.03	\$132.12	\$8.09	6.5%
23	2,300	17,204	\$133.15	\$141.79	\$8.64	6.5%
24	2,400	17,952	\$142.27	\$151.46	\$9.19	6.5%
25	2,500	18,700	\$151.39	\$161.13	\$9.74	6.4%
26	2,600	19,448	\$160.51	\$170.80	\$10.29	6.4%
27	2,700	20,196	\$169.63	\$180.47	\$10.84	6.4%
28	2,800	20,944	\$178.75	\$190.14	\$11.39	6.4%
29	2,900	21,692	\$187.87	\$199.81	\$11.94	6.4%
30	3,000	22,440	\$196.99	\$209.48	\$12.49	6.3%
31	3,100	23,188	\$206.11	\$219.15	\$13.04	6.3%
32	3,200	23,936	\$215.23	\$228.82	\$13.59	6.3%
33	3,300	24,684	\$224.35	\$238.49	\$14.14	6.3%
34	3,400	25,432	\$233.47	\$248.16	\$14.69	6.3%
35	3,500	26,180	\$242.59	\$257.83	\$15.24	6.3%
36	3,600	26,928	\$251.71	\$267.50	\$15.79	6.3%
37	3,700	27,676	\$260.83	\$277.17	\$16.34	6.3%
38	3,800	28,424	\$269.95	\$286.84	\$16.89	6.3%
39	3,900	29,172	\$279.07	\$296.51	\$17.44	6.2%
40	4,000	29,920	\$288.19	\$306.18	\$17.99	6.2%
41	4,100	30,668	\$297.31	\$315.85	\$18.54	6.2%
42	4,200	31,416	\$306.43	\$325.52	\$19.09	6.2%
43	4,300	32,164	\$315.55	\$335.19	\$19.64	6.2%
44	4,400	32,912	\$324.67	\$344.86	\$20.19	6.2%
45	4,500	33,660	\$333.79	\$354.53	\$20.74	6.2%
46	4,600	34,408	\$342.91	\$364.20	\$21.29	6.2%
47	4,700	35,156	\$352.03	\$373.87	\$21.84	6.2%
48	4,800	35,904	\$361.15	\$383.54	\$22.39	6.2%
49	4,900	36,652	\$370.27	\$393.21	\$22.94	6.2%
50	5,000	37,400	\$379.39	\$402.88	\$23.49	6.2%

7.0 APPENDIX B: Miscellaneous Fee Support

Type of Fee:		New Service				Proposed Fee:		\$15.00
Cost Type	Position/Equipment/Vehicles/Materials	Task	Average Direct Labor Rate per Hour	Time per Task per Occurrence (Minutes)	Number of Occurrences	Labor Costs per Occurrence	Total Labor Costs	
Labor	Utility Cust. Service Supervisor	Dertra First contact (Walk in, Phone, Email or Fax (mainly this type)	\$20.78	10	1	\$3.46	\$3.46	
Labor	Utility Cust. Service Supervisor	Application process, general information, Trash form						
Labor	Utility Cust. Service Supervisor	Deposit (auto pay) required phone call	\$20.78	13	1	\$4.50	\$4.50	
Labor	Utility Cust. Service Supervisor	Service order	\$20.78	3	1	\$1.04	\$1.04	
Labor	Utility Cust. Service Supervisor	Final Read Order	\$20.78	5	1	\$1.73	\$1.73	
Labor	Meter Service Tech	New Service	\$13.37	15	1	\$3.34	\$3.34	
Labor	Meter Service Tech	Turn on Meter	\$13.37	3	1	\$0.67	\$0.67	
Vehicle	Truck	Tacoma or F-150	\$0.58	10	1	\$0.10	\$0.10	
Total Costs							\$14.84	

Type of Fee:		Transfer of Service				Proposed Fee:		\$10.00
Cost Type	Position/Equipment/Vehicles/Materials	Task	Average Direct Labor Rate per Hour	Time per Task per Occurrence (Minutes)	Number of Occurrences	Labor Costs per Occurrence	Total Labor Costs	
Labor	Utility Cust. Service Supervisor	Dertra First contact (Walk in, Phone, Email or Fax (mainly this type)	\$20.78	10	1	\$3.46	\$3.46	
Labor	Utility Cust. Service Supervisor	Service Order	\$20.78	3	1	\$1.04	\$1.04	
Labor	Utility Cust. Service Supervisor	Billing Service order (final read) person (finalize)	\$20.78	5	1	\$1.73	\$1.73	
Labor	Meter Service Tech	Trip to site	\$13.37	15	1	\$3.34	\$3.34	
Labor		Turn on meter		3	1	\$0.00	\$0.00	
Vehicle	Truck	Tacoma or F-150 Work Vehicle	\$0.58	10	1	\$0.10	\$0.10	
Total Costs							\$9.67	



Type of Fee:	Damaged Mechanisms	Proposed Fee:	\$211.00
---------------------	---------------------------	----------------------	-----------------

Cost Type	Position/Equipment/Vehicles/ Materials	Task	Average Direct Labor Rate per Hour	Time per Task per Occurrence (Minutes)	Number of Occurrences	Labor Costs per Occurrence	Total Labor Costs
Labor	Utility Cust. Service Specialist	Service Order	\$13.53	5	1	\$1.13	\$1.13
Labor	Meter Service Tech	Drive Time	\$13.37	15	1	\$3.34	\$3.34
Labor	Meter Service Tech	Damaged Mechanisms	\$13.37	75	1	\$16.71	\$16.71
Vehicle	Truck	Tacoma or F-150	\$0.58	15	1	\$0.15	\$0.15
Materials	RCDL M25 LL Disc Meter	Damaged Mechanisms	\$190.00	1	1	\$190.00	\$190.00
Total Costs							\$211.33

Type of Fee:	Service Restoration	Proposed Fee:	\$9.00
---------------------	----------------------------	----------------------	---------------

Cost Type	Position/Equipment/Vehicles/ Materials	Task	Average Direct Labor Rate per Hour	Time per Task per Occurrence (Minutes)	Number of Occurrences	Labor Costs per Occurrence	Total Labor Costs
Labor	Utility Cust. Service Specialist	Write Report	\$13.53	5	1	\$1.13	\$1.13
Labor	Utility Cust. Service Specialist	Call Customer	\$13.53	15	1	\$3.38	\$3.38
Labor	Meter Service Tech	Travel Time	\$13.37	15	1	\$3.34	\$3.34
Labor	Meter Service Tech	Turn Meter On	\$13.37	3	1	\$0.67	\$0.67
Vehicle	Truck	Tacoma Or F-150	\$0.58	15	1	\$0.15	\$0.15
Total Costs							\$8.67



Type of Fee:	4" Sewer Tap	Proposed Fee:	\$806.00
---------------------	---------------------	----------------------	-----------------

Cost Type	Position/Equipment/Vehicles/ Materials	Task	Average Direct Labor Rate per Hour	Time per Task per Occurrence (Minutes)	Number of Occurrences	Labor Costs per Occurrence	Total Labor Costs
Labor	Crew leader	4" Sewer Tap	\$17.70	600	1	\$177.00	\$177.00
Labor	Operator	4" Sewer Tap	\$16.85	600	1	\$168.50	\$168.50
Labor	Labor	4" Sewer Tap	\$12.05	600	2	\$120.50	\$241.00
Vehicle	Crew Truck	4" Sewer Tap	\$3.18	600	1	\$31.80	\$31.80
Vehicle	BackHoe	4" Sewer Tap	\$5.13	600	1	\$51.30	\$51.30
Vehicle	Air Compressor	4" Sewer Tap	\$2.50	600	1	\$25.00	\$25.00
Vehicle	Dump Truck	4" Sewer Tap	\$0.57	600	1	\$5.70	\$5.70
Materials	4"x10" PVC Tapping Saddle	4" Sewer Tap	\$39.30	1	1	\$39.30	\$39.30
Materials	4" PVC Pipe	4" Sewer Tap	\$1.75	20	1	\$35.00	\$35.00
Materials	4" PVC two way Cleanout Tee	4" Sewer Tap	\$16.85	1	1	\$16.85	\$16.85
Materials	4" PVC 1/8 Bend sch 40	4" Sewer Tap	\$6.50	1	1	\$6.50	\$6.50
Materials	4" PVC Cleanout Threaded	4" Sewer Tap	\$2.90	1	1	\$2.90	\$2.90
Materials	4" PVC Cleanout Cap	4" Sewer Tap	\$1.65	1	1	\$1.65	\$1.65
Materials	Bag of Ready Mix	4" Sewer Tap	\$3.00	1	1	\$3.00	\$3.00
Total Costs							\$805.50

Type of Fee:	3/4" Sewer Tap	Proposed Fee:	\$369.00
---------------------	-----------------------	----------------------	-----------------

Cost Type	Position/Equipment/Vehicles/ Materials	Task	Average Direct Labor Rate per Hour	Time per Task per Occurrence (Minutes)	Number of Occurrences	Labor Costs per Occurrence	Total Labor Costs
Labor	Crew leader	3/4" Water Tap	\$17.70	60	1	\$17.70	\$17.70
Labor	Operator	3/4" Water Tap	\$16.85	60	1	\$16.85	\$16.85
Labor	Labor	3/4" Water Tap	\$12.05	60	2	\$12.05	\$24.10
Vehicle	Crew Truck	3/4" Water Tap	\$3.18	60	1	\$3.18	\$3.18
Vehicle	BackHoe	3/4" Water Tap	\$5.13	60	1	\$5.13	\$5.13
Vehicle	Air Compressor	3/4" Water Tap	\$2.50	60	1	\$2.50	\$2.50
Vehicle	Dump Truck	3/4" Water Tap	\$0.57	60	1	\$0.57	\$0.57
Materials	3/4" Meter	3/4" Water Tap	\$190.00	1	1	\$190.00	\$190.00
Materials	3/4" x 6" Tapping Saddle	3/4" Water Tap	\$27.50	1	1	\$27.50	\$27.50
Materials	3/4" Corp. Stop CC x P Joint	3/4" Water Tap	\$20.35	1	1	\$20.35	\$20.35
Materials	3/4" of PE Polyethylene Tubing	3/4" Water Tap	\$0.21	20	1	\$4.20	\$4.20
Materials	3/4" T-Stop IP x PJ	3/4" Water Tap	\$36.60	1	1	\$36.60	\$36.60
Materials	3/4" Meter Couplings	3/4" Water Tap	\$4.35	2	1	\$8.70	\$8.70
Materials	Plastic Meter Box	3/4" Water Tap	\$12.08	1	1	\$12.08	\$12.08
Total Costs							\$369.46

Type of Fee:	1" Sewer Tap	Proposed Fee:	\$475.00
---------------------	---------------------	----------------------	-----------------

Cost Type	Position/Equipment/Vehicles/ Materials	Task	Average Direct Labor Rate per Hour	Time per Task per Occurrence (Minutes)	Number of Occurrences	Labor Costs per Occurrence	Total Labor Costs
Labor	Crew leader	1" Water Tap	\$17.70	60	1	\$17.70	\$17.70
Labor	Operator	1" Water Tap	\$16.85	60	1	\$16.85	\$16.85
Labor	Labor	1" Water Tap	\$12.05	60	1	\$12.05	\$12.05
Vehicle	Crew Truck	1" Water Tap	\$3.18	60	1	\$3.18	\$3.18
Vehicle	BackHoe	1" Water Tap	\$5.13	60	1	\$5.13	\$5.13
Vehicle	Air Compressor	1" Water Tap	\$2.50	60	1	\$2.50	\$2.50
Vehicle	Dump Truck	1" Water Tap	\$0.57	60	1	\$0.57	\$0.57
Materials	1 " meter	1" Water Tap	\$272.00	1	1	\$272.00	\$272.00
Materials	1" x 6" tapping saddle	1" Water Tap	\$27.27	1	1	\$27.27	\$27.27
Materials	1" corp. stop cc x p joint	1" Water Tap	\$30.82	1	1	\$30.82	\$30.82
Materials	1" of PE Polyethylene tubing	1" Water Tap	\$0.35	20	1	\$7.00	\$7.00
Materials	1" t-stop ip x pj	1" Water Tap	\$56.17	1	1	\$56.17	\$56.17
Materials	1" meter couplings	1" Water Tap	\$5.80	2	1	\$11.60	\$11.60
Materials	plastic meter box	1" Water Tap	\$12.08	1	1	\$12.08	\$12.08
Total Costs							\$474.92

Type of Fee:	1 1/2" Sewer Tap	Proposed Fee:	\$837.00
---------------------	-------------------------	----------------------	-----------------

Cost Type	Position/Equipment/Vehicles/ Materials	Task	Average Direct Labor Rate per Hour	Time per Task per Occurrence (Minutes)	Number of Occurrences	Labor Costs per Occurrence	Total Labor Costs
Labor	Crew leader	1 1/2" Water Tap	\$17.70	60	1	\$17.70	\$17.70
Labor	Operator	1 1/2" Water Tap	\$16.85	60	1	\$16.85	\$16.85
Labor	Labor	1 1/2" Water Tap	\$12.05	60	1	\$12.05	\$12.05
Vehicle	Crew Truck	1 1/2" Water Tap	\$3.18	60	1	\$3.18	\$3.18
Vehicle	BackHoe	1 1/2" Water Tap	\$5.13	60	1	\$5.13	\$5.13
Vehicle	Air Compressor	1 1/2" Water Tap	\$2.50	60	1	\$2.50	\$2.50
Vehicle	Dump Truck	1 1/2" Water Tap	\$0.57	60	1	\$0.57	\$0.57
Materials	1 1/2 " meter	1 1/2" Water Tap	\$455.00	1	1	\$455.00	\$455.00
Materials	1 1/2" x 6" tapping saddle	1 1/2" Water Tap	\$32.31	1	1	\$32.31	\$32.31
Materials	1 1/2" corp. stop cc x p joint	1 1/2" Water Tap	\$87.35	1	1	\$87.35	\$87.35
Materials	1 1/2" of PE Polyethylene tubing	1 1/2" Water Tap	\$0.77	20	1	\$15.40	\$15.40
Materials	1 1/2" t-stop ip x pj	1 1/2" Water Tap	\$123.16	1	1	\$123.16	\$123.16
Materials	1 1/2" flanges	1 1/2" Water Tap	\$27.05	2	1	\$54.10	\$54.10
Materials	plastic meter box	1 1/2" Water Tap	\$12.08	1	1	\$12.08	\$12.08
Total Costs							\$837.38

Type of Fee:	2" Sewer Tap	Proposed Fee:	\$1,244.00
---------------------	---------------------	----------------------	-------------------

<i>Cost Type</i>	<i>Position/Equipment/Vehicles/ Materials</i>	<i>Task</i>	<i>Average Direct Labor Rate per Hour</i>	<i>Time per Task per Occurrence (Minutes)</i>	<i>Number of Occurrences</i>	<i>Labor Costs per Occurrence</i>	<i>Total Labor Costs</i>
Labor	Crew leader	2" Water Tap	\$17.70	60	1	\$17.70	\$17.70
Labor	Operator	2" Water Tap	\$16.85	60	1	\$16.85	\$16.85
Labor	Labor	2" Water Tap	\$12.05	60	1	\$12.05	\$12.05
Vehicle	Crew Truck	2" Water Tap	\$3.18	60	1	\$3.18	\$3.18
Vehicle	BackHoe	2" Water Tap	\$5.13	60	1	\$5.13	\$5.13
Vehicle	Air Compressor	2" Water Tap	\$2.50	60	1	\$2.50	\$2.50
Vehicle	Dump Truck	2" Water Tap	\$0.57	60	1	\$0.57	\$0.57
Materials	2 " meter	2" Water Tap	\$590.00	1	1	\$678.50	\$678.50
Materials	2" x 6" tapping saddle	2" Water Tap	\$32.34	1	1	\$37.19	\$37.19
Materials	2" corp. stop cc x p joint	2" Water Tap	\$144.46	1	1	\$166.13	\$166.13
Materials	2" of PE Polyethylene tubing	2" Water Tap	\$1.23	20	1	\$28.20	\$28.20
Materials	2" t-stop ip x pj	2" Water Tap	\$171.46	1	1	\$197.18	\$197.18
Materials	2" flanges	2" Water Tap	\$28.23	2	1	\$64.92	\$64.92
Materials	plastic meter box	2" Water Tap	\$12.08	1	1	\$13.89	\$13.89
Total Costs							\$1,243.99

CITY OF GALVESTON ORDINANCE NO. 19-_____

AUTHORIZING THE
ISSUANCE OF

CITY OF GALVESTON, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION
SERIES 2019

Adopted: January 24, 2019

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.1.	Definitions.....	2
Section 1.2.	Findings.....	4
Section 1.3.	Table of Contents, Titles, and Headings.....	4
Section 1.4.	Interpretation.....	4

ARTICLE II

TAX LEVY; DEBT SERVICE FUND; PLEDGE OF REVENUES

Section 2.1.	Tax Levy.....	5
Section 2.2.	Debt Service Fund.....	5
Section 2.3.	Pledge of Revenues.....	5

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE
CERTIFICATES

Section 3.1.	Authorization.....	6
Section 3.2.	Date, Denomination, Maturities, and Interest.....	6
Section 3.3.	Medium, Method, and Place of Payment.....	7
Section 3.4.	Execution and Registration of Certificates.....	8
Section 3.5.	Ownership.....	9
Section 3.6.	Registration, Transfer, and Exchange.....	9
Section 3.7.	Cancellation.....	10
Section 3.8.	Replacement Certificates.....	10
Section 3.9.	Book-Entry-Only System.....	11
Section 3.10.	Successor Securities Depository; Transfer Outside Book-Entry- Only System.....	12
Section 3.11.	Payments to Cede & Co.....	12

ARTICLE IV

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.1.	Limitation on Redemption.....	13
Section 4.2.	Optional Redemption.....	13
Section 4.3.	[Mandatory Sinking Fund Redemption.....	13
Section 4.4.	Partial Redemption.....	14
Section 4.5.	Notice of Redemption to Owners.....	14
Section 4.6.	Payment Upon Redemption.....	15

Section 4.7.	Effect of Redemption.....	15
Section 4.8.	Lapse of Payment.....	15

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.1.	Appointment of Initial Paying Agent/Registrar.....	15
Section 5.2.	Qualifications.....	16
Section 5.3.	Maintaining Paying Agent/Registrar.....	16
Section 5.4.	Termination.....	16
Section 5.5.	Notice of Change to Owners.....	16
Section 5.6.	Agreement to Perform Duties and Functions.....	17
Section 5.7.	Delivery of Records to Successor.....	17

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.1.	Form Generally.....	17
Section 6.2.	Form of the Certificates.....	17
Section 6.3.	CUSIP Registration.....	23
Section 6.4.	Legal Opinion.....	24

ARTICLE VII

SALE AND DELIVERY OF CERTIFICATES; DEPOSIT OF PROCEEDS; OFFICIAL STATEMENT

Section 7.1.	Sale of Certificates.....	24
Section 7.2.	Deposit of Proceeds.....	24
Section 7.3.	Control and Delivery of Certificates.....	25
Section 7.4.	Official Statement.....	25

ARTICLE VIII

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 8.1.	Payment of the Certificates.....	25
Section 8.2.	Other Representations and Covenants.....	25
Section 8.3.	Provisions Concerning Federal Income Tax Exclusion.....	26

ARTICLE IX

DISCHARGE

Section 9.1.	Discharge.....	28
--------------	----------------	----

ARTICLE X

CONTINUING DISCLOSURE UNDERTAKING

Section 10.1. Annual Reports.....	28
Section 10.2. Event Notices.....	29
Section 10.3. Limitations, Disclaimers and Amendments.....	30

ARTICLE XI

MISCELLANEOUS

Section 11.1. Changes to Ordinance.....	31
Section 11.2. Partial Invalidity.....	31
Section 11.3. Repealer.....	32
Section 11.4. Individuals Not Liable.....	32
Section 11.5. Related Matters.....	32
Section 11.6. Force and Effect.....	32
Section 11.7. Publication of Ordinance.....	32

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF GALVESTON, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019; PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AGREEMENT AND A PAYING AGENT/REGISTRAR AGREEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

THE STATE OF TEXAS §
COUNTY OF GALVESTON§
CITY OF GALVESTON §

WHEREAS, under the provisions of Subchapter C, Chapter 271, Texas Local Government Code, as amended (the “Act”), the City of Galveston, Texas (the “City”), is authorized to issue certificates of obligation for the purposes specified in this Ordinance and for the payment of all or a portion of the contractual obligations for professional services, including that of engineers, attorneys, and financial advisors in connection therewith, and to sell the same for cash as herein provided; and

WHEREAS, the City is authorized to provide that such obligations will be payable from and secured by the levy of a direct and continuing ad valorem tax, within the limits prescribed by law, against all taxable property within the City, in combination with a limited pledge of a subordinate lien on the net revenues of the City’s utility system (the “System”) in an amount not to exceed \$1,000 as authorized by the Act and Chapter 1502, Texas Government Code; and

WHEREAS, the City Council has found and determined that it is necessary and in the best interests of the City and its citizens that it issue such certificates of obligation authorized by this Ordinance; and

WHEREAS, pursuant to a resolution heretofore passed by this governing body, notice of intention to issue certificates of obligation of the City payable as provided in this Ordinance was published in a newspaper of general circulation in the City in accordance with the laws of the State of Texas, which notice provided that the principal amount of such certificates of obligation would not exceed \$35,000,000 and the proceeds would be used for the purpose of paying contractual obligations to be incurred for the purposes set forth in Section 3.1 hereof; and

WHEREAS, such notice provided that the City tentatively planned to consider the passage of an ordinance authorizing the issuance of the Certificates on January 24, 2019; and

WHEREAS, no petition of any kind has been filed with or presented to any official of the City requesting that any of the proceedings authorizing such certificates of obligation be submitted to a referendum or other election; and

WHEREAS, this City Council is now authorized and empowered to proceed with the issuance of said certificates of obligation and to sell the same for cash; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and public notice of the time, place, and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; therefore,

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section .1. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

“Bond Counsel” means Bracewell LLP.

“Business Day” means a day that is not a Saturday, Sunday, legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close.

“Certificate” or “Certificates” means the City’s certificates of obligation entitled, “City of Galveston, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2019” authorized to be issued by Section 3.1 of this Ordinance.

“City” means the City of Galveston, Texas.

“Closing Date” means the date of the initial delivery of and payment for the Certificates.

“Code” means the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulation promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

“Dated Date” means February 1, 2019.

“Debt Service Fund” means the debt service fund established by Section 2.2 of this Ordinance.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named in this Ordinance, the Designated Payment/Transfer Office as designated in the Paying Agent/Registrar Agreement, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Fiscal Year” means such fiscal year as shall from time to time be set by the City Council.

“Initial Certificate” means the initial certificate authorized by Section 3.4 of this Ordinance.

“Interest Payment Date” means the date or dates upon which interest on the principal of the Certificates is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being May 1 and November 1 of each year, commencing on May 1, 2019.

“MSRB” means the Municipal Securities Rulemaking Board.

“Net Revenues” means the revenues to be derived from the System, after the payment of all operation and maintenance expenses thereof.

“Ordinance” as used herein and in the Certificates means this ordinance authorizing the Certificates.

“Owner” means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

“Paying Agent/Registrar” means initially The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, or any successor thereto as provided in this Ordinance.

“Paying Agent Registrar Agreement” means the Paying Agent/Registrar Agreement between the Paying Agent/Registrar and the City relating to the Certificates.

“Purchase Agreement” means the purchase contract, between the City and the Underwriter, pertaining to the sale of the Certificates.

“Record Date” means the fifteenth day of the month next preceding an Interest Payment Date.

“Register” means the bond register specified in Section 3.6(a) of this Ordinance.

“Regulations” means the applicable, proposed, temporary or final Treasury Regulations promulgated under the Code, or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Representation Letter” means the Blanket Letter of Representations between the City and DTC.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“System” as used in this Ordinance means the City’s utility system.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of principal, redemption premium, if any, or interest on the Certificates as the same becomes due and payable or money set aside for the payment of Certificates duly called for redemption prior to maturity and remaining unclaimed by the Owners of such Certificates for ninety (90) days after the applicable payment or redemption date.

“Underwriter” means, collectively, Estrada Hinojosa & Company, Inc., Piper Jaffray & Co. and SAMCO Capital Markets, Inc.

Section .2. Findings.

The declarations, determinations, and findings declared, made, and found in the preamble to this Ordinance are hereby adopted, restated, and made a part of the operative provisions hereof.

Section .3. Table of Contents, Titles, and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section .4. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Any action required to be taken on a date which is not a Business Day shall be taken on the next succeeding Business Day and have the same effect as if taken on the date so required.

(c) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Ordinance.

(d) Article and section references shall mean references to articles and sections of this Ordinance unless otherwise designated.

ARTICLE II

TAX LEVY; DEBT SERVICE FUND; PLEDGE OF REVENUES

Section .1. Tax Levy.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State of Texas, there shall be levied and there is hereby levied for the current year and for each succeeding year thereafter while any of the Certificates or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the City, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Certificates, being (i) the interest on the Certificates, and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% per annum (whichever amount is greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the City most recently approved in accordance with law and the money thus collected shall be deposited as collected to the Debt Service Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Debt Service Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Certificates when and as due and payable in accordance with their terms and this Ordinance and associated expenses.

(d) To pay the debt service coming due on the Certificates prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section .2. Debt Service Fund.

(a) The City hereby establishes a special fund or account to be designated the "City of Galveston, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2019, Debt Service Fund" (the "Debt Service Fund") with said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in or required by this Ordinance to be deposited to the Debt Service Fund shall be used solely for the purpose of paying the interest on and principal of the Certificates when and as due and payable in accordance with their terms and this Ordinance and related expenses.

Section .3. Pledge of Revenues.

The Net Revenues to be derived from the operation of the System in an amount not to exceed One Thousand Dollars (\$1,000) are hereby pledged to the payment of the principal of and interest on the Certificates as the same come due; provided, however, that such pledge is and shall be junior and subordinate in all respects to the pledge of the Net Revenues to the payment of all outstanding obligations of the City and any obligation of the City, whether authorized

heretofore or hereafter, that the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the Net Revenues, secured by a pledge of the Net Revenues that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of Net Revenues securing the Certificates. The revenues of the System available after the payment of all operation and maintenance expenses of the System, any debt service payable from gross revenues or Net Revenues of the System, if any, as well as other payments, costs or expenses designated in an ordinance authorizing the issuance of System revenue obligations may be used for any lawful purpose of the City.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES

Section .1. Authorization.

The City's "City of Galveston, Texas Combination Tax and Revenue Certificates of Obligation, Series 2019" are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, specifically Subchapter C, Chapter 271, Texas Local Government Code, as amended. The Certificates shall be issued in the aggregate principal amount of [\$_____] for the costs associated with the (i) construction of any public work, the purchase of materials, supplies, equipment, machinery, buildings, land and rights-of-way for authorized needs and purposes, or payment of professional services related to such projects, to wit: acquisition, construction and installation of certain improvements to the City's utility system and (ii) payment of costs of issuance for such series of certificates of obligation and other professional services related to the purposes herein.

Section .2. Date, Denomination, Maturities, and Interest.

(a) The Certificates shall be dated the Dated Date. The Certificates shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof and shall be numbered separately from R-1 upward, except the Initial Certificate, which shall be numbered I-1.

(b) The Certificates shall mature on May 1 in the years and in the principal amounts set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2020	\$_____	_____%	2035	\$_____	_____%
2021	_____	_____	2036	_____	_____
2022	_____	_____	2037	_____	_____
2023	_____	_____	2038	_____	_____
2024	_____	_____	2039	_____	_____
2025	_____	_____	2040	_____	_____
2026	_____	_____	2041	_____	_____
2027	_____	_____	2042	_____	_____
2028	_____	_____	2043	_____	_____
2029	_____	_____	2044	_____	_____
2030	_____	_____	2045	_____	_____
2031	_____	_____	2046	_____	_____
2032	_____	_____	2047	_____	_____
2033	_____	_____	2048	_____	_____
2034	_____	_____	2049	_____	_____

(c) Interest shall accrue and be paid on each Certificate respectively until the principal amount thereof has been paid or provision for such payment has been made, from the later of the Closing Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rate per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable semiannually on each Interest Payment Date, computed on the basis of a 360-day year composed of twelve 30-day months.

Section .3. Medium, Method, and Place of Payment.

(a) The principal of and interest on the Certificates shall be paid in lawful money of the United States of America.

(b) Interest on the Certificates shall be paid by check dated as of the Interest Payment Date, and sent by United States mail, first class, postage prepaid, by the Paying Agent/Registrar to each Owner, as shown in the Register at the close of business on the Record Date, at the address of each such Owner as such appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements.

(c) The principal of each Certificate shall be paid to the Owner thereof on the Maturity Date or upon prior redemption upon presentation and surrender of such Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(d) If the date for the payment of the principal of or interest on the Certificates is not a Business Day, the date for such payment shall be the next succeeding Business Day, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

(e) In the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the special payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the fifteenth day next preceding the date of mailing of such notice.

(f) Unclaimed Payments shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Certificates to which the Unclaimed Payments pertain. Subject to Title 6, Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Certificates thereafter coming due and, to the extent any such money remains after the retirement of all outstanding Certificates, shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar nor any other person shall be liable or responsible to any holders of such Certificates for any further payment of such unclaimed moneys or on account of any such Certificates, subject to Title 6, Texas Property Code.

Section .4. Execution and Registration of Certificates.

(a) The Certificates shall be executed on behalf of the City by the Mayor or Mayor Pro Tem and the Secretary or Deputy City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney

General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one initial Certificate (the "Initial Certificate"), representing the entire principal amount of the Certificates, payable in stated installments to the Underwriter or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro Tem and the Secretary or Deputy City Secretary of the City, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to the Underwriter or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel such Initial Certificate and deliver to DTC on behalf of the Underwriter registered definitive Certificates as described in Section 3.9. To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

Section .5. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the Owner as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal thereof, for the purpose of making and receiving payment of the interest thereon (subject to the provisions herein that the interest is to be paid to the person in whose name the Certificate is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Certificate shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section .6. Registration, Transfer, and Exchange.

(a) So long as any Certificates remain outstanding, the City shall cause the Paying Agent/Registrar to keep at its Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with this Ordinance.

(b) The ownership of a Certificate may be transferred only upon the presentation and surrender of the Certificate to the Paying Agent/Registrar at the Designated Payment/Transfer Office with such endorsement or other instrument of transfer and assignment as is acceptable to the Paying Agent/Registrar. No transfer of any Certificate shall be effective until entered in the Register.

(c) The Certificates shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Certificate or Certificates of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000, and in an aggregate principal amount equal to the unpaid principal amount of the Certificates presented for exchange.

(d) The Paying Agent/Registrar is hereby authorized to authenticate and deliver Certificates transferred or exchanged in accordance with this Section. A new Certificate or Certificates will be delivered by the Paying Agent/Registrar, in lieu of the Certificate being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each Certificate delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such Certificate is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Certificates. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Certificate.

(f) Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Certificate called for redemption, in whole or in part, within 45 days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled balance of a Certificate.

Section .7. Cancellation.

All Certificates paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Ordinance, shall be cancelled and proper records made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall dispose of such cancelled Certificates in the manner required by the Securities Exchange Act of 1934, as amended.

Section .8. Replacement Certificates.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Certificate is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction, or theft of such Certificate;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar, and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed, or wrongfully taken Certificate has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Certificate, may pay such Certificate when it becomes due and payable.

(e) Each replacement Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

Section .9. Book-Entry-Only System.

(a) The definitive Certificates shall be initially issued in the form of a separate single fully registered Certificate for each maturity. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.10 hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying

Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute Owner of such Certificate for the purpose of payment of principal of, premium, if any, and interest on the Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) The Representation Letter previously executed and delivered by the City, and applicable to the City's obligations delivered in book entry only form to DTC as securities depository, is hereby ratified and approved for the Certificates.

Section .10. Successor Securities Depository; Transfer Outside Book-Entry-Only System.

In the event that the City determines that it is in the best interest of the City and the beneficial owners of the Certificates that they be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Certificates and cause the Paying Agent/Registrar to transfer one or more separate registered Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section .11. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as the Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificates, and all notices with respect to such Certificates shall be made and given, respectively, in the manner provided in the Representation Letter of the City to DTC.

ARTICLE IV

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section .1. Limitation on Redemption.

The Certificates shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section .2. Optional Redemption.

(a) The City has reserved the right to redeem at its option the Certificates maturing on and after May 1, 20[]], in whole or from time to time in part before their respective scheduled maturity dates, on May 1, 20[]], or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption.

(b) The City, at least 45 days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption and of the principal amount of Certificates to be redeemed.

Section .3. [Mandatory Sinking Fund Redemption.

(a) The Certificates designated as "Term Certificates" in the form of Certificate contained in Section 6.2(a) ("Term Certificates"), are subject to scheduled mandatory redemption and will be redeemed by the City, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Debt Service Fund, on the dates and in the respective principal amounts as set forth in the form of Certificate contained in Section 6.2(a).

(b) Prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Certificates equal to the aggregate principal amount of such Term Certificates to be redeemed, shall call such Term Certificates for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.5.

(c) The principal amount of the Term Certificates required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.3 shall be reduced, at the option of the City, by the principal amount of any Term Certificates which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.]

Section .4. Partial Redemption.

(a) If less than all of the Certificates are to be redeemed pursuant to Section 4.2 hereof, the City shall determine the maturity or maturities (or mandatory sinking fund payment with respect to Term Certificates) and the principal amount thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot, or other customary method that results in random selection, the Certificates, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(b) A portion of a single Certificate of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Certificate is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Certificate as though it were a single Certificate for purposes of selection for redemption.

(c) Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.6 of this Ordinance, shall authenticate and deliver an exchange Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered, such exchange being without charge.

(d) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Certificate as to which only a portion thereof is to be redeemed.

Section .5. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Certificates by sending notice by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Certificate (or part thereof) to be redeemed, at the address shown on the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Certificates are to be surrendered for payment, and if less than all Certificates outstanding are to be redeemed and subject to Section 4.4 hereof, an identification of the Certificates or portions thereof to be redeemed.

(c) The City reserves the right to give notice of its election or direction to redeem Certificates under Section 4.2 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any

Certificates subject to conditional redemption where redemption has been rescinded shall remain Outstanding.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section .6. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/ Registrar shall make provision for the payment of the Certificates to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Certificates being redeemed.

(b) Upon presentation and surrender of any Certificate called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Certificate to the date of redemption from the money set aside for such purpose.

Section .7. Effect of Redemption.

(a) When Certificates have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Certificates or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Certificate or portion thereof called for redemption shall terminate on the date fixed for redemption. If the City shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until due provision is made for the payment of same.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until due provision is made for the payment of same by the City.

Section .8. Lapse of Payment. Money set aside for the redemption of the Certificates and remaining unclaimed by the Owners thereof shall be subject to the provisions of Section 3.3(f) hereof.

**ARTICLE V
PAYING AGENT/REGISTRAR**

Section .1. Appointment of Initial Paying Agent/Registrar.

(a) The City hereby appoints The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, as its initial registrar and transfer agent (the “Paying Agent/Registrar”) to keep such books or records and make such transfers and registrations under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfer and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of such Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as provided herein. The City or its designee shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity.

(b) The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all conversions, exchanges and replacements of such Certificates, as provided in the Ordinance.

(c) The City hereby approves and the Mayor and the City Secretary are hereby authorized to execute and deliver a Paying Agent/Registrar Agreement, specifying the duties and responsibilities of the City and the Paying Agent/Registrar.

Section .2. Qualifications.

Each Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the State, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Certificates.

Section .3. Maintaining Paying Agent/Registrar.

(a) At all times while any Certificates are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.2 of this Ordinance.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement, provided no such resignation shall be effective until a successor Paying Agent/Registrar has accepted the duties of Paying Agent/Registrar for the Certificates.

Section .4. Termination.

The City reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated (i) 45 days written notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided, that, no such termination shall be effective until a successor Paying Agent/Registrar has assumed the duties of Paying Agent/Registrar for the Certificates.

Section .5. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by United States mail, first class, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section .6. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed hereby and under the Paying Agent/Registrar Agreement.

Section .7. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE CERTIFICATES

Section .1. Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar and the Assignment form to appear on each of the Certificates, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) The definitive Certificates, if any, shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof.

(c) The Initial Certificate submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section .2. Form of the Certificates.

The form of the Certificates, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying

Agent/Registrar and the form of Assignment appearing on the Certificates, shall be substantially as follows:

(a) Form of Certificate.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF GALVESTON

CITY OF GALVESTON, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION
SERIES 2019

INTEREST RATE: MATURITY DATE: CLOSING DATE: CUSIP NUMBER:
_____ % May 1, 20__ [_____], 2019 _____

The City of Galveston (the “City”), in the County of Galveston, State of Texas, for value received, hereby promises to pay to

or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

and to pay interest on such principal amount from the later of the Closing Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on May 1 and November 1 of each year, commencing on May 1, 2019.

The principal of this Certificate shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Certificate at the corporate trust office of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, or such other location designated by the Paying Agent/Registrar (the “Designated Payment/Transfer Office”), of the Paying Agent/ Registrar or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Certificate is payable by check dated as of the interest payment date, and will be mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books

kept by the Paying Agent/Registrar or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the registered owner; provided, however, such registered owner shall bear all risk and expenses of such customary banking arrangement. For the purpose of the payment of interest on this Certificate, the registered owner shall be the person in whose name this Certificate is registered at the close of business on the "Record Date," which shall be the last business day of the month next preceding such interest payment date. In the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the special payment date of the past due interest (the "Special Payment Date," which date shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Certificate is not a Business Day, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday or legal holiday, or day on which banking institutions in the State of Texas or the city in which the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are generally authorized or obligated by law or executive order to close (a "Business Day"), and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Certificate is dated February 1, 2019 and is one of a series of fully registered certificates specified in the title hereof issued in the aggregate principal amount of [\$] (herein referred to as the "Certificates"), issued pursuant to a certain ordinance of the City (the "Ordinance") for the costs associated with the construction of any public work, the purchase of materials, supplies, equipment, machinery, buildings, land and rights-of-way for authorized needs and purposes, or payment of professional services related to such projects, to wit: acquisition, construction and installation of certain improvements to the City's System and the payment of costs of issuance for such series of certificates of obligation and other professional services related to the purposes herein.

The City has reserved the right to redeem the Certificates maturing on and after May 1, 20[], in whole or from time to time in part before their respective scheduled maturity dates, on May 1, 20[], or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption. If less than all of the Certificates are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Certificates, or portions thereof, within such maturity and in such principal amounts, for redemption.

[Certificates maturing on May 1, 20__ (the "Term Certificates") are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the City, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

\$ Term Certificates Maturing May 1, 20__

<u>Mandatory Redemption Date</u>	<u>Principal Amount</u>
May 1, 20__	\$_____
May 1, 20__ (Maturity)	\$_____

The Paying Agent/Registrar will select by lot or by any other customary method that results in a random selection the specific Term Certificates (or with respect to Term Certificates having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Certificates required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of any Term Certificates which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.]

Not less than 30 days prior to a redemption date for the Certificates, the City shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to the Owners of the Certificates to be redeemed at the address of the Owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice.

The City reserves the right to give notice of its election or direction to redeem Certificates pursuant to an optional redemption conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption and such redemption has been rescinded shall remain Outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the City in the notice, the Certificates called for redemption shall become due and payable on the specified redemption

date, and notwithstanding that any Certificate or portion thereof has not been surrendered for payment, interest on such Certificates or portions thereof shall cease to accrue.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Certificate is transferable upon surrender of this Certificate for transfer at the designated office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Certificates of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Certificate is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Certificate is registered on the Record Date) and for all other purposes, whether or not this Certificate be overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Certificate have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, within the limits prescribed by law, sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the City.

IT IS FURTHER certified, recited and represented that the revenues to be derived from the operation of the City's utility system, after the payment of all operation and maintenance expenses thereof (the "Net Revenues"), are pledged to the payment of the principal of and interest on the Certificates in an amount not to exceed \$1,000; provided, however, that such pledge is junior and subordinate in all respects to the pledge of the Net Revenues to the payment of all outstanding obligations of the City and any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the Net Revenues, secured by a pledge of the Net Revenues that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of the Net Revenues securing the Certificates.

IN WITNESS WHEREOF, the City has caused this Certificate to be executed by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed or placed in facsimile on this Certificate.

City Secretary
City of Galveston, Texas

Mayor
City of Galveston, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
THE STATE OF TEXAS §

I HEREBY CERTIFY THAT this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this
_____.

[SEAL]

Comptroller of Public Accounts
of the State of Texas

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Certificate if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Certificate of this series of certificates of obligation was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Certificates referred to in the within-mentioned Ordinance.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.
as Paying Agent/Registrar

Dated: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee): _____

(Social Security or other identifying number: _____) the within Certificate and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By:

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(e) The Initial Certificate shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Certificate the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below" and "CUSIP NUMBER _____" deleted; and

(ii) in the first paragraph of the Certificate, the words "on the Maturity Date specified above, the sum of _____ DOLLARS" and shall be deleted and the following will be inserted: "on May 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

(Information to be inserted from schedule in Section 3.2 of the Ordinance)

(iii) the Initial Certificate shall be numbered I-1.

Section .3. CUSIP Registration.

The City may secure identification numbers through the CUSIP Global Services, which is managed on behalf of the American Bankers Association by S&P Global Market Intelligence, or

another entity that provides securities identification numbers for municipal securities, and may print such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Certificates or any errors or omissions in the printing of such number shall be of no significance or effect in regard to the legality thereof and neither the City nor Bond Counsel to the City are to be held responsible for CUSIP numbers incorrectly printed on the Certificates.

Section .4. Legal Opinion.

The approving legal opinion of Bond Counsel may be attached to or printed on the reverse side of each Certificate over the certification of the City Secretary of the City, which may be executed in facsimile.

ARTICLE VII

SALE AND DELIVERY OF CERTIFICATES; DEPOSIT OF PROCEEDS; OFFICIAL STATEMENT

Section .1. Sale of Certificates.

(a) The Certificates are hereby sold and awarded and shall be delivered to the Underwriter at the price of [\$_____] (representing the par amount of the Certificates, plus received from the sale of the Certificates in the amount of [\$_____], less an underwriting discount in the amount of [\$_____]), on the terms specified in the Purchase Agreement. The form, terms and provisions of the Purchase Agreement are hereby approved and the Mayor or Mayor Pro Tem is hereby authorized and directed to execute and deliver such Purchase Agreement. It is hereby found, determined and declared that the terms of this sale are the most advantageous reasonably available. The Certificates shall be initially registered in the name of the Underwriter or its designee.

(b) The obligation of the Underwriter to accept delivery of the Certificates is subject to the Underwriter being furnished with the final, approving opinion of Bond Counsel to the City, which opinion shall be dated and delivered the Closing Date.

Section .2. Deposit of Proceeds.

Proceeds from the sale of the Certificates shall, promptly upon receipt by the City, be applied as follows:

(a) Certificate proceeds in the amount of [\$_____] shall be used for the purposes set forth in Sections 3.1(i) and (ii).

(b) Certificate proceeds in the amount of [\$_____] shall be used to pay the costs of issuance.

(c) Certificate proceeds in the amount of [\$_____] shall be used to pay the Underwriter's Discount.

(d) Certificate proceeds in the amount of [\$ _____] will be deposited to the Debt Service Fund.

(e) Any amounts remaining after accomplishing such purposes and paying costs of issuance shall be deposited for the purposes described in subsection (a) above and to the extent not necessary for such purposes, deposited to the Debt Service Fund.

Section .3. Control and Delivery of Certificates.

(a) The Mayor of the City is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Certificates shall be made to the Underwriter under and subject to the general supervision and direction of the Mayor, against receipt by the City of all amounts due to the City under the terms of sale.

Section .4. Official Statement.

The City hereby ratifies and approves the form and content and distribution of the Preliminary Official Statement as presented to the City, and the Preliminary Official Statement is deemed final within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934. The City hereby authorizes the preparation of a final Official Statement reflecting the terms of the Purchase Agreement and other relevant information. The use of such final Official Statement by the Underwriter (with such appropriate variations as shall be approved by the Assistant City Manager or his designee and the Underwriter) is hereby approved and authorized and the proper officials of the City are authorized to sign such Official Statement and deliver a certificate pertaining to such Official Statement, if necessary.

ARTICLE VIII

PARTICULAR REPRESENTATIONS AND COVENANTS

Section .1. Payment of the Certificates.

On or before each Interest Payment Date while any of the Certificates are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Debt Service Fund, money sufficient to pay such interest on and principal of, redemption premium, if any, and interest on the Certificates as will accrue or mature on the applicable Interest Payment Date or date of prior redemption.

Section .2. Other Representations and Covenants.

(a) The City will faithfully perform, at all times, any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Certificate; the City will promptly pay or cause to be paid the principal of, redemption premium, if any, and interest on each Certificate on the dates and at the places and manner prescribed in such Certificate; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Certificates; all action on its part for the creation and issuance of the Certificates has been duly and effectively taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section .3. Provisions Concerning Federal Income Tax Exclusion.

(a) General. The City intends that the interest on the Certificates be excludable from gross income for purposes of federal income taxation pursuant to sections 103 and 141 through 150 of the Code. The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would (i) cause the interest on the Certificates to be includable in the gross income, as defined in section 61 of the Code, of the holders thereof for purposes of federal income taxation or (ii) result in the violation of or failure to satisfy any applicable provision of Section 103 and 141 through 150 of the Code. In particular, the City covenants and agrees to comply with each requirement of this Section 8.3; provided, however, that the City will not be required to comply with any particular requirement of this Section 8.3 if the City has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that (i) such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Certificates or (ii) compliance with some other requirement will satisfy the applicable requirements of the Code, in which case compliance with such other requirement specified in such Counsel's Opinion will constitute compliance with the corresponding requirement specified in this Section 8.3.

(b) No Private Use or Payment and No Private Loan Financing. The City will certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Certificates are delivered, the proceeds of the Certificates will not be used in a manner that would cause the Certificates to be "private activity bonds" within the meaning of section 141 of the Code. The City covenants and agrees that it will make such use of the proceeds of the Certificates, including interest or other investment income derived from Certificate proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Certificates will not be "private activity bonds" within the meaning of section 141 of the Code.

(c) No Federal Guaranty. The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Certificates to be "federally guaranteed" within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) Certificates Are Not Hedge Bonds. The City covenants and agrees not to take any action, or knowingly omit to take any action, and has not knowingly omitted and will not knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Certificates to be “hedge bonds” within the meaning of section 149(g) of the Code and the Regulations.

(e) No-Arbitrage Covenant. The City will certify, through an authorized officer, employee or agent that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Certificates are delivered, the proceeds of the Certificates will not be used in a manner that would cause the Certificates to be “arbitrage bonds” within the meaning of section 148(a) of the Code. Moreover, the City covenants and agrees that it will make such use of the proceeds of the Certificates including interest or other investment income derived from Certificate proceeds, regulate investments of proceeds of the Certificates, and take such other and further action as may be required so that the Certificates will not be “arbitrage bonds” within the meaning of section 148(a) of the Code.

(f) Arbitrage Rebate. If the City does not qualify for an exception to the requirements of Section 148(f) of the Code, the City will take all necessary steps to comply with the requirement that certain amounts earned by the City on the investment of the “gross proceeds” of the Certificates (within the meaning of section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the City will (i) maintain records regarding the investment of the gross proceeds of the Certificates as may be required to calculate the amount earned on the investment of the gross proceeds of the Certificates separately from records of amounts on deposit in the funds and accounts of the City allocable to other bond issues of the City or moneys do not represent gross proceeds of any Certificates of the City, (ii) calculate at such times as are required by the Regulations, the amount earned from the investment of the gross proceeds of the Certificates that is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Certificates or on such other dates as may be permitted under the Regulations, all amounts required to be rebated to the federal government. Further, the City will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Certificates that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm’s length and had the yield on the issue not been relevant to either party.

(g) Information Reporting. The City covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Certificates are issued, an information statement concerning the Certificates, all under and in accordance with section 149(e) of the Code.

(h) Record Retention. The City will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Certificates until three years after the last Certificate is redeemed, or such shorter period as authorized by subsequent guidance issued by the Department of Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such

records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the City to retrieve and reproduce such books and records in the event of an examination of the Certificates by the Internal Revenue Service.

(i) Registration. The Certificates will be issued in registered form.

(j) Deliberate Actions. The City will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Certificates to fail to meet any requirement of section 141 of the Code after the issue date of the Certificates unless an appropriate remedial action is permitted by section 1.141-12 of the Regulations, the City takes such remedial action and the City receives a Counsel's Opinion that such remedial action cures any failure to meet the requirements of section 141 of the Code and the Regulations promulgated thereunder.

(k) Continuing Obligation. Notwithstanding any other provision of this Ordinance, the City's obligations under the covenants and provisions of this Section 8.3 will survive the defeasance and discharge of the Certificates for so long as such matters are relevant to the exclusion from gross income of interest on the Certificates for federal income tax purposes.

ARTICLE IX

DISCHARGE

Section .1. Discharge.

The Certificates may be defeased, discharged or refunded in any manner now or hereafter permitted by applicable law.

ARTICLE X

CONTINUING DISCLOSURE UNDERTAKING

Section .1. Annual Reports.

(a) The City agrees to provide to the MSRB, in electronic format, accompanied by identifying information as prescribed by the MSRB, within six (6) months after the end of each fiscal year, financial information and operating data with respect to the City of the general type included in the final Official Statement under the Tables numbered 1 through 5 and 7 through 14 and in Appendix B and including financial statements of the City if audited financial statements of the City are then available, and (ii) if not provided as part such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in the rules to the financial statements for the most recently concluded Fiscal Year, or such other accounting principles as the City may be required to employ, from time to time, by State law or regulation, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the

City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such financial statements becomes available.

(b) If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific referenced to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section .2. Event Notices.

(a) The City shall provide the following to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the following events with respect to the Certificates:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of Certificates, or other material events affecting the tax status of the Certificates;
- (7) Modifications to rights of the holders of the Certificates, if material;
- (8) Certificate calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the City;

Note to paragraph 12: For the purposes of the event identified in paragraph 12 of this section, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) Appointment of successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material.

(b) The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 10.1 of this Ordinance by the time required by such Section.

Section .3. Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any redemption calls and any defeasances that cause the City to be no longer an “obligated person.”

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall constitute a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (B) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Certificates. The provisions of this Article may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent the underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 10.1 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE XI

MISCELLANEOUS

Section .1. Changes to Ordinance.

Bond Counsel is hereby authorized to make any changes to the terms of this Ordinance if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Certificates by the Attorney General of Texas.

Section .2. Partial Invalidity.

If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section .3. Repealer.

All ordinances or resolutions, or parts thereof, heretofore adopted by the City and inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section .4. Individuals Not Liable.

No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any member of City Council or agent or employee of City Council or of the City in his or her individual capacity and neither the members of City Council nor any officer thereof, nor any agent or employee of City Council or of the City, shall be liable personally on the Certificates, or be subject to any personal liability or accountability by reason of the issuance thereof.

Section .5. Related Matters.

In order that the City shall satisfy in a timely manner all of its obligations under this Ordinance and the Paying Agent/Registrar Agreement, the Mayor, the City Attorney, the City's Director of Finance, the City Secretary, the City Controller, and the Deputy City Controller, the Authorized Representative, and all other appropriate officers and agents of the City are hereby authorized and directed to take all other actions that are reasonably necessary and/or convenient to carry out the terms of this Ordinance and to provide for issuance and delivery of the Certificates, including, without limitation, executing by manual or facsimile signature and delivering on behalf of the City those certificates, consents, receipts, requests, notices, investment agreements, and other documents as may be reasonably necessary to satisfy the City's obligations under the Paying Agent/Registrar Agreement and this Ordinance and to direct the transfer and application of funds of the City consistent with the provisions of such agreement and this Ordinance. In order to obtain the approval of the Certificates by the Attorney General, the City Attorney is hereby authorized to make such changes in the written text of this Ordinance as he determines are consistent with the intent and purposes of this Ordinance, which determination shall be final. Such changes shall be included in the transcript of proceedings relating to the Certificates and provided to the City Secretary, and the City Secretary is hereby directed to make such changes part of the City's permanent records.

Section .6. Force and Effect.

This Ordinance shall be in full force and effect from and after its final passage, and it is so ordained.

Section .7. Publication of Ordinance.

It is hereby officially found, determined and declared that in accordance with the provisions of Sections 12 and 13 of Article II of the City Charter, this Ordinance has been publically available in the office of the City Secretary for not less than 72 hours prior to its adoption and may be read and published by descriptive caption only.

[Signature Page Follows]

PASSED, APPROVED, AND EFFECTIVE this 24th day of January, 2019.

Mayor
City of Galveston, Texas

ATTEST:

City Secretary
City of Galveston, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Galveston, Texas

Signature Page to Ordinance No. 19-_____

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

I, the undersigned officer of the City Council of the City of Galveston, Texas, hereby certify as follows:

1. The City Council of the City of Galveston, Texas, convened in a regular meeting on the 24th day of January, 2019, at the regular meeting place thereof, within said City, and the roll was called of the duly constituted officers and members of said City Council, to wit:

James D. Yarbrough	Mayor
Amy Carmen Bly	Council Member, District 1
Craig Brown	Council Member, District 2
David Collins	Council Member, District 3
Jason Hardcastle	Council Member, District 4
John Paul Listowski	Council Member, District 5
Jackie Cole	Council Member, District 6

and all of said persons were present, except the following absentee(s): _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

ORDINANCE NO. 19-_____

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF GALVESTON, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019; PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AGREEMENT AND A PAYING AGENT/REGISTRAR AGREEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

was duly introduced for the consideration of said City Council and read in full. It was then duly moved and seconded that said ordinance be adopted; and, after due discussion, said motion, carrying with it the adoption of said ordinance, prevailed and carried by the following vote:

_____ Member(s) of City Council shown present above voted "Aye."

_____ Member(s) of City Council shown present above voted "No."

2. A true, full and correct copy of the aforesaid ordinance adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said ordinance has been duly recorded in said City Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said meeting pertaining to the adoption of said ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said ordinance would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED this 24th day of January, 2019.

[SEAL]

City Secretary
City of Galveston, Texas

Galveston, Texas

New Issue Report

Ratings

Long-Term Issuer Default Rating	AA
---------------------------------	----

New Issue

\$31,610,000 Combination Tax and Revenue Certificates of Obligation, Series 2019	AA
--	----

Outstanding Debt

General Obligation Bonds	AA
Public Improvement Bonds	AA
Combination Tax and Revenue Certificates of Obligation	AA
Hotel Occupancy Tax Revenue Refunding Bonds	AA

Rating Outlook

Stable

New Issue Summary

Sale Date: Week of Jan. 21 via negotiation.**Series:** \$31,610,000 Combination Tax and Revenue Certificates of Obligation, Series 2019.**Purpose:** Utility system improvements.**Security:** Annual property tax levy limited to \$0.70 per \$100 of taxable assessed valuation (TAV), and a limited pledge of utility system revenues.

Analytical Conclusion

The 'AA' Issuer Default Rating (IDR) and rating on the GOs, COs and PIBs reflect the city's healthy operating cushion, solid expenditure flexibility and moderate long-term liability burden. The 'AA' rating on the hotel occupancy tax (HOT) bonds reflects strong pledged revenue growth prospects and a sound resilience cushion, as well as a high concentration of top taxpayers and the possibility of additional leveraging.

Economic Resource Base: The city of Galveston is located on Galveston Island, approximately 45 miles southeast of Houston. With a 2017 population of approximately 50,000, the city is the seat of Galveston County (rated AA+/Stable by Fitch Ratings). The local economy is dominated by tourism, healthcare and maritime industries.

Key Rating Drivers

Revenue Framework: 'aaa'

The assessment is based on the city's ample independent legal ability to raise operating revenues without external approval and solid revenue growth prospects.

Expenditure Framework: 'aa'

Fitch expects Galveston's natural pace of spending to grow in line with revenues, with expenditure flexibility derived from the city's discretion with respect to staffing and workforce costs. Fitch expects carrying costs to remain moderate despite recent public safety pension contribution increases.

Long-Term Liability Burden: 'aa'

Galveston's long-term liabilities are a moderate burden on the resource base and expected to remain so through the issuance of the 2017 bond program.

Operating Performance: 'aaa'

Fitch expects Galveston to demonstrate strong financial resilience during a moderate economic downturn. The city's budget management has been characterized recently by public safety pension contributions below actuarially determined levels, but recent reforms to the firefighter plan and expected reforms to the police plan should satisfactorily address this issue.

Revenue Growth Prospects:

The revenues that back the outstanding HOT bonds are economically sensitive and expected to register strong growth over the near term, given recent performance and continued healthy economic prospects for both the city and regional economies.

Sensitivity and Resilience:

The pledged revenues generate a sufficiently strong debt service cushion to handily withstand a moderate economic decline scenario.

Analysts

Steve Murray
+1 512 215-3729
steve.murray@fitchratings.com

Rebecca Moses
+1 512 215-3739
rebecca.moses@fitchratings.com

Rating History (IDR)

Rating	Action	Outlook/ Watch	Date
AA	Affirmed	Stable	1/18/19
AA	Affirmed	Stable	6/16/17
AA	Upgraded	Stable	1/12/17
AA-	Affirmed	Positive	1/5/16
AA-	Assigned	Stable	10/2/12

Rating Sensitivities

Pension Reform and Expenditure Flexibility: The 'AA' IDR and bond rating are sensitive to timely resolution of the city's remaining pension reform efforts (to the police plan), and to any loss of expenditure flexibility due to increased contributions to the two public safety plans.

Coverage Cushion: The 'AA' rating on the HOT bonds is sensitive to maintenance of a strong resilience cushion.

Credit Profile

Galveston benefits from its participation in the diversified and growing Houston-area economy, with the city's local economy centered in the tourism, healthcare and maritime industries. The Port of Galveston is home to four, year-round, home-ported cruise ships, contributing to the port's ranking as the nation's fourth busiest by embarkations. Passenger embarkations are expected to exceed one million for the first time in 2018, and planned pier redevelopment will expand cruise ship volume in the coming years. In addition, ongoing beachfront and other commercial improvements (e.g. hotel and motel construction) further contribute to the growing tourism trade. The University of Texas Medical Branch (UTMB) anchors the city's health and education service sector, and serves as a teaching hospital and hub for medical research.

The Port of Galveston and nearby Pelican Island support expanding industrial operations, cargo transportation and petroleum support services. Recent and near-term infrastructure improvements, including plans for a new bridge to Pelican Island, bode well for growth in the island's maritime and industrial sectors.

Revenue Framework

The city's diverse general fund revenue stream consists of property taxes (47% of fiscal 2017 revenues), sales taxes (30%), franchise and other taxes (13%), charges for services, and fees. Other dedicated funding sources, such as the city's hotel occupancy taxes, provide additional funds to mitigate operating and capital pressure on the general and debt service funds. The city's ad valorem tax base performed well during the last recession, as rebuilding subsequent to the devastation of Hurricane Ike in September 2008 offset the recession's impact on the local housing market. Sales tax revenues also fared well during the economic downturn, with just a single year of revenue decline associated with the aftermath of Hurricane Ike.

The city's general fund revenues realized a compound annual growth rate (adjusted for tax rate changes) of 2.2% for the 10 years ended Sept. 30, 2017, a rate below that of U.S. GDP over the same period but better than inflation. This result was materially affected by the 10% drop in fiscal 2010 revenues as the city continued to contend with the financial repercussions of Hurricane Ike. Fitch believes that development underway and planned in Galveston will support and likely strengthen ongoing solid revenue growth, while acknowledging the inherent risk to periodic hurricanes that can disrupt economic activity and revenue trends.

Galveston's fiscal 2019 total ad valorem tax rate of \$0.561 per \$100 of TAV provides ample capacity below the city charter tax rate cap of \$0.70. If a proposed tax rate results in an 8% year-over-year levy increase (based on the prior year's values), the rate increase may be subject to election if petitioned by voters.

Related Research

Fitch Rates \$31.6MM Galveston, TX's COs 'AA'; Outlook Stable (January 2019)

Related Criteria

U.S. Public Finance Tax-Supported Rating Criteria (April 2018)

Expenditure Framework

The city's operating cost structure is focused on public safety (62% of fiscal 2017 general fund spending), and the annual budget includes a charter-designated amount for infrastructure capital spending and/or debt service support.

Fitch expects the city's natural pace of spending to be generally in line with expected solid revenue growth. Additional service demands from a moderately expanding population should be manageable.

Solid expenditure flexibility is supported by the city's ability to manage workforce costs as demonstrated through the revenue downturn associated with Hurricane Ike. Carrying costs consumed a moderate 11% of the city's fiscal 2017 governmental spending, reflecting in part a large amount of self-supporting debt. Carrying costs will be trending higher due to increased contributions to the city's three employee pension plans, but should remain in the moderate range. Current debt issuance plans appear manageable.

Long-Term Liability Burden

Galveston's long-term liabilities (overall debt and adjusted net pension liability [NPL]) are moderate at just under 15% of estimated personal income. Fitch expects the city's long-term liabilities to remain moderate through the issuance of city's five-year capital plan, which includes the remaining \$37 million in 2017 GO authorization to support the city's street and traffic improvement projects. Proceeds from this CO sale will finance improvements to the city's waterworks and sewer system, and are to be repaid with system revenues.

The city sponsors three single-employer defined benefit pension plans: the Employees' Retirement Plan for City Employees (ERP), the Employees Retirement Plan for Police (PRP) and the Firefighters' Pension Plan (GPFP). Under GASB 67 and 68, the city reported an aggregate NPL of \$60 million, with fiduciary assets covering 63% of total pension liabilities. The Fitch adjusted NPL, estimated for an assumed investment return of 6% compared to the plans' higher assumptions, is \$109 million with assets covering only 48% of total liabilities.

Total contributions to all three plans had fallen short of actuarially determined amounts in recent years. The city began making the full actuarially determined contribution to the ERP in fiscal 2016, and management and the GPFP board recently agreed to a set of plan reforms and contribution increases for the firefighter plan that has reduced a previously infinite amortization period to roughly 25 years. City contributions to the GPFP increased from 14% of pay to 17%, and employee contributions increased from 16% to 18%. Negotiations continue between the city and the PRP board regarding reforms and contributions levels; the city increased its contribution to the PRP, which is the smallest of the three plans by total liability, in mid-2018 from 12.83% to 14.83%.

Operating Performance

Fitch expects Galveston to maintain a high level of financial flexibility during a moderate economic downturn based on its high independent revenue-raising capacity, solid expenditure flexibility and healthy reserve position. For details, see Scenario Analysis, page 6.

Galveston budgets conservatively, restores its financial cushion during times of economic recovery, and maintains an infrastructure and debt service set aside fund to address repair and replacement needs. General fund transfers to the infrastructure and debt service fund are scheduled for 7% of the general fund budget in fiscal 2019, reaching the maximum contribution level of 8% of budget in fiscal 2020. As stated above, the city has restored full actuarially

determined contributions to the ERP and recently agreed to a significant reform plan for the GPPF; negotiations continue on possible PRP reforms.

The city reported a \$2.9 general fund deficit after transfers in fiscal 2017. Operations for the year were essentially balanced; the drop in fund balance was due primarily to a \$2.3 million transfer out to a special pension reform fund (moneys originally from the closure of a tax increment reinvestment zone). Reserves remained sound -- the unrestricted general fund balance at year-end totaled \$17.7 million, or more than 32% of spending. Management anticipates a nearly \$2 million surplus after transfers and increase in general fund reserves for fiscal 2018, the result of both revenues and expenditures outperforming budget.

Fiscal 2019 results will be affected by a recent court decision that requires the city to pay a contracting firm \$13.5 million in damages; the firm had been engaged to oversee post-like federal housing recovery work in the city but was later fired; the firm subsequently sued the city. A portion of the payment will come from the general fund; management currently anticipates an ending fund balance of roughly \$14 million, which would still be consistent with an 'aaa' financial resilience assessment.

Dedicated Tax Analysis

The city imposes a HOT at a rate equal to 2%, less costs of collection as pledged to the payment of the series 2012A bonds (under Chapter 351 of the local government code - the net city Hot proceeds). The city imposes a HOT pursuant to Chapter 334 of the local code at a rate of 2%, less costs of collection applicable to series 2012B bonds (net venue HOT proceeds).

Total HOT revenues (the city collects a 9% total HOT) amounted to \$16.67 million in fiscal 2017, up roughly 9% from the prior year. Preliminary fiscal 2018 revenues total \$18.7 million, a 12% gain from fiscal 2017. HOT collections realized a CAGR of 5.4% for the 10 years ended Sept. 30, 2017, and fiscal 2017 pledged revenues for each series cover maximum annual debt service (MADS) a strong 3.4x. The top 10 taxpayers represented a sizable 44% of total fiscal 2017 collections (\$7.35 million out of the \$16.67 million total). The pledged revenues meet the requirements set out in Fitch criteria for treatment as "pledged special revenues" under section 902(2)(B) of the U.S. bankruptcy code. Fitch treats the debt as insulated from the operating risk of the city. Therefore, the rating on the HOT bonds is distinct from the entity's IDR.

Revenue Stream Sensitivity

To evaluate the sensitivity of the dedicated revenue stream to cyclical decline, Fitch considers both a revenue sensitivity scenario (using a 1% decline in national GDP scenario) and the largest decline in revenues over the period covered by the revenue sensitivity analysis. Based on the city's HOT revenue history, Fitch's analytical sensitivity tool (FAST) generates a 5% scenario decline in pledged revenues. A 21% drop in revenues during 2009 represents the largest cumulative decline and was the result of Hurricane Ike in 2008.

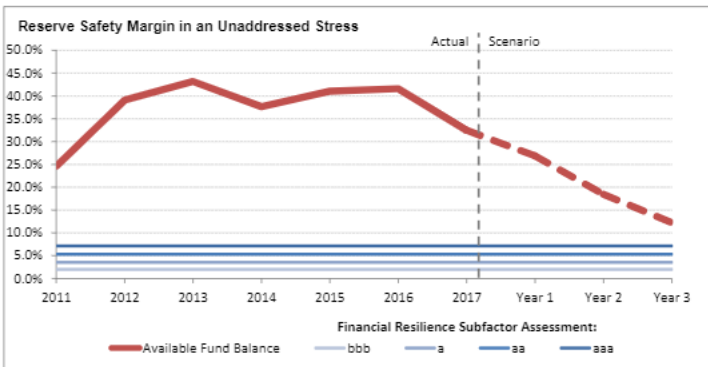
Assuming issuance to 3.25x MADS coverage (the lowest annual coverage since 2012), debt service would be covered with a nearly 70% revenue decline, 14.0x the scenario results and 3.2x the largest actual revenue decline. This level of resilience is consistent with an 'aaa' assessment and contributes to the 'AA' rating, which also incorporates the elevated taxpayer concentration as well as the possibility of additional leveraging (the five-year CIP currently contains no additional HOT debt). Assuming issuance up to the 1.5x ABT, well below actual current coverage and Fitch's expectation of possible additional leveraging, debt service for each series would be covered with a 33% drop in revenues, 6.6x the scenario results and 1.5x the largest actual revenue decline in the review period.

Asymmetric Additional Risk Considerations

The top HOT taxpayer concentration represents an asymmetric risk.

Galveston (TX)

Scenario Analysis



Analyst Interpretation of Scenario Results:

Fitch expects Galveston to maintain a high level of financial flexibility during a moderate economic downturn based on its high independent revenue-raising capacity, solid expenditure flexibility and healthy reserve position. Galveston has demonstrated its willingness to cut expenditures in order to maintain a sound financial position. Fitch expects the city to maintain a healthy financial cushion consistent with its 90-day policy goal, comfortably above the minimum reserved safety margin associated with an 'aaa' financial resilience assessment.

Scenario Parameters:

	Year 1	Year 2	Year 3
GDP Assumption (% Change)	(1.0%)	0.5%	2.0%
Expenditure Assumption (% Change)	2.0%	2.0%	2.0%
Revenue Output (% Change)	(3.6%)	0.4%	4.3%
Inherent Budget Flexibility	Superior		

Revenues, Expenditures, and Fund Balance	Actuals							Scenario Output		
	2011	2012	2013	2014	2015	2016	2017	Year 1	Year 2	Year 3
Total Revenues	40,085	42,607	43,315	45,305	45,664	50,800	50,944	49,131	49,309	51,421
% Change in Revenues	-	6.3%	1.7%	4.6%	0.8%	11.2%	0.3%	(3.6%)	0.4%	4.3%
Total Expenditures	41,917	41,574	42,344	44,687	43,257	45,814	48,539	49,510	50,500	51,510
% Change in Expenditures	-	(0.8%)	1.9%	5.5%	(3.2%)	5.9%	5.9%	2.0%	2.0%	2.0%
Transfers In and Other Sources	749	5,610	1,103	1,761	872	675	736	710	713	743
Transfers Out and Other Uses	182	307	115	1,230	1,988	3,659	6,013	3,737	3,812	3,888
Net Transfers	567	5,303	988	531	(1,116)	(2,984)	(5,277)	(3,027)	(3,099)	(3,145)
Bond Proceeds and Other One-Time Uses	-	-	-	-	-	-	-	-	-	-
Net Operating Surplus(+)/Deficit(-) After Transfers	(1,265)	6,336	1,959	1,149	1,291	2,002	(2,872)	(3,406)	(4,290)	(3,235)
Net Operating Surplus(+)/Deficit(-) (% of Expend. and Transfers Out)	(3.0%)	15.1%	4.6%	2.5%	2.9%	4.0%	(5.3%)	(6.4%)	(7.9%)	(5.8%)
Unrestricted/Unreserved Fund Balance (General Fund)	10,354	16,365	18,326	17,281	18,565	20,571	17,708	14,302	10,011	6,777
Other Available Funds (GF + Non-GF)	-	-	-	-	-	-	-	-	-	-
Combined Available Funds Balance (GF + Other Available Funds)	10,354	16,365	18,326	17,281	18,565	20,571	17,708	14,302	10,011	6,777
Combined Available Fund Bal. (% of Expend. and Transfers Out)	24.6%	39.1%	43.2%	37.6%	41.0%	41.6%	32.5%	26.9%	18.4%	12.2%
Reserve Safety Margins	Inherent Budget Flexibility									
	Minimal		Limited	Midrange		High		Superior		
Reserve Safety Margin (aaa)	56.9%		28.5%	17.8%		10.7%		7.1%		
Reserve Safety Margin (aa)	42.7%		21.3%	14.2%		8.9%		5.3%		
Reserve Safety Margin (a)	28.5%		14.2%	8.9%		5.3%		3.6%		
Reserve Safety Margin (bbb)	10.7%		7.1%	5.3%		3.6%		2.0%		

Notes: Scenario analysis represents an unaddressed stress on issuer finances. Fitch's downturn scenario assumes a -1.0% GDP decline in the first year, followed by 0.5% and 2.0% GDP growth in Years 2 and 3, respectively. Expenditures are assumed to grow at a 2.0% rate of inflation. Inherent budget flexibility is the analyst's assessment of the issuer's ability to deal with fiscal stress through tax and spending policy choices, and determines the multiples used to calculate the reserve safety margin. For further details, please see Fitch's US Tax-Supported Rating Criteria.

The ratings above were solicited and assigned or maintained at the request of the rated entity/issuer or a related third party. Any exceptions follow below.

ALL FITCH CREDIT RATINGS ARE SUBJECT TO CERTAIN LIMITATIONS AND DISCLAIMERS PLEASE READ THESE LIMITATIONS AND DISCLAIMERS BY FOLLOWING THIS LINK: [HTTPS://FITCHRATINGS.COM/UNDERSTANDINGCREDITRATINGS](https://fitchratings.com/understandingcreditratings). IN ADDITION, RATING DEFINITIONS AND THE TERMS OF USE OF SUCH RATINGS ARE AVAILABLE ON THE AGENCY'S PUBLIC WEBSITE AT WWW.FITCHRATINGS.COM. PUBLISHED RATINGS, CRITERIA, AND METHODOLOGIES ARE AVAILABLE FROM THIS SITE AT ALL TIMES. FITCH'S CODE OF CONDUCT, CONFIDENTIALITY, CONFLICTS OF INTEREST, AFFILIATE FIREWALL, COMPLIANCE, AND OTHER RELEVANT POLICIES AND PROCEDURES ARE ALSO AVAILABLE FROM THE CODE OF CONDUCT SECTION OF THIS SITE. FITCH MAY HAVE PROVIDED ANOTHER PERMISSIBLE SERVICE TO THE RATED ENTITY OR ITS RELATED THIRD PARTIES. DETAILS OF THIS SERVICE FOR RATINGS FOR WHICH THE LEAD ANALYST IS BASED IN AN EU-REGISTERED ENTITY CAN BE FOUND ON THE ENTITY SUMMARY PAGE FOR THIS ISSUER ON THE FITCH WEBSITE.

Copyright © 2019 by Fitch Ratings, Inc., Fitch Ratings Ltd. and its subsidiaries. 33 Whitehall Street, NY, NY 10004. Telephone: 1-800-753-4824, (212) 908-0500. Fax: (212) 480-4435. Reproduction or retransmission in whole or in part is prohibited except by permission. All rights reserved. In issuing and maintaining its ratings and in making other reports (including forecast information), Fitch relies on factual information it receives from issuers and underwriters and from other sources Fitch believes to be credible. Fitch conducts a reasonable investigation of the factual information relied upon by it in accordance with its ratings methodology, and obtains reasonable verification of that information from independent sources, to the extent such sources are available for a given security or in a given jurisdiction. The manner of Fitch's factual investigation and the scope of the third-party verification it obtains will vary depending on the nature of the rated security and its issuer, the requirements and practices in the jurisdiction in which the rated security is offered and sold and/or the issuer is located, the availability and nature of relevant public information, access to the management of the issuer and its advisers, the availability of pre-existing third-party verifications such as audit reports, agreed-upon procedures letters, appraisals, actuarial reports, engineering reports, legal opinions and other reports provided by third parties, the availability of independent and competent third-party verification sources with respect to the particular security or in the particular jurisdiction of the issuer, and a variety of other factors. Users of Fitch's ratings and reports should understand that neither an enhanced factual investigation nor any third-party verification can ensure that all of the information Fitch relies on in connection with a rating or a report will be accurate and complete. Ultimately, the issuer and its advisers are responsible for the accuracy of the information they provide to Fitch and to the market in offering documents and other reports. In issuing its ratings and its reports, Fitch must rely on the work of experts, including independent auditors with respect to financial statements and attorneys with respect to legal and tax matters. Further, ratings and forecasts of financial and other information are inherently forward-looking and embody assumptions and predictions about future events that by their nature cannot be verified as facts. As a result, despite any verification of current facts, ratings and forecasts can be affected by future events or conditions that were not anticipated at the time a rating or forecast was issued or affirmed.

The information in this report is provided "as is" without any representation or warranty of any kind, and Fitch does not represent or warrant that the report or any of its contents will meet any of the requirements of a recipient of the report. A Fitch rating is an opinion as to the creditworthiness of a security. This opinion and reports made by Fitch are based on established criteria and methodologies that Fitch is continuously evaluating and updating. Therefore, ratings and reports are the collective work product of Fitch and no individual, or group of individuals, is solely responsible for a rating or a report. The rating does not address the risk of loss due to risks other than credit risk, unless such risk is specifically mentioned. Fitch is not engaged in the offer or sale of any security. All Fitch reports have shared authorship. Individuals identified in a Fitch report were involved in, but are not solely responsible for, the opinions stated therein. The individuals are named for contact purposes only. A report providing a Fitch rating is neither a prospectus nor a substitute for the information assembled, verified and presented to investors by the issuer and its agents in connection with the sale of the securities. Ratings may be changed or withdrawn at any time for any reason in the sole discretion of Fitch. Fitch does not provide investment advice of any sort. Ratings are not a recommendation to buy, sell, or hold any security. Ratings do not comment on the adequacy of market price, the suitability of any security for a particular investor, or the tax-exempt nature or taxability of payments made in respect to any security. Fitch receives fees from issuers, insurers, guarantors, other obligors, and underwriters for rating securities. Such fees generally vary from US\$1,000 to US\$750,000 (or the applicable currency equivalent) per issue. In certain cases, Fitch will rate all or a number of issues issued by a particular issuer, or insured or guaranteed by a particular insurer or guarantor, for a single annual fee. Such fees are expected to vary from US\$10,000 to US\$1,500,000 (or the applicable currency equivalent). The assignment, publication, or dissemination of a rating by Fitch shall not constitute a consent by Fitch to use its name as an expert in connection with any registration statement filed under the United States securities laws, the Financial Services and Markets Act of 2000 of the United Kingdom, or the securities laws of any particular jurisdiction. Due to the relative efficiency of electronic publishing and distribution, Fitch research may be available to electronic subscribers up to three days earlier than to print subscribers.

For Australia, New Zealand, Taiwan and South Korea only: Fitch Australia Pty Ltd holds an Australian financial services license (AFS license no. 337123) which authorizes it to provide credit ratings to wholesale clients only. Credit ratings information published by Fitch is not intended to be used by persons who are retail clients within the meaning of the Corporations Act 2001.

CREDIT OPINION

18 January 2019



Contacts

Nathan Phelps +1.214.979.6853
Analyst
 nathan.phelps@moody's.com

Denise Rappmund +1.214.979.6865
VP-Senior Analyst
 denise.rappmund@moody's.com

CLIENT SERVICES

Americas 1-212-553-1653
 Asia Pacific 852-3551-3077
 Japan 81-3-5408-4100
 EMEA 44-20-7772-5454

Galveston (City of) TX

Update to credit analysis

Summary

The City of Galveston's credit profile is anchored by a large and steadily improving tax base, reflecting strong demand in the local area for residential and commercial property. The credit profile also benefits from strong management, including conservative budgeting, which has resulted in satisfactory reserve levels. The debt burden is manageable given the significant utility system support of annual general obligation limited tax debt service. The credit profile is challenged by above average pension liabilities, from a history of annual contributions falling below actuarially determined amounts, and its susceptibility to property damages from natural disasters.

Credit strengths

- » Resolution of lawsuit without a significant decrease of reserves
- » Strong management, including formal financial policies and multiyear planning and forecasting
- » Large and steadily increasing tax base
- » Significant utility system support of annual GOLT debt service
- » Ample legal taxing margin

Credit challenges

- » Vulnerability to natural disasters tempered by long term capital planning to mitigate risks
- » Above average pension liabilities
- » Reliance on economically sensitive sales tax revenues and tourism
- » Below average resident income indices
- » Additional borrowing expected throughout the next few years

Rating outlook

The stable outlook reflects our expectation that the city's tax base will continue to exhibit moderate growth, reserves will remain in line with management's estimates at fiscal year-end 2019 and adequate compared to peers, and the combined water and sewer system will continue supporting annual GOLT debt service resulting in a steady debt profile. The outlook also considers the expectation that the city will be able to accomplish reform of the police

employees' retirement plan during the current legislative session, moderating the unfunded pension liability.

Factors that could lead to an upgrade

- » Substantial increase of reserves and liquidity
- » Material taxable valuation growth coupled with significantly stronger income indices
- » Moderation of the pension burden

Factors that could lead to a downgrade

- » Substantial erosion of reserves or liquidity from a material increase in the amount of the legal settlement funded with general fund reserves or trend of deficit financial operations
- » Increased net pension liabilities
- » Increased debt burden, including a reduction of utility system support of GOLT debt service or additional borrowing without corresponding growth of taxable valuation
- » Material contraction of the tax base

Key indicators

Exhibit 1

Galveston (City of) TX	2013	2014	2015	2016	2017
Economy/Tax Base					
Total Full Value (\$000)	\$4,335,675	\$4,558,201	\$4,777,543	\$5,261,436	\$5,723,908
Population	48,178	48,513	48,971	49,443	50,550
Full Value Per Capita	\$89,993	\$93,958	\$97,559	\$106,414	\$113,233
Median Family Income (% of USMedian)	79.7%	78.7%	78.4%	79.7%	79.7%
Finances					
Operating Revenue (\$000)	\$53,780	\$51,895	\$52,360	\$57,803	\$57,681
Fund Balance (\$000)	\$24,883	\$23,916	\$23,954	\$24,825	\$22,116
Cash Balance (\$000)	\$23,480	\$25,816	\$16,430	\$22,814	\$15,823
Fund Balance as a % of Revenues	46.3%	46.1%	45.7%	42.9%	38.3%
Cash Balance as a % of Revenues	43.7%	49.7%	31.4%	39.5%	27.4%
Debt/Pensions					
Net Direct Debt (\$000)	\$39,651	\$42,071	\$29,609	\$41,079	\$43,121
3-Year Average of Moody's ANPL (\$000)	\$113,491	\$127,579	\$136,576	\$136,450	\$140,353
Net Direct Debt / Full Value (%)	0.9%	0.9%	0.6%	0.8%	0.8%
Net Direct Debt / Operating Revenues (x)	0.7x	0.8x	0.6x	0.7x	0.7x
Moody's - adjusted Net Pension Liability (3-yr average) to Full Value (%)	2.6%	2.8%	2.9%	2.6%	2.5%
Moody's - adjusted Net Pension Liability (3-yr average) to Revenues (x)	2.1x	2.5x	2.6x	2.4x	2.4x

Source: Moody's Investors Service; Galveston, TX's audited financial statements (FYs 2013-2017)

Profile

The City of Galveston occupies the 32 mile long Galveston Island, situated two miles off the coast of the Gulf of Mexico, and is the county seat of [Galveston County](#) (Aaa stable). The city is located roughly 50 miles southeast of [Houston](#) (Aa3 stable) along Interstate

This publication does not announce a credit rating action. For any credit ratings referenced in this publication, please see the ratings tab on the issuer/entity page on www.moody's.com for the most updated credit rating action information and rating history.

45 and is a tourism, retail, recreational, and shipping center. As of 2016 the city had approximately 49,443 residents, up 3.6% since the 2010 census; 2017 US Census estimates indicate a population of 50,497.

Detailed credit considerations

Economy and tax base: large, growing tax base located along the Gulf of Mexico

The city's large tax base will continue to grow over the next few years from continued residential and commercial development. The local economy is driven by tourism, health care, and education. The city's tourism economy has grown significantly over the seven year period, surpassing 7 million visitors in 2017. As of 2016, the city had over 5,800 seasonal homes. The city's coastal location makes it susceptible to hurricanes. In 2008, the city suffered significant damage from Hurricane Ike resulting in a sharp 14.9% decline in the tax base in fiscal 2010. Most recently, in 2017, the city experienced minimal property damage from Hurricane Harvey. The city's long range capital plans include projects targeted to mitigate and fortify its beaches. Additionally, the city is working with the US Army Corps of Engineers on improvements to the sea wall. Net taxable valuation has grown an average 6.8% annually over the last five years to \$6.3 billion in fiscal 2019 from new residential and commercial development, as well as market appreciation of existing property. Assessed values consist primarily of single-family homes (73.4% of fiscal 2018 AV), commercial and industrial facilities (10.4%), and tangible business property (5.2%). Taxpayer concentration is modest, as the ten largest property taxpayers account for a small 3.7% of 2019 valuation. Major employers in the city include the University of Texas Medical Branch (8,200 employees) and Landry's Seafood Restaurants Inc. (2,800).

Resident income levels are below average with median family income equivalent to 79.7% of the US. However, this number is depressed by significant seasonal employment and the city's university population. The city's September 2018 unemployment rate of 4.4% was higher than the state (3.7%) and nation (3.6%) for the same period, which is in line with historical trends. Although unemployment is above the state and nation, the size of the labor force and the number of employed residents continues to increase, indicating growth in the market.

Financial operations and reserves: satisfactory reserve levels expected at year-end 2019

Funding of a legal settlement is expected to reduce the city's reserves at fiscal year-end 2019 (September 30), but they are expected to remain satisfactory for the peer group. In fiscal 2016, the city closed a tax increment reinvestment zone (TIRZ), resulting in one-time revenue of \$2.3 million which increased the city's available general fund balance to \$20.6 million at year-end, representing a favorable 40% of revenues. In fiscal 2017, the city transferred the one-time revenues from the TIRZ closure to a pension reform fund, which subsequently funded \$1 million of increased contributions to the firefighters' pension plan in fiscal 2018, and is available to fund future actuarial reviews and audits of the police employees' and firefighters' pension plans as part of the city's work to identify and implement meaningful pension reforms. At year-end 2017, the city's available general fund balance totaled \$17.7 million (compared to \$18.6 million at year-end 2015), and represented a still strong 34% of general fund revenues. The available balance in the operating fund (general and debt service funds) decreased by \$3 million, reflecting the transfer to the pension reform fund, to \$22.1 million, reflecting a still healthy 38.5% of operating fund revenues.

The city's primary funding sources are property tax (44.5% of fiscal 2017 operating revenues) and sales tax (29.4%). Over the last seven years of audited financial information, the city has drawn on general fund reserves twice (fiscal 2011 to fund cleanup and recovery expenses after Hurricane Ike and fiscal 2017 from transferring a portion of the prior year surplus to a pension reform fund). Given the city's exposure to economically volatile revenues, the ability to post consecutive surpluses demonstrates strong budgetary management.

Formal policy requires the city to maintain a minimum general fund balance equal to 25% of annual expenditures (90 days). Additionally, the city's charter requires an annual allocation equal to 1% of total general fund revenues to a separate infrastructure and debt service fund and will until the cumulative allocation equals at least 8% of total general fund revenues. In fiscal 2019, the allocation equaled 7% of general fund revenues will reach 8% in fiscal 2020. At year-end 2017, the infrastructure and debt service fund balance totaled \$4.4 million.

Unaudited fiscal 2018 results indicate a \$2 million increase of total general fund reserves to \$19.6 million at year-end (36% of estimated general fund revenues) from favorable revenue and expenditure variances, including \$1 million of deferred vehicle purchases and \$1 million of departmental budget underruns. Including the debt service fund, the city's available operating fund balance is

estimated at \$21.2 million (33.6% of operating fund revenues). The adopted 2019 budget is balanced, but on December 31, 2018, the city agreed to pay \$13.5 million to settle an outstanding lawsuit. The general fund supported roughly \$4 million of the total settlement amount; other funding sources include a capital reserve fund and insurance funds. If realized, the general fund balance would decrease to \$15.5 million, which is a considerably smaller, yet satisfactory, 27% of budgeted general fund revenues.

LIQUIDITY

The city's reserves are liquid with cash balances slightly below overall fund balance. At fiscal year-end 2017, the general fund reported \$9.7 million of unrestricted cash and investments, reflecting an adequate 18.7% of revenues. Liquidity in the operating fund (general and debt service funds) totaled \$15.8 million at year-end 2017, representing an adequate 27.4% of operating fund revenues.

Debt and pensions: manageable debt burden; above average pension liabilities

The city's debt burden will remain manageable despite future issuance plans given the water and sewer systems' significant and consistent support of annual general obligation limited tax (GOLT) debt service. Including the Series 2019 obligations, the city has \$124 million of total debt outstanding, representing 2% of 2019 full valuation. Historically, the city's water and sewer systems' (A1 stable) support 75% of annual GOLT debt service. After adjusting for utility system support, the net direct debt burden decreases to a low 0.6%. The city has \$39.4 million of authorized unissued GOLT debt and anticipates issuing \$20 million in late 2019.

DEBT STRUCTURE

All of the city's debt is fixed rate and amortizes over the long term. Payout is below average with 38% of principal retired in ten years. The district's estimated maximum tax levy of \$90.4 million provides an ample 651% of maximum annual debt service (MADS; \$12.2 million) on its outstanding general obligation limited tax (GOLT) bonds.

DEBT-RELATED DERIVATIVES

The city is not party to any interest rate swaps or other derivative agreements.

PENSIONS AND OPEB

Galveston's pension liabilities are above average based on the unfunded liabilities of three single employer pension plans (employees' retirement plan for city employees, employees' retirement plan for police, and the firefighters' pension fund). The city's fiscal 2017 adjusted net pension liability (ANPL), under our methodology for adjusting pension data, is \$145.4 million, or an above median 2.5 times operating revenues. The police employees' plan accounts for 39% of the 2017 ANPL. The three-year average ANPL (2015-2017) is \$140.4 million, or a moderate 2.4 times fiscal 2017 operating revenues. Moody's ANPL reflects certain adjustments we make to improve comparability of reported pension liabilities. The adjustments are not intended to replace the city's reported contribution information, or the reported liability information of the statewide cost-sharing plans, but to improve comparability with other rated entities.

The city's aggregate contributions for the three plans are below what would be needed to prevent the liability from growing, but increased contributions and pending reforms will show improvement. For the year ended September 30, 2017, the city contributed \$4.4 million to the plans or a manageable 7.8% of revenue. The city's combined contributions were \$1.3 million below Moody's "tread water" indicator of \$5.7 million. The "tread water" indicator shows a contribution level that would prevent the liability from growing, based on reported assumptions, including the assumed 8.0% rate of return for the police employees' plan, which is high, and above the assumed rate of return for many of the largest plans in the US. The city increased its contributions to the firefighters' and police employees' pension plans in 2018 and 2019. In 2018, firefighters approved a 2% increase in employee contributions (16% to 18%) and eliminated COLAs to future retirees. The city is currently pursuing changes to the police employees' pension plan, pending approval by the state legislature.

In fiscal 2017, fixed costs including debt, pensions (using actual contributions instead of tread water), were 20% of operating revenues. If the city were to contribute to the pension plans at the tread water level, fixed costs would increase to 22% of 2017 revenues.

Management and governance: strong management; high institutional framework

The city is governed by a mayor and four-member city council, elected to three-year staggered terms. City management is strong as evidenced by their conservative budgeting for expenses, multiyear forecasts of economically sensitive revenues and long-range capital planning that have provided significant financial flexibility and stability of reserves. City ordinance requires a minimum general fund balance equal to 90 days (25%) of expenditures and between 90 days and 120 days of working capital in the combined utility fund

(comprised of the water and wastewater funds). The city's long range capital plan consists of projects to mitigate and repair beach erosion hotspots, with the intention of mitigating the frequency and severity of inland flood events; improvements to the seawall are largely funded through the US Army Corps of Engineers. Additionally, the city has secured a \$50 million line of credit with Regions Bank to provide initial funding of debris removal and other costs associated with the cleanup and recovery from a major storm event.

Texas Cities have an Institutional Framework score of Aa, which is high. Institutional Framework scores measure a sector's legal ability to increase revenues and decrease expenditures. Property taxes, one of the sector's major revenue sources are subject to a cap, which cannot be overridden. However, the cap of \$25 per \$1,000 of assessed values, with no more than \$15 allocated for debt, still allows for significant revenue-raising ability. Unpredictable revenue fluctuations tend to be minor, or under 5% annually. Across the sector, fixed and mandated costs are generally greater than 25% of expenditures. Texas is a Right to Work state, providing significant expenditure cutting ability. Unpredictable expenditure fluctuations tend to be minor, under 5% annually.

© 2019 Moody's Corporation, Moody's Investors Service, Inc., Moody's Analytics, Inc. and/or their licensors and affiliates (collectively, "MOODY'S"). All rights reserved.

CREDIT RATINGS ISSUED BY MOODY'S INVESTORS SERVICE, INC. AND ITS RATINGS AFFILIATES ("MIS") ARE MOODY'S CURRENT OPINIONS OF THE RELATIVE FUTURE CREDIT RISK OF ENTITIES, CREDIT COMMITMENTS, OR DEBT OR DEBT-LIKE SECURITIES, AND MOODY'S PUBLICATIONS MAY INCLUDE MOODY'S CURRENT OPINIONS OF THE RELATIVE FUTURE CREDIT RISK OF ENTITIES, CREDIT COMMITMENTS, OR DEBT OR DEBT-LIKE SECURITIES. MOODY'S DEFINES CREDIT RISK AS THE RISK THAT AN ENTITY MAY NOT MEET ITS CONTRACTUAL FINANCIAL OBLIGATIONS AS THEY COME DUE AND ANY ESTIMATED FINANCIAL LOSS IN THE EVENT OF DEFAULT OR IMPAIRMENT. SEE MOODY'S RATING SYMBOLS AND DEFINITIONS PUBLICATION FOR INFORMATION ON THE TYPES OF CONTRACTUAL FINANCIAL OBLIGATIONS ADDRESSED BY MOODY'S RATINGS. CREDIT RATINGS DO NOT ADDRESS ANY OTHER RISK, INCLUDING BUT NOT LIMITED TO: LIQUIDITY RISK, MARKET VALUE RISK, OR PRICE VOLATILITY. CREDIT RATINGS AND MOODY'S OPINIONS INCLUDED IN MOODY'S PUBLICATIONS ARE NOT STATEMENTS OF CURRENT OR HISTORICAL FACT. MOODY'S PUBLICATIONS MAY ALSO INCLUDE QUANTITATIVE MODEL-BASED ESTIMATES OF CREDIT RISK AND RELATED OPINIONS OR COMMENTARY PUBLISHED BY MOODY'S ANALYTICS, INC. CREDIT RATINGS AND MOODY'S PUBLICATIONS DO NOT CONSTITUTE OR PROVIDE INVESTMENT OR FINANCIAL ADVICE, AND CREDIT RATINGS AND MOODY'S PUBLICATIONS ARE NOT AND DO NOT PROVIDE RECOMMENDATIONS TO PURCHASE, SELL, OR HOLD PARTICULAR SECURITIES. NEITHER CREDIT RATINGS NOR MOODY'S PUBLICATIONS COMMENT ON THE SUITABILITY OF AN INVESTMENT FOR ANY PARTICULAR INVESTOR. MOODY'S ISSUES ITS CREDIT RATINGS AND PUBLISHES MOODY'S PUBLICATIONS WITH THE EXPECTATION AND UNDERSTANDING THAT EACH INVESTOR WILL, WITH DUE CARE, MAKE ITS OWN STUDY AND EVALUATION OF EACH SECURITY THAT IS UNDER CONSIDERATION FOR PURCHASE, HOLDING, OR SALE.

MOODY'S CREDIT RATINGS AND MOODY'S PUBLICATIONS ARE NOT INTENDED FOR USE BY RETAIL INVESTORS AND IT WOULD BE RECKLESS AND INAPPROPRIATE FOR RETAIL INVESTORS TO USE MOODY'S CREDIT RATINGS OR MOODY'S PUBLICATIONS WHEN MAKING AN INVESTMENT DECISION. IF IN DOUBT YOU SHOULD CONTACT YOUR FINANCIAL OR OTHER PROFESSIONAL ADVISER. ALL INFORMATION CONTAINED HEREIN IS PROTECTED BY LAW, INCLUDING BUT NOT LIMITED TO, COPYRIGHT LAW, AND NONE OF SUCH INFORMATION MAY BE COPIED OR OTHERWISE REPRODUCED, REPACKAGED, FURTHER TRANSMITTED, TRANSFERRED, DISSEMINATED, REDISTRIBUTED OR RESOLD, OR STORED FOR SUBSEQUENT USE FOR ANY SUCH PURPOSE, IN WHOLE OR IN PART, IN ANY FORM OR MANNER OR BY ANY MEANS WHATSOEVER, BY ANY PERSON WITHOUT MOODY'S PRIOR WRITTEN CONSENT.

CREDIT RATINGS AND MOODY'S PUBLICATIONS ARE NOT INTENDED FOR USE BY ANY PERSON AS A BENCHMARK AS THAT TERM IS DEFINED FOR REGULATORY PURPOSES AND MUST NOT BE USED IN ANY WAY THAT COULD RESULT IN THEM BEING CONSIDERED A BENCHMARK.

All information contained herein is obtained by MOODY'S from sources believed by it to be accurate and reliable. Because of the possibility of human or mechanical error as well as other factors, however, all information contained herein is provided "AS IS" without warranty of any kind. MOODY'S adopts all necessary measures so that the information it uses in assigning a credit rating is of sufficient quality and from sources MOODY'S considers to be reliable including, when appropriate, independent third-party sources. However, MOODY'S is not an auditor and cannot in every instance independently verify or validate information received in the rating process or in preparing the Moody's publications.

To the extent permitted by law, MOODY'S and its directors, officers, employees, agents, representatives, licensors and suppliers disclaim liability to any person or entity for any indirect, special, consequential, or incidental losses or damages whatsoever arising from or in connection with the information contained herein or the use of or inability to use any such information, even if MOODY'S or any of its directors, officers, employees, agents, representatives, licensors or suppliers is advised in advance of the possibility of such losses or damages, including but not limited to: (a) any loss of present or prospective profits or (b) any loss or damage arising where the relevant financial instrument is not the subject of a particular credit rating assigned by MOODY'S.

To the extent permitted by law, MOODY'S and its directors, officers, employees, agents, representatives, licensors and suppliers disclaim liability for any direct or compensatory losses or damages caused to any person or entity, including but not limited to by any negligence (but excluding fraud, willful misconduct or any other type of liability that, for the avoidance of doubt, by law cannot be excluded) on the part of, or any contingency within or beyond the control of, MOODY'S or any of its directors, officers, employees, agents, representatives, licensors or suppliers, arising from or in connection with the information contained herein or the use of or inability to use any such information.

NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, TIMELINESS, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY CREDIT RATING OR OTHER OPINION OR INFORMATION IS GIVEN OR MADE BY MOODY'S IN ANY FORM OR MANNER WHATSOEVER.

Moody's Investors Service, Inc., a wholly-owned credit rating agency subsidiary of Moody's Corporation ("MCO"), hereby discloses that most issuers of debt securities (including corporate and municipal bonds, debentures, notes and commercial paper) and preferred stock rated by Moody's Investors Service, Inc. have, prior to assignment of any rating, agreed to pay to Moody's Investors Service, Inc. for ratings opinions and services rendered by it fees ranging from \$1,000 to approximately \$2,700,000. MCO and MIS also maintain policies and procedures to address the independence of MIS's ratings and rating processes. Information regarding certain affiliations that may exist between directors of MCO and rated entities, and between entities who hold ratings from MIS and have also publicly reported to the SEC an ownership interest in MCO of more than 5%, is posted annually at www.moody's.com under the heading "Investor Relations — Corporate Governance — Director and Shareholder Affiliation Policy."

Additional terms for Australia only: Any publication into Australia of this document is pursuant to the Australian Financial Services License of MOODY'S affiliate, Moody's Investors Service Pty Limited ABN 61 003 399 657 AFSL 336969 and/or Moody's Analytics Australia Pty Ltd ABN 94 105 136 972 AFSL 383569 (as applicable). This document is intended to be provided only to "wholesale clients" within the meaning of section 761G of the Corporations Act 2001. By continuing to access this document from within Australia, you represent to MOODY'S that you are, or are accessing the document as a representative of, a "wholesale client" and that neither you nor the entity you represent will directly or indirectly disseminate this document or its contents to "retail clients" within the meaning of section 761G of the Corporations Act 2001. MOODY'S credit rating is an opinion as to the creditworthiness of a debt obligation of the issuer, not on the equity securities of the issuer or any form of security that is available to retail investors.

Additional terms for Japan only: Moody's Japan K.K. ("MJKK") is a wholly-owned credit rating agency subsidiary of Moody's Group Japan G.K., which is wholly-owned by Moody's Overseas Holdings Inc., a wholly-owned subsidiary of MCO. Moody's SF Japan K.K. ("MSFJ") is a wholly-owned credit rating agency subsidiary of MJKK. MSFJ is not a Nationally Recognized Statistical Rating Organization ("NRSRO"). Therefore, credit ratings assigned by MSFJ are Non-NRSRO Credit Ratings. Non-NRSRO Credit Ratings are assigned by an entity that is not a NRSRO and, consequently, the rated obligation will not qualify for certain types of treatment under U.S. laws. MJKK and MSFJ are credit rating agencies registered with the Japan Financial Services Agency and their registration numbers are FSA Commissioner (Ratings) No. 2 and 3 respectively.

MJKK or MSFJ (as applicable) hereby disclose that most issuers of debt securities (including corporate and municipal bonds, debentures, notes and commercial paper) and preferred stock rated by MJKK or MSFJ (as applicable) have, prior to assignment of any rating, agreed to pay to MJKK or MSFJ (as applicable) for ratings opinions and services rendered by it fees ranging from JPY125,000 to approximately JPY250,000,000.

MJKK and MSFJ also maintain policies and procedures to address Japanese regulatory requirements.

REPORT NUMBER

1158350

CLIENT SERVICES

Americas	1-212-553-1653
Asia Pacific	852-3551-3077
Japan	81-3-5408-4100
EMEA	44-20-7772-5454

Rating Action: Moody's assigns Aa3 to City of Galveston, TX's GOLT bonds; outlook remains stable

18 Jan 2019

New York, January 18, 2019 -- Moody's Investors Service has assigned a Aa3 to the City of Galveston, TX's \$31.6 million Combination Tax and Revenue Certificates of Obligation, Series 2019. Concurrently, Moody's has affirmed the Aa3 issuer rating and the Aa3 rating on the city's outstanding general obligation limited tax (GOLT) debt, which will total \$114 million post-sale. The outlook remains stable.

RATINGS RATIONALE

The Aa3 issuer long term rating reflects the city's large and steadily growing tax base, tempered by outsized environmental risk given its location along the Gulf of Mexico. The rating also considers the city's strong, forward looking management team, narrowed though adequate reserves following resolution of an outstanding lawsuit in fiscal 2019. The Aa3 further incorporates the city's low debt burden given considerable utility system support of general obligation limited tax (GOLT) debt service, and above average pension liabilities.

The Aa3 limited tax rating is the same as the issuer rating, reflecting the city's ample available taxing headroom to generate dedicated property taxes sufficient to pay debt service, which offsets the property tax rate limitation established by state law, lack of full faith and credit pledge, and inability to easily override the tax rate limitation.

The issuer rating reflects our assessment of hypothetical debt secured by the district's general obligation unlimited tax pledge. No debt is currently secured by this pledge.

RATING OUTLOOK

The stable outlook reflects our expectation that the city's tax base will continue to exhibit moderate growth, reserves will remain in line with management's estimates at fiscal year-end 2019 and adequate compared to peers, and the combined water and sewer system will continue supporting annual GOLT debt service resulting in a steady debt profile. The outlook also considers the expectation that the city will be able to accomplish reform of the police employees' retirement plan during the current legislative session, moderating the unfunded pension liability.

FACTORS THAT COULD LEAD TO AN UPGRADE

- Substantial increase of reserves and liquidity
- Material taxable valuation growth coupled with significantly stronger income indices
- Moderation of the pension burden

FACTORS THAT COULD LEAD TO A DOWNGRADE

- Substantial erosion of reserves or liquidity from a material increase in the amount of the legal settlement funded with general fund reserves or trend of deficit financial operations
- Increased net pension liabilities
- Increased debt burden, including a reduction of utility system support of GOLT debt service or additional borrowing without corresponding growth of taxable valuation
- Material contraction of the tax base

LEGAL SECURITY

The bonds are secured by a continuing direct ad valorem tax, within the limits prescribed by law, levied on all taxable property located within the city. The city's total tax rate is limited to \$25.00 per \$1,000 assessed

valuation (AV), but the Texas Attorney General will only permit allocation of \$15.00 of the \$25.00 maximum tax rate for general obligation debt service, including the current offering.

USE OF PROCEEDS

Proceeds will fund various water and sewer system improvements.

PROFILE

The City of Galveston occupies the 32 mile long Galveston Island, situated two miles off the coast of the Gulf of Mexico, and is the county seat of Galveston County (Aaa stable). The city is located roughly 50 miles southeast of Houston (Aa3 stable) along Interstate 45 and is a tourism, retail, recreational, and shipping center. As of 2016 the city had approximately 49,443 residents, up 3.6% since the 2010 census; 2017 US Census estimates indicate a population of 50,497.

METHODOLOGY

The principal methodology used in these ratings was US Local Government General Obligation Debt published in December 2016. Please see the Rating Methodologies page on www.moodys.com for a copy of this methodology.

REGULATORY DISCLOSURES

For ratings issued on a program, series or category/class of debt, this announcement provides certain regulatory disclosures in relation to each rating of a subsequently issued bond or note of the same series or category/class of debt or pursuant to a program for which the ratings are derived exclusively from existing ratings in accordance with Moody's rating practices. For ratings issued on a support provider, this announcement provides certain regulatory disclosures in relation to the credit rating action on the support provider and in relation to each particular credit rating action for securities that derive their credit ratings from the support provider's credit rating. For provisional ratings, this announcement provides certain regulatory disclosures in relation to the provisional rating assigned, and in relation to a definitive rating that may be assigned subsequent to the final issuance of the debt, in each case where the transaction structure and terms have not changed prior to the assignment of the definitive rating in a manner that would have affected the rating. For further information please see the ratings tab on the issuer/entity page for the respective issuer on www.moodys.com.

Regulatory disclosures contained in this press release apply to the credit rating and, if applicable, the related rating outlook or rating review.

Please see www.moodys.com for any updates on changes to the lead rating analyst and to the Moody's legal entity that has issued the rating.

Please see the ratings tab on the issuer/entity page on www.moodys.com for additional regulatory disclosures for each credit rating.

Nathan Phelps
Lead Analyst
Regional PFG Dallas
Moody's Investors Service, Inc.
Plaza Of The Americas
600 North Pearl St. Suite 2165
Dallas 75201
US
JOURNALISTS: 1 212 553 0376
Client Service: 1 212 553 1653

Denise Rappmund
Additional Contact
Regional PFG Dallas
JOURNALISTS: 1 212 553 0376
Client Service: 1 212 553 1653

Releasing Office:

Moody's Investors Service, Inc.
250 Greenwich Street
New York, NY 10007
U.S.A
JOURNALISTS: 1 212 553 0376
Client Service: 1 212 553 1653



© 2019 Moody's Corporation, Moody's Investors Service, Inc., Moody's Analytics, Inc. and/or their licensors and affiliates (collectively, "MOODY'S"). All rights reserved.

CREDIT RATINGS ISSUED BY MOODY'S INVESTORS SERVICE, INC. AND ITS RATINGS AFFILIATES ("MIS") ARE MOODY'S CURRENT OPINIONS OF THE RELATIVE FUTURE CREDIT RISK OF ENTITIES, CREDIT COMMITMENTS, OR DEBT OR DEBT-LIKE SECURITIES, AND MOODY'S PUBLICATIONS MAY INCLUDE MOODY'S CURRENT OPINIONS OF THE RELATIVE FUTURE CREDIT RISK OF ENTITIES, CREDIT COMMITMENTS, OR DEBT OR DEBT-LIKE SECURITIES. MOODY'S DEFINES CREDIT RISK AS THE RISK THAT AN ENTITY MAY NOT MEET ITS CONTRACTUAL FINANCIAL OBLIGATIONS AS THEY COME DUE AND ANY ESTIMATED FINANCIAL LOSS IN THE EVENT OF DEFAULT OR IMPAIRMENT. SEE MOODY'S RATING SYMBOLS AND DEFINITIONS PUBLICATION FOR INFORMATION ON THE TYPES OF CONTRACTUAL FINANCIAL OBLIGATIONS ADDRESSED BY MOODY'S RATINGS. CREDIT RATINGS DO NOT ADDRESS ANY OTHER RISK, INCLUDING BUT NOT LIMITED TO: LIQUIDITY RISK, MARKET VALUE RISK, OR PRICE VOLATILITY. CREDIT RATINGS AND MOODY'S OPINIONS INCLUDED IN MOODY'S PUBLICATIONS ARE NOT STATEMENTS OF CURRENT OR HISTORICAL FACT. MOODY'S PUBLICATIONS MAY ALSO INCLUDE QUANTITATIVE MODEL-BASED ESTIMATES OF CREDIT RISK AND RELATED OPINIONS OR COMMENTARY PUBLISHED BY MOODY'S ANALYTICS, INC. CREDIT RATINGS AND MOODY'S PUBLICATIONS DO NOT CONSTITUTE OR PROVIDE INVESTMENT OR FINANCIAL ADVICE, AND CREDIT RATINGS AND MOODY'S PUBLICATIONS ARE NOT AND DO NOT PROVIDE RECOMMENDATIONS TO PURCHASE, SELL, OR HOLD PARTICULAR SECURITIES. NEITHER CREDIT RATINGS NOR MOODY'S PUBLICATIONS COMMENT ON THE SUITABILITY OF AN INVESTMENT FOR ANY PARTICULAR INVESTOR. MOODY'S ISSUES ITS CREDIT RATINGS AND PUBLISHES MOODY'S PUBLICATIONS WITH THE EXPECTATION AND UNDERSTANDING THAT EACH INVESTOR WILL, WITH DUE CARE, MAKE ITS OWN STUDY AND EVALUATION OF EACH SECURITY THAT IS UNDER CONSIDERATION FOR PURCHASE, HOLDING, OR SALE.

MOODY'S CREDIT RATINGS AND MOODY'S PUBLICATIONS ARE NOT INTENDED FOR USE BY RETAIL INVESTORS AND IT WOULD BE RECKLESS AND INAPPROPRIATE FOR RETAIL INVESTORS TO USE MOODY'S CREDIT RATINGS OR MOODY'S PUBLICATIONS WHEN MAKING AN INVESTMENT DECISION. IF IN DOUBT YOU SHOULD CONTACT YOUR FINANCIAL OR OTHER PROFESSIONAL ADVISER.

ALL INFORMATION CONTAINED HEREIN IS PROTECTED BY LAW, INCLUDING BUT NOT LIMITED TO, COPYRIGHT LAW, AND NONE OF SUCH INFORMATION MAY BE COPIED OR OTHERWISE REPRODUCED, REPACKAGED, FURTHER TRANSMITTED, TRANSFERRED, DISSEMINATED, REDISTRIBUTED OR RESOLD, OR STORED FOR SUBSEQUENT USE FOR ANY SUCH PURPOSE, IN WHOLE OR IN PART, IN ANY FORM OR MANNER OR BY ANY MEANS WHATSOEVER, BY ANY PERSON WITHOUT MOODY'S PRIOR WRITTEN CONSENT.

CREDIT RATINGS AND MOODY'S PUBLICATIONS ARE NOT INTENDED FOR USE BY ANY PERSON AS A BENCHMARK AS THAT TERM IS DEFINED FOR REGULATORY PURPOSES AND MUST NOT BE USED IN ANY WAY THAT COULD RESULT IN THEM BEING CONSIDERED A BENCHMARK.

All information contained herein is obtained by MOODY'S from sources believed by it to be accurate and reliable. Because of the possibility of human or mechanical error as well as other factors, however, all information contained herein is provided "AS IS" without warranty of any kind. MOODY'S adopts all necessary measures so that the information it uses in assigning a credit rating is of sufficient quality and from sources MOODY'S considers to be reliable including, when appropriate, independent third-party sources. However,

MOODY'S is not an auditor and cannot in every instance independently verify or validate information received in the rating process or in preparing the Moody's publications.

To the extent permitted by law, MOODY'S and its directors, officers, employees, agents, representatives, licensors and suppliers disclaim liability to any person or entity for any indirect, special, consequential, or incidental losses or damages whatsoever arising from or in connection with the information contained herein or the use of or inability to use any such information, even if MOODY'S or any of its directors, officers, employees, agents, representatives, licensors or suppliers is advised in advance of the possibility of such losses or damages, including but not limited to: (a) any loss of present or prospective profits or (b) any loss or damage arising where the relevant financial instrument is not the subject of a particular credit rating assigned by MOODY'S.

To the extent permitted by law, MOODY'S and its directors, officers, employees, agents, representatives, licensors and suppliers disclaim liability for any direct or compensatory losses or damages caused to any person or entity, including but not limited to by any negligence (but excluding fraud, willful misconduct or any other type of liability that, for the avoidance of doubt, by law cannot be excluded) on the part of, or any contingency within or beyond the control of, MOODY'S or any of its directors, officers, employees, agents, representatives, licensors or suppliers, arising from or in connection with the information contained herein or the use of or inability to use any such information.

NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, TIMELINESS, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY CREDIT RATING OR OTHER OPINION OR INFORMATION IS GIVEN OR MADE BY MOODY'S IN ANY FORM OR MANNER WHATSOEVER.

Moody's Investors Service, Inc., a wholly-owned credit rating agency subsidiary of Moody's Corporation ("MCO"), hereby discloses that most issuers of debt securities (including corporate and municipal bonds, debentures, notes and commercial paper) and preferred stock rated by Moody's Investors Service, Inc. have, prior to assignment of any rating, agreed to pay to Moody's Investors Service, Inc. for ratings opinions and services rendered by it fees ranging from \$1,000 to approximately \$2,700,000. MCO and MIS also maintain policies and procedures to address the independence of MIS's ratings and rating processes. Information regarding certain affiliations that may exist between directors of MCO and rated entities, and between entities who hold ratings from MIS and have also publicly reported to the SEC an ownership interest in MCO of more than 5%, is posted annually at www.moodys.com under the heading "Investor Relations — Corporate Governance — Director and Shareholder Affiliation Policy."

Additional terms for Australia only: Any publication into Australia of this document is pursuant to the Australian Financial Services License of MOODY'S affiliate, Moody's Investors Service Pty Limited ABN 61 003 399 657AFSL 336969 and/or Moody's Analytics Australia Pty Ltd ABN 94 105 136 972 AFSL 383569 (as applicable). This document is intended to be provided only to "wholesale clients" within the meaning of section 761G of the Corporations Act 2001. By continuing to access this document from within Australia, you represent to MOODY'S that you are, or are accessing the document as a representative of, a "wholesale client" and that neither you nor the entity you represent will directly or indirectly disseminate this document or its contents to "retail clients" within the meaning of section 761G of the Corporations Act 2001. MOODY'S credit rating is an opinion as to the creditworthiness of a debt obligation of the issuer, not on the equity securities of the issuer or any form of security that is available to retail investors.

Additional terms for Japan only: Moody's Japan K.K. ("MJKK") is a wholly-owned credit rating agency subsidiary of Moody's Group Japan G.K., which is wholly-owned by Moody's Overseas Holdings Inc., a wholly-owned subsidiary of MCO. Moody's SF Japan K.K. ("MSFJ") is a wholly-owned credit rating agency subsidiary of MJKK. MSFJ is not a Nationally Recognized Statistical Rating Organization ("NRSRO"). Therefore, credit ratings assigned by MSFJ are Non-NRSRO Credit Ratings. Non-NRSRO Credit Ratings are assigned by an entity that is not a NRSRO and, consequently, the rated obligation will not qualify for certain types of treatment under U.S. laws. MJKK and MSFJ are credit rating agencies registered with the Japan Financial Services Agency and their registration numbers are FSA Commissioner (Ratings) No. 2 and 3 respectively.

MJKK or MSFJ (as applicable) hereby disclose that most issuers of debt securities (including corporate and municipal bonds, debentures, notes and commercial paper) and preferred stock rated by MJKK or MSFJ (as applicable) have, prior to assignment of any rating, agreed to pay to MJKK or MSFJ (as applicable) for ratings opinions and services rendered by it fees ranging from JPY125,000 to approximately JPY250,000,000.

MJKK and MSFJ also maintain policies and procedures to address Japanese regulatory requirements.



City of Galveston

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

January 24, 2019

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

RE: Consider an ordinance amending the FY 2019 Budget to provide funds for a settlement.

I. Background

- A. This ordinance provides an amendment utilizing General Fund fund balance and departmental budget reduction along with internal service fund balances to pay a \$13.5 million settlement expense.
- B. The settlement is the result of a jury trial and a final judgement in Galveston County court ordering that Plaintiff CDM Smith receive a payment of \$15,725,068.50 for costs associated with Hurricane Ike related housing repairs and prejudgement interest.
- C. The settlement of \$13.5 million was paid on December 31, 2018 after conferring with City Council in executive session on the method and sources of payment.

II. Current Situation

- A. The amendment to the FY 2019 Budget provides funding for the settlement as follows:

FY 2019 Budget Reductions by Fund	Recommended Amounts Available
Insurance Funds	
Casualty and Liability Fund Balance in excess of 90 days	\$2,893,200
Workers Compensation Fund Balance in excess of 90 Days	\$2,386,800
Internal Service Fund Subtotal	\$5,280,000
General Fund FY 2019 Budget	
Departmental Budget Reductions	\$1,091,319
Reduce Hurricane Harvey Transfers from General Fund	\$1,300,000
Use Excess Fund Balance over 90 Days	\$1,236,681
Use General Fund Balance Contingency	\$2,500,000
General Fund Subtotal	\$6,128,000
Settlement and Capital Reserve Fund	
Capital Reserve	\$2,092,000
Recovery and Capital Reserve Fund Subtotal	\$2,092,000
GRAND TOTAL	\$13,500,000

- B. The amendment provides for:
 - 1. Payments from Internal Service Funds established for insurance purposes in the amount of \$5.28 million;
 - 2. \$1,091,319 in General Fund operating departments' FY 2019 Budget reductions, or approximately 2 percent of budget;
 - 3. Reduced funding in the amount of \$1.3 million from General Fund for Hurricane Harvey expenditures based on the latest project cost information;
 - 4. Assignment of the General Fund Contingency of \$2.5 million and excess fund balance in the amount of \$1,236,681; and
 - 5. \$2,092,000 from the Settlement and Capital Reserve Fund (previously called the Recovery and Capital Reserve fund).
- C. The amendment provides that the General Fund amounts will be transferred to the Settlement and Capital Reserve Fund, with the Settlement Fund providing a combined total of \$6,220,000 for the payment to CDM.
- D. The amendment provides for the balance of the payment to be made from the Casualty and Liability Fund Balance, including the excess fund balance from the Workers' Compensation Fund, in the total amount of \$5.28 million.

III. Issues

- A. The City reached a settlement with CDM rather than appeal and continue to incur the cost of post judgment interest as well as legal expenses.
- B. The settlement is a general liability claim for the City, limiting the use of restricted or dedicated funds from enterprise funds or capital project funds to pay the necessary cost.
- C. All affected fund balances are budgeted to remain at 90 days of operations.
- D. No layoffs were necessary in General Fund departments.
- E. The recommendation is to maintain the General Fund budget cuts and the projected underrun of current expenses versus revenue in preparation of the FY 2020 Budget. This approach will serve to rebuild the General Fund balance to its previous level in deliberate, planned way.

IV. Alternatives

- A. City Council approves the proposed budget amendment.
- B. City Council modifies the recommended funding sources to reduce more General Fund operating fund budget amounts and retain fund balances in excess of the 90 day reserve amount.

V. Recommendation

Concur in Alternative A.



ORDINANCE NO. 19-

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING THE TOTAL OPERATING BUDGET FOR FISCAL YEAR ENDING SEPTEMBER 30, 2018, BY ADJUSTING VARIOUS BUDGET ACCOUNTS IN THE AMOUNT OF THREE HUNDRED NINETY-THREE THOUSAND TWO HUNDRED FORTY-FOUR DOLLARS (\$393,244) TO ADJUST AND PROPERLY RECORD FOR EXPENSES IN CONNECTION WITH ISLAND TRANSIT OPERATING EXPENDITURES; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 28, 2017, the Galveston City Council adopted Ordinance No. 17-065 authorizing an operating budget for Fiscal Year 2018; and

WHEREAS, pursuant to “The City Charter,” the City Council has the power to transfer any unencumbered appropriation balance or portion thereof from one office, department, or agency to another during the fiscal year; and

WHEREAS, on February 22, 2018, the Galveston City Council approved the first amendment to the Fiscal Year 2018 Operating Budget to adjust and properly record unforeseen expenses in connection with the local grant match, creation of Special Revenue Funds to capture costs associated with the operation of Beach Pocket Parks, transfer of funding to Hurricane Harvey Grant, recognition of carry over expenditures for consulting services and vehicle capital outlay from FY2017, correct funding for printing services, and to adjust Special Revenue Fund to FY2018 funding levels; and

WHEREAS, on December 13, 2018, the Galveston City Council approved the second amendment to the Fiscal Year 2018 Operating Budget to adjust and properly record unforeseen expenses in connection with exams fees, salary reimbursements, cost of living distributions, Street Department overtime, concrete and aggregate, garage charges, and operating transfers to Island Transit and the Technology Improvement Funds; and

WHEREAS, since the adoption of the Fiscal Year 2018 budget, there has arisen a need to amend the Fiscal Year 2018 Operating Budget for the adjustment to various budget accounts to properly record unforeseen expenses; and

WHEREAS, the City Council finds it in the public interest to amend the total Fiscal Year 2018 Operating Budget by adjusting various budget accounts as outlined in **Attachments A, B, and C.**

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

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

SECTION 2. The City Council hereby authorizes an amendment in the amount of three hundred ninety-three thousand two hundred forty-four dollars (\$393,244) to the total Operating Budget for Fiscal Year 2018 as outlined in **Attachments A, B, and C**; incorporated herein for all intents and purposes.

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

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

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

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

APPROVED AS TO FORM

DONALD S. GLYWASKY
INTERIM CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at a Regular Meeting held on the 24th day of January, 2019, as the same appears in records of this office.

IN TESTIMONY, WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of January, 2019.

Secretary for the City Council
of the City of Galveston

ATTACHMENT A
Budget Amendment #3
FY2018

FY18 Budget Compliance	
SPECIAL REVENUE FUNDS	
FTA Maintenance	
Personnel Services	91,380
Contractual Services	19,224
Seawall Transportation Route	
Personnel Services	63,372
Materials and Supplies	31,414
Contractual Services	19,324
Other Services	3,105
Convention Center Surplus	
Island Transit-Bus Trolley Operations	165,425
Special Revenue Transfer Subtotal	\$393,244
ENTERPRISE FUNDS	
Enterprise Fund Transfer Subtotal	\$0
INTERNAL SERVICE FUNDS	
Internal Service Fund Transfer Subtotal	\$0
GRAND TOTAL EXPENDITURES	\$393,244

FY18 Budget Compliance	
SPECIAL REVENUE FUNDS	
Transit System	
Personnel Services	321,020
Transit Administration	
Personnel Services	22,656
Contractual Services	49,568
Special Revenue Transfer Subtotal	\$393,244
ENTERPRISE FUNDS	
Enterprise Fund Transfer Subtotal	\$0
INTERNAL SERVICE FUNDS	
Internal Service Fund Transfer Subtotal	\$0
GRAND TOTAL EXPENDITURES	\$393,244

**ATTACHMENT B
Budget Amendment #3
FY2018**

**Charter Budget Growth Limit Compliance Page
Comparative Summary of Expenditures
Total Operating Expenditure Budget
(Modified Accrual)**

Funding Source	Amended Budget 2017	Adopted Budget 2018	Budget Amendment #1	Budget Amendment #2	Budget Amendment #3	Amended Budget 2018
Police	\$18,872,966	\$19,681,685	\$142,086	(\$250,000)	\$0	\$19,573,771
Fire	10,848,346	11,180,084	0	0	0	11,180,084
Emergency Management	230,185	249,569	0	8,000	0	257,569
Emergency Medical Service	566,500	566,400	0	0	0	566,400
Special Events	0	0	0	0	0	0
City Marshal	56,092	55,687	0	3,500	0	59,187
Streets	1,614,759	1,418,164	0	390,000	0	1,808,164
Traffic	2,097,809	2,138,584	0	(35,000)	0	2,103,584
Administration	822,508	864,544	0	0	0	864,544
Parks and Parkways	1,836,359	1,996,277	0	0	0	1,996,277
Planning	1,023,395	1,173,643	0	0	0	1,173,643
Code Enforcement	692,446	763,564	0	(19,500)	0	744,064
Building Inspection	587,364	616,839	0	16,000	0	632,839
Coastal Management	0	20,273	0	0	0	20,273
City Secretary	485,774	547,175	0	0	0	547,175
Elections	40,000	70,000	0	0	0	70,000
Municipal Court	660,515	759,670	0	5,000	0	764,670
City Manager	746,001	762,019	0	0	0	762,019
City Auditor	278,291	278,563	0	0	0	278,563
Legal	744,180	919,554	0	(41,000)	0	878,554
Human Resources	491,025	557,574	0	0	0	557,574
Transportation	970,000	800,000	0	115,000	0	915,000
Administration	293,222	295,269	0	2,000	0	297,269
Accounting	897,858	947,663	0	(82,010)	0	865,653
Purchasing	249,311	271,517	0	0	0	271,517
Budget	233,190	292,950	0	0	0	292,950
Taxation	343,314	265,449	0	0	0	265,449
Facility Maintenance	1,752,426	1,610,041	0	3,010	0	1,613,051
COLA Increases	0	254,000	0	0	0	254,000
Contractual Services	124,128	0	130,147	0	0	130,147
Lodging/Food Services	117,872	0	0	0	0	0
Vehicle Purchases	1,018,498	1,000,000	427,411	(115,000)	0	1,312,411
Capital Purchases	437,050	235,000	0	0	0	235,000
Local Grant Match	0	142,086	(142,086)	0	0	0
Fund Balance Contingency	2,438,252	4,400,000	(2,446,453)	0	0	1,953,547
Transfer to Group Health	150,000	0	0	0	0	0
Transfer to Separation Pay Fund	893,160	416,160	0	0	0	416,160
Transfer to Infrastructure Fund	2,604,850	3,275,010	0	0	0	3,275,010
Transfer to Pension Reserve Fund	2,292,000	393,487	0	0	0	393,487
Transfer to Hurricane Harvey	0	0	2,446,453	0	0	2,446,453
Total General Fund	\$57,509,646	\$59,218,500	\$557,558	\$0	\$0	\$59,776,058
Special Revenue Funds:						
Rosenberg Library	\$2,698,029	\$2,853,700	\$0	\$0	\$0	\$2,853,700
Seawall Parking	891,013	1,444,792	(37,888)	0	0	1,406,904
Convention Center Surplus	5,596,395	3,664,934	66,785	0	(165,425)	3,566,294
HOT 1/8 Historical Buildings	794,575	982,784	0	0	0	982,784
City Council Projects & Initiatives Program	2,969,950	1,941,280	(130,957)	0	0	1,810,323
Infrastructure Fund	7,365,177	7,731,638	0	0	0	7,731,638
Separation Pay Fund	951,360	474,360	0	0	0	474,360
Public Access Channel Fund	706,293	848,228	0	0	0	848,228
Parking Management Fund	411,879	1,026,179	0	0	0	1,026,179
Lasker Pool Fund	526,000	573,784	110,251	0	0	684,035
Pension Reform Fund	2,292,000	2,630,194	0	0	0	2,630,194
Asset Forfeiture Fund	78,920	273,852	(26,103)	0	0	247,749
Police Special Revenue Fund	124,358	97,643	0	0	0	97,643
Police Quartermaster Fund	112,394	87,240	(580)	0	0	86,660
Alarm Permit Fund	129,522	201,606	(49,819)	0	0	151,787
Fire Special Revenue Fund	197,473	88,452	(34,450)	0	0	54,002
Municipal Court Building Security Fund	91,235	76,308	(1,583)	0	0	74,725
Municipal Court Technology Fund	112,096	116,667	0	0	0	116,667
Municipal Court Juvenile Services Fund	154,503	164,829	(2,975)	0	0	161,854
Settlement and Capital Reserve Fund	6,629,732	6,114,448	(1,055,812)	0	0	5,058,636
Technology Improvement Fund	1,601,600	722,403	245,688	0	0	968,091
Pocket Park One	0	0	69,499	0	0	69,499
Pocket Park Two	0	0	79,499	0	0	79,499
Total	\$34,434,504	\$32,115,320	(\$768,445)	\$0	(\$165,425)	\$31,181,451
Debt Service Fund	\$1,754,405	\$4,055,409	\$0	\$0	\$0	\$4,055,409
Enterprise Funds:						
Waterworks	\$23,263,937	\$22,619,658	\$0	\$0	\$0	\$22,619,658
Sewer	14,598,952	16,042,438	0	0	0	16,042,438
Drainage Utility	2,895,680	3,030,237	0	0	0	3,030,237
Sanitation	6,076,867	6,712,409	210,887	0	0	6,923,296
Airport	2,446,744	1,905,550	0	0	0	1,905,550
Total	\$49,282,179	\$50,310,291	\$210,887	\$0	\$0	\$50,521,179
Operating Transfer Out	(5,940,010)	(4,084,657)	(2,446,453)	0	0	(6,531,110)
Grand Total	\$137,040,724	\$141,614,863	(\$2,446,453)	\$0	(\$165,425)	\$139,002,987

Amount of growth under 7% cap

\$1,962,263

*Percent increase in the
City's operating budget

1.43%

**ATTACHMENT B
Budget Amendment #3
FY2018**

Not subject to the 7% budget cap

	Adopted Budget 2018	Budget Amendment #1	Budget Amendment #2	Budget Amendment #3	Amended Budget 2018
Internal Service Fund					
Central Services	\$3,292,435	\$75,000	\$290,000	\$0	\$3,367,435
Casualty & Liability Insurance	2,030,399	0	0	0	2,030,399
Workers' Compensation Insurance	606,554	0	0	0	606,554
Health and Life Insurance	8,039,000	0	0	0	8,039,000
Central Garage	5,297,949	0	0	0	5,297,949
Capital Projects	0	0	0	0	0
Total	\$19,266,337	\$75,000	\$290,000	\$0	\$19,341,337

	Adopted Budget 2018	Budget Amendment #1	Budget Amendment #2	Budget Amendment #3	Amended Budget 2018
Grant Funds					
Island Transit	\$4,387,686	\$0	\$0	\$165,425	\$4,387,686
Hurricane Harvey	0	3,818,564	0	0	\$3,818,564
Total	\$4,387,686	\$0	\$0	\$165,425	\$8,206,250

ATTACHMENT C
Budget Amendment #3
FY2018

General Fund - Governmental Expenditures - Fund Balance Contingency		
Adopted Budget		4,400,000
General Fund		
Transfer funds to Hurricane Harvey Grant fund for estimated Street repairs	1,250,423	
Transfer funds to Hurricane Harvey Grant fund for estimated City Hall repairs	900,000	
Transfer funds to Hurricane Harvey Grant fund for estimated City Parks repairs	188,820	
Transfer funds to Hurricane Harvey Grant fund for estimated Fire Station repairs	61,760	
Transfer funds to Hurricane Harvey Grant fund for estimated Island Transit facilities	32,100	
Transfer funds to Hurricane Harvey Grant fund for estimated Traffic Shop facility	13,350	
Subtotal General Fund	(2,446,453)	
Amended Budget for City Council Contingency		\$1,953,547



City of Galveston

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

January 24, 2019

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

RE: Consider an ordinance amending the FY 2019 Budget to provide funds for a settlement with CDM Smith.

I. Background

- A. This ordinance provides an amendment utilizing General Fund fund balance and departmental budget reduction along with internal service fund balances to pay a \$13.5 million settlement expense.
- B. The settlement is the result of a jury trial and a final judgement in Galveston County court ordering that Plaintiff CDM Smith receive a payment of \$15,725,068.50 for costs associated with Hurricane Ike related housing repairs and prejudgement interest.
- C. The settlement of \$13.5 million was paid on December 31, 2018 after conferring with City Council in executive session on the method and sources of payment.

II. Current Situation

- A. The amendment to the FY 2019 Budget provides funding for the settlement as follows:

FY 2019 Budget Reductions by Fund	Recommended Amounts Available
Insurance Internal Service Funds	
Casualty and Liability Fund Balance in excess of 90 days	\$2,893,200
Workers Compensation Fund Balance in excess of 90 Days - Transfer to Casualty and Liability Fund	\$2,386,800
Insurance Internal Service Fund Subtotal	\$5,280,000
General Fund FY 2019 Budget Transfer to Settlements Fund	
Departmental Budget Reductions - Allow Unspent amounts to go to fund General Fund balance	\$1,091,319
Reduce Transfer from General Fund to Hurricane Harvey fund	\$1,300,000
Use Excess Fund Balance over 90 Days	\$1,236,681
Use General Fund Balance Contingency	\$2,500,000
General Fund Transfer to Settlement Fund Subtotal	\$6,128,000
Settlement and Capital Reserve Fund	
Reallocate Capital Reserve to pay settlement	\$2,092,000
Recovery and Capital Reserve Fund Subtotal	\$2,092,000
GRAND TOTAL	\$13,500,000

- B. The amendment provides for:

1. Payments from Internal Service Funds established for insurance purposes in the amount of \$5.28 million;
 2. \$1,091,319 in General Fund operating departments' FY 2019 Budget reductions, or approximately 2 percent of budget;
 3. Reduced funding in the amount of \$1.3 million from General Fund for Hurricane Harvey expenditures based on the latest project cost information;
 4. Assignment of the General Fund Contingency of \$2.5 million and excess fund balance in the amount of \$1,236,681; and
 5. \$2,092,000 from the Settlement and Capital Reserve Fund (previously called the Recovery and Capital Reserve fund).
- C. The amendment provides that the General Fund amounts will be transferred to the Settlement and Capital Reserve Fund, with the Settlement Fund providing a combined total of \$6,220,000 for the payment to CDM.
- D. The amendment provides for the balance of the payment to be made from the Casualty and Liability Fund Balance, including the excess fund balance from the Workers' Compensation Fund, in the total amount of \$5.28 million.

III. Issues

- A. The City reached a settlement with CDM rather than appeal and continue to incur the cost of post judgment interest as well as legal expenses.
- B. The settlement is a general liability claim for the City, limiting the use of restricted or dedicated funds from enterprise funds or capital project funds to pay the necessary cost.
- C. All affected fund balances are budgeted to remain at 90 days of operations.
- D. No layoffs were necessary in General Fund departments.
- E. The recommendation is to maintain the General Fund budget cuts and the projected underrun of current expenses versus revenue in preparation of the FY 2020 Budget. This approach will serve to rebuild the General Fund balance to its previous level in deliberate, planned way.

IV. Alternatives

- A. City Council approves the proposed budget amendment.
- B. City Council modifies the recommended funding sources to reduce more General Fund operating fund budget amounts and retain fund balances in excess of the 90 day reserve amount.

V. Recommendation

Concur in Alternative A.



ORDINANCE NO. 19-

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING THE TOTAL OPERATING BUDGET FOR FISCAL YEAR ENDING SEPTEMBER 30, 2019, BY ADJUSTING VARIOUS BUDGET ACCOUNTS IN THE AMOUNT OF THIRTEEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$13,500,000) TO ADJUST AND PROPERLY RECORD FOR OPERATING TRANSFERS AND RECORDING EXPENDITURES IN CONNECTION WITH THE LEGAL SETTLEMENT WITH CDM SMITH; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 18, 2018, the Galveston City Council adopted Ordinance No. 18-063 authorizing an operating budget for Fiscal Year 2019; and

WHEREAS, pursuant to “The City Charter,” the City Council has the power to transfer any unencumbered appropriation balance or portion thereof from one office, department, or agency to another during the fiscal year; and

WHEREAS, since the adoption of the Fiscal Year 2019 budget, there has arisen a need to amend the Fiscal Year 2019 Operating Budget for the adjustment to various budget accounts to properly record settlement expenses; and

WHEREAS, the City Council finds it in the public interest to amend the total Fiscal Year 2019 Operating Budget by adjusting various budget accounts as outlined in **Attachments A, B, and C.**

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

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

SECTION 2. The City Council hereby authorizes an amendment in the amount of thirteen million five hundred thousand dollars (\$13,500,000) to the total Operating Budget for Fiscal Year 2019 as outlined in **Attachments A, B, and C**; incorporated herein for all intents and purposes.

- a. General Fund unspent balances will be transferred to the Settlement and Capital Reserve Fund in the amount of \$6,128,000;
- b. Settlement and Capital Reserve Funds in the amount of \$2,092,000 will be budgeted for settlement expense;
- c. A total expense amount will be recorded in the Settlement and Capital Reserve Fund equal to \$8,220,000 for the settlement;
- d. A transfer of unappropriated fund balance from the Workers’ Compensation Internal Service Fund will be made to the Casualty and Liability Internal Service Fund in the amount of \$2,386,800; and

- e. A total expense amount will be recorded in the Casualty and Liability Internal Service Fund in the amount of \$5,280,000.

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

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

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

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

APPROVED AS TO FORM

DONALD S. GLYWASKY
INTERIM CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at a Regular Meeting held on the 24th day of January, 2019, as the same appears in records of this office.

IN TESTIMONY, WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of January, 2019.

Secretary for the City Council
of the City of Galveston

Settlement and Release by and between
CDM Smith, Inc. and City of Galveston

This agreement is entered into between the City of Galveston, a municipality organized pursuant to the Constitution and Laws of the State of Texas (hereinafter referred to as "City") and CDM Smith, Inc. a Massachusetts corporation doing business in the State of Texas.

The purpose of this agreement is to settle Case No. 13-CV-0844, *CDM Smith, Inc. v. City of Galveston*, in the 56th Judicial District Court of Galveston County, Texas (Galveston County case) as well as certain claims pending between them in Case Number D-1_GN-13-002497 *General Land Office v. City of Galveston and CDM Smith, Inc.*, In the 201st Judicial District Court of Travis County Texas,

The suit involved the interpretation and application of the following listed agreements: a) the initial Agreement with the Texas Department of Housing and Community Affairs and the City of Galveston, Contract No. 70090008 (original, first amendment, and second amendment); b) re-designated GLO Contract with the City of Galveston Contract No. 10-5277-000-5283, (third amendment and fourth amendment. and the Agreement between City of Galveston and Camp Dresser & McKee, Inc. for Community Development Block Grant Management Services signed by City Manager Steve LeBlanc on October 27, 2009 as amended (hereinafter the City Contract).

The purpose of this agreement is to finally resolve the litigation between the parties in accordance with the terms and provisions herein.

- I. Resolution of the Galveston County case:
 - 1) The parties agree:
 - a. A judgment in favor of CDM Smith for a total amount of Fifteen Million Seven Hundred Twenty Five Thousand Sixty Eight Dollars and Forty Nine Cents (\$15,725,068.49) on November 1, 2018. The parties have agreed to settle that case for the amount of Thirteen Million Five Hundred Thousand Dollars (\$13,500,000.00).
 - b. Payment of the aforementioned settlement amount shall be paid by December 31, 2018.

- 2) Upon payment by the City as provided in the previous paragraph, CDM will file with the Galveston District Clerk a Final Release and Satisfaction of Judgment which generally releases and forever discharges the City and its employees, officers, directors, successors, assigns, and attorneys, from any and all claims, demands, and causes of action of whatever kind or character arising out of the events alleged, or which could have been alleged in the Galveston County case, and/or the underlying agreement(s), which it now has or may have in the future against the City based on any events that have occurred or are alleged to have occurred prior to the date this Settlement Agreement is executed. Upon the filing of the Final Release and Satisfaction of Judgment, each party will file a notice with the Court withdrawing any motions each may have before the Court.
- 3) The City and CDM agree that jurisdiction and venue for any dispute related to the Release and Settlement Agreement between them will be in the 56th Judicial District Court in Galveston County, Texas before Judge Lonnie Cox in Cause No. 13-CV-0844, and all claims and defenses of immunity and exemption are waived as to causes of action and claims relating to the Settlement Agreement.
- 4) Subject to Paragraph 7 below, the City releases all claims and defenses, known or unknown, now and in the future, against CDM related to its work under the City Contract , including, but not limited to, any claims or defenses of overbilling, poor performance, insufficient staffing, prior material breach, misrepresentation, failure to insure or indemnify, lack of benefits received, form of invoices and task codes, setoff claims, Historic homes damages, duplication of effort claims, ineligibility of work or invoices under CDBG-DR guidelines or City or State laws or regulations, sovereign or governmental immunity or exemption, mutual mistake, fraud, ambiguity, failure of consideration, no duty, waiver, ratification, abandonment, unclean hands, and failure of any condition precedent or pay-if-paid clause, among other claims or defenses. This release also applies to City initiated audits and clawbacks. However the parties acknowledge an audit may be initiated by HUD and this Paragraph will not be operative to any clawback resulting from a HUD audit, or an audit done by the GLO at the request or direction of HUD.
- 5) Any breach of the Settlement Agreement by the City, including, but not limited to, any failure of the City to make timely payments to CDM, will require the City to pay CDM all of its attorneys' fees and costs incurred in this matter and to be incurred to enforce the Settlement Agreement and to collect the full amount of the

Final Judgment in the Galveston County case plus post-judgment interest accrued at the highest rate allowed by law on such amount.

- 6) The City will pay to CDM any amount it recovers from the GLO or the United States Department of Housing and Urban Development (HUD) or any third party for work performed by CDM under the City Contract that is in excess of the amounts paid or agreed to be paid to CDM under the Release and Settlement Agreement.
- 7) It is mutually agreed among the parties that, consistent with the provision in the contract that the obligation of CDM to repay any previously paid amounts in the event they are disallowed by the United States Department of Housing and Urban Development (HUD), shall continue in effect after this Settlement Agreement, and shall also apply any disallowance applied to the General Land Office (GLO). This obligation shall apply only to the previously paid amount of Eight Million Four Hundred Thousand Dollars (\$8,400,000) during the conduct of the work by CDM as program administrator. This obligation of CDM shall apply in either the event of action by HUD to recover such previously paid amounts from the City or from GLO. Under this provision either the City or GLO may enforce the cited provision and directly recover any amounts of money which are repaid or required to be repaid to HUD.
- 8) The City will provide CDM a positive reference for the services it provided pursuant to the contract. A copy of the letter the City will issue in response to such a request is attached as Exhibit A. The City agrees that the failure to use this positive reference for CDM is a material breach and default by the City of the Settlement Agreement and will result in the remaining amount of the Final Judgment in the Galveston County case of \$15,725,068.49 plus post-judgment interest accrued at the highest rate allowed by law on such amount being immediately due and payable to the CDM. No notice or demand by CDM shall be required for such a default by the City.
- 9) The City agrees that it will not make, issue, or publish future statements or communications concerning CDM or its performance contrary to the positive reference provided for in the previous paragraph. This provision is not violated by the production of public information as defined and required by the Texas Public Information Act Chapter 552 of the Texas Government Code in accordance with the provisions and procedures in the act.

- 10) Within three business days of receipt of payment, CDM will through it counsel, file with the 56th Judicial District of Galveston County a Release and Satisfaction of the Judgment entered in the Galveston County case.

II. Resolution of the Travis County case.

Case Number D-1_GN-13-002497 *General Land Office v. City of Galveston and CDM Smith, Inc.*, In the 201st Judicial District Court of Travis County Texas, will be resolved separately pursuant to dismissal detailed in a Rule 11 agreement filed by the parties prior to the execution of this agreement. Under that Rule 11 Agreement, CDM and City have agreed with the GLO to dismiss CDM and GLO employees from this case under the conditions therein described. A copy of that Rule 11 agreement is attached and its provisions incorporated herein as if fully set forth.

III. Miscellaneous Provisions

- 11) This Settlement Agreement shall be governed and construed in accordance with laws of the State of Texas, except that any conflict of law rule of that jurisdiction that may require reference to the laws of some other jurisdiction shall be disregarded.
- 12) The parties agree that this Settlement Agreement is entered into for settlement purposes only in order to avoid further trouble, cost, and expense, and it is further agreed that no party admits liability or damages to anyone other party as the result of the events that form the basis of the either suit, but expressly deny any and all such liability.
- 13) This Settlement Agreement has been prepared by the joint efforts of the respective attorneys for each of the parties.
- 14) If any provision of this Settlement Agreement is or may be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless survive and continue in full force and effect without being impaired or invalidated in any way.
- 15) None of the parties to this Settlement Agreement have expressed any facts, representations, agreements, undertakings, or express or implied warranties, except as expressly contained in this Settlement Agreement.

- 16) The Settlement Agreement shall continue perpetually and shall be binding upon the parties and their heirs, successors, and assigns and shall inure to the benefit of the parties and their heirs, successors, and assigns.
- 17) This Settlement Agreement represents the entire agreement of the parties and supersedes all prior written or oral agreements, and the terms are contractual and not mere recitals.
- 18) This Settlement Agreement may be executed in multiple counterparts, each of which shall be deemed as an original, but all of which shall constitute one and the same instrument. A copy of this Settlement Agreement shall be as valid, binding, and enforceable as the original.
- 19) This Settlement Agreement may not be amended, altered, modified, or changed in any way except in writing signed by all the parties to this Settlement Agreement.
- 20) All titles, headings, and captions used in this Settlement Agreement have been included for administrative convenience only and do not constitute matters to be construed in interpreting this Settlement Agreement.
- 21) Each Party hereto acknowledges that it has been fully advised by counsel of its choosing as to the terms and provisions of this Settlement Agreement and each party understands and agrees that this Settlement Agreement is in compromise and settlement of disputed claims.
- 22) Each Party agrees to execute any further documents, including any declaration, oath, affidavit, confirmation or other instrument, necessary or appropriate to complete, effectuate or give full effect to the terms of this Settlement Agreement, notwithstanding the provisions set forth in Paragraph 8 above.

THE PARTIES EXPRESSLY WARRANT THAT THEY HAVE CAREFULLY READ THIS SETTLEMENT AGREEMENT AND ALL EXHIBITS ATTACHED TO THIS SETTLEMENT AGREEMENT, UNDERSTAND ITS CONTENTS, AND SIGN THIS SETTLEMENT AGREEMENT AS THEIR OWN FREE ACT.

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement, effective as of the date first above written.

CDM Smith, Inc.

By: Mario J. Mancaccio
Its: General Counsel & Senior Vice Pres.

Dated: December 29, 2018

The City of Galveston

By: [Signature] for Brian Marsh
Its: City Manager

Dated: December 29, 2018

EXHIBIT A

FORM LETTER OF REFERENCE FOR CDM

Dear _____

This is in response to your request for a reference for CDM Smith. We understand you may retain CDM Smith to provide program management services related to your disaster management program. We are pleased to give this positive referral.

The City of Galveston utilized CDM Smith as its program administrator for the CDBG Disaster Recovery program. The primary goal of the program was to repair citizens' houses damaged or destroyed by Hurricane IKE. The City received its funding from the State first from the Texas Department of Housing and Community Affairs. Due to some issues at the state level, the funding agency was changed to the General Land Office.

Unfortunately for the City of Galveston and CDM, the state's administration was sometimes chaotic. The TDHCA, the GLO and other state agencies changed program guidelines several times during the program, requiring additional work to be done with each change and requiring more time to accomplish it. Because of the resulting delays caused by the state, the City had determined to extend its contract with CDM beyond its expiration date. Instead, for whatever reason, the state dictated to the City that it not renew the CDM contract or lose all program funding.

From the City's point of view, CDM Smith implemented an effective program to screen applicants and ensure they met federally mandated guidelines. They were instrumental in developing specifications for the repair of houses and assisted in the procurement of contractors to perform the work. We are quite sure that but for the interference of the state in the administration of the program, that CDM would have successfully completed the program for the City; as it was they performed professionally and effectively under very difficult circumstances.

As the years have gone by and similar programs have been instituted across the country, some of the procedural issues which dogged the Galveston program have been resolved. We know no reason why you would not choose CDM as your administrator; we are sure they will serve you well. But no matter what course you determine to pursue we wish you the greatest success.

Case No. D-1-GN-13-002497

GENERAL LAND OFFICE	*	IN THE DISTRICT COURT OF
	*	
Plaintiff	*	
	*	
v.	*	TRAVIS COUNTY TEXAS
	*	
CITY OF GALVESTON AND	*	
CDM SMITH, INC.	*	
	*	
Defendants	*	201st JUDICIAL DISTRICT

RULE 11 AGREEMENT

TO THE HONORABLE COURT:

Come now the Parties, the General Land Office (GLO), the City of Galveston (City) and CDM Smith, Inc. (CDM), and, pursuant to Tex.R.Civ.Pro. Rule 11, file this Agreement to provide for the dismissal of claims with prejudice by the GLO and the City against CDM; by CDM against the GLO and the City; and by CDM and the City against GLO officials and employees in their official and/or individual capacities, whether or not now named and/or currently employed by the GLO. The parties agree to the partial disposition of this case as follows:

- 1) CDM and the City contemplate a settlement agreement being reached and a final payment being made by the City to CDM in complete satisfaction of a judgment rendered in a related case identified as Case No. 13-CV-0844, CDM Smith Inc. v. City of Galveston, in the 56th Judicial District of Galveston County, Texas (the "Galveston County case"). Upon such final payment, CDM will file a Notice of Full Release and Satisfaction of Judgment with the 56th Judicial District Court of Galveston County effecting final and complete settlement and dismissal of that case as provided by the parties thereto in a separate settlement agreement.
- 2) Upon receipt by both the GLO and the City of a copy of the Notice of Full Release and Satisfaction of Judgment filed by CDM with the 56th Judicial District Court of Galveston County, the Parties will jointly file a notice of nonsuit with prejudice of any and all claims presented or which could be presented in the instant litigation a) by or against CDM and b) against any and all GLO officials and employees in their official and/or individual capacities, whether or not currently employed by the GLO, including, but not limited to: Jorge Ramirez, Maureen Mahoney, Pete Phillips, Mark Havens and David Repp. The City further stipulates and agrees that it will not add any GLO officials or employees as defendants in either their official or individual capacities. The Parties acknowledge that the Travis County case will continue between the City and the GLO, that the GLO's pending motion to lift temporary stay and/or abatement for the limited purposes of pursuing sanctions will survive the contemplated dismissal with prejudice of CDM from the Travis County case and that the GLO will not file additional motions seeking any relief from CDM for conduct prior to the date of this Rule 11 Agreement.
- 3) Consistent with the provision in the Agreement between the City and CDM for Community Development Block Grant

Disaster Recovery Management Services signed by Galveston City Manager Steve LeBlanc on October 27, 2009, as amended. It is mutually agreed among the Parties that the obligation of CDM to repay any previously paid CDBG-DR funds in the event they are disallowed by the United States Department of Housing and Urban Development (HUD), shall continue in effect, and shall also apply to any disallowance applied to the GLO by HUD. This obligation shall apply only to the previously paid amount of Eight Million Four Hundred Thousand Dollars (\$8,400,000) during the conduct of the work by CDM as program administrator. This obligation of CDM shall apply in the event of action by HUD to recover such previously paid amounts by HUD from the City or from the GLO. Under this provision either the City or the GLO may enforce the cited provision and directly recover any amounts previously paid by HUD which are repaid or required to be repaid to HUD.

Signed by the parties through their respective counsel as follows on this the dates indicated next to their signatures below on separate signature pages.

SIGNATURE PAGES FOLLOW

For the General Land Office

Mark Oshan with permission and for Mitzi Shannon

Mitzi Shannon

State Bar Number 20328100

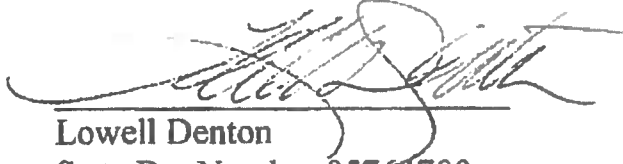
KEMP SMITH LLP

221 North Kansas, Suite 1700

El Paso, Texas 79901

915 533 4424

For the City of Galveston:

A handwritten signature in black ink, appearing to read 'Lowell Denton', is written over a horizontal line.

Lowell Denton

State Bar Number 05764700

Denton Navarro Rocha & Bernal PC

2517 N. Main Avenue

San Antonio, Texas 78212

210 227 3242

For CDM Smith, Inc.

A handwritten signature in black ink, appearing to read "Roland Garcia", with a stylized flourish at the end.

Roland Garcia

State Bar Number 07645250

Greenberg Traurig, LLP

1000 Louisiana, Suite 1700

Houston, Texas 77002

713 374 3500

ORDINANCE NO. 19-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, ORDERING AND CALLING A SPECIAL ELECTION TO BE HELD IN THE CITY ON MAY 4, 2019, TO DETERMINE WHETHER TO EXTEND THE IMPOSITION OF A FEE FOR PARKING A MOTOR VEHICLE ON SEAWALL BOULEVARD BETWEEN THE HOURS OF 10:00 A.M. AND 6:00 P.M. DAILY, TO BE COLLECTED BY A PAID PARKING SYSTEM WITH USE OF THE PROCEEDS RESTRICTED TO FUNDING SEAWALL ENHANCEMENTS, INCLUDING BUT NOT LIMITED TO LIGHTING, BATHROOMS, SHOWERS, LANDSCAPING, MAINTENANCE, AND LITTER CONTROL, WITH THE CREATION OF A RESERVE FOR THE REPLACEMENT OF CAPITAL IMPROVEMENTS ON THE SEAWALL AND 10% OF THE PROCEEDS FOR ADMINISTRATIVE COSTS, ALL IN ACCORDANCE WITH STATE LAW; AND GIVING THE CITY COUNCIL AUTHORITY TO INCREASE THE FEE FOR PARKING A MOTOR VEHICLE ON SEAWALL BOULEVARD TO AN AMOUNT OF \$2.00 PER HOUR, WITH A MINIMUM PURCHASE OF 2 HOURS, AND NOT TO EXCEED \$16.00 PER DAY, AND AN ANNUAL PERMIT NOT TO EXCEED \$45.00, UNTIL DECEMBER 31, 2029 UNLESS OTHERWISE RENEWED OR AMENDED BY A MAJORITY OF QUALIFIED VOTERS; AUTHORIZING THE CITY MANAGER TO EXECUTE AN ELECTION SERVICES AGREEMENT WITH GALVESTON COUNTY TO HOLD AND CONDUCT THIS ELECTION; DESIGNATING THE POLLING PLACES; DESIGNATING HOURS FOR VOTING; PROVIDING FOR PUBLICATION OF NOTICE OF THE ELECTION; PROVIDING BILINGUAL ELECTION REQUIREMENTS; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, Article III, Section 7 of the Charter of the City of Galveston, Texas, provides “[t]he City of Galveston shall be prohibited from charging a fee for parking a motor vehicle on Seawall Boulevard, until such fee and method of collecting such fee is approved at an election by a majority of qualified voters voting in such election”; and,

WHEREAS, an election was held on May 14, 2011 on the proposition (known herein as Seawall Parking) whether the City should have the authority to charge a fee for parking a motor vehicle on Seawall Boulevard, which was approved by a majority of qualified voters; and

WHEREAS, paid Seawall Parking is set to expire on or about July 27, 2020, unless otherwise approved by a majority of qualified voters; and,

WHEREAS, the City desires to submit to the qualified voters of the City of Galveston proposals to extend Seawall Parking and adjust the current fee schedule; and,

WHEREAS, the City Council, pursuant to the applicable provisions of the Texas Election Code, intends to contract with Galveston County for election services; and,

WHEREAS, Section 41.001(a) of the Texas Election Code provides that political subdivisions, such as the City of Galveston, may call and hold elections on certain dates in the year; and

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

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

SECTION 2. It is ordered that a special election be held in the City of Galveston on Saturday, May 4, 2019, between the hours of 7:00 a.m. and 7:00 p.m., at which election the following proposition shall be submitted to the qualified voters of the City for their action thereon.

PROPOSITION A

SHALL THE CITY COUNCIL HAVE THE AUTHORITY TO EXTEND THE IMPOSITION OF A FEE FOR PARKING A MOTOR VEHICLE ON SEAWALL BOULEVARD BETWEEN THE HOURS OF 10:00 A.M. AND 6:00 P.M. DAILY, TO BE COLLECTED BY A PAID PARKING SYSTEM WITH USE OF THE PROCEEDS RESTRICTED TO FUNDING SEAWALL ENHANCEMENTS, INCLUDING BUT NOT LIMITED TO LIGHTING, BATHROOMS, SHOWERS, LANDSCAPING, MAINTENANCE, AND LITTER CONTROL, WITH THE CREATION OF A RESERVE FOR THE REPLACEMENT OF CAPITAL IMPROVEMENTS ON THE SEAWALL AND 10% OF THE PROCEEDS FOR ADMINISTRATIVE COSTS, ALL IN ACCORDANCE WITH STATE LAW; AND GIVING THE CITY COUNCIL AUHTORITY TO INCREASE THE FEE FOR PARKING A MOTOR VEHICLE ON SEAWALL BOULEVARD TO AN AMOUNT OF \$2.00 PER HOUR, WITH A MINIMUM PURCHASE OF 2 HOURS, AND NOT TO EXCEED \$16.00 PER DAY, AND AN ANNUAL PERMIT NOT TO EXCEED \$45.00, UNTIL DECEMBER 31, 2029 UNLESS OTHERWISE RENEWED OR AMENDED BY A MAJORITY OF QUALIFIED VOTERS?

SECTION 3. That the proposition shall appear on the ballot of this election in the following form:

SPECIAL ELECTION

City of Galveston, Texas

May 4, 2019

OFFICIAL BALLOT

Proposition related to Paid Seawall Parking

PROPOSITION A

SHALL THE CITY COUNCIL HAVE THE AUTHORITY TO EXTEND THE IMPOSITION OF A FEE FOR PARKING A MOTOR VEHICLE ON SEAWALL BOULEVARD BETWEEN THE HOURS OF 10:00 A.M. AND 6:00 P.M. DAILY, TO BE COLLECTED BY A PAID PARKING SYSTEM WITH USE OF THE PROCEEDS RESTRICTED TO FUNDING SEAWALL ENHANCEMENTS, INCLUDING BUT NOT LIMITED TO LIGHTING, BATHROOMS, SHOWERS, LANDSCAPING, MAINTENANCE, AND LITTER CONTROL, WITH THE CREATION OF A RESERVE FOR THE REPLACEMENT OF CAPITAL IMPROVEMENTS ON THE SEAWALL AND 10% OF THE PROCEEDS FOR ADMINISTRATIVE COSTS, ALL IN ACCORDANCE WITH STATE LAW; AND GIVING THE CITY COUNCIL AUTHORITY TO INCREASE THE FEE FOR PARKING A MOTOR VEHICLE ON SEAWALL BOULEVARD TO AN AMOUNT OF \$2.00 PER HOUR, WITH A MINIMUM PURCHASE OF 2 HOURS, AND NOT TO EXCEED \$16.00 PER DAY, AND AN ANNUAL PERMIT NOT TO EXCEED \$45.00, UNTIL DECEMBER 31, 2029 UNLESS OTHERWISE RENEWED OR AMENDED BY A MAJORITY OF QUALIFIED VOTERS?

☐ YES

☐ NO

As to the foregoing proposition each voter shall indicate his/her vote by marking the appropriate box which registers either a vote "YES" or a vote "NO".

SECTION 4. That the Special Election hereby called and ordered shall be conducted in accordance with the provisions of this Ordinance, the requirements of *The City Charter* of the City of Galveston, and the Constitution and laws of the State of Texas regulating the holding of municipal elections. The election called and ordered shall also be conducted in accordance with the provisions of the Elections Services Agreement by and between the City and Galveston County (approved by the City on January 24, 2019). The ballots used in voting herein shall conform to all requirements of the laws of the State of Texas governing same.

SECTION 5. (a) In accordance with Chapter 43 and other applicable provisions of the Texas Election Code, this election shall be conducted utilizing countywide polling places as designated by the County of Galveston. The City Council hereby designates the locations listed in **Exhibit 1** as countywide polling places to be utilized for this election.

(b) The County of Galveston shall appoint eligible persons as presiding election judges and alternate presiding election judges to conduct the election in the respective voting precincts in accordance with the Texas Election Code.

(c) The presiding judge of each such Election Precinct shall appoint at least two (2), but no more than five (5), qualified voters to serve as election clerks. The alternate presiding judge shall serve as one of the clerks in an election conducted by the regularly appointed presiding judge. At least one clerk who is Spanish speaking shall be appointed to serve at each polling place. Compensation for the election judge and the alternate judge and clerks shall be fixed at a rate of \$10.00 per hour.

SECTION 6. All qualified voters shall be entitled to vote at the election hereby called and ordered. The election shall be conducted in accordance with the laws of the State of Texas, between the hours of 7 o'clock a.m. and 7 o'clock p.m. on May 4, 2019.

SECTION 7. The ballots shall conform to all requirements of the laws of the State of Texas governing the same.

SECTION 8. Voting machines and/or ballot boxes shall be used in the election in accordance with the provisions of the laws of the State of Texas relating to the use of voting machines, ballot boxes, and elections. Pursuant to the Election Services Agreement with the City of Galveston, the Hart Intercivic Direct Record Electronic (DRE) Voting Machines will be used during the conduct of the subject election being called by this Ordinance.

SECTION 9. (a) In compliance with Section 271.006 of the Texas Election Code, Dwight D. Sullivan, Galveston County Clerk shall serve as the Early Voting Clerk. The County Clerk is authorized to appoint additional deputy clerks as needed to process early voting mail and to conduct early voting by personal appearance.

(b) The main early voting polling place is designated as the Galveston County Justice Center, 600 – 59th Street, 2nd Floor Conference Room, Galveston, Texas 77551. Early voting by personal appearance is also available at those locations provided in **Exhibit 1**, and such other early voting polling places as designated by the Early Voting Clerk. Qualified electors voting early who are unable to vote in person shall vote by mail as prescribed by the laws of the State of Texas. Applications for ballots by mail may be sent to the Early Voting Clerk as follows:

By Mail: Attn: Ballots by Mail, c/o Dwight D. Sullivan, Galveston County Clerk, P. O. Box 17253, Galveston, Texas 77552-7253;

By Fax: 409.765.3249 (Please put “Attention Ballots By Mail” on the cover sheet); or

By Email: absenteeballotapplications@co.galveston.tx.us (If this method is used, an application from the County Clerk’s Elections Division website will need to be printed, filled out completely, signed, and scanned before submitting as an attachment to the email).

In accordance with Section 84.007 of the Texas Election Code, the first day to apply for a ballot by mail was January 1, 2019. The last day to apply for a ballot by mail is April 23,

2019 (received, not postmarked). The original application must be mailed and received not later than four days after the copy is submitted by fax or email.

The Galveston County Clerk must physically receive marked ballots by the last mail delivery on Election Day which is Saturday, May 4, 2019 at 3:00 o'clock p.m. If a marked ballot is being mailed from outside of the United States, the ballot must be received by the last mail delivery on the fifth day after Election Day. In addition, marked ballots from individuals voting by mail may be hand delivered in person only while polls are open on Election Day. Only the person casting the marked ballot may surrender the ballot in person. Such ballots will be accepted between the hours of 7:00 a.m. and 7:00 p.m. at the Galveston County Clerk's Office, Elections Division, 600 – 59th Street, 3rd Floor, Galveston, Texas 77551.

(c) Early voting by personal appearance shall begin on Monday, April 22, 2019 and end on Tuesday, April 30, 2019, and shall be conducted at during the following hours:

<i>Day</i>	<i>Date</i>	<i>Hours of operation</i>
Monday	April 22, 2019	8:00 a.m. to 5:00 p.m.
Tuesday	April 23, 2019	8:00 a.m. to 5:00 p.m.
Wednesday	April 24, 2019	8:00 a.m. to 5:00 p.m.
Thursday	April 25, 2019	8:00 a.m. to 5:00 p.m.
Friday	April, 26 2019	8:00 a.m. to 5:00 p.m.
Saturday	April 27, 2019	Closed
Sunday	April 28, 2019	Closed
Monday	April 29, 2019	7:00 a.m. to 7:00 p.m.
Tuesday	April 30, 2019	7:00 a.m. to 7:00 p.m.

There will be no early voting by personal appearance on Saturday, April 27, 2019 and Sunday, April 28, 2019.

(d) The City Council hereby appoints Douglas Godnich to the Early Voting Ballot Board.

Compensation for members of the Early Voting Ballot Board shall be the same as that fixed for presiding election judges, except that if the Board completes the work in less than 10 hours, the member may be paid for ten (10) hours in accordance with section 87.005 of the Texas Election Code.

SECTION 10. (a) Notice of said election shall be given (1) by filing a copy of this election Ordinance with the City Secretary; and (2) by publication as required by state law. The notice shall be in accordance with state law.

(b) The Mayor is hereby authorized to sign an “Order of Election” and “Notice of Special Election.” Council directs the City Secretary to post the “Order of Election” and publish and post the “Notice of Special Election”, in both English and Spanish in accordance with State and Federal law.

SECTION 11. Officers of the election shall immediately at the close of the election return to the City Council the results of the election. The City Council shall canvass the returns and declare the results of the election as provided in the Agreement between the City and the County, and as permitted by law.

SECTION 12. The provisions of 52 U.S.C.A. § 10503, 28 C.F.R. Part 55, and section 272.001 et seq. of the Texas Election Code, regarding members of a single-language minority, shall be observed with respect to printing, programming, and disseminating voting notices, forms, balloting materials, instructions, assistance or other materials or information relating to the electoral process, including ballots, and all such election materials shall be printed, programmed, processed, and/or provided in the Spanish language as well as the English language, and at each Election precinct there shall be a Judge, Alternate Judge, or Clerk who is fluent in the Spanish language and who shall be instructed and required to provide assistance to any voter desiring same.

SECTION 13. The City Council of the City of Galveston hereby requests Galveston County to provide election services and to conduct the election in accordance with Texas Election Code Chapter 31. The City Council hereby authorizes the City Manager to approve all election expenses and execute a contract with Galveston County, Texas, to perform election services in substantially the same form as “**Exhibit A**”.

SECTION 14. The County of Galveston shall appoint eligible persons in the following capacities in accordance with the Texas Election Code, and those persons shall have the duties and responsibilities as prescribed by state law:

Central County Station Manager, Clerk, Tabulation Supervisor, Assistant to the Tabulation Supervisor, Judge of the Central County Station, and Clerks.

SECTION 15. The City Secretary is hereby authorized and instructed to provide and furnish all necessary election supplies to conduct said election and to comply with federal, state, and local laws and in the conduct thereof. This will be provided through the Election Services of the County of Galveston.

SECTION 16. The City Council reserves the right to amend or modify this Ordinance, including, but not limited to, the Early Voting and Election Day polling locations.

SECTION 17. In the event any provision of the Election Services Agreement with the County conflicts with any provision of this Ordinance, the provisions of this Ordinance shall control with respect to the City election.

SECTION 18. 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, because the same would have been enacted by the City Council without the incorporation in this Ordinance of any such invalid phrase, clause, sentence, paragraph or section.

SECTION 19. It is hereby officially found and determined that notice of the meeting at which this ordinance is adopted was given as required by the Texas Open Meetings Act, and that such meeting has been open to the public at all times when this ordinance was discussed and acted on.

SECTION 20. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 21. 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 22. This Ordinance shall be and become effective from and after its adoption and publication in accordance with the provisions of the Charter of the City of Galveston.

APPROVED AS TO FORM:

DONALD S. GLYWASKY
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 January 24, 2019, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2019.

City Secretary for the City Council
of the City of Galveston, Texas

EXHIBIT 1

Election Day, Saturday May 4, 2019, Voting Locations for City of Galveston

Galveston County Courthouse
722 Moody Street
Galveston, TX 77550

Moody Methodist Church
2803 53rd Street
Galveston, TX 77551

Seaside Baptist Church
16534 Termini-San Luis Pass Rd.
Jamaica Beach, TX 77554

GISD Admin Building
3904 Ave. T
Galveston, TX 77551

Rebecca Sealy Hospital
404 8th St., Classroom 1st Floor
Galveston, TX 77555

Weis Middle School
7100 Stewart Rd.
Galveston, TX 77551

Alamo School
5200 Ave. N ½
Galveston, TX 77550

L.A. Morgan
1410 37th Street
Galveston, TX 77550

Early Voting Branch Locations For City of Galveston

Galveston County Justice Center
600 – 59th Street
2nd Floor Conference Room
Galveston, Texas 77551

Galveston County Courthouse
722 Moody Street
Galveston, TX 77550

Seaside Baptist Church
16534 Termini-San Luis Pass Rd.
Jamaica Beach, TX 77554

Moody Methodist Church
2803 53rd Street
Galveston, TX 77551

EXHIBIT A

CONTRACT FOR ELECTION SERVICES BETWEEN GALVESTON COUNTY AND THE CITY OF GALVESTON, TEXAS

ORDINANCE NO. 19- _____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING CHAPTER 34 "TRAFFIC" ARTICLE III- "VEHICLE OPERATION" OF THE CODE OF THE CITY OF GALVESTON, 1982, AS AMENDED BY ADDING REGULATIONS FOR THE SAFE PASSAGE BY MOTORISTS OF "VULNERABLE ROAD USERS", PROVIDING DEFINITIONS", REQUIRING SAFE PASSAGE SPEED AND MINIMUM DISTANCE MOTORISTS MUST MAINTAIN WHILE PASSING VULNERABLE ROAD USERS; PROHIBITING THE THROWING OF ANY OBJECT AT A VULNERABLE ROAD USER, THE USER'S EQUIPMENT OR OTHER INTIMIDATING MANUEVERS; AMENDING CHAPTER 9, "BICYCLES" TO REQUIRE BICYCLES TO HAVE A REAR FACING RED LIGHT; PROVIDING FOR PENALTIES; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Galveston has a goal to encourage citizens to utilize forms of transportation other than motor vehicles. Bicyclists, pedestrians and other users of the streets are allowed to use the roadways under certain circumstances in Texas. Herein known as "vulnerable road users", these vulnerable road users do not have the same physical protections as conventional motorists and are at a greater risk of injury or death in connection with their lawful use of the roadway; and,

WHEREAS, the City recognizes that there is a direct correlation of increased bodily harm between a motor vehicle's speed and distance in relation to a vulnerable road user and a decrease in speed and a minimum distance impacts the life and safety of a vulnerable road user; and,

WHEREAS, this greater risk of injury these vulnerable road users face justifies taking steps to afford them the benefit of some standards of conduct by operators of motor driven vehicles. Accordingly, the City wishes to promulgate requirements for users of motor vehicles to safely pass vulnerable road users who are utilizing the streets of Galveston; and,

WHEREAS, state law requires a bicycle to be equipped with an operational white light on the front of a bicycle, the City recognizes that an operational red light/lamp on the rear of a bicycle affords more protections to a vulnerable road user; and,

WHEREAS, the City Council of the City of Galveston has determined that it is in the interest of the public health and safety to amend the Code of the City of Galveston to add regulations for the protection of vulnerable road users;

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

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

SECTION 2. Chapter 34 “Traffic” Article III “Vehicle Operation” of the “Code of the City of Galveston 1982 as amended” is hereby amended to read and provide as follows:

Sec. 34-77 — ~~34-85.~~ — ~~Reserved.~~ **Minimum Distance between a motor vehicle and a vulnerable road user**

(a) Definitions. The following words, terms and phrases, when used in this section will have the meanings, respectively ascribed to them, except when the context clearly indicates a different meaning:

(1) **Motor vehicle** - a self-propelled vehicle including a passenger car, light truck, motorcycle, bus, commercial conveyance, or any other vehicle used to transport people or goods and which is powered by either an internal combustion engine, electric motor or a combination thereof.

(2) **Passing Safe distance** - when road conditions allow, at least three feet from the side of a vulnerable road user

(3) **Vulnerable road user** - including, but not limited to:

(i) A pedestrian (including a runner), stranded motorist or passenger, highway construction or maintenance worker, tow truck operator, or utility worker in or adjacent to the roadway;

(ii) A person on horseback or operating a horse-driven conveyance, in the roadway;

(iii) A person operating a bicycle (also including an electric bicycle), or other human-powered wheeled vehicle in the roadway, or motor assisted wheelchair.

(b) Action required. An operator of a motor vehicle shall maintain a safe distance while trailing a vulnerable road user, and while passing a vulnerable road user.

(1) An operator of a motor vehicle shall vacate the lane in which the vulnerable road user is located if the highway has two or more marked lanes running in the same direction and if such action can be taken safely.

(i) For the purposes of this section, a marked lane does not include a bicycle lane. An operator of a motor vehicle passing a vulnerable road user in a bicycle lane shall adhere to the requirements of section (b) (2);

(2) An operator of a motor vehicle on a city street, shall slow to a speed not to exceed 20 miles per hour less than the posted speed limit, or a maximum speed of 20 miles per hour, whichever is greater, and pass the vulnerable road user at a safe distance. If there is no posted speed limit, an operator of a motor vehicle shall slow to a speed of 20 miles per hour when passing a vulnerable road user.

(c) Prohibited actions. An occupant of a motor vehicle may not:

(1) Fail to maintain a safe distance or speed while following or passing a vulnerable road user;

(2) Throw or project any object or substance at or against a vulnerable road user, or the user's animal, equipment, vehicle or conveyance;

(3) Maneuver the vehicle in a manner that is intended to cause intimidation or harassment to a vulnerable road user.

(d) Affirmative defense. It is an affirmative defense to prosecution under this section that, at the time of the offense, the vulnerable road user was acting in violation of any applicable traffic laws that resulted in a violation of this ordinance.

(e) Penalty. Violations of this Section is a Class C misdemeanor punishable by a fine not to exceed five hundred dollars (\$500.00).

Sec. 34-78 – 34-85. – Reserved.

SECTION 3. Chapter 9 “Bicycles” of the “Code of the City of Galveston 1982 as amended” is hereby amended to read and provide as follows:

Sec. 9-3. - Obedience to traffic control devices and lighting requirements.

(a) Any person operating a bicycle shall obey the instructions of official traffic control signals, signs and other devices applicable to vehicles unless otherwise directed by a police officer.

(b) Whenever authorized signs are erected indicating that no right, left or U-turn is permitted, no person operating a bicycle shall disobey the direction of any such sign except when such person dismounts from the bicycle to make such turn; in which event such person shall then obey the regulations applicable to pedestrians.

(c) In addition to the white light required by the Texas Transportation Code Section 551.104, a person may not operate a bicycle at nighttime unless the bicycle is equipped with a lamp that emits a red light visible from a distance of 500 feet to the rear of the bicycle.

(d) Penalty. Violations of this Section is a Class C misdemeanor punishable by a fine not to exceed Fifty Dollars (\$50.00).

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

SECTION 5 All ordinances or the 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:

TREVOR FANNING
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 January 24, 2019, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of 2019.

Secretary for the City Council
Of the City of Galveston

ORDINANCE NO. 20-__

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING “THE CODE OF THE CITY OF GALVESTON 1982, AS AMENDED,” CHAPTER 20.5-17 “MARDI GRAS” ARTICLE IX- “ENTERTAINMENT AREAS” TO ENSURE REASONABLE ACCESS FOR RESIDENTS AS WELL AS EMPLOYERS AND THEIR EMPLOYEES LIVING AND/OR WORKING WITHIN THE ENTERTAINMENT AREA, AND OTHERWISE PROVIDING FOR A REASONABLE ADMISSION FEE TO THE ENTERTAINMENT AREA; REPEALING ALL OTHER ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 18, 1986, the City Council adopted Ordinance No. 86-70 creating Chapter 20.5 of the City Code setting forth rules and regulations for the annual Mardi Gras events; and,

WHEREAS, the Galveston Mardi Gras events period is defined as the twenty (20) day period immediately preceding Ash Wednesday of each year; and

WHEREAS, there are certain days within the 20 day Mardi Gras period where there is restricted access by the public to the designated entertainment area established pursuant to City Code Section 20.5-17 (b) and such restricted access has been established promote the public health and safety through control of the crowds in the area; and

WHEREAS, pursuant to City Code Section 20.5-14.1 the city has named an exclusive concessionaire to operate Mardi Gras activities within the designated entertainment area defined by the City; and

WHEREAS, pursuant to City Code Section 20.5.17 entry to the designated Mardi Gras entertainment area is by paid admission; and

WHEREAS, access of residents living in and employers and employees working in the paid entertainment area has been afforded by the exclusive concessionaire by passes given by the concessionaire so as to allow reasonable free access to residences and places of employment without the need to pay any access fee; and

WHEREAS, the City Council of the City of Galveston deems it advisable to ensure the continued reasonable free access to residents and employers and employees to the designated entertainment area as set forth herein.

WHEREAS, the City Council of the City of Galveston, Texas, deems it in the public interest to amend Chapter 20.5, “**MARDI GRAS**” of “The Code of The City of Galveston 1982, as amended, to provide for the provision of a minimal entry fee to the entertainment area and to ensure access to places of residence employment as provided in Section 2 of this Ordinance below.

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

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

SECTION 2. Section 20.5-17 “Mardi Gras” Article IX “Entertainment Areas” of “The Code of the City of Galveston 1982, as amended” is hereby amended to read and provide as follows:

(d) To operate the celebration, the ~~organizer or promoter~~ exclusive concessionaire of the celebration will require an entry fee of at least one dollar (\$1.00) per entry into the celebration with the final entry fee negotiated between the City and the exclusive concessionaire. The organizer or promoter must submit a physical and electronic copy of the documentation for the number of entries at the event and forward the documentation and entry fees to the city within thirty (30) days of the end of the event.

(e) The exclusive concessionaire shall provide at no cost a pass to each resident, as well as a reasonable number of guests of the resident, living within the entertainment district, to allow access to the residence without the payment of the entry fee to the entertainment area. The exclusive concessionaire shall provide at no cost a pass to each employer and employee to allow them access to their place of employment without the payment of the entry fee to the entertainment district. Application for employees shall be made by their employer and shall be supported by reliable employment records with personal data redacted. The residents and employers must make application to the concessionaire at least seven days prior to the first day the entertainment district is physically created.

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

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

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

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

APPROVED AS TO FORM:

DONALD S. GLYWASKY
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 _____, 2019, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2019.

Secretary for the City Council
of the City of Galveston



City of Galveston

FLEET FACILITIES STAFF REPORT

January 15, 2019

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for the approval of an ordinance of the City of Galveston that would allow overnight parking and/or camping on Seawall Blvd. during the first weekend of the annual Mardi Gras event and in addition, increase the parking violation fine from \$50 to \$250 per incident (night) for overnight parking and/or camping during the preceding Monday through Thursday of the first weekend of the annual Mardi Gras event.

I. Background

- A. In the past, islanders and some out of town guests would park on Seawall Blvd. during the first weekend of the annual Mardi gras event which resulted with overnight parking and/or camping.
- B. Galveston has a no camping ordinance (Chapter 8, Section 8-6) which prohibits overnight camping from midnight to 5:00 A.M. on Seawall Blvd.
- C. Each year an action item was passed by council allowing overnight parking which benefited these islanders and some out of town guests.
- D. Additionally, vehicles (and other items) would park on Seawall during the preceding Monday through Thursday of the first weekend of the annual Mardi gras event in attempt to reserve a location to watch parades. The fine for this parking violation is \$50 per night.
- E. Staff has requested an ordinance that would eliminate the annual action item allowing overnight parking and/or camping and in addition, increase the parking violation fine from \$50 to \$250 nightly in order to discourage the reserving of parking spots during the onset of the first weekend event.
- F. This ordinance does NOT eliminate the paid parking fees that will still be required to park.

II. Current Situation

The City Council will have to approve an ordinance of the City of Galveston that would allow overnight parking and/or camping on Seawall Blvd. during the first weekend of the annual Mardi Gras event and in addition, increase the parking violation fine from \$50 to \$250 per incident (night) for overnight parking and/or camping during the preceding Monday through Thursday of the first weekend of the annual Mardi Gras event.





City of Galveston

FLEET FACILITIES STAFF REPORT

III. Alternatives in order of priority

A. Approve:

1. Cost - none - revenue from parking violation fines
2. Timing - as soon as possible.
3. Departmental Improvements - will reduce reserve parking problems

B. Do not approve;

1. Cost - None
2. Timing - N/A
3. Departmental Improvements - reserve parking problem will occur

IV. Recommendation

Concur in Alternative A; approve an ordinance of the City of Galveston that would allow overnight parking and/or camping on Seawall Blvd. during the first weekend of the annual Mardi Gras event and in addition, increase the parking violation fine from \$50 to \$250 per incident (night) for overnight parking and/or camping during the preceding Monday through Thursday of the first weekend of the annual Mardi Gras event.

V. Fiscal Impact Report

Requested by	David Smith Executive Director
Funding Source	N/A
Cost	Will create revenue
Savings Estimation	Will create revenue

Respectfully Submitted,

David Smith
Executive Director



ORDINANCE NO. 19-__

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING “THE CODE OF THE CITY OF GALVESTON 1982, AS AMENDED,” CHAPTER 20.5 “MARDI GRAS” BY ALLOWING OVERNIGHT PARKING AND/OR OVERNIGHT CAMPING ON SEAWALL BLVD DURING THE FIRST WEEKEND OF MARDI GRAS; INCREASING THE PARKING FINE PROVISION FROM FIFTY (\$50.00) DOLLARS TO TWO HUNDRED AND FIFTY (\$250.00) DOLLARS (PER NIGHT), FOR OVERNIGHT PARKING VIOLATIONS DURING THE PRECEDING MONDAY THROUGH THURSDAY OF THE FIRST WEEKEND OF MARDI GRAS AND THE FOLLOWING SUNDAY THROUGH THURSDAY OF THE FINAL WEEK OF MARDI GRAS; REPEALING ALL OTHER ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 18, 1986, the City Council adopted Ordinance No. 86-70 creating a new chapter of the City Code setting forth rules and regulations for the annual Mardi Gras events; and,

WHEREAS, the Galveston Mardi Gras events period is defined as the twenty (20) day period immediately preceding Ash Wednesday of each year. The Mardi Gras celebration traditionally attracts more than 250,000 visitors each year to Galveston and there is a need to afford for accommodation of those many visitors during the Mardi Gras events; and,

WHEREAS, in the past islanders and some out of town guests would park on Seawall Blvd. prior to the onset of the first weekend parades which would involve overnight parking and/or overnight camping; and,

WHEREAS, allowing overnight parking and/or overnight camping on Seawall Boulevard during the first weekend of the Mardi Gras events would encourage and assist visitors in participating in this spectacular event which increases tourism in Galveston; and,

WHEREAS, Staff recommends an amendment to allow overnight parking and/or overnight camping on Seawall Boulevard during the first weekend of the Mardi Gras event; and,

WHEREAS, during the Monday to Thursday of the preceding week of the first weekend of Mardi Gras and the following Sunday through Thursday of the final week of Mardi Gras there is a noticeable increase in overnight parking violations. Overnight parking violators hinder the ability of the City to properly maintain the Seawall Blvd. area of trash, debris and abandoned materials. In addition, overnight parking violators fail to move their vehicles in order to keep and/or “reserve” a spot for the Mardi Gras weekend events; and,

WHEREAS, Staff recommends an increase in the overnight parking violation fine from Fifty (\$50.00) Dollars to Two Hundred and Fifty (\$250.00) Dollars during the Monday to Thursday of the preceding week of the first weekend of Mardi Gras and the following Sunday through Thursday of the final week of Mardi Gras, in order to properly maintain the Seawall Blvd.,

to decrease trash, debris and abandoned materials and to deter and discourage “reservation” of spots for the Mardi Gras festivities; and,

WHEREAS, this amendment will not affect parking regulations other than the allowance of overnight parking and/or overnight camping on Seawall Blvd, and the increased fine as provided in section 2 below; and,

WHEREAS, the City Council of the City of Galveston, Texas, deems it in the public interest to amend Chapter 20.5, “**MARDI GRAS**” of “The Code of The City of Galveston 1982, as amended, to provide for overnight parking and/or overnight camping on Seawall Boulevard as provided in Section 2 of this Ordinance below.

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

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

SECTION 2. Section 20.5 “Mardi Gras” of “The Code of the City of Galveston 1982, as amended” is hereby amended to read and provide as follows:

Secs. 20.5-19 - 20.5-29. – Reserved.

Sec. 20.5 – 19. Overnight Parking / Overnight Camping.

The overnight parking and overnight camping regulations of the City Code shall not apply to the first weekend of the Galveston Mardi Gras events period as provided below:

- (a) Overnight parking and/or overnight camping shall be allowed on the Seawall Boulevard from 6th Street to 59th Street, from 63rd Street to 89th Street, and from the 9300 block of Seawall Boulevard to the western terminus of the Seawall, from midnight to 5:00 a.m. including Saturday and Sunday during the first weekend of the Galveston Mardi Gras event.
- (b) Only current registered vehicles, as defined by the Texas Department of Motor Vehicles, may utilize this overnight parking and/or overnight camping provision during the applicable Mardi Gras time period.
- (c) Notwithstanding subsection (a) hereof, all other regulations pertaining to parking or camping on the Seawall Blvd shall apply and remain in effect.

Secs. 20.5-20 – Penalty - Overnight Parking Violation

- (a) During the Monday to Thursday of the preceding week of the first weekend of Mardi Gras, any person who violates the overnight parking provisions on

the Seawall Blvd., shall be guilty of a misdemeanor punishable by a fine of Two Hundred and Fifty (\$250.00) Dollars. Each night in violation is a separate offense.

(b) During the Sunday through Thursday of the final week of Mardi Gras, any person who violates the overnight parking provisions on the Seawall Blvd., shall be guilty of a misdemeanor punishable by a fine of Two Hundred and Fifty (\$250.00) Dollars. Each night in violation is a separate offense.

20.5-21 – 20.5 -29. – Reserved.

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

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

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

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

APPROVED AS TO FORM:

DONNA M. FAIRWEATHER
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its Regular Meeting held on January 24, 2019, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2019.

Secretary for the City Council
of the City of Galveston



January 24, 2019
DRAFT



City of Galveston Dune Protection and Beach Access Plan

Prepared By:

COASTAL
Strategies Group, LLC

John Lee Jr.,
Managing Director

City of Galveston
Dune Protection and Beach Access Plan

Acknowledgements

The consolidation of the various City of Galveston governing coastal documents into a single document format would not have been possible without the foresight, support and dedicated efforts of local officials and their supporting staff. Coastal Strategies Group is very appreciative and would like to thank those participating in this project for their efforts.

Galveston City Council

Honorable James D. Yarbrough	Mayor
Honorable Amy Carmen Bly	Council Member, District #1
Honorable Dr. Craig Brown	Council Member, District #2
Honorable David Collins	Council Member, District #3
Honorable Jason Hardcastle	Council Member, District #4
Honorable John Paul Listowski	Council Member, District #5
Honorable Dr. Jackie Cole	Council Member, District #6

Industrial Development Corporation for the City of Galveston

Hon. James D. Yarbrough	Mayor / IDC President
Hon. Dr. Craig Brown	Council Member / IDC Vice President
Hon. Jason Hardcastle	Council Member / IDC Board Member
Hon. John Paul Listowski	Council Member / IDC Board Member
Mr. Bill Rider	IDC Board Member
Mr. Spencer Priest	Park Board of Trustees Chair / IDC Board Member
Ms. Gina Spagnola	Chamber of Commerce / IDC Board Member

City of Galveston Staff

Mr. Brian Maxwell	City Manager
Mr. Dan Buckley	Deputy City Manager
Mr. Brandon Cook	Assistant City Manager / IDC Treasurer & Secretary
Mr. Tim Tietjens	Director, Department of Development Services
Mr. Dustin Henry	Coastal Resource Program Manager
Ms. Virginia Greb	Coastal Resource Program Assistant Manager
Ms. Sara Martin	Administrative Aide, City Manager's Office

Texas General Land Office Staff

Ms. Angela Sunley	Director of Resource Management
Ms. Natalie Bell	Manager, Beach Access and Dune Protection Program
Mr. Rajiv Vedamanikam	Beach Access and Dune Protection, Upper Coast
Mr. Joshua Oyer	Beach Access and Dune Protection, Mid/Lower Coast

Professional Surveyors/Engineers

Mr. Sid Bouse, RPLS/LSLS	Coastal Surveying of Texas Inc.
Mr. Stephen Blaskey, RPLS/LSLS	High Tide Land Surveying
Mr. Cameron Perry, P.E.	HDR Engineering Inc.

Table of Contents

Executive Summary.....	1
Statement of Purpose.....	2
A) Requirement For a Dune Protection Permit and/or a Beachfront Construction Certificate.....	2-3
B) Consideration of Exemptions.....	3
C) Dune Protection Permit.....	3
D) Permitting Authorities.....	4
E) Building Requirements.....	4-5
F) Vegetation and Topography Seaward of the Dune Protection Line.....	5
G) Pre-Existing Uses: Destruction.....	6
H) Dune Walkovers.....	6-7
I) Beachfront Construction Certificate and Dune Protection Permit Application Requirements.....	7-8
J) Texas General Land Office	9
K) Termination of Permit and/or Certificate of Permit and/or Certificate.....	9
L) Beachfront Construction Certificate and Dune Protection Standards.....	10
M) Prohibitions.....	11-13
N) Technical Standards.....	13-14
O) The Mitigation Sequence.....	14-15
P) Special Standards for Eroding Areas.....	15-16
Q) Management of the Public Beach.....	16-17
R) Public Beach Use and Access.....	17-19
S) Beach User Fees.....	19-21
T) Beach Access.....	21-22
U) Penalties.....	22
V) Master Planned Developments.....	22
W) Repeal of Conflicting Ordinances – Severability.....	22
Appendix A- (1) Beach Access and Parking Plan.....	23-29
Appendix A- (2) Regulated Beach Areas.....	29
Appendix B- Definitions Section.....	30-37
Appendix C- City of Galveston Erosion Response Plan.....	38-64
ProgressGalveston! Exhibits are Work Products of HDR Engineering Inc., Exhibit A- Shoreline Change Zone Maps; Exhibit B- Dune Conservation Area Maps; Exhibit C- Beach Access Inventory and Evaluation; Exhibit D- Beach Access Maps; Exhibit E- Dune Restoration Priority.....	65-144

City of Galveston
Dune Protection and Beach Access Plan

Executive Summary

This project was generously funded through the Industrial Development Corporation of the City of Galveston and is an effort to consolidate the various documents governing building activities, permitting, access, mitigation practices, exemptions, and establishes a common terminology through a consistent set of definitions.

Previously, the City of Galveston has adopted and revised regulations for the “Development, Preservation and Protection of Sand Dunes” known locally as Section 29-90. Additionally, the City of Galveston has adopted and revised “Sand Dune Area Definitions” known locally as Section 29-54. Subsequently, Galveston City Council adopted an ordinance in 2015 with the purpose of re-locating 29-54 and 29-90 and the adopted ERP as three Articles of Chapter 29 of the municipal code, which was renamed to “Planning – Beach Access Dune Protection & Beachfront Construction.” Though each of these three articles were well written, together they were inconsistent, and their application has often resulted in confusion for residents and the State agencies charged with reviewing and commenting on potential permit applications.

During the first half of 2015, Coastal Strategies Group LLC, was contracted to conduct a review of the City of Galveston’s Erosion Response Plan and present recommendations on possible implementation strategies that included possible short, mid, and long range implementation strategies; as well as an assessment of existing ERP’s from other coastal jurisdictions, beachfront construction and building permit volumes, documentation of previous state funded grant awards, and a breakdown of potential impacts and costs to citizens. During this process it became evident there were inconsistencies between the documents, and as a result Coastal Strategies Group recommended a two phase approach to complete the unification process. This present effort to reconcile and consolidate the governing documents into a single “City of Galveston Dune Protection and Beach Access Plan” is the first phase of that two-step process. It is anticipated the second phase would examine among other topics beach access locations, number of access points and the issue of on-beach and off-beach parking.

For ease of use by all parties involved the intent of this document is to work within the framework of the former Section 29-90 document since it is easily the most familiar of the three documents. Provisions, terminology, and corresponding definitions have been “lifted” from the Erosion Response Plan and incorporated into the Section 29-90 format. Corresponding changes to the Erosion Response Plan to reflect text changes regarding the Building Setback Area has also been included in this document. However, the HDR developed ERP exhibits have not been revised as a part of this document consolidation. It was understood the mapping changes would be accomplished in the secondary Phase 2 amendment that addresses access, parking and the more controversial aspects of the overall Plan. The Definitions section found on pages 28-34 incorporates the former Section 29-54 and adds new terminology from the Erosion Response Plan. Similarly, the ERP has been modified to reflect revisions to the other sections of the overall plan.

An important factor in the development of this project is the understanding that a consistent document is vital to the efficient management of Galveston’s beach and dune system.

City of Galveston
Dune Protection and Beach Access Plan

In General, Statement of Purpose and Intention

Being located on an island in the Gulf of Mexico, Galveston is commonly subjected to such natural hazards as storm, flood and shoreline erosion. These hazards disrupt commerce and governmental services, impact the tax base and threaten public health, safety, and general welfare. It is to combat these hazards that development, preservation and protection of sand dunes is encouraged. However, many land uses reduce sand dunes' effectiveness in protecting against these hazards and are for this reason alone considered to be contrary to the public interest.

The Open Beaches Act and the Dune Protection Act require the Texas General Land Office to promulgate rules for the protection of critical dune areas and public beach use and access. The General Land Office is required to protect the public beach from erosion or reduction and adverse effects on public access and critical dune areas by regulating beachfront construction and other activities occurring along the shoreline of the Gulf of Mexico. The purpose of these Standards is to augment General Land Office rules and to protect the public health, safety and welfare by minimizing losses due to flood, storm, waves and shoreline erosion. These standards are in compliance with those minimum standards established by the General Land Office and formulated to be consistent with all Federal mandates. This Section provides standards for managing the public beach and human activities occurring on the property fronting the Gulf of Mexico, consistent with the Texas Natural Resources Code, Sec. 61.001 (Open Beaches Act), et seq, a copy of which is attached, and the Texas Natural Resources Code, Sec. 63.001, et seq, (Dune Protection Act), a copy of which is also attached, and the National Flood Insurance Act.

In the event of a conflict between the Open Beaches Act; Dune Protection Act; Texas Administrative Code Title 31, Natural Resources and Conservation, Part I, Chapter 15, Subchapter A, Sections 15.1-15.10 (hereinafter 31 TAC §§15.1 - 15.10); and the City of Galveston Zoning Standards, State law and regulations shall prevail over this ordinance.

A. Requirement for a Dune Protection Permit and/or a Beachfront Construction Certificate

Authority: The City of Galveston is required to adopt dune protection and beach access plans within its jurisdiction, consistent with Title 31 Texas Administrative Code, §§15.1 - 15.10 (hereinafter 31 TAC §§15.1 - 15.10). By way of this Section the City of Galveston adopts the provisions of Title 31 Texas Administrative Code pertaining to Coastal Area Planning. The City of Galveston may choose to adopt higher standards for dune protection and beach access than those promulgated by the State. The City of Galveston may enter into interlocal cooperation contracts for the administration of this program under the Interlocal Cooperation Act, Tex. Rev. Civ. Stat. Art. 4413 (32c). The City of Galveston shall map or describe the jurisdictional boundaries of the Dune Protection Line and identify said Dune Protection Line by map. The requirement for a Beachfront Construction Certificate or Dune Protection Permit shall not extend landward from the face of the Galveston Seawall.

1. Beachfront Construction Certificate - No person shall engage in the construction of any structure or make an addition or alteration to any structure within the land adjacent to and landward of public beaches and lying in the area either up to the first public road generally parallel to the public beach or to any closer public road not parallel to the beach, or the area up to 1,000 feet of mean high tide, whichever distance is greater, or undertake any beach maintenance activities until first securing a Beachfront Construction Certificate or Dune Protection Permit as appropriate.
2. For Platted Land-All new subdivisions of land submitted for plat approval after April 12, 2012 shall contain a note on the plat advising of the location of the property within the Dune Conservation Area, and that reads substantially as follows: "The lots or parcels shown on this plat may be located within the Dune Conservation Area and will be subject to dune protection and beach access standards more stringent building requirements or limitations under State of Texas and City of Galveston regulations."

City of Galveston
Dune Protection and Beach Access Plan

3. For land not required to be platted, prior to the issuance of a building Beachfront Construction Certificate and Dune Protection Permit for construction activity on a property located within the Dune Conservation Area that has been platted prior to April 12, 2012, or that is otherwise not required to be platted, an affidavit in the form prescribed by the City shall be executed by the owners of the property setting forth notice language as described above.
4. To the maximum extent practicable, all structures shall be constructed landward of the Dune Conservation Area and it is the intent of this Plan to prohibit construction within or seaward of the Dune Conservation Area; and to provide for exemptions for new construction and renovations of existing structures within or seaward of the Dune Conservation Area.

B) Exemptions / Consideration of Exemptions-

Construction is prohibited within or seaward of the Dune Conservation Area. The City provides for exemptions for new construction and renovations of existing structures. To the maximum extent practicable, all structures shall be constructed landward of the Dune Conservation Area. The City will consider property owner's requests for an exemption from the prohibition on construction within or seaward of the Dune Conservation Area for one of the following existing conditions:

1. Properties for which the owner has demonstrated to the satisfaction of the City that there is no practicable alternative to construction within or seaward of the Dune Conservation Area. In determining what is practicable, the City shall consider whether an action, technology, or technique is commercially available and capable of being done after taking into consideration existing building practices, effectiveness, scientific feasibility, siting alternatives, and the footprint of the structure in relation to the area of the building portion of the lot, and considering the overall development plan for the property. The City shall also consider the cost of the technology or technique.
2. Properties with a valid Beachfront Construction Certificate approved under the City's Dune Protection and Beach Access Plan prior to the adoption of the City of Galveston ERP- Adopted on May 7, 2012. Effective into rule on December 13, 2012.
3. Structures located within or seaward of the Dune Conservation Area prior to the effective date of the ERP (adopted on May 7, 2012. Effective into rule on December 13, 2012) for which modifications are sought that do not increase the footprint further seaward of the existing structure, that have not been determined "substantially damaged" under the City's flood regulations, and that have not been abandoned for a period of more than 12 months. For the purposes of this section, "abandoned" shall mean a rebuttable determination by the City of an intention to not repair or return to the structure. Structures within or seaward of the Dune Conservation Area that have been substantially damaged or abandoned for a period of more than 12 months shall be subject to conditions of this Plan.

C) Dune Protection Permit –

No person shall engage in the construction of any structure or make an addition or alteration to any structure, sand dune, or dune vegetation in the area seaward of the Dune Protection Line until first securing a Dune Protection Permit for such addition, alteration, or construction.

1. The requirement for a Dune Protection Permit and/or a Beachfront Construction Certificate shall not apply to routine repairs, maintenance and upkeep of existing structures which do not enlarge, expand or redesign the existing structure except as prohibited in this Section.

City of Galveston
Dune Protection and Beach Access Plan

D) Permitting Authorities

1. Final determination of whether repairs, maintenance or upkeep constitutes enlargement, expansion or redesign pursuant to Section (C) above shall be the responsibility of the Department of Development Services.
2. Beachfront Construction Certificates and Dune Protection Permits for construction within, and seaward of the Dune Conservation Area and Dune Protection Line, and Beachfront Construction Certificates for construction up to 50 feet landward of the Dune Protection Line (75' landward of the north toe of the critical dune area) are subject to review by the Department of Development Services and are issued by the Planning Commission.
3. Beachfront Construction Certificates for the area more than 50' feet landward of the Dune Protection Line (75' landward of the north toe of the critical dune area) are issued by the Department of Development Services.
4. Dune Protection Permits for dune enhancement and revegetation activities only, are reviewed and issued by the Department of Development Services.
5. Beachfront Construction Certificates and Dune Protection Permits for the construction of new driveways, slabs, ground level enclosures beneath the existing footprint of the structure dune walkovers, sand fences, beach maintenance activities, perimeter fencing, fill projects, restored (man-made) dune projects located within and seaward of the Dune Conservation Area and the Dune Protection Line, and Beachfront Construction Certificates for construction up to 50 feet landward of the Dune Protection Line (75' landward of the north toe of the critical dune area) are subject to review, and are only issued by the Department of Development Services.
6. No building permit shall be issued for any activity for which a Dune Protection Permit and/or Beachfront Construction Certificate is required until such permit and/or certificate has been issued by the Galveston Planning Commission, or, when appropriate, the of Development Services.
7. No person shall engage in any business or occupy any structure for which a Dune Protection Permit and/or Beachfront Construction Certificate is required until first securing a Certificate of Occupancy from the Building Official. Such Certificate of Occupancy shall be approved by the Department of Development Services as being in compliance with these Zoning Standards.
8. The City of Galveston, Department of Development Services, shall review the Dune Protection Line every five years to determine whether the line is adequately located to achieve the purpose of preserving critical dune areas. In addition to the five-year review, the City of Galveston Department of Development Services shall review the adequacy of the location of the Dune Protection Line within 90 days after a tropical storm or hurricane affects the portion of the coast. No Beachfront Construction Certificates or Dune Protection Permits for new construction will be approved until a review of the Dune Protection Line has been completed after a tropical storm or hurricane. Requirements for Permits as stated in Item (#4) of this Section will be followed.

E) Building Requirements

Structures required to have a Dune Protection Permit and/or a Beachfront Construction Certificate shall comply with FEMA standards for construction in flood hazard areas. Structures built seaward of the dune protection line within the Dune Conservation Area and Enhanced Construction Area shall comply with the following additional requirements:

1. Piers, if required, shall be set and the structure shall be constructed with minimum destruction of the existing terrain and vegetation;
2. Enclosures- No ground-level enclosures below base flood elevation (BFE) shall be allowed in the Dune Conservation Area.

City of Galveston
Dune Protection and Beach Access Plan

3. The structure and lot design shall provide for the gradual and dispersed drainage of storm water runoff, such that runoff within the lot approximates natural rates, volumes, and direction of flow to avoid erosion and dune damage. Drain spouts, if any, shall be located, so as to collect rainwater and distribute same evenly under the structure if no slab; porches, patios and balconies shall be constructed to allow rainwater to pass through. All drainage from the lot shall flow away from the beach and primary dune area.
4. All permittees building structures seaward of the dune protection line must utilize the mitigation sequence defined in subsection (1) of this Section and subsection 15.4(f) of the General Land Office regulations if dunes and dune vegetation will be adversely effected.

F) Vegetation and Topography Seaward of the Dune Protection Line

As provided in this Section unless otherwise unavoidable during construction, removal or destruction of vegetation, or alteration of topography within the area seaward of the Dune Protection Line is prohibited. If dunes or dune vegetation will be damaged, a Beachfront Construction Certificate and Dune Protection Permit must be obtained prior to initiating construction. Where impacts are unavoidable, areas where vegetation was removed or destroyed shall be revegetated and topography shall be restored consistent with the mitigation sequence provisions of this Plan.

The proposed construction shall be designed to minimize impacts to natural hydrology and provide for the gradual and dispersed drainage of storm water runoff, such that runoff within the lot approximates natural rates, volumes, and direction of flow to avoid erosion and dune damage.

Prior to the commencement of proposed construction, a dune enhancement or restoration project consistent with the definition for restored (man-made) dunes shall be completed. In cases where completion of an enhancement or restoration project is deemed infeasible due to site constraints as determined by the Department of Development Services, payment of a fee-in-lieu of satisfying the requirement shall be made to the City. Such payment is applicable to locations within the Dune Conservation Area. Funds collected will be used to support dune restoration, beach nourishment, or beach access improvements.

Any unavoidable alteration of the contour because of construction activities shall be restored and revegetated, and any breach in the dune area, whether caused by man or nature shall be restored and revegetated before the issuance of a Certificate of Occupancy. Restoration and revegetation shall occur as follows:

1. All areas shall be restored to their original elevation. Breaches shall be restored to the contour of the adjacent dunes;
2. If the area is located in the critical dune area, then it shall be revegetated with Bitter Panicum (*Panicum amarum*) planted on two-foot (2') centers with one hundred percent (100%) coverage of the area and a mixture of Bitter Panicum (*Panicum amarum*) and Marshy Cordgrass (*Spartina patens*) planted on one foot (1') centers with one hundred percent (100%) coverage of the area;
3. Sand fencing shall be required;
4. Revegetation shall not be considered complete until the area has been returned to its original condition prior to the time of destruction, at a ratio of 1:1, as determined by the Department of Development Services; and,
5. Removing or altering dune vegetation is prohibited unless the permittee has first obtained the applicable Beachfront Construction and/or Dune Protection Permit.

City of Galveston
Dune Protection and Beach Access Plan

G) Pre-existing Uses: Destruction

Notwithstanding that a structure was in existence prior to adoption of this Section such structure or use shall comply with the provisions hereof including all other applicable provisions of the Zoning Standards where such use or structure is expanded by any degree, moved to a new location, or destroyed in excess of fifty percent (50%) of its market value by fire or other catastrophe at the time of such destruction. When a structure which has been damaged less than fifty percent (50%), but is seaward of the Dune Protection Line, and by determination by the Department of Development Services, the planned development will cause material damage to dunes or dune vegetation in the Critical Dune Area, such reconstruction of the development shall require a Beachfront Construction Certificate and Dune Protection Permit. The Department of Development Services shall use standards as identified in (k) of this Section in determining whether the planned development will cause material damage to dunes or dune vegetation in the critical dune area.

H) Dune Walkovers (Ord. 05-027)

Construction of dune walkovers shall meet the following standards:

1. A dune walkover shall not exceed six feet (6') in width, the deck or floor of which shall be constructed at a height above the highest dune of not less than the width of said walkover, and maintain this height over the entire dune area. Walkovers in excess of four feet (4') in width shall only be considered for individual lots that require access for disabled persons, shared walkovers amongst three (3) or more individual lots or for high traffic areas such as public access points or multi-family properties;
2. Except with respect to paired posts constructed on each side of the walkover, posts shall be placed at intervals no closer than six feet (6') and in such a manner that new posts are not needed if walkway needs elevating;
3. Any vegetation or contours disturbed during construction shall be restored as provided herein;
4. Only one dune walkover shall be permitted per residential lot;
5. Dune walkovers must be constructed to maintain ½" spacing between the slats to allow rain and sand to pass through the decking. Additionally, walkovers shall be designed to allow for necessary modifications while minimizing disruption of the dune system;
6. The walkover must start at the northern boundary of the Critical Dune Area and shall end on the beach beyond any coppice mounds, no further than ten feet (10') seaward of the vegetation line. Dune walkovers may not impede or restrict access to, and use of, the public beach at normal high tide;
7. All walkovers built in public areas be constructed with two (2) handrails;
8. All walkovers be constructed according to the International Building Code Standards;
9. It shall be the duty of the property owner, pursuant to the requirements of this Section to keep and maintain said dune walkover in a good condition of repair and maintenance;
10. Permittees must relocate walkovers to follow any landward migration of the public beach or seaward migration of the dunes and maintain the walkover height to approved levels. The Department of Development Services may inspect and require dune walkover compliance within a reasonable period of time. Notwithstanding this, compliance should not cause renewed damage to existing post locations within dunes or swales from construction or construction equipment;
11. All dune walkover construction, improvement or repair must be permitted through the Department of Development Services, City of Galveston; and includes the acquisition of a Building Permit

City of Galveston
Dune Protection and Beach Access Plan

issued by the Building Department following a determination of conforming to all Building Permit requirements.

12. Applicants for public dune walkovers may request approval for alternative design standards from the Department of Development Services.

I) Beachfront Construction Certificate and Dune Protection Permit Application Requirements

Authority: Title 31 TAC, § 15.3(s)(4), requires the City of Galveston to obtain the following items and information from applicants for Beachfront Construction Certificates and Dune Protection Permits.

1. For all proposed construction (large- and small-scale), required to obtain a Beachfront Construction Certificate and/or a Dune Protection Permit, applicants shall submit the following items and information to the Department of Development Services. (No application will be accepted until all required materials are deemed to have been provided to the Department of Development Services):
 - a. A complete application according to standards set by the Department of Development Services for a Dune Protection Permit and/or a Beachfront Construction Certificate, including the name, address, phone number, email address, and if applicable fax number of the applicant, and the name of the property owner, if different from the applicant;
 - b. An accurate map or plat of the site identifying:
 1. The site by its legal description, including, where applicable, the subdivision, block, and lot and the size in acres or square feet;
 2. The landward and seaward limits of the Dune Conservation Area and Enhanced Construction Zone, the location of the proposed construction and the distance between the proposed construction and mean high tide, the line of vegetation, the dune protection line, proposed and existing structures, the project area of the proposed construction on the tract and the landward limit of the beachfront construction area;
 3. The location of the property lines and a notation of the legal description of adjoining tracts;
 4. The location of the structures, the footprint or perimeter of the proposed construction on the tract, and whether the structures are amenities or habitable structures;
 5. Proposed or existing roadways and driveways, parking, dune walkovers and proposed landscaping activities on the tract; and
 6. The location of any seawalls or any other erosion response structures on the tract and on the properties immediately adjacent to the tract;
 7. If known, the location and extent of any man-made vegetated mounds, restored dunes, fill activities, or any other pre-existing human modifications on the tract;
 8. The approximate duration of construction; and,
 9. A survey by a licensed surveyor; and if the Beachfront Construction Certificate is for an area defined in (D) Permitting Authorities of these Standards, a topographic survey is also required.
2. For all proposed construction (large- and small-scale), located seaward of the Dune Protection Line, the applicant shall submit the following additional items and information to the Department of Development Services:
 - a. A comprehensive mitigation plan which includes a detailed description of the methods which will be used to avoid, minimize, mitigate and/or compensate for any adverse effects on dunes or dune vegetation shall be required for all alterations and development activity seaward of the

City of Galveston
Dune Protection and Beach Access Plan

- Dune Protection Line, including effects on the proposed activity on the beach/dune system which cannot be avoided should the proposed activity be permitted, including, but not limited to, damage to dune vegetation, alteration of dune size and shape, and changes to dune hydrology;
- b. Where a mitigation plan is required, the contact information for all landowners immediately adjacent to the tract and affirmation by the applicant that the adjacent landowners will be provided with notice of the hearing at least 10 days prior to the hearing on the application.
 - c. Proof of financial capability to mitigate or compensate for adverse effects on dunes and dune vegetation (e.g., an irrevocable letter of credit or a performance bond) or, if required for Special Requirements for Eroding Areas, to fund eventual relocation or demolition of structures (e.g., Upton-Jones coverage in the National Flood Insurance Program);
 - d. A copy of the FEMA elevation requirements;
 - e. A current topographic map, provided by a licensed surveyor, depicting any and all proposed changes to the terrain; indicate on topographic map any and all changes to the natural or man-made environment within the Critical Dune Area in order to build;
 - f. The approximate percentage of existing and finished open spaces (those areas completely free of structures);
 - g. The floor plan and elevation view of the structure proposed to be constructed or expanded and showing all plumbing plans;
 - h. A grading and layout plan identifying all elevations (in reference to the National Oceanic and Atmospheric Administration datum), existing contours of the project area (including the location of dunes and swales), wetlands, and proposed contours for the final grade;
 - i. Dated photographs of the site which clearly show the current location of the vegetation line and the existing dunes on the tract and the adjacent property from directions south, north, east and west;
 - j. The most recent local erosion rate data (based on published data from the Bureau of Economic Geology, University of Texas, Austin), and the activity's potential impact on coastal erosion.
3. For all proposed large-scale construction (construction required to have a Dune Protection Permit and/or a Beachfront Construction Certificate), applicants shall submit the following additional items and information:
- a. In the case of multiple-unit dwellings, the number of units proposed;
 - b. Alternatives to the proposed location of construction on the tract or to the proposed methods of construction which would cause fewer or no adverse effects on dunes and dune vegetation or less impairment of beach access; and the proposed activity's impact on the natural drainage pattern on the site and the adjacent lots; and,
 - c. If the tract is located in a subdivision and the applicant is the owner or developer of the subdivision, a certified copy of the recorded plat of the subdivision, or, if not a recorded subdivision, a plat of the subdivision certified by a licensed surveyor, and a statement of the total area of the subdivision in acres or square feet.
4. Upon completion of the development, and prior to the issuance of a "Certificate of Occupancy," for those structures requiring Planning Commission approval, the permittee shall provide the Department of Development Services with a final survey indicating finished elevations, surfaces, drainage patterns, fences, dune walkovers and landscape detail, or certification by a registered professional engineer that all Permit conditions have been met. No "Certificate of Occupancy" shall be approved until the Department of Development Services approves a "Certificate of Completion," verifying that all Permit conditions have been satisfied.

City of Galveston
Dune Protection and Beach Access Plan

J) Texas General Land Office

A person proposing to conduct an activity for which a Beachfront Construction Certificate and Dune Protection Permit is required shall submit a complete application to the Department of Development Services. This Department shall forward the complete application, including all items and information as set forth in 31, TAC §15.3(s)(4)(D) most recent erosion rate data as determined by the University of Texas, Bureau of Economic Geology; the activity's impact on coastal erosion and a copy of the FEMA "Elevation Certificate") to the General Land Office (GLO), and other regulatory agencies if necessary.

The application, any documents associated with the application, and information as to when the decision will be made must be received by the GLO no later than 20 days from the date the Department of Development Services and Planning Commission, if required, is first scheduled to act on the Beachfront Construction Certificate and Dune Protection Permit. A preliminary determination as to whether the proposed construction complies with all aspects of the local government's dune protection and beach access plan will be provided by the Department of Development Services.

K) Termination of Permit and/or Certificate of Permit and/or Certificate

1. The Planning Commission or the Department of Development Services may void a Beachfront Construction Certificate and/or Dune Protection Permit, for their respective responsibilities as outlined in Section (D) "Permitting Authorities" if:
 - a. The permit is inconsistent with this Plan at the time the permit was issued;
 - b. A material change occurs after the permit or certificate is issued or a permittee fails to disclose any material fact in the application; or,
 - c. If the construction comes to lie within the boundaries of the public beach.
2. "Material Change" includes human or natural conditions which have adversely affected dunes, dune vegetation, or beach access and use that either did not exist at the time of the original application, or were not considered by the Department of Development Services or Planning Commission in making the permitting decision because the permittee did not provide information regarding the site condition in the original application.
3. Unless conditions under Section (K) of these Standards apply, work approved under this Permit shall be completed as described below:
 - a. One family dwelling (detached), or Two family dwelling:
Within one (1) year from the date of the permit.
 - b. One family dwelling (attached), Multiple-family dwelling, or Non-residential project:
Within three (3) years from the date of the permit.

For projects described in this subsection, the applicant shall submit an annual written report to the Department of Development Services on the progress of the construction project and compliance with the approved permit. This report shall be submitted no later than one (1) year from the date of the permit, and subsequent annual reports submitted thereafter.

If work is not completed in this time period, it will be necessary for the applicant to reapply for a Beachfront Construction Certificate and/or Dune Protection Permit, unless an extension of the permit, prior to its expiration, has been submitted to the Texas General Land Office and approved by the City of Galveston.

City of Galveston
Dune Protection and Beach Access Plan

L) Beachfront Construction Certificate and Dune Protection Permit Standards

1. **Beachfront Construction Certificate Authority:** 31 TAC §15/5. requires the City of Galveston to comply with the following standards in issuing, denying or conditioning a Beachfront Construction Certificate.

The request for a Beachfront Construction Certificate will be considered inconsistent with this Section and therefore, will not be approved, if the request:

- a. Reduces the size of the public beach or encroaches on the public beach in any manner, except for man-made vegetated mounds and dune walkovers constructed in compliance with the requirements of this ordinance;
- b. Functionally supports, depends on or is otherwise related to proposed or existing structures that encroach on the public beach, regardless of whether the encroaching structure is on land that was previously landward of the public beach, unless otherwise permitted by law, including, but not limited to, the authority granted under 31 TAC §15.5; (Ord 00-022)
- c. Closes any existing public beach access or parking area, unless equivalent or better dedicated public access or parking is established;
- d. Cumulatively or indirectly impairs or adversely affects public use of or access to and from a public beach, including failure to comply with any requirements in Management of the Public Beach unless equivalent or better access or parking is established; or,
- e. Fails to comply with any requirements of Requirements for Beachfront Construction Certificates and Dune Protection Permits.

2. **Dune Protection Permit Authority:** 31 TAC, §15.4, requires the City of Galveston to comply with the following standards in issuing, denying or conditioning a Dune Protection Permit for those areas within the Critical Dune Area.

Before issuing a Dune Protection Permit the Department of Development Services and the Planning Commission, for their respective responsibilities as outlined in §(D) Permitting Authorities, must find that:

- a. The proposed activity is not a prohibited activity as defined in these Standards;
- b. The proposed activity will not materially weaken dunes or materially damage dune vegetation seaward of the Dune Protection Line based on substantive findings as defined in “Technical Standards” of this Section;
- c. There are no practicable alternatives to the proposed activity that is located seaward of the Dune Protection Line and adverse effects cannot be avoided as provided in the mitigation sequence as outlined in this section;
- d. The applicant’s mitigation plan, for an activity seaward of the Dune Protection Line, if required, will adequately minimize, mitigate, and/or compensate for any unavoidable adverse effects;
- e. The proposed activity complies with any applicable requirements of: Requirements for Beachfront Construction Certificate and Dune Protection Permits and Management of the Public Beach of this Section; and,
- f. The structure is located as far landward as practicable.

City of Galveston
Dune Protection and Beach Access Plan

M) Prohibitions

- 1. Prohibited Activities seaward of the dune protection line:** The Planning Commission and the Department of Development Services shall not issue a Beachfront Construction Certificate or a Dune Protection Permit authorizing the following acts seaward of the Dune Protection Line:
 - a. Activities that are likely to result in the temporary or permanent removal of sand from the portion of the beach/dune system located on or adjacent to the construction site, including:
 1. Relocating sand; and,
 2. Temporarily or permanently moving sand off the site, except for purposes of permitted mitigation, compensation, or an approved dune restoration or beach nourishment project and then only from areas where the historical accretion rate is greater than one foot per year, and the project does not cause any adverse effects on the sediment budget;
 - b. Depositing sand, soil, sediment, or dredged spoil which contains any of the toxic materials listed in Volume 40 of the Code of Federal Regulations, Part 302.4, in concentrations which are harmful to people, flora, and fauna as determined by applicable, relevant, and appropriate requirements for toxicity standards established by the local, state, or federal governments;
 - c. Depositing sand, soil, sediment, or dredged spoil seaward of the Dune Protection Line, which is of an unacceptable mineralogy or grain size when compared to the sediments found on the site (this prohibition does not apply to materials related to the installation or maintenance of public beach access roads running generally perpendicular to the public beach or for approved beach nourishment projects as described in (Q)(3) of these Zoning Standards);
 - d. Creating dredged spoil disposal sites, such as levees and weirs, without the appropriate local, state, and federal permits;
 - e. Constructing or operating industrial facilities not in full compliance with all relevant laws and permitting requirements prior to the effective date of this ordinance;
 - f. No ground-level enclosures below base flood elevation (BFE) shall be allowed in the Dune Conservation Area.
 - g. Operating recreational vehicles; dune buggy, marsh buggy, mini-bike, trail bike, jeep, or any other mechanized vehicle that is being used for recreational purposes, but does not include any vehicle not being used for recreational purposes (Chapter 63. §63.002(4), Texas Natural Resource Code);
 - h. Mining dunes;
 - i. Constructing concrete slabs or other impervious surfaces landward of the line of vegetation.
 1. For large-scale construction, impervious surfaces shall be limited to 40% of the area landward of the Dune Conservation Area. The determination of the percentage of impervious surfaces and pervious surfaces allowed must include the area beneath the habitable structure, whether or not the area or any portion of the area beneath the habitable structure is left in a natural state.
 2. Paving or altering the ground below the lowest habitable floor is prohibited in the area between the line of vegetation and 25-feet landward of the north toe of the dune within the Dune Conservation Area;
 3. Paving used under the habitable structure and for any driveway(s) connecting the habitable structure and the street is limited to the use of unreinforced fibercrete in 4 foot x 4 foot sections, which shall be a maximum of four inches thick with sections separated by expansion joists, or pervious materials approved by the Department of Development Services, in that area 25-feet landward of the north toe of the dune to 200-feet landward of the line of vegetation, measured to the southernmost point of the

City of Galveston
Dune Protection and Beach Access Plan

structure, including decks, stairs, etc. The City shall assess a “Fibercrete Maintenance Fee” of \$200.00 to be used to pay for the clean-up of fibercrete from the public beaches should the need arise;

4. Reinforced concrete may be used under the habitable structure and for any driveways connecting the habitable structure and the street for property located landward of 200-feet from the line of vegetation, measured to the southernmost point of the structure, including decks, stairs, etc; (Ord 97-80, Ord. 05-027)
 - j. Depositing trash, waste, or debris including inert materials such as concrete, stone, and bricks that are not part of the permitted on-site construction;
 - k. Constructing cisterns, septic tanks, and septic fields seaward of any structure serviced by the cisterns, septic tanks, and septic fields, with the exception of subdivisions platted before the enactment of this Section; or,
 - l. Detonating bombs or explosives.
2. The City of Galveston Planning Commission and the Department of Development Services shall not issue a Beachfront Construction Certificate and Dune Protection Permit that does not comply with FEMA minimum requirements or with this Section.
 3. **Prohibited Erosion Response Structures:**
Erosion response structures as set forth in 31 TAC §15.6 are as follows:
 - a. Construction of retaining walls is prohibited within 200-feet landward of the natural line of vegetation;
 - b. Repairing, or maintaining existing erosion response structures is prohibited within 200-feet landward of the vegetation line or within the Critical Dune Area, except in the following circumstances:
 1. Where the failure to repair the structure will cause unreasonable flood hazard to a public building, public road, public water supply, public sewer system, or other public facility immediately landward of the structure; and,
 2. Where the failure to repair the structure will cause unreasonable flood hazard to habitable structures because adjacent erosion response structures will channel floodwaters to the habitable structure;
 - c. A determination as to whether (L)(2)(a) and (L)(2)(b) above will occur, will be made by the Planning Commission.
 4. Activities prohibited within the area seaward of the Dune Protection Line without a Beachfront Construction Certificate and Dune Protection Permit:
 - a. Removal, relocation, or movement of sand or dunes except for the clearing of sand off of dune walkover steps;
 - b. Construction of dunes;
 - c. Removal of vegetation (killing, destroying or removing in any manner any vegetation growing on a sand dune seaward of the Dune Protection Line or within a critical dune area); or,
 - d. Placement of fill within the critical dune area.
 5. Prohibited activities under a Dune Protection Permit or a Beachfront Construction Certificate where it is shown that a loss of sand, silt, shell, sediment, vegetation or any other geologic or biological component of the Critical Dune Area will result are as follows:
 - a. Parking of any motor vehicle except in an area approved by the Planning Commission for parking of a motor vehicle;
 - b. Exposed storage of goods, equipment, building materials, junk, household items, boats, furniture, wares or merchandise of any kind;

City of Galveston
Dune Protection and Beach Access Plan

- c. Any type of construction work, other than that on the main structure or on a main building;
- d. Construction of substructures under the main building;
- e. Use or placement of playground equipment, volley ball nets, showers, barbecues, stables, utilities, or other apparatus;
- f. Grazing of any animal which is prohibited by the City of Galveston in accordance with §29-90, Galveston Zoning Standards;
- g. Horse riding except as permitted in §8-8, Galveston City Code;
- h. Operation of any motor vehicle except for necessary maintenance and clean up and for transportation to and from permitted habitable structures;
- i. Mowing;
- j. Paving of any type; or,
- k. Creation of roads, trails, or paths and the use of trails or paths, except those access roads approved by the City of Galveston as part of its access plan.

N. Technical Standards

Authority: Title 31 TAC. Natural Resources and Conservation, Part I, Chapter 15, Subchapter A, Section 15.4, requires the City of Galveston to comply with the following technical standards when issuing, denying or conditioning a Beachfront Construction Certificate and/or Dune Protection Permit seaward of the Dune Protection Line.

1. The following standards will be used to determine material weakening and material damage of dune vegetation within a critical dune area or seaward of the Dune Protection Line. (Failure to meet any one of these standards will result in a finding of material weakening or material damage and the Planning Commission shall not approve the application for the construction as proposed):
 - a. The activity shall not result in the potential for increased flood damage to the proposed construction site or adjacent property;
 - b. The activity shall not result in runoff or drainage patterns that aggravate erosion on or off the site;
 - c. The activity shall not result in significant changes to dune hydrology;
 - d. The activity shall not result in adverse affects on dune complexes or dune vegetation;
 - e. The activity shall not significantly increase the potential for washovers or blowouts to occur; or
 - f. The Commission shall not issue a Beachfront Construction Certificate and Dune Protection Permit authorizing construction unless the construction and property design is designed so as to minimize impacts on natural hydrology. Such projects shall not cause erosion to adjacent properties, critical dune areas, or the public beach.
2. Other considerations when determining whether to grant a Beachfront Construction Certificate and Dune Protection Permit seaward of the Dune Protection Line are as follows:
 - a. Cumulative and indirect effects of the proposed construction on all dunes and dune vegetation within the Critical Dune Area or seaward of the Dune Protection Line;
 - b. Cumulative and indirect effects of other activities on dunes and dune vegetation located on the proposed construction site;
 - c. The pre-construction type, height, width, slope, volume, and continuity of the dunes, the pre-

City of Galveston
Dune Protection and Beach Access Plan

construction condition of the dunes, the type of dune vegetation, and percent of vegetation cover on the site;

- d. Whether the proposed construction may alter dunes and dune vegetation in a manner that may aggravate erosion;
- e. The local historical erosion rate;
- f. The impacts on the natural drainage patterns of the site and adjacent property;
- g. Any significant environmental features of the potentially affected dunes and dune vegetation such as their value and function as flora or fauna habitat or any other benefits the dunes and dune vegetation provide to other natural resources;
- h. Wind and storm patterns including a history of washover patterns;
- i. Location of the site on the flood insurance rate map;
- j. Success rates of dune stabilization projects in the area;
- k. All comments submitted to the local government by the General Land Office and the Attorney General;
- l. The Beachfront Construction Certificate and Dune Protection Permit Application;
- m. The proposed activity's consistency with TAC Title 31, the City of Galveston's Dune Protection and Beach Access Plan, including the Dune Protection and Beachfront Construction Standards contained in both;
- n. Any other law relevant to dune protection and beach use and access which affects the activity under review;
- o. The adequacy of elevated building foundations and the proper placement, compaction, and protection of fill when used as construction for all newly constructed, substantially damaged, and substantially improved buildings elevated on pilings, posts, piers, or columns in accordance with the latest edition of specifications outlined in American Society of Civil Engineers, Structural Engineering Institute, Flood Resistant Design and Construction, ASCE 24-05.
- p. Any other relevant information the City of Galveston may consider useful to determine consistency with its dune protection and beach access plans including resource information made available to them by Federal and State natural resource entities. The City of Galveston Planning Commission shall not issue a Beachfront Construction Certificate or a Dune Protection Permit that is inconsistent with its Plan, Title 31 of the Texas Administration Code, and any other State, Federal and local laws related to the requirements of the Dune Protection Act and Open Beaches Act.

O) The Mitigation Sequence shall be used by local governments in determining whether to issue a Permit for an activity seaward of the Dune Protection Line, after the determination that no material weakening of dunes or material damage to dunes will occur within critical dune areas or seaward of the Dune Protection Line. The mitigation sequence provided below (O)(1-4) shall be followed as set forth in guidelines promulgated in 31 TAC, § 15.4. Dune Protection Standards. The permittee shall be deemed to have failed to achieve compensation if a 1:1 ratio has not been achieved within three years after beginning compensation efforts. If, for any reason, an applicant cannot demonstrate the ability to mitigate adverse effects on dunes and dune vegetation, the Planning Commission is not authorized to issue the Permit. The Department of Development Services shall provide applicants with the mitigation sequence and standards to be followed. The mitigation sequence is as follows:

City of Galveston
Dune Protection and Beach Access Plan

1. Avoid the impact altogether by not taking a certain action or parts of an action;
2. Minimize impacts by limiting the degree or magnitude of the action and its implementation;
3. Rectify the impact by repairing, rehabilitating, or restoring the affected environment; and,
4. Compensate for the impact by replacing resources lost or damaged.

Mitigation Notification Requirements- When a mitigation plan is required, the applicant must provide landowners immediately adjacent to the tract with notice of the hearing on the permit at least 10 days prior to the hearing. Such notice to adjacent landowners may be made by sending a copy of the hearing notice by certified mail to the adjacent property owner's address listed in the county central appraisal district records.

P) Special Standards for Eroding Areas

Authority: 31 TAC, § 15.6, requires the City of Galveston to comply with the following standards for eroding areas, when issuing, denying or conditioning a Beachfront Construction Certificate and Dune Protection Permit.

Eroding areas on Galveston Island are defined as: A portion of the shoreline which is experiencing a historical erosion rate of greater than one foot (1') per year, that is, all of the Galveston Island west of the westernmost end of the Seawall. The special standards are as follows:

1. That structures located on property adjacent to the public beach be designed for feasible relocation (i.e. on piers);
2. Paving or altering the ground below the lowest habitable floor is prohibited in the area between the line of vegetation and 25-feet landward of the north toe of the dune;

Paving used under the habitable structure and for any driveway(s) connecting the habitable structure and the street is limited to the use of unreinforced fibercrete in 4 foot x 4 foot sections, which shall be a maximum of four inches thick with sections separated by expansion joists, or pervious materials approved by the Department of Development Services, in that area 25-feet landward of the north toe of the dune to 200-feet landward of the line of vegetation, measured to the southernmost point of the structure, including decks, stairs, etc. The City shall assess a "Fibercrete Maintenance Fee" of \$200.00 to be used to pay for the clean-up of fibercrete from the public beaches should the need arise;

Reinforced concrete may be under the habitable structure and for any driveways connecting the habitable structure and the street for property located landward of 200-feet from the line of vegetation, measured to the southernmost point of the structure, including decks, stairs, etc; Driveways are limited to the linear width of the primary structure, along the main street, and a minimum of 15% of the front yard must be maintained as open/unimproved area. The area for measurement of the open/unimproved space will be from the front building façade, where the driveway begins, to the platted property line. (Ord 97-80, Ord. 05-027).

3. In-ground swimming pools may not be constructed in the area seaward of the first public road generally parallel to the public beach or to any closer public road not parallel to the beach, or the area within 1,000 feet from mean high tide, whichever distance is greater. Notwithstanding this section, in-ground swimming pools are limited to the following requirements:
 - a. Must be located landward of a large-scale, concrete, multi-family condominium that had an existing in-ground swimming pool and concrete parking lot and existed prior to January 1, 1991,

City of Galveston
Dune Protection and Beach Access Plan

and;

- b. Must demonstrate that the total amount of existing impervious cover on the site will not be increased by the construction of a pool that meets the above conditions.
4. Financial assurance is required to fund eventual relocation or demolition of the proposed structure (e.g. through proof of Upton-Jones coverage in the National Flood Insurance Program); and,
5. Structures built in eroding areas must be elevated in accordance with FEMA minimum standards or above the natural elevation.

Q) Management of the Public Beach

Authority: 31 TAC, §15.7, requires the City of Galveston to apply the following standards in issuing, denying or conditioning Beachfront Construction Certificate and/or Dune Protection Permits relating to management of the public beach:

1. The City shall encourage carefully planned beach nourishment for erosion response and prohibit erosion response structures within the public beach and 200-feet landward of the natural vegetation line;
2. Permittees are required to notify the General Land Office and the City of any discernible change in the erosion rate on their property. The City of Galveston or the State of Texas may require a permittee to conduct or pay for a monitoring program to study the effects of a coastal and shore protection project on the public beach;
3. Permittees must adhere to the following requirements for dune enhancement projects:
 - a. An approved Beachfront Construction Certificate and Dune Protection Permit from the City of Galveston Department of Development Services;
 - b. The project must be consistent with the City's dune and beach policies;
 - c. The sediment to be used must be of effective grain size, mineralogy, and quality or the same as the existing beach material subject to availability. If beach quality sand is not available on Galveston Island, and in the judgment of the Department of Development Services is prohibitively expensive from mainland sources, a sub-base not of effective grain size, mineralogy, and quality, sufficient to provide a foundation for beach quality sand enhancement, may be used subject to the approval of the Department of Development Services and the Texas General Land Office;
 - d. The material must be free of hazardous substances (as defined in Volume 40 of the Code of Federal Regulations, Part 302.4) in concentrations which are harmful to people, flora, or fauna as determined by applicable, relevant, and appropriate requirements for toxicity standards established by the local, state, and federal governments;
 - e. There will be no adverse environmental effects on the property surrounding the area from which the sediment will be taken or to the site of the proposed nourishment;
 - f. The removal of sediment will not have adverse impacts on flora and fauna;
 - g. There will be no adverse effects caused from transporting the nourishment material; and,
 - h. The City may allow restoration of dunes on the public beach up to 20-feet, if it is determined that the seaward migration of the dunes would occur naturally. Dune restoration seaward of the 20-foot limit must receive GLO approval. Interference with public use of the beach is prohibited. Dune reconstruction must approximate the natural formation of dunes and indigenous vegetation must be used. The following methods and materials shall not be permitted:

City of Galveston
Dune Protection and Beach Access Plan

1. Hard or engineered structures;
2. Non-biodegradable items;
3. Fine clay or silty sediments;
4. Toxic materials as previously defined in this Section; or,
5. Scraping or grading the beach, unless approved by the City of Galveston, approved by the Texas Attorney General, and monitored by the Department of Development Services to determine any changes that may increase erosion of the public beach. Local governments shall not allow a permittee to construct or maintain a private structure on the restored dunes within critical dune areas or seaward of a dune protection line except for specifically permitted dune walkovers or similar access ways.

Restored or man-made dunes will be protected under the same standards as natural dunes. Areas designated for stock piling of beach scrapings will not be considered as man-made dunes.

R) Public Beach Use and Access

Authority: 31 TAC, §15.7, requires that the City of Galveston's regulation of the pedestrian and vehicular access, traffic and parking on the beach in a manner that preserves or enhances existing public right to use and have access to and from the beach.

The City of Galveston shall presume that any beach fronting the Gulf of Mexico within its jurisdiction is a public beach unless the owner of the adjacent land obtains a declaratory judgment finding otherwise under the Open Beaches Act, Sec. 61.019. The Attorney General shall make the determination on issues relating to the location of the boundary of the public beach and encroachments on the public beach pursuant to the requirements of the Open Beaches Act.

The City of Galveston shall regulate pedestrian and vehicular beach access, traffic and parking on the public beach only in a manner that preserves or enhances existing public access and use. The following standards will be observed when regulating access and parking on the public beach:

1. Parking requirements for all new or replatted developments, on or adjacent to the beach, where there is no existing public parking, will be calculated at one (1) space for each 15 linear feet of beach frontage, calculated to meet Galveston Zoning Standards for space requirements. Off-beach parking boundaries will be identified with signage and maintained on a continuous basis. Furthermore, at the election of the Planning Commission and in accordance with Subdivision Regulations, the Galveston Zoning Standards, and state law, the Commission may request all parking consolidated and so dedicated;
2. All access ways to the beach will be constructed so as to avoid breaches in the dune system and maintain the dune integrity;
3. Signs shall be displayed in a conspicuous location identifying access and parking for the public beach;
4. All parking and access plans must be consistent with General Land Office regulations as promulgated in state law. The City of Galveston therefore, adopts Beach Access and Parking Plan, as it appears in Appendix A of this Section.

City of Galveston
Dune Protection and Beach Access Plan

5. Beach Traffic Orders

All beach traffic orders, including but not limited to, parking, access, signage, obstructions, and speed limits shall be in conformance with Galveston City Code.6. Beach Maintenance Activities

- a. The City of Galveston shall prohibit beach maintenance activities which will result in the significant redistribution of sand which will significantly alter the beach profile.
- b. All sand moved or redistributed due to beach maintenance activities shall be returned to a location within the Critical Dune Areas.
- c. It is prohibited to display on or adjacent to any public beach any sign, marker, or warning, or make or allow to be made any written or oral communication which states that the public beach is private property or represent in any other manner that the public does not have the right of access to and from the public beach or the right to use the public beach as guaranteed by the Open Beaches Act and the common law right of the public.
- d. The following methods are approved beach maintenance measures following receipt of a Beachfront Construction Certificate or Dune Protection Permit:
 1. Raking of any or all beach areas at any or all times of the year with tractor drawn rakes with rake height adjusted so as to allow rake teeth to draw man made and naturally occurring debris into piles or windrows, while at the same time minimizing the amount of sand moved from the beach into the stockpiles. Piles or windrows may then be relocated using a tractor-mounted front-end loader. Stockpiles or windrows of raked debris may be placed at the seaward toe of the primary dune seaward of the vegetation line and within 20-feet of the vegetation line. All sand/debris collected with debris as a part of this maintenance process shall remain in the stockpile or windrow. A dune protection permit shall be required from the Department of Development Services;
 2. Maintenance of beach parking areas at Stewart Beach Park shall be allowed if scraped sand is placed seaward of the mean high tide line and a dune protection permit is obtained from the Department of Development Services. In addition, sand collected from beach parking areas at Apffel Park may be stockpiled and used for dune enhancement projects within the critical dune areas if the sand is obtained from accreting beaches and with proper Texas Parks and Wildlife permits, notwithstanding (R)(6)(c) above;
 3. During periods of heavy seaweed influx, as identified by the Park Board of Trustees of the City of Galveston, maintainers, bulldozers, boxblades, loaders, dumptrucks and other equipment designed for moving large quantities of material may be employed on a short-term basis to remove seaweed and other debris collected with the seaweed from the tide line into stockpiles or windrows as described above. Blade height for all equipment shall be set only low enough to remove the majority of the seaweed and other debris and to minimize the movement of sand from the beach to the windrows or stockpiles.

All sand/seaweed collected with seaweed and other debris as a part of this maintenance process shall remain in the stockpile or windrow until such time as the sand/seaweed may be used for dune enhancement projects within critical dune areas with the proper Texas Parks and Wildlife permits. These activities will be monitored by the City of Galveston Department of Development Services to identify any potential adverse impacts that may aggravate erosion and said activities shall be modified to preclude such adverse impacts.

City of Galveston
Dune Protection and Beach Access Plan

A dune protection permit from the Department of Development Services shall be required;

4. On the beach, seaward of the vegetation line, and landward of the high tide mark, a check-mark trench, 30-inches at the deepest point may be opened up by a maintainer or bull dozer and seaweed and any other debris accumulated within the seaweed windrow or stockpile, may be pushed into the trench and covered with beach sand from the trench cut. The trench method may only be used during emergency situations, where it will not remain open unsupervised or at any time after dusk, where no vehicular or pedestrian traffic will be endangered and where access to the beach will not be prohibited by this action. These activities will be monitored by the City of Galveston Department of Development Services to identify any potential adverse impacts that may aggravate erosion and said activities shall be modified to preclude such adverse impacts. A dune protection permit from the Department of Development Services shall be required; and,
5. Solid waste containers may be mounted on posts at necessary intervals to encourage beach users to deposit waste and debris in the containers provided.

S) Beach User Fees

1. The City of Galveston, or the Park Board of Trustees of the City of Galveston if designated by City Council, may charge beach users a fee in exchange for providing services to beach users in general. (Authority: Sec. 26-54, Galveston City Code). The most recent Beach User Fee modifications became effective on June 24, 2016.
2. The City of Galveston, or the City of Galveston Park Board of Trustees if designated by City Council, may only impose a beach user fee if the fee is reasonable, based on the cost of providing public services and facilities directly to the public beach, which may include administrative, accounting and planning activities necessary for the implementation of such public services and facilities, parking, public health and safety, environmental protection and other matters directly related to the public beach.
3. A new or amended beach user fee shall be preceded by a State approved beach user fee plan submitted by the City. Administrative costs cannot exceed 10% of beach user fee revenues.
4. Revenues from beach user fees may be used only for beach-related services as defined by state law.
5. Accounting and administration of all beach user fees shall be in conformance with those policies promulgated in state law.
6. In order to establish and maintain beach related services and facilities for the preservation and enhancement of access to and from and safe and healthy use of public beaches by the public, vehicles may be charged in the following beach areas:

- a. **Stewart Beach:** A recreational and amusement park located in the city on the East Beach:

The boundaries of Stewart Beach shall be defined as follows:

Eastern Boundary: Michael Menard Grant

Western Boundary: Fence on the eastern boundary of the children's playground established by Galveston County on Block No. 66

Northern Boundary: Southerly right-of-way line of Seawall Boulevard

Southern Boundary: Line of ordinary high tide of the Gulf of Mexico

City of Galveston
Dune Protection and Beach Access Plan

1. Fee: Up to \$15.00 maximum per vehicle
Restricted Use Area to the east of the Park, extending 2,640 linear feet.
2. A maximum \$50.00 season pass available.

b. R.A. Apffel Park:

The boundaries of R. A. Apffel Park shall be defined as follows:

All that property comprising 390.629 acres, more or less, more particularly described in Deed to City of Galveston from the United States of America, dated April 9, 1975, recorded in the Deed Records of Galveston County in Book 2567, page 606 et seq. All that property, comprising 64.5 acres, more or less, described in Deed to City of Galveston from the United States of America, dated April 15, 1976, recorded in the Deed Records of Galveston County, Texas, in Book 2687 at page 11 et seq. All of that property, comprising 211 acres of land, more or less, described in that certain instrument of July 30, 1976, by and between the City of Galveston and the United States Coast Guard, Eighth District.

1. Fee: Up to \$15.00 maximum for entry, per vehicle.
2. A maximum \$50.00 season pass available.

c. Dellanera Park. 10901 FM 3005 (7 Mile Road at FM 3005) Provides space for approximately 84 overnight vehicles and 300 day use camp sites. The fee schedule for Dellanera Park is up to \$15.00 per each vehicle, with the charge for the overnight vehicle spaces based upon services provided.

Please note, existing beach access parking shall remain, until modifications regarding the pedestrian walkway at AP 4 and improvements to AP5 are completed.

d. Seawall Beach Urban Park: A recreational beach urban park with beach-related services and amenities.

The boundaries of the Seawall Beach Urban Park shall be defined as follows:

<u>Eastern Boundary:</u>	1 st Street
<u>Western Boundary:</u>	103 rd Street
<u>Northern Boundary:</u>	Northerly right-of-way line of Seawall Boulevard
<u>Southern Boundary:</u>	The Gulf of Mexico

1. Fee: Up to a maximum of \$16.00 per-vehicle per-day, through a paid parking system, permit system or a combination. (A maximum \$45.00 annual pass available.)
2. Parking Rates:
 - a. South side of the Urban Park (adjacent to the seawall structure) shall not exceed \$2.00 per hour, with a minimum purchase of two (2) hours.
 - b. North side of Urban Park (northerly right-of-way of Seawall Boulevard) shall not exceed \$2.00 per hour, with a minimum purchase of two (2) hours.

e. East and West areas of the island, as described in Appendix A: A maximum daily fee of up to \$15.00. A maximum \$50.00 annual pass available.

City of Galveston
Dune Protection and Beach Access Plan

- f. The City of Galveston and the Park Board of Trustees of the City of Galveston shall work towards establishing a state-approved system for reciprocity of fees and fee privileges with Galveston County.

T) Beach Access (Ord 02-035)

Per the Texas General Land Office (GLO), preservation and enhancement of public beach use and access is site specific and best addressed by local governments. The City has authority and responsibility for providing public safety and emergency services within its corporate limits.

The City has adopted, pursuant to state law, a beach access plan for the public beaches within its corporate limits. Changes to the City's beach access plan require the approval and adoption by rule of the GLO. For special events, federal, state, and local law enforcement agencies have determined the need for traffic control plans in the interest of public safety.

1. Special Events – For any planned event that will eliminate public beach parking, along the southern right-of-way adjacent to a public beach, for ½ mile or greater and will continue for more than six (6) consecutive hours, the City of Galveston shall provide beach access in accordance with the following provisions: (Ord 02-035)
 - a. The City Manager or designee, is authorized to take whatever measures are reasonably necessary to implement a public safety and traffic control plan, for an event that affects public beach access. The plan may include provisions that temporarily eliminate, rededicate, or use for other purposes, parking spaces normally available for public beach access, to the extent such spaces do not occupy the public beach easement. "Other purposes" may include a fee-for-entry area.
 - b. Not less than sixty (60) days prior to the event, the City of Galveston shall provide the following, to the GLO:
 1. the number of parking spaces needed to replace the parking spaces being removed by the respective event;
 2. the location of the alternative parking areas where the public would be required or able to park their cars to gain access to the beach;
 3. information depicting how the public will be informed of the alternative parking arrangements during the events. The public must be notified that normally available parking has been eliminated and directed to the alternative parking locations;
 4. the method of transportation that will be provided for the public to and from the public beach. If shuttle buses are used to transport beach-goers from alternative parking locations, the schedule for the buses will be specified;
 5. a statement by the City containing an affirmative finding that the alternative parking plan preserves the public's right to access the beach. The City should evaluate the alternative parking plan based on its current access plan, the impacts to public beach access, and methods for mitigating those impacts and make the affirmative finding; and,
 6. The implementation dates of the traffic control plan, public safety plan, and alternate parking plan.
 - c. Not less than thirty (30) days prior to the event, the GLO shall provide comments, written objections or not comment on the alternative parking plan. The City of Galveston shall review and consider all comments received from the GLO, for requested revisions to the alternative parking plan. However, the City of Galveston reserves the right to amend the alternative parking

City of Galveston
Dune Protection and Beach Access Plan

plan based upon public safety needs as determined by the Chief of Police or designee.

- d. In the event the respective special event continues outside of planned implementation dates, the City of Galveston will provide the necessary traffic control with regard to public safety, and will provide notice of such measures to the GLO. In such an event, the City of Galveston will implement and maintain the guidelines of Section 29-90 (T) during special events that alter public beach access and parking as described in subsection (1).

U) Penalties

31 TAC 15.9, establishes the following penalties:

1. Any violation of any provision of this Chapter (Chapter 29 of the City Code) shall be unlawful and a misdemeanor offense punishable by a fine not exceeding Five Hundred (\$500.00) Dollars. Each day a violation of this Chapter continues shall constitute a separate offense.
2. Any person who violates the Dune Protection Act, the Open Beaches Act or a City of Galveston Permit condition established by this regulation is liable to the General Land Office for a civil penalty of not less than Fifty (\$50.00) Dollars nor more than Two Thousand (\$2,000.00) Dollars per violation per day. Each day the violation occurs or continues is considered a separate violation.
3. Any violation of a Permit requirement, dune protection and beach access plans, the Dune Protection Act, the Open Beaches Act, Title 31 TAC, §§15.1 - 15.10, Management of the Beach/Dune System, shall be reported by the City of Galveston to the General Land Office within 24 hours.

V) Master Planned Developments

The City of Galveston may adopt a separate ordinance for Master Planned Developments as defined in 31 TAC, §15.32. All requirements of Subchapter A, The Dune Protection Act, The Open Beaches Act and the City of Galveston Zoning Standards shall be followed.

W) Repeal of Conflicting Ordinances - Severability

If any section, subsection, paragraph, sentence, clause, phrase or work in this Section or the application thereof to any person or circumstance, be held invalid, such holding shall not affect the validity of the remaining portion of this order. In the case of a conflict between this Section and any other City Ordinances, the Ordinance containing higher standards for dune protection will prevail. In addition, the requirement to obtain a Beachfront Construction Certificate and/or a Dune Protection Permit supersedes the previous requirement for a Specific Use Permit for regulated activities in accordance with this Section.

City of Galveston
Dune Protection and Beach Access Plan

APPENDIX A: BEACH ACCESS AND PARKING PLAN

1) Beach Access Points (Described From East To West)

AP 1: Apffel Park

On-beach: parking within Park boundaries for beach user fee
free parking outside of Park boundaries
Off-beach: n/a
Amenities: currently provided

AP 1(A): Beachtown Development

On-beach: n/a
Off-beach: minimum of 2 parking lots containing a minimum of 295 spaces
2 dedicated pedestrian pathways for public use
Amenities:

AP 1(B): Palisade Palms

On-beach: n/a
Off-beach: parking lot, minimum of 108 spaces
1 dedicated pedestrian pathways for public use
Amenities:

AP 1(C): area west of the Islander East to eastern boundary of Stewart Beach Park

On-beach: restricted use area, minimum width of 2,640 linear feet on the eastern end of the park
Off-beach: 1 dedicated pedestrian pathway for public use
Amenities: n/a

AP 2: Stewart Beach

On-beach: parking within Park boundaries for beach user fee
free parking available
restricted use area, minimum width of 2,640 linear feet on the eastern end of the park
Off-beach: n/a
Amenities: currently provided

AP 3: Seawall Beach Urban Park

On-beach: n/a
Off-beach: street parking, north and south sides of Seawall Boulevard
minimum of 10% free parking spaces (approximately 230 spaces total distributed throughout the Seawall Beach Urban Park)
Amenities: future

AP 4: End of Seawall

On-beach: n/a
Off-beach: parking lot, minimum 150 spaces
pedestrian pathway from parking area to beach
Amenities: n/a

City of Galveston
Dune Protection and Beach Access Plan

APPENDIX A: BEACH ACCESS AND PARKING PLAN

AP 5: Dellanera RV Park

On-beach: n/a
Off-beach: overnight campsites only
wheelchair accessible dune walkover
Amenities: currently provided

AP 6: Pocket Park #1

On-beach: parking via 7 ½-Mile Road (109th Street), minimum width of 1690 linear feet
Off-beach: parking lot
Amenities: n/a

AP 7: Sunny Beach Subdivision

On-beach: parking via 8-Mile Road, minimum width of 1,300 linear feet
Off-beach: n/a
Amenities: n/a

AP 8: Beachside Village Subdivision

On-beach: n/a
Off-beach: street parking, minimum of 148 spaces on Sea Butterfly Street
3 dedicated pedestrian access ways for public use
Amenities: n/a

AP 9: Pocket Park #2, Escapes! Condominiums

On-beach: n/a
Off-beach: parking lot, minimum of 352 spaces
1 wheelchair accessible dune walkover for public use
1 dedicated pedestrian pathway for public use
Amenities: currently provided

AP 10: 10-Mile Road/Hershey Beach Subdivision

On-beach: parking via 10-Mile Road, minimum width of 1,065 linear feet
Off-beach: parking lot, minimum 58 spaces
Amenities: n/a

AP 11: Spanish Grant Subdivision

On-beach: n/a
Off-beach: street parking, minimum of 46 spaces on Spanish Grant Boulevard median
3 dedicated pedestrian pathways for public use
Amenities: n/a

AP 12: Bermuda Beach Subdivision

On-beach: parking via Pabst Road, minimum width of 150 linear feet
Off-beach: street parking, minimum of 211 parking spaces, throughout subdivision
2 dedicated pedestrian pathways for public use
Amenities: n/a

City of Galveston
Dune Protection and Beach Access Plan

APPENDIX A: BEACH ACCESS AND PARKING PLAN

AP 13: Pocket Park #3

On-beach: n/a
Off-beach: parking lot, minimum of 273 parking spaces
wheelchair accessible dune walkover for public use
Amenities: currently provided

AP 14: 11-Mile Road

On-beach: parking via 11-Mile Road, minimum width of 300 linear feet
Off-beach: n/a
Amenities: n/a

AP 15: Palm Beach Subdivision/Pirates Beach West Subdivision

On-beach: n/a
Off-beach: street parking throughout subdivisions
3 dedicated pedestrian pathways for public use (Palm Beach)
4 dedicated pedestrian pathways for public use (Pirates Beach West)
Amenities: n/a

AP 15(A): Pirates Beach Subdivision (Ord 07-051)

On-beach: n/a
Off-beach: street parking throughout subdivisions
14 dedicated pedestrian pathways for public use
Amenities: n/a

AP 15(B): Palm Beach Subdivision (Ord 07-051)

On-beach: n/a
Off-beach: street parking throughout subdivisions
3 dedicated pedestrian pathways for public use
Amenities: n/a

AP 15(C): Pirates Beach West Subdivision (Ord 07-051)

On-beach: n/a
Off-beach: street parking throughout subdivisions
4 dedicated pedestrian pathways for public use
Amenities: n/a

AP 16: 13-Mile Road

On-beach: parking via 13-Mile Road, minimum width of 640 linear feet
Off-beach: n/a
Amenities: n/a

AP 17: 15-Mile Road

On-beach: parking via 15-Mile Road, minimum width of 150 linear feet
Off-beach: n/a
Amenities: n/a

City of Galveston
Dune Protection and Beach Access Plan

APPENDIX A: BEACH ACCESS AND PARKING PLAN

AP 18: 16-Mile Road

On-beach: parking via 16-Mile Road, minimum width of 1,000 linear feet
Off-beach: n/a
Amenities: n/a

AP 19: Karankawa Beach

On-beach: n/a
Off-beach: street parking, minimum of 27 spaces on Habla and Gleis Streets
2 dedicated pedestrian pathways for public use
Amenities: n/a

AP 20: Indian Beach

On-beach: n/a
Off-beach: street parking, minimum of 200 spaces on East and West Devaca
4 dedicated pedestrian pathways for public use
Amenities: n/a

AP 21: Kahala Beach Estates, Addition #1

On-beach: n/a
Off-beach: street parking, minimum of 59 spaces on Kahala Drive East
2 dedicated pedestrian pathways for public use
Amenities: n/a

AP 22: Silverleaf Resorts

On-beach: n/a
Off-beach: parking lot, minimum of 43 spaces
1 dedicated pedestrian pathway for public use
Amenities: n/a

AP 23: The Dunes of West Beach

On-beach: n/a
Off-beach: street parking, minimum of 172 spaces on Shores Drive
2 dedicated pedestrian pathways for public use
Amenities: n/a

AP 24: Sandhill Shores Subdivision (Map Sheet W-3)

On-beach: n/a
Off-beach: street parking, minimum of 208 spaces on Sandhill Drive
2 dedicated pedestrian pathways for public use
Amenities: n/a

AP 25: Gateway Boulevard – Sea Isle Subdivision

On-beach: parking via Gateway Boulevard, minimum width of 330 linear feet
Off-beach: n/a
Amenities: n/a

City of Galveston
Dune Protection and Beach Access Plan

APPENDIX A: BEACH ACCESS AND PARKING PLAN

AP 26: San Jacinto Street – Sea Isle Subdivision

On-beach: parking via San Jacinto Street, minimum width of 150 linear feet
Off-beach: n/a
Amenities: n/a

AP 27: “Sea Isle” parking area

On-beach: n/a
Off-beach: parking lot, minimum of 88 spaces
1 dedicated pedestrian pathway for public use
Amenities: n/a

AP 28: Sea Isle Subdivision and Terramar Beach Subdivision

On-beach: n/a
Off-beach: street parking, minimum of 610 spaces on Kennedy/Gulf Drive
dedicated pedestrian pathways for public use throughout subdivisions
Amenities: n/a

AP 29: Isla Del Sol Subdivision

On-beach: n/a
Off-beach: parking lot, minimum 25 spaces (located north of FM 3005, via Isla Del Sol Drive)
Amenities: n/a

AP 30: Gulf Boulevard, Isla Del Sol Subdivision

On-beach: parking via Gulf Boulevard, minimum width of 150 linear feet
Off-beach: n/a
Amenities: n/a

AP 31: Terramar Drive, Terramar Beach Subdivision

On-beach: parking via Terramar Drive Boulevard, minimum width of 300 linear feet
Off-beach: n/a
Amenities: n/a

AP 32: Pocket Park #4

On-beach: n/a
Off-beach: parking lot
1 dedicated pedestrian pathway for public use
Amenities: n/a

AP 33: 2nd Street, Bay Harbor Subdivision

On-beach: parking via 2nd Street, minimum width of 300 linear feet
seasonal access to the west (one-way driving west to east)
Off-beach: n/a
Amenities: n/a

City of Galveston
Dune Protection and Beach Access Plan

APPENDIX A: BEACH ACCESS AND PARKING PLAN

AP 34: Miramar Subdivision

On-beach: seasonal access via AP 35 at Half Moon Beach (one-way driving, west to east)
Off-beach: parking lot, minimum of 60 spaces via FM 3005
1 dedicated pedestrian pathway for public spaces
Amenities: n/a

AP 35: Half Moon Beach Subdivision and Stavanger Beach Subdivision

On-beach: seasonal access to the east
unrestricted, vehicular access to the west to AP 36: Salt Cedar Avenue
Off-beach: n/a
Amenities: n/a

AP 36: Salt Cedar Avenue

On-beach: unrestricted, vehicular access to the east to AP 35: Half Moon Beach
Off-beach: n/a
Amenities: n/a

AP 37: Playa San Luis Subdivision

On-beach: n/a
Off-beach: street parking, minimum of 88 spaces throughout subdivision
4 dedicated pedestrian pathways for public use
Amenities: n/a

AP 38: Pointe San Luis 1 (western boundary of Playa San Luis subdivision)

On-beach: n/a
Off-beach: parking lot, minimum of 100 spaces*
25 reserve parking spaces dedicated in the event of erosion*
1 dedicated pedestrian pathway for public use*
Amenities: n/a

** Please note, beach access modifications will not occur until substantial physical improvements occur.*

AP 39: Pointe San Luis 2

On-beach: n/a
Off-beach: parking lot, minimum of 100 spaces*
1 wheelchair accessible dune walkover for public use*
Amenities: future, as part of planned development

** Please note, beach access improvements will not occur until substantial physical improvements occur.*

AP 40: Pointe San Luis 3

On-beach: n/a
Off-beach: parking lot, minimum of 100 spaces*
25 reserve parking spaces dedicated in the event of erosion*
1 dedicated pedestrian pathway for public use*
Amenities: n/a

** Please note, beach access modifications will not occur until substantial physical improvements occur.*

City of Galveston
Dune Protection and Beach Access Plan

APPENDIX A: BEACH ACCESS AND PARKING PLAN

AP 41: Pointe San Luis 4 (toll bridge area)

On-beach: seasonal access provided, minimum width of 1,200 linear feet*
unrestricted, vehicular access, minimum width of 3,230 linear feet*

Off-beach: n/a

Amenities: pedestrian area designated by bollard placement to the north of vehicular access areas

** Please note, beach access modifications will not occur until substantial physical improvements occur.*

Please note, the names of developments found within the City of Galveston's Beach Access Plan reflect the current project name at the time of the Ordinance adoption. It should be noted that developments and/or projects may change ownership and name at a future date, but such changes will not alter beach access required in accordance with the City's adopted plan.

2) Regulated beach areas:

Except as otherwise permitted herein, it shall be unlawful for any person to drive, operate or park any motor vehicle in, on or upon any part of the following described public beaches bordering on the Gulf of Mexico and situated within the corporate limits of the City of Galveston with the exception of emergency vehicles, beach cleaning and maintenance and safety patrolling:

- (1) Upon East Beach, being that area extending from the western boundary of Apffel Park to the eastern boundary of Stewart Beach Park, at all times;
- (2) Within the boundaries of Stewart Beach Park, with the exception of those areas designated for parking, restricted use access, and/or as described within Section A of Appendix A:
- (3) Upon the beach extending from Stewart Beach to the western end of the seawall structure at all times; and,
- (4) Upon any area of the beach, unless otherwise provided for by traffic control measures, such as, but not limited to bollards and signage, and as described in Section A of Appendix A:

City of Galveston
Dune Protection and Beach Access Plan

APPENDIX B. Definitions

The following words and terms, when used in this ordinance, shall have the following meanings, unless the context clearly indicates otherwise:

Accreting Zone- A beach area experiencing an average annual shoreline advance in excess of +1 feet per year.

Affect- As used in this section regarding dunes, dune vegetation, and the public beach, “affect” means to produce an effect upon dunes, dune vegetation, or public beach use and access.

Amenities- Any inhabitable major structures including swimming pools, bathhouses, detached garages, cabanas, pipelines, piers, canals, lakes, ditches, artificial runoff channels and other water retention structures, roads, streets, highways, parking areas and other paved areas (exceeding 144 square feet in area), underground storage tanks, and similar structures.

Backdunes- The dunes located landward of the foredune ridge which are usually well vegetated but may also be unvegetated and migratory. These dunes supply sediment to the beach after the foredunes and the foredune ridge have been destroyed by natural or human activities.

Beach Access- The right to use and enjoy the public beach, including the right of free and unrestricted ingress and egress to and from the public beach.

Beach Area- The beach area is that portion of the public beach North of the mean low tide line of the Gulf of Mexico and South of the Line of Vegetation as protected by V.A.T.C.S. Natural Resources Code, Chapter 61.

Beach/Dune System - The land from the line of mean low tide of the Gulf of Mexico to the landward limit of dune formation.

Beach Profile- The shape and elevation of the beach as determined by surveying a cross section of the beach.

Beachfront Construction Certificate- A permit issued by the City of Galveston Department of Development Services and subject to approval by the Galveston Planning Commission in areas specified in subsection (a), authorizing the permittee to engage in beachfront activities as stipulated in the Certificate and in accordance with all conditions and restrictions contained therein.

Blowout- A breach in the dunes caused by wind erosion.

Breach- A break or gap in the continuity of a dune caused by wind or water.

Bulkhead- A structure or partition built to retain or prevent the sliding of land. A secondary purpose is to protect the upland against damage from wave action.

Coastal and Shore Protection Project- A project designed to slow shoreline erosion or enhance shoreline stabilization, including, but not limited to, erosion response structures, beach nourishment, sediment bypassing, construction of man-made vegetated mounds, and dune revegetation.

Commercial Facility - Any structure used for providing, distributing, and selling goods or services in commerce including, but not limited to, hotels, restaurants, bars, rental operations, and rental properties, except single family dwellings.

APPENDIX B. Definitions

- Coastal and Shore Protection Project-** A project designed to slow shoreline erosion or enhance shoreline stabilization, including, but not limited to, erosion response structures, beach nourishment, sediment bypassing, construction of man-made vegetated mounds, and dune revegetation.
- Commercial Facility** - Any structure used for providing, distributing, and selling goods or services in commerce including, but not limited to, hotels, restaurants, bars, rental operations, and rental properties, except single family dwellings.
- Construction** - Causing or carrying out any building, bulkheading, filling, clearing, excavation, or substantial improvement to land or the size of any structure. “Building” includes, but is not limited to, all related site work and placement of construction materials on the site. “Filling” includes, but is not limited to, disposal of dredged materials. “Excavation” includes, but is not limited to, removal or alteration of dunes and dune vegetation and scraping, grading, or dredging a site. “Substantial improvements to land or the size of any structure” include, but are not limited to, creation of vehicular or pedestrian trails, landscape work that adversely affects dunes or dune vegetation, and increasing the size of any structure.
- Coppice Mounds-** The initial stages of dune growth formed as sand accumulates on the downwind side of plants and other obstructions on or immediately adjacent to the beach seaward of the foredunes. Coppice mounds may be unvegetated.
- Cumulative Impact-** The effect on beach use and access, on a critical dune area, or an area seaward of the dune protection line which results from the incremental effect of an action when added to other past, present, and reasonably foreseeable future actions regardless of what agency or person undertakes such other actions. Cumulative effects can result from individually minor but collectively significant actions taking place over a period of time. Cumulative effects can result from individually minor but collectively significant actions taking place over a period of time.
- Dedication-** Includes, but is not limited to, a restrictive covenant, permanent easement, and fee simple donation.
- Dune-** An emergent mound, hill, or ridge of sand, either bare or vegetated, located on land bordering the waters of the Gulf of Mexico. Dunes are naturally formed by the windward transport of sediment, but can also be created via man-made vegetated mounds. Natural dunes are usually found adjacent to the uppermost limit of wave action and are usually marked by an abrupt change in slope landward of the dry beach. The term includes coppice mounds, foredunes, dunes comprising the foredune ridge, backdunes, and man-made vegetated mounds. (Ord. 06-009, Ord. 11-056)
- Dune, Restored (man-made)-** For the purposes of determining construction setbacks and the location of the Dune Protection Line, a restored dune shall be defined as having more than 50% vegetative cover, a 3:1 slope, an average height of 75% of the island’s mean base flood elevation as measured from mean sea level, a naturally established connection to the dune contour and elevation of the adjacent property, and shall not extend further seaward than 4.1’ elevation from mean sea level. (Ord. 11-056)
- Dune Area-** A dynamic hill(s) or mound(s), man made or natural, vegetated or bare, composed of beach sand, landward of the mean high tide and adjacent to the Gulf of Mexico. The dune area may contain a coppice mound, foredune, backdune, aeolian sandflat and swale.

APPENDIX B. Definitions

Dune Area (Critical) - That portion of the dune area, either vegetated or not, comprised of the coppice mound, foredune ridge, primary dune area and areas extending landward, from mean high tide to a point within 1,000 feet, that includes all dune structures, swales, sandflats and marshes within a dune complex that are essential to the protection of public beaches submerged land, and state owned land, such as public roads, and coastal public lands, from nuisance, erosion, storm surge, and high wind and waves. Critical dune areas include, but are not limited to, the dunes that store sand in the beach/dune system to replenish eroding public beaches. Typically, this area is composed of areas of bare sand or sparse vegetation consisting of more bitter panicum, sea oats, or seashore dropseed than other species of vegetation. It is intended that the dune area (critical) is identical to the “critical dune area” defined by the regulations of the General Land Office at 31 T.A.C. Sec.15.2. The two terms are used interchangeably in this code.

Dune Complex- Any emergent area adjacent to the waters of the Gulf of Mexico in which several types of dunes are found or in which dunes have been established by proper management of the area. In some portions of the Texas coast, dune complexes may contain depressions known as swales.

Dune Conservation Area- Areas along Galveston’s Gulf Coast where beachfront dunes naturally occur and where restored (man-made) dunes may be located. The Dune Conservation Area shall also include lands within 25’ of the north toe of existing or restored (man-made) dunes

Dune Conservation Area Limits- The seaward limit of the Dune Conservation Area (DCA) shall be the most seaward contour line corresponding to elevation +4.00 foot NAVD, or the line of vegetation, whichever is farther landward as established by a topographic survey. Where proposed beach nourishment, dune restoration, or other activity has the potential to influence a property’s natural topography and/or move beach or dune contours seaward, the seaward limit shall be established by determining the +4.00 foot NAVD elevation, and the line of vegetation prior to construction. Where beach contour lines have been affected by beach maintenance or construction projects, the seaward limit shall be established by a line connecting the nearest naturally-occurring +4.00 foot NAVD contour or the line of vegetation to the west and the east of the property. The landward limit of the Dune Conservation Area shall be defined as the north toe of an existing dune or restored (man-made) dune plus a 25-foot landward offset.

Dune Protection Line- A line located at the north toe 25 feet landward of the north toe of the critical dune area. Where no dunes exist on beaches west of the western most terminus of the Galveston Seawall the line shall be located 200 feet landward of the vegetation line. For all areas, the Dune Protection Line is depicted on the attached maps. In no case shall the Dune Protection Line be seaward of a straight line connecting the nearest Dune Protection Line on the East with the nearest Dune Protection Line on the West. This term is used synonymously with “Dune Protection Line” as defined by the regulations of the General Land Office at 31 T.A.C. Sec.15.2.

Dune Protection Permit- A permit issued by the City of Galveston Department of Development Services and approved by the Galveston Planning Commission, in accordance with all conditions of this section, authorizing the permittee to engage in activities stipulated in the Permit and in accordance with all conditions and restrictions contained therein.

City of Galveston
Dune Protection and Beach Access Plan

APPENDIX B. Definitions

Dune Protection Permit and/or Beachfront Construction Certificate Form- A form for issuance of dune protection permit and/or beachfront construction certificates pursuant to terms of this Section.

Dune Vegetation- Flora indigenous to natural dune complexes on the Texas coast and can include coastal grasses and herbaceous and woody plants.

Enhanced Construction Zone- Areas immediately landward of the Dune Conservation Area with the potential to be effected by the long-term effects of erosion. The Enhanced Construction Zone shall be established for areas with Aggregate Shoreline Change Rates between -2 and -8 feet per year. Construction activities in the Enhanced Construction Zone will be required to meet higher standards than activities in areas further landward.

Enhanced Construction Zone Limits- The landward limit of the Enhanced Construction Zone shall be shown for areas along Galveston's Gulf Coast with Aggregate Shoreline Change Rates of between -2 and -8 feet per year. The landward limits shall be 125 feet from the landward limit of the Dune Conservation Area.

Effect or Effects- "Effects" include: direct effects - those impacts on public beach use and access, on critical dune areas, or on dunes and dune vegetation seaward of a Dune Protection Line which are caused by the action and occur at the same time and place; and indirect effects - those impacts on beach use and access, on critical dune areas, or on dunes and dune vegetation seaward of a Dune Protection Line which are caused by an action and are later in time or farther removed in distance than a direct effect, but are still reasonably foreseeable. Indirect effects may include growth inducing effects and other effects related to induced changes in the pattern of land use, population density, or growth rate, and related effects on air and water and other natural systems, including ecosystems. "Effects" and "impacts" as used in this ordinance are synonymous. "Effects" may be ecological (such as the effects on natural resources and on the components, structures, and functioning of affected ecosystems), aesthetic, historic, cultural, economic, social, or health, whether direct, indirect, or cumulative.

Eroding Zone (-2 ft/yr.)- A beach area experiencing an average annual shoreline retreat of -1 to -3 feet per year;

Eroding Zone (-4 ft/yr.)- A beach area experiencing an average annual shoreline retreat of -3 to -5 feet per year;

Eroding Zone (-6 ft/yr.)- A beach area experiencing an annual average annual shoreline retreat of -5 to -7 feet per year;

Eroding Zone (-7+ ft/yr.)- A beach area experiencing an annual average annual shoreline retreat in excess of -7 feet per year.

Erosion- The wearing away of land or the removal of beach and/or dune sediments by wave action, tidal currents, wave currents, drainage, or wind. Erosion includes, but is not limited to, horizontal recession and scour and can be induced or aggravated by human activities.

Erosion Response Structure- A hard or rigid structure built for shoreline stabilization, which includes, but is not limited to, a jetty, retaining wall, groin, breakwater, bulkhead, seawall, riprap, rubble mound, revetment, or the foundation of a structure which is the functional equivalent of these specified structures.

FEMA- The United States Federal Emergency Management Agency.

APPENDIX B. Definitions

Foredunes- The first clearly distinguishable, usually vegetated, stabilized large dunes encountered landward of the Gulf of Mexico. On some portions of the Texas Gulf Coast, foredunes may also be large, unvegetated, and unstabilized. Although they may be large and continuous, foredunes are typically hummocky and discontinuous and may be interrupted by breaks and washover areas. Foredunes offer the first significant means of dissipating storm-generated wave and current energy issuing from the Gulf of Mexico. Because various heights and configurations of dunes may perform this function, no standardized physical description applies. Foredunes are distinguishable from surrounding dune types by their relative location and physical appearance.

Foredune Ridge- The high continuous line of dunes which are usually well vegetated and rise sharply landward of the foredune area but may also rise directly from a flat, wave-cut beach immediately after a storm.

GLO - As used in this Plan this acronym refers to the Texas General Land Office.

Groin - Short walls built perpendicular to straight stretches of beach and designed to trap sand flowing in the longshore current. The groins along with the Galveston seawall protect the toe of the seawall from erosion.

Habitable Structures- Structures suitable for human habitation including, but not limited to, single or multi-family residences, hotels, condominium buildings, and buildings for commercial purposes. Each building of a condominium regime is considered a separate habitable structure, but if a building is divided into apartments, then the entire building, not the individual apartments, is considered a single habitable structure. Additionally, a habitable structure includes porches, gazebos, and other attached improvements and amenities.

Industrial Facilities- Include, but are not limited to, those establishments listed in Part 1, Division D, Major Groups 20-39 and Part 1, Division E, Major Group 49 of the Standard Industrial Classification Manual as adopted by the Executive Office of the President, Office of Management and Budget (1987 ed.). However, for the purposes of this ordinance, the establishments listed in Part 1, Division D, Major Group 20, Industry Group Number 209, Industry Numbers 2091 and 2092 are not considered “industrial facilities.” A list of these facilities may be found in 31 TAC, Sec. 15.2, attached to this Section.

Jetty - Long walls built perpendicular or nearly perpendicular to the shoreline to keep sand from flowing into a pass or ship channel.

Large-Scale Construction- Construction activity greater than 5,000 square feet in area and habitable structures greater than two stories in height. Multiple-family habitable structures are typical of this type of construction.

Line of Vegetation- The extreme seaward boundary of natural vegetation which spreads continuously inland typically used to determine the landward extent of the public beach. Where there is no natural vegetation line, the landward extent of the public beach may be determined as provided by Sec. 61.016 and Sec. 61.017, Texas Natural Resources Code.

Man-Made Vegetated Mound- A mound, hill, or ridge of sand created by the deliberate placement of sand or sand trapping devices including sand fences, trees, or brush and planted with dune vegetation.

Motor Vehicle or Vehicle- A vehicle as defined by the Texas Uniform Traffic Act, Art. 6701d, Texas Revised Civil Statutes Annotated.

City of Galveston
Dune Protection and Beach Access Plan

APPENDIX B. Definitions

National Flood Insurance Act- 42 United States Code, Sec. 4001, et seq.

Natural Resources- Land, fish, wildlife, insects, biota, air, surface water, groundwater, plants, trees, habitat of flora and fauna, and other such resources.

Off-Beach Parking/Pedestrian Access- The beach is closed to all vehicles for parking and driving throughout the year. Vehicular parking is available on adjacent public streets and parking lots. The beach is accessible to pedestrians by way of public footpaths, dune walkovers or from the public beach easement. (Ord. 06-009)

On-Beach Parking/Pedestrian Access (“T-heads”)- The beach is open to all vehicles for parking throughout the year. The beach is accessible to pedestrians from the public beach easement. (Ord. 06-009)

On-Beach Driving/Vehicular Access- The beach is open to all vehicles for parking and driving throughout the year. (Ord. 06-009)

Payment of a Fee-in Lieu- In cases where completion of an enhancement or restoration project is deemed infeasible due to site constraints as determined by the Department of Development Services, payment of a fee-in-lieu of satisfying the requirement shall be made to the City. Funds collected will be used to support dune restoration, beach nourishment, or beach access improvements. Consideration of payment of a fee-in-lieu will include among other considerations the value of vegetation, sand volume at the current market rate for beach quality sand, and labor costs necessary to complete a similar project of this type.

Pedestrian Only Access- The beach is accessible to pedestrians, by way of footpaths, dune walkovers or from the public beach easement. However, no public parking is available within close proximity. (Ord. 06-009)

Person - An individual, firm, corporation, association, partnership, consortium, joint venture, commercial entity, the United States Government, a state, a municipality, commission, political subdivision, or any international or interstate body or any other governmental entity.

Pipeline- A tube or system of tubes used for the transportation of oil, gas, chemicals, fuels, water, sewerage, or other liquid, semi-liquid, or gaseous substances.

Practicable- In determining what is practicable, the City shall consider whether an action, technology, or technique is commercially available and capable of being done after taking into consideration existing building practices, effectiveness, scientific feasibility, siting alternatives, and the footprint of the structure in relation to the area of the building portion of the lot, and considering the overall development plan for the property. The City shall also consider the cost of the technology or technique.

Production and Gathering Facilities- The equipment used to recover and move oil or gas from a well to a main pipeline, or other point of delivery such as a tank battery, and to place such oil or gas into marketable condition. Included are pipelines used as gathering lines, pumps, tanks, separators, compressors, and associated equipment and roads.

Public Beach- As used in this Plan, “public beach” is defined in the Texas Natural Resources Code, Sec. 61.013(c).

City of Galveston
Dune Protection and Beach Access Plan

APPENDIX B. Definitions

Recreational Activity - Includes, but is not limited to, hiking, sunbathing, and camping for less than 21 days. For purposes of permits, recreational activities are limited to the private activities of the person owning the land and the social guests of the owner. Operation of recreational vehicles is not considered a recreational activity, whether private or public.

Restoration- The process of constructing man-made vegetated mounds, repairing damaged dunes, or vegetating existing dunes.

Restricted Access - The beach is open to vehicles throughout the year only as a special use area for persons with disabilities, saltwater fishermen and the launching of non-motorized personal watercraft. The beach is accessible to pedestrians from the public beach easement and/or adjacent parking areas. (Ord. 06-009)

Retaining Wall- A structure designed primarily to contain material and to prevent the sliding of land.

Sand Budget- The amount of all sources of sediment, sediment traps, and transport of sediment within a defined area. From the sand budget, it is possible to determine whether sediment gains and losses are in balance.

Seasonal Access- Vehicular access/driving is only permitted during designated times of the year, as follows: Vehicles are prohibited on the beach from 6:00 P.M. Friday to 6:00 P.M. Sunday during the month of March, Memorial Day through Labor Day, and all legal holidays. (Ord. 06-009)

Seawall- An erosion response structure that is specifically designed to withstand wave forces. The Galveston seawall is a man-made barrier, which extends from the east tip of the island to a point near 107th Street. It protects the City from overwash damage and shoreline erosion.

Seaward of a Dune Protection Line- The area between a dune protection line and the line of mean high tide.

Small-Scale Construction- Construction activity less than or equal to 5,000 square feet and habitable structures less than or equal to two (2) stories in height. Single-family habitable structures are typical of this type of construction.

Stable Zone- A beach area experiencing an average annual shoreline change of -1 to +1 feet per year;

Structure- Includes, without limitation, any building or combination of related components constructed in an ordered scheme that constitutes a work or improvement constructed on or affixed to land.

Substantial Physical Improvements- The Director of the Department of Development Services, or designee, will approve the determination of “substantial physical improvements”, upon completion of all of the following criteria for development: 1. The filing of a final plat; 2. Installation of public and private infrastructure; 3. Installation of the associated Beach Access Point parking, signage, and walkover; and, 4. The issuance of a building permit for a private residence or public building, excluding a sales office or accessory structure. (Ord. 06-009)

Surveying- The measurement of dimensional relationships as a method of finding mean high water, mean low water, elevations, the dune structure and vegetation line, conducted by a licensed surveyor in the State of Texas.

Swales- Low areas within a dune complex located in some portions of the Texas coast which function as natural rainwater collection areas and are an integral part of the dune complex.

City of Galveston
Dune Protection and Beach Access Plan

APPENDIX B. Definitions

Washover Areas- Low areas that are adjacent to beaches and are inundated by waves and storm tides from the Gulf of Mexico. Washovers may be found in abandoned tidal channels or where foredunes are poorly developed or breached by storm tides and wind erosion. (Ord 93-73, Ord 94-26)

DRAFT

City of Galveston

Erosion Response Plan

APPENDIX C of the City of Galveston

Dune Protection Beach Access Erosion Response Plan

DRAFT

City of Galveston
Dune Protection and Beach Access Plan

APPENDIX C. City of Galveston Erosion Response Plan

INTRODUCTION

1.1. Purpose of ERP

The City of Galveston has prepared this Erosion Response Plan (ERP) to achieve the following broad local objectives:

- Reduce public expenditures for erosion and storm damage losses to public and private property, including public beaches;
- Ensure the health and stability of existing dune systems and dune vegetation;
- Encourage the natural recovery of dunes and beaches following storm-induced erosion;
- Provide for the establishment of new dunes through restoration projects; and
- Allow for the landward migration of beaches and dunes due to erosion.

Provisions of the ERP are designed to implement dune protection, erosion response, and beach access policies and objectives in the City Comprehensive Plan and comply with State requirements set forth in Title 31 Texas Administrative Code, §15.17 (31 TAC 15.17). In 2009, the Texas legislature adopted Texas Natural Resources Code §33.607, which requires local governments along the Gulf Coast to develop plans for reducing public expenditures for erosion and storm damage losses. To implement the law, the Texas General Land Office (GLO) adopted rules to guide local government's preparation of erosion response plans. The rules are intended to ensure local governments enact regulations to reduce future storm damage and protect public access to beaches.

The ERP identifies recommended amendments to the City's existing Dune Protection and Beach Access Plan found in Section 29-90 (Development, Preservation and Protection of Sand Dunes) of the Zoning Standards (Chapter 29 of the Code of Ordinances of the City of Galveston). Consistent with Texas Natural Resources Code, §61.001 (Open Beaches Act) and §63.001, et seq. (Dune Protection Act), the City's Dune Protection and Beach Access Plan, with these amendments, establishes standards for managing the public beach and human activities occurring on property fronting the Gulf of Mexico within 1000 feet of mean high tide.

In accordance with Texas Natural Resources Code §33.607, the ERP will need to be reviewed, and updated as appropriate, every five (5) years or after a storm event that affects the Galveston coast, whichever occurs first. In the event of a significant storm event, the GLO will often enact temporary "emergency" rules that will take precedence over locally adopted regulations. During the timeframe of the temporary rules, the City of Galveston will review and assess any changes in shoreline conditions that may require amendments to the ERP.

City of Galveston
Dune Protection and Beach Access Plan

APPENDIX C. City of Galveston Erosion Response Plan

1.2. Scope of the Plan

The ERP addresses conditions along the 30-mile long Gulf coastline on Galveston Island, excluding the Galveston Island State Park and the Town of Jamaica Beach. Sections of the ERP offer the following:

- A review of existing shoreline conditions, including information regarding shoreline change or erosion rates;
- A definition of a Dune Conservation Area where beachfront dunes naturally occur, where restored (man-made) dunes may be located, and where dunes may migrate landward as erosion occurs;
- Construction prohibitions, exemptions, and standards for construction activities within and seaward of the Dune Conservation Area;
- A definition of an Enhanced Construction Zone and construction standards for construction activities within the Enhanced Construction Zone.;
- Opportunities for mitigation, restoration, and preservation of dune systems;
- Strategies to improve public beach access;
- Procedures for post-storm damage assessment of beach access points; and
- Criteria for acquiring property within or seaward of the Dune Conservation Area.

1.3. Relationship to Other City Plans

The ERP is designed to be consistent with City plans and policies, including the 2011 Comprehensive Plan for the City of Galveston (Comp Plan), adopted in October 2011, and the Hazard Mitigation Plan, adopted in April 2011. The Comp Plan identifies protection of the Island's beach and dune systems as top priorities for the City, and includes the following two objectives especially relevant to the ERP.

OBJECTIVE NR-2. PROTECT THE INTEGRITY AND FUNCTION OF GALVESTON ISLAND'S BEACHES, DUNES, AND BAY WETLANDS. Galveston Island's beaches, dunes, and bay wetlands are sensitive natural resources providing a number of well-recognized benefits. Beaches and dunes are an integral part of the coastal landscape, lending beauty to the shoreline. As natural coastal barriers, the Island's dunes absorb the force of winds and high waves during major storms and help prevent or delay inland flooding and resulting property damage. Dunes also function as a source for natural beach nourishment after storms. The bay's marsh wetlands provide critical area for native and migratory land and marine species and act as natural buffers from the full force of waves, winds, and storm surges. Additionally, these wetland areas filter sediments and pollutants from the water draining from upland areas thus helping to maintain water quality. The Island's beaches, dunes, and bay wetlands play critical roles in protecting the Island from the effects of the coastal forces, and the health of these sensitive, inter-related ecosystems plays a key part in ensuring the City's long-term resiliency and sustainability.

OBJECTIVE NR-4. RESPOND PROACTIVELY TO LAND LOSS ON GALVESTON ISLAND.

Land loss associated with shoreline retreat along the Island's beach and bay, resulting from a combination of regional subsidence, erosion, and relative sea level rise, has increasingly challenged government agencies and coastal communities. Over the years, man-made projects that influence the near-shore system such as the construction of dams and levees in riverine systems have reduced the sources of sediment to the Gulf Coast. Likewise, the construction of jetties and navigation channels has interrupted the littoral flow of sediments (long-shore drift) at coastal passes. Upland development also affects the natural migration of sediments. As a result, while East Beach accretes due to eddies in the long-shore current interrupted by the

City of Galveston
Dune Protection and Beach Access Plan

APPENDIX C. City of Galveston Erosion Response Plan

jetties at Bolivar Roads, most of Galveston’s beachfront shoreline from Stewart Beach westward is eroding at rates that have averaged between 5-10 feet per year for the last fifty years. Without continued intervention, land loss on Galveston Island will not be reversed in the life span of this document. The impact of global sea level rise is anticipated to be greatest on low-lying barrier islands, such as Galveston Island. The City of Galveston did not create these regional or global circumstances, but given the disproportionate impact they have on this community, it is incumbent on the City to continue to respond proactively. The City has taken important first steps toward such a response, but much remains to be done to ensure that any future development on the Island is sustainable and resilient.

Additionally, the Comp Plan provided guidance in the development of the ERP through the following strategies:

- **Land Use Element Strategies** Perform Assessment of the Sensitive Environmental Areas Islandwide
- Create Matrix of Development Incentives and Regulations to Protect and Preserve Sensitive Environmental Areas
- Encourage Alternative Methods to Further Protect Dunes, Wetlands, Scenic Open Space and Community Character on the West End

Natural Resource Element Strategies

- Strengthen Regulations Designed to Protect and Restore the Island’s Dune Systems
- Review and Update Zoning Standards and Subdivision Regulations to Protect the Integrity and Function of Galveston’s Natural Resources
- Maintain and Implement the City’s Beach Access Plan
- Develop and Implement a Dune Management and Restoration Plan
- Participate with other Governmental Agencies and Initiate Intergovernmental Coordination Efforts to Mitigate Coastal Land Loss
- Partner to Promote Beach and Bay Shoreline Stabilization
- Establish and Dedicate Local Funding for Shoreline Stabilization
- Research and Implement Innovative Projects to Promote Shoreline Stabilization

Infrastructure Element Strategies

- Continue to Explore Structural and Non-Structural Mitigation Strategies
- Maintain and Protect Existing Mitigation Features

Disaster Planning Element Strategies

- Develop a Coastal Erosion Response Plan (ERP) and Address Non-Coastal Land Loss
- Protect the Integrity of the Seawall

The Hazard Mitigation Plan identifies a variety of natural hazards and risks and the actions the City should take to reduce the effects of natural hazards on the place and its population. The Hazard Mitigation Plan identifies coastal erosion and coastal retreat as two of the hazards with the “highest potential for damaging physical assets, people and operations in Galveston.” The Hazard Mitigation Plan includes an action plan that identifies citywide goals and objectives and specific actions that should be taken to mitigate against potential natural hazards, including:

- Supporting aggressive beach nourishment program to address critical erosion areas;
- Installing shoreline protection devices in areas subject to coastal erosion to reinforce dune systems
- Elevating of structures at risk from flooding.

City of Galveston
Dune Protection and Beach Access Plan

APPENDIX C. City of Galveston Erosion Response Plan

1.4. Planning Process and Public Input

Public involvement has played a central role in the development of beachfront construction, beach access, and dune protection and restoration plans and programs in the City of Galveston. Prior to Hurricane Ike, the Planning Commission had periodically conducted workshops to discuss beachfront construction regulations specifically-related to construction setbacks and building practices. In addition, the City spent considerable time drafting comments in response to 2007 legislation regarding erosion response planning (House Bill 2819). The City's final comments regarding HB 2819 were submitted to the GLO on August 14, 2008.

An intensive process of public engagement was followed in preparing the ERP. Starting in April 2011, ERP provisions were discussed in a variety of public forums and workshops, including the following:

April 28, 2011	City Council Workshop
April 30, 2011	Progress Galveston Public Workshop
May 3, 2011	Planning Commission Regular Meeting
May 10, 2011	Planning Commission Workshop
May 24, 2011	Planning Commission Workshop with Public Comment
June 7, 2011	Planning Commission Public Hearing
June 9, 2011	City Council Public Hearing
June 23, 2011	City Council Public Hearing
July 15, 2011	Stakeholder Meeting with west end property owners
July 21, 2011	Progress Galveston Public Workshop
September 28, 2011	ERP Workshop 1
September 29, 2011	Stakeholder Meeting with west end property owners
October 12, 2011	ERP Workshop 2
October 26, 2011	ERP Workshop 3
November 3, 2011	Progress Galveston Public Workshop
November 16, 2011	ERP Workshop 4
January 31, 2012	Planning Commission Workshop
February 7, 2012	Planning Public Hearing
March 9, 2012	City Council Workshop
April 12, 2012	City Council Public Hearing (Plan Adoption)

In addition to these forums and workshops, the City posted information, updates, and draft maps and plans on City websites, including the City's home page (www.cityofgalveston.org) and the website established for post-Ike planning initiatives (www.progressgalveston.com).

EXISTING SHORELINE CONDITIONS

This section of the ERP provides a general overview of shoreline conditions on Galveston Island, including a review of shoreline change rates for segments of the City of Galveston shoreline and a general description of the existing dune system.

1.5. Overview

Coastal erosion, storm events, and coastal construction projects have strongly influenced conditions along the Galveston coastline. Significant portions of the Island's coast experience high rates of erosion, upland development has impacted the natural landward migration of dune systems and sediments, and coastal

APPENDIX C. City of Galveston Erosion Response Plan

shoreline protection projects (i.e., jetties, seawall, and navigation channels) have limited the supply and interrupted the long-shore drift of sediment. The combined effects of these phenomena have diminished the health and stability of Galveston's beach and dune systems, and thus increased the vulnerability of public and private property to damage during major storms.



Figure 1. Effects of severe storm damage and erosion sustained during Hurricane Ike.

While the eastern end of Galveston Island accretes due to a reversal in longshore transport caused by the jetties at Bolivar Roads, most of Galveston's beachfront shoreline from Stewart Beach westward is eroding. Several locations on the Island, such as at the western end of the Galveston Seawall, have experienced a high average rate of erosion of more than eight (8) feet per year. For the past century, the Seawall has protected the core of the City from major storms, but with high rates of erosion and an impaired dune system, the western end of the Island remains particularly susceptible to flooding and other impacts of major storms. The western end of the Island is largely developed, with limited unplatted parcels remaining. Over the past several decades, beach nourishment and dune restoration projects have helped address long-term erosion through introduction of sand to the beach/dune system, but for the most part, erosion along the western end of the Island has continued to make beachfront property and infrastructure vulnerable to damage in major storm events.

1.6. Shoreline Change Rates

Similar to other areas along the Texas coast, Galveston Island's shoreline is subject to considerable variability in actual shoreline change rates from year to year. A typical cycle consists of a large storm-induced retreat followed by months, and sometimes years, of recovery during relatively benign wave conditions. Shoreline locations also vary seasonally, typically exhibiting winter retreat and summer advance. Tracking shoreline change over time is an important factor to consider in developing erosion response measures.

As designated by the State of Texas, The University of Texas at Austin, Bureau of Economic Geology (BEG) is the official repository of statewide historic shoreline change data. In preparing this ERP, the City reviewed BEG historical and projected shoreline data, including the most recently reported average shoreline change rates for the period between 1882 and 2007.¹ These shoreline change rates were "calculated for the latest coast-wide aerial photography that predates Hurricane Ike, which significantly altered beach and dune

¹ Bureau of Economic Geology. <http://www.beg.utexas.edu/coastal/download.php>

City of Galveston
Dune Protection and Beach Access Plan

APPENDIX C. City of Galveston Erosion Response Plan

morphology and shoreline position.”² Due to the extent of shoreline management activity on Galveston Island over the past 15 years, the City has chosen to utilize the linear regression rate (LRR) to best reflect long-term background erosion rates.

For purposes of the ERP, the beaches within the City of Galveston were divided into the following Aggregate Shoreline Change Zones based on analysis of BEG shoreline change rates:

- **Accreting Zone.** Average annual shoreline advance in excess of +1 feet per year;
- **Stable Zone.** Average annual shoreline change of -1 to +1 feet per year;
- **Eroding Zone.** (-2 ft/yr). Average annual shoreline retreat of -1 to -3 feet per year;
- **Eroding Zone.** (-4 ft/yr). Average annual shoreline retreat of -3 to -5 feet per year;
- **Eroding Zone.** (-6 ft/yr). Average annual shoreline retreat of -5 to -7 feet per year;
- **Eroding Zone.** (-8 ft/yr). Average annual shoreline retreat in excess of -7 feet per year.
- **Seawall Zone.** Shoreline change affected by Seawall.

The following table and attached Exhibit A: Aggregate Shoreline Change Zone Maps identify the general location and extent of each of the Aggregate Shoreline Change Zones.

DRAFT

² Paine, J. G., Mathew, S., and Caudle, T.L. 2011. Texas Gulf shoreline change rates through 2007: The University of Texas at Austin, Bureau of Economic Geology. Final report prepared for General Land Office, under contract no. 10-041-000-3737, 38 p. + CD-ROM.

City of Galveston
Dune Protection and Beach Access Plan

APPENDIX C. City of Galveston Erosion Response Plan

TABLE 1: AGGREGATE SHORELINE CHANGE ZONES

Aggregate Shoreline Change Zone		Western Boundary	Eastern Boundary
1	Accreting	West end of Island	Pointe West
2	Stable (0 ft/yr)	Small segment within Pointe West	
3	Eroding (-2 ft/yr)	Pointe West	Ocean Club Villas (Grassy Point Road)
4	Eroding (-4 ft/yr)	Ocean Club Villas (Grassy Point Road)	Terramar Subdivision (Beach Access Point)
5	Eroding (-2 ft/yr)	Terramar Subdivision (Beach Access Point)	Texas Campground
6	Eroding (-4 ft/yr)	Texas Campground	City of Jamaica Beach
<i>n/a –City of Jamaica Beach and & Galveston Island State Park</i>			
7	Eroding (-6 ft/yr)	Galveston Island State Park (13 Mile Road)	Marquette Property
8	Eroding (-8 ft/yr)	Marquette Property	Spanish Grant Blvd
9	Eroding (-8 ft/yr)	Spanish Grant Blvd	Sunrise Estates (Sunrise Ct)
10	Eroding (-8 ft/yr)	Sunrise Estates (Sunrise Ct)	West end of Seawall (103rd Street)
11	Seawall Zone	West end of Seawall (103rd Street)	11th Street
12	Stable (0 ft/yr)	11th Street	9th Street
13	Stable (0 ft/yr)	9th Street	Beach Drive
14	Stable (0 ft/yr)	Small segment near Beach Drive	
15	Accreting	Beach Drive	East end of Island

The City should investigate feasibility of an annual survey of erosion rates that could be used to determine Aggregate Shoreline Change Zones in future editions of ERP.

1.7. Beach and Dune System

Coastal beaches and dune systems are sensitive natural resources and provide a number of well-recognized benefits. Beaches and dunes are an integral part of the coastal landscape, lending both beauty and protection to the shoreline. As natural coastal barriers, the Island's dunes absorb the force of winds and high waves during major storms and help prevent or delay inland flooding and resulting property damage. Dunes provide protection to landward structures by blocking storm tides and waves, and by providing a sediment source for natural beach nourishment after storms. Wide beaches and high continuous dunes are the best defense against coastal storms. High, continuous dunes tend to block storm surge, while lower, discontinuous dunes can be overrun by storm surge and flood low-lying areas behind them.³

Due to high levels of erosion, coastal development, and destruction caused by Hurricane Ike, the dune system and line of vegetation (LOV)—the extreme seaward boundary of natural vegetation—on the western end of Galveston Island are incomplete and discontinuous. Where dune systems exist, they include both natural and restored (man-made) systems, with dune height, width, and vegetated cover varying along the shoreline.

³ McKenna, K.K. and Paine, J.G. 2009. Texas Coastwide Erosion Response Plan. Prepared for the Texas General Land Office, Contract No. 06-076-000, 86 p. + apps.

City of Galveston
Dune Protection and Beach Access Plan
APPENDIX C. City of Galveston Erosion Response Plan

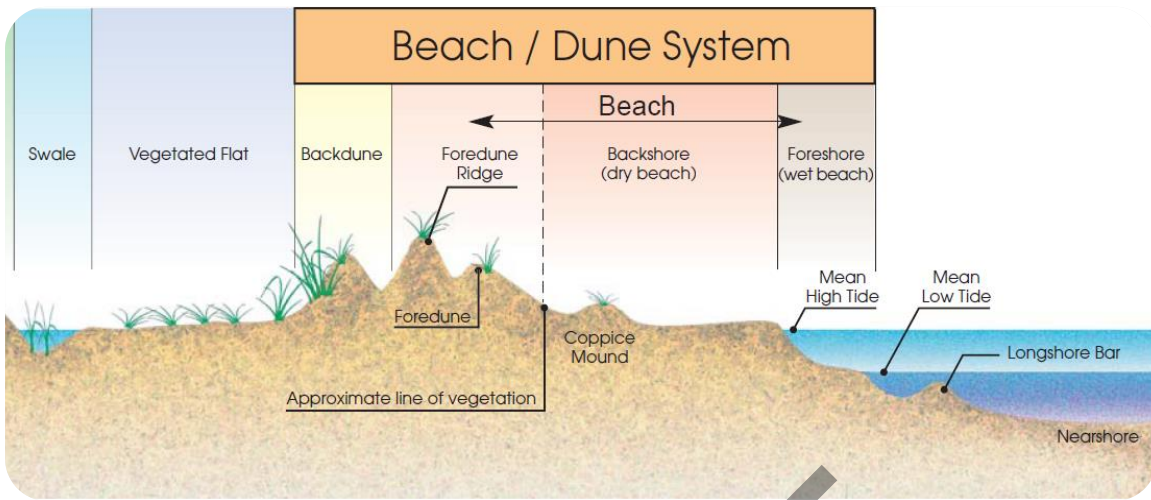


Figure 2. Illustration showing typical cross section of a Texas barrier island.
(Modified from from GLO Dune Manual)



Figure 3. Restored (man-made) dune system with recently established vegetation.

Recent research, however, provides information regarding locations along the beach where dunes are most likely to naturally form and remain relatively stable. Through analysis of LIDAR surveys, Gibeaut and Caudle concluded that the elevation where dunes are most likely to form (or where the natural line of vegetation may occur) is about four (4) feet above mean sea level (MSL), or approximately 4.5 feet above the North American Vertical Datum (NAVD).⁴ The seaward extent of dune systems, marked by the line of vegetation, typically forms at or above this elevation because it is sufficiently high enough on the dry beach to not be affected by normal, seasonal tidal fluctuations. Additionally, Gibeaut and Caudle determined that the typical natural foredune complex along the upper Texas coast occupies an approximate 200-foot wide corridor as measured landward from the +4.5 feet NAVD contour. Gibeaut, Gutierrez, and Hepner suggested that, along the upper Texas coast, washover and damage to beachfront construction from storms with surges of up to approximately

⁴ Gibeaut, J.C., and Caudle, T.L. 2009. Defining and Mapping Foredunes, the Line of Vegetation, and Shorelines along the Texas Gulf Coast. Harte Research Institute for the Gulf of Mexico Studies and Bureau of Economic Geology, p. 10.

City of Galveston
Dune Protection and Beach Access Plan

APPENDIX C. City of Galveston Erosion Response Plan

five (5) feet does not typically occur where the foredunes are at least ten (10) feet high or 100 feet wide.⁵

During the design of the West Galveston Island Beach Nourishment Project for the GLO in 2010, the shape of natural dunes along west Galveston Island was analyzed. As shown in Figures 4 through 7, the width of natural foredunes at select locations along Galveston ranges from approximately 60 to 110 feet. Measurements of natural dunes at the Galveston Island State Park by Gibeaut, Gutierrez, and Hepner showed a foredune width of approximately 65 to 110 feet (Figure 4).

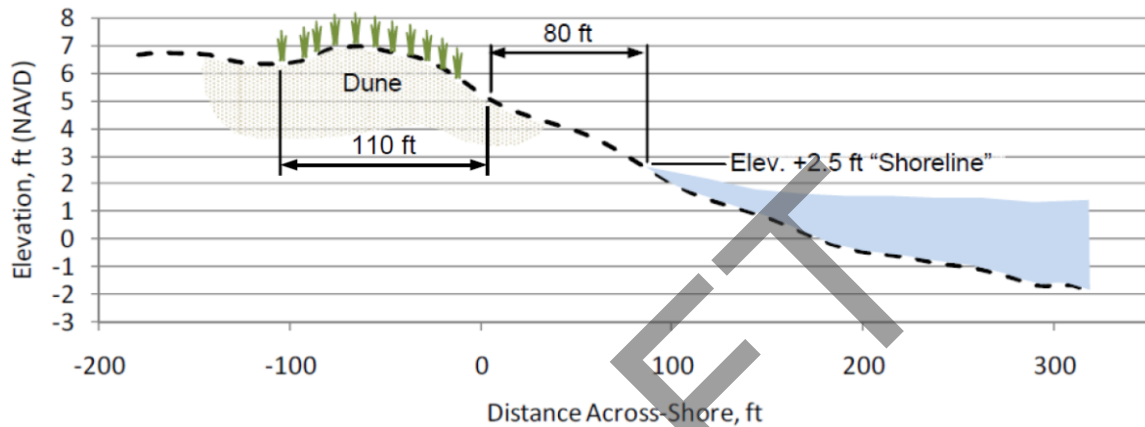


Figure 4. Average profile representing natural dune/beach system at Galveston Island State Park (modified after HDR 2009).⁶

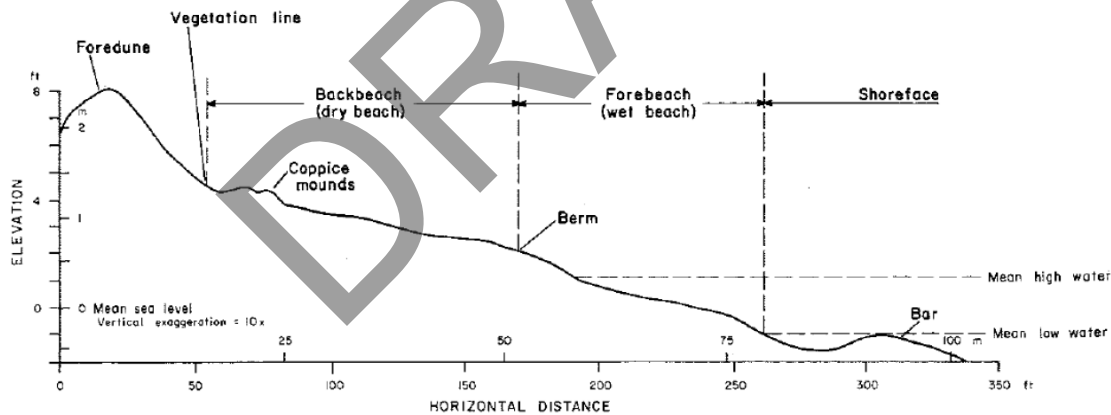


Figure 5. Natural Beach Profile at West Galveston Island.⁷

⁵ Gibeaut, J.C., Gutierrez, R., and Hepner, T. 2002. Threshold conditions for episodic beach erosion along the southeast Texas coast. Gulf Coast Association of Geological Societies Transactions, v. 52, p. 323-335.

⁶ HDR Engineering, Inc. 2009. Performance Analysis for the Proposed West Galveston Island End of Seawall Beach Nourishment. Prepared for the Texas General Land Office, CEPRA Project No. 1391, HDR Project No. 124626 (PW83321), 22 p. + apps.

⁷ Morton, R.A. and Paine, J.G. 1985. Beach and Vegetation-Line Changes at Galveston Island, Texas: Erosion, Deposition, and Recovery from Hurricane Alicia. Geological Circular 85-5. The University of Texas at Austin, Bureau of Economic Geology.

City of Galveston
Dune Protection and Beach Access Plan

APPENDIX C. City of Galveston Erosion Response Plan

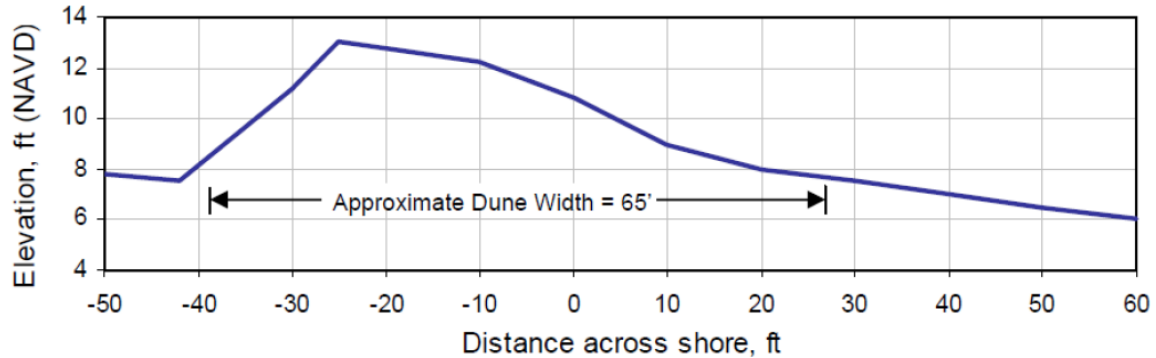


Figure 6. Natural dune profile at Silverleaf's Seaside Resort (June 2004).⁸

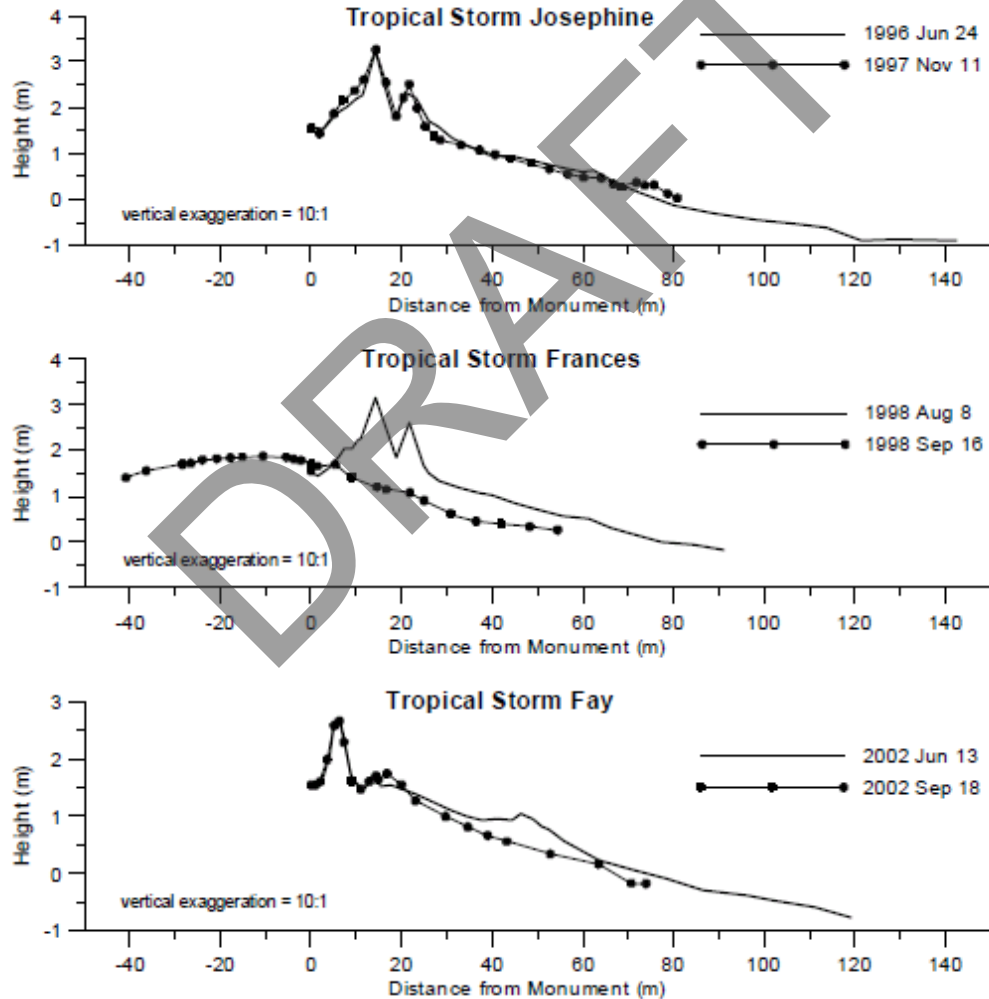


Figure 7. Natural dune profiles from Galveston Island State Park before and after major storms (modified after Gibeaut *et al.* 2003).⁹

⁸ HDR Engineering, Inc. 2009. West Galveston Island End of Seawall Beach Nourishment, Design Basis Memorandum. Prepared for the Texas General Land Office, CEPRA Project No. 1391, HDR Project No. 88091 (PW83321), 72 p. + apps.

⁹ Gibeaut, J. C., Hepner, T. L., Waldinger, R. L., Andrews, J. R., Smyth, R. C., and Gutierrez, R. 2003. Geotextile tubes along the upper Texas Gulf coast: May 2000 to March 2003. The University of Texas at Austin, Bureau of Economic Geology. Final

City of Galveston
Dune Protection and Beach Access Plan

APPENDIX C. City of Galveston Erosion Response Plan

Based on recent research regarding dune locations and profiles, the City has adopted the following definition for restored (man-made) dunes:

For the purposes of determining construction setbacks and the location of the Dune Protection Line, a restored dune shall be defined as having more than 50% vegetative cover, a 3:1 slope, an average height of 75% of the island's base flood elevation as measured from mean sea level, a naturally established connection to the dune contour and elevation of the adjacent property, and shall not extend further seaward than 4.1' elevation from mean sea level.

These guidelines result in a dune footprint that is a minimum of 50 feet wide and has a dune height of approximately ten (10) feet.

3. DUNE CONSERVATION AREA AND ENHANCED CONSTRUCTION ZONE

3.1 Definition

The City defines a Dune Conservation Area and an Enhanced Construction Zone as follows:

Dune Conservations Area. The Dune Conservations Area shall be defined as areas along Galveston's Gulf Coast where beachfront dunes naturally occur and where restored (man-made) dunes may be located. The Dune Conservation Area shall also include lands within 25' of the north toe of existing or restored (man-made) dunes.

Dune Conservation Area Limits- The seaward limit of the Dune Conservation Area (DCA) shall be the most seaward contour line corresponding to elevation +4.00 foot NAVD or the line of vegetation, whichever is farther landward, as established by a topographic survey. Where proposed beach nourishment, dune restoration, or other activity has the potential to influence a property's natural topography and/or move beach or dune contours seaward, the seaward limit shall be established by determining the +4.00 foot NAVD elevation and line of vegetation prior to construction. Where beach contour lines have been affected by beach maintenance or construction projects, the seaward limit shall be established by a line connecting the nearest naturally-occurring +4.00 foot NAVD contour to the west and the east of the property. The landward limit of the Dune Conservation Area shall be defined as the north toe of an existing dune or restored (man-made) dune plus a 25-foot landward offset.

Enhanced Construction Zone. The Enhanced Construction Zone shall be defined as areas immediately landward of the Dune Conservation Area with the potential to be effected by the long-term effects of erosion. The Enhanced Constructed Zone shall be established for areas with Aggregate Shoreline Change Rates eroding more than -2 feet per year as defined in Section 3.2 below. Construction activities in the Enhanced Construction Zone will be required to meet higher standards than activities in areas further landward.

City of Galveston
Dune Protection and Beach Access Plan

APPENDIX C. City of Galveston Erosion Response Plan

Development conditions and standards that apply to the Dune Conservation Area and Enhanced Construction Zone do not apply to properties within the Seawall Zone, as shown in Exhibit A within this Plan. Development within this area shall be governed by existing City and state policies and regulations.

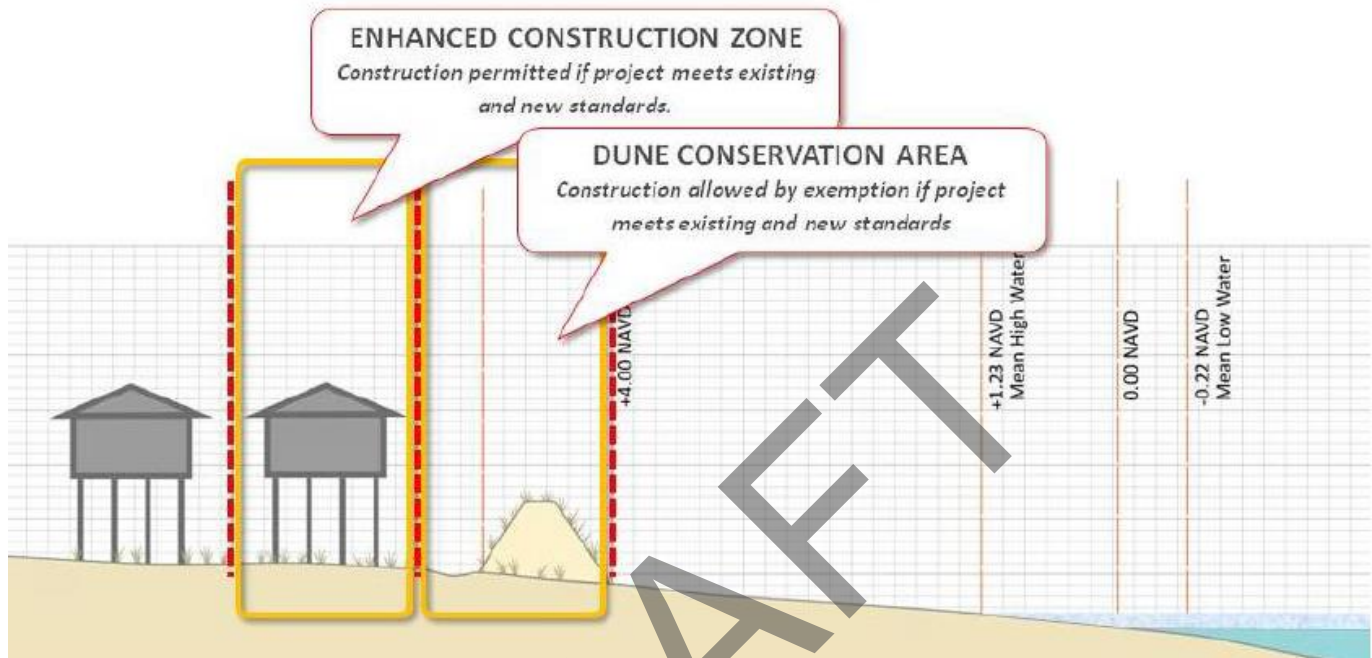


Figure 8. Graphic illustrating limits of the Dune Conservation and Enhanced Construction Zone

3.2 Mapping of the Dune Conservation Area and Enhanced Construction Zone

The City will amend existing regulations to require the following be shown on boundary and topographic surveys submitted with applications for Beachfront Construction Certificates and Dune Protection Permits:

Dune Conservation Area Limits- The seaward limit of the Dune Conservation Area (DCA) shall be the most seaward contour line corresponding to elevation +4.00 foot NAVD, or the line of vegetation, whichever is farther landward as established by a topographic survey. Where proposed beach nourishment, dune restoration, or other activity has the potential to influence a property's natural topography and/or move beach or dune contours seaward, the seaward limit shall be established by determining the +4.00 foot NAVD elevation, and the line of vegetation prior to construction. Where beach contour lines have been affected by beach maintenance or construction projects, the seaward limit shall be established by a line connecting the nearest naturally-occurring +4.00 foot NAVD contour or the line of vegetation to the west and the east of the property. The landward limit of the Dune Conservation Area shall be defined as the north toe of an existing dune or restored (man-made) dune plus a 25-foot landward offset.

City of Galveston
Dune Protection and Beach Access Plan

APPENDIX C. City of Galveston Erosion Response Plan

Enhanced Construction Zone Limits- The landward limit of the Enhanced Construction Zone shall be shown for areas along Galveston's Gulf Coast with Aggregate Shoreline Change Rates of -2 feet per year or greater. The landward limits shall be 125 feet from the landward limit of the Dune Conservation Area.

Seawall Zone Limits. Mapping of the Dune Conservation Area and Enhanced Construction Zone is not required for properties along the Seawall Zone.

The City has established procedures for applicants to follow in surveying and mapping of the seaward and landward limits of the Building Setback Area.

The approximate extent of the Dune Conservation Area and Enhanced Construction Zone are shown in Exhibit B of this Plan. These maps, indicating the approximate limits of the Dune Conservation Area and Enhanced Construction Zone, are included for illustrative purposes only—actual area limits shall be established by an individual survey of each parcel prior to submittal of an application for a Beachfront Construction Certificate or Dune Protection Permit.

The City has instituted a long-term survey program to map the limits of the Dune Conservation Area and Enhanced Construction Zone, subject to City Council goals and budget appropriations. Survey data collected through the survey program will be used to guide future planning efforts and as a tool to assess changing beachfront conditions.

4. EXEMPTIONS FOR CONSTRUCTION WITHIN THE DUNE CONSERVATION AREA

This section of the ERP describes standards for exemptions for construction in the Dune Conservation Area. The City recognizes that beach and dune systems are vital natural resources providing protection to upland properties and structures, recreation areas, and public infrastructure, and will therefore amend existing regulations to ensure new construction is sited and designed to accomplish the following general objectives of this Plan:

- Avoid or minimize adverse impacts to existing dune systems;
- Avoid or minimize development in areas where dunes may be located through natural formation, landward migration, or restoration; and
- Allow natural dune fluctuations, migration, and recovery following coastal storm events.

4.1 Construction within or Seaward of Dune Conservation Area

The City will amend existing regulations to prohibit construction within or seaward of the Dune Conservation Area and provide for exemptions for new construction and renovations of existing structures. To the maximum extent practicable, all structures shall be constructed landward of the Dune Conservation Area. Construction of structures landward of the Dune Conservation Area establishes a rebuttable presumption that the permittee has followed the mitigation sequence requirements for avoidance and minimization of effects on dune and dune vegetation specified in §15.4(f) of the Natural Resources and Conservation Code. However, the permittee is not exempt from compliance with compensatory mitigation requirements for unavoidable adverse effects on dunes and dune vegetation as provided within this Plan.

APPENDIX C. City of Galveston Erosion Response Plan

4.2 Consideration of Exemptions

The City will amend existing regulations to allow property owners to request an exemption from the prohibition on construction within or seaward of the Dune Conservation Area for one of the following:

1. Properties for which the owner has demonstrated to the satisfaction of the City that there is no practicable alternative to construction within or seaward of the Dune Conservation Area. In determining what is practicable, the City shall consider whether an action, technology, or technique is commercially available and capable of being done after taking into consideration existing building practices, effectiveness, scientific feasibility, siting alternatives, and the footprint of the structure in relation to the area of the building portion of the lot, and considering the overall development plan for the property. The City shall also consider the cost of the technology or technique.
2. Properties with a valid Beachfront Construction Certificate approved under the City's Dune Protection and Beach Access Plan prior to the adoption of the City of Galveston ERP- Adopted by COG on May 7, 2012. Effective into rule on December 13, 2012.
3. Structures located within or seaward of the Dune Conservation Area prior to the effective date of the ERP (adopted by COG on May 7, 2012. Effective into rule on December 13, 2012) for which modifications are sought that do not increase the footprint further seaward of the existing structure, that have not been determined "substantially damaged" under the City's flood regulations, and that have not been abandoned for a period of more than 12 months. For the purposes of this section, "abandoned" shall mean a rebuttable determination by the City of an intention to not repair or return to the structure. Structures within or seaward of the Dune Conservation Area that have been substantially damaged or abandoned for a period of more than 12 months shall be subject to conditions of this Plan.

5. CONSTRUCTION AND CONDITIONS

The City amended existing regulations to apply the following construction standards and conditions to projects within the Enhanced Construction Zone and for projects found to be exempt from the prohibition on construction within or seaward of the Dune Conservation Area.

Existing regulations were amended to establish that Beachfront Construction Certificates for construction activity are in accordance with Item (D) Permitting Authorities as found beginning on page 3 of this Plan.

5.1 Mitigation Plan

The applicant shall prepare a comprehensive mitigation plan which includes a detailed description of the methods used to avoid, minimize, mitigate, and/or compensate for any adverse effects on dunes or dune vegetation as provided in Item (O) of this Plan.

5.2 Prohibited Activities

The proposed construction shall not involve a prohibited activity as provided in this Plan.

The proposed construction shall not materially weaken dunes or materially damage dune vegetation based on substantive findings within this Plan.

5.3 Dune Protection and Restoration

1. The proposed construction shall be located as far landward as practicable.

City of Galveston
Dune Protection and Beach Access Plan

APPENDIX C. City of Galveston Erosion Response Plan

5.3 Dune Protection and Restoration

1. The proposed construction shall be located as far landward as practicable.
2. No ground-level enclosures below base flood elevation (BFE) shall be allowed in the Dune Conservation Area.
3. The proposed construction shall be designed to minimize impacts to natural hydrology and provide for the gradual and dispersed drainage of storm water runoff, such that runoff within the lot approximates natural rates, volumes, and direction of flow to avoid erosion and dune damage as provided in this Plan.
4. The proposed construction shall not result in the removal or destruction of vegetation or alteration of existing topography unless otherwise unavoidable during construction.
5. Where impacts are unavoidable, areas where vegetation was removed or destroyed shall be revegetated and topography shall be restored consistent with provisions of this Plan.
6. Prior to the commencement of proposed construction, a dune enhancement or restoration project consistent with the definition for restored (man-made) dunes provided within this Plan shall be completed. In cases where completion of an enhancement or restoration project is deemed infeasible due to site constraints as determined by the Department of Planning and Community Development, payment of a fee-in-lieu of satisfying the requirement shall be made to the City. Funds collected will be used to support dune restoration, beach nourishment, or beach access improvements.

5.4 Site and Building Design

The proposed construction shall be designed to minimize the extent of paved areas as follows:

1. Paving or altering of sites is prohibited in the area seaward of 25 feet from the north toe of an existing or restored (man-made) dune.
2. Paving used under the habitable structure and for driveway(s) connecting the habitable structure and the street is limited to the use of 4 foot by 4 foot sections of fibrous reinforced concrete in lieu of steel reinforcement in accordance with City specifications, which shall be a maximum of four inches thick with sections separated by expansion joists, or pervious materials approved by the Department of Development Services.
3. The City shall assess a “Fibrous Reinforced Concrete Maintenance Fee” of \$200.00 to be used to pay for the clean-up of fibrous reinforced concrete from the public beaches should the need arise.
4. Driveways are limited to the linear width of the primary structure, along the main street, and a minimum of 15% of the front yard must be maintained as open/unimproved area. The area for measurement of the open/unimproved space will be from the front building façade, where the driveway begins, to the platted property line.
5. For large-scale construction, impervious surfaces shall be limited to 40% of the area landward of the Dune Conservation Area. The determination of the percentage of impervious surfaces and pervious surfaces allowed must include the area beneath the habitable structure, whether or not the area or any portion of the area beneath the habitable structure is left in a natural state.
6. Plans and certifications for proposed structures shall be sealed by a registered professional engineer licensed in the State of Texas, providing evidence of the following:
 1. The adequacy of elevated building foundations and the proper placement, compaction, and protection of fill when used as construction for all newly constructed, substantially damaged, and substantially improved buildings elevated on pilings, posts, piers, or columns in accordance with the latest edition of specifications outlined in American

City of Galveston
Dune Protection and Beach Access Plan

APPENDIX C. City of Galveston Erosion Response Plan

Society of Civil Engineers, Structural Engineering Institute, Flood Resistant Design and Construction, ASCE 24-05.

2. Structures are elevated and no enclosures below BFE are located within the Dune Conservation Area.
3. Construction is designed to minimize impacts to natural hydrology.
4. For small-scale construction, structures are designed for feasible, above-site relocation.
5. For large-scale construction, financial assurance is required to fund the eventual relocation or demolition and removal of the proposed structure. Financial assurance may be provided in the form of an irrevocable letter of credit, performance bond, or other instruments acceptable to the City.

5.5 Beach Access

All developments, other than single-family habitable structures on previously platted lots, shall provide an accessible-public beach access walkover that complies with Texas Department of Licensing and Regulation Standards.

5.6 Plat Notations

1. Platted Land
All new subdivisions of land submitted for plat approval after April 12, 2012 shall contain a note on the plat advising of the location of the property within the Dune Conservation Area, and that reads substantially as follows: "The lots or parcels shown on this plat may be located within the Dune Conservation Area and may be subject to more stringent building requirements or limitations under State of Texas or City of Galveston regulations."
2. Unplatted Land
For land not required to be platted, prior to the issuance of a building permit for construction of a residential structure or use on property located within the Dune Conservation Area that has been platted prior to April 12, 2012, or that is otherwise not required to be platted, an affidavit in the form prescribed by the city shall be executed by the owners of the property setting forth notice language as described above."

During Land Development Regulations update process, regulations shall be created to specifically address building requirements for accreting and stable beaches, with special emphasis on managed beaches. During Land Development Regulations update process, regulations shall be created to specifically address building requirements for accreting and stable beaches, with special emphasis on managed beaches.

6. PRESERVING AND ENHANCING PUBLIC BEACH ACCESS

This section of the ERP describes actions the City will undertake to preserve and enhance the public's right of access to and use of the public beach. Following state requirements, the City has evaluated the condition of existing beach access improvements and assessed their vulnerability to damage from erosion and storm events. The City has also prepared plans to manage, maintain, and improve conditions at existing and potential access points which include the following:

- Establishment of design and construction standards to reduce post-storm repair costs;
- Establishment of goals to guide ongoing beach access maintenance and improvement activities;
- Identification of priorities and an implementation schedule for improvements; and
- Establishment of procedures for post-storm assessments to document damage and requirements for repair and rehabilitation.

City of Galveston
Dune Protection and Beach Access Plan

APPENDIX C. City of Galveston Erosion Response Plan

6.1 Beach Access Inventory and Evaluation

As documented in Exhibit C of this Plan: Beach Access Inventory and Evaluation and detailed within Exhibit D: Beach Access Maps, the City has 46 public beach access points offering a range of amenities to residents and visitors. The inventory and evaluation, originally performed in December 2011, documents the location and extent, type, and condition of improvements at each access point, and defines measures required for protection, restoration, and enhancement. The City of Galveston is taking a phased approach to the implementation of the City Plan with a thorough examination of current beach access to be conducted following the consolidation of the City's various documents.



Figure 9. Beach access sign along FM 3005.

City of Galveston
Dune Protection and Beach Access Plan

APPENDIX C. City of Galveston Erosion Response Plan

As provided in Exhibit C, the following information was collected for each beach access point:

- Location (subdivision and cross-streets);
- Type, condition, and number of parking spaces provided;
- Road and access condition;
- Condition of amenities including parking, bollards, dune walkovers;
- Type and location of signage; and
- Recommended improvements including protection from erosion and storm surge, acquisition, entry and site improvements, revegetation, signage and others.

The updated inventory/evaluation will serve as the basis for the Phase II activities for improvements and determining appropriate forms of funding for projects, including qualifying for FEMA post-storm funding.

6.2 Beach Access Construction Methods and Design Improvements

To ensure beach access improvements are better able to withstand the effects of erosion and storm events, the City will adopt by reference the beach access and walkover construction standards provided in the GLO's *Dune Protection and Improvement Manual for the Gulf Coast (Dune Manual)*. The *Dune Manual* provides important guidance regarding the location and design of beach walkovers and access roads, preferred construction materials and methods, and related recommendations to improve access while protecting dunes and dune vegetation. For example, the *Dune Manual* calls for vehicle access roads through dunes to be elevated, angled to help limit direct penetration of surge and waves through or past the dunes during storms, and as narrow as practical to minimize dune destruction (Figure 11).



Figure 10. Dune walkover completed following Hurricane Ike.

City of Galveston
Dune Protection and Beach Access Plan
APPENDIX C. City of Galveston Erosion Response Plan

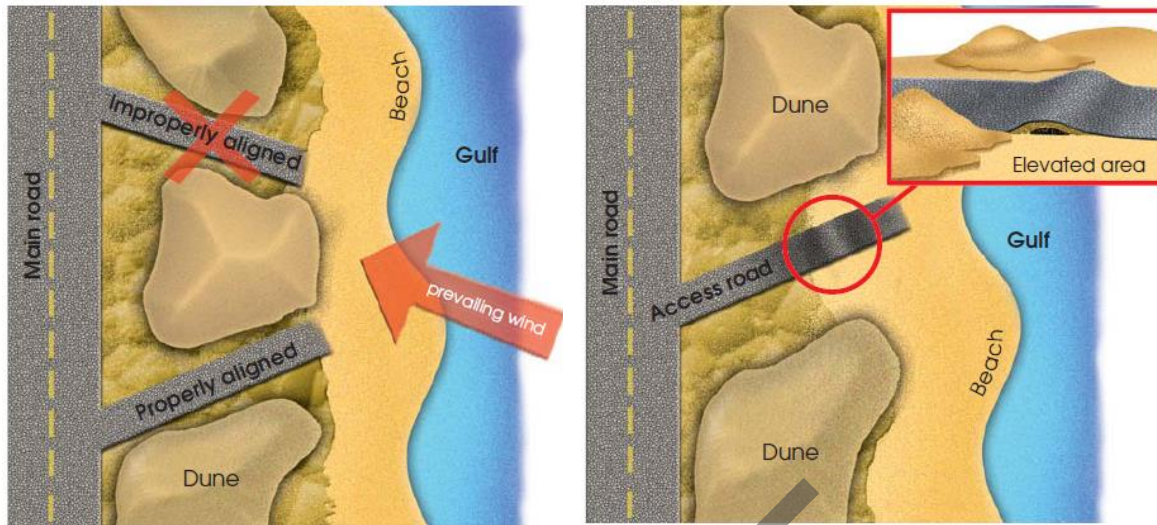


Figure 11. Recommended alignment and elevation of beach access roads. (GLO Dune Manual)

6.3 Beach Access Goals, Priorities, Implementation Schedule, and Funding Sources

Among the City's goals for beach access on the Island is the enhancement of the public's right to use and have access to beaches, balanced with the rights of private property owners and the protection of the coastal environment. This will be accomplished by providing quality access improvements and minimizing the potential for damage to such improvements by following best practices in their design, construction, maintenance, and restoration.

To achieve this broad goal over the long-term, the City seeks to provide the following for all existing and future public beach access points:

- Signage advising the public of beach access and parking locations, types of access provided, dune protection standards, applicable city/state/federal regulations, and protected habitats;
- Bollards and fencing designating beach access parking, pedestrian, and special use areas, as well as protection of dunes and vegetation areas;
- Improvements to roadway transition areas where roadways intersect with the beach and on-beach parking and driving access;
- Improvements to drainage features serving the beach area, adjacent properties, city and state roadways;
- Amenities, such as showers, restrooms, lighting and refreshments, and park facilities;
- Enhancements to public safety, including increased lifeguard coverage and presence of emergency personnel;
- Improved ADA access, including, but not limited to, access for beach wheelchairs, installation of access mats and accessible dune walkovers, and programming; and
- Geo-referencing of beach access points and access improvements.

The City's short-term beach access priorities include procuring funding to address post-Ike repair and improvement needs, upgrade deficient conditions at key locations, and minimize the potential for damage due to erosion and storm events. Table 2 identifies the City's short-term priorities for improvements, upgrades, and repairs by public access point. Priorities for improvements and investments were established based on levels of use, need of repair, safety and security concern, and need to reduce the potential for damage in future storm events.

City of Galveston
Dune Protection and Beach Access Plan

APPENDIX C. City of Galveston Erosion Response Plan

The City's short-term priorities also include procuring funding to purchase equipment required to support local beach access maintenance and improvement activities. Equipment required includes front end loaders, water trucks, and street graders. The City shall make efforts to include annual budget appropriations to adequately fund beach access labor, materials, and equipment.

TABLE 2. SHORT-TERM BEACH ACCESS IMPROVEMENT IMPLEMENTATION SCHEDULE

Public Access Point	Location	Improvement
Access Points 2, 5, 6, 9, & 13	Various City and County Parks Locations	signage, drainage, parking areas, pedestrian walkways, roadways
Access Point 7	8 Mile Road	roadway transition area
Access Points 11 and 12	Spanish Grant and Bermuda Beach Subdivisions	roadway improvements, drainage
Access Point 15A	Pirates Beach and Palm Beach Subdivisions	drainage
Access Point 16	13 Mile Road/Gulf Palms Subdivision	roadway paving, drainage
Access Point 18	16 Mile Road	roadway paving, drainage
Access Point 19	Karankawa Beach	drainage
Access Point 25	Gateway Boulevard	roadway transition area
Access Point 32	County Pocket Park 32	undeveloped access
Access Point 35	Half Moon Beach West	driving area
Access Point 41	Pointe San Luis	roadway access, bollards, dune protection

The City's long-term beach access priorities include upgrading access points as required to address the following:

- Changing environmental conditions;
- Increases in localized erosion;
- The effects of recent and potential future storm activity;
- Changes in patterns of use; and
- Enhancements in the safe and convenient access to beaches.

APPENDIX C. City of Galveston Erosion Response Plan

As the implementation of individual actions to achieve goals is contingent upon available funding, including grant funding and resources gained through partnerships with private organizations or entities, the City will evaluate the following funding sources to determine their potential to support investments in beach access improvements:

- NOAA Programs and Grants
- GLO Program and Grants
 - Coastal Erosion Planning and Response Act (CEPRA)
 - Coastal Impact Assistance Program (CIAP)
 - Coastal Management Program (CMP)
 - Beach Maintenance Reimbursement Fund
- Coastal and Estuarine Land Conservation Program (CELCP)
- Bureau of Ocean Energy Management, Regulation and Enforcement (BOEMRE)
 - Gulf of Mexico Energy Security Act (GOMESA) funds
- City of Galveston Capital Improvement Program
- Local Beach User Fees
- Homeowner Associations (HOAs)
- Convention Center Surplus Fund

6.4 Post-Storm Assessment Procedures

The updated Beach Access Inventory and Evaluation (Exhibit C), which documents all publicly-funded beach access improvements and amenities, will be used as the basis for conducting assessments of beach access conditions and improvements immediately following significant meteorological events. As soon as conditions allow, the City will assess compliance with the Dune Protection and Beach Access Plan and associated regulations, document non-compliance, and identify required repairs or replacements to amenities including parking, pedestrian and vehicular access ways, signage, etc. The City will develop a schedule and identify local funding, claims, and grants for each improvement.

APPENDIX C. City of Galveston Erosion Response Plan

7. PRESERVING, RESTORING, AND ENHANCING DUNE SYSTEMS

This section of the ERP presents actions and strategies the City will undertake to preserve, restore, and enhance dune systems for storm protection and conservation purposes. As provided below, the City has recently adopted a definition for restored (man-made) dunes; identified locations for potential dune restoration projects and measures to protect dune systems and dune vegetation; and identified goals, implementation schedules, and potential funding sources to accomplish dune restoration and enhancement projects.



Figure 12. Restored (man-made) dune with fencing to protect vegetation.

7.1 Definition of and Criteria for Restored (Man-Made) Dunes

Recent City plans, policies, and ordinance revisions recognize that healthy dune systems play a central role in protecting public and private property from the effects of storm events and coastal erosion. Vital dune systems, with sufficient height, width, vegetative cover, and continuity, can serve as effective barriers against wind and wave action, thus providing a measure of protection to public and private investments along the coast.

The City's existing regulations include provisions addressing dune protection, revegetation, and restoration, and a recently adopted section provides minimum standards for the creation of restored (man-made) dunes.

Restored (man-made) dunes shall have the following characteristics:

- 50% vegetative cover;
- A minimum 3:1 slope;
- An average height of 75% of the island's base flood elevation as measured from mean sea level;
- A naturally established connection to the dune contour and elevation of the adjacent property; and
- Shall not extend further seaward than 4.1' from mean sea level.

In addition, the City will revise existing regulations to require dune restoration projects as a condition for approval of exemptions for development within the Dune Conservation Area.

To further promote the protection of dunes and dune systems, the City will continue to monitor existing

City of Galveston
Dune Protection and Beach Access Plan
APPENDIX C. City of Galveston Erosion Response Plan

regulations to reference dune vegetation best practices in the GLO's *Dune Manual*. The *Dune Manual* provides guidance regarding plant selection, planting practices, transplanting, watering, fertilization, maintenance, and survival rates. For example, the *Dune Manual* provides the following guidance regarding plant selection and the use of native hay and sand fencing as protection measures:

Seaward Face of the Dune. Bitter Panicum (grass), Sea Oats (grass), Marsh Hay Cordgrass (grass), beach morning glory (vine), and seagrasses (vine).

Landward Side of the Dune. Low-growing plants and shrubs found on the back side of the dunes include seacoast bluestem, cucumber leaf sunflower, rose ring gallardia, partridge pea, prickly pear, and lantana. Many of these are flowering plants, an attractive alternative to dune grasses though less effective as dune stabilizers.

Native Hay. The use of a three (3) to six (6) inch thick layer native hay, with seeds of the above listed vegetation, on bare sand areas to provide immediate protection from blowing sand and encourage the natural process of re-seeding. The hay must be harvested in fall when mature seeds are present.

Sand Fencing. Encourage limited use of sand fencing to build up dunes where revegetation alone is unlikely to encourage sufficient dune width and height. Sand fencing can be used as a first step prior to revegetation.

7.2 Enhanced Dune Protection Measures for Existing Structures

The City's existing regulations include several provisions designed to protect existing dunes and dune systems. These provisions, along with new requirements called for within this Plan are designed to ensure modifications to existing structures will provide enhanced protection of dune systems.

Sections (M)(1)(I) of this Plan require protection of the dune systems for existing structures to obtain a Dune Protection Permit or Beachfront Construction Certificate. The following prohibitions are in place and will be amended to reference the potential for development within the Dune Conservation Area.

- Paving, grading, or altering the ground below the lowest habitable floor in any manner, including mowing, grading, filling, or fertilizing, is prohibited in the following areas, whichever is further landward:
- The area between the line of vegetation and 25 feet seaward from the habitable structure, or
- The area 25 feet landward of the north toe of the dune;
- Only indigenous dune vegetation described in the GLO's *Dune Manual* shall be planted seaward of the line 25 feet landward of the north toe of the dune; and
- Dune walkovers, footpaths, and irrigation systems for the dune that are approved through a Beachfront Construction Certificate may be allowed.

7.3 Dune Goals, Implementation Schedule, and Funding Sources

Promoting the formation of a continuous dune system is the City's long-term goal for beachfront areas beyond the limits of the Seawall. Although achieving the goal may be difficult given existing development patterns, damage sustained during Hurricane Ike, and the long-term effects of erosion, the City will focus resources on protecting and enhancing dune stability in locations where dunes exist, supporting dune restoration and recovery in areas affected by storm events, and establishing dune systems conditions in locations without dunes through beach nourishment and dune restoration projects.

City of Galveston
Dune Protection and Beach Access Plan

APPENDIX C. City of Galveston Erosion Response Plan

To achieve the long-term goal, the City will align regulations and public investment strategies to accomplish the following:

- Fill in gaps and blowouts in existing dunes and promote revegetation of these areas;
- Ensure restoration projects match existing dune heights and widths or meet minimum standards for restored (man-made) dunes as defined by City regulations;
- Promote revegetation of existing and developing dunes; and
- Investigate the effectiveness of innovative dune restoration and beach nourishment methods, such as, but not limited to the use of recycled Christmas trees and sand creation using recycled glass.

Given high levels of damage sustained by the Island's dune systems and dune vegetation during Hurricane Ike, the City's short-term priorities for dune restoration focus on completing previously planned nourishment and dune restoration projects in areas experiencing high rates of erosion. As shown in Exhibit E: Dune Restoration and Beach Nourishment Priority Area Map and Table 3, these areas include large expanses of the beachfront directly west of the Seawall, as well as an area in front of the Seawall west of 61st Street.

TABLE 3. DUNE RESTORATION, REVEGETATION & NOURISHMENT IMPLEMENTATION SCHEDULE—SHORT-TERM PRIORITIES

Priority Level	Area	Improvements
High	61st Street and end of Seawall	beach nourishment
High	End of Seawall west to 13 Mile Road	dune restoration, dune revegetation, and beach nourishment
Medium	16 Mile Road west	dune restoration, dune revegetation, and beach nourishment

The short-term restoration areas have been prioritized based requirements to protect immediate threats to private property, public infrastructure, and publicly-owned lands. Over the long-term, priorities will be established based on evaluation of historic erosion rates and sand migration patterns, addressing breaches and blowouts, protecting wildlife habitat, and enhancing the width, height, and vegetative cover of existing dunes.

Implementation of the dune restoration or revegetation projects described previously is dependent on the availability of funding. The City will continue to pursue opportunities for restoration or revegetation including grants and other sources of funding. Potential funding sources include, but are not limited to, the following grants and programs:

- NOAA Programs and Grants
- GLO Program and Grants
- Coastal Erosion Planning and Response Act (CEPRA)
- Coastal Impact Assistance Program (CIAP)
- Coastal Management Program (CMP)
- Beach Maintenance Reimbursement Fund
- Coastal and Estuarine Land Conservation Program (CELCP)
- Bureau of Ocean Energy Management, Regulation and Enforcement (BOEMRE) Gulf of Mexico Energy Security Act (GOMESA) funds
- City of Galveston Capital Improvement Program

City of Galveston
Dune Protection and Beach Access Plan

APPENDIX C. City of Galveston Erosion Response Plan

- Local Beach User Fees
- Homeowner Associations (HOAs)

In addition, the City will explore the feasibility of establishing a dune restoration fund and encouraging private participation in dune restoration and revegetation.

The City, in conjunction with local, state, and federal partners, shall aggressively pursue beach nourishment and dune restoration projects to address long-term erosion on Galveston Island. The City's Industrial Development Corporation (IDC), which administers the 4B Sales tax, has approximately \$1 million annually for beach nourishment projects. The Galveston Park Board of Trustees (Park Board) also has a multi-million dollar account from beach access fees that may be utilized for beach nourishment, beach park improvements and beach access. In addition, the Park Board is pursuing a model beach and dune project with the assistance of the Texas General Land Office for the area at the end of the Seawall to Dellanara Park that will utilize FEMA funds from Hurricane Ike.



Figure 13. Sign indicating location of dune revegetation project.

8. VOLUNTARY ACQUISITION OF PROPERTY

Purchase or buyout of vulnerable properties provides another option to reduce public expenditures following storms and address the long-term impacts of erosion. The City has established criteria for identifying properties for voluntary acquisition of fee simple title or a lesser interest acquisition. These properties, which may have structures located partially or entirely within or seaward of the Dune Conservation Area, experience severe damage during storms, impede the development of a natural dune system, and restrict the use of the public beach.

Prior to the City considering a property eligible for participation in a voluntary acquisition or buyout program, the following factors must be evaluated:

- The presence and extent of structures or other improvements within or seaward of the Dune Conservation Area.
- Effects on the public's access to the beach, including proximity or adjacency to public access points;
- Effects on hydrology as determined by a registered professional geologist or engineer licensed in the State of Texas;

City of Galveston
Dune Protection and Beach Access Plan

APPENDIX C. City of Galveston Erosion Response Plan

- Effects on the health of existing dunes and dune systems;
- Effects on the potential to establish restored (man-made) dunes;
- Effects on adjacent property, including effects on localized erosion;
- Potential to acquire multiple, similarly-situated properties; and
- Other factors with the potential to affect public health and safety.

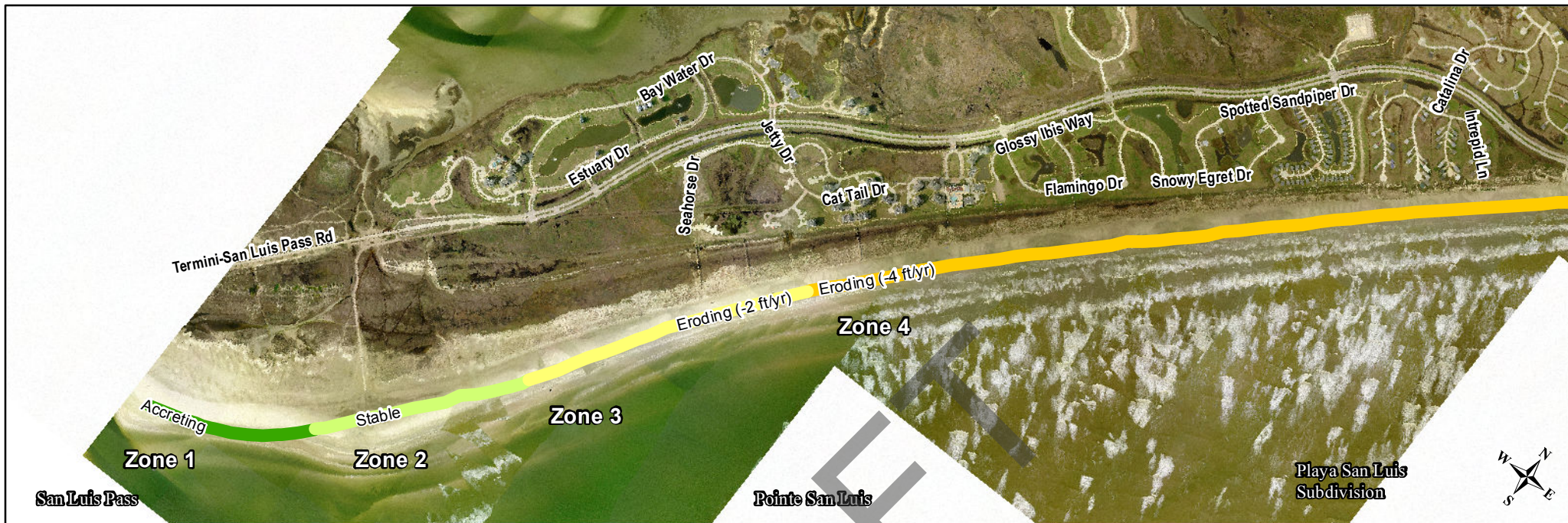
The following sequence of activities will be followed during City-initiated acquisition processes:

- Identification of potential properties;
- Negotiation of acquisition;
- Funding procurement;
- Agreement execution; and
- Removal of structures.

Prior to consideration of a voluntary acquisition program, the City must identify other governmental entities as partners and determine funding sources for the program.

In addition to federal or state acquisition programs, the City should investigate the development of local programs for property acquisition that may utilize Beach User fees, bond funds, or general fund budget. The City shall establish standards for use of acquired properties, prior to program finalization. These standards can include uses such as, but not limited to:

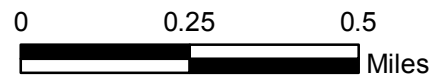
- Open space creation or enhancement;
- Wetland and dune mitigation;
- Beach nourishment;
- Park facilities;
- Drainage improvements;
- Beach access and parking;
- ADA facilities; recreational uses and public infrastructure



Department of Planning and
Community Development
823 Rosenberg, Room 401
Galveston, Texas 77550
(409) 797-3660

City of Galveston Aggregate Shoreline Change Zones Erosion Response Plan

Aerial Imagery from
Spring 2010



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. The information presented on this map is for informational purposes only and should not be construed to be legally binding.

Sheet 1 of 5

Map Last Updated:
2/29/2012



Department of Planning and Community Development
823 Rosenberg, Room 401
Galveston, Texas 77550
(409) 797-3660

City of Galveston Aggregate Shoreline Change Zones Erosion Response Plan

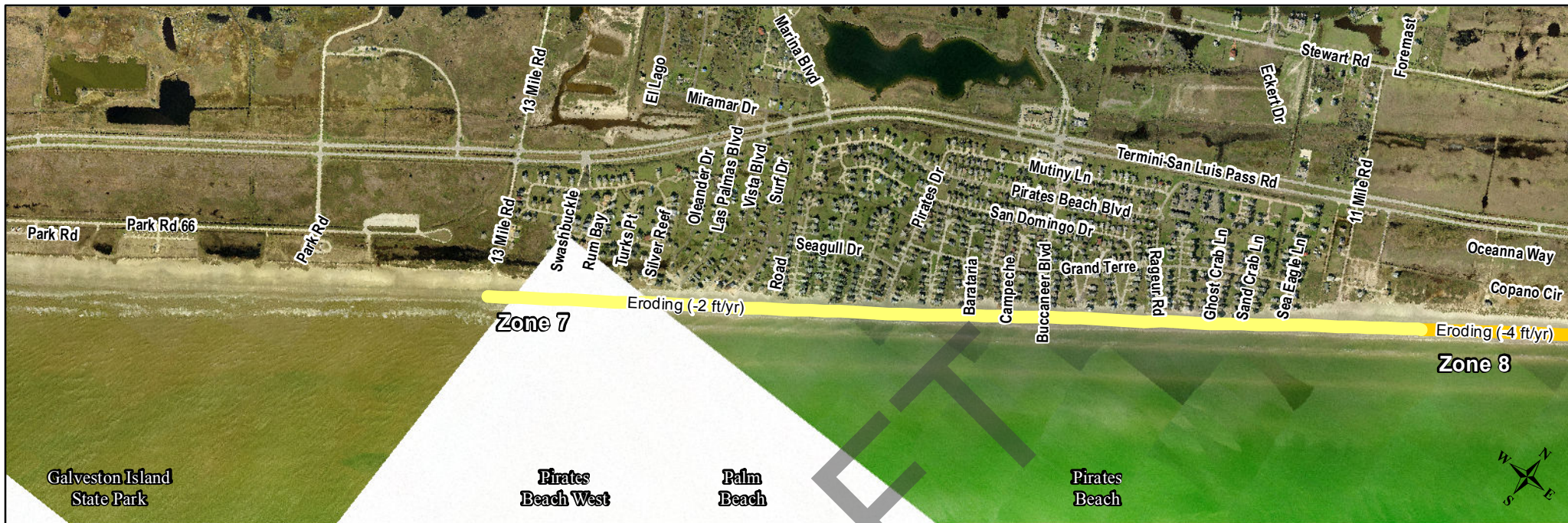
Aerial Imagery from
Spring 2010

0 0.25 0.5
Miles

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. The information presented on this map is for informational purposes only and should not be construed to be legally binding.

Sheet 2 of 5

Map Last Updated:
2/29/2012



Department of Planning and
Community Development
823 Rosenberg, Room 401
Galveston, Texas 77550
(409) 797-3660

City of Galveston Aggregate Shoreline Change Zones Erosion Response Plan

Aerial Imagery from
Spring 2010

0 0.25 0.5
Miles

Sheet 3 of 5

Map Last Updated:
2/29/2012

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. The information presented on this map is for informational purposes only and should not be construed to be legally binding.



Department of Planning and
Community Development
823 Rosenberg, Room 401
Galveston, Texas 77550
(409) 797-3660

City of Galveston Aggregate Shoreline Change Zones Erosion Response Plan

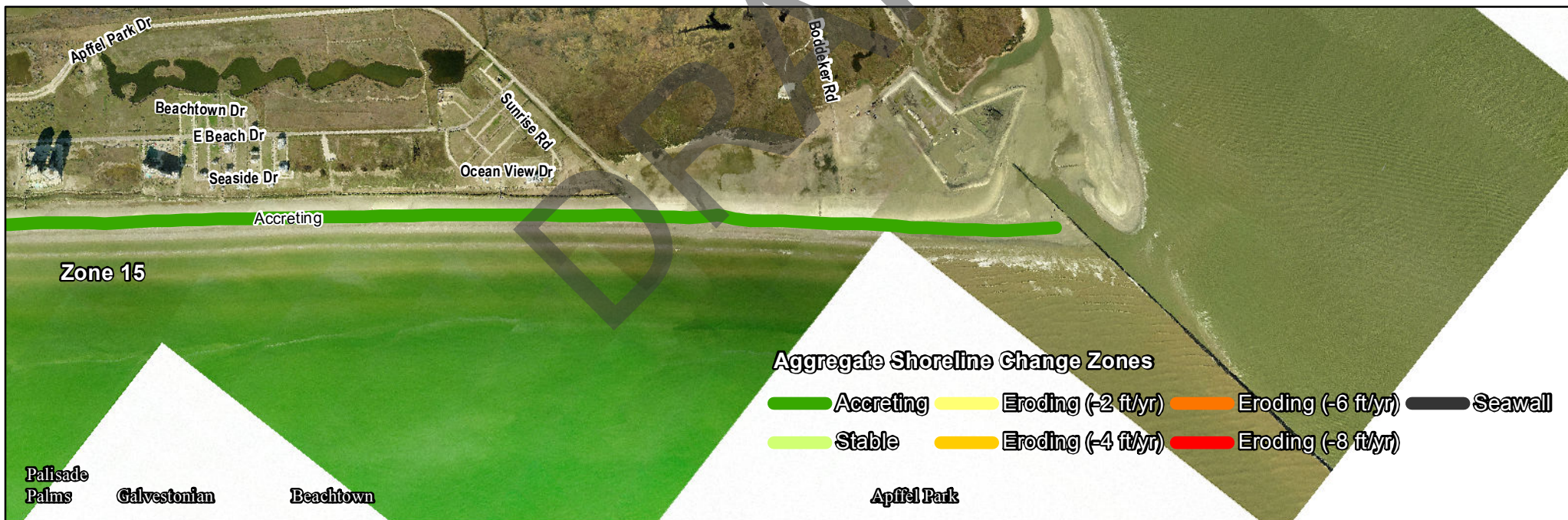
Aerial Imagery from
Spring 2010

0 0.25 0.5
Miles

Sheet 4 of 5

Map Last Updated:
2/29/2012

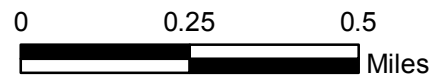
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The data presented on these pages is 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. The information presented on this map is for informational purposes only and should not be construed to be legally binding.



Department of Planning and Community Development
 823 Rosenberg, Room 401
 Galveston, Texas 77550
 (409) 797-3660

City of Galveston **Aggregate Shoreline Change Zones** **Erosion Response Plan**

Aerial Imagery from
 Spring 2010



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. The information presented on this map is for informational purposes only and should not be construed to be legally binding.

Sheet 5 of 5
 Map Last Updated:
 2/29/2012

EXHIBIT B: DUNE CONSERVATION AREA AND ENHANCED CONSTRUCTION ZONE MAPS

[Note: Map data for the entire City is also available on the City's website at
http://gis.cityofgalveston.org/web_ERP/mapviewer.jsf?width=1122&height=790]

DRAFT



- 2017 3' CONTOUR
- 2017 4' CONTOUR
- 2017 LINE OF VEGETATION
- 2017 SOUTH TOE OF DUNE
- 2017 NORTH TOE OF DUNE

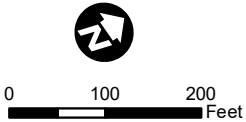
- 2017 MEAN HIGH WATER
- 2017 MEAN LOW WATER
- 2017 25' OFFSET NORTH TOE OF DUNE
- 2017 ENHANCED CONSTRUCTION ZONE

- 2016 4' CONTOUR
- 2016 APPROXIMATE LINE OF VEGETATION
- 2016 SOUTH TOE OF DUNE
- 2016 NORTH TOE OF DUNE

- 2016 MEAN HIGH WATER
- 2016 MEAN LOW WATER
- 2016 25' OFFSET NORTH TOE OF DUNE
- 2016 ENHANCED CONSTRUCTION ZONE
- CONTOURS

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey



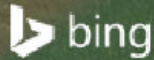
Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)



2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 2 of 57

Job No.: 100053964	Scale: 1" = 200'
Prepared By: Atkins/WHIT6392	Date: Sep 06, 2017
N:\Clients\G_H\Galveston\100053964\geotiffs\Wading_Depth_Survey_2017_11x17_v3.mxd	



- 2017 3' CONTOUR
- 2017 4' CONTOUR
- 2017 LINE OF VEGETATION
- 2017 SOUTH TOE OF DUNE
- 2017 NORTH TOE OF DUNE

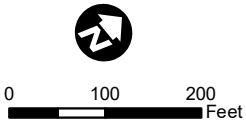
- 2017 MEAN HIGH WATER
- 2017 MEAN LOW WATER
- 2017 25' OFFSET NORTH TOE OF DUNE
- 2017 ENHANCED CONSTRUCTION ZONE

- - - 2016 4' CONTOUR
- - - 2016 APPROXIMATE LINE OF VEGETATION
- - - 2016 SOUTH TOE OF DUNE
- - - 2016 NORTH TOE OF DUNE

- - - 2016 MEAN HIGH WATER
- - - 2016 MEAN LOW WATER
- - - 2016 25' OFFSET NORTH TOE OF DUNE
- - - 2016 ENHANCED CONSTRUCTION ZONE
- CONTOURS

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey



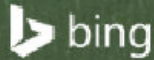
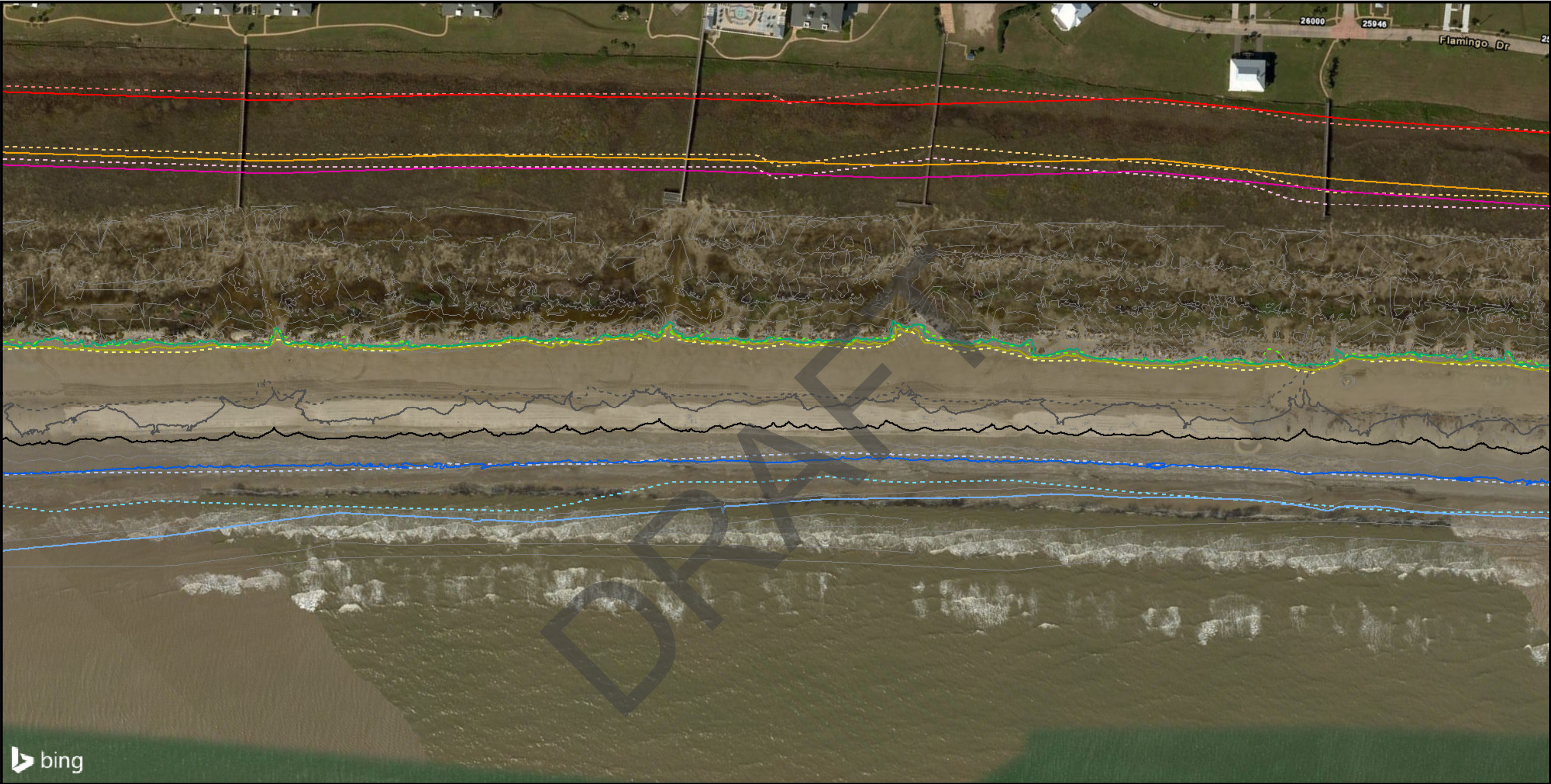
Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)



2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 3 of 57

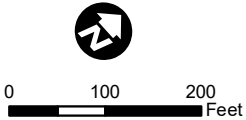
Job No.: 100053964	Scale: 1" = 200'
Prepared By: Atkins/WHIT6392	Date: Sep 06, 2017
N:\Clients\G_H\Galveston\100053964\geographics\Wading_Depth_Survey_2017_11x17_v3.mxd	



- | | | | |
|---------------------------|-------------------------------------|---|---|
| — 2017 3' CONTOUR | — 2017 MEAN HIGH WATER | - - - 2016 4' CONTOUR | - - - 2016 MEAN HIGH WATER |
| — 2017 4' CONTOUR | — 2017 MEAN LOW WATER | - - - 2016 APPROXIMATE LINE OF VEGETATION | - - - 2016 MEAN LOW WATER |
| — 2017 LINE OF VEGETATION | — 2017 25' OFFSET NORTH TOE OF DUNE | - - - 2016 SOUTH TOE OF DUNE | - - - 2016 25' OFFSET NORTH TOE OF DUNE |
| — 2017 SOUTH TOE OF DUNE | — 2017 ENHANCED CONSTRUCTION ZONE | - - - 2016 NORTH TOE OF DUNE | - - - 2016 ENHANCED CONSTRUCTION ZONE |
| — 2017 NORTH TOE OF DUNE | | — CONTOURS | |

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey



Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)

ATKINS

2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 4 of 57

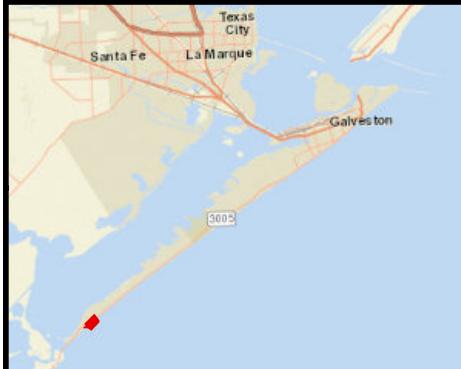
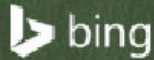
Job No.: 100053964

Scale: 1" = 200'

Prepared By: Atkins/WHIT6392

Date: Sep 06, 2017

N:\Clients\G_H\Galveston\100053964\geographics\Wading_Depth_Survey_2017_11x17_v3.mxd



- 2017 3' CONTOUR
- 2017 4' CONTOUR
- 2017 LINE OF VEGETATION
- 2017 SOUTH TOE OF DUNE
- 2017 NORTH TOE OF DUNE

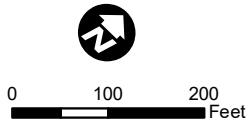
- 2017 MEAN HIGH WATER
- 2017 MEAN LOW WATER
- 2017 25' OFFSET NORTH TOE OF DUNE
- 2017 ENHANCED CONSTRUCTION ZONE

- 2016 4' CONTOUR
- 2016 APPROXIMATE LINE OF VEGETATION
- 2016 SOUTH TOE OF DUNE
- 2016 NORTH TOE OF DUNE

- 2016 MEAN HIGH WATER
- 2016 MEAN LOW WATER
- 2016 25' OFFSET NORTH TOE OF DUNE
- 2016 ENHANCED CONSTRUCTION ZONE
- CONTOURS

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey



Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)

ATKINS

2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 5 of 57

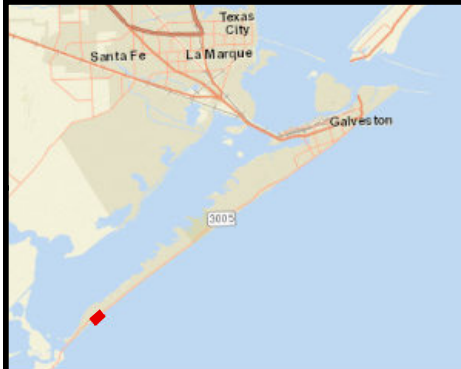
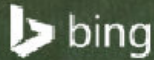
Job No.: 100053964

Scale: 1" = 200'

Prepared By: Atkins/WHIT6392

Date: Sep 06, 2017

N:\Clients\G_H\Galveston\100053964\geo\figs\Wading_Depth_Survey_2017_11x17_v3.mxd



- 2017 3' CONTOUR
- 2017 4' CONTOUR
- 2017 LINE OF VEGETATION
- 2017 SOUTH TOE OF DUNE
- 2017 NORTH TOE OF DUNE

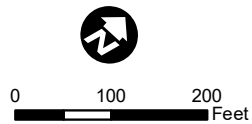
- 2017 MEAN HIGH WATER
- 2017 MEAN LOW WATER
- 2017 25' OFFSET NORTH TOE OF DUNE
- 2017 ENHANCED CONSTRUCTION ZONE

- 2016 4' CONTOUR
- 2016 APPROXIMATE LINE OF VEGETATION
- 2016 SOUTH TOE OF DUNE
- 2016 NORTH TOE OF DUNE

- 2016 MEAN HIGH WATER
- 2016 MEAN LOW WATER
- 2016 25' OFFSET NORTH TOE OF DUNE
- 2016 ENHANCED CONSTRUCTION ZONE
- CONTOURS

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey



Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)

ATKINS

2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 6 of 57

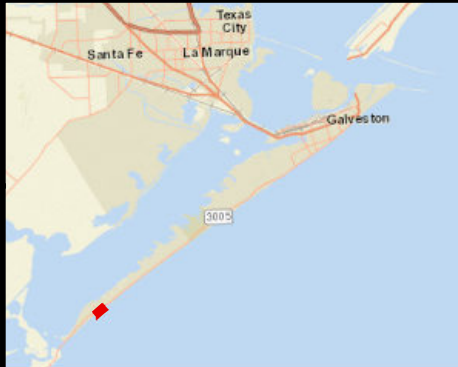
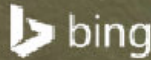
Job No.: 100053964

Scale: 1" = 200'

Prepared By: Atkins/WHIT6392

Date: Sep 06, 2017

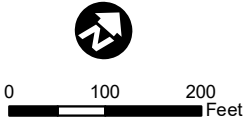
N:\Clients\G_H\Galveston\100053964\geographics\Wading_Depth_Survey_2017_11x17_v3.mxd



- | | | | |
|---------------------------|-------------------------------------|---|---|
| — 2017 3' CONTOUR | — 2017 MEAN HIGH WATER | - - - 2016 4' CONTOUR | - - - 2016 MEAN HIGH WATER |
| — 2017 4' CONTOUR | — 2017 MEAN LOW WATER | - - - 2016 APPROXIMATE LINE OF VEGETATION | - - - 2016 MEAN LOW WATER |
| — 2017 LINE OF VEGETATION | — 2017 25' OFFSET NORTH TOE OF DUNE | - - - 2016 SOUTH TOE OF DUNE | - - - 2016 25' OFFSET NORTH TOE OF DUNE |
| — 2017 SOUTH TOE OF DUNE | — 2017 ENHANCED CONSTRUCTION ZONE | - - - 2016 NORTH TOE OF DUNE | - - - 2016 ENHANCED CONSTRUCTION ZONE |
| — 2017 NORTH TOE OF DUNE | | — CONTOURS | |

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey



Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)

ATKINS

2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 7 of 57

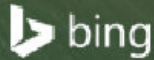
Job No.: 100053964

Scale: 1" = 200'

Prepared By: Atkins/WHIT6392

Date: Sep 06, 2017

N:\Clients\G_H\Galveston\100053964\geographics\Wading_Depth_Survey_2017_11x17_v3.mxd



- 2017 3' CONTOUR
- 2017 4' CONTOUR
- 2017 LINE OF VEGETATION
- 2017 SOUTH TOE OF DUNE
- 2017 NORTH TOE OF DUNE

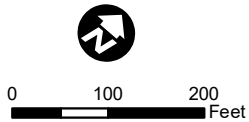
- 2017 MEAN HIGH WATER
- 2017 MEAN LOW WATER
- 2017 25' OFFSET NORTH TOE OF DUNE
- 2017 ENHANCED CONSTRUCTION ZONE

- 2016 4' CONTOUR
- 2016 APPROXIMATE LINE OF VEGETATION
- 2016 SOUTH TOE OF DUNE
- 2016 NORTH TOE OF DUNE

- 2016 MEAN HIGH WATER
- 2016 MEAN LOW WATER
- 2016 25' OFFSET NORTH TOE OF DUNE
- 2016 ENHANCED CONSTRUCTION ZONE
- CONTOURS

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey



Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)

ATKINS

2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 8 of 57

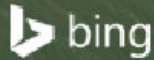
Job No.: 100053964

Scale: 1" = 200'

Prepared By: Atkins/WHIT6392

Date: Sep 06, 2017

N:\Clients\G_H\Galveston\100053964\geotiffs\Wading_Depth_Survey_2017_11x17_v3.mxd



- 2017 3' CONTOUR
- 2017 4' CONTOUR
- 2017 LINE OF VEGETATION
- 2017 SOUTH TOE OF DUNE
- 2017 NORTH TOE OF DUNE

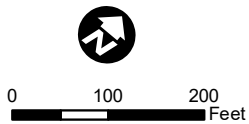
- 2017 MEAN HIGH WATER
- 2017 MEAN LOW WATER
- 2017 25' OFFSET NORTH TOE OF DUNE
- 2017 ENHANCED CONSTRUCTION ZONE

- 2016 4' CONTOUR
- 2016 APPROXIMATE LINE OF VEGETATION
- 2016 SOUTH TOE OF DUNE
- 2016 NORTH TOE OF DUNE

- 2016 MEAN HIGH WATER
- 2016 MEAN LOW WATER
- 2016 25' OFFSET NORTH TOE OF DUNE
- 2016 ENHANCED CONSTRUCTION ZONE
- CONTOURS

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey



Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)

ATKINS

2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 9 of 57

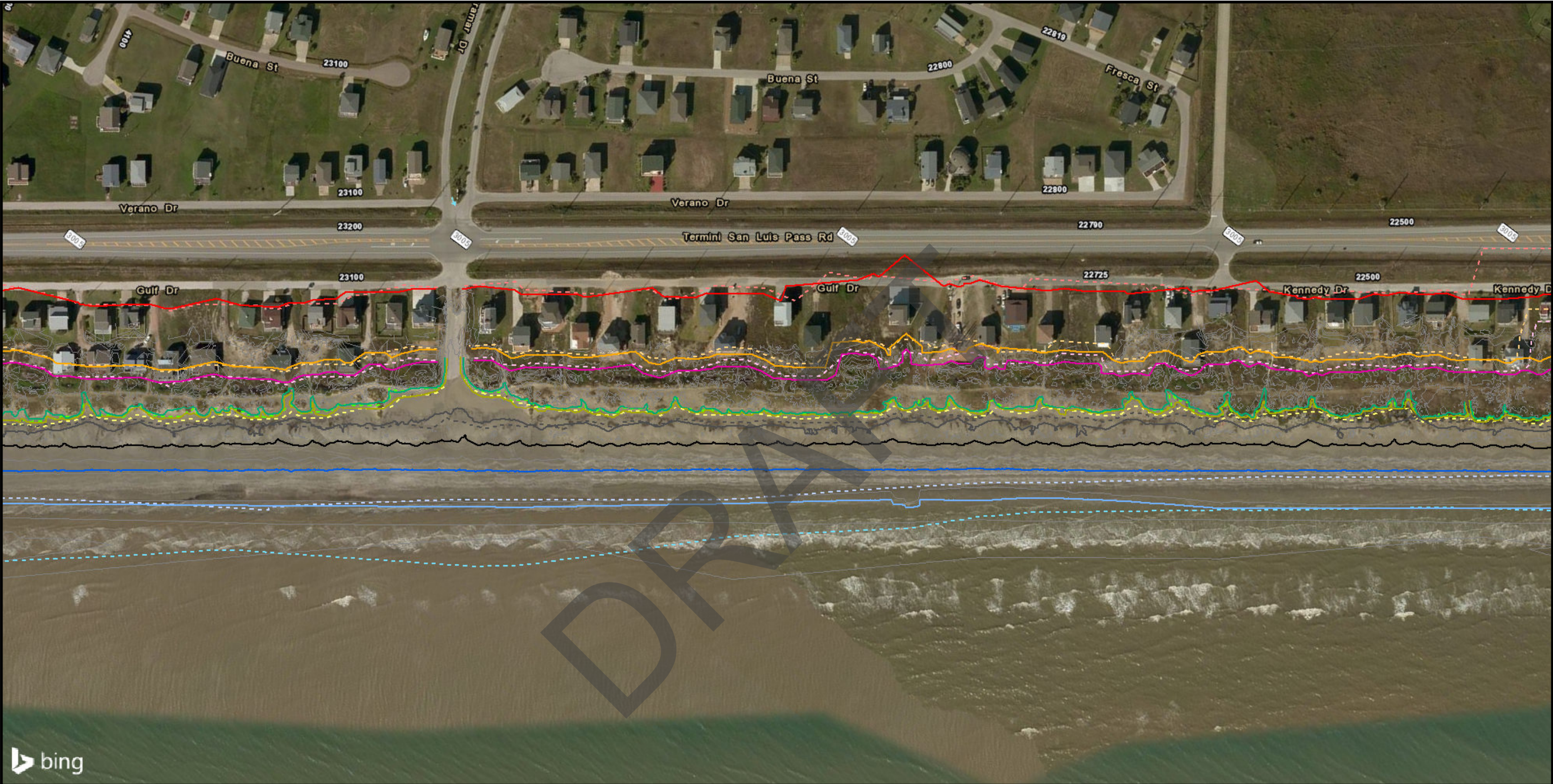
Job No.: 100053964

Scale: 1" = 200'

Prepared By: Atkins/WHIT6392

Date: Sep 06, 2017

N:\Clients\G_H\Galveston\100053964\geotiffs\Wading_Depth_Survey_2017_11x17_v3.mxd



— 2017 3' CONTOUR	— 2017 MEAN HIGH WATER	- - - - 2016 4' CONTOUR	- - - - 2016 MEAN HIGH WATER
— 2017 4' CONTOUR	— 2017 MEAN LOW WATER	- - - - 2016 APPROXIMATE LINE OF VEGETATION	- - - - 2016 MEAN LOW WATER
— 2017 LINE OF VEGETATION	— 2017 25' OFFSET NORTH TOE OF DUNE	- - - - 2016 SOUTH TOE OF DUNE	- - - - 2016 25' OFFSET NORTH TOE OF DUNE
— 2017 SOUTH TOE OF DUNE	— 2017 ENHANCED CONSTRUCTION ZONE	- - - - 2016 NORTH TOE OF DUNE	- - - - 2016 ENHANCED CONSTRUCTION ZONE
— 2017 NORTH TOE OF DUNE		— CONTOURS	

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey

0 100 200 Feet

Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)

ATKINS

2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 10 of 57

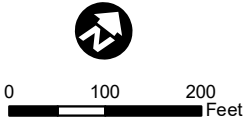
Job No.: 100053964	Scale: 1" = 200'
Prepared By: Atkins/WHIT6392	Date: Sep 06, 2017
N:\Clients\G_H\Galveston\100053964\geotiffs\Wading_Depth_Survey_2017_11x17_v3.mxd	



- | | | | |
|---------------------------|-------------------------------------|---|---|
| — 2017 3' CONTOUR | — 2017 MEAN HIGH WATER | - - - 2016 4' CONTOUR | - - - 2016 MEAN HIGH WATER |
| — 2017 4' CONTOUR | — 2017 MEAN LOW WATER | - - - 2016 APPROXIMATE LINE OF VEGETATION | - - - 2016 MEAN LOW WATER |
| — 2017 LINE OF VEGETATION | — 2017 25' OFFSET NORTH TOE OF DUNE | - - - 2016 SOUTH TOE OF DUNE | - - - 2016 25' OFFSET NORTH TOE OF DUNE |
| — 2017 SOUTH TOE OF DUNE | — 2017 ENHANCED CONSTRUCTION ZONE | - - - 2016 NORTH TOE OF DUNE | - - - 2016 ENHANCED CONSTRUCTION ZONE |
| — 2017 NORTH TOE OF DUNE | | — CONTOURS | |

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey



Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)

ATKINS

2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 11 of 57

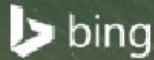
Job No.: 100053964

Scale: 1" = 200'

Prepared By: Atkins/WHIT6392

Date: Sep 06, 2017

N:\Clients\G_H\Galveston\100053964\geotiffs\Wading_Depth_Survey_2017_11x17_v3.mxd



- 2017 3' CONTOUR
- 2017 4' CONTOUR
- 2017 LINE OF VEGETATION
- 2017 SOUTH TOE OF DUNE
- 2017 NORTH TOE OF DUNE

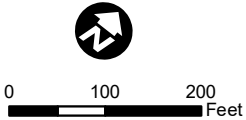
- 2017 MEAN HIGH WATER
- 2017 MEAN LOW WATER
- 2017 25' OFFSET NORTH TOE OF DUNE
- 2017 ENHANCED CONSTRUCTION ZONE

- 2016 4' CONTOUR
- 2016 APPROXIMATE LINE OF VEGETATION
- 2016 SOUTH TOE OF DUNE
- 2016 NORTH TOE OF DUNE

- 2016 MEAN HIGH WATER
- 2016 MEAN LOW WATER
- 2016 25' OFFSET NORTH TOE OF DUNE
- 2016 ENHANCED CONSTRUCTION ZONE
- CONTOURS

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey



Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)

ATKINS

2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 12 of 57

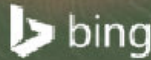
Job No.: 100053964

Scale: 1" = 200'

Prepared By: Atkins/WHIT6392

Date: Sep 06, 2017

N:\Clients\G_H\Galveston\100053964\geotiffs\Wading_Depth_Survey_2017_11x17_v3.mxd



- 2017 3' CONTOUR
- 2017 4' CONTOUR
- 2017 LINE OF VEGETATION
- 2017 SOUTH TOE OF DUNE
- 2017 NORTH TOE OF DUNE

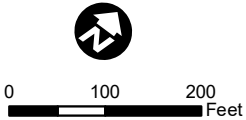
- 2017 MEAN HIGH WATER
- 2017 MEAN LOW WATER
- 2017 25' OFFSET NORTH TOE OF DUNE
- 2017 ENHANCED CONSTRUCTION ZONE

- 2016 4' CONTOUR
- 2016 APPROXIMATE LINE OF VEGETATION
- 2016 SOUTH TOE OF DUNE
- 2016 NORTH TOE OF DUNE

- 2016 MEAN HIGH WATER
- 2016 MEAN LOW WATER
- 2016 25' OFFSET NORTH TOE OF DUNE
- 2016 ENHANCED CONSTRUCTION ZONE
- CONTOURS

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey



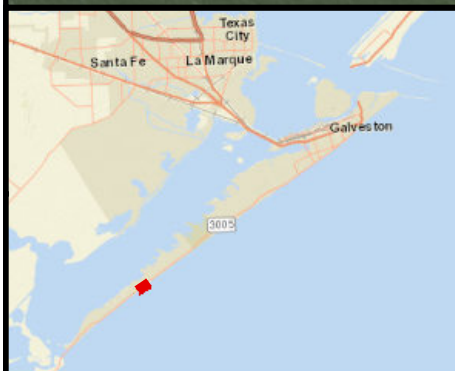
Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)



2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 13 of 57

Job No.: 100053964	Scale: 1" = 200'
Prepared By: Atkins/WHIT6392	Date: Sep 06, 2017
N:\Clients\G_H\Galveston\100053964\geographics\Wading_Depth_Survey_2017_11x17_v3.mxd	



- | | | | |
|-------------------------|-----------------------------------|-------------------------------------|-----------------------------------|
| 2017 3' CONTOUR | 2017 MEAN HIGH WATER | 2016 4' CONTOUR | 2016 MEAN HIGH WATER |
| 2017 4' CONTOUR | 2017 MEAN LOW WATER | 2016 APPROXIMATE LINE OF VEGETATION | 2016 MEAN LOW WATER |
| 2017 LINE OF VEGETATION | 2017 25' OFFSET NORTH TOE OF DUNE | 2016 SOUTH TOE OF DUNE | 2016 25' OFFSET NORTH TOE OF DUNE |
| 2017 SOUTH TOE OF DUNE | 2017 ENHANCED CONSTRUCTION ZONE | 2016 NORTH TOE OF DUNE | 2016 ENHANCED CONSTRUCTION ZONE |
| 2017 NORTH TOE OF DUNE | | | CONTOURS |

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey



0 100 200 Feet

Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)

ATKINS2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 14 of 57

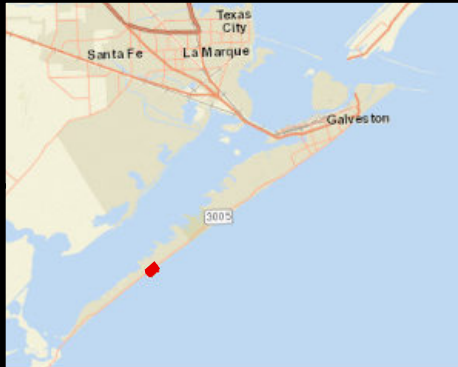
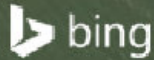
Job No.: 100053964

Scale: 1" = 200'

Prepared By: Atkins/WHIT6392

Date: Sep 06, 2017

N:\Clients\G H\Galveston\100053964\geo\figs\Wading_Depth_Survey_2017_11x17_v3.mxd



- 2017 3' CONTOUR
- 2017 4' CONTOUR
- 2017 LINE OF VEGETATION
- 2017 SOUTH TOE OF DUNE
- 2017 NORTH TOE OF DUNE

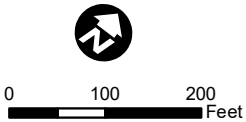
- 2017 MEAN HIGH WATER
- 2017 MEAN LOW WATER
- 2017 25' OFFSET NORTH TOE OF DUNE
- 2017 ENHANCED CONSTRUCTION ZONE

- 2016 4' CONTOUR
- 2016 APPROXIMATE LINE OF VEGETATION
- 2016 SOUTH TOE OF DUNE
- 2016 NORTH TOE OF DUNE

- 2016 MEAN HIGH WATER
- 2016 MEAN LOW WATER
- 2016 25' OFFSET NORTH TOE OF DUNE
- 2016 ENHANCED CONSTRUCTION ZONE
- CONTOURS

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey



Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)

ATKINS

2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 16 of 57

Job No.: 100053964

Scale: 1" = 200'

Prepared By: Atkins/WHIT6392

Date: Sep 06, 2017

N:\Clients\G_H\Galveston\100053964\geotiffs\Wading_Depth_Survey_2017_11x17_v3.mxd



- 2017 3' CONTOUR
- 2017 4' CONTOUR
- 2017 LINE OF VEGETATION
- 2017 SOUTH TOE OF DUNE
- 2017 NORTH TOE OF DUNE

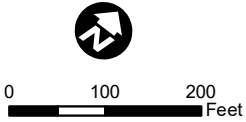
- 2017 MEAN HIGH WATER
- 2017 MEAN LOW WATER
- 2017 25' OFFSET NORTH TOE OF DUNE
- 2017 ENHANCED CONSTRUCTION ZONE

- 2016 4' CONTOUR
- 2016 APPROXIMATE LINE OF VEGETATION
- 2016 SOUTH TOE OF DUNE
- 2016 NORTH TOE OF DUNE

- 2016 MEAN HIGH WATER
- 2016 MEAN LOW WATER
- 2016 25' OFFSET NORTH TOE OF DUNE
- 2016 ENHANCED CONSTRUCTION ZONE
- CONTOURS

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey



Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)

ATKINS

2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 17 of 57

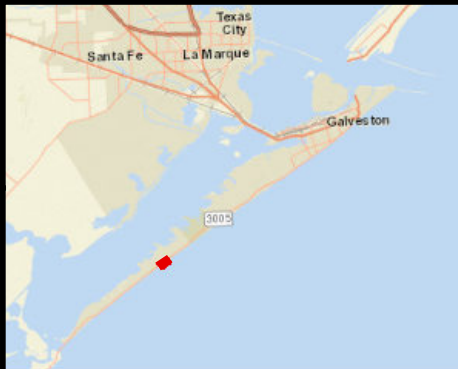
Job No.: 100053964

Scale: 1" = 200'

Prepared By: Atkins/WHIT6392

Date: Sep 06, 2017

N:\Clients\G_H\Galveston\100053964\geotiffs\Wading_Depth_Survey_2017_11x17_v3.mxd



- 2017 3' CONTOUR
- 2017 4' CONTOUR
- 2017 LINE OF VEGETATION
- 2017 SOUTH TOE OF DUNE
- 2017 NORTH TOE OF DUNE

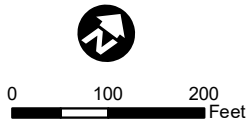
- 2017 MEAN HIGH WATER
- 2017 MEAN LOW WATER
- 2017 25' OFFSET NORTH TOE OF DUNE
- 2017 ENHANCED CONSTRUCTION ZONE

- 2016 4' CONTOUR
- 2016 APPROXIMATE LINE OF VEGETATION
- 2016 SOUTH TOE OF DUNE
- 2016 NORTH TOE OF DUNE

- 2016 MEAN HIGH WATER
- 2016 MEAN LOW WATER
- 2016 25' OFFSET NORTH TOE OF DUNE
- 2016 ENHANCED CONSTRUCTION ZONE
- CONTOURS

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey



Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)

ATKINS

2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 18 of 57

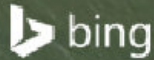
Job No.: 100053964

Scale: 1" = 200'

Prepared By: Atkins/WHIT6392

Date: Sep 06, 2017

N:\Clients\G_H\Galveston\100053964\geotiffs\Wading_Depth_Survey_2017_11x17_v3.mxd



- 2017 3' CONTOUR
- 2017 4' CONTOUR
- 2017 LINE OF VEGETATION
- 2017 SOUTH TOE OF DUNE
- 2017 NORTH TOE OF DUNE

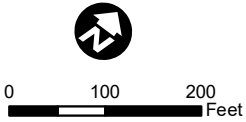
- 2017 MEAN HIGH WATER
- 2017 MEAN LOW WATER
- 2017 25' OFFSET NORTH TOE OF DUNE
- 2017 ENHANCED CONSTRUCTION ZONE

- 2016 4' CONTOUR
- 2016 APPROXIMATE LINE OF VEGETATION
- 2016 SOUTH TOE OF DUNE
- 2016 NORTH TOE OF DUNE

- 2016 MEAN HIGH WATER
- 2016 MEAN LOW WATER
- 2016 25' OFFSET NORTH TOE OF DUNE
- 2016 ENHANCED CONSTRUCTION ZONE
- CONTOURS

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey



Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)

ATKINS

2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 19 of 57

Job No.: 100053964

Scale: 1" = 200'

Prepared By: Atkins/WHIT6392

Date: Sep 06, 2017

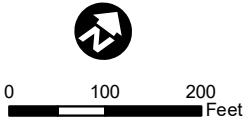
N:\Clients\G_H\Galveston\100053964\geotiffs\Wading_Depth_Survey_2017_11x17_v3.mxd



- | | | | |
|---------------------------|-------------------------------------|---|---|
| — 2017 3' CONTOUR | — 2017 MEAN HIGH WATER | - - - 2016 4' CONTOUR | - - - 2016 MEAN HIGH WATER |
| — 2017 4' CONTOUR | — 2017 MEAN LOW WATER | - - - 2016 APPROXIMATE LINE OF VEGETATION | - - - 2016 MEAN LOW WATER |
| — 2017 LINE OF VEGETATION | — 2017 25' OFFSET NORTH TOE OF DUNE | - - - 2016 SOUTH TOE OF DUNE | - - - 2016 25' OFFSET NORTH TOE OF DUNE |
| — 2017 SOUTH TOE OF DUNE | — 2017 ENHANCED CONSTRUCTION ZONE | - - - 2016 NORTH TOE OF DUNE | - - - 2016 ENHANCED CONSTRUCTION ZONE |
| — 2017 NORTH TOE OF DUNE | | — CONTOURS | |

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey



Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)

ATKINS

2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 20 of 57

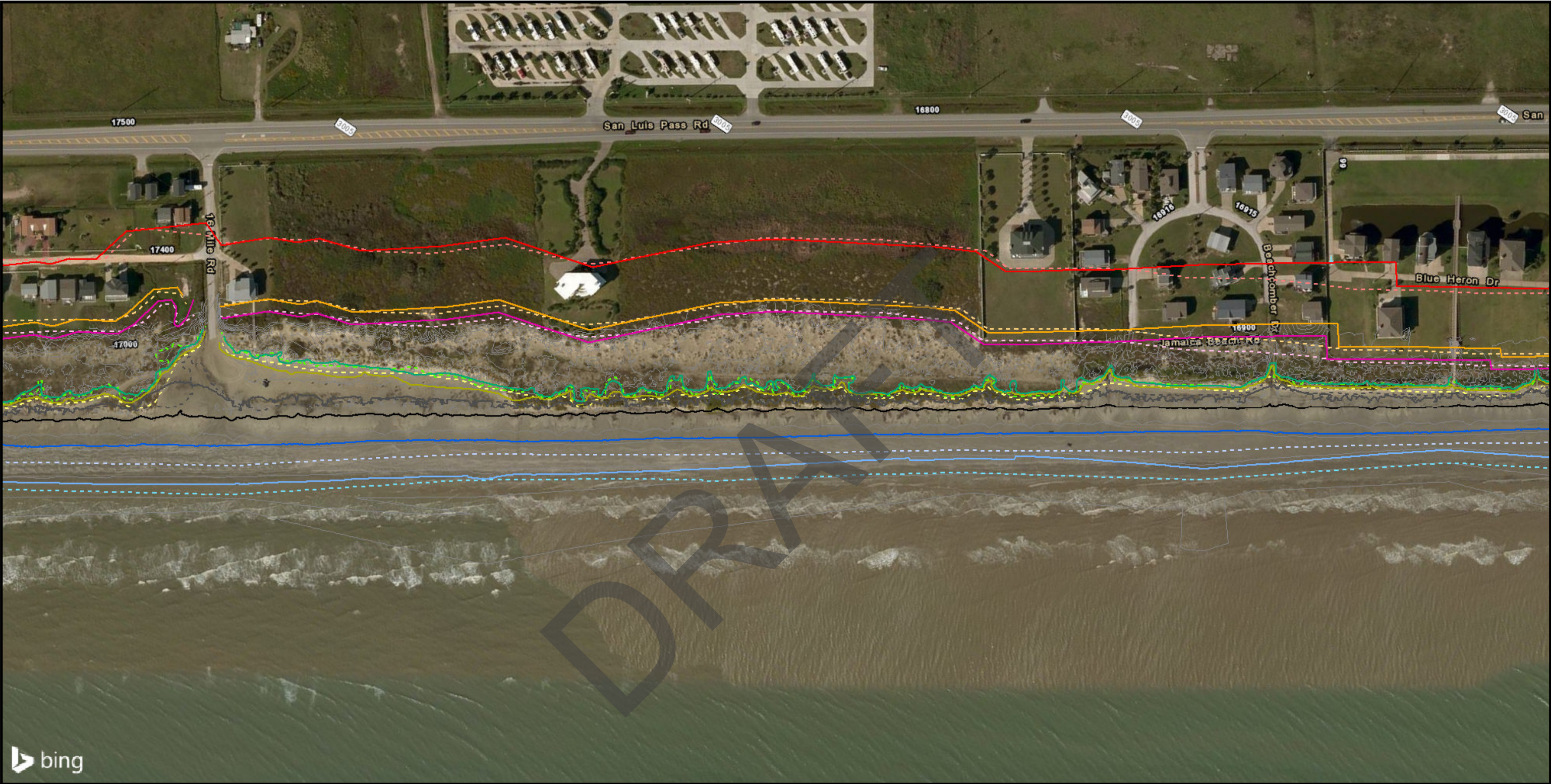
Job No.: 100053964

Scale: 1" = 200'

Prepared By: Atkins/WHIT6392

Date: Sep 06, 2017

N:\Clients\G_H\Galveston\100053964\geotiffs\Wading_Depth_Survey_2017_11x17_v3.mxd



- 2017 3' CONTOUR
- 2017 4' CONTOUR
- 2017 LINE OF VEGETATION
- 2017 SOUTH TOE OF DUNE
- 2017 NORTH TOE OF DUNE

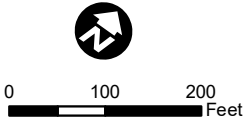
- 2017 MEAN HIGH WATER
- 2017 MEAN LOW WATER
- 2017 25' OFFSET NORTH TOE OF DUNE
- 2017 ENHANCED CONSTRUCTION ZONE

- 2016 4' CONTOUR
- 2016 APPROXIMATE LINE OF VEGETATION
- 2016 SOUTH TOE OF DUNE
- 2016 NORTH TOE OF DUNE

- 2016 MEAN HIGH WATER
- 2016 MEAN LOW WATER
- 2016 25' OFFSET NORTH TOE OF DUNE
- 2016 ENHANCED CONSTRUCTION ZONE
- CONTOURS

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey



Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)

ATKINS

2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 21 of 57

Job No.: 100053964

Scale: 1" = 200'

Prepared By: Atkins/WHIT6392

Date: Sep 06, 2017

N:\Clients\G_H\Galveston\100053964\geotiffs\Wading_Depth_Survey_2017_11x17_v3.mxd



— 2017 3' CONTOUR	— 2017 MEAN HIGH WATER	- - - 2016 4' CONTOUR	- - - 2016 MEAN HIGH WATER
— 2017 4' CONTOUR	— 2017 MEAN LOW WATER	- - - 2016 APPROXIMATE LINE OF VEGETATION	- - - 2016 MEAN LOW WATER
— 2017 LINE OF VEGETATION	— 2017 25' OFFSET NORTH TOE OF DUNE	- - - 2016 SOUTH TOE OF DUNE	- - - 2016 25' OFFSET NORTH TOE OF DUNE
— 2017 SOUTH TOE OF DUNE	— 2017 ENHANCED CONSTRUCTION ZONE	- - - 2016 NORTH TOE OF DUNE	- - - 2016 ENHANCED CONSTRUCTION ZONE
— 2017 NORTH TOE OF DUNE		— CONTOURS	

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey

0 100 200 Feet

Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)



2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 22 of 57

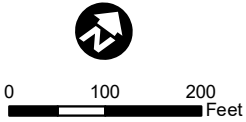
Job No.: 100053964	Scale: 1" = 200'
Prepared By: Atkins/WHIT6392	Date: Sep 06, 2017
N:\Clients\G_H\Galveston\100053964\geotiffs\Wading_Depth_Survey_2017_11x17_v3.mxd	



- | | | | |
|---------------------------|-------------------------------------|---|---|
| — 2017 3' CONTOUR | — 2017 MEAN HIGH WATER | - - - - 2016 4' CONTOUR | - - - - 2016 MEAN HIGH WATER |
| — 2017 4' CONTOUR | — 2017 MEAN LOW WATER | - - - - 2016 APPROXIMATE LINE OF VEGETATION | - - - - 2016 MEAN LOW WATER |
| — 2017 LINE OF VEGETATION | — 2017 25' OFFSET NORTH TOE OF DUNE | - - - - 2016 SOUTH TOE OF DUNE | - - - - 2016 25' OFFSET NORTH TOE OF DUNE |
| — 2017 SOUTH TOE OF DUNE | — 2017 ENHANCED CONSTRUCTION ZONE | - - - - 2016 NORTH TOE OF DUNE | - - - - 2016 ENHANCED CONSTRUCTION ZONE |
| — 2017 NORTH TOE OF DUNE | | — CONTOURS | |

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey



Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)

ATKINS

2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 23 of 57

Job No.: 100053964

Scale: 1" = 200'

Prepared By: Atkins/WHIT6392

Date: Sep 06, 2017

N:\Clients\G_H\Galveston\100053964\geotiffs\Wading_Depth_Survey_2017_11x17_v3.mxd



2017 3' CONTOUR

2017 4' CONTOUR

2017 LINE OF VEGETATION

2017 SOUTH TOE OF DUNE

2017 NORTH TOE OF DUNE

2017 MEAN HIGH WATER

2017 MEAN LOW WATER

2017 25' OFFSET NORTH TOE OF DUNE

2017 ENHANCED CONSTRUCTION ZONE

2016 4' CONTOUR

2016 APPROXIMATE LINE OF VEGETATION

2016 SOUTH TOE OF DUNE

2016 NORTH TOE OF DUNE

2016 MEAN HIGH WATER

2016 MEAN LOW WATER

2016 25' OFFSET NORTH TOE OF DUNE

2016 ENHANCED CONSTRUCTION ZONE

CONTOURS

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey

0100200Feet

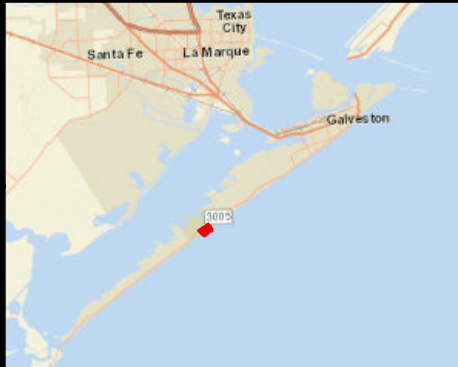
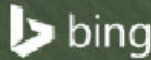
Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)



2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 24 of 57

Job No.: 100053964	Scale: 1" = 200'
Prepared By: Atkins/WHIT6392	Date: Sep 06, 2017
N:\Clients\G_H\Galveston\100053964\geographics\Wading_Depth_Survey_2017_11x17_v3.mxd	



- 2017 3' CONTOUR
- 2017 4' CONTOUR
- 2017 LINE OF VEGETATION
- 2017 SOUTH TOE OF DUNE
- 2017 NORTH TOE OF DUNE

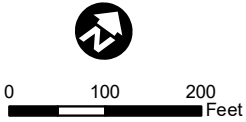
- 2017 MEAN HIGH WATER
- 2017 MEAN LOW WATER
- 2017 25' OFFSET NORTH TOE OF DUNE
- 2017 ENHANCED CONSTRUCTION ZONE

- 2016 4' CONTOUR
- 2016 APPROXIMATE LINE OF VEGETATION
- 2016 SOUTH TOE OF DUNE
- 2016 NORTH TOE OF DUNE

- 2016 MEAN HIGH WATER
- 2016 MEAN LOW WATER
- 2016 25' OFFSET NORTH TOE OF DUNE
- 2016 ENHANCED CONSTRUCTION ZONE
- CONTOURS

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey



Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)

ATKINS

2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 25 of 57

Job No.: 100053964

Scale: 1" = 200'

Prepared By: Atkins/WHIT6392

Date: Sep 06, 2017

N:\Clients\G_H\Galveston\100053964\geographics\Wading_Depth_Survey_2017_11x17_v3.mxd



- 2017 3' CONTOUR
- 2017 4' CONTOUR
- 2017 LINE OF VEGETATION
- 2017 SOUTH TOE OF DUNE
- 2017 NORTH TOE OF DUNE

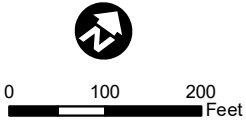
- 2017 MEAN HIGH WATER
- 2017 MEAN LOW WATER
- 2017 25' OFFSET NORTH TOE OF DUNE
- 2017 ENHANCED CONSTRUCTION ZONE

- 2016 4' CONTOUR
- 2016 APPROXIMATE LINE OF VEGETATION
- 2016 SOUTH TOE OF DUNE
- 2016 NORTH TOE OF DUNE

- 2016 MEAN HIGH WATER
- 2016 MEAN LOW WATER
- 2016 25' OFFSET NORTH TOE OF DUNE
- 2016 ENHANCED CONSTRUCTION ZONE
- CONTOURS

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey



Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)

ATKINS

2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 26 of 57

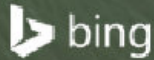
Job No.: 100053964

Scale: 1" = 200'

Prepared By: Atkins/WHIT6392

Date: Sep 06, 2017

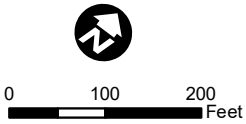
N:\Clients\G_H\Galveston\100053964\geo\figs\Wading_Depth_Survey_2017_11x17_v3.mxd



- | | | | |
|---------------------------|-------------------------------------|---|---|
| — 2017 3' CONTOUR | — 2017 MEAN HIGH WATER | - - - 2016 4' CONTOUR | - - - 2016 MEAN HIGH WATER |
| — 2017 4' CONTOUR | — 2017 MEAN LOW WATER | - - - 2016 APPROXIMATE LINE OF VEGETATION | - - - 2016 MEAN LOW WATER |
| — 2017 LINE OF VEGETATION | — 2017 25' OFFSET NORTH TOE OF DUNE | - - - 2016 SOUTH TOE OF DUNE | - - - 2016 25' OFFSET NORTH TOE OF DUNE |
| — 2017 SOUTH TOE OF DUNE | — 2017 ENHANCED CONSTRUCTION ZONE | - - - 2016 NORTH TOE OF DUNE | - - - 2016 ENHANCED CONSTRUCTION ZONE |
| — 2017 NORTH TOE OF DUNE | | — CONTOURS | |

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey



Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)

ATKINS

2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 27 of 57

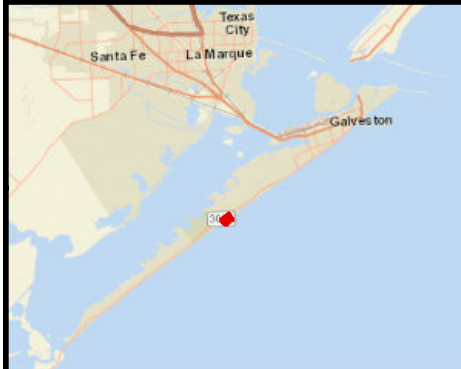
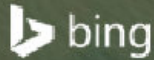
Job No.: 100053964

Scale: 1" = 200'

Prepared By: Atkins/WHIT6392

Date: Sep 06, 2017

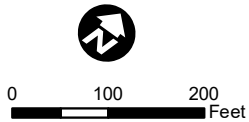
N:\Clients\G_H\Galveston\100053964\geographics\Wading_Depth_Survey_2017_11x17_v3.mxd



- | | | | |
|---------------------------|-------------------------------------|---|---|
| — 2017 3' CONTOUR | — 2017 MEAN HIGH WATER | - - - 2016 4' CONTOUR | - - - 2016 MEAN HIGH WATER |
| — 2017 4' CONTOUR | — 2017 MEAN LOW WATER | - - - 2016 APPROXIMATE LINE OF VEGETATION | - - - 2016 MEAN LOW WATER |
| — 2017 LINE OF VEGETATION | — 2017 25' OFFSET NORTH TOE OF DUNE | - - - 2016 SOUTH TOE OF DUNE | - - - 2016 25' OFFSET NORTH TOE OF DUNE |
| — 2017 SOUTH TOE OF DUNE | — 2017 ENHANCED CONSTRUCTION ZONE | - - - 2016 NORTH TOE OF DUNE | - - - 2016 ENHANCED CONSTRUCTION ZONE |
| — 2017 NORTH TOE OF DUNE | | — CONTOURS | |

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey



Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)

ATKINS

2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 28 of 57

Job No.: 100053964

Scale: 1" = 200'

Prepared By: Atkins/WHIT6392

Date: Sep 06, 2017

N:\Clients\G_H\Galveston\100053964\geotiffs\Wading_Depth_Survey_2017_11x17_v3.mxd



— 2017 3' CONTOUR	— 2017 MEAN HIGH WATER	- - - 2016 4' CONTOUR	- - - 2016 MEAN HIGH WATER
— 2017 4' CONTOUR	— 2017 MEAN LOW WATER	- - - 2016 APPROXIMATE LINE OF VEGETATION	- - - 2016 MEAN LOW WATER
— 2017 LINE OF VEGETATION	— 2017 25' OFFSET NORTH TOE OF DUNE	- - - 2016 SOUTH TOE OF DUNE	- - - 2016 25' OFFSET NORTH TOE OF DUNE
— 2017 SOUTH TOE OF DUNE	— 2017 ENHANCED CONSTRUCTION ZONE	- - - 2016 NORTH TOE OF DUNE	- - - 2016 ENHANCED CONSTRUCTION ZONE
— 2017 NORTH TOE OF DUNE		— CONTOURS	

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey

0 100 200 Feet

Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)



2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 29 of 57

Job No.: 100053964	Scale: 1" = 200'
Prepared By: Atkins/WHIT6392	Date: Sep 06, 2017
N:\Clients\G_H\Galveston\100053964\geotiffs\Wading_Depth_Survey_2017_11x17_v3.mxd	



— 2017 3' CONTOUR	— 2017 MEAN HIGH WATER	- - - 2016 4' CONTOUR	- - - 2016 MEAN HIGH WATER
— 2017 4' CONTOUR	— 2017 MEAN LOW WATER	- - - 2016 APPROXIMATE LINE OF VEGETATION	- - - 2016 MEAN LOW WATER
— 2017 LINE OF VEGETATION	— 2017 25' OFFSET NORTH TOE OF DUNE	- - - 2016 SOUTH TOE OF DUNE	- - - 2016 25' OFFSET NORTH TOE OF DUNE
— 2017 SOUTH TOE OF DUNE	— 2017 ENHANCED CONSTRUCTION ZONE	- - - 2016 NORTH TOE OF DUNE	- - - 2016 ENHANCED CONSTRUCTION ZONE
— 2017 NORTH TOE OF DUNE		— CONTOURS	

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey

0 100 200 Feet

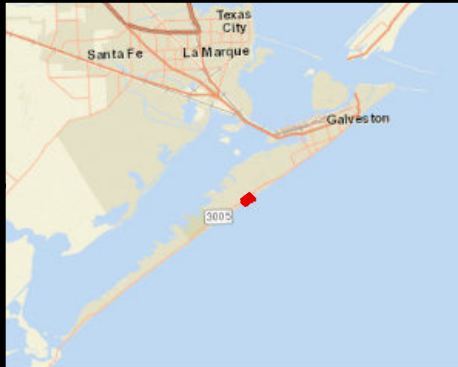
Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)

2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 31 of 57

Job No.: 100053964	Scale: 1" = 200'
Prepared By: Atkins/WHIT6392	Date: Sep 06, 2017

N:\Clients\G_H\Galveston\100053964\geotiffs\Wading_Depth_Survey_2017_11x17_v3.mxd



- 2017 3' CONTOUR
- 2017 4' CONTOUR
- 2017 LINE OF VEGETATION
- 2017 SOUTH TOE OF DUNE
- 2017 NORTH TOE OF DUNE

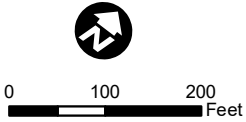
- 2017 MEAN HIGH WATER
- 2017 MEAN LOW WATER
- 2017 25' OFFSET NORTH TOE OF DUNE
- 2017 ENHANCED CONSTRUCTION ZONE

- 2016 4' CONTOUR
- 2016 APPROXIMATE LINE OF VEGETATION
- 2016 SOUTH TOE OF DUNE
- 2016 NORTH TOE OF DUNE

- 2016 MEAN HIGH WATER
- 2016 MEAN LOW WATER
- 2016 25' OFFSET NORTH TOE OF DUNE
- 2016 ENHANCED CONSTRUCTION ZONE
- CONTOURS

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey



Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)

ATKINS

2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 32 of 57

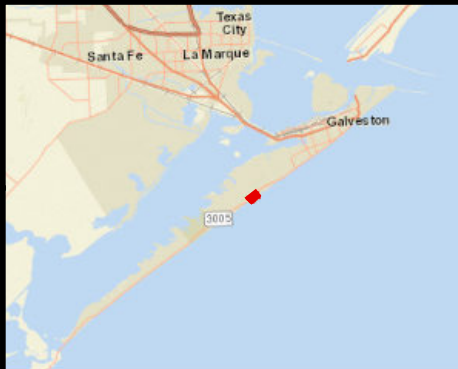
Job No.: 100053964

Scale: 1" = 200'

Prepared By: Atkins/WHIT6392

Date: Sep 06, 2017

N:\Clients\G_H\Galveston\100053964\geotiffs\Wading_Depth_Survey_2017_11x17_v3.mxd



- 2017 3' CONTOUR
- 2017 4' CONTOUR
- 2017 LINE OF VEGETATION
- 2017 SOUTH TOE OF DUNE
- 2017 NORTH TOE OF DUNE

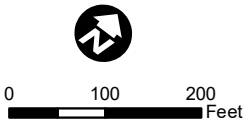
- 2017 MEAN HIGH WATER
- 2017 MEAN LOW WATER
- 2017 25' OFFSET NORTH TOE OF DUNE
- 2017 ENHANCED CONSTRUCTION ZONE

- 2016 4' CONTOUR
- 2016 APPROXIMATE LINE OF VEGETATION
- 2016 SOUTH TOE OF DUNE
- 2016 NORTH TOE OF DUNE

- 2016 MEAN HIGH WATER
- 2016 MEAN LOW WATER
- 2016 25' OFFSET NORTH TOE OF DUNE
- 2016 ENHANCED CONSTRUCTION ZONE
- CONTOURS

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey



Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)

ATKINS

2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 33 of 57

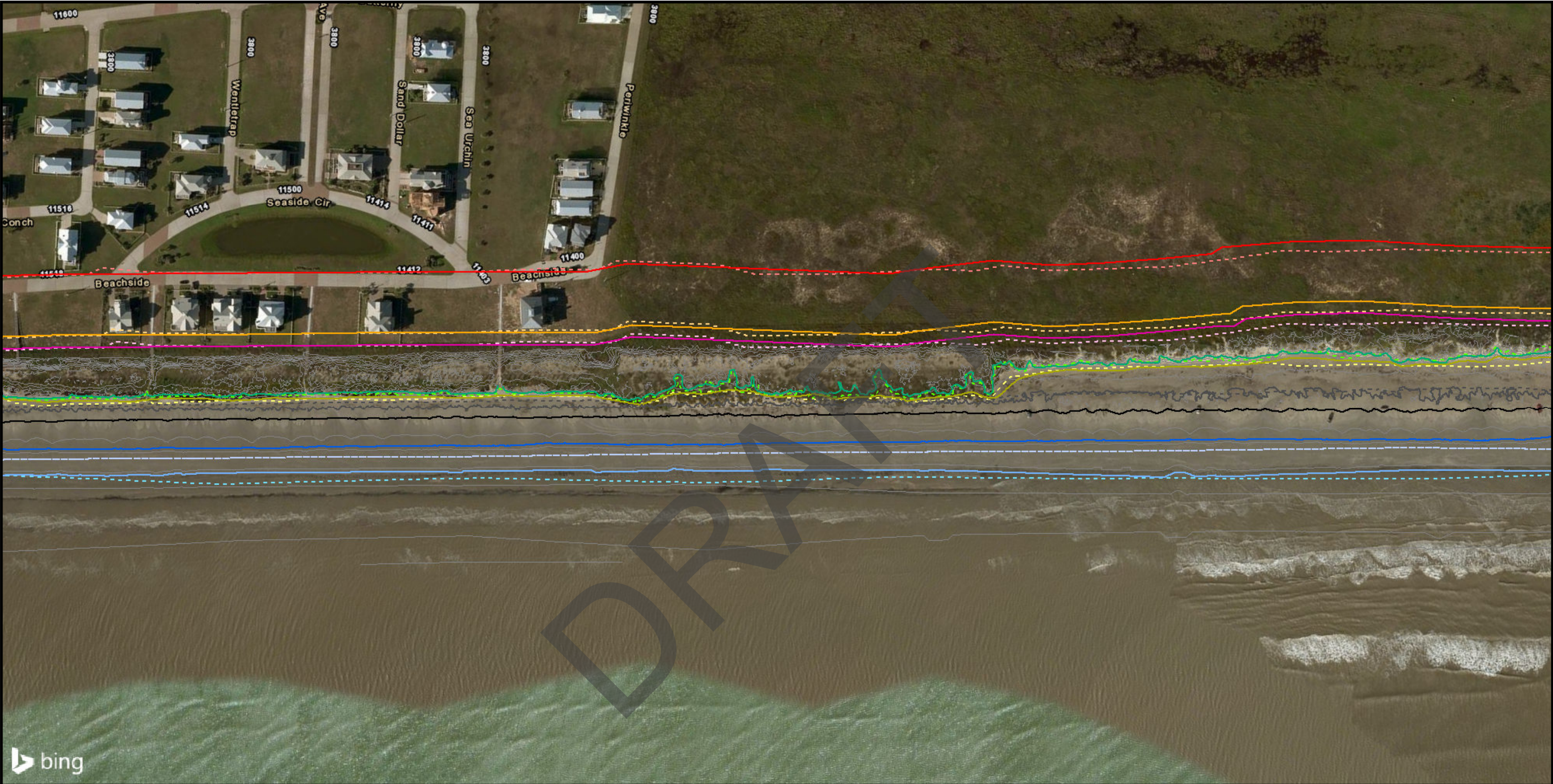
Job No.: 100053964

Scale: 1" = 200'

Prepared By: Atkins/WHIT6392

Date: Sep 06, 2017

N:\Clients\G_H\Galveston\100053964\geo\figs\Wading_Depth_Survey_2017_11x17_v3.mxd



— 2017 3' CONTOUR	— 2017 MEAN HIGH WATER	- - - 2016 4' CONTOUR	- - - 2016 MEAN HIGH WATER
— 2017 4' CONTOUR	— 2017 MEAN LOW WATER	- - - 2016 APPROXIMATE LINE OF VEGETATION	- - - 2016 MEAN LOW WATER
— 2017 LINE OF VEGETATION	— 2017 25' OFFSET NORTH TOE OF DUNE	- - - 2016 SOUTH TOE OF DUNE	- - - 2016 25' OFFSET NORTH TOE OF DUNE
— 2017 SOUTH TOE OF DUNE	— 2017 ENHANCED CONSTRUCTION ZONE	- - - 2016 NORTH TOE OF DUNE	- - - 2016 ENHANCED CONSTRUCTION ZONE
— 2017 NORTH TOE OF DUNE		— CONTOURS	

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey

0 100 200 Feet

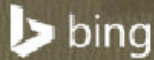
Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)



2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 34 of 57

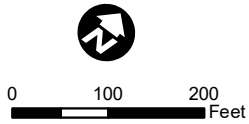
Job No.: 100053964	Scale: 1" = 200'
Prepared By: Atkins/WHIT6392	Date: Sep 06, 2017
N:\Clients\G_H\Galveston\100053964\geographics\Wading_Depth_Survey_2017_11x17_v3.mxd	



- | | | | |
|---------------------------|-------------------------------------|---|---|
| — 2017 3' CONTOUR | — 2017 MEAN HIGH WATER | - - - 2016 4' CONTOUR | - - - 2016 MEAN HIGH WATER |
| — 2017 4' CONTOUR | — 2017 MEAN LOW WATER | - - - 2016 APPROXIMATE LINE OF VEGETATION | - - - 2016 MEAN LOW WATER |
| — 2017 LINE OF VEGETATION | — 2017 25' OFFSET NORTH TOE OF DUNE | - - - 2016 SOUTH TOE OF DUNE | - - - 2016 25' OFFSET NORTH TOE OF DUNE |
| — 2017 SOUTH TOE OF DUNE | — 2017 ENHANCED CONSTRUCTION ZONE | - - - 2016 NORTH TOE OF DUNE | - - - 2016 ENHANCED CONSTRUCTION ZONE |
| — 2017 NORTH TOE OF DUNE | | — CONTOURS | |

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey



Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)

ATKINS

2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 35 of 57

Job No.: 100053964

Scale: 1" = 200'

Prepared By: Atkins/WHIT6392

Date: Sep 06, 2017

N:\Clients\G_H\Galveston\100053964\geotiffs\Wading_Depth_Survey_2017_11x17_v3.mxd



bing



- 2017 3' CONTOUR
- 2017 4' CONTOUR
- 2017 LINE OF VEGETATION
- 2017 SOUTH TOE OF DUNE
- 2017 NORTH TOE OF DUNE

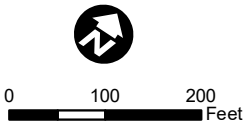
- 2017 MEAN HIGH WATER
- 2017 MEAN LOW WATER
- 2017 25' OFFSET NORTH TOE OF DUNE
- 2017 ENHANCED CONSTRUCTION ZONE

- 2016 4' CONTOUR
- 2016 APPROXIMATE LINE OF VEGETATION
- 2016 SOUTH TOE OF DUNE
- 2016 NORTH TOE OF DUNE

- 2016 MEAN HIGH WATER
- 2016 MEAN LOW WATER
- 2016 25' OFFSET NORTH TOE OF DUNE
- 2016 ENHANCED CONSTRUCTION ZONE
- CONTOURS

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey



Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)

ATKINS

2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 36 of 57

Job No.: 100053964

Scale: 1" = 200'

Prepared By: Atkins/WHIT6392

Date: Sep 06, 2017

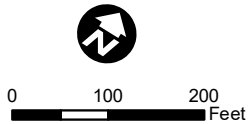
N:\Clients\G_H\Galveston\100053964\geotiffs\Wading_Depth_Survey_2017_11x17_v3.mxd



- | | | | |
|---------------------------|-------------------------------------|---|---|
| — 2017 3' CONTOUR | — 2017 MEAN HIGH WATER | - - - 2016 4' CONTOUR | - - - 2016 MEAN HIGH WATER |
| — 2017 4' CONTOUR | — 2017 MEAN LOW WATER | - - - 2016 APPROXIMATE LINE OF VEGETATION | - - - 2016 MEAN LOW WATER |
| — 2017 LINE OF VEGETATION | — 2017 25' OFFSET NORTH TOE OF DUNE | - - - 2016 SOUTH TOE OF DUNE | - - - 2016 25' OFFSET NORTH TOE OF DUNE |
| — 2017 SOUTH TOE OF DUNE | — 2017 ENHANCED CONSTRUCTION ZONE | - - - 2016 NORTH TOE OF DUNE | - - - 2016 ENHANCED CONSTRUCTION ZONE |
| — 2017 NORTH TOE OF DUNE | | — CONTOURS | |

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey



Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)

ATKINS

2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 37 of 57

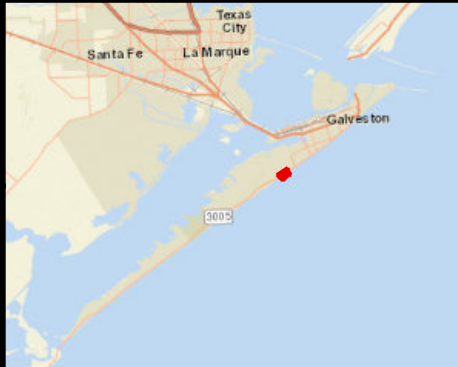
Job No.: 100053964

Scale: 1" = 200'

Prepared By: Atkins/WHIT6392

Date: Sep 06, 2017

N:\Clients\G_H\Galveston\100053964\geotiffs\Wading_Depth_Survey_2017_11x17_v3.mxd



- 2017 3' CONTOUR
- 2017 4' CONTOUR
- 2017 LINE OF VEGETATION
- 2017 SOUTH TOE OF DUNE
- 2017 NORTH TOE OF DUNE

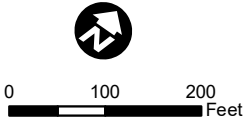
- 2017 MEAN HIGH WATER
- 2017 MEAN LOW WATER
- 2017 25' OFFSET NORTH TOE OF DUNE
- 2017 ENHANCED CONSTRUCTION ZONE

- 2016 4' CONTOUR
- 2016 APPROXIMATE LINE OF VEGETATION
- 2016 SOUTH TOE OF DUNE
- 2016 NORTH TOE OF DUNE

- 2016 MEAN HIGH WATER
- 2016 MEAN LOW WATER
- 2016 25' OFFSET NORTH TOE OF DUNE
- 2016 ENHANCED CONSTRUCTION ZONE
- CONTOURS

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey



Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)

ATKINS

2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 38 of 57

Job No.: 100053964

Scale: 1" = 200'

Prepared By: Atkins/WHIT6392

Date: Sep 06, 2017

N:\Clients\G_H\Galveston\100053964\geotiffs\Wading_Depth_Survey_2017_11x17_v3.mxd



2017 3' CONTOUR

2017 4' CONTOUR

2017 LINE OF VEGETATION

2017 SOUTH TOE OF DUNE

2017 NORTH TOE OF DUNE

2017 MEAN HIGH WATER

2017 MEAN LOW WATER

2017 25' OFFSET NORTH TOE OF DUNE

2017 ENHANCED CONSTRUCTION ZONE

2016 4' CONTOUR

2016 APPROXIMATE LINE OF VEGETATION

2016 SOUTH TOE OF DUNE

2016 NORTH TOE OF DUNE

2016 MEAN HIGH WATER

2016 MEAN LOW WATER

2016 25' OFFSET NORTH TOE OF DUNE

2016 ENHANCED CONSTRUCTION ZONE

CONTOURS

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey

0

100

200

Feet

Datum: NAD 1983

Vertical Datum: NAVD88

Projection: State Plane

Texas South Central

Units: Feet

Aerials: BING Aerial (accessed 8/22/2017)

ATKINS

2017 Wading Depth Survey

City of Galveston

Galveston County, Texas

Page 39 of 57

Job No.: 100053964

Prepared By: Atkins/WHIT6392

Scale: 1" = 200'

Date: Sep 06, 2017

N:\Clients\G_H\Galveston\100053964\geo\figs\Wading_Depth_Survey_2017_11x17_v3.mxd



- 2017 3' CONTOUR
- 2017 4' CONTOUR
- 2017 LINE OF VEGETATION
- 2017 SOUTH TOE OF DUNE
- 2017 NORTH TOE OF DUNE

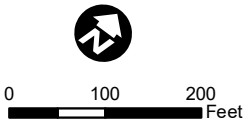
- 2017 MEAN HIGH WATER
- 2017 MEAN LOW WATER
- 2017 25' OFFSET NORTH TOE OF DUNE
- 2017 ENHANCED CONSTRUCTION ZONE

- 2016 4' CONTOUR
- 2016 APPROXIMATE LINE OF VEGETATION
- 2016 SOUTH TOE OF DUNE
- 2016 NORTH TOE OF DUNE

- 2016 MEAN HIGH WATER
- 2016 MEAN LOW WATER
- 2016 25' OFFSET NORTH TOE OF DUNE
- 2016 ENHANCED CONSTRUCTION ZONE
- CONTOURS

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey



Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)

ATKINS

2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 40 of 57

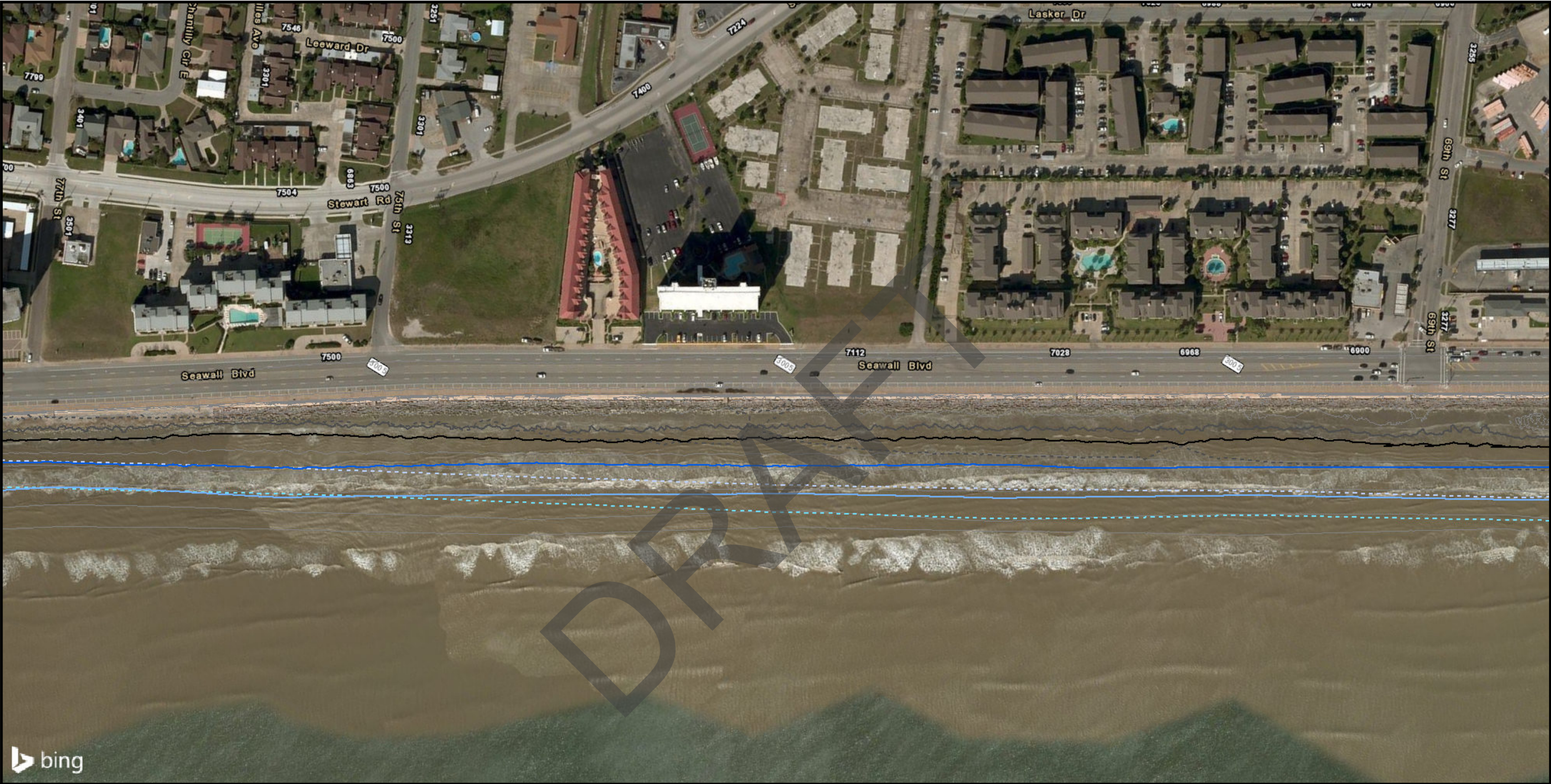
Job No.: 100053964

Scale: 1" = 200'

Prepared By: Atkins/WHIT6392

Date: Sep 06, 2017

N:\Clients\G_H\Galveston\100053964\geographics\Wading_Depth_Survey_2017_11x17_v3.mxd



— 2017 3' CONTOUR	— 2017 MEAN HIGH WATER	- - - 2016 4' CONTOUR	- - - 2016 MEAN HIGH WATER
— 2017 4' CONTOUR	— 2017 MEAN LOW WATER	- - - 2016 APPROXIMATE LINE OF VEGETATION	- - - 2016 MEAN LOW WATER
— 2017 LINE OF VEGETATION	— 2017 25' OFFSET NORTH TOE OF DUNE	- - - 2016 SOUTH TOE OF DUNE	- - - 2016 25' OFFSET NORTH TOE OF DUNE
— 2017 SOUTH TOE OF DUNE	— 2017 ENHANCED CONSTRUCTION ZONE	- - - 2016 NORTH TOE OF DUNE	- - - 2016 ENHANCED CONSTRUCTION ZONE
— 2017 NORTH TOE OF DUNE		— CONTOURS	

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey

0 100 200 Feet

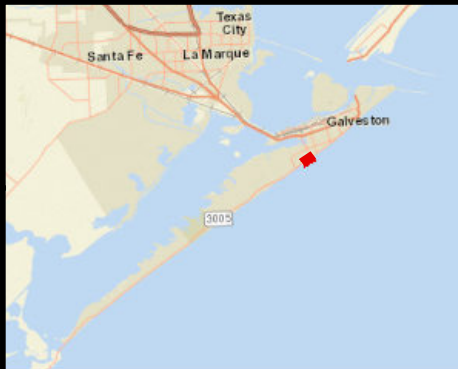
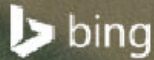
Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)



2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 41 of 57

Job No.: 100053964	Scale: 1" = 200'
Prepared By: Atkins/WHIT6392	Date: Sep 06, 2017
N:\Clients\G_H\Galveston\100053964\geographics\Wading_Depth_Survey_2017_11x17_v3.mxd	



- 2017 3' CONTOUR
- 2017 4' CONTOUR
- 2017 LINE OF VEGETATION
- 2017 SOUTH TOE OF DUNE
- 2017 NORTH TOE OF DUNE

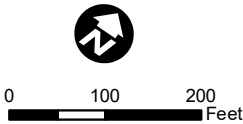
- 2017 MEAN HIGH WATER
- 2017 MEAN LOW WATER
- 2017 25' OFFSET NORTH TOE OF DUNE
- 2017 ENHANCED CONSTRUCTION ZONE

- 2016 4' CONTOUR
- 2016 APPROXIMATE LINE OF VEGETATION
- 2016 SOUTH TOE OF DUNE
- 2016 NORTH TOE OF DUNE

- 2016 MEAN HIGH WATER
- 2016 MEAN LOW WATER
- 2016 25' OFFSET NORTH TOE OF DUNE
- 2016 ENHANCED CONSTRUCTION ZONE
- CONTOURS

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey



Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)

ATKINS

2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 42 of 57

Job No.: 100053964

Scale: 1" = 200'

Prepared By: Atkins/WHIT6392

Date: Sep 06, 2017

N:\Clients\G_H\Galveston\100053964\geotiffs\Wading_Depth_Survey_2017_11x17_v3.mxd



— 2017 3' CONTOUR	— 2017 MEAN HIGH WATER	- - - 2016 4' CONTOUR	- - - 2016 MEAN HIGH WATER
— 2017 4' CONTOUR	— 2017 MEAN LOW WATER	- - - 2016 APPROXIMATE LINE OF VEGETATION	- - - 2016 MEAN LOW WATER
— 2017 LINE OF VEGETATION	— 2017 25' OFFSET NORTH TOE OF DUNE	- - - 2016 SOUTH TOE OF DUNE	- - - 2016 25' OFFSET NORTH TOE OF DUNE
— 2017 SOUTH TOE OF DUNE	— 2017 ENHANCED CONSTRUCTION ZONE	- - - 2016 NORTH TOE OF DUNE	- - - 2016 ENHANCED CONSTRUCTION ZONE
— 2017 NORTH TOE OF DUNE		— CONTOURS	

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey

0 100 200 Feet

Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)



2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 43 of 57

Job No.: 100053964	Scale: 1" = 200'
Prepared By: Atkins/WHIT6392	Date: Sep 06, 2017
N:\Clients\G_H\Galveston\100053964\geotiffs\Wading_Depth_Survey_2017_11x17_v3.mxd	



- 2017 3' CONTOUR
- 2017 4' CONTOUR
- 2017 LINE OF VEGETATION
- 2017 SOUTH TOE OF DUNE
- 2017 NORTH TOE OF DUNE

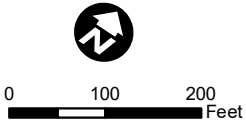
- 2017 MEAN HIGH WATER
- 2017 MEAN LOW WATER
- 2017 25' OFFSET NORTH TOE OF DUNE
- 2017 ENHANCED CONSTRUCTION ZONE

- 2016 4' CONTOUR
- 2016 APPROXIMATE LINE OF VEGETATION
- 2016 SOUTH TOE OF DUNE
- 2016 NORTH TOE OF DUNE

- 2016 MEAN HIGH WATER
- 2016 MEAN LOW WATER
- 2016 25' OFFSET NORTH TOE OF DUNE
- 2016 ENHANCED CONSTRUCTION ZONE
- CONTOURS

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey



Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)



2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 44 of 57

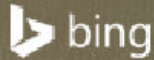
Job No.: 100053964

Scale: 1" = 200'

Prepared By: Atkins/WHIT6392

Date: Sep 06, 2017

N:\Clients\G_H\Galveston\100053964\geo\figs\Wading_Depth_Survey_2017_11x17_v3.mxd



- 2017 3' CONTOUR
- 2017 4' CONTOUR
- 2017 LINE OF VEGETATION
- 2017 SOUTH TOE OF DUNE
- 2017 NORTH TOE OF DUNE

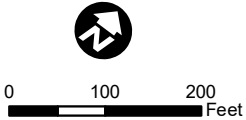
- 2017 MEAN HIGH WATER
- 2017 MEAN LOW WATER
- 2017 25' OFFSET NORTH TOE OF DUNE
- 2017 ENHANCED CONSTRUCTION ZONE

- 2016 4' CONTOUR
- 2016 APPROXIMATE LINE OF VEGETATION
- 2016 SOUTH TOE OF DUNE
- 2016 NORTH TOE OF DUNE

- 2016 MEAN HIGH WATER
- 2016 MEAN LOW WATER
- 2016 25' OFFSET NORTH TOE OF DUNE
- 2016 ENHANCED CONSTRUCTION ZONE
- CONTOURS

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey



Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)



2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 45 of 57

Job No.: 100053964

Scale: 1" = 200'

Prepared By: Atkins/WHIT6392

Date: Sep 06, 2017

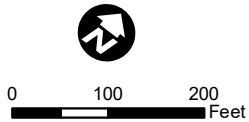
N:\Clients\G_H\Galveston\100053964\geo\figs\Wading_Depth_Survey_2017_11x17_v3.mxd



- | | | | |
|---------------------------|-------------------------------------|---|---|
| — 2017 3' CONTOUR | — 2017 MEAN HIGH WATER | - - - 2016 4' CONTOUR | - - - 2016 MEAN HIGH WATER |
| — 2017 4' CONTOUR | — 2017 MEAN LOW WATER | - - - 2016 APPROXIMATE LINE OF VEGETATION | - - - 2016 MEAN LOW WATER |
| — 2017 LINE OF VEGETATION | — 2017 25' OFFSET NORTH TOE OF DUNE | - - - 2016 SOUTH TOE OF DUNE | - - - 2016 25' OFFSET NORTH TOE OF DUNE |
| — 2017 SOUTH TOE OF DUNE | — 2017 ENHANCED CONSTRUCTION ZONE | - - - 2016 NORTH TOE OF DUNE | - - - 2016 ENHANCED CONSTRUCTION ZONE |
| — 2017 NORTH TOE OF DUNE | | — CONTOURS | |

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey



Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)

ATKINS

2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 46 of 57

Job No.: 100053964

Scale: 1" = 200'

Prepared By: Atkins/WHIT6392

Date: Sep 06, 2017

N:\Clients\G_H\Galveston\100053964\geotiffs\Wading_Depth_Survey_2017_11x17_v3.mxd



— 2017 3' CONTOUR	— 2017 MEAN HIGH WATER	- - - 2016 4' CONTOUR	- - - 2016 MEAN HIGH WATER
— 2017 4' CONTOUR	— 2017 MEAN LOW WATER	- - - 2016 APPROXIMATE LINE OF VEGETATION	- - - 2016 MEAN LOW WATER
— 2017 LINE OF VEGETATION	— 2017 25' OFFSET NORTH TOE OF DUNE	- - - 2016 SOUTH TOE OF DUNE	- - - 2016 25' OFFSET NORTH TOE OF DUNE
— 2017 SOUTH TOE OF DUNE	— 2017 ENHANCED CONSTRUCTION ZONE	- - - 2016 NORTH TOE OF DUNE	- - - 2016 ENHANCED CONSTRUCTION ZONE
— 2017 NORTH TOE OF DUNE		— CONTOURS	

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey

0 100 200 Feet

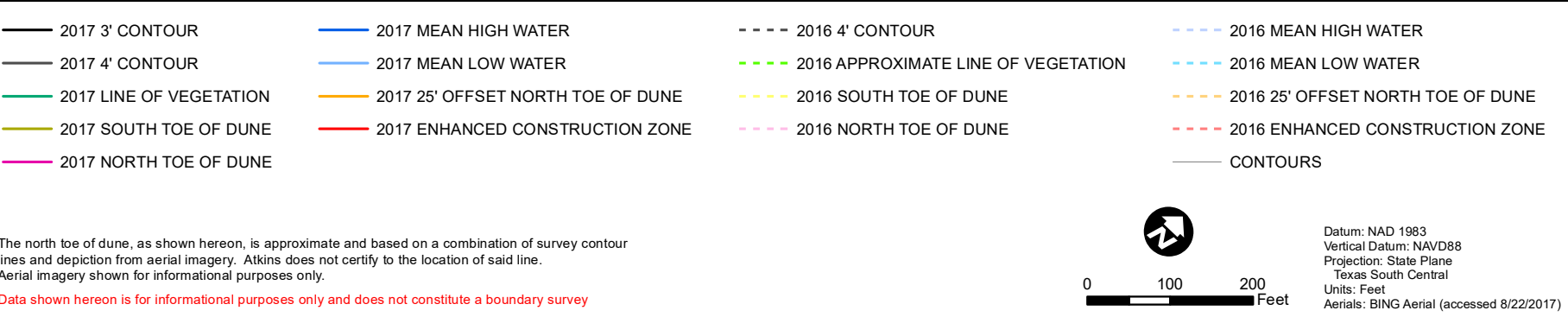
Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)

2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 47 of 57

Job No.: 100053964	Scale: 1" = 200'
Prepared By: Atkins/WHIT6392	Date: Sep 06, 2017

N:\Clients\G_H\Galveston\100053964\geographics\Wading_Depth_Survey_2017_11x17_v3.mxd

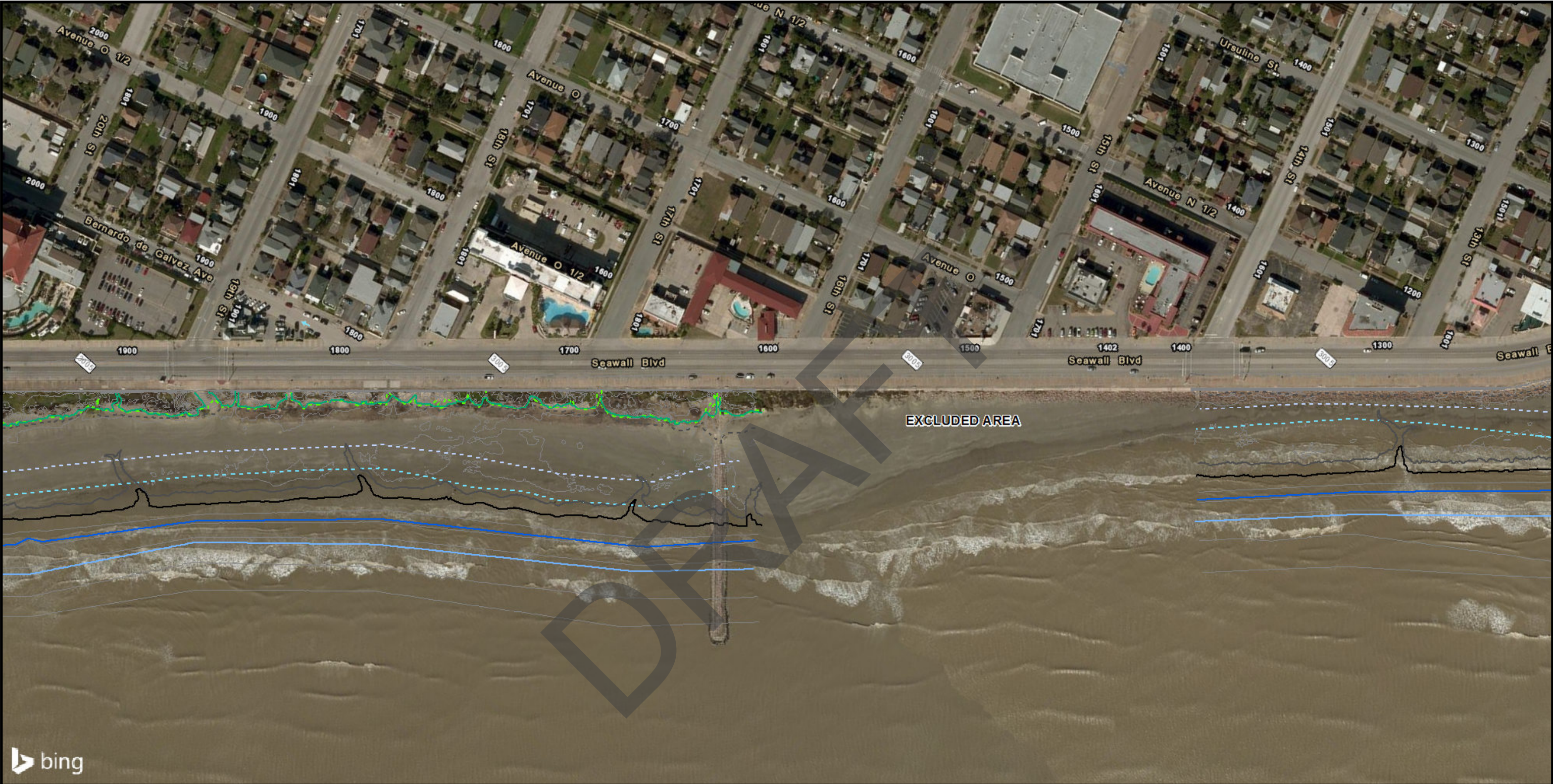


ATKINS

2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 48 of 57

Job No.: 100053964	Scale: 1" = 200'
Prepared By: Atkins/WHIT6392	Date: Sep 06, 2017
N:\Clients\G_H\Galveston\100053964\geotiffs\Wading_Depth_Survey_2017_11x17_v3.mxd	



- 2017 3' CONTOUR
- 2017 4' CONTOUR
- 2017 LINE OF VEGETATION
- 2017 SOUTH TOE OF DUNE
- 2017 NORTH TOE OF DUNE

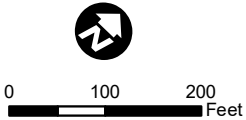
- 2017 MEAN HIGH WATER
- 2017 MEAN LOW WATER
- 2017 25' OFFSET NORTH TOE OF DUNE
- 2017 ENHANCED CONSTRUCTION ZONE

- 2016 4' CONTOUR
- 2016 APPROXIMATE LINE OF VEGETATION
- 2016 SOUTH TOE OF DUNE
- 2016 NORTH TOE OF DUNE

- 2016 MEAN HIGH WATER
- 2016 MEAN LOW WATER
- 2016 25' OFFSET NORTH TOE OF DUNE
- 2016 ENHANCED CONSTRUCTION ZONE
- CONTOURS

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey



Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)

ATKINS

2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 49 of 57

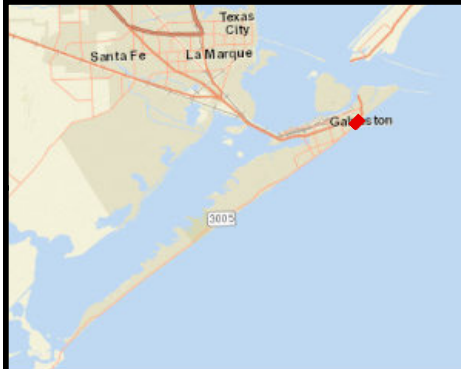
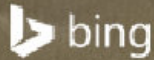
Job No.: 100053964

Scale: 1" = 200'

Prepared By: Atkins/WHIT6392

Date: Sep 06, 2017

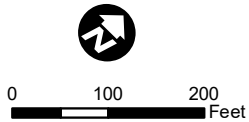
N:\Clients\G_H\Galveston\100053964\geo\figs\Wading_Depth_Survey_2017_11x17_v3.mxd



- | | | | |
|---------------------------|-------------------------------------|---|---|
| — 2017 3' CONTOUR | — 2017 MEAN HIGH WATER | - - - 2016 4' CONTOUR | - - - 2016 MEAN HIGH WATER |
| — 2017 4' CONTOUR | — 2017 MEAN LOW WATER | - - - 2016 APPROXIMATE LINE OF VEGETATION | - - - 2016 MEAN LOW WATER |
| — 2017 LINE OF VEGETATION | — 2017 25' OFFSET NORTH TOE OF DUNE | - - - 2016 SOUTH TOE OF DUNE | - - - 2016 25' OFFSET NORTH TOE OF DUNE |
| — 2017 SOUTH TOE OF DUNE | — 2017 ENHANCED CONSTRUCTION ZONE | - - - 2016 NORTH TOE OF DUNE | - - - 2016 ENHANCED CONSTRUCTION ZONE |
| — 2017 NORTH TOE OF DUNE | | — CONTOURS | |

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey



Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)

ATKINS

2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 50 of 57

Job No.: 100053964

Scale: 1" = 200'

Prepared By: Atkins/WHIT6392

Date: Sep 06, 2017

N:\Clients\G_H\Galveston\100053964\geographics\Wading_Depth_Survey_2017_11x17_v3.mxd



— 2017 3' CONTOUR	— 2017 MEAN HIGH WATER	- - - 2016 4' CONTOUR	- - - 2016 MEAN HIGH WATER
— 2017 4' CONTOUR	— 2017 MEAN LOW WATER	- - - 2016 APPROXIMATE LINE OF VEGETATION	- - - 2016 MEAN LOW WATER
— 2017 LINE OF VEGETATION	— 2017 25' OFFSET NORTH TOE OF DUNE	- - - 2016 SOUTH TOE OF DUNE	- - - 2016 25' OFFSET NORTH TOE OF DUNE
— 2017 SOUTH TOE OF DUNE	— 2017 ENHANCED CONSTRUCTION ZONE	- - - 2016 NORTH TOE OF DUNE	- - - 2016 ENHANCED CONSTRUCTION ZONE
— 2017 NORTH TOE OF DUNE		— CONTOURS	

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey

0 100 200 Feet

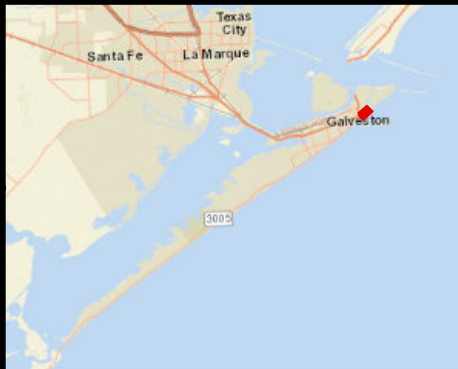
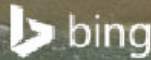
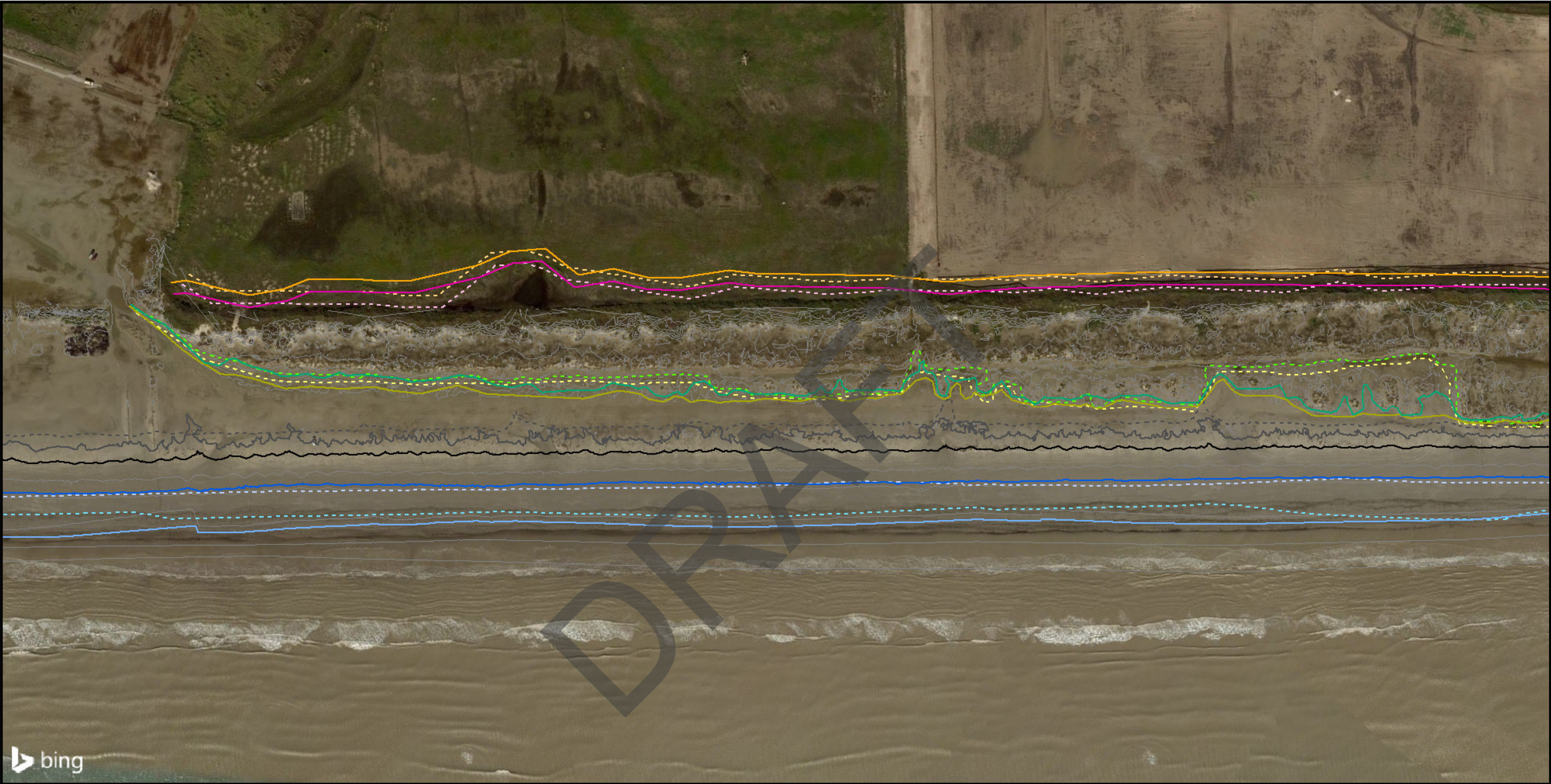
Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)

2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 51 of 57

Job No.: 100053964	Scale: 1" = 200'
Prepared By: Atkins/WHIT6392	Date: Sep 06, 2017

N:\Clients\G_H\Galveston\100053964\geotiffs\Wading_Depth_Survey_2017_11x17_v3.mxd



- 2017 3' CONTOUR
- 2017 4' CONTOUR
- 2017 LINE OF VEGETATION
- 2017 SOUTH TOE OF DUNE
- 2017 NORTH TOE OF DUNE

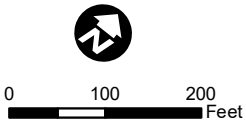
- 2017 MEAN HIGH WATER
- 2017 MEAN LOW WATER
- 2017 25' OFFSET NORTH TOE OF DUNE
- 2017 ENHANCED CONSTRUCTION ZONE

- 2016 4' CONTOUR
- 2016 APPROXIMATE LINE OF VEGETATION
- 2016 SOUTH TOE OF DUNE
- 2016 NORTH TOE OF DUNE

- 2016 MEAN HIGH WATER
- 2016 MEAN LOW WATER
- 2016 25' OFFSET NORTH TOE OF DUNE
- 2016 ENHANCED CONSTRUCTION ZONE
- CONTOURS

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey



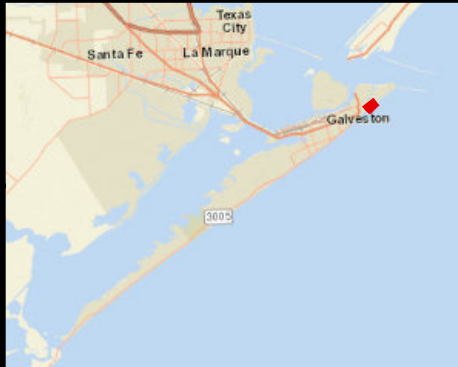
Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)



2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 52 of 57

Job No.: 100053964	Scale: 1" = 200'
Prepared By: Atkins/WHIT6392	Date: Sep 06, 2017
N:\Clients\G_H\Galveston\100053964\geographics\Wading_Depth_Survey_2017_11x17_v3.mxd	



- 2017 3' CONTOUR
- 2017 4' CONTOUR
- 2017 LINE OF VEGETATION
- 2017 SOUTH TOE OF DUNE
- 2017 NORTH TOE OF DUNE

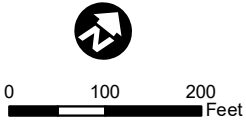
- 2017 MEAN HIGH WATER
- 2017 MEAN LOW WATER
- 2017 25' OFFSET NORTH TOE OF DUNE
- 2017 ENHANCED CONSTRUCTION ZONE

- 2016 4' CONTOUR
- 2016 APPROXIMATE LINE OF VEGETATION
- 2016 SOUTH TOE OF DUNE
- 2016 NORTH TOE OF DUNE

- 2016 MEAN HIGH WATER
- 2016 MEAN LOW WATER
- 2016 25' OFFSET NORTH TOE OF DUNE
- 2016 ENHANCED CONSTRUCTION ZONE
- CONTOURS

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey



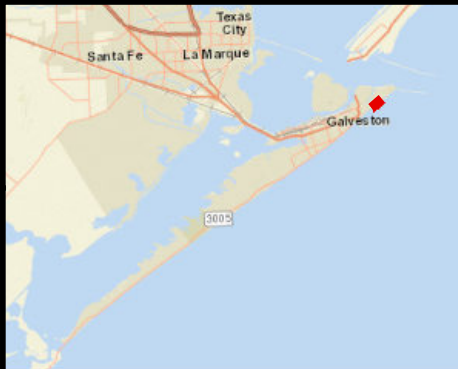
Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)



2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 53 of 57

Job No.: 100053964	Scale: 1" = 200'
Prepared By: Atkins/WHIT6392	Date: Sep 06, 2017
N:\Clients\G_H\Galveston\100053964\geographics\Wading_Depth_Survey_2017_11x17_v3.mxd	



- 2017 3' CONTOUR
- 2017 4' CONTOUR
- 2017 LINE OF VEGETATION
- 2017 SOUTH TOE OF DUNE
- 2017 NORTH TOE OF DUNE

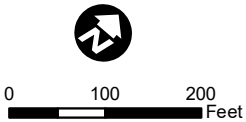
- 2017 MEAN HIGH WATER
- 2017 MEAN LOW WATER
- 2017 25' OFFSET NORTH TOE OF DUNE
- 2017 ENHANCED CONSTRUCTION ZONE

- 2016 4' CONTOUR
- 2016 APPROXIMATE LINE OF VEGETATION
- 2016 SOUTH TOE OF DUNE
- 2016 NORTH TOE OF DUNE

- 2016 MEAN HIGH WATER
- 2016 MEAN LOW WATER
- 2016 25' OFFSET NORTH TOE OF DUNE
- 2016 ENHANCED CONSTRUCTION ZONE
- CONTOURS

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey



Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)



2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 54 of 57

Job No.: 100053964

Scale: 1" = 200'

Prepared By: Atkins/WHIT6392

Date: Sep 06, 2017

N:\Clients\G_H\Galveston\100053964\geotiffs\Wading_Depth_Survey_2017_11x17_v3.mxd



— 2017 3' CONTOUR	— 2017 MEAN HIGH WATER	- - - 2016 4' CONTOUR	- - - 2016 MEAN HIGH WATER
— 2017 4' CONTOUR	— 2017 MEAN LOW WATER	- - - 2016 APPROXIMATE LINE OF VEGETATION	- - - 2016 MEAN LOW WATER
— 2017 LINE OF VEGETATION	— 2017 25' OFFSET NORTH TOE OF DUNE	- - - 2016 SOUTH TOE OF DUNE	- - - 2016 25' OFFSET NORTH TOE OF DUNE
— 2017 SOUTH TOE OF DUNE	— 2017 ENHANCED CONSTRUCTION ZONE	- - - 2016 NORTH TOE OF DUNE	- - - 2016 ENHANCED CONSTRUCTION ZONE
— 2017 NORTH TOE OF DUNE		— CONTOURS	

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey

0 100 200 Feet

Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)



2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 55 of 57

Job No.: 100053964	Scale: 1" = 200'
Prepared By: Atkins/WHIT6392	Date: Sep 06, 2017
N:\Clients\G_H\Galveston\100053964\geographics\Wading_Depth_Survey_2017_11x17_v3.mxd	



— 2017 3' CONTOUR	— 2017 MEAN HIGH WATER	- - - 2016 4' CONTOUR	- - - 2016 MEAN HIGH WATER
— 2017 4' CONTOUR	— 2017 MEAN LOW WATER	- - - 2016 APPROXIMATE LINE OF VEGETATION	- - - 2016 MEAN LOW WATER
— 2017 LINE OF VEGETATION	— 2017 25' OFFSET NORTH TOE OF DUNE	- - - 2016 SOUTH TOE OF DUNE	- - - 2016 25' OFFSET NORTH TOE OF DUNE
— 2017 SOUTH TOE OF DUNE	— 2017 ENHANCED CONSTRUCTION ZONE	- - - 2016 NORTH TOE OF DUNE	- - - 2016 ENHANCED CONSTRUCTION ZONE
— 2017 NORTH TOE OF DUNE		— CONTOURS	

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey

Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)

2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 56 of 57

Job No.: 100053964	Scale: 1" = 200'
Prepared By: Atkins/WHIT6392	Date: Sep 06, 2017

N:\Clients\G_H\Galveston\100053964\geotiffs\Wading_Depth_Survey_2017_11x17_v3.mxd



- 2017 3' CONTOUR
- 2017 4' CONTOUR
- 2017 LINE OF VEGETATION
- 2017 SOUTH TOE OF DUNE
- 2017 NORTH TOE OF DUNE

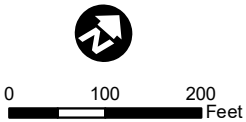
- 2017 MEAN HIGH WATER
- 2017 MEAN LOW WATER
- 2017 25' OFFSET NORTH TOE OF DUNE
- 2017 ENHANCED CONSTRUCTION ZONE

- - - 2016 4' CONTOUR
- - - 2016 APPROXIMATE LINE OF VEGETATION
- - - 2016 SOUTH TOE OF DUNE
- - - 2016 NORTH TOE OF DUNE

- - - 2016 MEAN HIGH WATER
- - - 2016 MEAN LOW WATER
- - - 2016 25' OFFSET NORTH TOE OF DUNE
- - - 2016 ENHANCED CONSTRUCTION ZONE
- CONTOURS

The north toe of dune, as shown hereon, is approximate and based on a combination of survey contour lines and depiction from aerial imagery. Atkins does not certify to the location of said line. Aerial imagery shown for informational purposes only.

Data shown hereon is for informational purposes only and does not constitute a boundary survey



Datum: NAD 1983
Vertical Datum: NAVD88
Projection: State Plane
Texas South Central
Units: Feet
Aerials: BING Aerial (accessed 8/22/2017)

ATKINS

2017 Wading Depth Survey
City of Galveston

Galveston County, Texas
Page 57 of 57

Job No.: 100053964

Scale: 1" = 200'

Prepared By: Atkins/WHIT6392

Date: Sep 06, 2017

N:\Clients\G_H\Galveston\100053964\geographics\Wading_Depth_Survey_2017_11x17_v3.mxd

EXHIBIT C: BEACH ACCESS INVENTORY AND EVALUATION

DRAFT

EXHIBIT C: BEACH ACCESS INVENTORY AND EVALUATION

Beach Access Point #	Subdivision	On-/Off-Beach Parking	Linear Feet	Beach User Fee	Parking Spaces	BAP Req. 1=15'	BAP Parking Spaces	Bollards (east/west)	Main Road Directional Street Signage	Dune Walkover & Type	Dune Walkover Signage	Other Amenities	Roadway Conditions	Parking Area Striping	Notes	Types of Signage
1	Apffel Park	On	3,887	Yes and free	7,000	260	No #	East	2 BA signs at park entrance only	no		In const. phase	good		only 1 BA sign on Apfell Park Drive, need more	Need H/C signs in free parking area
1 (A)	Beachtown	On and off	245/4,629t	free	329	309	120 on/181 off	Both, good	Need BA signs both sides	yes both	no, but needed	none	good	yes	bollards that stick out blocking access need removing	footpath sign for Center Village lot & H/C 4 free lot
1 (B)	Palisade Palms	Off	1,595	free	162	107	162	None-needed	Need BAP signs on Seawall at E. Beach	yes/ADA	yes	none	good	yes	BA sign has B & C need to be separated and relocated	good
1 (C)	Area W of Islander-Stewart Beach	On and off	2,640/3,653t	free	400+	243	88 on/201 off	Both, good	Need BAP signs on E. Beach b4 lots	no		yes	good		need BA sign on Seawall S. side at E. Beach	need footpath sign
2	Stewart Beach	On	2,640	Yes and free	2,000	176	No #	Both, good	Seawall signs ok	no		yes	good	no		good
3	Seawall Urban Park	Off	33,884	free	230	2,259	230	None-needed	Seawall signs ok	yes, ADA 57th	yes	yes	good	yes		need more signage for Seawall
4	End of Seawall	Off	1,025	free	150	69	150	None-needed	3005 signs ok	yes, concrete ADA	no, but needed	none	good	only newly const.	Rest of AP needs striped	no access signs to beach posted
5	Dellanera Park	Off	1,095	yes	65	73	No #	None-needed	3005 signs ok	yes, ADA	yes	Overnight camp	good	yes	dune walkover and dune pending FEMA reimbursement	good
6	Pocket Park #1	On	1,690	yes	200	113	No #	Both	3005 signs ok			none	needs work	no	dune walkover and dune pending FEMA reimbursement	needs footpath signs
7	Sunny Beach	On	1,300	free	138	87	No #	Both, good	3005 signs ok	no		none	good			DNE, NP & 2 H/C signs gone
8	Beachside Village	Off	2,212	free	148	148	148	None-needed	3005 signs ok	yes, ADA	no, but needed	none	good	no	5 wood mats only one with BA signs	need ADA walkover sign & on street signs
9	Pocket Park #2	Off	939	yes	352	63	352	None-needed	3005 signs ok	no, ADA needed	no footpath signage	yes, bathrooms	good	only ADA	Parking lot needs striped, need bollards W. side	good
10	10 Mile Road	On and off	1,065	free	118 on/58 off	71	No #	Both, good	3005 signs ok	no		none	needs work	no, lot needs it	H/C signs to E. need relocated to S. dunes	DNE sign on west gone

EXHIBIT C: BEACH ACCESS INVENTORY AND EVALUATION

Beach Access Point #	Subdivision	On-/Off-Beach Parking	Linear Feet	Beach User Fee	Parking Spaces	BAP Req. 1=15'	BAP Parking Spaces	Bollards (east/west)	Main Road Directional Street Signage	Dune Walkover & Type	Dune Walkover Signage	Other Amenities	Roadway Conditions	Parking Area Striping	Notes	Types of Signage
11	Spanish Grant	Off	1,700	free	118	114	46off	None-needed	3005 signs ok	no, but needed		none	needs work		dunes are building, need footpath signs	no on-street parking on Ventura or Main
12	Bermuda Beach	On	3,085	free	277	206	66 on/ 211 off	Both, good	3005 signs ok	no		none	good		On beach parking expanded to 300' 150' in BAP	No DNE on E.
13	Pocket Park #3	Off	332	Yes	273off	23	273	None-needed	3005 signs ok						could not get in	
14	11 Mile Road	On	300	free	66	20	No #	Both, good	3005 signs ok	no		none	good		Bollards W. only 18" high, need replace and need 2 E	good
15 (A)	Pirates Beach	Off	5,388	free	360	360	No #	None-needed	3005 signs ok	no, but needed		none	good	no	Dune Walkovers are being replaced by FEMA	need footpath and on street parking signs
15 (B)	Palm Beach	Off	1,154	free	77	77	No #	None-needed	3005 signs ok	no		none	good	no	Remove Residents Access Only signs at Surf and Vista	need footpath and on street parking signs
15 (C)	Pirates Beach West	Off	1,289	free	86	86	No #	None-needed	3005 signs ok	no, but needed	No footpath signage	none	good		Need footpath signs, need walkover	only one BA sign at entrance of subdivision
16	13 Mile Road	On	640	free	267	43	No #	Both, good	3005 signs ok	no		none	needs grading		H/C sign on N needs to be moved to access area	DNE, NP, Turtle signs gone
17	15 Mile Road	On	150	free	32	10	No #	Both, good	3005 signs ok	no		none	need to clear sand		H/C signs on W to far north need relocating	DNE signs gone, NVBP gone
18	16 Mile Road	On	760	free	328	51	No #	Both, good	3005 signs ok	no		none	needs work		dunes have formed on N portion of bollards	H/C signs to N, need relocating to S.
19	Karankawa Beach	Off	1,003	free	40	67	27	None-needed	3005 signs ok	no, footpaths 2	footpath signs ok	none	needs work	no	no parking sign on lot S. of 17726 needs to be removed	need on street parking signs
20	Indian Beach	Off	4,021	free	200	268	200	None-needed	3005 signs ok	no but needed	no footpath signs	none	needs work	no	walkovers pending FEMA reimbursement & permitting	need on street parking signs
21	Kahala Beach Estates	Off	1,850	free	79	124	59	None-needed	3005 signs ok	yes	yes	none	good	no	walkovers located east of 19055 and 19031 Kahala	good

EXHIBIT C: BEACH ACCESS INVENTORY AND EVALUATION

Beach Access Point #	Subdivision	On-/Off-Beach Parking	Linear Feet	Beach User Fee	Parking Spaces	BAP Req. 1=15'	BAP Parking Spaces	Bollards (east/west)	Main Road Directional Street Signage	Dune Walkover & Type	Dune Walkover Signage	Other Amenities	Roadway Conditions	Parking Area Striping	Notes	Types of Signage
22	Silverleaf Resort	Off	635	free	58	43	43	None-needed	3005 signs ok	yes/ADA	yes	yes, portolets	good	no		good
23	Dunes of West Beach	Off	3,045	free	203	203	203	None-needed	3005 signs ok	no	no		good	no	2 pathways for BAP, 4 walkovers to be replaced FEMA	only 1 on-street parking sign on W. side
24	Sandhill Shores	Off	3,892	free	259	259	259	None-needed	3005 signs ok		no	none	good	no	2 pathways, need to pull plat to see location	no on-street parking or walkover signs
25	Gateway-Sea Isle	On	330	free	144	22	No #	Both, missing W	3005 signs ok	no		none	good		dunes have formed to N of bollards H/C	H/C signs to N, need relocating
26	San Jacinto-Sea Isle	On	150	free	57	10	No #	Both, good	no signage on south of 3005	no		none	good		DNE and NP signs on east are painted over	need to replace 2 signs on east
27	Sea Isle Parking Lot	Off	900	free	200	60	88	None-needed	3005 signs ok	no		none	fair		Need footpath signs, need walkover	nothing other than 3005 signs
28	Sea Isle/Terramar	Off	3,815	free	630	255	610	None-needed	3005 signs ok	no		none	fair		need on street parking and footpath signs	nothing other than 3005 signs
29	Isla Del Sol	Off	No beach	free	80	0	25	None-needed	3005 signs ok	no		none	good	yes	Lot on north side of 3005	no beach signage needed
30	Gulf Blvd. Isla Del Sol	On	150	free	57	10	No #	Both, good	3005 signs ok	no		none	good			DNE sign on west gone
31	Terramar Dr.	On	300	free	124	20	No #	Both, good	3005 signs ok	no		none	good		H/C signs N, E & W sides blocked by dune	DNE sign on west gone
32	Pocket Park # 4	Off	925	free	188	62	No #	None-needed	3005 signs ok	no, footpath		none				need footpath signs
33	2nd St. Bay Harbor	On	2,025	free	186	135	No #	Both, good	3005 signs ok	no		none	good			need DNE and turtle signs on west side
34	Miramar	On and off	1,572	free	348	104	60 off	Both, good out of alignment	3005 signs ok	no		none	needs grading			good

EXHIBIT C: BEACH ACCESS INVENTORY AND EVALUATION

Beach Access Point #	Subdivision	On-/Off-Beach Parking	Linear Feet	Beach User Fee	Parking Spaces	BAP Req. 1=15'	BAP Parking Spaces	Bollards (east/west)	Main Road Directional Street Signage	Dune Walkover & Type	Dune Walkover Signage	Other Amenities	Roadway Conditions	Parking Area Striping	Notes	Types of Signage
35	Half Moon/Stavanger	On	3,768	free	2,000+	251	No #	east, no missing	3005 sign on So. gone, N. need H/C	no		none	good			on east side DNE and NP signs gone
36	Salt Cedar	On	1,000	free	600	63	No #	west, no missing	3005 signs ok	no		none	entry needs repair			good
37	Playa San Luis	Off	1,311	free	120	87	88	None-needed	3005 signs ok	yes	only 1 on Courageous	none	good	on-street		one BA sign at entry for street parking
38	Pointe San Luis 1	Off	13,000 total	free	100	867	100	None-needed	3005 signs ok	yes/stand ard	yes	none	good	n/a		good
39	Pointe San Luis 2	Off		free	100		100	None-needed	3005 signs need ADA on N & S signs	yes/ADA	yes	picnic shelter	good	yes		BA signs good in subdivision
40	Pointe San Luis 3	Off		free	100		100	None-needed	3005 signs ok	yes/ADA	no	none	good	no		need 1 BA sign at the turn to south
41	Pointe San Luis 4	On		free	2,506		No #	most are missing	3005 signs need ADA on N & S signs	n/a	n/a	none	terrible	n/a		only 1 BA direction sign, need more

DRAFT

EXHIBIT D: BEACH ACCESS MAPS

DRAFT



1(B): Palisade Palms

On-beach:
N/A

Off-beach:
Parking lot containing a minimum of 108 spaces.

1 dedicated pedestrian pathway for public use.

Street parking via East Beach Drive.

Amenities:
ADA dune walkover

1(A): Beachtown Development

On-beach:
N/A

Off-beach:
Parking lot containing a minimum of 108 spaces.

1 dedicated pedestrian pathway for public use.

Street parking via East Beach Drive.

Amenities:
N/A

1: Apffel Park

On-beach:
Parking within Park boundaries for beach user fee.

Free parking available outside of park boundaries.

Off-beach:
N/A

Amenities:
Currently provided.



Bollards



Pedestrian beach served
by on-beach parking



Pedestrian beach served
by off-beach parking



Pedestrian beach served
by off-beach and on-beach
parking



Vehicular
Access



Restricted
Access



Seasonal
Access



**Department of Planning and
Community Development**

823 Rosenberg, Room 401
Galveston, Texas 77550
(409) 797-3660

**City of Galveston
Public Beach Access Plan
January 2012**

0 0.25 0.5
Miles

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. The information presented on this map is for informational purposes only and should not be construed to be legally binding.

Sheet 1 of 9

Map Last Updated:
1/17/2012



3: Seawall Beach Urban Park

On-beach:
N/A

Off-beach:
Street parking, north and south sides of Seawall Blvd

Minimum of 10% free parking spaces
(approximately 230 spaces total distributed
throughout the Seawall Beach Urban Park)

Amenities:
ADA walkover at 57th Street. Several sets of stairs
leading from Seawall to beach.

2: Stewart Beach

On-beach:
Parking within Park boundaries for beach user fee.
Free parking available.
Restricted use area, minimum width of 2,640 linear feet
on the eastern end of the park.

Off-beach:
N/A

Amenities:
Currently Provided

1(C): Area west of the Islander East to eastern boundary of Stewart Beach Park

On-beach:
Restricted use area, minimum width of
2,640 linear feet on the eastern end of the park

Off-beach:
Two (2) parking lots containing a minimum
of 201 spaces

Amenities:
N/A



Bollards



Pedestrian beach served
by on-beach parking



Pedestrian beach served
by off-beach parking



Pedestrian beach served
by off-beach and on-beach
parking



Vehicular
Access



Restricted
Access



Seasonal
Access



Department of Planning and Community Development

823 Rosenberg, Room 401
Galveston, Texas 77550
(409) 797-3660

City of Galveston Public Beach Access Plan January 2012

0 0.25 0.5
Miles

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. The information presented on this map is for informational purposes only and should not be construed to be legally binding.

Sheet 2 of 9

Map Last Updated:
1/17/2012

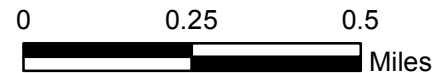


10: <u>10-Mile Road/Hershey Beach Subdivision</u>	9: <u>Pocket Park #2, Escapes! Condominiums</u>	8: <u>Beachside Village Subdivision</u>	7: <u>Sunny Beach Subdivision</u>	6: <u>Pocket Park #1</u>	5: <u>Dellanera RV Park</u>	4: <u>End of Seawall</u>
On-beach: Parking via 10-Mile Rd, minimum width of 1,065 linear ft	On-beach: N/A	On-beach: N/A	On-beach: Parking via 8-Mile Rd, minimum 1,300 linear ft in width	On-beach: Parking via 7 1/2-Mile Rd (109th St), minimum width of 1,300 linear ft	On-beach: N/A	On-beach: N/A
Off-beach: Parking lot, minimum 58 spaces	Off-beach: Parking lot, minimum 352 spaces 1 wheelchair accessible dune walkover for public use 1 dedicated pedestrian pathway for public use	Off-beach: On-street parking, minimum 148 spaces on Sea Butterfly St 3 dedicated pedestrian pathways for public use	Off-beach: N/A	Off-beach: Parking Lot	Off-beach: Overnight campsites only. Wheelchair accessible dune walkover	Off-beach: Parking lot, minimum 150 spaces Pedestrian pathway from parking lot to the beach.
Amenities: N/A	Amenities: Currently provided	Amenities: N/A	Amenities: N/A	Amenities: N/A	Amenities: Currently provided	Amenities: Walkway to beach
Bollards	Pedestrian beach served by on-beach parking	Pedestrian beach served by off-beach parking	Pedestrian beach served by off-beach and on-beach parking	Vehicular Access	Restricted Access	Seasonal Access



Department of Planning and Community Development
823 Rosenberg, Room 401
Galveston, Texas 77550
(409) 797-3660

City of Galveston Public Beach Access Plan January 2012



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. The information presented on this map is for informational purposes only and should not be construed to be legally binding.

Sheet 3 of 9

Map Last Updated:
1/17/2012



15(A): Pirates Beach Subdivision

On-beach:
N/A

Off-beach:
On-street parking throughout subdivision.
14 dedicated pedestrian pathways for public use.

Amenities:
N/A

14: 11-Mile Road

On-beach:
Parking via 11-Mile Rd, minimum width of 300 linear ft

Off-beach:
N/A

Amenities:
N/A

13: Pocket Park #3

On-beach:
N/A

Off-beach:
Parking lot, minimum of 273 parking spaces.
Wheelchair accessible dune walkover for public use.

Amenities:
Currently provided

12: Bermuda Beach Subdivision

On-beach:
Parking via Pabst Rd, minimum width of 150 linear ft

Off-beach:
On-street parking, minimum of 211 parking spaces throughout subdivision.
2 dedicated pedestrian pathways for public use.

Amenities:
N/A

11: Spanish Grant Subdivision

On-beach:
N/A

Off-beach:
On-street parking, minimum of 45 spaces, Spanish Grant Boulevard median.
3 dedicated pedestrian pathways for public use.

Amenities:
N/A

10: 10-Mile Road/Hershey Beach Subdivision

On-beach:
Parking via 10-Mile Road, minimum width of 1,065 linear ft.

Off-beach:
Parking lot, minimum 58 spaces.

Amenities:
N/A



Bollards



Pedestrian beach served by on-beach parking



Pedestrian beach served by off-beach parking



Pedestrian beach served by off-beach and on-beach parking



Vehicular Access



Restricted Access



Seasonal Access



Department of Planning and Community Development

823 Rosenberg, Room 401
Galveston, Texas 77550
(409) 797-3660

**City of Galveston
Public Beach Access Plan
January 2012**

0 0.25 0.5
Miles

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. The information presented on this map is for informational purposes only and should not be construed to be legally binding.

Sheet 4 of 9

Map Last Updated:
1/17/2012



17: 15-Mile Road

On-beach:
Parking via 15-Mile Rd,
minimum width of 150 linear ft

Off-beach:
N/A

Amenities:
N/A

16: 13-Mile Road

On-beach:
Parking via 13-Mile Rd,
minimum width of 640 linear ft

Off-beach:
N/A

Amenities:
N/A

15(C): Pirates Beach West Subdivision

On-beach:
N/A

Off-beach:
On-street parking
throughout subdivision.

4 dedicated pedestrian
pathways for public use.

Amenities:
N/A

15(B): Palm Beach Subdivision

On-beach:
N/A

Off-beach:
On-street parking
throughout subdivision.

3 dedicated pedestrian
pathways for public use.

Amenities:
N/A



Bollards



Pedestrian beach served
by on-beach parking



Pedestrian beach served
by off-beach parking



Pedestrian beach served
by off-beach and on-beach
parking



Vehicular
Access



Restricted
Access



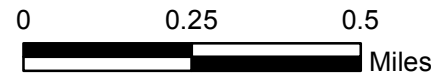
Seasonal
Access



**Department of Planning and
Community Development**

823 Rosenberg, Room 401
Galveston, Texas 77550
(409) 797-3660

**City of Galveston
Public Beach Access Plan
January 2012**



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. The information presented on this map is for informational purposes only and should not be construed to be legally binding.

Sheet 5 of 9

Map Last Updated:
1/17/2012

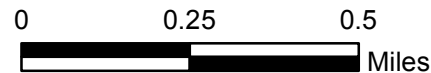


22: <u>Silverleaf Resorts</u>	21: <u>Kahala Beach Estates, Addition #1</u>	20: <u>Indian Beach</u>	19: <u>Karankawa Beach</u>	18: <u>16-Mile Road</u>
On-beach: N/A	On-beach: N/A	On-beach: N/A	On-beach: N/A	On-beach: Parking via 16-Mile Road, minimum width of 1,000 linear ft.
Off-beach: Parking lot, minimum of 43 spaces.	Off-beach: On-street parking, minimum of 59 spaces on Kahala Drive E.	Off-beach: On-street parking, minimum of 200 spaces on East and West De Vaca.	Off-beach: On-street parking, minimum of 27 spaces on Habla and Glei Streets.	Off-beach: N/A
1 dedicated pedestrian pathway for public use.	2 dedicated pedestrian pathways for public use.	4 dedicated pedestrian pathways for public use.	2 dedicated pedestrian pathways for public use.	
Amenities: N/A	Amenities: N/A	Amenities: N/A	Amenities: N/A	Amenities: N/A



Department of Planning and Community Development
823 Rosenberg, Room 401
Galveston, Texas 77550
(409) 797-3660

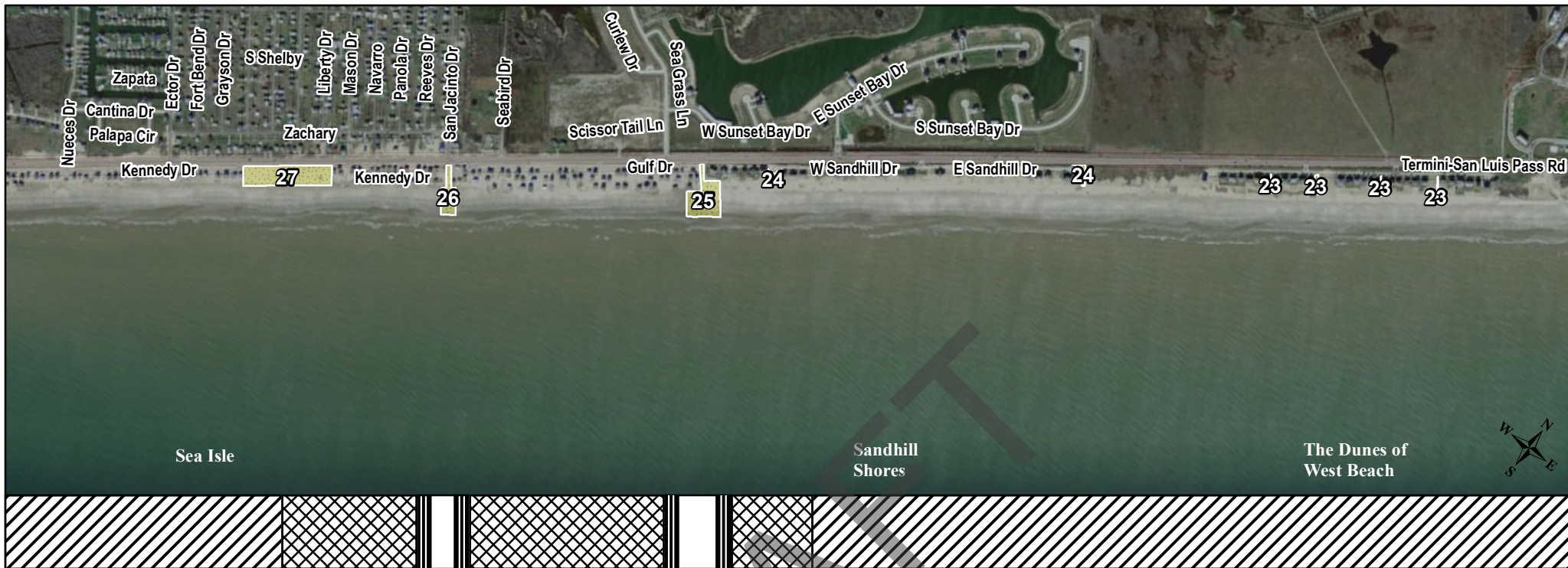
City of Galveston Public Beach Access Plan January 2012



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. The information presented on this map is for informational purposes only and should not be construed to be legally binding.

Sheet 6 of 9

Map Last Updated:
1/17/2012



**27: "Sea Isle"
Parking Area**

On-beach:
N/A

Off-beach:
Parking lot,
minimum of 88 spaces.

1 dedicated pedestrian
pathway for public use.

Amenities:
N/A

**26: San Jacinto Street -
Sea Isle Subdivision**

On-beach:
Parking via San Jacinto
Street, minimum width
of 150 linear feet.

Off-beach:
N/A

Amenities:
N/A

**25: Gateway Boulevard -
Sea Isle Subdivision**

On-beach:
Parking via Gateway
Boulevard, minimum
width of 330 linear feet.

Off-beach:
N/A

Amenities:
N/A

**24: Sandhill Shores
Subdivision**

On-beach:
N/A

Off-beach:
On-street parking, minimum
of 208 spaces on Sandhill Drive.

2 dedicated pedestrian
pathways for public use.

Amenities:
N/A

**23: The Dunes of
West Beach**

On-beach:
N/A

Off-beach:
On-street parking, minimum
of 172 spaces on Shores Drive.

2 dedicated pedestrian
pathways for public use.

Amenities:
N/A



Bollards



Pedestrian beach served
by on-beach parking



Pedestrian beach served
by off-beach parking



Pedestrian beach served
by off-beach and on-beach
parking



Vehicular
Access



Restricted
Access



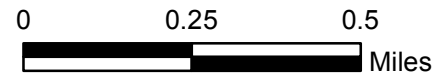
Seasonal
Access



**Department of Planning and
Community Development**

823 Rosenberg, Room 401
Galveston, Texas 77550
(409) 797-3660

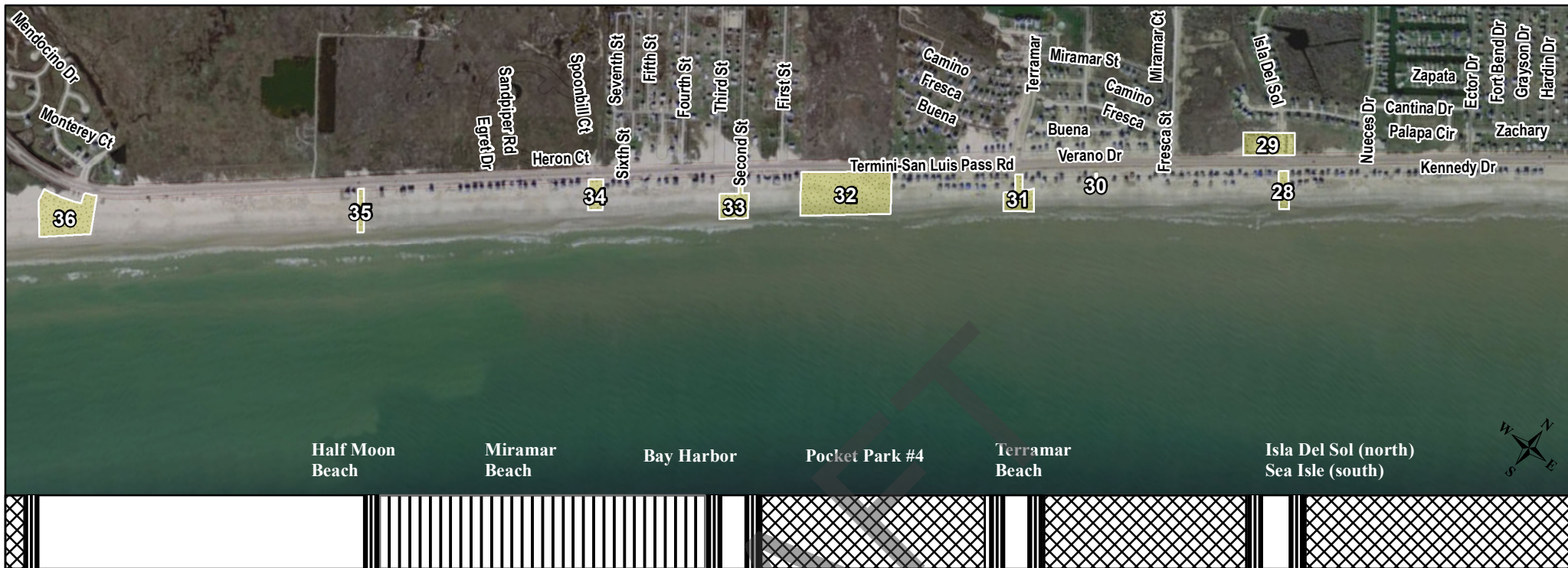
**City of Galveston
Public Beach Access Plan
January 2012**



Sheet 7 of 9

Map Last Updated:
1/17/2012

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. The information presented on this map is for informational purposes only and should not be construed to be legally binding.

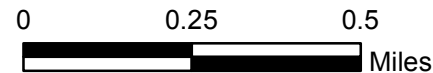


36: <u>Salt Cedar Avenue</u>	35: <u>Half Moon Beach & Stavanger Beach Subdivisions</u>	34: <u>Miramar Subdivision</u>	33: <u>Second Street, Bay Harbor Subdivision</u>	32: <u>Pocket Park #4</u>	31: <u>Terramar Drive, Terramar Beach Subdivision</u>	30: <u>Gulf Boulevard, Isla Del Sol Subdivision</u>	29: <u>Isla Del Sol Subdivision</u>	28: <u>Sea Isle and Terramar Beach Subdivision</u>
On-beach: Unrestricted vehicular access to the east to AP 35.	On-beach: Seasonal access to the east. Unrestricted vehicular access to the west to AP 36	On-beach: Seasonal access via AP 35 (one way traffic, west to east). Parking lot, minimum of 60 spaces via FM 3005	On-beach: Parking via Second Street, minimum width of 300 linear feet. Seasonal access to the west.	On-beach: N/A	On-beach: Parking via Terramar Drive, minimum width of 300 linear feet	On-beach: Parking via Gulf Boulevard, minimum width of 150 linear feet	On-beach: N/A	On-beach: N/A
Off-beach: N/A	Off-beach: N/A	Off-beach: 1 dedicated pedestrian pathway	Off-beach: N/A	Off-beach: Parking lot, 1 dedicated pedestrian pathway for public use.	Off-beach: N/A	Off-beach: N/A	Off-beach: Parking lot, minimum 25 spaces (located north of FM 3005, via Isla Del Sol Dr)	Off-beach: On-street parking, minimum of 610 spaces on Kennedy/Gulf Drive. Dedicated pedestrian pathways for public use throughout subdivisions.
Amenities: N/A	Amenities: N/A	Amenities: N/A	Amenities: N/A	Amenities: N/A	Amenities: N/A	Amenities: N/A	Amenities: N/A	Amenities: N/A
 Bollards	 Pedestrian beach served by on-beach parking	 Pedestrian beach served by off-beach parking	 Pedestrian beach served by off-beach and on-beach parking	 Vehicular Access	 Restricted Access	 Seasonal Access		



Department of Planning and Community Development
823 Rosenberg, Room 401
Galveston, Texas 77550
(409) 797-3660

City of Galveston Public Beach Access Plan January 2012



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. The information presented on this map is for informational purposes only and should not be construed to be legally binding.

Sheet 8 of 9

Map Last Updated:
1/17/2012



41: Point San Luis 4 (toll bridge area)

On-beach:

Seasonal access provided,
minimum width of 1,200 linear feet.*

Unrestricted vehicular access,
minimum width of 3,230 linear feet.*

Off-beach:

N/A

Amenities:

Pedestrian area designated by
bollard placement.

40: Point San Luis 3

On-beach:

Parking lot, minimum 100 spaces.*
25 reserve parking spaces dedicated
in the event of erosion.*

1 dedicated pedestrian pathway
for public use.*

Off-beach:

N/A

Amenities:

N/A

39: Point San Luis 2

On-beach:

N/A

Off-beach:

Parking lot, minimum of 100
spaces.*

1 wheelchair accessible dune
walkover for public use.*

Amenities:

Future

38: Pointe San Luis 1 (western boundary of Playa San Luis Subdivision)

On-beach:

N/A

Off-beach:

On-street parking, minimum of 88
spaces throughout subdivision.

4 dedicated pedestrian pathways
for public use.

Amenities:

N/A

37: Playa San Luis Subdivision

On-beach:

Unrestricted vehicular access
to the east to AP 35.

Off-beach:

N/A

Amenities:

N/A



Bollards



Pedestrian beach served
by on-beach parking



Pedestrian beach served
by off-beach parking



Pedestrian beach served
by off-beach and on-beach
parking



Vehicular
Access



Restricted
Access



Seasonal
Access

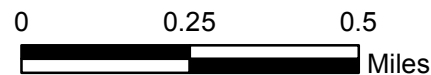
* Please note, beach access improvements will not occur until substantial physical improvements occur.



Department of Planning and Community Development

823 Rosenberg, Room 401
Galveston, Texas 77550
(409) 797-3660

City of Galveston Public Beach Access Plan January 2012



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. The information presented on this map is for informational purposes only and should not be construed to be legally binding.

Sheet 9 of 9

Map Last Updated:
1/17/2012

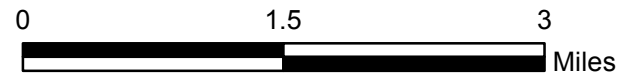
EXHIBIT E: DUNE RESTORATION AND BEACH NOURISHMENT PRIORITY AREA MAP

DRAFT



Department of Planning and Community Development
 823 Rosenberg, Room 401
 Galveston, Texas 77550
 (409) 797-3660

City of Galveston Dune Restoration & Beach Nourishment Priority Areas - Erosion Response Plan



Map Last Updated: 1/13/2012
 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. The information presented on this map is for informational purposes only and should not be construed to be legally binding.

ORDINANCE NO. 19-____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING, CHAPTER 29, "PLANNING – BEACH ACCESS DUNE PROTECTION & BEACHFRONT CONSTRUCTION" OF THE CODE OF THE CITY OF GALVESTON, IN ORDER TO REPLACE MAPS IN "EXHIBIT B: DUNE CONSERVATION AREA AND ENHANCE CONSTRUCTION ZONE"; TO MODIFY THE BUILDING REQUIREMENTS SECTION REGARDING GROUND-LEVEL ENCLOSURES TO BE CONSISTENT WITH THE EROSION RESPONSE PLAN; TO INCREASE THE BEACH USER FEE RATES FOR SEAWALL BEACH URBAN PARK; AND AUTHORIZE THE CITY TO SUBMIT THE REQUESTED AMENDMENTS TO THE TEXAS GENERAL LAND OFFICE FOR CERTIFICATION; PLANNING CASE NUMBER 19PA-004; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as more detailed in **Exhibit 1** ("Staff Report"), Staff is requesting approval of text amendments to the City of Galveston Dune Protection and Beach Access Plan (Chapter 29 of the Municipal Code) in order to incorporate changes requested by the Texas General Land Office (GLO) pertaining to previously adopted ordinance (Ordinance No. 18-005), and to increase Beach User Fee Rates at Seawall Beach Urban Park; and,

WHEREAS, amendments to the City of Galveston's Dune Protection and Beach Access plan must be certified as consistent with state law by the Texas General Land Office before becoming effective, therefore staff is also requesting authorization from City Council to submit the approved text amendments to the Texas General Land Office for consideration and certification; and,

WHEREAS, Staff recommends amending Chapter 29, "Planning- Beach Access Dune Protection & Beachfront Construction" of the Code of the City of Galveston, to be consistent with GLO recommendations and in order to increase the beach user fee rates at Seawall Beach Urban Park and authorize the city to submit the requested amendments to the Texas General Land Office for certification; and,

WHEREAS, after public notice and hearing as required by law, the City Council finds that it is in the public's interest to amend Chapter 29, "Planning- Beach Access Dune Protection & Beachfront Construction", of the Code of the City of Galveston and authorize the city to submit the requested amendments to the Texas General Land Office for Certification.

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

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

SECTION 2. The maps found in Exhibit B: Dune Conservation Area and Enhanced Construction Zone maps will be replaced with maps that depict data that more accurately represents conditions of the Galveston shoreline.

SECTION 3. The Building Requirements section of the plan shall be modified to be consistent with the City's Erosion Response Plan, which prohibits new construction of a ground-level enclosure below base flood elevation (BFE) for those areas located within the Dune Conservation Area.

SECTION 4. Chapter 29. Planning - Beach Access Dune Protection & Beach Front Construction, "Beach User Fees", is hereby amended to read and provide as follows:

S) Beach User Fees

- d. **Seawall Beach Urban Park:** A recreational beach urban park with beach-related services and amenities.

The boundaries of the Seawall Beach Urban Park shall be defined as follows:

Eastern Boundary: 1st Street

Western Boundary: 103rd Street

Northern Boundary: Northerly right-of-way line of Seawall Boulevard

Southern Boundary: The Gulf of Mexico

1. Fee: ~~\$8.00~~ up to a maximum of ~~\$16.00~~ per-vehicle per-day, through a ~~metered~~ **paid parking** system, permit system or a combination. (A maximum ~~\$25.00~~ **\$45.00** annual pass available.)
2. Parking Rates:
 - a. South side of the Urban Park (adjacent to the seawall structure) shall not exceed ~~\$8.00 per vehicle daily~~ **\$2.00 per hour, with a minimum purchase of two (2) hours.**
 - b. North side of Urban Park (northerly right-of-way of Seawall Boulevard), ~~shall not exceed \$2.00 per hour, with a minimum purchase of two (2) hours, first ½ hour is at no charge, \$1.00 per hour, not to exceed \$2.00 per hour in beach access zones, not to exceed \$8.00 per vehicle per day.~~

SECTION 5. The City Council of the City of Galveston hereby authorizes the City Manager and or his designee to submit the requested amendments to the Texas General Land Office for certification and to execute all necessary documents for the same.

SECTION 6. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable. 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 7. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

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

SECTION 9. This Ordinance shall 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 January 24, 2019, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston on the _____ day of January, 2019.

Secretary for the City Council
of the City of Galveston



19PA-004

STAFF REPORT

APPLICANT/REPRESENTATIVE:

City Staff

REQUEST:

Text Amendment to City of Galveston Dune Protection and Beach Access Plan

APPLICABLE LAND USE

REGULATIONS:

City of Galveston Dune Protection and Beach Access Plan (Chapter 29 of the Municipal Code, "Planning – Beach Access Dune Protection and Beachfront Construction")

STAFF RECOMMENDATION:

Recommend Approval

EXHIBITS:

A – Draft Ordinance

STAFF:

Dustin Henry, AICP
Coastal Resources Manager
409-797-3621
dhenry@galvestontx.gov

Executive Summary:

Staff is requesting approval of a text amendment to the City of Galveston Dune Protection and Beach Access Plan (Chapter 29 of the Municipal Code) in order to incorporate changes requested by the Texas General Land Office (GLO) to a previously adopted ordinance (Ordinance 18-005), and to increase Beach User Fee Rates at Seawall Beach Urban Park.

Amendments to the City of Galveston's Dune Protection and Beach Access Plan must be certified as consistent with state law by the Texas General Land Office before becoming effective, therefore staff is also requesting authorization from City Council to submit the approved text amendment to the Texas General Land Office for consideration and certification.

Background:

Galveston City Council adopted Ordinance 18-005 on January 25, 2018, which represented an amendment to the City's Dune Protection and Beach Access Plan, and directed staff to submit it to the GLO for consideration and certification.

After reviewing the plan, staff from the GLO requested that the City incorporate map exhibits in the appendices that illustrate the Dune Conservation Area and Enhanced Construction Zone boundaries with more recently prepared exhibits that reflect more recent shoreline conditions.

Additionally, the GLO asked that the plan be changed to be consistent with Title 31, Chapter 15 Rule §15.17 of the Texas Administrative Code, and the City's Erosion Response Plan, which prohibits construction of new ground-level enclosures below base flood elevation (BFE) within the Dune Conservation Area.

Finally, staff is requesting that the Beach User Fee section be amended for Seawall Beach Urban Park to reflect proposed new rates for parking fees.

The Texas General Land Office (GLO) must certify that the proposed parking fee rates are consistent with the Texas Administrative Code, Title 31 Rule §15.8, regarding beach user fees.

Additionally, the Charter of the City of Galveston requires proposed fees for parking a motor vehicle and the method of collecting such fee be approved at an election by a majority of qualified voters.

Implementation of the proposed parking fee rates is contingent upon both of these approvals.

Analysis:

The first proposed amendment is to replace maps found in Exhibit B: Dune Conservation Area and Enhanced Construction Zone maps (which were last updated in 2011) with maps that depict data that more accurately represents conditions of the Galveston shoreline.

The second proposed amendment is to modify the Building Requirements section of the plan to be consistent with the City's Erosion Response Plan, which prohibits new construction of a ground -level enclosure below base flood elevation (BFE) for those areas located within the Dune Conservation Area.

The third proposed amendment is to amend the Beach User Fees section for Seawall Beach Urban Park to reflect the following changes:

City of Galveston Dune Protection and Beach Access Plan (Municipal Code, Chapter 29)

S) Beach User Fees

- d. **Seawall Beach Urban Park:** A recreational beach urban park with beach-related services and amenities.

The boundaries of the Seawall Beach Urban Park shall be defined as follows:

<u>Eastern Boundary:</u>	1 st Street
<u>Western Boundary:</u>	103 rd Street
<u>Northern Boundary:</u>	Northerly right-of-way line of Seawall Boulevard
<u>Southern Boundary:</u>	The Gulf of Mexico

1. Fee: ~~\$8.00 maximum~~ Up to a maximum of \$16.00 per-vehicle per-day, through a ~~metered paid parking~~ system, permit system or a combination. (A maximum ~~\$25.00~~ \$45.00 annual pass available.)
2. Parking Rates:
 - a. South side of the Urban Park (adjacent to the seawall structure) shall not exceed ~~\$8.00 per vehicle daily.~~ \$2.00 per hour, with a minimum purchase of two (2) hours.
 - b. North side of Urban Park (northerly right-of-way of Seawall Boulevard) shall not exceed \$2.00 per hour, with a minimum purchase of two (2) hours, ~~first ½ hour is at no charge, \$1.00 per hour, not to exceed \$2.00 per hour in beach access zones, not to exceed \$8.00 per vehicle per day.~~

Implementation:

If approved by City Council, these proposed amendments to the City's Dune Protection and Beach Access Plan will be submitted to the Texas General Land Office (GLO) for consideration and certification. Amendments to the plan will not become effective until they have been certified as consistent with state law by the GLO.

Additionally, the proposed changes to parking fee rates at Seawall Beach Urban Park will not become effective until such time the fees and method of collecting such fees are voted upon favorably by a majority of qualified voters in an election.

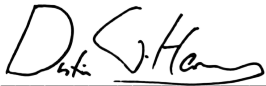
Alternatives in Order of Priority, and Potential Fiscal Impacts:

Alternative	Potential Fiscal Impact
A. Approve the text amendment, and authorize staff to submit the draft City of Galveston Dune Protection and Beach Access Plan to the Texas General Land Office for consideration and certification.	Certification of Plan allows City to capture additional parking revenues at Seawall Beach Urban Park to fund development of additional amenities for beach patrons and the ongoing operations and maintenance of existing amenities.
B. Do not approve the text amendment.	City will be unable to increase parking fees at Seawall Beach Urban Park without the state approving an amendment to the City's Dune Protection and Beach Access Plan.

Recommendation:

Staff recommends approval of the text amendment, and requests authorization to submit the draft City of Galveston Dune Protection and Beach Access Plan to the Texas General Land Office for consideration and certification.

Respectfully Submitted,



Dustin Henry, AICP
Coastal Resources Manager

January 16, 2019

Date

Catherine Gorman, AICP
Assistant Planning Director / HPO

Date



City of Galveston

OFFICE OF THE CITY SECRETARY

PO Box 779 | Galveston, TX 77553-0779
citysecretary@galvestontx.gov | 409-797-3510

January 16, 2019

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

From: Janelle Williams, City Secretary

RE: Consider for approval a contract for election services between the City of Galveston and Galveston County for the purposes of holding a City Election on May 4, 2019.

I. Background

- A. The City of Galveston contracts with Galveston County for election services pursuant to Texas Election Code, Chapter 31.
- B. The City Council will consider calling a special election on May 4, 2018 for the purpose of submitting to the qualified voters of the City of Galveston a Proposition related to Seawall Parking.

II. Current Situation

- A. Approval of the election services contract is needed in order to move forward with the May 4, 2019 election.
- B. The deadline to submit an approved and executed contract to Galveston County is January 25, 2019.

III. Issues

1. Cost – historically, the cost for an election has been close to \$40,000, dependent on how many entities within Galveston County share the total cost of the countywide election, however the cost of the General Election held in May 2018 was less than \$8,000 due to a change in Galveston County's billing process.
2. Timing – approval is needed prior to January 25, 2019.

V. Recommendation

Staff's recommendation is approval of the contract between the City and the County for election services.

VI. Fiscal Impact Report

Requested by:

Funding Source:

Janelle Williams, City Secretary

Election Services Account

One-time cost:

(1) Cost is dependent on the number of Entities within the County holding elections – the cost will be split among all Entities. The cost of the last special election was under \$8,000.00. Historically, the cost has been closer to \$30,000.

Respectfully Submitted,
Janelle Williams
City Secretary-



Contract for Election Services

Local Entity Countywide Vote Center Elections

This Contract is made and entered into this ____ day of _____, 20____ by and between Hon. Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County (herein known as "Galveston County") and _____ on behalf of _____ ("Entity").

This Contract is being entered into pursuant to Texas Election Code, Chapter 31, Subchapter D for the purpose of ensuring that Galveston County and the Entity understand the tasks each is to perform in connection with the following election and any subsequent runoff election, to-wit:

Purpose of Election: _____

May 4, 2019
Election Date

June 8, 2019
Runoff Election Date

Early Voting will be held on April 22 – 26, 2019 from 8 a.m. to 5 p.m. and April 29 – 30, 2019 with the polls being open from 7 a.m. to 7 p.m. On Election Day the polls will be open from 7 a.m. to 7 p.m.

1. Duties and Services of Galveston County. Galveston County shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and any subsequent runoff election.

- 1.1. Program, or arrange to have programmed, the ballot.
[Cost: Based upon the number of contests on the ballot. See the Fee Schedule]
- 1.2. Arrange to have published the legal notices of the first test of the electronic tabulating equipment as provided in Texas Election Code §127.096 and conduct all required tests of the electronic tabulating equipment under Texas Election Code §§127.096-127.098 and §§129.021-129.023. The first test shall be conducted at least five days prior to the election. In addition, it will be performed during normal business hours and open to the public.
[Cost: The cost for publishing the notice will be split equally between all the entities involved. See the Fee Schedule]
- 1.3. Provide technical and equipment support for the electronic poll books, voting machines and equipment being provided to the Entity. In the event there is an equipment failure Galveston County shall try to remedy the problem over the phone. If unable to do so, will dispatch to locations within Galveston County the appropriate technical support personnel and equipment to correct the failure.
[Cost: Included in the 10% election fee]
- 1.4. On behalf of the Entity, obtain Official Voter Registration lists from the Voter Registrar to be used during Early Voting and on Election Day.

[See Section 2.3 below]

- 1.5. Provide Ballot by Mail services for the Entity.

[See the Fee Schedule]

- 1.6. Hire Judges, Alternate Judges, and clerks to serve as election workers at the various polling locations. Workers will be paid in accordance with Section 3 of this contract and will be required to complete election training (at the discretion of the Elections Division) as a prerequisite for serving. Workers will be paid \$40 for attending training.
- 1.7. Select the countywide vote center polling locations in coordination with the Entity and with the approval of Galveston County Commissioners' Court.
- 1.8. Provide the Entity ****and where possible the candidates running for office***, a sample ballot for them to proof and approve or provide corrections.
[See sections 2.6 and 2.7 for related information]

****The Entity will be responsible for providing Galveston County with the email and contact information for each candidate who will be on the ballot.***

For additional Duties of Galveston County see section **(5) Fee Schedule of Galveston County** below.

- 2. Duties and Services of the Entity.** The Entity will be responsible for performing the duties and services set forth in this section and will consummate this contract **on or before January 31, 2019**. Contracts submitted after this date will require a \$500 fee ***which will be non-refundable regardless of whether the Entity cancels its election.***

- 2.1. Prepare and submit any required submissions to the U.S. Department of Justice under the Federal Voting Rights Act of 1965 for its election and runoff election.
- 2.2. Publish notices of the election in accordance with Section 4.003(a) of the Texas Election Code.
- 2.3. Provide Galveston County with the Entity's requirements for Official Voter Registration lists for early voting and Election Day.
- 2.4. In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to Galveston County.
- 2.5. It is understood that the Entity may need to modify its election order after January 31, 2019, to reflect the actual early voting and Election Day polling locations once the final determination has been made as to which entities will actually be holding an election.

If the Entity wishes to select additional polling locations within its footprint, it will submit a list and the contact information for each facility to Galveston County by **February 15, 2019**. Regardless of who selects the polling locations the Entity shall comply with Texas Election Code §43.062, and shall notify prospective

voters of the new location by placing a notice at the old polling location and a notice at the new polling location.

[See Section 1.7 for additional information on the selection of countywide polling places]

- 2.6. Provide to Galveston County the language for any ballot propositions, the names of election contests, the names of candidates as they are to appear on the ballot, a copy of a sample ballot, ballot draw information and a completed "Requirements to Program the Ballot" form. These materials will be provided in an electronic form to Galveston County by **no later than February 26, 2019**. All language on the ballot must be provided in both English and Spanish in a Word format. Any other languages required by law, must also be provided in a Word format as well (e.g., Harris County, Chinese and Vietnamese). In addition, the Entity will collect and provide to Galveston County the names, addresses, phone numbers and email addresses of all the candidates who are to appear on its ballot. This information will be used to send candidates copies of the ballot proofs for their review.

[See Section 1.8]

- 2.7. Return to Galveston County, by **March 14, 2019**, confirmation that the sample ballots Galveston County has prepared and provided to the Entity are satisfactory or provide changes that need to be made. Galveston County intends to conduct the L&A test on the Entity's ballot no later than **March 18, 2019**

The Entity shall have a representative present during the testing who will sign an affidavit signifying the ballot proofs are accurate and acceptable to the Entity. If unable to attend, a representative may send a signed electronic response approving the ballot.

[See Section 1.8 for related information on ballot proofing]

- 2.8. Galveston County will be conducting elections for numerous Entities on the same day. The parties understand that each election has its own challenges and requirements and that failure to provide the information outlined in Section 2 of this contract by the dates specified will place an undue burden on Galveston County that may hinder the ability to provide the services to the Entity in a timely and accurate manner. **Should the Entity miss the deadlines, and/or fail to notify the County of any special circumstances (e.g., adding portions of another county to their election, additional languages required, or unopposed candidates on the ballot) there may be additional charges incurred, up to \$1,000.00, to be determined by the Chief Deputy of Elections. Should Galveston County be unable to provide the services in a timely and accurate manner the Entity shall hold Galveston County and employees harmless from any election errors and corresponding liability and/or damages that may result, including but not limited to the costs incurred related to an election contest and/or the need to conduct a subsequent election.**
- 2.9. As required by §67.017(b) and the Secretary of State's Office, the Entity must submit an electronic precinct-by-precinct report to the Secretary of State's Office by no later than the 30th day after Election Day.
- 2.10. Unless otherwise stipulated, Galveston County will transport or have the Presiding Election Judges transport on its behalf, the voting machines and equipment to and from the Entity's early voting and Election Day voting locations.

- 2.11. Monitor, with the assistance of Galveston County, the overall conduct of its election in Entity's jurisdiction including the observation of the tabulating of the results.
- 2.12. Entity to pay a \$125 fee per early voting and Election Day polling locations within its jurisdiction for additional support staff to provide the Entity and its Judges election support services throughout the term of this contract.
3. **Cancellation of Contract:** Except for contracts consummated after **January 31, 2019**, the Entity may cancel this contract without incurring any expenses by notifying Galveston County of its intention to cancel by no later than two (2) business days after its candidates filing deadline of **February 21, 2019**. The Entity will be obligated to pay Galveston County a \$500 fee if cancelled after this grace period.
4. **Special Provision: Bilingual Poll Worker Requirements.** Galveston County was a party in Civil Action No. 3:07 CV 377 styled "The United States of America, Plaintiff, v. Galveston County, Texas, Defendant in the United States District Court for the Southern District of Texas, Galveston Division". It entered into a Consent Decree that acknowledged it is covered under both Section 4(f)(4) of the Voting Rights Act as amended and 42 U.S.C. §1973(b)(4) Section 4(f)(4) to provide Spanish language written materials and assistance to voters. Galveston also has an obligation to ensure that its polling places and poll workers comply with the Help America Vote Act of 2002 ("HAVA"), 42 U.S.C. §§15301 et. seq. Although this Consent Decree expired December 31, 2010, Galveston County agreed that it is permanently enjoined from:
- a) Failing to provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the electoral process, including ballots," that they provide in English as required by Section 4(f)(4) of the Voting Rights Act, 43 U.S.C. 1973b(f)(4); and
 - b) Failing to ensure that poll workers provide and receive adequate training regarding (1) the use of providing provisional ballots under Section 302(a) of HAVA; and (2) the display of all HAVA-required signs under Section 302(b) of HAVA.
5. **Fee Schedule of Galveston County:** Galveston County agrees to perform these services at the following rates:
- a) Provide to the Election Judges all necessary election supplies, which are to be returned to Galveston County after the polls close on Election Night.
Cost: \$50 per kit
 - b) Arrange for staff to receive the supplies and equipment being returned by the Election Judges on Election Night.
Cost: Overtime for staff and part time workers hired to provide this service will be evenly split between the entities contracting with Galveston County.
 - c) Provide all necessary voting machines and equipment for use at early voting and Election Day locations.
Cost: \$465 per Verity Touch, \$506 per Verity Controller and \$577 per Verity Touch with access.
 - d) Transport the voting machines and equipment to and from the voting locations.
Cost: \$125 delivery per location

- e) Program the ballot and conduct the Logic and Accuracy Testing of the counting equipment.
Cost: Determined by the number of contests on the ballot: \$600 for up to ten contests, \$1,200 for up to 20, \$1,800 for up to 30, \$2,450 for up to 40 and \$3,000 for 41 or more contests.
- f) Provide a central counting station, supplies, equipment and the tabulating and supervisory personnel needed to tabulate. Prepare the unofficial tabulation results and unofficial/official canvass report.
Cost: \$400 for use of the equipment plus overtime for county employees doing the tabulation if applicable.
- g) Assist the Entity in the general overall supervision of the election and any subsequent runoff election.
Cost: Included in the 10 % election fee
- h) Conduct early voting, Election Day Voting, and bilingual training.
Cost: \$50 per person per class
- i) Two or more electronic poll **pads** will be deployed (at the discretion of the Elections Division) to each polling location.
No Cost
- j) Galveston County will partner with the Entities to determine the polling locations within their jurisdictions.
- k) Hire judges, alternate judges, and clerks that are trained by Galveston County and are registered voters from within one of the jurisdictions holding an election.
Cost: Base cost of \$10 per hour per worker. Any worker who serves more than 40 hours in a given pay week will be compensated at time and a half for the hours served in excess of 40 hours.
- l) Elections Mobile App: Entities contracting elections with Galveston County will have their election information included on the Elections Mobile App.
Cost: up to \$500.
- m) The cost for all printed ballots (ballots by mail, sample ballots and test ballots) is \$.25 per sheet.
- n) Ballots by Mail: Galveston County will provide ballot by mail processing services to the Entity. **The cost for this service is \$3.00 per ballot (\$3.50, if a multi-page ballot).**
- o) The Entity may have an observer present during the tabulation of the votes. The name and contact information of the observer must be provided to and approved by the Presiding Judge of the Central Count Station on the form prescribed by the Texas Secretary of State upon arrival at the location.

6. Compensation, Billing, and Payment. In accordance with Section 31.100(d) of the Texas Election Code the Entity will pay Galveston County the greater of Seventy-Five

(\$75.00) Dollars or ten percent (10%) of the total amount of this contract for general supervision of the election. Pursuant to Texas Election Code §31.098, Galveston County may contract with third persons for election services and supplies agreed to herein and the Entity hereby agrees to pay for these third party costs when invoiced by Galveston County.

Galveston County will invoice the Entity for services rendered under this contract. The Entity will make payment to Galveston County in accordance with the terms and provisions of what is commonly referred to as the Texas Prompt Payment Act.

7. Voting System. The Hart Intercivic Verity equipment as approved by the Texas Secretary of State will be the voting system used in providing services under this contract.

8. Authorized Representatives. Galveston County's authorized representative for all purposes of this contract is its Chief Deputy Clerk for Elections.

The Entity's authorized representative for all purposes of this contract is:

Name

Phone #

9. General Provisions. As specified in Texas Election Code §31.096 this contract may not change:

- a) The authority with whom applications of candidates for a place on a ballot are filed;
- b) The authority with whom documents are filed under Texas Election Code S251.001 et. seq.; or
- c) The authority to serve as custodian of voted ballots or other election records.

As set forth in Texas Election Code §31.099 not later than the 10th day after the date this contract is executed Galveston County shall file a copy of this contract with the County Treasurer and the County Auditor.

10. WAIVER OF DAMAGES. The parties acknowledge that the Hart Intercivic Verity System and the programming of paper ballots is highly technical and that it is conceivable that despite the efforts of Galveston County it might fail during an election or might contain errors. The Entity agrees that should the electronic voting system fail, it will not make any claim against Galveston County or any of their full or part-time employees, independent contractors or agents for damages of any kind, including but not limited to any and all costs relating to an election contest and/or costs and damages incurred for having to conduct a second election caused as a result of such failure or error.

The Entity acknowledges that holding multiple simultaneous elections presents logistical problems and other problems over and above a single election. Galveston County and its employees and agents will attempt to help ensure that these simultaneous elections are conducted without error or mishap, but on occasion, errors or mishaps do occur. Accordingly, the Entity agrees that should an error or mishap occur that it will not make any claim against Galveston County, or their full or part-time employees, independent

contractors or agents for damages of any kind including but not limited to any and all costs relating to an election contest and/or costs and damages incurred by the Entity for having to conduct a second election, as a result of such error or mishap.

If legal action is filed against the Entity involving its election and if Galveston County is named as a party to this legal action and the complaint is based solely on allegations made against the Entity, the Entity shall be solely responsible for all costs and defense of that suit. In addition, the Entity shall be required to provide adequate legal counsel for Galveston County and, upon notice to the Entity, Galveston County shall be entitled to settle such claim or legal action upon terms it deems most advantageous to itself.

For purposes of implementing this contract, Galveston County and the Entity designate the following individuals to submit and/or receive information or notices to Galveston County or the Entity:

Galveston County:

Dwight D. Sullivan, County Clerk
Attention: Ernest Murrie, Chief Deputy Clerk for Elections
Galveston County Justice Center
600 59th Street, Suite 2001
Galveston, TX 77551-4180

P.O. Box 17253
Galveston, Texas 77552-7253
409-770-5108
Email: ernest.murrie@co.galveston.tx.us

Entity:

_____ Phone: _____

_____ Email: _____

This contract will be submitted to the Galveston County Commissioners' Court to be placed on the Consent Agenda as a Receive and File Item.

11. Galveston County Title VI Assurance Clause. Galveston County is committed to ensuring that no person, on the ground of race, color, national origin, religion, sex, age, disability or Veteran status, shall be subjected to discrimination, excluded from participation, or denied the benefits of, its programs and activities.

In accordance with this policy Galveston County requires its service providers and contractors to agree that during the performance of this contract the service provider or contractor for itself, its assignees and successors will abide by the following:

Compliance with Non-Discrimination Laws and Regulations. During the performance of this contract, contractor, for itself, its assignees and successors in interest (hereinafter referred to as "contractor") agrees as follows:

- 1) **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.
- 2) **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.
- 4) **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:
 - a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b) cancellation, termination, or suspension of the contract, in whole or in part.
- 6) **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with

respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Executed this _____ day of _____, 20____.

Galveston County:

Dwight D. Sullivan
County Clerk

Entity:

Name: _____

- | | |
|---|------------------------------------|
| ☐ City Manager | ☐ Mayor |
| ☐ Superintendent | ☐ President |
| ☐ City Secretary | ☐ Other |
| ☐ Chair County Executive Committee | |

Received and Filed:

Galveston County

Hon. Mark Henry
County Judge
Attest:

Dwight D. Sullivan
County Clerk

Date: _____

Date Copy of Agreement Furnished
to County Treasurer: _____

Date Copy of Agreement Furnished
to County Auditor: _____

RESOLUTION NO. 19-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, ACKNOWLEDGING THAT ASSESSMENT AND COLLECTION SERVICES WILL BE PERFORMED BY THE GALVESTON COUNTY TAX ASSESSOR FOR THE YEAR 2019; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Galveston has historically used the Galveston County Tax Office for billing and collection of ad valorem taxes through a cooperative Interlocal Agreement between the entities; and

WHEREAS, the Galveston County Assessor and Collector of Taxes has in the past provided adequate, cost-effective, and efficient service; and

WHEREAS, the per parcel rate will be lowered to a not to exceed \$0.21 times the number of parcels, as described in the Staff Report attached hereto as **Exhibit A**; and

WHEREAS, this designation will continue unless the aforementioned fee changes and/or the Galveston City Council elects to rescind the designation; and

WHEREAS, the City of Galveston requires notice of any increase by April 1st of each year; and

WHEREAS, the continued use of such services through a resolution would alleviate the cost of having to perform such service in-house, which the City is not currently staffed to perform, or alternatively, to pay a non-governmental, outside entity for such services.

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 of this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. The City of Galveston requires the Galveston County Assessor and Collector of Taxes to perform assessment and collection duties as permitted by the Texas Property Tax Code 6.22(c) and 6.23(a)(3).

SECTION 3. The City of Galveston acknowledges that assessment and collection services will be performed as outlined in Exhibit A, Assessment and Collection Services, for a fee of \$0.21 per parcel for properties located in Galveston County and \$0.97 per parcel for properties located in Harris County, as appropriate and as approved by Galveston County Commissioners Court at a properly noticed meeting held on December 3, 2018. Billing to occur

by March 10th and due and payable no later than April 30th each year (unless otherwise negotiated).

SECTION 4. This designation is in effect unless and until the aforementioned fee changes and/or the Galveston City Council elects to rescind the designation.

SECTION 5. The City requires notice of any increase by April 1st of each year.

SECTION 6. The City Council of the City of Galveston, Texas, authorizes the City Manager to execute all necessary documents upon final approval of the City Attorney.

SECTION 7. This Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

MEHRAN JADIDI
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, Texas, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston, Texas, at its Regular Meeting held on the 24th day of January, 2019, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this ____ day of _____, 2019.

Secretary for the City Council
of the City of Galveston, Texas



Cheryl E. Johnson, PCC
Assessor and Collector of Taxes
County of Galveston
722 Moody Avenue, Galveston, Texas 77550
Toll Free (877) 766-2284 Fax: (409) 766-2479
Email: galcotax@co.galveston.tx.us



December 18, 2018

The Honorable James Yarbrough, Mayor
City of Galveston
P. O. Box 779
Galveston, Texas 77553

Re: Assessment & Collection Fee Change

Dear Mr. Yarbrough:

I am pleased to report a reduction in cost for services provided by the Galveston County Tax Office beginning in 2019!

Section 6.27(b) of the Texas Property Tax Code provides that "...the county assessor-collector is entitled to a reasonable fee, which may not exceed the actual costs incurred, for assessing and collecting taxes for a taxing unit..." Although the Code defines many processes, it is silent with regard to the calculation of this fee. Thus, shortly after taking office in 2005, my leadership team and I devised what we believe is an appropriate methodology which is to determine what we would do differently if only assessing and collecting taxes for the County. Knowing we are a much streamlined organization, I then examine our current staffing and attribute additional existing positions plus equipment costs to entity services. These total costs are divided among the total number of entity parcels to develop the necessary fee to cover them. For our partners with boundaries extending into Harris County, I estimate the actual hard cost of providing services (primarily printing and postage). Numbers are reviewed with the County Auditor and, if a change exceeding \$0.05 is appropriate, seek ratification by Commissioners.

On December 3, 2018, a revised fee was presented and ratified by County Commissioners of \$0.21 for Galveston County and \$0.97 for Harris County parcels. These represent a reduction of \$0.046 and \$0.04 respectively. Enclosed is a revised Resolution reflecting these changes. Please present to your governing board and return via USPS or electronic mail (cheryl.e.johnson@co.galveston.tx.us).

Lastly - beginning this year, we will be billing only once - in March. Should this create a hardship, please let me know. The time (and postage costs) saved helped make this fee reduction possible.

Happy New Year!

Sincerely,

A handwritten signature in cursive script that reads "Cheryl E. Johnson".

Cheryl E. Johnson, PCC

Resolution of The City of Galveston Regarding Tax Assessment and Collection Services

WHEREAS, the Texas Property Tax Code, Section 6.22(c) allows the governing body of a taxing unit authorized to have its own assessor and collector, by official action in the manner required by law, to require the county to assess and collect the taxes the unit imposes in the county in the manner in which the county assess and collects its taxes. It further allows the governing body of the unit to revoke the requirement at any time by the same official action.

WHEREAS, the Texas Property Tax Code, Section 6.23(a)(3) affirms that the county assessor and collector shall assess and collect taxes on property in the county for the county and shall also assess and collect taxes on property for another taxing unit if the governing body of the unit requires the county to assess and collect its taxes.

WHEREAS, the Texas Property Tax Code, Section 6.27(b) provides that the county assessor collector is entitled to a reasonable fee that may not exceed the actual costs incurred for assessing and collecting taxes for a taxing unit pursuant to Section 6.23(a)(3).

NOW THEREFORE, BE IT RESOLVED THAT:

1. The City of Galveston requires the Galveston County Assessor and Collector of Taxes to perform assessment and collection duties as permitted by the Texas Property Tax Code 6.22(c) and 6.23(a)(3).
2. The City of Galveston acknowledges that assessment and collection services will be performed as outlined in Exhibit A, Assessment & Collection Services, for a fee of \$0.21 per parcel for properties located in Galveston County and \$0.97 per parcel for properties located in Harris County, as appropriate and as approved by Galveston County Commissioners Court at a properly noticed regular meeting held on December 3, 2018. Billing to occur by March 10th and due and payable no later than April 30th each year (unless otherwise negotiated).
3. Notice of any increase in fee is required by April 1 each year.

Passed and approved this _____ day of _____, 20____.

The Honorable James Yarbrough, Mayor

ATTEST:

Janelle Williams, City Secretary

EXHIBIT A

Assessment & Collection Services

1. Assess and collect appropriate taxes and fees including preparing and mailing a consolidated tax statement to each property owner owing in excess of \$10⁰⁰ on or before October 20th of each calendar year, or as soon thereafter as practicable, and collect current and delinquent taxes on parcels within the jurisdictional boundary of the entity
 - a) In the event that either County or Taxing Entity fails to adopt and enact a tax rate prior to the later of October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit, the tax rate for County or Taxing Entity shall be determined in accordance with Section 26.05(c) of the Texas Property Tax Code so that consolidated tax statements may be prepared for mailing. Neither the County nor Assessor Collector shall be liable to Taxing Entity for damages sustained by Taxing Entity due to County or Assessor Collector's failure to comply with the provisions of this paragraph.
 - b) Assessor Collector may prepare and deliver separate tax bills for Taxing Entity if it has not adopted its tax rate by October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit. If Taxing Entity has not adopted its tax rate by such date, and if separate bills are prepared and delivered, Taxing Entity shall pay the additional costs incurred by Assessor Collector in preparing and mailing these separate bills.
2. Assess and collect appropriate taxes and fees on supplemental and name and address changes, provide receipts to customers upon request, prepare and send February, May (33.07) and September (33.08) notices
3. Disburse daily to the entity and provide requested reports, including daily or monthly collection reports, as requested, showing receipt of all current and delinquent taxes, penalties, interest, fees collected and tax receivables due by County on the entity's behalf
4. When appropriate, refund overpayment of taxes on entity's behalf and withhold the amount of the refund from current collections and report on same
5. Process penalty and interest waiver requests (through Commissioners Court)
6. Upon request, provide the most recent assessed values of taxable property received from the appraisal district(s) for the entity, load and balance same into the County's tax collection software system
7. In partnership with the entity, develop a schedule for the publication of tax rates, prepare publications, obtain entity approvals for such, and submit, as required by law in a newspaper of general circulation (or direct mail to property owners, whichever is least costly)
8. Calculate the effective and rollback tax rates and provide to entity in a timely manner and in accordance with Tax Code requirements
9. Invoice entity for tax rate notice publications or mailings and collect publication or mailing costs
10. Upon request, provide estimates of current and total tax collection rates

11. Institute collection suits on behalf of entity of delinquent taxes as appropriate with entity's delinquent attorney
12. Remit appropriate taxes, penalty and interest to Taxing Entity as specified by property owner (if payable to Taxing Entity then fully to Taxing Entity) and remit fees each month to entity's delinquent attorney
13. Upon request, provide a copy of the annual master tax roll of entity showing all current and delinquent taxes owing by parcel number in electronic format
14. Provide or make available for inspection upon request, any other information affecting the collection of entity's taxes for the purpose of administration, auditing, reporting or any such legitimate business purpose
15. Respond to inquiries, correspondence, and requests for research or information on the tax accounts of each entity or reports requested by audit firms
16. Conduct payment research
17. The cost of additional services that may be necessary (e.g. services associated with a rollback or tax ratification election) will be determined on the same basis and methodology used to calculate assessment and collection fees. In the event said election occurs, all parties shall work together to ensure Taxing Entity is able to comply with the requirements imposed upon it. Taxing Entity refunds due to property owners as a result of a rollback shall be withheld from then current collections. Taxing Entity agrees to reimburse County the cost of such additional services within 30 days of receipt of an invoice from Assessor Collector.
18. In the event Taxing Entity determines it is in its best interest to re-establish its own tax collection efforts or to engage another taxing entity to collect taxes on its behalf, Taxing Entity agrees to reimburse County its actual cost, if any, for transferring this information upon receipt of an invoice from Assessor Collector.

January 14, 2019

Honorable Mayor and City Council Members
Galveston, Texas

Dear Honorable Mayor and Members of Council,

Subject: Consider for approval a Resolution of the City Council of the City of Galveston, Texas, authorizing the City Manager to approve and execute the Agreement for Funding the rehabilitation of the Air Traffic Control Tower (the "Project") between the City, the Tax Increment Reinvestment Zone 14 (TIRZ 14) and the Galveston Island Redevelopment Authority (RDA) in the amount of \$402,236.00.

I. Background:

- A. The Air Traffic Control Tower (ATCT) was completed in 2005 and opened in 2006. Since that time, significant corrosion has occurred to the steel tower cab window frames and the two sets of safety handrails. This corrosion in the window frames appears to allow the windows to flex enough in high winds, to cause the windows to lose their seal, which causes the windows to fog up and visibility is reduced.
- B. We replaced one window in January 2017 due to a broken seal.
- C. We are currently in the process of replacing three more windows and upgrading the three window frames with stainless steel frames. The three windows lost their seal during Hurricane Harvey.

II. Current Situation:

- A. The ATCT rehabilitation project includes the following exterior repairs: replacing the existing roof system, replacing the existing metal handrails with stainless steel handrails, replacing the existing HVAC roof top units, replacing 16 cab window frames with stainless steel frames, installing stainless steel covers over all wall-mounted HVAC systems and elevator vent, replace all building joint seals, clean and paint all existing exterior sheet metal and install a shelter around the existing backup generator.
- B. Interior repairs will include replacing damaged sheetrock, painting the interior of the ATCT, replacing all interior carpet, replacing all seals on windows and HVAC units, replace all ceiling tiles to match and replace the existing elevator that can be maintained by multiple elevator maintenance providers.
- C. The Airport requested funding for this Project from the TIRZ 14 Board, which approved the request, in the not-to-exceed amount of \$402,236.00, at their October 4, 2018, meeting.
- D. The RDA approved the TIRZ 14 funding request in the amount of \$402,236.00, at their December 14, 2018, meeting.





Scholes International Airport

AIRPORT ADMINISTRATION

2115 Terminal Dr. | Galveston, TX 77554

www.galvestonairport.com | airport@galvestontx.gov | 409-797-3590

III. Issues:

- A. The ATCT has deteriorated to the point that major repairs are needed to keep it in compliance with FAA and OSHA regulations.
- B. Upgrading the cab window frames and hand rails to stainless steel, will ensure longer life and reduce maintenance cost over replacing with like metal.

IV. Alternatives:

- A. City Council approves the Funding Agreement for Funding between the TIRZ 14 Board, the RDA Board and the City to fund rehabilitation of the Air Traffic Control Tower Project in the amount of \$402,236.00.
- B. City Council does not approve the Funding Agreement.

V. Recommendation:

Staff recommends the approval of the Resolution of the City Council of the City of Galveston, Texas, authorizing the City Manager to approve and execute the Agreement for the rehabilitation of the Air Traffic Control Tower Project (the "Project") between the City, the Tax Increment Reinvestment Zone 14 (TIRZ 14) and the Galveston Island Redevelopment Authority (RDA) in the amount of \$402,236.00.

VI. Fiscal Impact Report:

Requested by:	Mike Shahan, Airport Director
Funding Source:	TIRZ 14
Costs of Implementation:	N/A
Estimated cumulative Revenue:	N/A
Additional Information:	See attached Resolution and Funding Agreement

Respectfully submitted:

Approved by:

Mike Shahan
Airport Director

Brian Maxwell
City Manager

Encl.



Agreement for Funding of the
Air Traffic Control Tower Project

State of Texas
County of Galveston

This Agreement for Funding of the Air Traffic Control Tower Project is made by and between the City of Galveston (the “City”), Tax Increment Reinvestment Zone 14 (“TIRZ 14”), and the Galveston Island Redevelopment Authority (the “RDA”).

Whereas, by Ordinance No. 03-120, the City created TIRZ 14 for the purpose of development and redevelopment of the Airport area; and

Whereas, by Ordinance No. 05-004, the City approved the Project Plan and Reinvestment Zone Financing Plan (the “Plans”) for TIRZ 14; and

Whereas, by Ordinance No. 05-078, the City approved an Interlocal Agreement with Galveston County for participation in TIRZ 14; and

Whereas, by Ordinance No. 06-058, the City approved a tri-party agreement by and among the City, TIRZ 14, and the RDA for the operation, administration and financing of projects for TIRZ 14; and

Whereas, TIRZ 14 has determined that the Air Traffic Control Tower Project (the “Project”) is included in the Plans, that the Project is within the Annual Budget of Authority as approved by TIRZ 14, and TIRZ 14 requests that the City and Authority enter into this Agreement to supervise and complete the Project; and

Whereas, the City has approved the Project to be located on City property, in City easements and in the City right-of-way;

Now, therefore,

The parties agree as follows:

1. The Project. The City agrees to supervise and complete the Air Traffic Control Tower Project.
2. Approvals. TIRZ 14 and the Authority direct and authorize the City to make any Project clarifications and/or modifications as may be necessary as determined by the City in its sole discretion.
3. Funds by TIRZ. For and in consideration of the services to be provided by the City in the supervision and completion of Project, the Authority shall pay to the City an amount not to exceed \$402,236. Payments will be made in one lump sum to the City. Costs incurred by the City for the supervision and completion of the Project prior to the execution of this Agreement will be eligible for reimbursement. Payment to the City for any submitted

invoice shall be made on or before 30 days after the Authority receives the invoice from the City.

4. Term. This Agreement shall be effective immediately and shall expire 30 days after the final completion and acceptance of the Project by the City.
5. Parties in Interest. This contract does not bestow any rights upon any third parties.
6. Choice of law; Venue. This contract is subject to and shall be construed in accordance with the laws of the State of Texas, and venue for any claim arising out of this contract shall lie exclusively in the state and federal courts located in Galveston County, Texas.
7. Audit; Records. The City and Authority may, at any reasonable time, conduct or cause to be conducted an audit of the others' records and financial transactions related to this contract. The cost of the audit shall be borne by the entity requesting the audit. The City and Authority shall make available all of its records related to this contract in support of the audit.
8. Assignment. No party may assign or transfer its rights or obligations under this Agreement in whole or part without prior written consent of the other.
9. Severability. All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.
10. Non-waiver. Failure of any party to insist on strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by an appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.
11. No-Waiver of Immunity. This Agreement does not create any personal liability on the part of any offer or agent of the City, TIRZ 14 or the Authority. No party hereto waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein.

Entered into and executed in multiple copies, each to be effective on the ____ day of _____, 2019.

CITY OF GALVESTON

MAYOR

ATTEST:

CITY SECRETARY

GALVESTON ISLAND REDEVELOPMENT AUTHORITY

JAMES WARE, PRESIDENT

ATTEST:

HENRY BOENING

**REINVESTMENT ZONE NUMBER 14,
CITY OF GALVESTON, TEXAS (AIRPORT ZONE)**

BRYAN FISHER, CHAIRMAN, BOARD OF DIRECTORS

APPROVED AS TO FORM ONLY:

MEHRAN JADIDI

RESOLUTION NO. 19-__

A RESOLUTION APPROVING A FUNDING AGREEMENT BETWEEN TAX INCREMENT REINVESTMENT ZONE FOURTEEN, THE REDEVELOPMENT AUTHORITY, AND THE CITY OF GALVESTON, TEXAS FOR PURPOSES OF FUNDING THE AIR TRAFFIC CONTROL PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE AND IMPLEMENT THE AGREEMENT; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Air Traffic Control Tower at Scholes International Airport is in desperate need of repairs and rehabilitation; and,

WHEREAS, the City created Reinvestment Zone Number Fourteen, City of Galveston, Texas (the "Zone") by Ordinance No. 03-120, adopted on December 29, 2003, pursuant to Chapter 311, Texas Tax Code (the "Act"); and,

WHEREAS, the City authorized the creation of the Galveston Island Redevelopment Authority (the "Authority") by Resolution No. 02-071, adopted on August 22, 2002, to aid, assist and act on behalf of the City in the performance of the City's governmental and proprietary functions with respect to the common good and general welfare of the Zone; and

WHEREAS, the City approved the Project Plan and Reinvestment Zone Financing Plan (the "Plans") for TIRZ 14; and,

WHEREAS, the City, the Zone and the Authority have entered into that certain agreement dated July 27, 2006, and approved as Ordinance No. 06-058 (the "Tri-Party Agreement"), pursuant to which the City delegated to the Authority the power and authority to administer the Zone including, but not limited to, the power to engage in activities relating to the construction and improvement of infrastructure in the Zone, in accordance with, and subject to the limitations set forth in, the Tri-Party Agreement; and,

WHEREAS, the Authority is authorized to enter into agreements to implement the Zone's Project Plan and Reinvestment Zone Financing Plan (the "Project Plan"); and,

WHEREAS, the TIRZ 14 has determined the Air Traffic Control Tower Project is included in the Plans, that the Project is included within the Annual Budget of the Authority as approved by TIRZ 14, and TIRZ 14 requests that the City and Authority enter into this Agreement to design and construct the Project; and,

WHEREAS, the City has requested financial assistance from the Authority and the Zone for a portion of the cost of the Project located within the boundaries of the Zone; and

WHEREAS, the Zone has agreed to contribute funds to the City for a portion of the cost of the Project;

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

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

SECTION 2. The City Council of the City of Galveston hereby approves the Interlocal Agreement, EXHIBIT 1, attached to and incorporated herein for all intents and purposes in accordance with State law.

SECTION 3. The City Council of the City of Galveston hereby authorizes the City Manager to execute the Interlocal Agreement, Exhibit 1, attached hereto.

SECTION 4. This resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

MEHRAN JADIDI
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its regular meeting held on the 24th day of January, 2019, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2019.

Secretary for the City Council
of the City of Galveston



Scholes International Airport

AIRPORT ADMINISTRATION

2115 Terminal Dr. | Galveston, TX 77554

www.galvestonairport.com | airport@galvestontx.gov | 409-797-3590

January 14, 2019

Honorable Mayor and City Council Members
Galveston, Texas

Dear Honorable Mayor and Members of Council,

Subject: Consider for approval a Resolution of the City Council of the City of Galveston, Texas, authorizing the City Manager to approve and execute the Agreement for Funding 10% of the Scholes International Airport Master Plan and Engineering Projects (the "Project") between the City, the Tax Increment Reinvestment Zone 14 (TIRZ 14) and the Galveston Island Redevelopment Authority (RDA) in the amount of \$52,500.00.

I. Background:

A. TxDOT currently has a \$525,000.00 grant scheduled to update the current Airport Master Plan and to perform the engineer/design services needed for the rehabilitation of Runway 18/36, Phase 1 & 3 of the South Ramp and the South Apron. Both projects are currently scheduled for FY 2020.

II. Current Situation:

- A. TxDOT indicated that both projects will be moved into FY 2019. Should this occur, the 10% match of \$52,500.00 must be available typically within 30 days of the request.
- B. The Airport requested 10% funding for the Project from the TIRZ 14 Board, which approved the request, in the amount of \$52,500.00, at their October 4, 2018, meeting.
- C. The RDA, approved the TIRZ 14 funding request in the amount of \$52,500.00, at their December 14, 2018, meeting.

III. Issues:

To be eligible for the TxDOT grant, the 10% match of \$52,500.00 must be received prior to TxDOT moving forward with the Project.

IV. Alternatives:

- A. City Council approves the Funding Agreement for Funding between the TIRZ 14 Board, the RDA Board and the City to fund the estimated 10% match of the Project in the amount of \$52,500.00.
- B. City Council does not approve the Funding Agreement.





Scholes International Airport

AIRPORT ADMINISTRATION

2115 Terminal Dr. | Galveston, TX 77554

www.galvestonairport.com | airport@galvestontx.gov | 409-797-3590

V. **Recommendation:**

Staff recommends the approval of the Resolution of the City Council of the City of Galveston, Texas, authorizing the City Manager to approve and execute the Agreement for Funding 10% of the Scholes International Airport Master Plan and Engineering Projects (the "Project") between the City, the Tax Increment Reinvestment Zone 14 (TIRZ 14) and the Galveston Island Redevelopment Authority (RDA) in the amount of \$52,500.00.

VI. **Fiscal Impact Report:**

Requested by:	Mike Shahan, Airport Director
Funding Source:	TIRZ 14
Costs of Implementation:	N/A
Estimated cumulative Revenue:	N/A
Additional Information:	See attached Resolution and Funding Agreement

Respectfully submitted:

Approved by:

Mike Shahan
Airport Director

Brian Maxwell
City Manager

Encl.



Agreement for Funding of the
Airport Master Plan and Engineering Project

State of Texas
County of Galveston

This Agreement for Funding of the Airport Master Plan and Engineering Project is made by and between the City of Galveston (the “City”), Tax Increment Reinvestment Zone 14 (“TIRZ 14”), and the Galveston Island Redevelopment Authority (the “RDA”).

Whereas, by Ordinance No. 03-120, the City created TIRZ 14 for the purpose of development and redevelopment of the Airport area; and

Whereas, by Ordinance No. 05-004, the City approved the Project Plan and Reinvestment Zone Financing Plan (the “Plans”) for TIRZ 14; and

Whereas, by Ordinance No. 05-078, the City approved an Interlocal Agreement with Galveston County for participation in TIRZ 14; and

Whereas, by Ordinance No. 06-058, the City approved a tri-party agreement by and among the City, TIRZ 14, and the RDA for the operation, administration and financing of projects for TIRZ 14; and

Whereas, TIRZ 14 has determined that the Airport Master Plan and Engineering Project (the “Project”) is included in the Plans, that the Project is within the Annual Budget of Authority as approved by TIRZ 14, and TIRZ 14 requests that the City and Authority enter into this Agreement to supervise and complete the Project; and

Whereas, the City has approved the Project to be located on City property, in City easements and in the City right-of-way;

Now, therefore,

The parties agree as follows:

1. The Project. The City agrees to supervise and complete the Airport Master Plan and Engineering Project.
2. Approvals. TIRZ 14 and the Authority direct and authorize the City to make any Project clarifications and/or modifications as may be necessary as determined by the City in its sole discretion.
3. Funds by TIRZ. For and in consideration of the services to be provided by the City in the supervision and completion of Project, the Authority shall pay to the City an amount not to exceed \$52,500. Payment will be made in one lump sum to the City. Costs incurred by the City for the supervision and completion of the Project prior to the execution of this Agreement will be eligible for reimbursement. Payment to the City for any submitted

invoice shall be made on or before 30 days after the Authority receives the invoice from the City.

4. Term. This Agreement shall be effective immediately and shall expire 30 days after the final completion and acceptance of the Project by the City.
5. Parties in Interest. This contract does not bestow any rights upon any third parties.
6. Choice of law; Venue. This contract is subject to and shall be construed in accordance with the laws of the State of Texas, and venue for any claim arising out of this contract shall lie exclusively in the state and federal courts located in Galveston County, Texas.
7. Audit; Records. The City and Authority may, at any reasonable time, conduct or cause to be conducted an audit of the others' records and financial transactions related to this contract. The cost of the audit shall be borne by the entity requesting the audit. The City and Authority shall make available all of its records related to this contract in support of the audit.
8. Assignment. No party may assign or transfer its rights or obligations under this Agreement in whole or part without prior written consent of the other.
9. Severability. All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.
10. Non-waiver. Failure of any party to insist on strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by an appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.
11. No-Waiver of Immunity. This Agreement does not create any personal liability on the part of any offer or agent of the City, TIRZ 14 or the Authority. No party hereto waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein.

Entered into and executed in multiple copies, each to be effective on the ____ day of _____, 2019.

CITY OF GALVESTON

MAYOR

ATTEST:

CITY SECRETARY

GALVESTON ISLAND REDEVELOPMENT AUTHORITY

JAMES WARE, PRESIDENT

ATTEST:

HENRY BOENING

**REINVESTMENT ZONE NUMBER 14,
CITY OF GALVESTON, TEXAS (AIRPORT ZONE)**

BRYAN FISHER, CHAIRMAN, BOARD OF DIRECTORS

APPROVED AS TO FORM ONLY:

MEHRAN JADIDI

RESOLUTION NO. 19-__

A RESOLUTION APPROVING A FUNDING AGREEMENT BETWEEN TAX INCREMENT REINVESTMENT ZONE FOURTEEN, THE REDEVELOPMENT AUTHORITY, AND THE CITY OF GALVESTON, TEXAS FOR PURPOSES OF FUNDING THE AIRPORT MASTER PLAN AND ENGINEERING PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE AND IMPLEMENT THE AGREEMENT; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Scholes International Airport is updating its Master Plan and is performing rehabilitation for its runways, ramps, and aprons; and,

WHEREAS, to begin such repairs, engineering services are required; and,

WHEREAS, the City created Reinvestment Zone Number Fourteen, City of Galveston, Texas (the "Zone") by Ordinance No. 03-120, adopted on December 29, 2003, pursuant to Chapter 311, Texas Tax Code (the "Act"); and,

WHEREAS, the City authorized the creation of the Galveston Island Redevelopment Authority (the "Authority") by Resolution No. 02-071, adopted on August 22, 2002, to aid, assist and act on behalf of the City in the performance of the City's governmental and proprietary functions with respect to the common good and general welfare of the Zone; and

WHEREAS, the City approved the Project Plan and Reinvestment Zone Financing Plan (the "Plans") for TIRZ 14; and,

WHEREAS, the City, the Zone and the Authority have entered into that certain agreement dated July 27, 2006, and approved as Ordinance No. 06-058 (the "Tri-Party Agreement"), pursuant to which the City delegated to the Authority the power and authority to administer the Zone including, but not limited to, the power to engage in activities relating to the construction and improvement of infrastructure in the Zone, in accordance with, and subject to the limitations set forth in, the Tri-Party Agreement; and,

WHEREAS, the Authority is authorized to enter into agreements to implement the Zone's Project Plan and Reinvestment Zone Financing Plan (the "Project Plan"); and,

WHEREAS, the TIRZ 14 has determined the Master Plan and Engineering Project is included in the Plans, that the Project is included within the Annual Budget of the Authority as approved by TIRZ 14, and TIRZ 14 requests that the City and Authority enter into this Agreement to design and construct the Project; and,

WHEREAS, the City has requested financial assistance from the Authority and the Zone for a portion of the cost of the Project located within the boundaries of the Zone; and

WHEREAS, the Zone has agreed to contribute funds to the City for a portion of the cost of the Project;

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

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

SECTION 2. The City Council of the City of Galveston hereby approves the Interlocal Agreement, EXHIBIT 1, attached to and incorporated herein for all intents and purposes in accordance with State law.

SECTION 3. The City Council of the City of Galveston hereby authorizes the City Manager to execute the Interlocal Agreement, Exhibit 1, attached hereto.

SECTION 4. This resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

MEHRAN JADIDI
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its regular meeting held on the 24th day of January, 2019, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2019.

Secretary for the City Council
of the City of Galveston



Scholes International Airport

AIRPORT ADMINISTRATION

2115 Terminal Dr. | Galveston, TX 77554

www.galvestonairport.com | airport@galvestontx.gov | 409-797-3590

January 14, 2019

Honorable Mayor and City Council Members
Galveston, Texas

Dear Honorable Mayor and Members of Council,

Subject: Consider for approval a Resolution of the City Council of the City of Galveston, Texas, authorizing the City Manager to approve and execute the Agreement for Funding the material cost of repaving the Scholes International Airport Terminal Pavement Project (the "Project") between the City, the Tax Increment Reinvestment Zone 14 (TIRZ 14) and the Galveston Island Redevelopment Authority (RDA) in the amount of \$32,000.00.

I. Background:

A. On July 9, 2009, City Council approved the Participation Agreement with TxDOT Aviation for the renovation of the Airport Terminal and to rejuvenate and stripe the Terminal parking lots at the Scholes International Airport, due to storm damage received during Hurricane Ike.

II. Current Situation:

- A. The Terminal parking and driveways are asphalt and have not been treated since the rejuvenation was completed in 2012. Public Works Director, Kyle Hockersmith inspected the pavement and is recommending the driveways and parking lot be repaved as the best repair solution.
- B. Public Works has agreed to provide the labor and equipment at no cost to the Airport, with the Airport covering the material cost of \$32,000.00.
- C. The Airport requested material cost funding for this Project from the TIRZ 14 Board, which approved the request, in the amount of \$32,000.00, at their October 4, 2018, meeting.
- D. The RDA approved the TIRZ 14 funding request in the amount of \$32,000.00, at their December 14, 2018, meeting.

III. Issues:

- A. The existing Airport Terminal asphalt pavement is deteriorating and needs to be repaired or replaced.
- B. Public Works inspected the pavement and is recommending replacement of the asphalt pavement.





Scholes International Airport

AIRPORT ADMINISTRATION

2115 Terminal Dr. | Galveston, TX 77554

www.galvestonairport.com | airport@galvestontx.gov | 409-797-3590

IV. Alternatives:

A. City Council approves the Funding Agreement for Funding between the TIRZ 14 Board, the RDA Board and the City to fund the material cost of this Project in the amount of \$32,000.00.

B. City Council does not approve the Funding Agreement.

V. Recommendation:

Staff recommends the approval of the Resolution of the City Council of the City of Galveston, Texas, authorizing the City Manager to approve and execute the Agreement for Funding material cost of repaving the Scholes International Airport Terminal Pavement Project (the "Project") between the City, the Tax Increment Reinvestment Zone 14 (TIRZ 14) and the Galveston Island Redevelopment Authority (RDA) in the amount of \$32,000.00.

VI. Fiscal Impact Report:

Requested by:	Mike Shahan, Airport Director
Funding Source:	TIRZ 14
Costs of Implementation:	N/A
Estimated cumulative Revenue:	N/A
Additional Information:	See attached Resolution and Funding Agreement

Respectfully submitted:

Approved by:

A handwritten signature in blue ink that reads "Mike Shahan".

Mike Shahan
Airport Director

Brian Maxwell
City Manager

Encl.



Agreement for Funding of the
the Airport Terminal Pavement Project

State of Texas
County of Galveston

This Agreement for Funding of the Airport Terminal Pavement Project is made by and between the City of Galveston (the “City”), Tax Increment Reinvestment Zone 14 (“TIRZ 14”), and the Galveston Island Redevelopment Authority (the “RDA”).

Whereas, by Ordinance No. 03-120, the City created TIRZ 14 for the purpose of development and redevelopment of the Airport area; and

Whereas, by Ordinance No. 05-004, the City approved the Project Plan and Reinvestment Zone Financing Plan (the “Plans”) for TIRZ 14; and

Whereas, by Ordinance No. 05-078, the City approved an Interlocal Agreement with Galveston County for participation in TIRZ 14; and

Whereas, by Ordinance No. 06-058, the City approved a tri-party agreement by and among the City, TIRZ 14, and the RDA for the operation, administration and financing of projects for TIRZ 14; and

Whereas, TIRZ 14 has determined that the rehabilitation of the terminal parking lot and driveways (the Airport Terminal Pavement Project or the “Project”) is included in the Plans, that the Project is within the Annual Budget of Authority as approved by TIRZ 14, and TIRZ 14 requests that the City and Authority enter into this Agreement to supervise and complete the Project; and

Whereas, the City has approved the Project to be located on City property, in City easements and in the City right-of-way;

Now, therefore,

The parties agree as follows:

1. The Project. The City agrees to supervise and complete the Airport Terminal Pavement Improvement Project.
2. Approvals. TIRZ 14 and the Authority direct and authorize the City to make any Project clarifications and/or modifications as may be necessary as determined by the City in its sole discretion.
3. Funds by TIRZ. For and in consideration of the services to be provided by the City in the supervision and completion of Project, the Authority shall pay to the City an amount not to exceed \$32,000. Payment will be made in one lump sum to the City as the work progresses and as invoiced by the City. Costs incurred by the City for the supervision and completion of the Project prior to the execution of this Agreement will be eligible for

reimbursement. Payment to the City for any submitted invoice shall be made on or before 30 days after the Authority receives the invoice from the City.

4. Term. This Agreement shall be effective immediately and shall expire 30 days after the final completion and acceptance of the Project by the City.
5. Parties in Interest. This contract does not bestow any rights upon any third parties.
6. Choice of law; Venue. This contract is subject to and shall be construed in accordance with the laws of the State of Texas, and venue for any claim arising out of this contract shall lie exclusively in the state and federal courts located in Galveston County, Texas.
7. Audit; Records. The City and Authority may, at any reasonable time, conduct or cause to be conducted an audit of the others' records and financial transactions related to this contract. The cost of the audit shall be borne by the entity requesting the audit. The City and Authority shall make available all of its records related to this contract in support of the audit.
8. Assignment. No party may assign or transfer its rights or obligations under this Agreement in whole or part without prior written consent of the other.
9. Severability. All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.
10. Non-waiver. Failure of any party to insist on strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by an appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.
11. No-Waiver of Immunity. This Agreement does not create any personal liability on the part of any offer or agent of the City, TIRZ 14 or the Authority. No party hereto waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein.

Entered into and executed in multiple copies, each to be effective on the ____ day of _____, 2019.

CITY OF GALVESTON

MAYOR

ATTEST:

CITY SECRETARY

GALVESTON ISLAND REDEVELOPMENT AUTHORITY

JAMES WARE, PRESIDENT

ATTEST:

HENRY BOENING

**REINVESTMENT ZONE NUMBER 14,
CITY OF GALVESTON, TEXAS (AIRPORT ZONE)**

BRYAN FISHER, CHAIRMAN, BOARD OF DIRECTORS

APPROVED AS TO FORM ONLY:

MEHRAN JADIDI

RESOLUTION NO. 19-__

A RESOLUTION APPROVING A FUNDING AGREEMENT BETWEEN TAX INCREMENT REINVESTMENT ZONE FOURTEEN, THE REDEVELOPMENT AUTHORITY, AND THE CITY OF GALVESTON, TEXAS FOR PURPOSES OF FUNDING THE SCHOLES INTERNATIONAL AIRPORT TERMINAL PAVEMENT PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE AND IMPLEMENT THE AGREEMENT; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council in 2009 approved an agreement with TxDOT for the renovation of the Airport Terminal to include rejuvenation and striping of the Terminal parking lot; and,

WHEREAS, such rejuvenation was completed in 2012 but the Terminal and its parking and driveways are now in need of repair; and,

WHEREAS, City staff will be performing the labor at no cost, but funding is needed for the materials to allow for the repair; and,

WHEREAS, the City created Reinvestment Zone Number Fourteen, City of Galveston, Texas (the "Zone") by Ordinance No. 03-120, adopted on December 29, 2003, pursuant to Chapter 311, Texas Tax Code (the "Act"); and,

WHEREAS, the City authorized the creation of the Galveston Island Redevelopment Authority (the "Authority") by Resolution No. 02-071, adopted on August 22, 2002, to aid, assist and act on behalf of the City in the performance of the City's governmental and proprietary functions with respect to the common good and general welfare of the Zone; and

WHEREAS, the City approved the Project Plan and Reinvestment Zone Financing Plan (the "Plans") for TIRZ 14; and,

WHEREAS, the City, the Zone and the Authority have entered into that certain agreement dated July 27, 2006, and approved as Ordinance No. 06-058 (the "Tri-Party Agreement"), pursuant to which the City delegated to the Authority the power and authority to administer the Zone including, but not limited to, the power to engage in activities relating to the construction and improvement of infrastructure in the Zone, in accordance with, and subject to the limitations set forth in, the Tri-Party Agreement; and,

WHEREAS, the Authority is authorized to enter into agreements to implement the Zone's Project Plan and Reinvestment Zone Financing Plan (the "Project Plan"); and,

WHEREAS, the TIRZ 14 has determined the Scholes International Airport Terminal Pavement Project is included in the Plans, that the Project is included within the Annual Budget of the Authority as approved by TIRZ 14, and TIRZ 14 requests that the City and Authority enter into this Agreement to design and construct the Project; and,

WHEREAS, the City has requested financial assistance from the Authority and the Zone for a portion of the cost of the Project located within the boundaries of the Zone; and

WHEREAS, the Zone has agreed to contribute funds to the City for a portion of the cost of the Project;

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

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

SECTION 2. The City Council of the City of Galveston hereby approves the Interlocal Agreement, EXHIBIT 1, attached to and incorporated herein for all intents and purposes in accordance with State law.

SECTION 3. The City Council of the City of Galveston hereby authorizes the City Manager to execute the Interlocal Agreement, Exhibit 1, attached hereto.

SECTION 4. This resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

MEHRAN JADIDI
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its regular meeting held on the 24th day of January, 2019, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this ____ day of _____, 2019.

Secretary for the City Council
of the City of Galveston



Scholes International Airport

AIRPORT ADMINISTRATION

2115 Terminal Dr. | Galveston, TX 77554

www.galvestonairport.com | airport@galvestontx.gov | 409-797-3590

January 14, 2019

Honorable Mayor and City Council Members
Galveston, Texas

Dear Honorable Mayor and Members of Council,

Subject: Consider for approval a Resolution of the City Council of the City of Galveston, Texas, authorizing the City Manager to approve and execute the Agreement for Funding 10% of the Scholes International Airport 2018 Capital Improvement Pavement Projects (the "Project") between the City, the Tax Increment Reinvestment Zone 14 (TIRZ 14) and the Galveston Island Redevelopment Authority (RDA) in the amount of \$118,000.00.

I. Background:

- A. On March 22, 2018, City Council approved Resolution 18-015 approving a funding agreement between the City, TIRZ 14 and the RDA in the amount of \$400,000.00 for the 10% match for the Scholes International Airport 2018 Capital Improvement Pavement Projects, with an estimated total cost of \$4,000,000.00. This payment was submitted to Department of Transportation, Aviation Division (TxDOT Aviation) prior to their deadline of May 2018.
- B. On August 29, 2018, TxDOT Aviation requested the City submit an additional \$118,000.00 to cover the City's share of the construction project costs no later than October 8, 2018.
- C. On September 13, 2018, City Council approved the Participation Agreement with TxDOT Aviation for construction and rehabilitation of Runway 14/32, Taxiways A, B, C, D, and E, and North Apron Phase 3 & 4 (TxDOT Project No. 1812GLVSN), and authorizing an expenditure in the amount of \$118,000.00 to TxDOT as part of the 10% match needed due to the increased cost of the project from \$4,000,000.00 to \$5,180,000.00.

II. Current Situation:

- A. The Airport requested the additional 10% funding from the TIRZ 14 Board, which approved the request, in the amount of \$118,000.00, at their October 4, 2018 meeting.
- B. Galveston Island Redevelopment Authority (RDA) approved this funding request at their December 14, 2018 meeting.

III. Issues:

Due to time constraints in meeting TxDOT Aviation's deadline to receive funding, the Airport used Airport Improvement Funds to cover the additional cost of this project, with the intend of requesting funding from TIRZ 14 to reimburse the Airport for the additional expense.





Scholes International Airport

AIRPORT ADMINISTRATION

2115 Terminal Dr. | Galveston, TX 77554

www.galvestonairport.com | airport@galvestontx.gov | 409-797-3590

IV. Alternatives:

A. City Council approves the Funding Agreement for Funding between the TIRZ 14 Board, the RDA Board and the City to fund the additional 10% match of the Project in the amount of \$118,000.00.

B. City Council does not approve the Funding Agreement.

V. Recommendation:

Staff recommends approval a Resolution of the City Council of the City of Galveston, Texas, authorizing the City Manager to approve and execute the Agreement for Funding 10% of the Scholes International Airport 2018 Capital Improvement Pavement Projects (the "Project") between the City, the Tax Increment Reinvestment Zone 14 (TIRZ 14) and the Galveston Island Redevelopment Authority (RDA) in the amount of \$118,000.00.

VI. Fiscal Impact Report:

Requested by:	Mike Shahan, Airport Director
Funding Source:	TIRZ 14
Costs of Implementation:	N/A
Estimated cumulative Revenue:	N/A
Additional Information:	See attached Resolution and Funding Agreement

Respectfully submitted:

Approved by:

A handwritten signature in blue ink that reads "Mike Shahan".

Mike Shahan
Airport Director

Brian Maxwell
City Manager

Encl.



Agreement for Funding of the
Airport Capital Improvement Pavement Projects

State of Texas
County of Galveston

This Amended Agreement for Funding of the 2018 Airport Capital Improvement Pavement Projects is made by and between the City of Galveston (the “City”), Tax Increment Reinvestment Zone 14 (“TIRZ 14”), and the Galveston Island Redevelopment Authority (the “RDA”).

Whereas, by Ordinance No. 03-120, the City created TIRZ 14 for the purpose of development and redevelopment of the Airport area; and

Whereas, by Ordinance No. 05-004, the City approved the Project Plan and Reinvestment Zone Financing Plan (the “Plans”) for TIRZ 14; and

Whereas, by Ordinance No. 05-078, the City approved an Interlocal Agreement with Galveston County for participation in TIRZ 14; and

Whereas, by Ordinance No. 06-058, the City approved a tri-party agreement by and among the City, TIRZ 14, and the RDA for the operation, administration and financing of projects for TIRZ 14; and

Whereas, TIRZ 14 has determined that funding the increased 10% match of the Texas Department of Transportation (TxDOT) grant for work on the Airport Capital Improvement Pavement Project (the “Project”), is included in the Plans, that the Project is within the Annual Budget of Authority as approved by TIRZ 14, and TIRZ 14 requests that the City and Authority enter into this Agreement to supervise and complete the Project; and

Whereas, the RDA desires to fund the increase of the TxDOT grant from \$4,000,000 to \$5,180,000 by providing the \$118,000.000 in local funds necessary to increase the 10% match needed due to the increased cost of the project under the grant; and

Whereas, the City has approved the Project to be located on City property, in City easements and in the City right-of-way;

Now, therefore,

The parties agree as follows:

1. The Project. The City agrees to supervise and complete the Airport Capital Improvement Pavement Project.
2. Approvals. TIRZ 14 and the Authority direct and authorize the City to make any Project clarifications and/or modifications as may be necessary as determined by the City in its sole discretion.

3. Funds by TIRZ. For and in consideration of the services to be provided by the City in the supervision and completion of Project, the Authority shall pay to the City an additional amount not to exceed \$118,000. Payment will be made in one lump sum to the City. Costs incurred by the City for the supervision and completion of the Project prior to the execution of this Agreement will be eligible for reimbursement. Payment to the City for any submitted invoice shall be made on or before 30 days after the Authority receives the invoice from the City.
4. Term. This Agreement shall be effective immediately and shall expire 30 days after the final completion and acceptance of the Project by the City.
5. Parties in Interest. This contract does not bestow any rights upon any third parties.
6. Choice of law; Venue. This contract is subject to and shall be construed in accordance with the laws of the State of Texas, and venue for any claim arising out of this contract shall lie exclusively in the state and federal courts located in Galveston County, Texas.
7. Audit; Records. The City and Authority may, at any reasonable time, conduct or cause to be conducted an audit of the others' records and financial transactions related to this contract. The cost of the audit shall be borne by the entity requesting the audit. The City and Authority shall make available all of its records related to this contract in support of the audit.
8. Assignment. No party may assign or transfer its rights or obligations under this Agreement in whole or part without prior written consent of the other.
9. Severability. All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.
10. Non-waiver. Failure of any party to insist on strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by an appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.
11. No-Waiver of Immunity. This Agreement does not create any personal liability on the part of any officer or agent of the City, TIRZ 14 or the Authority. No party hereto waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein.

Entered into and executed in multiple copies, each to be effective on the ____ day of _____, 2019.

CITY OF GALVESTON

MAYOR

ATTEST:

CITY SECRETARY

GALVESTON ISLAND REDEVELOPMENT AUTHORITY

JAMES WARE, PRESIDENT

ATTEST:

HENRY BOENING

**REINVESTMENT ZONE NUMBER 14,
CITY OF GALVESTON, TEXAS (AIRPORT ZONE)**

BRYAN FISHER, CHAIRMAN, BOARD OF DIRECTORS

APPROVED AS TO FORM ONLY:

MEHRAN JADIDI

RESOLUTION NO. 19-__

A RESOLUTION APPROVING A FUNDING AGREEMENT BETWEEN TAX INCREMENT REINVESTMENT ZONE FOURTEEN, THE REDEVELOPMENT AUTHORITY, AND THE CITY OF GALVESTON, TEXAS FOR PURPOSES OF FUNDING THE SCHOLES INTERNATIONAL AIRPORT 2018 CAPITAL IMPROVEMENT PAVEMENT PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE AND IMPLEMENT THE AGREEMENT; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council in 2018 approved an agreement with Tax Increment Reinvestment Zone 14 (TIRZ 14) and the Redevelopment Authority (RDA) for the Scholes International Airport 2018 Capital Improvement Pavements Project; and,

WHEREAS, such rejuvenation was completed in 2012 but the Terminal and its parking and driveways are now in need of repair; and,

WHEREAS, City staff will be performing the labor at no cost, but funding is needed for the materials to allow for the repair; and,

WHEREAS, the City created Reinvestment Zone Number Fourteen, City of Galveston, Texas (the "Zone") by Ordinance No. 03-120, adopted on December 29, 2003, pursuant to Chapter 311, Texas Tax Code (the "Act"); and,

WHEREAS, the City authorized the creation of the Galveston Island Redevelopment Authority (the "Authority") by Resolution No. 02-071, adopted on August 22, 2002, to aid, assist and act on behalf of the City in the performance of the City's governmental and proprietary functions with respect to the common good and general welfare of the Zone; and

WHEREAS, the City approved the Project Plan and Reinvestment Zone Financing Plan (the "Plans") for TIRZ 14; and,

WHEREAS, the City, the Zone and the Authority have entered into that certain agreement dated July 27, 2006, and approved as Ordinance No. 06-058 (the "Tri-Party Agreement"), pursuant to which the City delegated to the Authority the power and authority to administer the Zone including, but not limited to, the power to engage in activities relating to the construction and improvement of infrastructure in the Zone, in accordance with, and subject to the limitations set forth in, the Tri-Party Agreement; and,

WHEREAS, the Authority is authorized to enter into agreements to implement the Zone's Project Plan and Reinvestment Zone Financing Plan (the "Project Plan"); and,

WHEREAS, the TIRZ 14 has determined the Scholes International Airport 2018 Capital Improvement Pavement Project is included in the Plans, that the Project is included within the Annual Budget of the Authority as approved by TIRZ 14, and TIRZ 14 requests that the City and Authority enter into this Agreement to design and construct the Project; and,

WHEREAS, the City has requested financial assistance from the Authority and the Zone for a portion of the cost of the Project located within the boundaries of the Zone; and

WHEREAS, the Zone has agreed to contribute funds to the City for a portion of the cost of the Project;

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

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

SECTION 2. The City Council of the City of Galveston hereby approves the Interlocal Agreement, EXHIBIT 1, attached to and incorporated herein for all intents and purposes in accordance with State law.

SECTION 3. The City Council of the City of Galveston hereby authorizes the City Manager to execute the Interlocal Agreement, Exhibit 1, attached hereto.

SECTION 4. This resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

MEHRAN JADIDI
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its regular meeting held on the 24th day of January, 2019, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this ____ day of _____, 2019.

Secretary for the City Council
of the City of Galveston



City of Galveston

Grants & Housing Department

P.O. Box 779 / Galveston, TX 77553-0779
(409) 797-3820 / Fax (409) 291-4553 | www.galvestontx.gov

January 24, 2019

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

From: Alice T. Law, Interim Director of Grants & Housing

RE: Consider for Approval a bid from Lead Based Paint Services, LLC dba Integrity Lead Based Paint Services in the amount of \$24,500.00 to Provide Lead-Based Paint Remediation Services at 1611 – 39th Street. Funding is from HOME Investment Partnership Funds. Authorize the City Manager to execute all necessary documents upon final approval of the City Attorney.

I. Background on the subject is as follows:

A. In 2009, City Council adopted a resolution to accept a property located at 1611 – 39th Street from Galveston Community Development Corporation (GCDC), a local non-profit housing provider. GCDC rehabilitated the property with a goal of selling it to a Low-Moderate Income (LMI) homebuyer under the HOME Program Community Housing Development Organization (CHDO) Affordable Housing project.

1. GCDC ceased operations as a housing provider before they could sell the property.

B. Based on HUD regulations when HOME funds are used for acquisition and rehabilitation by a non-profit, ownership must be conveyed to an eligible homeowner within 6 months of project completion or the project must become a HOME rental unit.

C. An LMI buyer could not be secured, therefore, to comply with HUD regulations the City converted this property into an affordable housing rental unit.

D. Per HUD HOME Program rental property requirements, the City must incorporate lead-based paint (LBP) maintenance into the regular building operations.

II. Current Situation is as follows:

A. The City had a LBP Risk Assessment conducted on the property which revealed several areas of LBP hazards requiring remediation.

B. An Informal Request for Proposals for LBP Remediation Services was advertised on the City of Galveston's Website on December 4, 2018. (Attachment A)



- C. The Informal Request for Proposals was publicly opened at 10:00 a.m. on December 11, 2018, in City Hall by the Purchasing Department.
- D. A total of two (2) bidders responded to the Informal Request for Proposals for LBP Remediation Services at 1611- 39th Street. (Attachment B)
- E. The Grants & Housing Department's estimate for this project was \$30,000.00.

III. Issues in order of importance:

- A. Compliance with HUD Regulations – LBP hazards must be remediated to meet HUD requirements.
- B. Budget – Funds are available to complete this project according to specifications and City codes.
- C. Local Participation- No bids were submitted by local contractors.

IV. Alternatives in order of priority

- A. City Council could approve the lowest most responsive bid meeting specifications submitted by Lead Based Paint Services, LLC dba Integrity Lead Based Paint Services for LBP remediation services at 1611 – 39th Street in the amount of \$24,500.00.
 - 1. Compliance with HUD Regulations – According to HUD regulations, each owner shall complete a risk assessment in accordance with 40 CFR 745.227(d). Each owner shall also conduct interim controls consistent with the findings of the risk assessment.
 - 2. Budget - Funds for this activity are available in the HOME Investment Partnership Rental Funds.
 - 3. Compliance with Specifications - The Grants & Housing staff would ensure that the selected contractor performs the work in accordance with project specifications.
- B. City Council could reject the lowest most responsive bid meeting specifications submitted by Lead Based Paint Services, LLC dba Integrity Lead Based Paint Services.
 - 1. Compliance with HUD Regulations – The City would not be in compliance with HUD Regulations.
 - 2. Budget - would not be an issue with this alternative
 - 3. Compliance with Specifications - would not be an issue with this alternative.

V. Recommendation

- A. City Council should concur with Alternative A and approve the bid from Lead Based Paint Services, LLC dba Integrity Lead Based Paint Services for LBP remediation services at 1611 – 39th Street in the amount of \$24,500.00. Authorize the City Manager to execute all necessary contracts and documents to facilitate the rehabilitation of this housing unit.

VI. Fiscal Impact Report

Requested by: Alice T. Law
Interim Director of Grants & Housing

Funding Source:	915750-544083-425000 (multi-funds)
	Name of Account - HOME Investment Partnership Rental
Costs of implementation:	Total <u>\$24,500.00</u>
Estimated annual M&O costs:	N/A
Estimated cumulative M&O costs:	N/A
Additional Information:	N/A

Respectfully Submitted,



Alice T. Law
Interim Director of Grants & Housing

Approved,

Brian Maxwell
City Manager

ATTACHMENT A

Galveston, TX - Official Website

galvestontx.gov/bids.aspx?bidID=361

Create an Account - Increase your productivity, customize your experience, and engage in information you care about.

Sign In



GovernmentDepartmentsResidentsVisitorsBusiness



Format for Printing

Bid Number:	IRFP # 19-IRFP-01
Bid Title:	Lead Based Paint Remediation
Category:	Bids and RFP's
Status:	Open

Description:

INFORMAL REQUEST FOR PROPOSALS, IRFP# 19-IRFP-01
LEAD BASED PAINT REMEDIATION

The City of Galveston will accept Informal Proposals for Lead Based Paint Remediation at 1611 39th Street, Galveston Texas 77550, until 10:00 AM, Tuesday, December 11, 2018 in the City of Galveston Purchasing Office at City Hall, 823 Rosenberg, Room 306, Galveston, Texas 77550. Proposals received after this time will not be considered.

Please see the attached proposal documents.

Publication Date/Time:
12/4/2018 12:00 PM

Closing Date/Time:
12/11/2018 10:00 AM

Related Documents:
[IRFP 19-IRFP-01 Lead Based Paint Remediation](#)

[Return To Main Bid Postings Page](#)



ATTACHMENT B

IRFP # 19-IRFP-01 Lead Based Paint Abatement
 Tuesday, December 11, 2018 @ 10:00 a.m. City Hall
 Opened By: Ja'Nica Lockett Witnessed By: Melissa Thompson

OFFEROR	3910 Enterprises	Lead Based Paint Services, LLC dba Integrity Lead based paint services							
Received Date and Time	12/11/18 @ 8:44 a.m.	12/11/18 @ 10:00 a.m.							
	Received Document (Y/N)	Received Document (Y/N)	Received Document (Y/N)	Received Document (Y/N)	Received Document (Y/N)	Received Document (Y/N)	Received Document (Y/N)	Received Document (Y/N)	Received Document (Y/N)
Original & 1 Copy & Media Source	Y	Y							
Ethics Statement	Y	Y							
Conflict of Interest Questionnaire	Y	Y							
Certification for Debarment	Y	Y							
Lead Based Paint Compliance	Y	Y							
Price Sheet - Signed	Y	Y							
PRICING									
Lump Sum Total Bid	\$ 44,000.00	\$ 24,500.00							



City of Galveston

DEPARTMENT OF PUBLIC WORKS

Angelo Grasso, Director of Municipal Utilities
agrasso@galvestontx.gov | Office Number: (409) 797-3962 | www.galvestontx.gov

Date: January 15, 2019

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

From: Angelo Grasso, Director of Municipal Utilities

RE: City Council to consider for approval, a 2-year extension from Republic Services to provide containers and transport dewatered wastewater sludge. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. During the wastewater treatment process, biological sludge is generated as an end result and this sludge must be disposed in a proper and sanitary manner.
- B. The sludge generated at each of the City's wastewater treatment plants are processed at the Main Wastewater Treatment Plant.
- C. After processing the sludge, the sludge is transported to the sanitary landfill site.

II. Current Situation

- A. The amount of sludge generated annually is approximately 13,000 cubic yards.
- B. In 2016, the City solicited proposals which required a contractor to provide containers and transport wastewater sludge in these containers to the landfill disposal location. Republic Services submitted the most responsive proposal and was awarded the contract for sludge disposal. The following are the service fees proposals that were submitted:

Republic Services Sludge Hauling Service

Container Size	Pickup Frequency Per Week	Unit Price per Container (Haul Plus Disposal)
40 Cubic Yards	1 - 6 Pickups/Week	\$550.00/Pickup
20 Cubic Yards	1 - 6 Pickups/Week	\$550.00/Pickup

Republic Services Roll Off Service

Container Size	Haul Rate	Rental Rate
20 Cubic Yards	\$550.00	\$270.00 Monthly
40 Cubic Yards	\$550.00	\$350.00/Monthly
60 Cubic Yards	\$550.00	\$350.00/Monthly

Note: Allowable weight limit is 10 tons.





City of Galveston

DEPARTMENT OF PUBLIC WORKS

Angelo Grasso, Director of Municipal Utilities
agrasso@galvestontx.gov | Office Number: (409) 797-3962 | www.galvestontx.gov

- C. The City of Galveston and Republic Services entered into an Agreement for sludge disposal effective February 19, 2016.
- D. As part of the original service proposal and agreement, there were provisions that would allow the City with an option to amend the previously agreement to extend the time period of the contract.
- E. City Staff is requesting that the contract term for the sludge disposal contract be extended for an additional two (2) years.

II. Issues

- A. Cost
- B. Removal of Sludge Wastewater Materials

IV. Recommendation

City Council to approve a 2-year extension from Republic Services to provide containers and transport dewatered wastewater sludge.

VI. Fiscal Impact Report

Requested by: Cynthia Diaz, Wastewater Treatment Superintendent
Angelo Grasso, Director of Utility Infrastructure

Funding Source: Wastewater Treatment Division Sludge Removal
Account (4210-611000-611817-531110)

Costs: Not to exceed \$200,000.00

Respectfully Submitted,

Forwarded for Approval,



Angelo Grasso
Director of Municipal Utilities

Brandon Cook, Assistant City
Manager of Development and
Municipal Services



AMENDMENT REPUBLIC SERVICES
TRANSPORTATION DEWATERED DOMESTIC
WASTEWATER “SLUDGE”

Amendment Number 1 to Contract # COG-CON-16-032

**RFP 15-13 Transportation of Dewatered Domestic Wastewater
Sludge**

THIS AMENDMENT is by and between the City of Galveston, a municipality incorporated under the laws of the State of Texas, Galveston Texas, and Republic Services, Inc, a company, located at 5301 Brookglen, Houston, Texas 77017. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms.

WHEREAS, the City and Republic Services entered into an Agreement, Contract# COG-CON-16-032, effective February 19, 2016 for services related to transportation of dewatered domestic wastewater “sludge” here in RFP# 15-13 Transportation of Dewatered Domestic Wastewater Sludge.

WHEREAS, the City and Company, agree to make the following amendment a part of the Agreement.

Contract Term: It is mutually agreed and understood by and between the undersigned contracting parties to amend the previously executed agreement as follows:

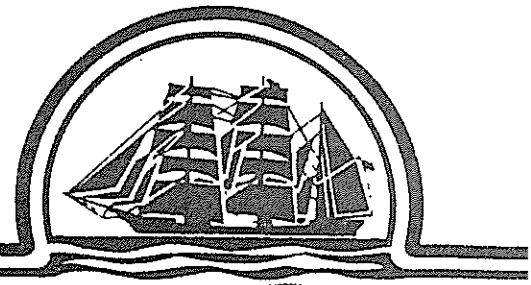
The City shall have as its sole option the ability to extend the term of this agreement by exercising one (1) two-year option.

As stated in Section II – Scope of Requested Services, paragraph 1, page 16, of the Request for Proposals the following language is hereby deleted and has no force and/or effect in this agreement. ~~“These services may be extended, at the sole discretion of the City, on one occasion for a maximum term of ten years as described in the Agreement.”~~

(The remainder of this page left intentionally blank.)
Signature Page Follows

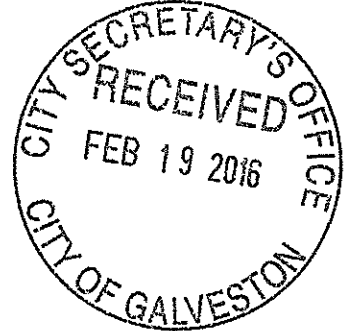
City of Galveston Contract Number COG-CON-16-032

City of Galveston



Purchasing Division

P.O. Box 779 / Galveston, Texas 77553



REPUBLIC SERVICES

AND

THE CITY OF GALVESTON

By means of this Agreement, REPUBLIC SERVICES and The City of Galveston, Texas enter into a THIRTY SIX (36) MONTH contract, as the provider for the Transportation Dewatered Domestic Wastewater "Sludge" for the City of Galveston's Department of Municipal Utilities as approved by the Galveston City Council on December 17, 2015, in response to RFP 15-13. The contract will become effective upon execution by the City.

This Agreement includes all attached documents, including but not limited to the Award Letter, the Invitation to Bid, the Bid response documents from REPUBLIC SERVICES and all attachments thereto, the Bid and Specifications for the purchase and delivery of Transportation Dewatered Domestic Wastewater "Sludge" for the City of Galveston's Department of Municipal Utilities is also attached.

This Agreement is not valid unless certificates of insurance are attached for all types of insurance required by this agreement.

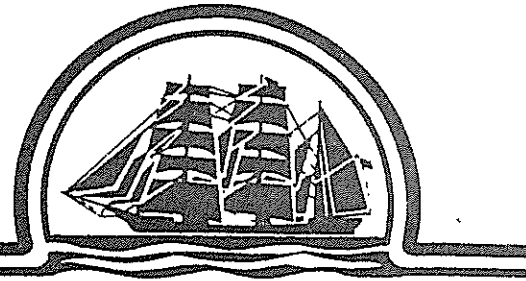
JOINT SEVERABILITY

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

JURISDICTION AND VENUE

The Parties agree that any litigation arising out of this agreement shall be in the courts of the State of Texas with venue in Galveston County.

City of Galveston



Purchasing Division

P.O. Box 779 / Galveston, Texas 77553

UNDERSTANDING, FAIR CONSTRUCTION

By execution of this Agreement, the parties acknowledge that they have read and understand each provision, term, and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be constructed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

NON-APPROPRIATION AND RIGHT TO TERMINATION

The obligations of the City of Galveston to make payments to REPUBLIC SERVICES pursuant to this Agreement are subject to appropriation by the City of Galveston from funds that are lawfully available to be applied to such purpose. The City of Galveston may terminate this Agreement by providing written notice of such termination prior to the first day of any fiscal period of the City of Galveston during which payments are scheduled, but no appropriation has been made. Upon any such termination of this Agreement, all of Galveston's right, title and interest in its obligations under this Agreement, shall terminate effective on the last day of the last fiscal period of City of Galveston for which such an appropriation was made.

NOTICE

All notices to the City should be sent to:

City Manager
City of Galveston
PO Box 779
Galveston, TX 77553
Fax (409) 797-3521

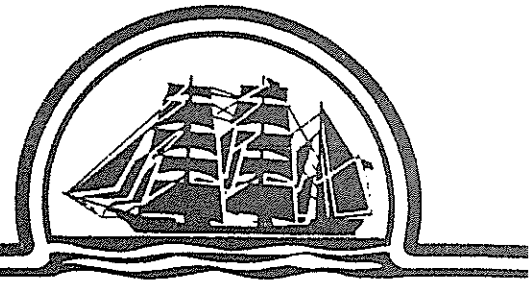
WITH COPY TO:

City Attorney
City of Galveston
PO Box 779
Galveston, TX 77553
Fax (409) 797-3531

All notices to REPUBLIC SERVICES should be sent to:

Richard Lira
5757 Oates, Suite A
Houston, Texas 77078

City of Galveston



Purchasing Division

P.O. Box 779 / Galveston, Texas 77553

AUTHORITY OF SIGNATORY

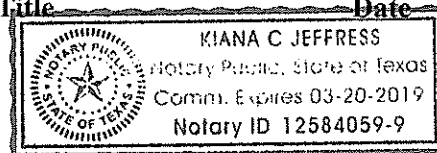
The party signing this Agreement on behalf of the contracted supplier represents to the City that this Agreement and the transactions contemplated in this Agreement and the execution and delivery of this Agreement have been duly authorized by all necessary corporate, partnership, or trust proceedings and actions, including, but not limited to, actions on the part of the directors, officers, and agents of the contracted supplier.

REPUBLIC SERVICES acknowledges that CITY is a municipality incorporated under the laws of the State of Texas, and that all laws regulating and concerning Texas municipalities apply. REPUBLIC SERVICES acknowledges that CITY may only act through its City Council or duly authorized representative. Any act of an employee or officer of the City that is not duly authorized is void.

"Agreed"

Republic Services

By: [Signature] Name Division Controller Title 1/4/2016 Date
STATE OF TEXAS §
COUNTY OF HARRIS §



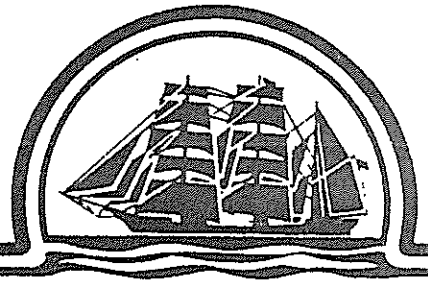
On this day, BEFORE ME, the undersigned, personally appeared JAMES WINGFIELD, the DIVISION CONTROLLER of REPUBLIC SERVICES., and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that 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 4 day of JANUARY, 2016.

[SEAL]

[Signature]
NOTARY PUBLIC in and for the
State of TEXAS

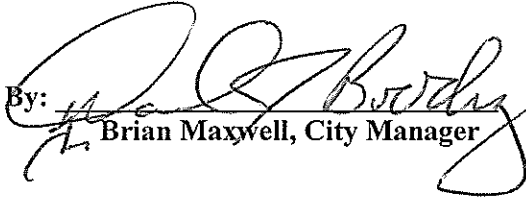
City of Galveston



Purchasing Division

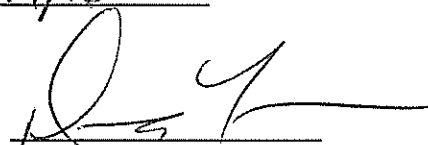
P.O. Box 779 / Galveston, Texas 77553

The City of Galveston, TX

By: 
Brian Maxwell, City Manager

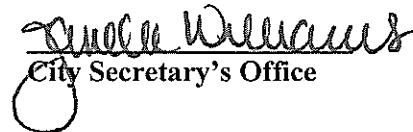
2/19/16
Date

Approved as to Form:


City Attorney's Office

Attest:




City Secretary's Office

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-11823

Date Filed:
02/10/2016

Date Acknowledged:
02/22/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Republic Services
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 goods or services to be provided under the contract.

COG-CON-16-032
Wastewater Sludge hauling and disposal

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____,
20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Republic Services
Houston, TX United States

Certificate Number:
2016-11823

Date Filed:
02/10/2016

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Galveston

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

COG-CON-16-032
Wastewater Sludge hauling and disposal

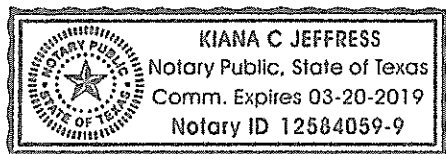
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said James Wingfield, this the 10 day of FEBRUARY 20 16, to certify which, witness my hand and seal of office.

[Signature]
Signature of authorized agent of contracting business entity

[Signature]
Signature of officer administering oath

KIANA C. JEFFRESS
Printed name of officer administering oath

Billing Processor
Title of officer administering oath



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 3

DATE (MM/DD/YYYY)
02/12/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD. SCOTTSDALE, AZ 85255	CONTACT NAME: PHONE (A/C No.Ext): FAX (A/C No.Ext): E-MAIL ADDRESS: certificateteam@ccmsi.com																					
INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: ACE American Insurance Company</td><td>A++</td><td>22667</td></tr><tr><td>INSURER B: Indemnity Insurance Company of NA</td><td>A++</td><td>43575</td></tr><tr><td>INSURER C: ACE Fire Underwriters</td><td>A++</td><td>20702</td></tr><tr><td>INSURER D: Illinois Union Insurance Company</td><td>A++</td><td>27960</td></tr><tr><td>INSURER E: National Liability & Fire Insurance Co</td><td>A++</td><td>20052</td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: ACE American Insurance Company	A++	22667	INSURER B: Indemnity Insurance Company of NA	A++	43575	INSURER C: ACE Fire Underwriters	A++	20702	INSURER D: Illinois Union Insurance Company	A++	27960	INSURER E: National Liability & Fire Insurance Co	A++	20052	INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A: ACE American Insurance Company	A++	22667																				
INSURER B: Indemnity Insurance Company of NA	A++	43575																				
INSURER C: ACE Fire Underwriters	A++	20702																				
INSURER D: Illinois Union Insurance Company	A++	27960																				
INSURER E: National Liability & Fire Insurance Co	A++	20052																				
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: 863546

REVISION NUMBER: 1

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC			HDO G27394425	06/30/2015	06/30/2016	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS -COMP/OP AGG \$ 5,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			ISA H08857799	06/30/2015	06/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY(Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
E	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			43-UMO-100005-03	06/30/2015	06/30/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B A C A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C48152351 - AOS WLR C48152363 - CA/MA/OR SCF C48152375 - WI WCU C48152387 - OH XS TNS C48136254 - TX NS XS	06/30/2015 06/30/2015 06/30/2015 06/30/2015 06/30/2015	06/30/2016 06/30/2016 06/30/2016 06/30/2016 06/30/2016	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Division Number: 4855 - Named Insured Includes: BFI Waste Services of Texas, LP - Dba: Allied Waste Houston Services Group - Republic Services of Houston

CERTIFICATE HOLDERCITY OF GALVESTON
PO BOX 779
GALVESTON, TX 77553-0779
United States**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



ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured when required by written contract.
 Coverage is primary and non-contributory when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.
 Stop gap coverage for ND, WA and WY is covered under policy no. WLR C48152351 and stop gap coverage for OH is covered under policy no. WCU C48152387, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Republic Services, Inc. and its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc. has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C48136254) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability coverage form. The General Liability policy does not contain an endorsement excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form.

The Excess Liability policy is follow form over the General Liability, Automobile Liability and Employer's Liability policies shown on this certificate.



City of Galveston, TX - RFP # 15 - 13

Service Agreement

Transportation Dewatered Domestic Wastewater "Sludge"

June 4th, 2015

Statement of Qualifications

Request for Proposals

To provide transportation of
dewatered domestic wastewater
sludge for the Department of Public
Works



Prepared by



We are guided by our principles as defined in the five R's of the Republic Services' Star:

Respectful Responsible Reliable Resourceful Relentless

We'll handle it from here.™

COVER LETTER

May 22, 2015

Ms. Tifney M Scott
Purchasing Supervisor
City of Galveston
823 25th Street, Room # 306
Galveston, Texas 77550

Re: **RFP No. 15-13 Request for Proposal**
Sludge Waste Hauling Service for the City of Galveston

Dear Ms. Scott:

Enclosed, please find Republic Services' submission to the above referenced Request for Proposal.

This submission conforms to the requirements and addresses all of the required elements for the RFP # 15-13. We have proposed rates for the base service option(s) required in the RFP. We have read and are familiar with the Terms and Conditions of the Request.

Please note that all rates quoted for services in this proposal are exclusive of applicable franchise fees and taxes, and the rates shown herein are predicated upon Republic Services being awarded an exclusive franchise for the services solicited in the RFP. As required, the rates quoted herein will remain firm for a period of One Hundred and Eighty (180) Days from the due date of the RFP # 15-13. The information contained in this Proposal or any part thereof, including its exhibits, schedules and any other documents and instruments delivered or to be delivered to the City, are true, accurate and complete to the proposer's knowledge. This Proposal includes all information necessary to ensure that the statements herein do not in whole or in part mislead the City as to any material facts.

We appreciate the opportunity to provide this response to the City of Galveston and look forward to discuss the services proposed in the response.

All exceptions to the aforementioned RFP are located for your review and consideration in Exhibits (Section 1.8).

Additionally, please note that, should the City accept this proposal, Republic Services reserves the right to negotiate specific terms and conditions of the final contract with the City, including but not limited to rate adjustment methodology, possible fuel protection language, additional fees for services not included in the RFP and franchise fee calculation methodology.

Should you required additional information or clarification as to any of the contents of this response, please do not hesitate to contact me.

Sincerely,



Brian Gonzales

BGonzales3@republicservices.com

Office: 713-948-7600

Fax: 713-378-9206

SE Houston BU221 / Southeast Division General Manager

5301 Brookglen, Houston, TX 77017

www.republicservices.com

Area Intentionally
Left
Blank

RESPONDENT'S CONTACT INFORMATION

	Position	Contact
Brian Gonzales	General Manager 5301 Brookglen Houston, Tx. 77017 bgonzales3@republicservices.com	Direct: 832-386-2314 Fax: 832-386-2356

	Position	Contact
Richard Lira	Mfg. & Environmental Executive 5757A Oates Rd Houston, Tx. 77078 scarroll@republicservices.com	Direct: 713-539-7455 Fax: 480-627-8708

Area Intentionally
Left
Blank

SUBMITTAL LETTER

Ms. Tifney M Scott
Purchasing Supervisor
City of Galveston
823 25th Street, Room # 306
Galveston, Texas 77550

Re: RFP No. 15-13 Request for Proposal
Sludge Waste Hauling Service for the City of Galveston

Dear Ms. Scott,

BFI Waste Services of Texas, LP d/b/a Republic Services of Houston is pleased to submit our proposal in response to the City of Galveston's Request for Proposal dated May 13, 2015 (Solicitation No. 15-13), as it relates to the City's "Franchise" project. Republic Services, Inc. hereby affirms our full commitment to provide the services as required by the City of Galveston.

We are confident we will exceed all of the City's expectations and appreciate the opportunity to present our response that will help the City of Galveston move this program forward with Republic Services.

On behalf of Republic Services, we thank you for your consideration. Should you have any questions, please feel free to contact me.

Sincerely,



Brian Gonzales

BGonzales3@republicservices.com

Office: 713-948-7600

Fax: 713-378-9206

Mobile: 832-386-2314

SE Houston BU221

Southeast Division General Manager

5301 Brookglen, Houston, TX 77017

www.republicservices.com

TABLE OF CONTENTS

TABLE OF CONTENTS

1.0 COMPANY DESCRIPTION

- 1.1 Business Structure
- 1.2 Description of Proposer's Experience
- 1.3 Description of Proposer's Service Implementation Experience
- 1.4 Information Regarding Litigation, Regulatory Actions, And Payment of Liquidated Damages
- 1.5 Financial Information
 - 1.5.1 Financial Statements
 - 1.5.2 Financing Plan (Rate Schedule)
- 1.6 Key Personnel
- 1.7 Billing
- 1.8 Exhibits
 - 1.8.1 Certificate of Liability Insurance
 - 1.8.2 City of Galveston – Bid Bond
 - 1.8.3 Republic Services 2014 Sustainability Report
 - 1.8.4 Exceptions

2.0 PROPOSAL SIGNATURE PAGE

3.0 ADDENDA SIGNATURE PAGES

- 3.1 RFP 15-13 Addendum #1 May 28, 2015

Area Intentionally
Left
Blank

1.1 BUSINESS STRUCTURE

AFFIDAVIT

STATE OF ARIZONA)
) ss.
County of Maricopa)

The undersigned, being duly sworn, deposes and states as follows:

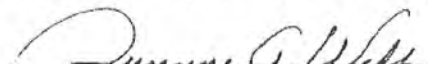
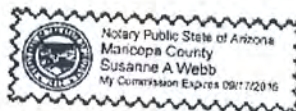
1. I am the duly elected, qualified and acting (i) Assistant Secretary of Republic Services, Inc., a Delaware corporation ("**Republic Parent**"), (ii) Secretary of Allied Waste Industries, LLC, a Delaware limited liability company ("**AWIN**"), (iii) Secretary of Allied Waste North America, Inc., a Delaware corporation ("**AWNA**"), and (iv) Secretary of Allied Waste Landfill Holdings, Inc., a Delaware corporation ("**AWLH**");
2. AWIN is a wholly-owned subsidiary of Republic Parent;
3. AWNA is a wholly-owned subsidiary of AWIN;
4. AWLH is a wholly-owned subsidiary of AWNA;
5. AWLH is the general partner of BFI Waste Services of Texas, L.P, a Delaware limited partnership ("**BFI Texas**");
6. Attached as Exhibit A is an organizational chart tracking the ownership described above;
7. BFI Texas owns and operates a hauling operation located at 8101 E. Little York Rd., Houston, Texas, doing business as "Allied Waste Services of Houston" and "Republic Services of Houston"; and
8. Further Affiant sayeth naught.

DATE: July 25, 2013.


Eileen B. Schuler

25 SUBSCRIBED and SWORN to before me, the undersigned notary public, on July 25, 2013.

My Commission Expires: 9/17/16


Notary Public

CERTIFICATE OF SECRETARY

**RELATING TO THE BID
TO PROVIDE RESIDENTIAL AND COMMERCIAL SOLID WASTE
COLLECTION, TRANSPORTATION,
PROCESSING AND DISPOSAL SERVICES
FOR THE CITY OF DICKINSON
IN THE STATE OF TEXAS**

The undersigned, Secretary of **ALLIED WASTE LANDFILL HOLDINGS, INC.**, a Delaware corporation, the general partner (the "General Partner") of **BFI WASTE SERVICES OF TEXAS, LP**, a Delaware limited partnership (the "Partnership") hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by written consent of the General Partner on July 15, 2011, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that any individual at the time holding the position of Area President, Area Controller, or General Manager be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the General Partner, in its capacity as the General Partner of the Partnership, in connection with the day-to-day business activities of the Partnership, and further, in addition to the foregoing positions, any Municipal Services Director or Area Municipal Services Manager be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Partnership and any bond required by such bid, proposal or contract in accordance with the existing Levels of Authority.

I further certify that **BRIAN GONZALES** holds the title of General Manager and in such capacity each has full authority to act in the name and on behalf of the Partnership as set forth in the foregoing resolution.

WITNESS MY HAND, this 13th day of November, 2014.


Eileen B. Schuler, Secretary

Corporate Data Sheet Report

Corporate Data Sheet Report

As of February 27, 2015

BFI Waste Services of Texas, LP

Formed in Delaware on 03/29/2001

Status:	Current		
Entity Type :	Limited Partnership		
Federal ID #:	86-1024527	Internal #:	8Z
Domicile:			

Primary Address18500 North Allied Way
Phoenix, Arizona 85054**Partners****Title**

Allied Waste Landfill Holdings, Inc.	General Partner
Allied Waste Systems Holdings, Inc.	Limited Partner

Direct Owners

	<u>Registered in</u>	<u>%Ownership</u>
Allied Waste Landfill Holdings, Inc.	Delaware	1.0000 %
Allied Waste Systems Holdings, Inc.	Delaware	99.0000 %

Registrations

		<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Delaware	Formation	3375017		03/29/2001	
Louisiana	Qualification	41012954L		12/06/2012	
Texas	Qualification	00148677-11	18610245278	04/03/2001	

Certificate of Fact

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Coby Shorter, III
Deputy Secretary of State

Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Registration Of Limited Partnership for BFI WASTE SERVICES OF TEXAS, LP (file number 14867711), a DELAWARE, USA, Foreign Limited Partnership, was filed in this office on April 03, 2001.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on February 27, 2015.



Coby Shorter, III
Deputy Secretary of State

Phone: (512) 463-5555
Prepared by: SOS-WEB

Come visit us on the internet at <http://www.sos.state.tx.us>
Fax: (512) 463-5709
TID: 10264

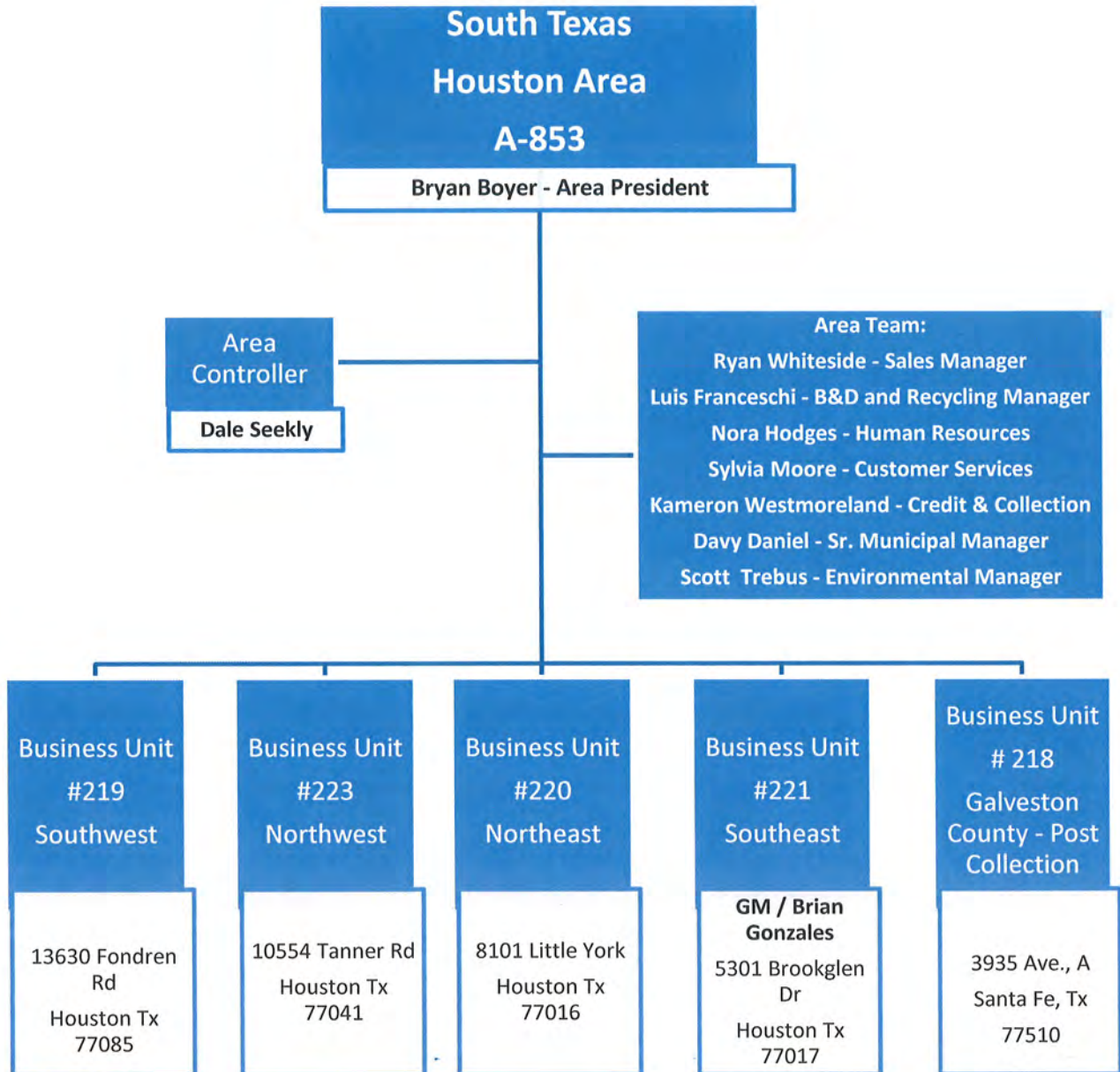
Dial: 7-1-1 for Relay Services
Document: 593610400003

Company Entities



Area Intentionally
Left
Blank

Houston Team and Structure



	Position	Contact
Bryan Boyer	Area President 13630 Fondren Houston, Tx. 77085 bboyer2@republicservices.com	Direct: 713-726-7501 Fax: 713-551-2393

	Position	Contact
Bob Pickens	Vice President Mfg. & Environmental Services 18500 North Allied Way Phoenix, AZ 85054 bpickens@republicservices.com	Direct: 480-627-2700 Fax: N/A

	Position	Contact
Dale Seekely	Area Controller 13630 Fondren Houston, Tx. 77085 dSeekely@republicservices.com	Direct: 713-726-7502 Fax: 713-551-2393

	Position	Contact
Luis Franceschi	Area Bus. Dev. Rec Mgr. 5757A Oates Rd. Houston, Tx. 77078 lfranceschi@republicservices.com	Direct: 713-359-6760 Fax: 713-676-7882

	Position	Contact
Steven Hood	Director Mfg. & Environmental Services 5757A Oates Rd. Houston, Tx 77078 shood@republicservices.com	Direct: 281-701-4551 Fax: N/A

Area Intentionally
Left
Blank

Company Information

The Company's mission statement is to provide industry-leading solid waste and environmental services that exceed our customers' highest expectations. We offer a safe, respectful and rewarding workplace for our employees as we continue to develop a company dedicated to excellence, environmental responsibility, ethical behavior, and increasing shareholder value.

Business description:

Republic Services, Inc. (NYSE:RSG) is a leading provider of environmental services including solid waste collection, transfer, disposal, and recycling. The Company's various operating units provide solid waste services for commercial, industrial, municipal, and residential customers. Republic Service's approximately 31,000 employees currently serve markets in 40 states and Puerto Rico.

Republic Services website:

www.republicservices.com

Ticker symbol:

Republic Services, Inc. is a publicly owned company whose shares are traded on the New York Stock Exchange (NYSE symbol: RSG).

Republic Services, Inc.

The following is a detailed description of Republic Services, Inc., including its mission, history, operating strategy and ownership.

Company Overview

Republic Services, Inc. is the second largest provider of services in the domestic non-hazardous solid waste industry. We provide non-hazardous solid waste collection services to approximately 13 million commercial, industrial, municipal and residential customers through 376 collection companies in 40 states and Puerto Rico. We also own or operate 223 transfer stations, 192 solid waste landfills and 78 recycling facilities. We also operate 74 landfill gas and renewable energy projects. We were incorporated as a Delaware corporation in 1996.

Republic serves millions of residential customers under terms of contracts with more than 2,800 municipalities for waste collection and residential services.

✧ Municipal Contracts	+2,800
✧ Residential Customers:	+12,000,000
✧ Commercial Customers:	+1,000,000

Background and History

Republic Services has been a publicly traded company since July 1, 1998. Our history dates back to the early 1990's when Republic Waste Industries was formed to consolidate a series of regional waste collection companies. The name was changed to Republic Industries and subsequently acquired businesses in several industries, including automotive dealerships and car rental businesses in addition to more than 100 non-hazardous solid waste companies.

Republic Services, Inc. was incorporated as a Delaware corporation on December 21, 1996. In 1998, Republic Industries changed its name to AutoNation. That same year, AutoNation separated its non-hazardous solid waste services division from its other businesses by forming Republic Services, Inc., which completed an initial public offering of shares of common stock. Republic Services, Inc. began trading on the New York Stock Exchange under the ticker symbol "RSG" on July 1, 1998. In 1999, AutoNation sold its remaining interest in Republic Services, Inc. in a secondary public offering. Republic Services continues to enjoy strong growth by offering customers quality services.

Republic Services experienced strong and dramatic growth from 1998 to 2008. In 2008, Republic Services acquired Allied Waste Industries to create a leader in the field of environmental protection and solid waste management.

Corporate Structure and Corporate Qualifications

Republic's corporate headquarters are located at 18500 North Allied Way, Phoenix, AZ 85054. Corporate officers are indicated in the *2011 Annual Report* which can be found on line: <http://www.republicservices.com/Corporate/InvestorRelations/rsg-financial-archive.aspx>.

Associations and Organizations

Republic Services is a member of the following associations and organizations. Republic Services employees are actively engaged in these organizations. In many cases, Republic employees serve on the Boards of Directors and are elected officers in many of these associations.

- Environmental Industries Association (EIA)
- EIA Women's Council
- National Solid Wastes Management Association (NSWMA)
- Solid Waste Association of North America (SWANA)
- Detachable Container Association (DCA)
- Environmental Research and Education Foundation (EREF)
- United States Green Building Council (USGBC)
- Public Affairs Council

Republic Services Classifications

Dun's Identification Number

02-013-8298

U.S. Department of Labor

Occupational Safety and Health Administration
Standard Industrial Classification (SIC) Code - 4953 (Sanitary Services/Refuse Systems)

Federal Employer Identification Number

65-0716904

North American Industry Classification System

The North American Industry Classification System (NAICS, pronounced Nakes) was developed as the standard for use by federal statistical agencies in classifying business establishments for the collection, analysis, and publication of statistical data related to the business economy of the U.S. NAICS was developed under the auspices of the Office of Management and Budget (OMB), and adopted in 1997 to replace the old SIC system.

NAICS Codes applicable to Republic Services, Inc.

Primary:

Solid waste landfills combined with collection and/or hauling of waste materials: 562212

Secondary:

Solid waste collection: 562111

Material Recovery Facilities: 562920

Other non-hazardous waste treatment and disposal: 562920

Industry Position

Republic is among the largest, most experienced, and reputable integrated waste management companies in New York and across the nation. As a result of its merger with Allied Waste Industries, Inc. in December of 2008, Republic is now the second largest integrated waste management company in the United States and, in 2010, reported annual revenue of approximately \$8.2 Billion and total assets of almost \$20 Billion.

Republic has approximately 31,000 employees serving more than 13 million customers through 376 collection operations and the ownership or operation of 194 transfer stations, 191 solid waste landfills 71 recycling facilities, and 74 landfill gas and renewable energy projects across 40 states and Puerto Rico. Two of Republic's landfills feature solar covers, to generate clean energy.

Republic operations in the various U.S. markets are indicated in the graphic, below.



1.2 DESCRIPTION OF PROPOSER'S EXPERIENCE

Experience and Similar Projects

Collection Operations

The following section provides information on select WWTP sludge management services that Republic Services has throughout the **Greater Houston Area**. Please note the Company serves several thousand municipal and government customers. This list is by no means comprehensive, but is simply a sampling of some of the municipalities in the Houston area for which we provide services similar to those requested by the City of Galveston.

- ✿ The City of Sugarland, Texas
- ✿ The City of League City, Texas
- ✿ The City of Texas City, Texas
- ✿ The City of Dickinson, Texas
- ✿ The City of Webster, Texas
- ✿ The City of La Marque, Texas
- ✿ The City of South Houston, Texas

City Information:	City of Sugarland, Texas 111 Gillingham Lane Post Office Box 110 Sugar Land, Texas 77487
Contact Information:	Dawn Steph Environmental Manager (281) 330 -3548 dsteph@sugarlandtx.gov
Service Description:	2x automated cart curbside residential service to 25,000 residences 1x automated cart curbside residential recycling to 25,000 homes Commercial front load service to approximately 1,000 locations, frequencies ranging from 1 time per week to 7 times per week service.
Annual Tonnages Collected:	Commercial - 24,165 Industrial – 23,682
Term of Contract:	2011 – current. Current agreement through 2021

City Information:	City of League City, Texas 300 West Walker Street League City, Texas 77573
Contact Information:	John Baumgartner Assistant Manager - Public Works (281) 554-1414 John.Baumgartner@leaguecity.com
Service Description:	2x rear load curbside residential trash services to 28,000 residences – customer furnished containers Commercial front load service to approximately 700 locations, frequencies ranging from 1 time per week to 6 times per week service.
Annual Tonnages Collected:	Commercial – 18,969 Industrial – 11,628
Term of Contract:	February 2013 – current. Current agreement in force through 2018

City Information:	City of Texas City, Texas 3301 Loop 197 Texas City, Texas 77592
Contact Information:	Mike Stump Solid Waste Manager (409) 229 -1634 mstump@texas-city-tx.org
Service Description:	2x rear load curbside residential trash services to 13,000 residences – customer furnished containers Commercial front load service to approximately 600 locations, frequencies ranging from 1 time per week to 6 times per week service
Annual Tonnages Collected:	Commercial – 13,629
Term of Contract:	Residential Service – Feb 2013 through Jan 2018 Commercial Service - Feb 2013 through Jan 2018

City Information: **City of Dickinson, Texas**
4403 Highway 3
Dickinson, Texas 77539

Contact Information: **Julie M. Robinson**
City Administrator
(281) 337-6204
jrobinson@ci.dickinson.tx.us

Service Description: 2x automated cart curbside residential service to 7,500 residences
1x automated cart curbside residential recycling to 7,500 residences
Commercial front load service to approximately 300 locations,
frequencies ranging from 1 time per week to 6 times per week service.

Annual Tonnages Collected: Commercial - 4,000
Industrial – 500

Term of Contract: March 2015 – February 2020.

City Information: **City of Webster, Texas**
101 Pennsylvania Avenue
Webster, Texas 77598

Contact Information: **Derhyl Hebert**
Director of Community Development
(281) 316-4129
dhebert@cityofwebster.com

Service Description: 2x cart curbside residential service to 600 homes
1x tub curbside residential recycling to 600 homes
Commercial front load service to approximately 700 locations,
frequencies ranging from 1 time per week to 7 times per week service

Annual Tonnages Collected: Commercial – 19,550
Industrial – 14,385

Term of Contract: November 2002 – current. Current agreement in force through
2015

City Information:	City of La Marque, Texas 1111 Bayou Road La Marque, TX 77568
Contact Information:	Carol Buttler City Manager (409) 938-9200 c.buttler@ci.la-marque.tx.us
Service Description:	2x automated cart curbside residential service to 6,000 residences EOW automated cart curbside residential recycling to 1,000 residences Commercial trash service to approximately 200 accounts
Annual Tonnages Collected:	Commercial – 5,725 Industrial – 2,210
Dates of Service:	1995 – current. Current agreement through 2017

City Information:	City of South Houston, Texas 1018 Dallas South Houston, TX 77587
Contact Information:	Lance Avant City Secretary (713) 947-7700 lavant@shpdtx.org
Service Description:	1x automated cart curbside residential service to 3,500 residences Commercial trash service to approximately 300 accounts
Annual Tonnages Collected:	Commercial – 6,100 Industrial – 4,100
Term of Contract:	2008 – current. Current agreement through 2017

Transfer Stations

Successful transfer operations require careful planning, efficient implementation, effective logistics and professional management. This philosophy has made Republic Services one of the nation's most successful waste management firms.

Republic Services provides waste transfer services at 194 locations throughout the United States and Puerto Rico, annually receiving millions of tons of municipal and commercial waste for disposal and recycling. The Company utilizes traditional and specially designed equipment and vehicles to ensure the efficient movement of waste to final disposal locations. A wide variety of transfer stations employ push pits, compactors, enclosed compactor trailers, gravity fed compactor systems, and top-loading open-top trailers. Transfer stations range in size from large urban centers to small rural "green box" stations processing several tons per day.

Republic Services has been designing, constructing and operating municipal waste transfer stations of various sizes and design for almost twenty years. We have transferred millions of tons of municipal and commercial solid wastes to landfills.

Landfills

Republic Services is an industry leader in designing, engineering, building, operating and monitoring of solid waste landfills. Republic Services' landfills are a vital component of an integrated approach to solid waste management. The Company owns or operates 190 active landfills in the U.S. and Puerto Rico. In partnership with communities to preserve valuable resources and extend landfill capacity, Republic provides integrated service incorporating waste reduction, curbside collection, processing and marketing of recyclables, in addition to state-of-the-art landfill management.

Disposal Facilities

The proposal from Republic Services, Inc. anticipates utilization of City of Galveston owned transfer station for the disposal of municipal solid waste collected in the City of Galveston. Company owned and operated Type 1 Landfill sites in the Houston market are listed below.

	Name of Facility	Location	Owner
1	Galveston County Landfill	La Marque / Hitchcock, Texas	Republic Services
2	McCarty Landfill	Houston, Texas	Republic Services
3	Blue Ridge Landfill	Fresno, Texas	Republic Services
4	North County Landfill	League City, Texas	Republic Services

Disaster Recovery Services

In the event Disaster Recovery Services should be necessary in one of Republic Services' partner municipalities, Republic has the nationwide ability to provide personnel, equipment and expertise to assist our partners in their recovery efforts.

In the Houston Area, Republic has extensive infrastructure including 4 hauling hubs and 4 Type 1 landfills. Overviews of the Houston Area infrastructure in the Area are included in this submission. In the rare occurrence that recovery should require assets above what is available in the Area; Republic Services is able to call on our Nationwide Network or "Blue Crew" for the necessary additional assets.

Through the Area and the "Blue Crew", our partners are provided the Hometown Hustle of the local Divisions and Areas backed by the National Muscle of Republic Services. This teamwork assures our partners of timely and complete recovery from disasters.



1.3 DESCRIPTION OF PROPOSER'S SERVICE IMPLEMENTATION EXPERIENCE



CITY OF SUGAR LAND

PUBLIC WORKS

March 1, 2015

Todd Fawcett
General Manager
Republic Services
13630 Fondren
Houston, Texas 77085

Dear Mr. Fawcett:

The City of Sugar Land would like to thank you for the implementation of the exclusive franchise for commercial solid waste. The exclusive franchise was a major change for the City and commercial customers, but Republic Services made the transition a smooth process for all.

Republic Services staff ensured City staff was aware of the implementation process, timeline for implementation and potential issues that could arise during the implementation of the exclusive franchise for commercial solid waste.

Your knowledgeable staff communicated with all commercial customers on multiple occasions prior to the implementation. The early communication allowed the customer to become familiar with the program and your company and it allowed Republic Services staff to identify potential service issues. Because of your forward thinking, the City was able to be proactive in many situations, which made the process easier for everyone.

Your experience with exclusive commercial franchise implementation is an asset to any organization.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dawn Steph".

Dawn Steph
Assistant Director of Public Works

2700 Town Center Blvd. North | Sugar Land, TX 77479-0110 | tel: (281) 275-2700 | fax: (281) 275-2721
www.sugarlandtx.gov

Sample Commercial Solid Waste "Implementation Plan"
City of Sugar Land, Texas Commercial / Industrial Services Program

Key Messages

✿ **April – September**

Commercial solid waste program is changing on October 1. Businesses must utilize Republic Services and will have the option to recycle. Businesses can change service at any time but must change by October 1. Provide Republic Services contact information.

- ✿ City Website updated to reflect changes – April 8
- ✿ Letter to haulers – April 8
- ✿ Initial Letter to businesses, Property Mgmt. and construction companies – April 15
- ✿ Final Letter to businesses, Property Mgmt. and construction companies – August 1
- ✿ Letter to haulers – September 1

Timeline

- ✿ March 19 Stakeholders meeting or Public Hearing for Ordinance changes??
- ✿ April 2 City Council Meeting – 2nd reading of ordinance and contract
- ✿ April 3 Republic Services evaluating current containers
All existing containers must be repainted or replaced within 6 months
- ✿ April 8 Letter mailed to permitted haulers
Current permitted haulers only able to renew until Dec 31, 2013
New solid waste permit applications denied
- ✿ April 12 Closure signs posted at Recycle Center; News Release issued
- ✿ April 15 Letter mailed to all businesses, Property Mgmt. and construction companies
Notification of program requirements and timeline
- ✿ May SLT Newsletter Summer Edition: Recycle Center Closure
- ✿ May 1 Signage and fencing removed from recycle centers
Closure sign posted for additional month
Design Curbside HHW Program advertising/marketing materials
- ✿ May – Aug. Republic visits each business to determine service levels and start dates
Pricing and recycling option presented
Container delivery based on contract start date
- ✿ May 1- 15 Quadrant One
- ✿ May 15 Containers ordered for Quadrant One
- ✿ May 16 – 30 Quadrant Two
- ✿ May 30 Containers ordered for Quadrant Two
- ✿ May 31 Recycle Centers close

- ✿ June 1 – 15 Quadrant Three
- ✿ June 15 Containers ordered for Quadrant Three
- ✿ June 15 – 31 Quadrant Four
- ✿ June 31 Containers ordered for Quadrant Four
- ✿ July 1 Opt Out deadline – Customers Only
- ✿ July 1- 15 Quadrant One
- ✿ July 15 Containers ordered for Quadrant One
- City notified of customers who refuse to change service
- ✿ July 16 – 30 Quadrant Two
- ✿ July 30 Containers ordered for Quadrant Two
- City notified of customers who refuse to change service
- ✿ Aug 1 Letter mailed to all businesses, property management and construction companies
- Reminder of program requirements and timeline
- Republic evaluates temporary containers to ensure service is provided on October 1st.
- ✿ Aug 1 – Sept 31 Agreements made with haulers for customers who do not want service until October 1st.
- Republic containers delivered; Current hauler services Republic container
- ✿ August 1 – 15 Quadrant Three
- ✿ August 15 Containers ordered for Quadrant Three
- City notified of customers who refuse to change service
- ✿ August 15 – 31 Quadrant Four
- ✿ August 31 Containers ordered for Quadrant Four
- City notified of customers who refuse to change service
- ✿ September 1 Letter mailed to permitted haulers
- ✿ October 1 Full implementation of exclusive program and curbside HHW

Area Intentionally
Left
Blank

1.4 INFORMATION REGARDING LITIGATION, REGULATORY ACTIONS, AND PAYMENT OF LIQUIDATED DAMAGES

Short Matter Name	Court Case Number	Filing Date	Matter: Open/Closed	Description	Description of Resolution	Organizational Unit > Org. Unit (w/ path)
Cook, Gloria Vs. Allied	08CV0145	05/15/2008	Closed	Insurance Defense / Auto Liability	Settled	Texas > BFI Waste Services of Texas, LP > 855 Allied Waste Houston Services Group
Jones, Kyle Vs BFI	201225581	05/02/2012	Open	Insurance Defense / Auto Liability	Defense Verdict	Texas > BFI Waste Services of Texas, LP > 855 Allied Waste Houston Services Group
Liberty Insurance Co. Vs. Allied	09-cv-03261	05/15/2008	Closed	Insurance Defense / Auto Liability	Settled	Texas > BFI Waste Services of Texas, LP > 855 Allied Waste Houston Services Group
Wyatt, C. Vs AW	2007-70131	02/18/2008	Closed	Insurance Defense / Auto Liability	MSJ	Texas > BFI Waste Services of Texas, LP > 855 Allied Waste Houston Services Group
Zelaya, Jose Vs BFI Waste Services	2012-18198	03/27/2012	Closed	Insurance Defense / Auto Liability	Settlement	Texas > BFI Waste Services of Texas, LP > 855 Allied Waste Houston Services Group

BFI Waste Services of Texas, LP ("Republic Services") response to this question is, to the best of its knowledge, complete and accurate. Republic Services obtained information responsive to this question entities submitting this proposal. Any such information required for other affiliates or related Republic Services entities that are not involved with this proposal will be provided at the customer's request.

✧ Facility Name: Republic Services of Houston (Little York)
✧ Company Name: BFI Waste Services of Texas, LP
✧ Violation Type: Administrative
✧ Action Caption: Notice of Violation
✧ Action Date: 7/8/2010
✧ Violation Desc.: Allegation that Notice of Registration (NOR) was inactive
✧ Violation Status: Resolved
✧ Resolution: Return to Compliance
✧ Type Issuing Agency: Texas Commission on Environmental Quality, Houston Regional Office (Region 12)

✧ Facility Name: Republic Services of Houston (Little York)
✧ Company Name: BFI Waste Services of Texas, LP
✧ Violation Type: Administrative
✧ Action Caption: Notice of Violation
✧ Action Date: 4/5/2012
✧ Violation Desc.: Alleged Industrial wastewater parameter concentration exceeds permit limits.
✧ Violation Status: Resolved
✧ Resolution: Return to Compliance
✧ Type Issuing Agency: City of Houston, Department of Public Works and Engineering

✧ Facility Name: Republic Services of Houston (Little York)
✧ Company Name: BFI Waste Services of Texas, LP
✧ Violation Type: Administrative
✧ Action Caption: Notice of Enforcement
✧ Action Date: 1/11/2012
✧ Violation Desc.: Allegation that the facility failed to prevent the unauthorized disposal of Class 2 waste from the Halliburton Energy Services, Inc. facility into the Ralston Road Landfill.
✧ Violation Status: Resolved
✧ Resolution: Agreed Order
✧ Type Issuing Agency: Texas Commission on Environmental Quality, Houston Regional Office (Region 12)

✧ Facility Name: Republic Services of Houston (Little York)
✧ Company Name: BFI Waste Services of Texas, LP
✧ Violation Type: Administrative
✧ Action Caption: Notice of Enforcement
✧ Action Date: 1/29/2015
✧ Violation Desc.: Allegations that the transporter failed to dispose of HEPA filters at an authorized landfill. On 9/4/2012, transported 20-cubic yard roll-off containing the waste load of HEPA filters characteristically hazardous for lead (D0008) from HPD Fleet and disposed of the hazardous waste at Tall Pines Landfill.

☆ Violation Status: Pending
☆ Resolution: Agreed Order
☆ Type Issuing Agency: Texas Commission on Environmental Quality, Houston Regional Office (Region 12)

☆ Facility Name: Republic Services of Houston (Little York)
☆ Company Name: BFI Waste Services of Texas, LP
☆ Violation Type: Administrative
☆ Action Caption: Notice of Violation
☆ Action Date: 3/13/2007
☆ Violation Desc.: Allegation that a commercial solid waste dumpster was observed to be missing its drain outlet plug.
☆ Violation Status: Pending
☆ Resolution Type: Return to Compliance
☆ Type Issuing Agency: Harris County Public Health and Environmental Services

☆ Facility Name: Republic Services of Houston (Little York)
☆ Company Name: BFI Waste Services of Texas, LP
☆ Violation Type: Administrative
☆ Action Caption: ADM
☆ Action Date: 4/9/2007
☆ Violation Desc.: Alleged violation of the following: 1) Failed to prevent the transportation of non-hazardous Class I industrial waste for the disposal at an unauthorized site; 2) Failed to update the NOR; 3) Failed to pay outstanding general permits storm water fee for the TCEQ Financial Account No. 20010079 for the fiscal year of 2007.
☆ Violation Status: Resolved
☆ Resolution Type: Agreed Order
☆ Type Issuing Agency: Texas Commission on Environmental Quality

☆ Facility Name: Republic Services of Houston (Little York)
☆ Company Name: BFI Waste Services of Texas, LP
☆ Violation Type: Administrative
☆ Action Caption: NOV
☆ Action Date: 6/23/2006
☆ Violation Desc.: Alleged violation of the following: 1) A rust hole was observed on the right bottom side of a dumpster. The dumpster was also missing a drain outlet plug; 2).About one cup full of a putrescible liquid had been discharged from the same dumpster on the ground adjacent to the dumpster.
☆ Violation Status: Resolved
☆ Resolution Type: Return to Compliance
☆ Type Issuing Agency: Harris County Public Health and Environmental Services

✧ Facility Name: Republic Services of Houston (Little York)
✧ Company Name: BFI Waste Services of Texas, LP
✧ Violation Type: Administrative
✧ Action Caption: Notice of Violation
✧ Action Date: 12/26/2006
✧ Violation Desc.: Alleged violations of the following: 1) Two separate occasions (July 20, 2006 and August 15, 2006), Class-1 waste generated at the Forged Vessel Connections; TCEQ ID #90266, was transported by Allied and disposed in the McCarty Road Landfill as Class-2 wastes; 2) The facilities NOR contained a number of omissions. The facility should update the latest NOR as follows: Waste Streams: the facility should conduct waste classification and notify for all waste streams generated at the site. The streams would include office trash, wastewater treatment sludge and wastewater treatment filters; Waste Management Units: The facility's NOR lists nine active waste management units. None of the units indicate an active waste stream. The facility should update the NOR to accurately reflect waste management on-site; Other: The facility contact and phone numbers, facility and site names should be corrected.

✧ Violation Status: Resolved
✧ Resolution Type: Agreed
✧ Type Issuing Agency: Order Texas Commission on Environmental Quality, Houston Regional Office (Region 12)

✧ Facility Name: Republic Services of Houston (Brookglen)
✧ Company Name: BFI Waste Services of Texas, LP
✧ Violation Type: Administrative
✧ Action Caption: Notice of Violation
✧ Action Date: 8/1/2005
✧ Violation Desc.: Allegation that industrial discharge to the City's sanitary sewer and found sample results does not comply with the limits established in the Permit.

✧ Violation Status: Resolved
✧ Resolution Type: Return to Compliance
✧ Type Issuing Agency: City of Houston, Department of Public Works and Engineering, Wastewater Operations, Industrial Wastewater Service

✧ Facility Name: Republic Services of Houston (Brookglen)
✧ Company Name: BFI Waste Services of Texas, LP
✧ Violation Type: Administrative
✧ Action Caption: Notice of Violation
✧ Action Date: 2/16/2007
✧ Violation Desc.: Allegations of the following: 1) SanitationStandards; 2) Cleanup along route.

✧ Violation Status: Resolved
✧ Resolution Type: Return to Compliance
✧ Type Issuing Agency: Harris County Public Health and Environmental Services

✧ Facility Name: Republic Services of Houston (Brookglen)
✧ Company Name: BFI Waste Services of Texas, LP
✧ Violation Type: Administrative
✧ Action Caption: Notice of Violation
✧ Action Date: 2/16/2007
✧ Violation Desc.: Allegations of the following: 1) Sanitation Standards; 2) Cleanup along route.
✧ Violation Status: Resolved
✧ Resolution Type: Return to Compliance
✧ Type Issuing Agency: Harris County Public Health and Environmental Services

✧ Facility Name: Republic Services of Houston (Brookglen)
✧ Company Name: BFI Waste Services of Texas, LP
✧ Violation Type: Administrative
✧ Action Caption: Notice of Violation
✧ Action Date: 9/18/2006
✧ Violation Desc.: Allegations that on March 22, 2006, BFI Bay Area Hauling transported a Class 1 waste from the generator's facility, NOVA Chemicals, to an unauthorized disposal facility, Galveston County Landfill. The waste was manifested by the generator as a Class 2 waste and the manifest designated an authorized Class 2 Landfill as the destination facility. However, the generator of the waste misclassified the waste stream, and the Class 1 waste was transported and disposed of at an unauthorized facility
✧ Violation Status: Resolved
✧ Resolution Type: Return to Compliance
✧ Type Issuing Agency: Texas Commission on Environmental Quality

✧ Facility Name: Republic Services of Houston (Brookglen)
✧ Company Name: BFI Waste Services of Texas, LP
✧ Violation Type: Administrative
✧ Action Caption: ADM
✧ Action Date: 7/14/2006
✧ Violation Desc.: Alleged violations of the following: 1) Transport driver failed to deliver a Class 1 waste to the appropriately manifested disposal facility. As a result, a Class 1 manifested waste, destined for the Gulf West Landfill, was transported, delivered to, and disposed of in the McCarty Road Landfill; 2) Manifest had a transporter ID of SWR 34734 which has been inactive since 1999. BFI Bay Area Hauling failed to ensure that the manifest was properly completed.
✧ Violation Status: Resolved
✧ Resolution Type: Agreed Order
✧ Type Issuing Agency: Texas Commission on Environmental Quality

✧ Facility Name: Republic Services of Houston (Brookglen)
✧ Company Name: BFI Waste Services of Texas, LP
✧ Violation Type: Administrative
✧ Action Caption: Notice of Violation
✧ Action Date: 10/11/2013
✧ Violation Desc.: Allegation the facility exceeded the zinc limit in the facility discharge permit
✧ Violation Status: Pending
✧ Resolution Type:
✧ Type Issuing Agency: City of Houston

✧ Facility Name: Republic Services of Houston (Brookglen)
✧ Company Name: BFI Waste Services of Texas, LP
✧ Violation Type: Administrative
✧ Action Caption: Notice of Violation
✧ Action Date: 7/21/2011
✧ Violation Desc.: Alleged exceedance of Zinc with a concentration of 4.59 mg/L.
✧ Violation Status: Resolved
✧ Resolution Type: Return to Compliance
✧ Type Issuing Agency: City of Houston, Department of Public Works and Engineering

✧ Facility Name: Republic Services of Houston (Brookglen)
✧ Company Name: BFI Waste Services of Texas, LP
✧ Violation Type: Administrative
✧ Action Caption: Notice of Violation
✧ Action Date: 11/2/2011
✧ Violation Desc.: Alleged exceedance of discharge limit
✧ Violation Status: Resolved
✧ Resolution Type: Return to Compliance
✧ Type Issuing Agency: City of Houston, Department of Public Works and Engineering

✧ Facility Name: Republic Services of Houston (Brookglen)
✧ Company Name: BFI Waste Services of Texas, LP
✧ Violation Type: Administrative
✧ Action Caption: Notice of Violation
✧ Action Date: 4/24/2012
✧ Violation Desc.: Allegation that a composite sample of industrial discharge did not comply with permit limitations.
✧ Violation Status: Resolved
✧ Resolution Type: Return to Compliance
✧ Type Issuing Agency: City of Houston, Department of Public Works and Engineering

✧ Facility Name: Republic Services of Houston (Brookglenn)
✧ Company Name: BFI Waste Services of Texas, LP
✧ Violation Type: Administrative
✧ Action Caption: Notice of Violation
✧ Action Date: 10/28/2010
✧ Violation Desc.: Allegation: 1) Failed to control dust emission from vehicular parking surfaces more than five spaces; 2) Failed to maintain roads/streets/alleys without Dust emission precautions.

✧ Violation Status: Resolved
✧ Resolution Type: Return to Compliance
✧ Type Issuing Agency: City of Houston Department of Health and Human Services, Environmental Health Division

✧ Facility Name: Republic Services of Houston (Brookglenn)
✧ Company Name: BFI Waste Services of Texas, LP
✧ Violation Type: Administrative
✧ Action Caption: Notice of Violation
✧ Action Date: 12/6/2009
✧ Violation Desc.: Allegation that on 4/4/2008, Allied Waste transported three loads of Class 1 waste from Stolthaven Terminal (SWR 33722) to McCarty Road Landfill, which is not authorized for the disposal of Class 1 waste.

✧ Violation Status: Resolved
✧ Resolution Type: Agreed Order
✧ Type Issuing Agency: Texas Commission on Environmental Quality

✧ Facility Name: Houston Sort Center
✧ Company Name: BFI Waste Services of Texas, LP
✧ Violation Type: Administrative
✧ Action Caption: Notice of Violation
✧ Action Date: 1/15/2007
✧ Violation Desc.: Allegation of not receiving the required 2005 - 2.8% inflation adjustment.

✧ Violation Status: Resolved
✧ Resolution Type: Return to Compliance
✧ Type Issuing Agency: Texas Commission on Environmental Quality

✧ Facility Name: Houston Sort Center
✧ Company Name: BFI Waste Services of Texas, LP
✧ Violation Type: Administrative
✧ Action Caption: Notice of Enforcement
✧ Action Date: 8/30/2011
✧ Violation Desc.: Allegations that the facility failed to: 1) have a current and valid UST delivery certificate; and 2) provide proper release detection for USTs.

✧ Violation Status: Resolved
✧ Resolution Type: Agreed Order

✧ Type Issuing Agency: Texas Commission on Environmental Quality, Houston Regional Office (Region 12)

✧ Facility Name: Houston Sort Center
✧ Company Name: BFI Waste Services of Texas, LP
✧ Violation Type: Administrative
✧ Action Caption: Notice of Violation
✧ Action Date: 5/23/2014
✧ Violation Desc.: Alleged violations include: 1) Failed to have a copy of the approved application for MSW Registration No. 40098; 2) Failed to record fence and gate inspections at the required frequency. Additionally, the facility failed to record daily windblown waste collection inspections.
✧ Violation Status: Resolved
✧ Resolution Type: Return to Compliance
✧ Type Issuing Agency: Texas Commission on Environmental Quality, Houston Regional Office (Region 12)

✧ Facility Name: Allied Waste Services of West Houston
✧ Company Name: BFI Waste Services of Texas, LP
✧ Violation Type: Administrative
✧ Action Caption: Notice of Violation
✧ Action Date: 4/23/2009
✧ Violation Desc.: Allegations: 1) Failed to identify non-storm water discharges that qualified for permit coverage; 2) Failed to include in the SWP3 a survey of potential non-storm water sources or procedures used to evaluate or eliminate any potential non-storm water sources; 3) Did not include a non-storm water certification identifying how the non-storm water source was evaluated, results of the evaluation or tests and the points in the storm water system that were observed; 4) The investigation discovered numerous spills, leaks and used absorbent materials on the north truck parking lot; oil residue was also noted in the storm outlets located in the north truck parking lot and outfall 01. Did not include the potential of spills and leaks from overnight parking of trucks in the SWP3 as a potential source of pollutants that may reasonably be expected to add pollutants to storm water; 5) The Site Map included in the SWP3 did not include drainage areas, underground piping connections or discharges to the municipal separate storm sewer system; structural control devices or physical features were not clearly identified on the Site Map and locations of reportable quantity spills or leaks were not identified on the Site Map; 6) Failed to maintain updated spills or leaks on a quarterly basis for permitted period 2006, 2007 and 2008; 7) Did not have a summary of laboratory analyses for permitted period 2006, 2007 and 2008; 8) Did not include the north truck parking lot as an area where spills could contribute pollutants to storm water discharges, nor were procedures developed or implemented to minimize or prevent contamination of storm water from spills. Failed to

provide in the SWP3 an inventory of spill cleanup materials and equipment; 9) SWP3 did not include a maintenance program for their storm water structure (I.e. Oil/water separator), nor did it identify a qualified personnel to conduct the inspections and establish inspection and maintenance schedules. Failed to provide documentation of estimated volumes removed from the oil/water separator; 10) Failed to provide quarterly visual monitoring for three quarters in 2006, four quarters in 2007 and the 1st quarter in 2008; 11) Failed to make available records of inspections, spills, employee training and SWP3 updates/modifications.

✧ Violation Status: Resolved
✧ Resolution Type: Paid Fine
✧ Type Issuing Agency: City of Houston, Department of Public Works and Engineering

✧ Facility Name: Allied Waste Services of Rio Grande Valley
✧ Company Name: BFI Waste Services of Texas, LP
✧ Violation Type: Administrative
✧ Action Caption: Notice of Violation
✧ Action Date: 4/16/2007
✧ Violation Desc.: Allegations of the following: 1) Repair exit and/or emergency lights; 2) Have fire extinguisher/s checked by a licensed inspector on an annual basis.
✧ Violation Status: Resolved
✧ Resolution Type: Return to Compliance
✧ Type Issuing Agency: City of Mission Fire Department

✧ Facility Name: Allied Waste Services of Corpus Christi
✧ Company Name: BFI Waste Services of Texas, LP
✧ Violation Type: Administrative
✧ Action Caption: Notice of Violation for Compliance Evaluation Investigation
✧ Action Date: 12/12/2013
✧ Violation Desc.: Allegations of the following: 1) Failed to determine if solid waste generated is hazardous and to classify any nonhazardous waste; 2) Failed to maintain documentation on site immediately upon generation for each waste stream as it pertains to hazardous wastes determinations and waste classifications; 3) Failed to submit to the executive director in writing, at a minimum, the following information: the type(s) of industrial solid waste or municipal hazardous waste to be recycled, the method of storage prior to recycling, and the nature of the recycling activity, 90 days prior to recycling of industrial solid waste or municipal hazardous waste.
✧ Violation Status: Resolved
✧ Resolution Type: Return to Compliance
✧ Type Issuing Agency: Texas Commission of Environmental Quality, Region 14

☆ Facility Name: Allied Waste Services of Beaumont
☆ Company Name: BFI Waste Services of Texas, LP
☆ Violation Type: Administrative
☆ Action Caption: Notice of Violation for Compliance Evaluation Investigation
☆ Action Date: 5/20/2009
☆ Violation Desc.: Alleged: 1) Failure to notify TCEQ prior to changing the company name; 2) Failure to maintain a copy of the registration in each vehicle; 3) Failure to accurately complete the Annual Summary; 4) F Area of concern Description: 1) Failure to notify TCEQ prior to changing the company name; 2) Failure to maintain a copy of the registration in each vehicle; 3) Failure to accurately complete the Annual Summary.
☆ Violation Status: Resolved
☆ Resolution Type: Return to Compliance
☆ Type Issuing Agency: Texas Commission on Environmental Quality, Beaumont Regional Office (Region 10)

☆ Facility Name: Allied Waste Services of Beaumont
☆ Company Name: BFI Waste Services of Texas, LP
☆ Violation Type: Administrative
☆ Action Caption: Notice of Enforcement
☆ Action Date: 5/26/2006
☆ Violation Desc.: Alleged failure to transport contaminated soil to an authorized facility. A 30 yard roll-off container was picked up from Entergy Gulf States on February 10, 2006, and taken for disposal to the BFI Golden Triangle Landfill for disposal. BFI Golden Triangle Landfill is not authorized to received contaminated soil containing hydrocarbons in excess of 1500 mg/Kg. The waste should have been hauled to Gulfwest Landfill in Chambers County.
☆ Violation Status: Resolved
☆ Resolution Type: Agreed Order
☆ Type Issuing Agency: Texas Commission on Environmental Quality, Beaumont Regional Office (Region 10)

☆ Facility Name: Allied Waste Services of Beaumont
☆ Company Name: BFI Waste Services of Texas, LP
☆ Violation Type: Administrative
☆ Action Caption: Notice of Violation
☆ Action Date: 1/20/2010
☆ Violation Desc.: Alleged Failure to properly complete the trip tickets.
☆ Violation Status: Resolved
☆ Resolution Type: Return to Compliance
☆ Type Issuing Agency: Texas Commission on Environmental Quality, Beaumont Regional Office (Region 10)

✧ Facility Name:	Allied Waste Services of Beaumont
✧ Company Name:	BFI Waste Services of Texas, LP
✧ Violation Type:	Administrative
✧ Action Caption:	Notice of Violation
✧ Action Date:	11/29/2010
✧ Violation Desc.:	Alleged Failure to properly complete the trip tickets.
✧ Violation Status:	Resolved
✧ Resolution Type:	Return to Compliance
✧ Type Issuing Agency:	Texas Commission on Environmental Quality, Beaumont Regional Office (Region 10)

Area Intentionally
Left
Blank

1.5 FINANCIAL INFORMATION

1.5.1 Financial Statements

Audited Financial Statements

Audited annual Financial Statements for past two years in compliance with FASB

The accompanying notes are an integral part of these financial statements. For more information, please visit

<http://www.republicservices.com/Corporate/InvestorRelations/investor-relations.aspx>

Area Intentionally
Left
Blank

**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM
ON INTERNAL CONTROL OVER FINANCIAL REPORTING**

The Board of Directors and Stockholders of Republic Services, Inc.:

We have audited Republic Services, Inc.'s internal control over financial reporting as of December 31, 2013, based on criteria established in Internal Control – Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (1992 framework) (the COSO criteria). Republic Services, Inc.'s management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Report of Management on Republic Services, Inc.'s Internal Control over Financial Reporting. Our responsibility is to express an opinion on Republic Services, Inc.'s internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, Republic Services, Inc. maintained, in all material respects, effective internal control over financial reporting as of December 31, 2013, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of Republic Services, Inc. as of December 31, 2013 and 2012, and the related consolidated statements of income, comprehensive income, stockholders' equity, and cash flows for each of the three years in the period ended December 31, 2013 of Republic Services, Inc. and our report dated February 12, 2014 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

Phoenix, Arizona
February 12, 2014

REPUBLIC SERVICES, INC.
CONSOLIDATED BALANCE SHEETS
 (in millions, except per share data)

	December 31, 2013	December 31, 2012
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 213.3	\$ 67.6
Accounts receivable, less allowance for doubtful accounts of \$38.3 and \$45.3, respectively	890.7	836.6
Prepaid expenses and other current assets	200.3	209.3
Deferred tax assets	117.6	117.8
Total current assets	1,421.9	1,231.3
Restricted cash and marketable securities	169.7	164.2
Property and equipment, net	7,036.8	6,910.3
Goodwill	10,724.1	10,690.0
Other intangible assets, net	315.8	358.7
Other assets	280.9	262.4
Total assets	<u>\$ 19,949.2</u>	<u>\$ 19,616.9</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 511.4	\$ 474.5
Notes payable and current maturities of long-term debt	15.7	19.4
Deferred revenue	301.8	313.2
Accrued landfill and environmental costs, current portion	178.7	195.5
Accrued interest	68.2	68.8
Other accrued liabilities	641.3	623.6
Total current liabilities	1,717.1	1,695.0
Long-term debt, net of current maturities	7,002.4	7,051.1
Accrued landfill and environmental costs, net of current portion	1,464.3	1,420.6
Deferred income taxes and other long-term tax liabilities	1,185.4	1,232.7
Self-insurance reserves, net of current portion	294.9	290.9
Other long-term liabilities	379.0	220.9
Commitments and contingencies		
Stockholders' equity:		
Preferred stock, par value \$0.01 per share; 50 shares authorized; none issued	-	-
Common stock, par value \$0.01 per share; 750 shares authorized; 411.0 and 405.2 issued including shares held in treasury, respectively	4.1	4.1
Additional paid-in capital	6,764.9	6,588.9
Retained earnings	2,632.7	2,403.2
Treasury stock, at cost (50.6 and 44.1 shares, respectively)	(1,501.2)	(1,287.1)
Accumulated other comprehensive income (loss), net of tax	3.0	(5.8)
Total Republic Services, Inc. stockholders' equity	7,903.5	7,703.3
Noncontrolling interests	2.6	2.4
Total stockholders' equity	7,906.1	7,705.7
Total liabilities and stockholders' equity	<u>\$ 19,949.2</u>	<u>\$ 19,616.9</u>

The accompanying notes are an integral part of these financial statements.

REPUBLIC SERVICES, INC.
CONSOLIDATED STATEMENTS OF INCOME
 (in millions, except per share data)

	Years Ended December 31,		
	2013	2012	2011
Revenue	\$ 8,417.2	\$ 8,118.3	\$ 8,192.9
Expenses:			
Cost of operations	5,234.7	5,005.7	4,865.1
Depreciation, amortization and depletion	877.4	848.5	843.6
Accretion	76.6	78.4	78.0
Selling, general and administrative	853.8	820.9	825.4
Negotiation and withdrawal costs – Central States Pension and Other Funds	157.7	35.8	-
(Gain) loss on disposition of assets and impairments, net	(1.9)	(2.7)	28.1
Restructuring charges	8.6	11.1	-
Operating income	1,210.3	1,320.6	1,552.7
Interest expense	(360.0)	(388.5)	(440.2)
Loss on extinguishment of debt	(2.1)	(112.6)	(210.8)
Interest income	0.7	1.0	0.3
Other income, net	2.3	3.4	4.3
Income before income taxes	851.2	823.9	906.3
Provision for income taxes	262.1	251.8	317.4
Net income	589.1	572.1	588.9
Net (income) loss attributable to noncontrolling interests	(0.2)	(0.3)	0.3
Net income attributable to Republic Services, Inc.	\$ 588.9	\$ 571.8	\$ 589.2
Basic earnings per share attributable to Republic Services, Inc. stockholders:			
Basic earnings per share	\$ 1.63	\$ 1.56	\$ 1.57
Weighted average common shares outstanding	362.1	366.9	376.0
Diluted earnings per share attributable to Republic Services, Inc. stockholders:			
Diluted earnings per share	\$ 1.62	\$ 1.55	\$ 1.56
Weighted average common and common equivalent shares outstanding	363.4	368.0	377.6
Cash dividends per common share	\$ 0.99	\$ 0.91	\$ 0.84

REPUBLIC SERVICES, INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
 (in millions)

	Years Ended December 31,		
	2013	2012	2011
Net income	\$ 589.1	\$ 572.1	\$ 588.9
Other comprehensive income (loss), net of tax			
Hedging activity:			
Settlements	1.7	0.9	(25.3)
Realized (gains) losses reclassified into earnings	(0.2)	(2.3)	4.9
Unrealized gains	2.3	2.8	1.3
Pension activity:			
Change in funded status of pension plan obligations	7.1	15.6	(20.7)
Gains related to pension settlement reclassified to earnings	(2.1)	(1.3)	(3.6)
Other comprehensive income (loss), net of tax	8.8	15.7	(43.4)
Comprehensive income	597.9	587.8	545.5
Comprehensive (income) loss attributable to noncontrolling interests	(0.2)	(0.3)	0.3
Comprehensive income attributable to Republic Services, Inc.	<u>\$ 597.7</u>	<u>\$ 587.5</u>	<u>\$ 545.8</u>

Area Intentionally
 Left
 Blank

REPUBLIC SERVICES, INC.
CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY
 (in millions)

	Republic Services, Inc. Stockholders' Equity							
	Common Stock		Additional Paid-In Capital	Retained Earnings	Treasury Stock		Accumulated Other Comprehensive Income (Loss), Net of Tax	Noncontrolling Interests
	Shares	Amount			Shares	Amount		
Balance as of December 31, 2010	400.2	\$ 4.0	\$ 6,431.1	\$ 1,890.3	(16.5)	\$ (500.8)	\$ 21.9	\$ 2.4
Net income	-	-	-	589.2	-	-	-	(0.3)
Change in the value of derivative instruments, net of tax of \$13.4	-	-	-	-	-	-	(19.1)	-
Employee benefit plan liability adjustments, net of tax of \$17.1	-	-	-	-	-	-	(24.3)	-
Cash dividends declared	-	-	-	(314.1)	-	-	-	-
Issuances of common stock	1.9	-	43.2	-	-	-	-	-
Stock-based compensation	-	-	21.3	(0.7)	-	-	-	-
Purchase of common stock for treasury	-	-	-	-	(15.7)	(460.7)	-	-
Balance as of December 31, 2011	402.1	4.0	6,495.6	2,164.7	(32.2)	(961.5)	(21.5)	2.1
Net income	-	-	-	571.8	-	-	-	0.3
Change in the value of derivative instruments, net of tax of \$1.0	-	-	-	-	-	-	1.4	-
Employee benefit plan liability adjustments, net of tax of \$12.2	-	-	-	-	-	-	14.3	-
Cash dividends declared	-	-	-	(332.5)	-	-	-	-
Issuances of common stock	3.1	0.1	72.3	-	-	-	-	-
Stock-based compensation	-	-	21.0	(0.8)	-	-	-	-
Purchase of common stock for treasury	-	-	-	-	(11.9)	(325.6)	-	-
Balance as of December 31, 2012	405.2	4.1	6,588.9	2,403.2	(44.1)	(1,287.1)	(5.8)	2.4
Net income	-	-	-	588.9	-	-	-	0.2
Change in the value of derivative instruments, net of tax of \$2.7	-	-	-	-	-	-	3.8	-
Employee benefit plan liability adjustments, net of tax of \$3.4	-	-	-	-	-	-	5.0	-
Cash dividends declared	-	-	-	(357.3)	-	-	-	-
Issuances of common stock	5.8	-	158.8	-	-	-	-	-
Stock-based compensation	-	-	17.2	(2.1)	-	-	-	-
Purchase of common stock for treasury	-	-	-	-	(6.5)	(214.1)	-	-
Balance as of December 31, 2013	411.0	\$ 4.1	\$ 6,764.9	\$ 2,632.7	(50.6)	\$ (1,501.2)	\$ 3.0	\$ 2.6

Area Intentionally
Left
Blank

REPUBLIC SERVICES, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
 (in millions)

	Years Ended December 31,		
	2013	2012	2011
Cash provided by operating activities:			
Net income	\$ 589.1	\$ 572.1	\$ 588.9
Adjustments to reconcile net income to cash provided by operating activities:			
Depreciation, amortization, depletion and accretion	954.0	926.9	921.6
Non-cash interest expense	47.5	58.4	75.4
Restructuring related charges	8.6	11.1	-
Stock-based compensation	19.2	21.2	20.6
Deferred tax (benefit) provision	(38.5)	83.9	334.8
Provision for doubtful accounts, net of adjustments	16.1	29.7	21.0
Loss on extinguishment of debt	2.1	112.6	210.8
(Gain) loss on disposition of assets, net and asset impairments	(11.0)	(14.1)	6.1
Withdrawal liability - Central States Pension Fund and Other Funds	140.7	30.7	-
Environmental adjustments	83.7	62.4	3.6
Excess income tax benefit from stock option exercises and other non-cash items	(6.7)	(4.1)	(9.2)
Change in assets and liabilities, net of effects from business acquisitions and divestitures:			
Accounts receivable	(61.6)	(37.2)	(16.0)
Prepaid expenses and other assets	(25.9)	(13.9)	(5.1)
Accounts payable	37.9	(49.6)	11.9
Restructuring and synergy related expenditures	(15.8)	(70.3)	(3.0)
Capping, closure and post-closure expenditures	(85.6)	(77.6)	(105.7)
Remediation expenditures	(122.5)	(73.1)	(45.0)
Other liabilities	16.9	(55.3)	(244.0)
Cash provided by operating activities	1,548.2	1,513.8	1,766.7
Cash used in investing activities:			
Purchases of property and equipment	(880.8)	(903.5)	(936.5)
Proceeds from sales of property and equipment	23.9	28.7	34.6
Cash used in business acquisitions and development projects, net of cash acquired	(68.7)	(95.3)	(42.6)
Cash proceeds from divestitures, net of cash divested	2.7	9.6	14.2
Change in restricted cash and marketable securities	(5.5)	23.2	(16.8)
Other	(5.4)	(0.3)	(3.1)
Cash used in investing activities	(933.8)	(937.6)	(950.2)
Cash used in financing activities:			
Proceeds from notes payable and long-term debt	1,219.2	2,771.4	1,416.4
Proceeds from issuance of senior notes, net of discount	-	847.6	1,844.9
Payments of notes payable and long-term debt	(1,278.1)	(3,568.2)	(3,224.5)
Premiums paid on extinguishment of debt	-	(25.8)	(89.6)
Fees paid to issue and retire senior notes and certain hedging relationships	(1.6)	(17.5)	(58.8)
Issuances of common stock	150.8	70.4	40.7
Excess income tax benefit from stock option exercises	3.8	1.9	2.5
Purchases of common stock for treasury	(214.1)	(325.6)	(460.7)
Cash dividends paid	(348.5)	(329.1)	(309.4)
Distributions paid to noncontrolling interests	(0.2)	-	-
Cash used in financing activities	(468.7)	(574.9)	(838.5)
Increase (decrease) in cash and cash equivalents	145.7	1.3	(22.0)
Cash and cash equivalents at beginning of year	67.6	66.3	88.3
Cash and cash equivalents at end of year	\$ 213.3	\$ 67.6	\$ 66.3

The accompanying notes are an integral part of these financial statements.

PROPOSED RATES
SLUDGE HAULING
SERVICE

Container Size	Pickup Frequency per Week	Unit Price per Container (rate includes haul plus disposal)
40 Cubic Yard	1	\$550.00
	2	\$550.00
	3	\$550.00
	4	\$550.00
	5	\$550.00
	6	\$550.00
	Extra P/U	\$550.00
20 Cubic Yard	1	\$550.00
	2	\$550.00
	3	\$550.00
	4	\$550.00
	5	\$550.00
	6	\$550.00
	Extra P/U	\$550.00

****NOTE****

Republic Services permitted allowable weight limit is 10 tons per load
Any loads over 10 tons will not be serviced due to safety and legal concerns

PROPOSED RATES FOR ROLL OFF SERVICE

Container Size	Haul Rate	Rental Rate
20 Yard	\$550.00	\$270.00 Monthly
30 Yard	\$550.00	\$350.00 Monthly
40 Yard	\$550.00	\$350.00 Monthly

****NOTE****

Republic Services permitted allowable weight limit is 10 tons per load
Any loads over 10 tons will not be serviced due to safety and legal concerns

1.6 KEY PERSONNEL

Corporate Officers

Corporate officers for parent company Republic Services, Inc. are listed below with an accompanying brief biography. Additional information is available in Republic's *2010 Annual Report*.



Donald W. Slager, President and Chief Executive Officer

On January 1, 2011, Don Slager was named president and chief executive officer of Republic Services. Don served as president and chief operating officer of Allied Waste from 2005 to 2008 and assumed the same position with Republic Services as the result of the merger of Allied Waste and Republic in December 2008. Don was executive vice president and chief operating officer of Allied Waste between June 2003 and December 2004. Don also served as senior vice president - operations between December 2001 and June 2003; vice president - operations from February 1998 to December 2001; assistant vice president - operations from June 1997 to February 1998; and regional vice president of the West Region from June 1996 to June 1997.

Don served as district manager for the Chicago Metro District between 1992 and 1996. Before Allied's acquisition of National Waste Services in 1992, he served at National Waste Services as general manager from 1990 to 1992 and in other management positions beginning in 1985. Don began his career in the waste industry in 1980 working for Waste Management, Inc. He has completed the Northwestern University Kellogg School Advanced Executive Program and holds a certificate from the Stanford University Board Consortium Development Program.



Charles F. Serianni, Executive Vice President - Chief Financial Officer

Charles F. Serianni was appointed Executive Vice President - Chief Financial Officer, in August 2014. Mr. Serianni is a seasoned senior executive with 30 years of experience in a variety of progressively more responsible roles. He was named Vice President, Region Controller for the Company's West Region in July 2013. Before that, Mr. Serianni served as our Assistant Controller starting in June 1998 and progressed to Senior Vice President, Chief Accounting Officer in December 2008. He served as the Accounting Operations Director for Republic Industries, Inc. (AutoNation) from February 1997 to June 1998. Before that, Mr. Serianni served as the Accounting Operations Director for Sunglass Hut International, Inc. from May 1993 to February 1997, and as the Manager, Accounting and Auditing Services for Deloitte & Touche from September 1984 to May 1993.



Brian Bales, Executive Vice President, Business Development

Brian Bales was named executive vice president, business development at Republic Services in December 2008 as a result of the merger of Republic and Allied Waste. Brian served as vice president corporate development at Republic Services from December 1998 to the time of the merger. Prior to joining Republic, Brian held various management positions with Ryder System, Inc. between 1993 and 1998 including director of finance, senior manager of strategic planning and development, and manager of financial planning and analysis.

From 1988 to 1993, Brian served as chief financial officer of a group of television production and post-production companies. Brian was a staff accountant in Price Waterhouse's Entrepreneurial Business Services practice from 1986 to 1988. Brian holds a Bachelor of Arts degree in business administration, majoring in accounting, from the University of Tennessee and is a Certified Public Accountant.



Michael P. Rissman, Executive VP, General Counsel and Corporate Secretary

Mike was named executive vice president, general counsel and corporate secretary of Republic Services in August 2009. Prior to that, he was appointed acting general counsel and corporate secretary of Republic Services in March 2009. He joined Allied Waste as vice president and deputy general counsel in 2007, and he took these same positions at Republic after our merger with Allied Waste in 2008.

Prior to joining Allied Waste, Mike was a partner at Mayer, Brown, Rowe & Maw, LLP, in Chicago. During his 17 years with Mayer Brown, he built a national litigation, transactional, and regulatory practice, which included managing a variety of solid and hazardous waste matters for a number of clients.

Mike began his law career in 1986 when he served as law clerk to U.S. District Judge Prentice Marshall in Chicago. Next, he worked as an associate at Wilmer, Cutler & Pickering in Washington, DC, before joining Mayer Brown.

Mike earned his A.B. from Harvard University, graduating magna cum laude in economics, and his J.D. with honors from the University of Chicago Law School.



Jeff Hughes, Executive Vice President, Human Resources

Jeff Hughes has served as executive vice president, human resources of Republic Services since December 2008. He leads activities related to organizational effectiveness, reward and recognition systems, management development, succession planning, labor and employee relations, and occupational safety.

Prior to the Republic merger with Allied Waste Industries, Jeff worked 18 years for Allied holding various leadership positions in both the field organization and at the corporate headquarters, culminating with senior vice president for eastern operations in 2004. Previously, Jeff was the assistant vice president of operations support at the Allied Waste corporate headquarters in Scottsdale, Arizona.

Jeff grew up in Kenosha, Wisconsin, and attended Ripon College where he earned a bachelor's degree in politics and government.



Jon Vander Ark, Executive Vice President, Customer Development

Jon Vander Ark is Executive Vice President, Customer Development, a role he assumed in January 2013. He is responsible for leading efforts in customer segmentation, marketing, product development, innovation and competitive differentiation.

Most recently, Mr. Vander Ark was a partner in the Detroit office of McKinsey & Company—one of the world's leading management consulting firms. He managed clients across a variety of industries, including transportation, logistics, manufacturing, and consumer products. He also was a leader in McKinsey's Marketing and Sales Practice.

Mr. Vander Ark has published extensively on marketing and sales related topics and has been covered in many leading publications including *Harvard Business Review*, *Economist*, *Forbes*, *Investor's Business Daily*, and *McKinsey Quarterly*. He serves on the board of Hope Water Project, a non-profit focused on providing sustainable water solutions in Kenya.

Local Management

Our local management teams have extensive industry experience in growing, operating and managing solid waste companies and have substantial experience in their local geographic markets. This allows us to quickly respond to and meet our customers' needs and stay in touch with local businesses and municipalities. Each regional management team includes a region president, vice president, vice president-controller, vice president of human resources, vice president of sales, vice president of

operations support, director of safety, director of engineering and environmental management, and director of market planning and development.

We believe our strong regional management teams allow us to effectively and efficiently drive our initiatives and help ensure consistency throughout the organization. Our regional management teams and area presidents have extensive authority, responsibility and autonomy for operations within their respective geographic markets. As a result of retaining experienced managers with extensive knowledge of, and involvement in, their local communities, we are proactive in anticipating customers' needs and adjusting to changes in our markets. We also seek to implement the best practices of our various regions, areas and business units throughout our operations to continue improving our operations and our operating margins.

Nathan Cabbil, Region President, West

Nathan Cabbil was named Region President, West Region in 2014. In this position, he is responsible for \$1.6 billion in revenues in the western states of Washington, Oregon, Idaho, Montana, California, Arizona, Utah, Colorado, Texas, New Mexico and Louisiana. The region has over 5,000 employees which includes a region staff of twenty.

Before joining Republic Services in 2013, Nathan held executive positions with Philips Healthcare and GE Healthcare. He began his career at General Electric. Nathan holds a Bachelor of Science degree in Chemical Engineering from Wayne State University.

Key Management Team

The following is a listing of the personnel involved in the preparation of the proposal and a narrative that defines the position, responsibilities, experiences and qualifications that each possess. It is expected that, if selected, these employees will be involved in implementing the proposal by Republic Services, Inc.

✧	Nathan Cabbil,	Region President – Operations
✧	Robert Boyer,	Area President
✧	Dale Seekely,	Area Controller
✧	Brian Gonzales,	General Manager
✧	James Wingfield,	Division Controller
✧	Steve Carroll,	Manager of Business Development
✧	Ken Valihora,	Assistant General Manager
✧	Jay Kline,	Operations Manager
✧	Chris Wallace	Operations Manager
✧	Donald Tucker,	Maintenance Manager

Nathan Cabill, Region President - Operations

Role in preparing proposal: Assisted in concept development and preparation of the submittal to the RFP. Role during implementation: Responsible for all of Republic Services, Inc.'s operations in the West Region.

Robert Boyer, Area President

Role in preparing proposal: Assisted in concept development and preparation of the RFP. Also oversaw the financial aspects of the RFP. Role during implementation: Responsible for all of Republic Services, Inc.'s operations in the South Texas Area. Oversees all financial aspects of the project.

Brian Gonzales, General Manager

Role in preparing proposal: Assisted in concept development and preparation of the RFP. Coordinated all transportation issues and oversaw financial aspects of the RFP. Role during implementation: Responsible for all of Republic Services operations in the East Houston and Beaumont marketplace. Oversees all financial and day-to-day aspects of the operation.

James Wingfield, Division Controller

Role in preparing proposal: Assisted in concept development and preparation of the RFP. Developed financial models for proposal and project. Role during implementation: Responsible for all day to day financial management of Republic Services East Houston and Beaumont Divisions. Will manage all financial aspects of the operation.

Steve Carroll, Manager of Business Development

Role in preparing proposal: Assisted in concept development and preparation of the RFP. Role during implementation: Responsible for all facets of communications, community relations and business development.

Ken Valihora, Assistant General Manager

Role in preparing proposal: Assisted in concept development and preparation of the RFP as project manager. Role during implementation: Responsible for all facets of implementation as project manager.

Jay Kline, Operations Manager – Commercial

Role in preparing proposal: Assisted in concept development and preparation of the RFP. Role during implementation: Responsible for day-to-day activities and operations.

Chris Wallace, Operations Manager – Industrial

Role in preparing proposal: Assisted in concept development and preparation of the RFP. Role during implementation: Responsible for day-to-day activities and operations.

Donald Tucker, Maintenance Manager

Role in preparing proposal: Assisted in concept development and preparation of the RFP. Role during implementation: Responsible for all aspects of facility maintenance.

1.7 BILLING



5301 Brookglen Dr
Houston TX 77017-592323

www.republicservices.com

Account Summary

Account Number	3-0855-9855112
Invoice Date	March 31, 2015
Invoice Number	0855-000814814
Previous Balance	\$0.00
Payments/Adjustments	\$0.00
Unpaid Balance	\$0.00
Current Invoice Charges	\$239.62

Pay This Amount

\$239.62

Due By: 04/20/15

Contact Information

Customer Service (713) 948-7600

Important Information

Republic is a one stop shop for your Special Event. Portable Toilets, Trash Receptacles, Handwash Stations, Recycling, Dumpsters, and many more services are available through Republic for your Event needs. Contact us at 832.336.2327 for details.

Manage your account online 24/7, on any device with My Resource. Visit republiconline.com to get started.

CITY OF GALVESTON

Invoice

Managing your account is now easier than ever with the My Resource App. Free download on the App Store or Google Play.

Page 1 of 2

Current Invoice Charges

Umb Pediatric Primary 6416 Broadway (L1) PO UCLIN-214015
Galveston, TX

Contract: 9855112 City Of Galveston (C58)

1 - Front Load (\$Yd) Scheduled Service (S1)

Date	Description	Reference	Quantity	Unit Price	Amount
03/26	Basic Service 04/01/15-04/30/15			\$100.00	\$100.00

Umb/M-90 301 8th St (L1) PO PO# 576651
Galveston, TX

Contract: 9855112 City Of Galveston (C58)

1 - Rolloff (30 Yd) On Call Service (S3)

Date	Description	Reference	Quantity	Unit Price	Amount
03/31	Rental 03/01/15-03/31/15			\$100.00	\$100.00

Total Tax
Franchise Fee

\$20.27
\$19.35

CURRENT	30 DAYS	60 DAYS	90+ DAYS
239.62			

IA

With My Resource you can schedule a pickup, pay your bill and discover new services - all with a touch of a button. Visit republiconline.com to get started. Please see reverse side for terms and conditions.



5301 Brookglen Dr
Houston TX 77017-592323

Please Return This
Portion With Payment

Total Enclosed

Return Service Requested

CITY OF GALVESTON FF8% FRF12%
GALVESTON
GALVESTON TX 77555-0100

Pay This Amount **\$239.62**
Account Number **3-0855-9855112**
Invoice Date **March 31, 2015**
Invoice Number **0855-000814814**
Payment Due Date **April 20, 2015**

For Billing Address Changes,
Check Box and Complete Reverse

Make Checks Payable To:

REPUBLIC SERVICES #855
PO BOX 78829
PHOENIX AZ 85062-8829

30855985511200000008148140000/46/10002/93054

Check Processing: In accordance with Federal Reserve Board guidelines, when you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. For further information visit: www.electronicpayments.org and click on the Check Conversion tab.

If service is canceled during a billing cycle, the customer will remain responsible for all charges, fees and taxes through the end of the billing cycle. There will be no proration of billing, and the customer will not be entitled to a refund for the period between the notice of termination and the end of the current billing cycle. This provision will not apply if it is contrary to a current franchise agreement, municipal contract, or other written contract applicable to this account or is otherwise prohibited by law.

The Company reserves the right to require that payment for services be made only by check, credit card or money order, unless otherwise required by contract or applicable law.

BILLING ADDRESS CHANGE		
Address		
City	State	Zip
Phone		Alternate Phone

Customer Service Excellence

Delivering exceptional customer experiences is Republic Services' number one priority, while maintaining high customer satisfaction is the cornerstone of our success. We take pride in the efficiency of our Customer Resource Center and in our friendly, professional and experienced Customer Resource Representatives (CRRs). The training our CRRs receive and ongoing development revolve around meeting our customer's needs and wants. In fact, placing the customer first in the moment of decision is one of Republic Services' core priorities and embedded into all of our customer service representatives and staff nationwide at all levels.

Where the best people come to work

Republic Services strives to develop a company where the best people come to work, devoted to meeting the needs of our customers every day, this is one of Republic Services' core purposes. Republic Services takes pride in its recruiting effort and retaining talent. The average tenure of our customer service representatives is 3 years, which is above average for a call center environment. This translates to a staff that is not only experienced but also knowledgeable in the customer's waste disposal needs. Our representative's experience and knowledge does not just come from the customer interactions, our representatives spend time training and participate in monthly/weekly training sessions to ensure our agents are in touch with the customer's needs. This is why our representatives are always ready, willing and able to help our customers and exceed their expectations.

Customer Resource Center Hours of Operations

Republic Services' Resource Center can be contacted by a local phone number (713-948-7600) or by our toll free number (800-234-7481) from 7:00 A.M. to 5:00 P.M. Monday thru Friday and 8:00 A.M. to 12:00 P.M. on Saturdays. Republic Services has the capability of responding to service inquiries in English and Spanish.

In addition to our convenient customer service hours, City of Dickinson residents will benefit from our customer portal, My Resource, providing residents to manage their account online 24/7. Residents can access My Resource from any computer or by downloading the free My Resource App on a mobile device.

Basic Customer Service Principles

Republic Services' customer service approach is based on the following principles that guide our daily business operations and commitment to excellence.

 **Employ the highest quality personnel.** Republic Services strives to develop a company where the best people come to work, devoted to meeting the needs of our customers every day.

 **Ensure easy and immediate access for all customers.** Appropriate staffing is critical to ensure easy and streamlined access to our professional staff for all customers. Our CRRs take the time needed with our customers to effectively and efficiently resolve any inquiry on the first call.

✳ **Ensure timely and efficient complaint resolution and follow-up.** Republic Services has detailed policies/procedures for our customer service systems and controls which facilitate expeditious complaint resolution and follow-up. Republic Services' use of appropriate methods, field communication, and same-day complaint resolution goal will translate into a timely and efficient turn-around from point of contact by customer to resolution.

Customer Service Staffing

Our Customer Resource Center located at 13630 Fondren Rd, Houston TX 77085 is staffed by 35 highly trained and experienced representatives' phone representatives. Republic Services recognizes its CRRs play a vital role in customer satisfaction and their opinion of Republic Services and the communities it serves. Republic Services CRRs are trained and evaluated to answer and process customer calls courteously and professionally. Our Management team encourages CRRs to take ownership of customer interactions, providing ongoing training to enable them to resolve issues on the spot and drive first call resolution. The Customer Resource Center goal is to answer 80 percent of our calls within 25 seconds post main menu and maintain a 3 percent abandon rate or less.

Our Customer Resource Center works closely with our sister sites in Arlington TX, Santa Fe Springs, CA, and Las Vegas NV, to ensure that our customers receive consistent service in the event of a natural disaster, emergency or catastrophic event.

Area Intentionally
Left
Blank

1.8 EXHIBITS

1.8.1 Certificate of Liability Insurance

 CERTIFICATE OF LIABILITY INSURANCE		Page 1 of 2 DATE (MM/DD/YYYY) 06/10/2014														
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																
PRODUCER CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD. SCOTTSDALE, AZ 85255	CONTACT NAME: PHONE (A/C No.Ext): _____ FAX (A/C No.Ext): _____ E-MAIL ADDRESS: certifi@ccmsi.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B: Indemnity Insurance Company of NA</td> <td>43575</td> </tr> <tr> <td>INSURER C: ACE Fire Underwriters</td> <td>20702</td> </tr> <tr> <td>INSURER D: Illinois Union Insurance Company</td> <td>27960</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: Indemnity Insurance Company of NA	43575	INSURER C: ACE Fire Underwriters	20702	INSURER D: Illinois Union Insurance Company	27960	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #															
INSURER A: ACE American Insurance Company	22667															
INSURER B: Indemnity Insurance Company of NA	43575															
INSURER C: ACE Fire Underwriters	20702															
INSURER D: Illinois Union Insurance Company	27960															
INSURER E:																
INSURER F:																
INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054																
COVERAGES CERTIFICATE NUMBER: 401036 REVISION NUMBER: 1																
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS									
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ _____ ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC			HDO G27335573	06/30/2014	06/30/2015	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS -COMP/OP AGG \$ 5,000,000									
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☐ _____			ISA H08827084	06/30/2014	06/30/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)									
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE AGGREGATE									
B C A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒	N/A	WLR C48013715 - AOS WLR C48013727 - CA/MA/OR SCF C48013739 - WI WCU C48013740 - OH XS TNS C47870082 - TX NS XS	06/30/2014 06/30/2014 06/30/2014 06/30/2014 06/30/2014	06/30/2015 06/30/2015 06/30/2015 06/30/2015 06/30/2015	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000									
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Evidence of Coverage --- For use for Republic Services, Inc. and all its subsidiaries																
CERTIFICATE HOLDER Evidence Only United States				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 												

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Republic Services, Inc. and its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc. has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C47870082) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability coverage form. The General Liability policy does not contain an endorsement excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form.



Wells Fargo
Insurance Services USA, Inc.
CA DOI # ODO8408
601 Union Street
Suite 1300
Seattle, WA 98101

Tel: 206 892 9200
Fax: 206 892 9201
Toll Free: 888 785 2878

FedEx Overnight
MEMORANDUM

Richard Lira
Republic Services
5301 Brookglenn
Houston, TX 77017
713-539-7455

5/22/2015

Company: BFI Waste Services of Texas, LP
RE: \$250,000.00 – \$25,000.00 Bid Bond for City of Galveston
Travelers # Bid Bond

Richard;

Please find enclosed your Bid Bond as noted above. Please forward to the Obligee along with the rest of your bid package.

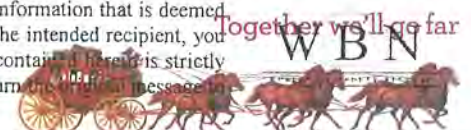
Should you have any questions or need anything further regarding these items, please give me a call @ 206-892-9556.

Good Luck!


Tim Buhite
Account Executive
Surety Services

Direct: (206) 892-9556
Fax: (206) 892-9201
E-mail: timothy.s.buhite@wellsfargo.com

This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is deemed privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication or the information contained herein is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the above address via the U.S. Postal Service. Thank you.



BID BOND

Travelers Casualty and Surety Company of America
One Tower Square 3PB, Hartford, CT 06183

Bond No. Bid Bond

KNOW ALL MEN BY THESE PRESENTS,

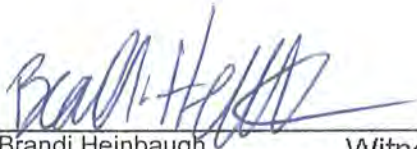
That we, BFI Waste Services of Texas, LP, as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America, of One Tower Square 3PB, Hartford, CT 06183, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto City of Galveston, as Obligee, hereinafter called the Obligee, in the sum of Twenty Five Thousand Dollars and 00/100 Dollars (\$ \$25,000), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

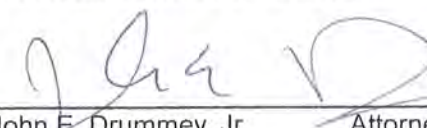
WHEREAS, the Principal has submitted a bid for Transportation of Dewatered Domestic Wastewater
Sludge RFP #15-13

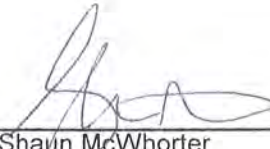
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 20th day of May, 2015.

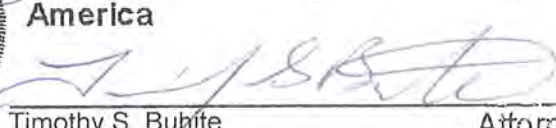
BFI Waste Services of Texas, LP


Brandi Heinbaugh Witness

By:  (Seal)
John E. Drummey, Jr. Attorney-in-Fact, Principal


Shaun McWhorter Witness



Travelers Casualty and Surety Company of America (Seal)

Timothy S. Buhite Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by Travelers Casualty and Surety Company of America.

POWER OF ATTORNEY

Republic Services, Inc., a Delaware corporation and having its chief place of business at 18500 N. Allied Way, Phoenix, Arizona 85054, hereby makes, constitutes and appoints WELLS FARGO INSURANCE SERVICES USA, INC., acting through and by any of Debbie Lindstrom and/or John E. Drummey, Jr. and/or Timothy S. Buhite and/or Kathleen M. Mitchell and/or Scott C. Alderman, its true and lawful attorney and affix its corporate seal to and deliver for and on behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

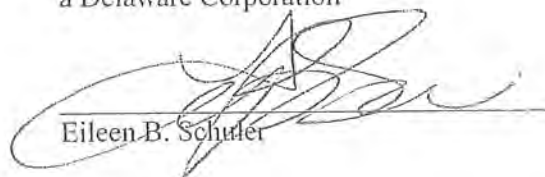
1. Surety bonds and/or bid bonds to the United States of American or agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; license and permit bonds or other indemnity bonds under the laws, ordinances or regulations of any state, city, town, village, board, other body organization, public or private; bonds to transportation companies; lost instrument bonds; lease bonds; worker's compensation bonds; miscellaneous surety bonds; and bonds on behalf of notaries public; sheriffs, deputy sheriffs and similar public officials.

2. Surety bonds and/or bid bonds on behalf of REPUBLIC SERVICES, INC. and its subsidiaries in connection with bids, proposals or contracts.

To sign and seal all bid bonds and surety bonds at or below the monetary threshold of Five Million Dollars (\$5,000,000.00) on behalf of REPUBLIC SERVICES, INC. and its subsidiaries, relating to the provision of solid waste collection, transportation, recycling or disposal services by REPUBLIC SERVICES, INC. and its subsidiaries. REPUBLIC SERVICES, INC. hereby agrees to ratify and confirm whatsoever WELLS FARGO INSURANCE SERVICES USA, INC. shall lawfully do pursuant to this power of attorney and the Client Service Agreement dated October 15, 2008 between WELLS FARGO INSURANCE SERVICES USA, INC. and REPUBLIC SERVICES, INC. and until notice or revocation has been given by REPUBLIC SERVICES, INC. the acts of said attorney shall be binding on the undersigned.

IN WITNESS WHEREOF, this Power of Attorney has been signed this 18th day of November, 2014, on behalf of REPUBLIC SERVICES, INC. by its Assistant Secretary Eileen B. Schuler.

REPUBLIC SERVICES, INC.,
a Delaware Corporation

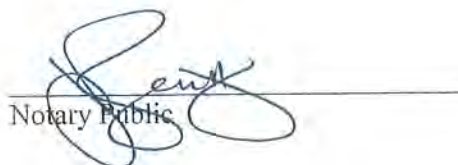

Eileen B. Schuler

STATE OF ARIZONA

COUNTY OF MARICOPA

Subscribed and sworn to before me this 18 day of November, 2014 by Eileen B. Schuler, Assistant Secretary.




Notary Public



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. Bid Bond

Principal: BFI Waste Services of Texas, LP

OR

Project Description: Transportation of Dewatered Domestic
Wastewater Sludge RFP #15-13

Obligee: City of Galveston

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Timothy S. Buhite** of the City of _____, State of _____, their true and lawful Attorney-in-Fact, to sign, execute, seal and acknowledge the surety bond(s) referenced above.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this **10th** day of **September, 2012**.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

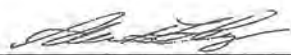
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By:

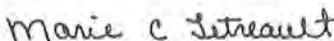

Robert L. Raney, Senior Vice President

On this the **10th** day of **September, 2012**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2016**.




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

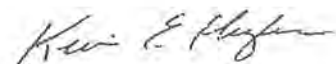
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of May, 2015.



Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



Wells Fargo
Insurance Services USA, Inc.
CA DOI # ODO8408
601 Union Street
Suite 1300
Seattle, WA 98101

Tel: 206 892 9200
Fax: 206 892 9201
Toll Free: 888 785 2878

May 20, 2015

City of Galveston
823 25th Street
Galveston, TX 77550

RE: BFI Waste Services of Texas, LP

Gentlemen:

We are writing to you at the request of BFI Waste Services of Texas, LP
This principal has or is about to submit a proposal for Bid for Transportation of
Dewatered Domestic Wastewater Sludge RFP #15-13

If a contract for this work is awarded to BFI Waste Services of Texas, LP
Travelers Casualty and Surety Company of America a surety licensed
to conduct business in the State of TX has agreed to act as surety on
the bond as specified in the bid proposal.

Please let us know if you need anything further in this regard.

Sincerely,

A handwritten signature in blue ink, appearing to read "Timothy S. Buhite".

Timothy S. Buhite
Attorney-in-fact

Travelers Casualty and Surety Company of America

Together we'll go far



Performance Bond

Bond No: _____

KNOW ALL MEN BY THESE PRESENTS, that _____, the Principal, and Evergreen National Indemnity Company, 6140 Parkland Blvd., Suite 321, Mayfield Heights, Ohio 44124, the Surety, are held and firmly bound unto the _____, as Oblige, in the penal sum of _____ (\$ _____), for the payment of which we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract for _____ with the above mentioned Oblige, which contract is hereby incorporated herein as if fully rewritten Notwithstanding, any terms and provisions specifically modified herein shall have the meaning given in this bond.

NOW, THEREFORE, the condition of the above obligation is such that if the Principal shall promptly and faithfully perform this Contract, then this obligation shall be null and void; subject, however, to the following conditions:

1. This bond is for the term beginning _____ and ending _____.
2. If there is no breach or default on the part of the Oblige, then the Surety's performance obligation under the bond shall arise after:
 - a. The Oblige has notified the Principal and the Surety in writing at their respective addresses of the alleged breach, and has requested and attempted to arrange a conference with the Principal and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Contract, and has made available during notice period all books, records, and accounts relevant to the Contract which may be requested by the Principal or Surety. If the Oblige, Principal and Surety agree, the Principal shall be allowed a reasonable time to perform the Contract; but such an contract shall not waive the Oblige's right, if any subsequently to declare a Principal default;
 - b. The Oblige has declared the Principal in default and formally terminated the Principal's right to complete the Contract, provided, however, that such default shall not be declared earlier than twenty (20) days after the Principal and the Surety have received the notice as provided in "a" above; and
 - c. The Oblige has agreed to pay the balance of the Contract price to the Surety in accordance with the terms of the Contract or to the such contractor as may be tendered by the Surety to the Oblige.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety of this instrument unless same be brought or instituted and process served upon the Surety within six months after the expiration of the bond. The parties hereto expressly acknowledge and agree that no liquidated damages shall be claimed, due or payable by Surety pursuant to this Bond.
4. The bond may be extended for additional terms at the option of the Surety, by Continuation Certificate executed by the Surety.
5. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute loss to the Oblige recoverable under this bond.
6. In no event shall the liability of the Surety hereunder exceed the penal sum hereof.

ENIC Perf Bond (4/209)

Signed, sealed and executed this _____ day of _____.

Principal

EVERGREEN NATIONAL INDEMNITY COMPANY

Surety

By: _____
Title

(Corporate Seal)

By: _____
Attorney-In-Fact

(Corporate Seal)

Witness: _____

Witness: _____

POWER OF ATTORNEY

Republic Services, Inc., a Delaware corporation and having its chief place of business at 18500 N. Allied Way, Phoenix, Arizona 85054, hereby makes, constitutes and appoints WELLS FARGO INSURANCE SERVICES USA, INC., acting through and by any of Debbie Lindstrom and/or John E. Drummey, Jr. and/or Timothy S. Buhite and/or Kathleen M. Mitchell and/or Scott C. Alderman, its true and lawful attorney and affix its corporate seal to and deliver for and on behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

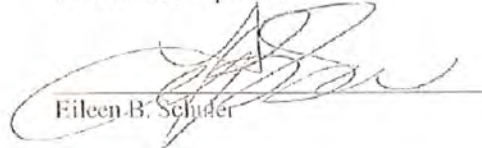
1. Surety bonds and/or bid bonds to the United States of American or agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; license and permit bonds or other indemnity bonds under the laws, ordinances or regulations of any state, city, town, village, board, other body organization, public or private; bonds to transportation companies; lost instrument bonds; lease bonds; worker's compensation bonds; miscellaneous surety bonds; and bonds on behalf of notaries public; sheriffs, deputy sheriffs and similar public officials.

2. Surety bonds and/or bid bonds on behalf of REPUBLIC SERVICES, INC. and its subsidiaries in connection with bids, proposals or contracts.

To sign and seal all bid bonds and surety bonds at or below the monetary threshold of Five Million Dollars (\$5,000,000.00) on behalf of REPUBLIC SERVICES, INC. and its subsidiaries, relating to the provision of solid waste collection, transportation, recycling or disposal services by REPUBLIC SERVICES, INC. and its subsidiaries. REPUBLIC SERVICES, INC. hereby agrees to ratify and confirm whatsoever WELLS FARGO INSURANCE SERVICES USA, INC. shall lawfully do pursuant to this power of attorney and the Client Service Agreement dated October 15, 2008 between WELLS FARGO INSURANCE SERVICES USA, INC. and REPUBLIC SERVICES, INC. and until notice or revocation has been given by REPUBLIC SERVICES, INC. the acts of said attorney shall be binding on the undersigned.

IN WITNESS WHEREOF, this Power of Attorney has been signed this 18th day of November, 2014, on behalf of REPUBLIC SERVICES, INC. by its Assistant Secretary Eileen B. Schuler.

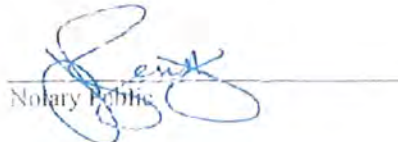
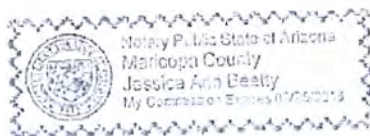
REPUBLIC SERVICES, INC.,
a Delaware Corporation


Eileen B. Schuler

STATE OF ARIZONA

COUNTY OF MARICOPA

Subscribed and sworn to before me this 18 day of November, 2014 by Eileen B. Schuler, Assistant Secretary.


Notary Public

EVERGREEN NATIONAL INDEMNITY COMPANY
MAYFIELD HEIGHTS, OH
POWER OF ATTORNEY

Bond No. BID BOND

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint: Kathleen M. Mitchell, Debbie Lindstrom, John Drummey, Jr., Timothy S. Buhite, and Scott C. Alderman its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed FIFTEEN MILLION and 00/100 DOLLARS (\$15,000,000.00)

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of June, 2009.

EVERGREEN NATIONAL INDEMNITY COMPANY



By: Charles D. Hamm Jr.
Charles D. Hamm Jr., President
By: David A. Canzone
David A. Canzone, CFO

Notary Public)
State of Ohio)

SS:

On this 1st day of June, 2009, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Charles D. Hamm, Jr. and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Columbus, Ohio, the day and year above written.



Penny M. Burns
Penny M. Burns, Notary Public
My Commission Expires April 4, 2017

State of Ohio)

SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Mayfield Hts., Ohio this 5th day of March, 2015.



Wan C. Collier
Wan C. Collier, Secretary

2014 Sustainability Report





This Sustainability Report reflects our work in Republic Services' five pillars of sustainability: Operations, Materials Management, Communities, Safety and People.

This Report reflects YE 2014 numbers.

Table of Contents

PG3	Our Blue Planet™
PG4	Message From Don Slager, President & CEO
PG6	Our Company
PG8	Operations
PG18	Materials Management
PG28	Communities
PG36	Safety
PG42	People

Our Blue Planet™

We believe in the preservation of a **Blue Planet**...a cleaner, safer and healthier world where people thrive – not just for today, but for generations to come.

We are guardians of our environment and have a **responsibility** to regenerate our planet with the materials we are entrusted to handle every day by driving increased recycling, generating renewable energy, and helping our customers be more resourceful.

We must **lead by example**, working diligently to improve our relationship with the environment and society through decreased vehicle emissions, innovative landfill technologies, use of renewable energy, community engagement and employee growth opportunities.

We are privileged to serve more than 14 million customers in 240 markets across the country, creating **effortless experiences** that support their evolving needs and honor their unique commitments to improving their communities.

By embodying the five R's on the Republic Star – Respectful, Responsible, Reliable, Resourceful and Relentless – our employees will thrive in an atmosphere where **safety is a key priority** and each person can be a compassionate steward of our Blue Planet.

We're committed because it's more than picking up and handling our country's waste. This is a **collective effort** to do what's best for our communities, customers, employees and environment – without exception, without fail.

This is not a fleeting cause. It is the **foundation for our future**, and the very heart of who we are as we work every day to protect our Blue Planet.





Message from Don Slager President & CEO

When people think about sustainability, they naturally think about environmental responsibility within the context of their own daily lives. For example, taking the time to separate recyclables from other waste, making the conscious decision to minimize the use of plastic shopping bags at the store or conserving water at home. These are meaningful choices, and their environmental impact is indisputable.

But, is it enough? Will these choices by themselves sustain our planet for future generations? In our hearts and minds, we already know the answer. No. We could each do more to reduce, reuse and recycle in daily life.

The reality is people care about the environment. People want to be environmentally responsible, and do the right thing.

That's where we come in.

4

Making it Effortless for Customers

Everything we do is for our customers. There is no more important relationship in our business. That is why we recently asked customers across the country questions about what they value in a recycling and waste provider, and the priority they place on environmental responsibility. We were pleased by what we heard. The vast majority said they want to be more sustainable, but they do not necessarily know what to do or how to do it.

At Republic Services, we believe sustainability is about balance. It is about protecting our Blue Planet. In addition, we believe we can create stronger profits and a more durable business by encompassing a broader view.

For our 14 million customers, this means peace of mind that recyclables are indeed recycled the right way. It is the assurance that by entrusting Republic to own and safeguard the waste we collect, customers are making a positive, sustainable choice. It is the understanding that we relentlessly pursue innovation in our services, products and capabilities, making it effortless for customers to do more of the right thing with confidence.

Blue Planet

We are caretakers of this Blue Planet, largely covered with blue waters that flow beneath blue skies. It is worthy of every effort we can make to protect it for our children and our children's children.

For Republic's part, we start with a resounding commitment to reduce carbon emissions whenever and wherever possible. As the operator of the 8th largest vocational fleet in the country, we believe we have a responsibility to be leaders in reducing carbon emissions as well as dependency on foreign oil.

Today, we operate a compressed natural gas (CNG) fleet of 2,200 vehicles that has carbon emission reduction benefits equal to removing nearly all 13,000 taxis operating in New York City. In fact, roughly 40 percent of the vehicles we purchased in 2014 are powered by this domestic fuel source.

To sustain our commitment, we have built 36 natural gas fueling stations on our sites. These stations, along with the CNG trucks they support, represent a significant local investment in cleaner and more efficient vehicles in the communities they serve. They also embody our commitment to safety.

Safety is core to the responsibility we assume as caretakers of our Blue Planet. That is why we prioritize safety education and training on a daily basis, and it is why we celebrate strong safety records.

As an industry leader that owns and operates over 300 active and closed landfills nationwide, we set the standard for quality landfill management. We leverage the power of science, advanced technologies and innovation to customize site management plans, and address complexities that range from odor mitigation and groundwater protection to community engagement.

Whether it is state-of-the-art leachate collection and pretreatment systems, landfill gas collection systems that connect with advanced air pollution control equipment or sophisticated groundwater protection protocols, we are uniquely capable of managing the dynamic operating environment at any landfill.

Regenerative Economy

Republic's business, and the broader economy, exists within planetary boundaries. This means we consider our Blue Planet to be a vital asset. It means we must responsibly account for and value precious natural resources like air, water, land and the ecosystems they create. It means we strive for balance in every aspect of what we do, whether it is our people, operations or resources, to ensure that we help to regenerate the planet.

Simply put, our ability to deliver truly exceptional service to our customers is directly linked to our commitment to extract value from the country's waste stream — through materials that can be repurposed as commodities to offset virgin material use or through materials that generate energy to offset fossil fuels. When we extract materials and energy, we are regenerating our economic engine while preserving the planet's natural resources.

Our world-class operations exemplify our commitment to innovation and excellence at 60 recycling centers across the nation. We collected nearly 5 million tons of recyclable materials in 2014, enabling discarded items to be regenerated into newspaper, cardboard, glass and plastic bottles, tissue, paper towels, and metal cans. Recycling this quantity of material saves 15 million tons of carbon dioxide

equivalent (CO₂e), which is nearly as much as Republic's entire carbon footprint.

Republic Services is equally committed to harnessing landfill gas, the natural byproduct of decomposing waste, and converting it into energy. We operate 72 landfill gas-to-energy (LFGTE) projects across the country. Annually, these projects generate enough electricity to power approximately 400,000 households, meeting the needs of a community the size of Austin, Texas. In addition, the carbon emission reductions benefit from our current landfill gas-to-energy projects is equal to removing more than 4 million cars, or roughly every automobile in the state of Georgia, from local roads.

We participated in the 2014 CDP S&P 500 Climate Change Report, our inaugural submission. The report represents the progress achieved by companies in reducing emissions, responding to climate-related risks and opportunities, and mobilizing influence to manage climate change. For our first year, which created a baseline for future submissions, we earned a Disclosure Score of 93 out of 100, which reflects our strong commitment to transparency, thoroughness and responsibility, and a C band in Performance — which we see as a strong starting point for a first-year responder.

Positive Impact

We believe we are creating a positive impact. What we do each day, and what we empower our customers to do in their homes and businesses, leads to sustained environmental benefits.

By working with our customers and the community, and living up to our brand promise, We'll handle it from here.™, we are making a difference in protecting and preserving our Blue Planet. But, at the same time, we are the first to recognize that there is significantly more work to be done, and we are only just beginning.

On behalf of our 31,000 employees, I am pleased to share with you our 2014 Sustainability Report. We are proud of our current achievements and hope that you are as encouraged about the future as we are here at Republic Services.



Our Company At a Glance

Republic Services is an industry leader in U.S. recycling and non-hazardous solid waste. Through our collection operations, recycling centers, transfer stations, landfills and landfill gas-to-energy projects, we focus on providing reliable environmental services and solutions for commercial, industrial, municipal and residential customers. Republic and our 31,000 employees believe in protecting the planet and applying effortless solutions to our customers' recycling and waste challenges.

6 OUR COMPANY

14 Million
Customers

39
States & Puerto Rico

31,000
Employees

340
Collection Operations

198
Transfer Stations

60
Recycling Centers

189
Active Solid Waste Landfills

2,200
Natural Gas Trucks

36
Natural Gas Fueling Stations

72
Landfill Gas-To-Energy Projects

2
Landfill Solar Energy Projects

100 million tons
Waste Collected Annually

\$8.788 Billion
2014 Revenue

Our Sustainability Goals

Materials Management

At Republic Services, we recognize the opportunity we have to responsibly manage the diversity of materials in the waste stream. Not only to extract value from those materials in the form of commodities and energy, but to also reduce the greenhouse gas emissions associated with those materials. We are focused on two high impact areas to drive emissions reductions resulting from the materials we handle:

Commodities – recycling results in a significant reduction in greenhouse gases compared to growing or mining those same commodities for use as virgin raw materials. Republic's goal is to increase the ability to recycle by adding capacity each year to our recycling infrastructure. Through experience, we've learned that communities can only add or increase recycling when the infrastructure exists. Our goal is to add an additional 150,000 tons per year or more of recycling capability by 2018 to enable growth of recycling. This results in a reduction of 480,000 tons/yr of CO₂e¹ for a total of 2.4M tons of CO₂e reductions over the next 5 years. That's in addition to the 15 million tons of CO₂e that we are avoiding through the recycling investments we've already made as of year end 2014. We are on target to reach our goal by 2018.



Energy – materials like paper, food and yard waste generate biogas containing methane when they break down in landfills. Harvesting the biogas prevents the methane from escaping into the atmosphere. Using biogas for energy projects, called landfill gas-to-energy (LFGTE), displaces the use of fossil fuels for energy generation. By managing these materials and creating an alternative energy source, we can significantly reduce greenhouse gas emissions through the avoided use of fossil fuels. Thus, we have a goal to develop at least two LFGTE projects per year, resulting in roughly 20,000 tons per year of avoided CO₂e². This is the equivalent of not burning 100 railcars worth of coal each year. We exceeded our target in 2014.

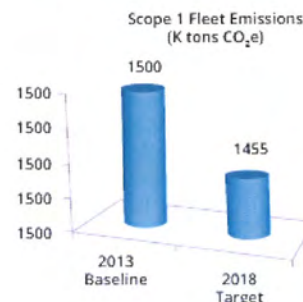


¹ EPA (arm version 13.5/14. Mixed recyclables includes: recycle assessment (LCA) of materials. Every ton of material that is recycled instead of landfilled results in a reduction of 3.2 tons of CO₂e.
² Every LFGTE project captures roughly 1800 scfm of biogas. Avoided emissions calculated using the EPA LFG Energy Benefits calculator (avoided equivalent emissions) and EPA equivalency calculator.

Operations

The greatest contribution to emissions from Republic's energy use in our own operations is our fleet. We have 16,000 recycling and waste collection vehicles that serve our customers across the country. Our collection fleet comprises roughly 70% of our scope 1, 2 and 3¹ operations emissions. Thus, our attention is focused on reducing the impact of our fleet.

Fleet – Republic has a number of initiatives in progress to reduce the amount of fuel that we use, and therefore our greenhouse gas emissions from our fleet. To date, we've converted 2,000 trucks to CNG from diesel, and we are continuing to do this at a rate of roughly 300 per year. Our OneFleet program improves maintenance practices, and the automation of our fleet results in more efficient routing. Together, these and other initiatives will help us reach our goal of reducing our Scope 1 Fleet absolute greenhouse gas emissions by 3% by 2018.



¹ Scope Emissions measures refer to direct company and sub-contracting and business travel.

Operations

Republic exercises the utmost responsibility in our operations. This includes our fleet, our buildings, our landfill technology and the day-to-day activities we conduct in the community. We're working hard to understand and measure our impact to the air, water and land to minimize or eliminate any negative consequences, where possible.

Operations Fleet

With approximately 16,000 trucks on the road, Republic operates the **8th largest vocational fleet** in the country. Every day, our drivers and their trucks form Republic's front line to meet the recycling and waste needs of our residential and commercial customers.

Approximately 2,200 of our vehicles are powered by compressed natural gas (CNG) at our 36 natural gas fueling stations nationwide. We believe using CNG vehicles provides a competitive advantage while reducing the amount of fuel required for our operations, improving air emissions, and significantly reducing vehicle noise profiles.

OPERATIONS
10

Caring

18 million

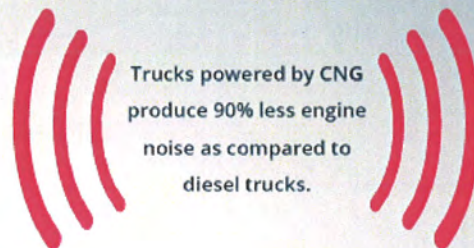
The number of gallons of diesel fuel we save each year by using CNG.



National Clean Fleets Partnership

We participate in the National Clean Fleets Partnership, a strategic alliance with large fleets throughout the country who are working hand-in-hand with the U.S. Department of Energy (DOE) to reduce petroleum use.

for our planet...one truck at a time.



Automation

Automation increases productivity and provides a safer work environment for our drivers. An automated, single-operator fleet allows us to serve more customers using less fuel and enables us to attract and retain strong, diverse talent. Approximately 70% of our residential fleet is automated. And, with our current conversion and purchase plans, we expect approximately 75% of our residential fleet to be automated by 2016.

OneFleet

OneFleet, our standardized vehicle maintenance program, enables us to use best practices for fleet management, truck care and maintenance – to provide each driver with a safe and reliable truck every day. OneFleet is expected to extend the life of our fleet by one year, reduce material impact and improve fuel efficiency.

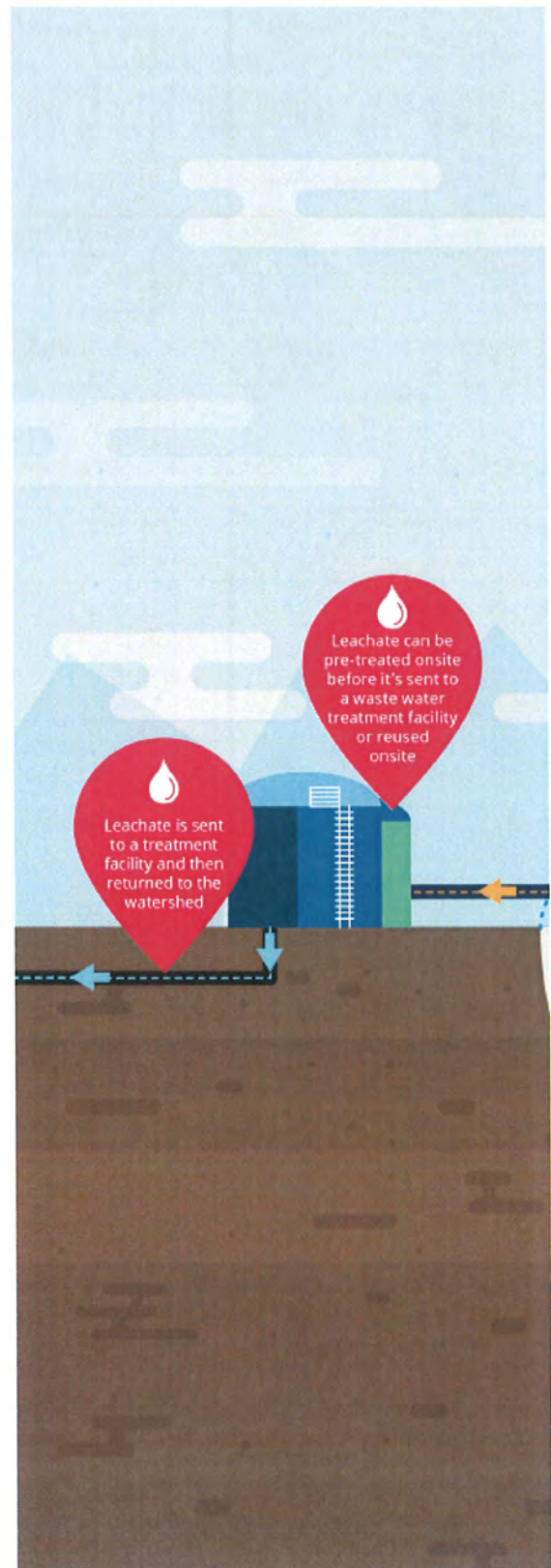


Operations Regenerative Landfills

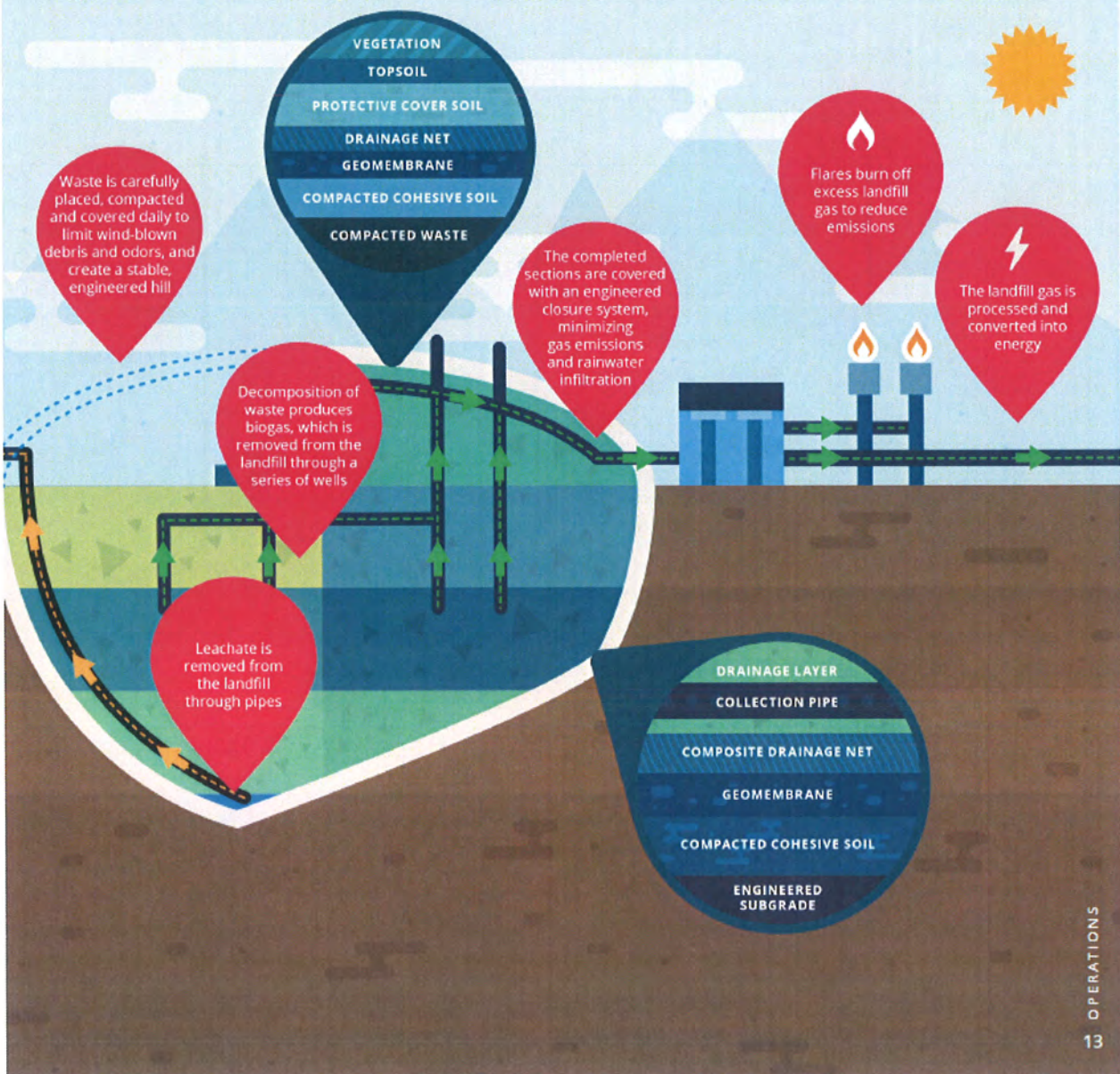
Society will always need landfills for the safe disposal of certain items. Landfills are a part of the essential infrastructure necessary for a community to function. In the 21st century, their role will become increasingly important as the U.S. population continues to grow and the number of active, permitted landfills declines.

Simply put, society requires landfills to be more sophisticated today than ever before. From leachate extraction that is returned to community watersheds or gas collection systems that harness and convert methane gas into renewable energy, today's landfills are highly engineered containment systems that responsibly protect and process the nation's waste. These systems leverage the power of science and advanced technologies to protect the air, land and water upon which society depends.

Collectively, these systems — and the environmental scientists and engineers who manage them — comprise Republic's commitment to operational excellence in landfill management.



Republic Services operates over 300 active and closed landfills across the country. Teams of more than 160 environmental managers, engineers and scientists ensure that the long-term management of the country's waste materials are regenerative to the planet.

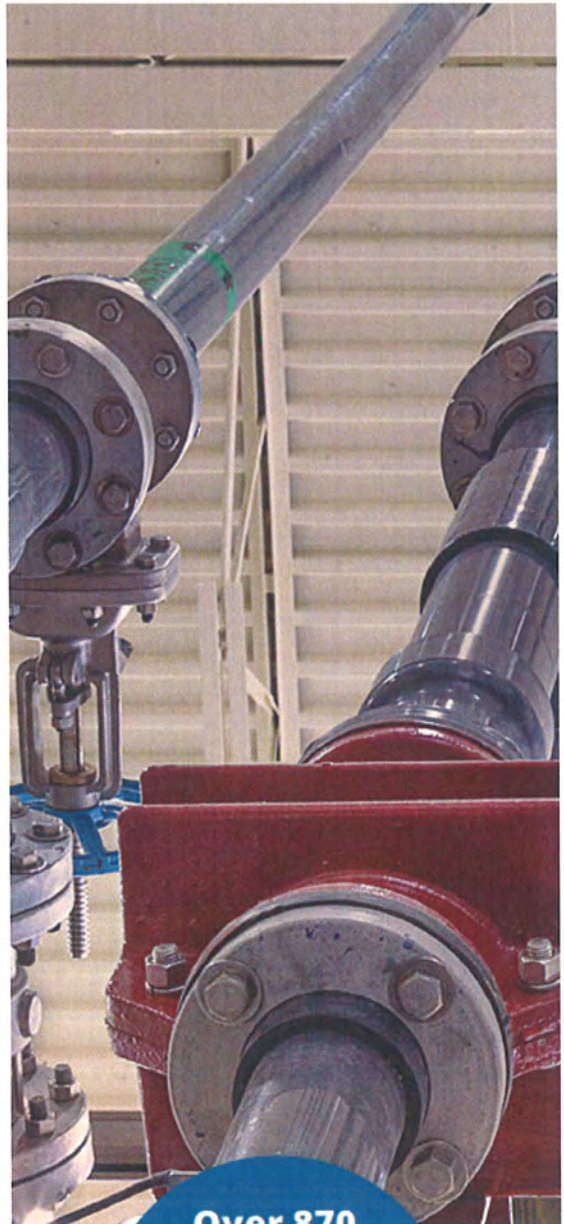


Operations

Landfill Gas & Leachate

Water that is present in landfills must be captured and then handled in a responsible manner. Our collection systems collect and process water to ensure that landfills have a minimum impact on watershed regeneration.

Returning precious water back to a community's watershed is an important component of Republic's operational excellence. Properly managed wastewater systems, such as those found at Republic landfills, play an important role in protecting local water quality. Depending upon the landfill site, a variety of treatment methods may be deployed to manage collected leachate.



What is leachate?

Leachate is liquid, such as rainwater, that passes through the landfill and collects small amounts of the natural decomposition of the waste. This liquid is then removed from the landfill by an engineered leachate collection system.

**Over 870
million gallons**

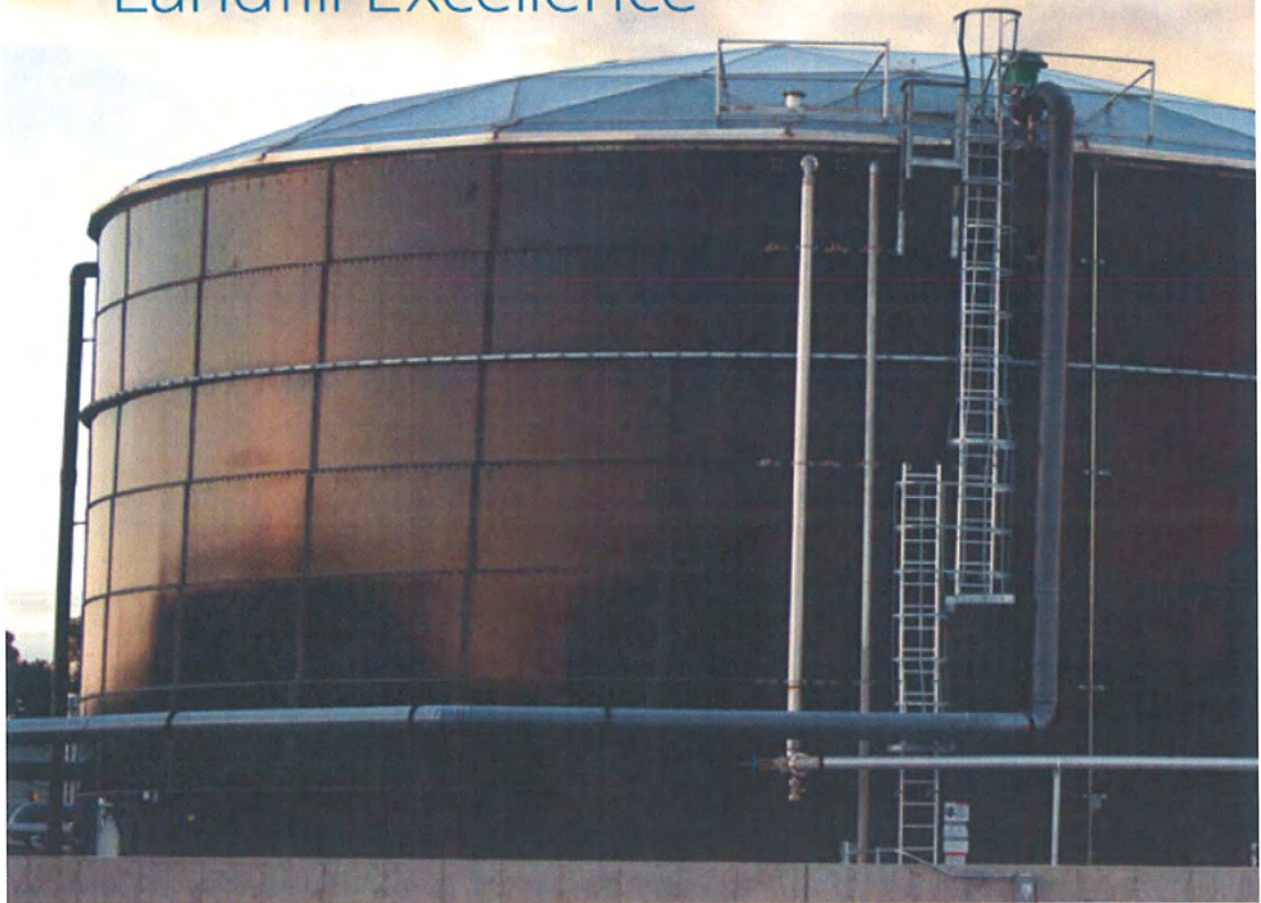
of treated water from
Republic's landfills are
returned to the nation's
watersheds
each year.



Gas Extraction System

Most of Republic's landfills are equipped with robust gas extraction systems whereby methane gas, a byproduct of decomposing waste, is extracted from the landfill using a complex system of pipes and wells. At landfills that do not yet have gas-to-energy projects or where excess gas is produced, methane is managed through use of flares, ensuring destruction of potent greenhouse gases and other air pollutants.

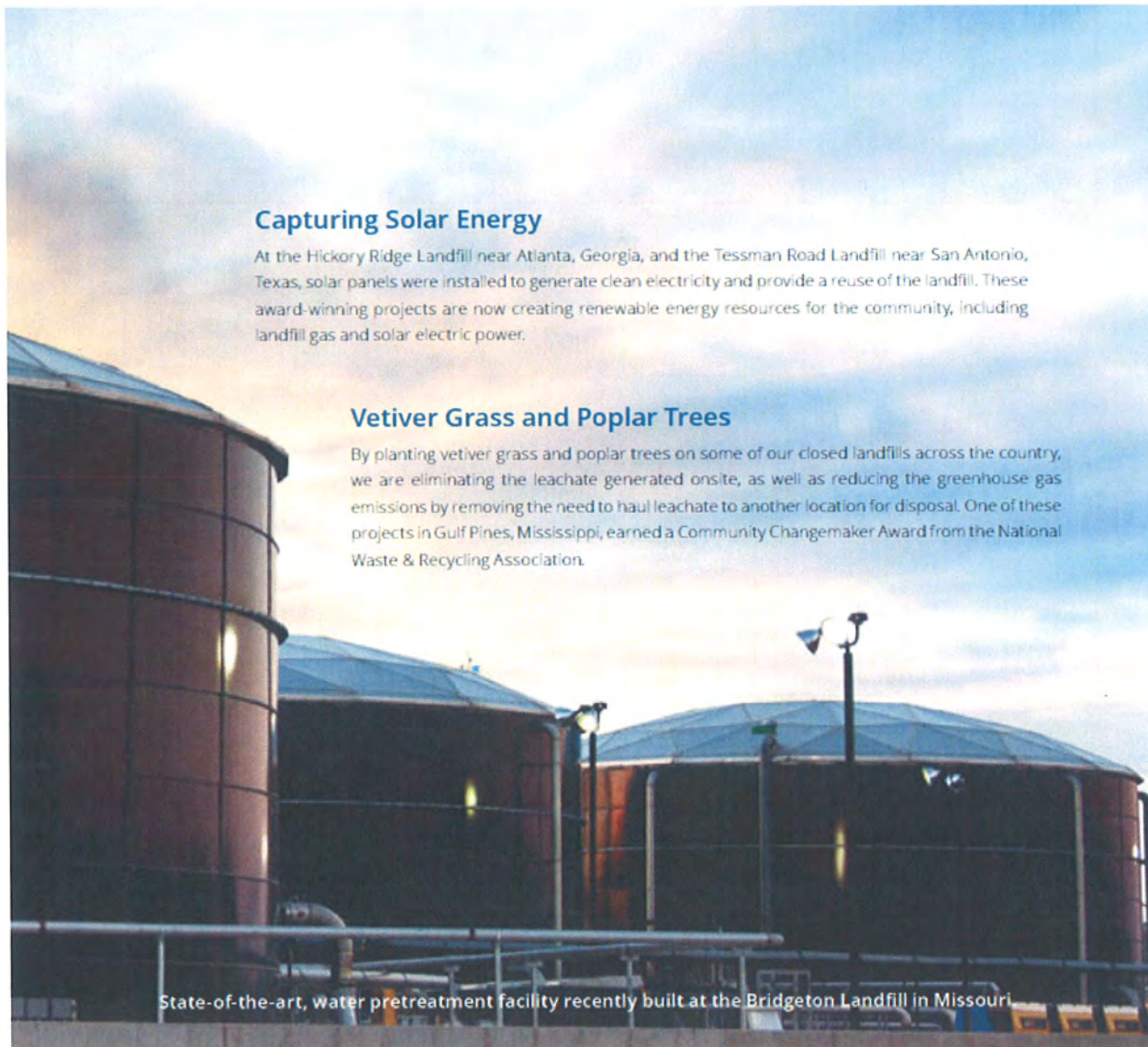
Operations Landfill Excellence



Republic Services is committed to operating landfills with environmental practices and policies that are good for our customers, local businesses and residents. Some of our landfills are being used or repurposed in innovative ways to continue the community use of the land.

A Repurposed Closed Landfill

The Wildcat Golf Club in Houston, Texas, serves as the backdrop for views of the Houston skyline. The course, which is built on top of the closed Holmes Road Landfill, displays pieces of antique pump jacks, storage tanks and other industrial artifacts that add to the experience. Wildcat serves as a point of pride for residents and shows what can be accomplished when a city invests in a neighborhood restoration project.



Capturing Solar Energy

At the Hickory Ridge Landfill near Atlanta, Georgia, and the Tessman Road Landfill near San Antonio, Texas, solar panels were installed to generate clean electricity and provide a reuse of the landfill. These award-winning projects are now creating renewable energy resources for the community, including landfill gas and solar electric power.

Vetiver Grass and Poplar Trees

By planting vetiver grass and poplar trees on some of our closed landfills across the country, we are eliminating the leachate generated onsite, as well as reducing the greenhouse gas emissions by removing the need to haul leachate to another location for disposal. One of these projects in Gulf Pines, Mississippi, earned a Community Changemaker Award from the National Waste & Recycling Association.

State-of-the-art, water pretreatment facility recently built at the Bridgeton Landfill in Missouri

Recreation Connections

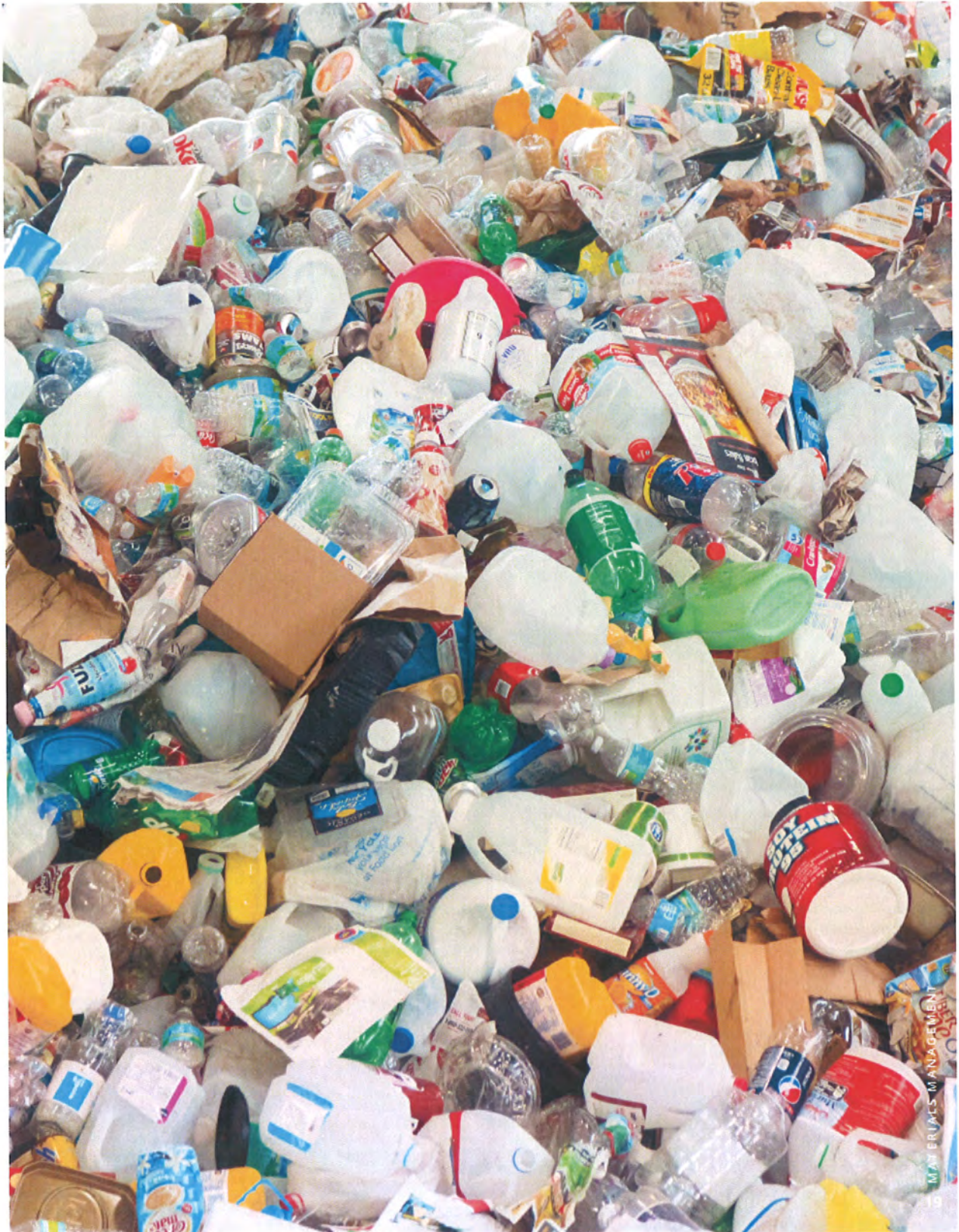
The Mill Creek Connector Trail in Cleveland, Ohio, was designed to create recreation connections into neighboring communities. The trail, which runs along the closed Warner Hill Landfill, provides walkers, bikers and runners access to Mill Creek Valley, a scenic urban waterway. The trail includes a 150-foot bridge, light industrial views and an overlook providing eagle-eye views of Cuyahoga Valley.

Increasing Native Biodiversity

As part of its commitment to increase native biodiversity, the Charlotte Motor Speedway Landfill in Charlotte, North Carolina, is a Wildlife Habitat Council-certified site. The 729-acre capped landfill contains a number of habitat types, including mixed hardwood forests, forested riparian wetlands, grasslands and a pond. Nest boxes near the pond enhance existing habitat for wood ducks and songbirds. The Rocky River runs through the site, providing additional aquatic habitat, and a nature trail provides opportunities for wildlife viewing.

Materials Management

Republic recognizes the responsibility and opportunity we have in managing the nation's waste stream to provide a source of renewable materials and energy to the economy. We are innovative and constantly explore new options to capture value and energy from materials in the waste stream, while ensuring environmental responsibility and sustainability.



Materials Management Recycling

With 60 recycling centers nationwide, recycling is a core component of Republic's business. And, with more people recycling in more communities, we're on a path to a cleaner, healthier planet for future generations to enjoy.

Republic looks for ways to reduce materials in its landfills that have value to society. Recycling not only removes materials from landfills, but it returns recovered recyclables to the economy to replace virgin materials that have large carbon footprints and other harmful environmental impacts associated with their mining and/or production.

As recycling demand continues to grow, we will be there to meet the need. With state-of-the-art equipment and some of the industry's best talent, Republic continues to make significant investments in recycling infrastructure that offers recycling solutions to more residents and businesses across the country.





In 2014, Republic invested over \$20 million to develop and upgrade our recycling centers, increasing our capacity by an additional 170,000 tons per year.

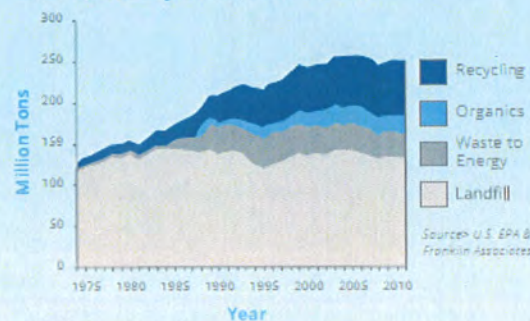
The majority of this investment was dedicated to serving the expansion of our single-stream, curbside collection service.

To meet customer recycling demand in markets where we don't have facilities, we develop capabilities through alliances and partnerships.

Materials Management Managing the Evolving Ton

The term “evolving ton” references the increasing volume of materials recycled. Today, a ton of trash isn’t what it used to be — it’s evolving. Years ago, the discarded material that was disposed in a landfill was made up of practically everything consumers wanted to throw away, including much of what is now recycled. With a portion of a given ton diverted to recycling centers and removed from the waste stream, fewer tons are entering landfills. This signals a change in consumer demand and further supports Republic’s efforts to grow our recycling business.

U.S. Municipal Solid Waste



North Texas Recycling Center

One of Republic’s newest recycling centers, located in North Texas, was the winner of the Solid Waste Association of North America’s 2014 Gold Award for Recycling Excellence. The Center received the award within one year of opening and set the industry standard for innovation in recycling technologies and processes across the country. The 90,000 square-foot center is home to a technologically advanced single-stream recycling system that can process more than 500 tons of materials per day, or more than 140,000 tons of materials each year.

Southern Nevada Recycling Center

In the fall of 2015, Republic will open a new recycling center in Southern Nevada that will double residential recycling capacity in the region, making it the largest residential recycling center in the nation. The new 110,000 square-foot facility will feature an interactive learning center that is intended to be a resource for the community and customers, as well as an educational destination for sustainability-minded Las Vegas tourists.



There are many steps in the recycling process. It begins with the customer, who places items in the recycling bin. The rest is up to us. In general, our recycling process is:

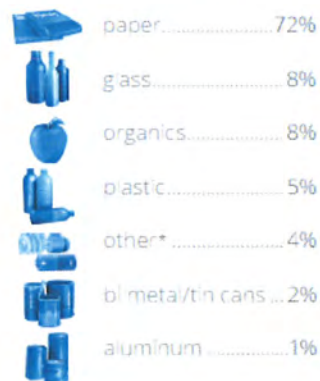
step
1
collect



We collect and deliver recyclable materials to our recycling centers.



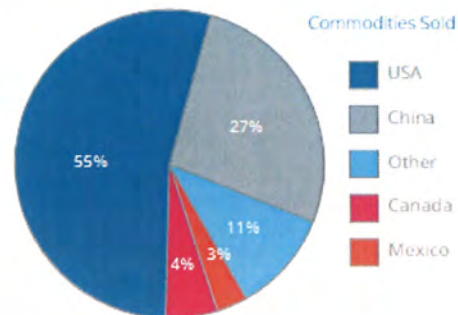
Republic collected nearly five million tons of recyclables in 2014, consisting of the following materials:



*Wood, batteries, tires, copper, etc.

Recyclable Commodities

Once the recyclables are sorted and baled, we sell the commoditized materials to over 150 mills and manufacturers worldwide.



Recycling Center Innovation

Many of Republic's recycling centers feature highly automated materials sorting systems, which enable facility operators to continually monitor the materials sorting process, move up to 110 tons of materials per hour, and automate the baling and storage of finished commodities. These systems also can sort and process incoming materials, and ship finished commodities to domestic and international markets.

step
2

sort



We sort all materials – both mechanically and by hand – grouping like items together.

step
3

package

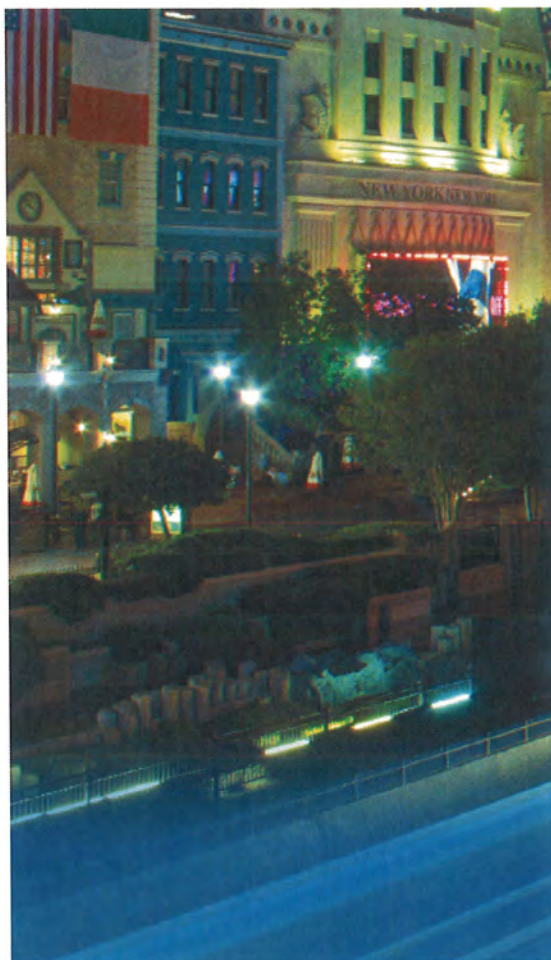


We package materials for transport to off-site manufacturers.

MATERIALS MANAGEMENT
23

Materials Management Recycling Partnerships

We believe in empowering our customers and communities to do the right thing. This means providing effortless recycling solutions at their homes or businesses, and creating a sustained impact through public education and awareness. We partner with major retailers, professional sports franchises, universities, and others who are as committed to protecting our Blue Planet as we are, and who believe in leading by example. Together, we have incredible reach and vast opportunity to increase recycling participation across the country, from shopping centers to stadiums and tourist destinations to classrooms.



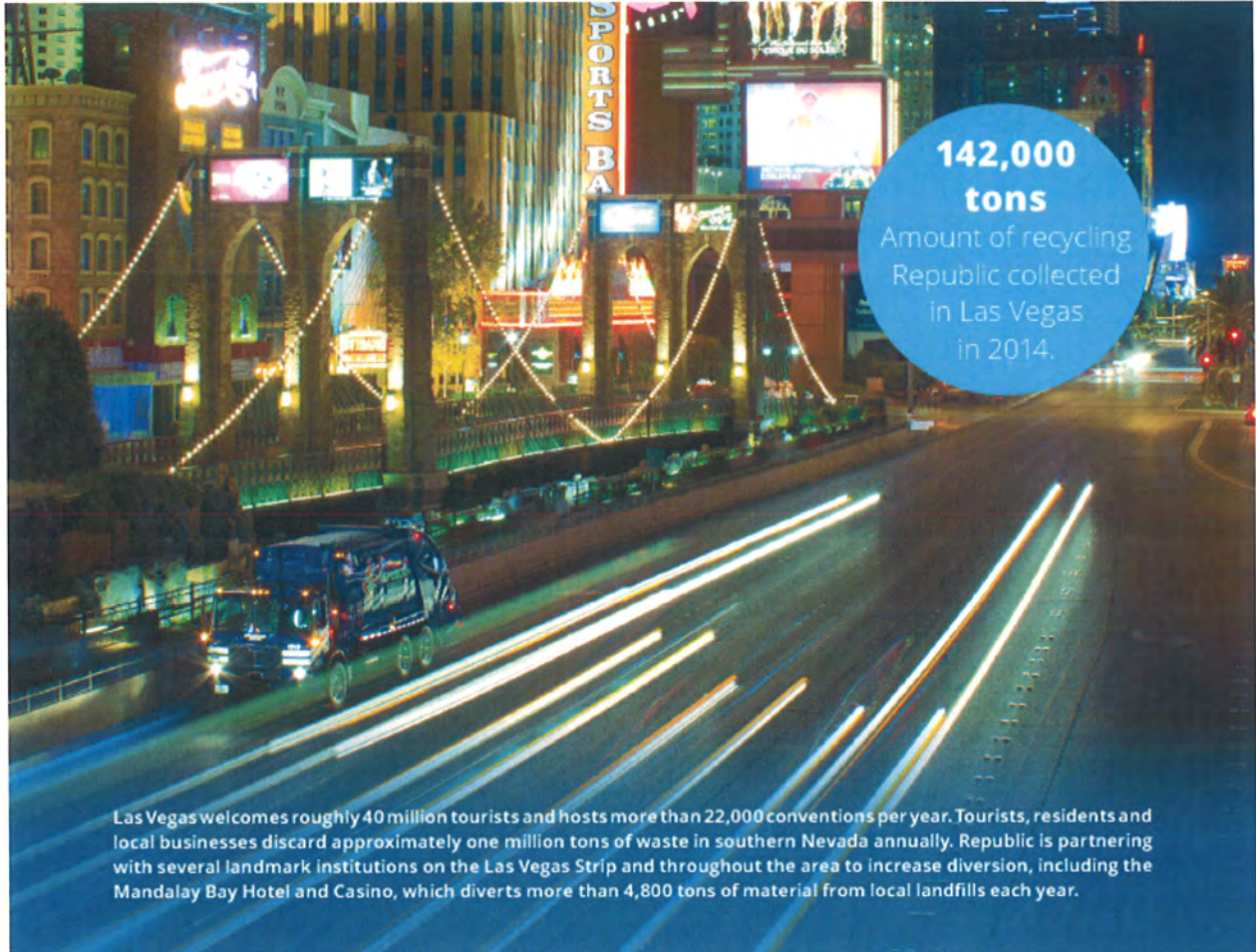
University of Nevada – Las Vegas Game Day Challenge

Republic's Game Day Challenge partnership is a national competition among approximately 75 universities and colleges. The University of Nevada – Las Vegas (UNLV) involves education and awareness initiatives that enable each fan to recycle nearly one pound of material per home game. It is a winning combination. UNLV ranks first in the Mountain West Conference and second in the nation in Game Day Challenge recycling. Republic and UNLV also team up throughout the year to increase recycling participation on campus, generating approximately 750 tons of recycled material per year.

Three Cheers for the Blue Team

We partner with the Buffalo Bills in an effort to make Ralph Wilson Stadium a zero waste facility. During home games, the Buffalo Bills and Republic Services' Blue Team distribute complimentary blue recycling bags and black garbage bags to tailgaters to help keep their spaces clean. In 2014, the carbon emissions benefits from this team effort were equal to saving 12,500 gallons of gasoline, which would have been used to support the manufacturing and transportation of virgin materials.

Some of the other sports teams we work with include the Phoenix Suns, Phoenix Mercury, Utah Jazz, Denver Nuggets, Portland Trailblazers, Arizona Diamondbacks, Kansas City Royals, Indianapolis Colts, San Jose Sharks, Loyola Marymount University and the University of Missouri – St. Louis.



Las Vegas welcomes roughly 40 million tourists and hosts more than 22,000 conventions per year. Tourists, residents and local businesses discard approximately one million tons of waste in southern Nevada annually. Republic is partnering with several landmark institutions on the Las Vegas Strip and throughout the area to increase diversion, including the Mandalay Bay Hotel and Casino, which diverts more than 4,800 tons of material from local landfills each year.

The Power of Teamwork

Republic teams up with several major retailers to increase diversion and improve operating efficiencies at storefronts and distribution centers nationwide. Republic customizes sustainability programs for national account customers that are designed to exceed expectations, empowering some of America's greatest companies to do even more of the right thing.

In 2012, one of the country's major retailers requested assistance in designing an alternative program to replace their disposal practices for non-repairable store equipment. Republic developed a pilot program that — in its first year — identified and diverted more than 330,000 pounds of material from local landfills. Due to the pilot's success, the program was quickly expanded to all of its approximately 1,000 stores nationwide.

Another large retailer requested assistance in capturing plastics at its stores and distribution centers. Working with our customer, we implemented a strategy that involved employee engagement, audits, and monthly and quarterly data reviews. In one year, this strategy improved plastics diversion by 15%, contributing an additional \$350,000 in annual savings for our customer.

Materials Management Gas-To-Energy

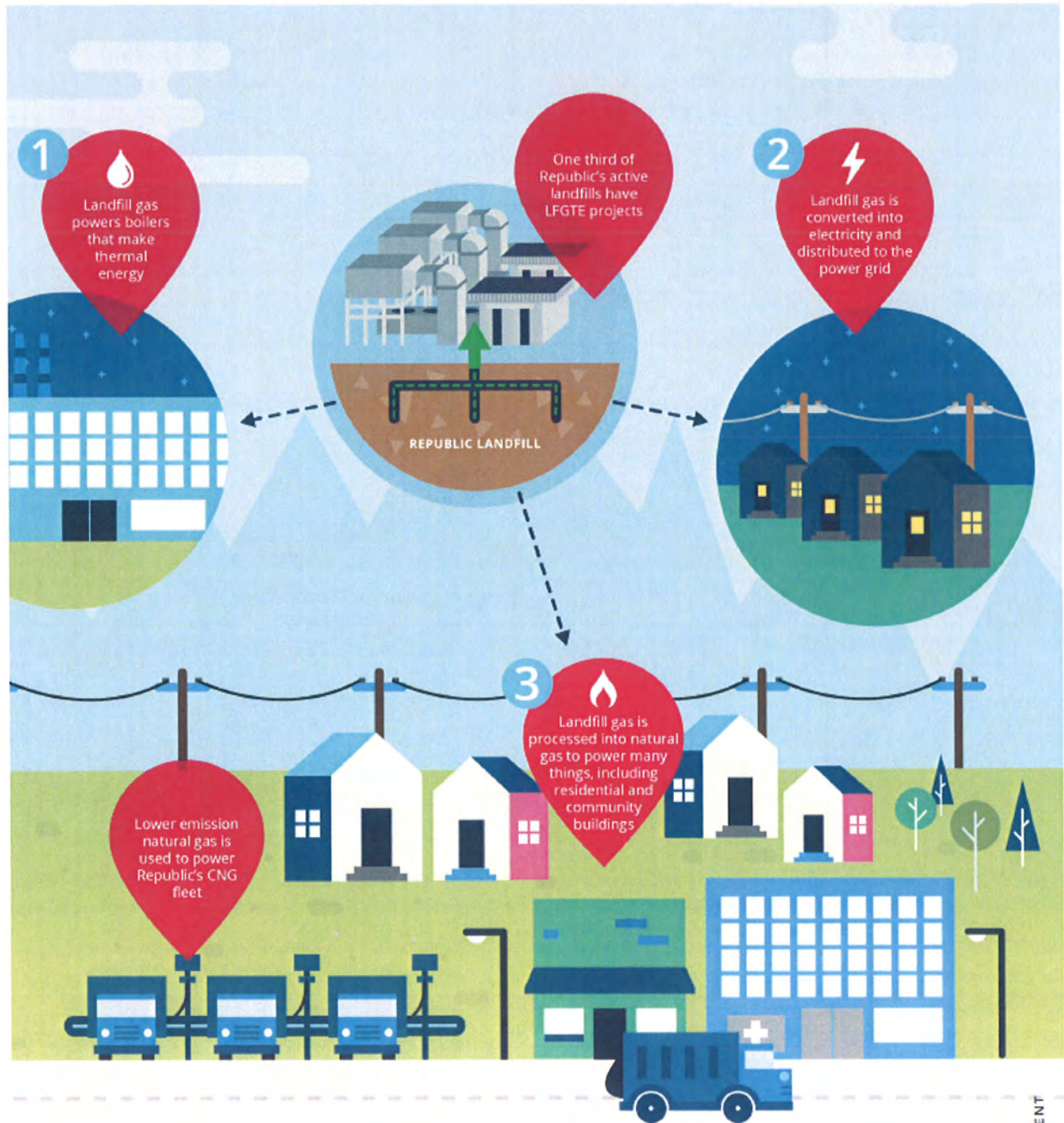
Materials like fiber, food and yard waste generate methane gas when they decompose in landfills. We manage these materials by removing them from the landfill where alternative treatment facilities, like composting, exist.

Where these facilities are not available, Republic is committed to providing landfill gas-to-energy (LFGTE) projects that are vital resources in the renewable energy infrastructure of the communities we serve. The use of landfill gas provides our economy and environment with significant benefits, including:

- the capture and use of methane, thereby reducing air pollution
- the offset of fossil fuels, thus reducing our dependence on foreign oil and use of our natural resources.

72 LFGTE
Projects
Nationwide.





Gas-to-Energy projects involve extracting gas from within the landfill, processing the extracted gas, and then distributing the energy through one of the three ways listed above.

Communities

We are dedicated to supporting our customers and being a good neighbor in the communities in which we live and work. This includes investing back into our communities through customer engagement, philanthropic giving, volunteerism, infrastructure investments, and operating in over 240 markets at the highest standards.



Communities Customer Engagement

Republic's customers care about more than simply having their recyclables and waste picked up. They share our concern for the planet and want to do what is best for the environment. For effective solutions and reliable industry knowledge, customers often look to Republic Services and our products and services that make being environmentally responsible convenient and effortless for them.

COMMUNITIES
30

REPUBLIC REWARD\$™

Republic Rewards

Our community-based program encourages customers to recycle by empowering them to earn recycle points, which do two things: 1) provide access to hundreds of discounts on everyday products and at stores, and 2) fund needed civic projects in their own neighborhoods through community grants. Whether supporting the purchase of new playground equipment, planting flowers at the local library or donating trees, customers can contribute to neighborhood improvements, all funded by Republic.



Electronics Recycling with BlueGuard™

Because the consequences of improper electronics disposal can be serious, including health hazards and data breaches, Republic is educating customers and providing them with the solutions they need to properly dispose of these items. While this helps guard our customers' personal information, we're also protecting our planet from the hazardous materials inside electronic waste that can damage the environment.



We'll handle it from here.™

Republic Services' tagline – We'll handle it from here.™ – lets our customers know that they can count on us to provide an effortless experience. We have a robust and growing suite of products and services along with the customer zeal to make proper disposal easy for our customers, while giving them peace of mind that they are making a positive environmental impact.

BluePrint™ Waste Assessments

Republic Services can create a customized sustainable waste program for each customer that is focused on cost savings and service efficiency, as well as promoting environmental responsibility. By performing waste audits and providing customized programs to numerous customers at the local and national level, there has been significant reduction in the amount of waste that goes to a landfill and an increase in the amount of materials that are recycled.



All-in-One Recycling.™

Republic's All-in-One Recycling program makes recycling effortless for our customers. The name itself tells our customers know that we'll sort their recyclables so they don't have to. All-in-One Recycling is as simple as throwing all recyclables into one bin and letting us do the rest. Because the effectiveness of our programs is determined by the amount that our customers recycle, the simplicity of this program is specifically designed to grow residential recycling activity toward families.



All-in-One Office.™

All-in-One Office delivers everything a business needs for a successful employee recycling program and is our first product that offers recycling and waste solutions inside a business. The program offers commercial and industrial customers access to a wealth of ready-to-use materials to help them launch, support, and promote their internal recycling programs. These tools help to effectively introduce the recycling program to employees and encourage ongoing recycling – which results in an overall increase in office recycling.

Communities Community Engagement

Whether it's walks and runs to raise awareness or food drives to benefit local food banks, Republic Services employees are always ready, willing and able to extend a helping hand to their communities.

From a corporate perspective, Republic makes donations to support not only the local Phoenix community, where our headquarters is located, but also backs causes that are national in scope and impact.

\$2.3 million
donated to
local charities
nationwide
in 2014.

Our generous employees joined in the Ice Bucket Challenge and the fight against ALS, raising more than \$10,000.



Communities Improving the Community

Our 31,000 dedicated employees constantly stay connected with their local communities. While there are far too many local activities to name, we're proud to see our charitable efforts focused where they're most needed:

Children & Family

Whether we're providing a meal to a family in need or making a child smile on Christmas morning, our employees are especially generous when it comes to opportunities to help children and families thrive. We conduct canned food drives across the nation at various times of year, donate to organizations like Goodwill, support holiday causes, like Toys for Tots and Adopt-A-Family, and take part in community activities geared toward families.

Community & Environment

Everyone wants to live in a clean, safe environment—and our employees are making that a reality in neighborhoods and wildlife areas alike. From adopting highways to community cleanups to efforts to increase recycling, we're helping to make America even more beautiful.

Health & Wellness

By donating to Susan G. Komen to increase breast cancer awareness, Banner Children's Hospital to fight kids' cancer, and participating in local blood and food drives at various offices, our employees continue to show their generosity when it comes to helping to find a cure and drive awareness for many forms of disease, disability and poverty.

Arts & Education

Through museum sponsorships, scholarship funds and recycling initiatives in K-12 schools and universities, we're committed to providing funding for arts, science and education programs. In communities across the country, we support educational and developmental programs with organizations, like the Boys & Girls Club, the YMCA, Boy Scouts of America and various arts and science museums.



Every October during Breast Cancer Awareness Month, Republic employees across the country rally around events, fundraisers, walks and runs to demonstrate our commitment to finding a cure for breast cancer.

– Crestwood, Illinois



Children from Garehime Elementary School toured the Apex Landfill.

– Las Vegas, Nevada



Students lined up to sit inside one of our trucks at Hawthorne Elementary School's Career Day event.
- Independence, Missouri



Employees from Mt. Laurel and Valley Forge participated in the 4th Annual Walk for Wishes fundraiser.
- Philadelphia, Pennsylvania



Local team honored as second hauler to ever earn the Washington County Recycle at Work Award.
- Lake Oswego, Oregon

Safety

Due to the nature of our industry, we prioritize safety above all else. When people feel safe, they can fully participate in the opportunities that are available to us every day.

Safety

Think. Choose. Live.

Republic is dedicated to the safety of our employees, customers and the communities we serve. In fact, safety is one of our key company priorities.

Drivers work hard to be safe every day as they go out and do their jobs. In addition to serving customers and keeping the streets and community clean, they are keenly aware of their surroundings and make the choice to do the right thing – all the time, every day.

Our **Think. Choose. Live.** slogan encapsulates our everyday safety message to our employees to: **Think** about what you are doing, **Choose** the safe answer, and **Live** to go home to your family. Our goal is to ensure every one of our employees returns home safely each night.



Republic Services is invested in programs and practices that make safety a foundational part of who we are, protecting our employees and communities.

Safety Facts

Over the past seven years, Republic's safety performance* has been 42% better than the industry average.

Our Pedestrian Safety and Defensive Driving videos have won CINE and Telly awards.

Republic's Heat Stress Safety program was recognized by the U.S. Department of Labor.

Each morning, our 15,000 drivers across the nation start their day with a safety briefing.

Republic operates 22 driver training safety centers.

* OSHA recordable rates



Safety Incentive Programs

We're proud of our two safety incentive programs: Dedicated to Safety and Dedicated to Excellence. We recognize and reward employees for outstanding safety and customer service. For Dedicated to Safety, employees must meet all safety requirements for the year, including no preventable accidents and no safety warnings. For Dedicated to Excellence, employees must earn the Dedicated to Safety Award and meet additional criteria for customer service, attendance and other performance metrics. We believe safety and productivity go hand-in-hand. Last year, approximately 12,300 employees earned the Dedicated to Safety Award and 5,800 employees earned the Dedicated to Excellence recognition.

Focus 6

Our industry-leading safety program, Focus 6, provides employees with guidance, tips and techniques to prevent the six most common types of serious accidents – backing, intersections, push-pull-lift, rear collisions, rollover, and pedestrian. The training employees receive from Focus 6 is the foundation of the countless decisions they have to make every day to stay safe.



Pictured left to right, 2014 Drivers of the Year: Johnny Caine (Residential), Florentino Castrejon (Industrial), and Quermene Perea (Commercial).

Driver of the Year

We believe good safety records are something to celebrate, and we take pride in recognizing employees and divisions that demonstrate a relentless commitment to safety. Employees with the best driving records are eligible for the industry's most prestigious award, National Waste & Recycling Association's Driver of the Year.

Since 2009, Republic drivers have won "Driver of the Year" for the large truck category 10 out of 12 times. In 2014, Republic swept the category with all three winners: Large Residential, Large Industrial and Large Commercial.

Safety

Republic Stars on the Street

Safety is about more than preventing dents and dings, it's also about being a good partner in the community and keeping an eye out for our neighbors. Our drivers are often recognized for going above and beyond the call of duty, protecting people and their property. We look out for our communities because they're our communities, too.

"Thank you to Jose and Roberto for being so kind and observant. They took the time to return our empty trash bin to our front door and placed my husband's missing keys on the lid. We didn't even know they were missing yet! We can't thank Jose and Roberto enough – it was a really kind thing to do. These gentlemen are doing a great job!"

— Customer, Las Vegas, NV

SAFETY
40

Idaho Driver Saves Drowning Man

Residential Lead Driver Ryan C. was driving his route when an erratic driver caused another car to nose dive off the road and into a canal to the side of the road. Ryan ran to the canal and could see a young man inside trying desperately to escape the sinking car. Seeing this, Ryan jumped into the canal and tried to open the doors. After several tries, the glass broke, and Ryan reached inside for the man who did not know how to swim. Ryan assured him he would be alright as he pulled him from the car and onto the canal bank.

Drivers Take Action in Fire

An Athens-Clarke County police officer responded to a house fire. Upon arrival, he observed the attached garage engulfed in flames. As he approached the garage with a fire extinguisher, he saw two men, Drivers Luis M. and Tim S., attempting to put out the fire. One had a water hose fighting the fire and the other was pulling a riding lawn mower from the garage that was covered in flames. As the officer used a fire extinguisher to help combat the flames, both Luis and Tim continued removing items out of the garage that were accelerating the fire. The fire was quickly extinguished and no injuries occurred.

Driver Rescues Family in Car Accident

Residential Driver Johnny H. was on his way back to the local Morganton, NC, division after making his last stop for the day when an SUV in front of him lost traction in the snow. The SUV spun sideways and across the road, and ended up flipped over in a ditch. The woman driving the car was able to crawl out of the window, but Johnny saw a toddler and man still stuck inside. He worked with the man trapped inside to get the child out safely. The man inside was then able to free himself.



"As I was getting my son ready this morning, I heard the garbage truck approaching and realized that I forgot to take the trash out. My husband, who just got deployed to Afghanistan, used to be the one to do this. By the time I got the cans out, the truck was already pulling out of my cul-de-sac. As I returned back inside the house, I saw the driver, Juan Z., walking to my driveway and manually rolling my trash can to the truck to empty it. It was super nice of him to do that. It was so unexpected, and I was touched when I saw that. You have a GREAT employee, and we are grateful for the wonderful service he provides. Thank you."

— Customer, Bridgeton, MO

Four Legged Friend Returned to Customer

Republic customer Chuck W. was breaking down cardboard boxes to place in his apartment complex's recycling container when his turtle, Brian, climbed into one of them. It wasn't until after the container was serviced that Chuck realized Brian may have been caught up in the disposed materials. Chuck drove to our Newby Island Resource Recovery Park for help finding his pet. With the aid of GPS and our employees, Chuck was able to locate the boxes he tossed. Inside one of them, he found his turtle safe and sound, which led to a very happy reunion between our customer and his four-legged friend.

Employee Helps Detain Escaped Inmate

One night, there was an alert that several people had broken out of the Maricopa County Detention Center in Phoenix, Arizona. While Roll-Off Driver Mark F. was servicing a compactor, one of the escaped inmates approached him and asked for a ride. Mark realized he was an escapee and carefully detained him until police officers arrived.

People

We believe that empowered employees are the greatest indicator of our success. We provide ongoing job training, growth and development opportunities for our employees at every level. We're invested in our employees and continue to look for meaningful ways to demonstrate our appreciation for the hard work and dedication they show each and every day they come to work.

People Aligned to Serve Customers and Preserve Our Planet

An important part of protecting our Blue Planet is our people. Without their unwavering commitment to the planet and our customers, we wouldn't be able to do all that we do every day.

We're focused on attracting and retaining talented professionals that are just as committed to the environment as our company and our customers — and we motivate them through meaningful and rewarding careers.

PEOPLE
44

Employee Engagement

We can only serve our customers and the planet with employees who are engaged in our company and the work we do every day to protect the planet. Through an annual employee engagement survey, an open door policy, and robust communications, we listen to our employees, show them we care, and most importantly, demonstrate our commitment to making Republic a great place to work for everyone.



In 2014, our employee engagement score was 81%. We look forward to continuing to work with our employees to reinforce Republic as a great place to work.

Diversity & Inclusion

We are actively and intentionally creating an environment in which all individuals are welcomed and valued. In 2013, we launched MOSAIC (Mission of Supporting an Inclusive Culture) as our renewed approach to diversity and inclusion. Through MOSAIC, we have developed new strategies and activities to continue creating a more diverse workforce and inclusive work environment. In this way, we can leverage our best thinking to improve our culture and better serve our customers and planet.

Hiring Our Heroes

There's no better way to protect our planet than to recruit and hire the heroes who have protected our country. We actively recruit and hire veterans – those transitioning from military life as well as those long discharged from active duty. We value the skills, experience and operational excellence they bring to our organization – along with their commitment to a better tomorrow.

Historically, we've had great success hiring veterans. In 2012, for example, 33% of general managers, 20% of operations managers, and 38% of maintenance managers that we hired self-identified as having served in the U.S. Coast Guard, Army, Navy, Marines or Air Force.

Compensation & Benefits

We retain top talent by offering competitive pay and a comprehensive benefits package. We care about our employees' well-being and offer a Total Rewards program to support good health and build wealth, including:

- ACA-compliant healthcare program for all employees, including prescription, vision and dental coverage options
- A health concierge, providing 24/7 guidance by medical professionals
- 401(k) program with company match
- The Road to Wellness program with online provider tools for managing health and wealth
- Employee Assistance Program to help employees with legal, financial and emotional challenges
- Employee Stock Purchase Plan

Employee Relief Fund

If disaster strikes, our first priority is accounting for our employees, and then making sure they have the support they need to move forward. While Republic is on the ground and heavily involved in community clean-ups following disasters big and small, we also make sure to provide support to employees enduring loss during these unexpected situations. Through our Employee Relief Fund, employees are not alone if disaster strikes a little too close to home.

Learning & Talent Development

We want our people to be the difference in the lives of our customers and the communities we serve. That's why we create high-impact learning experiences that people can use on the job and at home. With many training opportunities focused on safe driving, we're making sure our drivers are doing their part to keep the community clean and the roads safe for our customers and their families.

Over the past five years

Republic's Employee Relief Fund has provided nearly \$500,000 in financial support to 222 employees affected by tornadoes, hurricanes, wildfires and other natural disasters.



PEOPLE
45

People Ethics & Compliance

At Republic, we are committed to operating our business with the highest levels of ethics and integrity. Our continued success depends upon us acting legally, responsibly and ethically at all times. Nothing is more important than doing the right thing.

We strive to conduct our operations in compliance with applicable laws, regulations and permits. Our facilities and operations are subject to a variety of federal, state and local regulations that regulate, among other things, the environment, public health, safety, zoning and land use.

Republic's Ethics & Compliance Committee is composed of members of senior management.

Ethics

An "Open Door"

Employees can and should raise any concern about actions or decisions that may be unethical, illegal or in violation of Republic policies. Republic's "Open Door" practice encourages open communication between managers and employees. Discussions are kept in confidence to the extent appropriate or permitted by law. Concerns are handled quickly, discreetly and professionally.

The AWARE Line

The AWARE Line is available to any Republic employee who wants to report a potential violation of the law or Republic's policy, or other concern. The toll-free number is operated by an independent service, whose trained specialists are available to take calls 24 hours a day, 7 days a week, in both English and Spanish. The calls are not recorded or traced.

Calls are forwarded to Republic for follow-up. Reports are promptly and thoroughly reviewed and treated confidentially to the extent possible. Appropriate action is taken when policy, ethical or legal violations or misconduct are found to exist.

Code of Business Ethics & Conduct

Legal compliance and ethical behavior are an integral part of our everyday jobs. In addition to detailed policies, procedures and guidelines, our Code of Business Ethics & Conduct reminds us of our commitment to conduct business according to the law and high ethical standards. The Code of Business Ethics does not cover every ethical question or situation, but it does provide a basic guide to understanding Republic's expectations for each employee.

Additionally, our managers are required to complete training, adding a variety of important compliance topics. There are other required online compliance training modules taken at the time of hire with refresher modules planned for every two years.

Compliance

Federal, State & Local Regulations

Operating and other permits, licenses and other approvals generally are required for landfills and transfer stations, certain solid waste collection vehicles, fuel storage tanks and other facilities that we own or operate.

Federal, state and local laws and regulations vary, but generally govern many of our operations, including wastewater or storm water discharges; air emissions; the handling, transportation, treatment, storage and disposal of hazardous and non-hazardous waste; and the remediation of contamination associated with the release or threatened release of hazardous substances. The U.S. Environmental Protection Agency (EPA) and various other federal, state and local authorities administer these regulations.

Following Federal Statutes

The primary federal environmental and occupational health and safety-related statutes that we follow each day to ensure operational compliance, include:

- The Solid Waste Disposal Act, including the Resource Conservation and Recovery Act (RCRA)
- The Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)
- The Federal Water Pollution Control Act (the Clean Water Act)
- The Clean Air Act
- The Occupational Safety and Health Act (OSHA)

Complying with State and Local Regulations

Each state in which we operate has its own laws and regulations governing solid waste disposal, water and air pollution, and, in most cases, releases and cleanup of hazardous substances and liabilities for such matters. States also have adopted regulations governing the design, operation, maintenance and closure of landfills and transfer stations.

Do the Right Thing!



47
PEOPLE

1.8.4 Exceptions

**Exceptions of BFI Waste Services of Texas, LP
To City of Galveston RFP #15-08 for Solid Waste
and Other Non-Hazardous Collection Services**

Appropriations. In lieu of the language set forth on page 3 in the section called "Re-Appropriation of Budget Items" and the language set forth on page 4 in the section called "Appropriation of Funds", Republic Services requests the following language be inserted:

"Compensation.

- i. Contractor shall be compensated for services actually provided in accordance with the attached Exhibit ____ (the pricing exhibit), as adjusted from time to time.
- ii. Contractor shall be compensated for its services based on the City's collections, (which are in arrears on a monthly cycle at the end of each month). City shall pay Contractor within fifteen (15) days following the end of the month in which the City receives payment.
- iii. City shall ensure that at all times during the term of this Agreement that the City will charge, pursuant to an ordinance duly passed by the City's governing body, a sufficient rate from the City's solid waste customers to pay the amounts due under this Agreement and to otherwise operate the City's solid waste collection system, including all applicable sales taxes and billing and collection costs and procedures for customers services hereunder. City shall provide to Contractor a copy of all ordinances referenced by this paragraph within thirty (30) days of passing each such ordinance.
- iv. It is expressly understood by the parties that all payments due by the City hereunder are to be made from revenues received by City from the operation of its solid waste collection system and that all payments to be made hereunder shall constitute operating expenses of such waste collection system. Contractor shall not have any right to demand payment of any obligation of City under this Agreement from funds raised or to be raised by taxation. No obligations of City under this Agreement shall be construed to be a debt of the City of such kind as to require under the laws of this State the levy and collection of a tax to discharge such obligation.
- v. The City acknowledges that the Contract grants an exclusive franchise to Contractor, which may only be terminated in accordance with paragraph ____ (regarding Termination)."

Insurance.

Republic Services takes the following exceptions to the insurance provisions:

After “workers compensation”, and “or equivalent” as Republic is a non-subscriber to workers compensation in the State of Texas;

Delete the requirement to carry professional liability insurance as this is not applicable to the services.

Indemnity.

Insert the word “negligent” before “acts or omissions” in the first paragraph on page 7. Delete the fourth paragraph and replace with the following: “Notwithstanding anything to the contrary in this section, Contractor shall have no obligation to indemnify the City of Galveston to the extent that any claims, losses, damages, causes of action, suits, or liabilities are caused by the negligence or willful misconduct of the City of Galveston, its offers, agents or employees.”

Final Contract.

Republic Services reserves the right, if awarded the bid, to negotiate a contract that is mutually acceptable to both parties. At a minimum, the final contract must include the following provisions:

- a) The portable waste shall not include any Excluded Waste.
- b) “Excluded Waste” means highly flammable substances, Hazardous Waste, liquid wastes, special wastes, 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 Contractor, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility.
- c) “Hazardous Waste” means 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 substance 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.
- d) Notwithstanding anything set forth in this Agreement or otherwise to the contrary, ownership and liability of Excluded Waste shall not pass to Contractor.

2.0 PROPOSAL SIGNATURE PAGE

INVITATION FOR PROPOSALS SHEET
RFP #15-13
CITY OF GALVESTON, TEXAS

Having read and understood the instructions, terms, conditions and specifications,
we submit the following:

Richard Linc
Witness

5/22/2015
Date

Republic Services
Company Name

Brian P. Gonzales
Authorized Representative Signature

Brian Gonzales
Printed Name

General Manager
Title

5301 Brookglen
Correspondence Address

Houston, Tx 77017
City, State, Zip Code

65-0716904
Tax Identification Number (Tin/Fien/Ssn)

P.O. Box 78829
Remit Address

Phoenix, Az 85062-8829
City, State, Zip Code

713 948 7600
Telephone Number

713 378 9206
Fax Number

BGonzales3@republicservices.com
Email address

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED

ATTACHMENT A - "PROPERTY TAXES STATEMENT"

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING SUBMISSION
"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

Brian Gonzales for Republic Services

Bidder's Printed or Type Name

Bidder's Signature

22-May-15

Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED

ATTACHMENT B - "NEPOTISM STATEMENT"

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING
SUPERVISOR DEEMING YOUR SUBMISSION
"NON-RESPONSIVE"

The Submitter or any officer, if the Submitter is other than an individual, shall state whether Submitter has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Submitter 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 Submitter is **NOT** an individual:

 The officers of the company submitting are not related by blood or marriage to any official or employee of the City of Galveston

_____ The officers of the company submitting this are 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: _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED

ATTACHMENT C - "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 THESE PROPOSALS IN COLLUSION WITH ANY OTHER SUBMITTER, AND THAT THE CONTENTS OF THESE PROPOSALS AS TO PRICES, TERMS OR CONDITIONS OF SAID PROPOSALS 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 THERE PROPOSALS.

VENDOR Republic Services

ADDRESS 5301 Brookglen, Houston, Tx 77017

PHONE 713 948 7600

FAX 713 378 9206

BIDDER (SIGNATURE) _____

BIDDER (PRINTED NAME) Brian Gonzales

POSITION WITH COMPANY General Manager

SIGNATURE OF COMPANY OFFICIAL

AUTHORIZING THIS BID

COMPANY OFFICIAL

(PRINTED NAME) Brian Gonzales

OFFICIAL POSITION General Manager

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED

THE CITY OF GALVESTON, TEXAS

DOCUMENT 00435, REQUIRED BY ALL BIDDERS WHO WILL RECEIVE FEDERAL FUNDS IN PAYMENT OF PROCUREMENT.

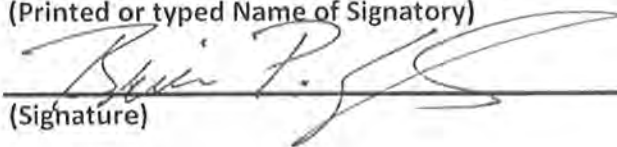
BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification - the above information is true and complete to the best of my knowledge and belief.

Brian Gonzales

(Printed or typed Name of Signatory)



(Signature)

22-May-15

(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 AND SUBMITTED

3.0 ADDENDA SIGNATURE PAGES

ADDENDUM I
RFP 15-13
Project Title: Sludge Hauling
Date: May 28, 2015

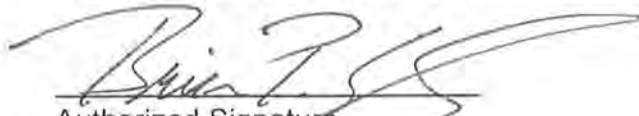
In reference to the above Invitation to Bid please note the following additional information:

The bid has been extended to June 17, 2015 at 3PM

If you have any questions, please call me at (409) 797-3575. Tifney Scott

Purchasing Supervisor
City of Galveston, TX.

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.


Authorized Signature

5-29-15
Date

Brian Gonzales
Printed Name

Republic Services
Company Name

A COPY OF THE ADDENDUM MUST BE RETURNED WITH YOUR BID!



**RFP 15-13
Service Agreement
City of Galveston, Texas**

RFP #15-13

Date: May 13, 2015

Open: June 4, 2015 at 3:00PM

Sealed Responses/Proposals, prepared with **one original, one readable media, and five (5) copies** addressed to the Purchasing Supervisor, City Hall, room 302, 823 Rosenberg, Galveston, Texas 77550, will be received until **3:00PM on June 4, 2015** opened immediately in that office in the presence of the City's auditor or a witness from the Finance Department and the Purchasing Supervisor. Any submission received after **3:00PM** on the date specified will be returned unopened, for the following project.

RFP #15-13

The City of Galveston is seeking sealed proposals from qualified companies to provide transportation of dewatered domestic wastewater sludge for the Department of Public Works in the City of Galveston, Texas

Proposals package

The Request for Proposals, Attachment 1, any Specifications/line Item Details, and the Proposal Sheet are all considered part of the proposal package. Proposals must be submitted on the forms provided by the City, including the Proposal Sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the proposal sheet/contract page(s) will disqualify the submittal from being considered by City Council. Any individual signing in behalf of the submitter expressly affirms that he/she is duly authorized to tender the proposals and to sign the Proposals Sheet/contract under the terms and conditions in this proposal. Submitter further understands that the signing of the contract shall be of no consequence unless the proposals are subsequently awarded and the contract properly executed by City Council.

Note: proposals must be submitted on the forms provided herein. The proposals sheet, tax statement, nepotism statement, non-collusion statement, and any other forms marked as needing to be returned must be completed, signed and witnessed as required or the submittal is non-responsive.

Envelopes will be sealed and marked with the Request for Proposal number and opening time on the outside bottom left corner to avoid the opening before the prescribed time.

Proposals sent by facsimile (fax) machine shall be rejected as being non-responsive specifications.

In an effort to maintain fairness in the process, inquiries concerning this procurement, including questions related to technical issues are to be directed to:

Tifney M Scott
Purchasing Supervisor

E-mail address: scotttif@cityofgalveston.org

****The Subject Line should read: Sludge Hauling**

PreBid

There will be a pre pre proposal meeting on Thursday, May 21, 2015 at 2:00PM – City Hall, 823 Rosenberg, Galveston TX. The meeting is not mandatory but highly recommended.

Restrictive or ambiguous specifications

It is the responsibility of the prospective submitter to review the entire packet and to notify the Purchasing Office if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or procedures must be received in the Purchasing Office not less than seventy-two hours prior to the submission deadline. Submitters are to respond as specified herein or bid an approved equal.

Modification of proposals

A submitter may modify a response by letter at any time prior to the submission deadline. The modification letter must be received prior to the submission deadline. Alterations made before opening time must be initialed by the submitter guaranteeing authenticity. Proposals may not be amended or altered after the official opening with the single exception that any supporting data required will be accepted at any time prior to City Council's consideration of the response.

Award of contract

By submitting proposals, the submitter agrees that if their submission is accepted by City Council, they will furnish all items and services upon which prices have been tendered and upon the terms and conditions in the proposals and contract.

Contractor shall submit to the City, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under the required insurance schedule of the Request for Proposals.

The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance have been approved by the City of Galveston and he/she has received notice to proceed in writing and an executed copy of the contract from the City of Galveston.

Evaluation Process

All submissions will be examined by an evaluation committee. The committee will evaluate all submissions based on the specifications written in the actual scope of services. If any specifications should conflict with anything stated in the Invitation for Proposals, the specifications in the actual scope of services shall control except for indemnity provisions.

Proposals that do not conform to the instructions given or which do not address all the services as specified may be eliminated from consideration. The City of Galveston, however, reserves the right to accept such proposals if it is determined to be in the City's best interest to do so.

The City of Galveston may initiate discussions with vendors. Discussions may not be initiated by vendors. The City of Galveston expects to conduct discussions with vendor personnel authorized to contractually obligate the vendor with an offer. Vendors shall not contact any City of Galveston personnel during the RFP process without the express permission from the City's Purchasing Agent. The City of Galveston Purchasing Agent may disqualify any vendor who has made site visits, contacted City of Galveston personnel or distributed any literature without authorization from this office.

- a. Contract fees are to be negotiated between CITY and the selected grant administrator based on fixed rates or itemized pricing maximums as provided in Exhibit B the "Itemized Pricing for Local Project Delivery Expenses". If agreement of fees and terms cannot be

achieved with selected firm, negotiations shall commence with the alternate firm selected by the CITY, and the process repeated.

- b. Upon successful negotiations, City will execute a contract with the selected administrative firm. The Scope of Work in the final executed contract between CITY and the selected administrative firm will be further defined based on the funded CITY projects and will be made a part of the contract.

All correspondence relating to this RFP, from advertisement to award, shall be sent to the City of Galveston's Purchasing Department. All presentations and/or meetings between the City of Galveston and the vendor relating to this RFP shall be coordinated by the City of Galveston Purchasing Department.

No award can be made until the City of Galveston City Council approves such action.

Submission of a proposal implies the vendor's acceptance of the evaluation criteria and vendor recognition that subjective judgments must be made by the evaluating committee.

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, 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 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, color, religion, sex or national origin.

Responsibility

The City must decide whether or not the responder has the strengths to be granted an award. Certain criteria must be met such as: financial stability, capability and capacity. History of past litigation due to lack of performance may be considered but not necessarily used as a determining factor.

The award will be made to the submitter who is determined to be the best able to fulfill the requirements as set out in the specifications.

Contract term

The term of the resultant contract will begin on the date of execution by City Council and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth.

Re-appropriation of Budget Items

The City may reduce the funds allocated and the services required under this Agreement at its discretion. The City shall notify responder in writing of this reduction. Responder shall not perform any services subtracted from this Agreement. The de-obligation of funds does not require any formal amendment of this Agreement but shall be evidenced by a revised budget approved by City Council.

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.

No commitment by the City of Galveston

This Request for Proposals does not commit the City of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a submission to this request, or to procure or contract for services or supplies.

Change Orders, as per Texas Local Government Code section 252.048

- (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, 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 \$15,000 or less, the governing body 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.

Appropriation of Funds

The City of Galveston may establish an appropriation (allocation) of funds for this project, if in the event that appropriated (allocated) funds are exhausted, the responder's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.

Confidentiality of information in proposals

Pursuant to State law, proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and keeps them secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for public inspection.

Exception to proposals

The submitter will list on a separate sheet of paper any exceptions to the conditions of the proposal. This sheet will be labeled, "Exceptions to proposal conditions", and will be attached. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

Changes in specifications

If it becomes necessary to revise any part of this Request for Proposals, a written notice of such revision will be provided to all submitters. The City is not bound by any oral representation(s), clarification(s), or changes made in the written specifications by the City's employees, unless such clarification or change is provided to submitters in a written addendum from the Purchasing Supervisor.

Protest

Any actual or prospective submitter who is allegedly involved with the solicitation or award may protest. The protest must be submitted in writing to the City of Galveston's Purchasing Supervisor within three working days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Supervisor will promptly issue a decision in writing to the protesting party.

All protest lodged by potential or actual responders must be made in writing and contain the following information:

1. Name, address and telephone number of the protestor.
2. Identification of the solicitation or contract number and time.
3. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
4. Identification of the issue (s) to be resolved and statement of what relief is requested.
5. Arguments and authorities in support of the protest.
6. A statement that copies of the protest have been mailed or delivered to all interested parties in the invitation to bid or request for proposals process. In the case of Request for Proposals, the City of Galveston Purchasing Supervisor shall ask the protester to mail or deliver the protest to relevant parties.

The City of Galveston's City Manager has the authority to render the final determination regarding the protest. Any determination rendered by the City of Galveston will be final.

Proof of insurance

The successful submitter agrees to 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. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are to be followed as listed below. Any variance from these requirements must be denoted in writing and included as exceptions to the proposals specifications.

Required insurance

- a. Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:
 - \$2,000,000** general liability (includes products and personal, etc.)
 - \$1,000,000** fire damage
 - \$1,000,000** automobile damage
 - \$500,000** workers compensation employers' liability
 - Statutory** limits for workers compensationInsurance coverage shall be on an "**occurrence basis**"

b.

Professional Liability insurance - The Contractor shall maintain in full force and effect a professional liability insurance policy which provides coverage in an amount not less than

\$2,000,000 per occurrence and \$2,000,000 aggregate. Said insurance policy provides coverage to the City for any damages or losses suffered by the City as a result of any error or omission or neglect by the Contractor which arises out of the professional services required by this Agreement

Pursuant to Sec. 2-341 of the City Code, the City has made the following Declaration of policy

It is the policy of the City of Galveston to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all City of Galveston contracts. The purpose and objectives of this article are to:

1. Increase the capacity of local M/WBE's to provide products and services.
2. Increase the opportunities for local M/WBE's to expand their business with the city and other public and private sector business entities.

Provided, however, nothing herein shall require the city to award contracts for services or procurements to a M/WBE which is not otherwise qualified.

Additionally The City of Galveston has a Disadvantaged Business Enterprise, (DBE) program mandated by the US Department of Transportation, which is part of its M/WBE program.

Laws

Responders must comply with all Federal, State, and local laws and regulations.

Withdrawal of proposals

Submitters may request withdrawal of sealed proposals prior to the scheduled opening time provided the request for withdrawal is submitted to the Purchasing Supervisor in writing. No proposals may be withdrawn for a period of sixty calendar days after the opening.

The City of Galveston reserves the right to reject any and all proposals, in whole or in part; to waive any informality in any submission, and to accept the proposals, which, in its discretion, is in the best interest of the City of Galveston. In case of ambiguity or lack of completeness in stating the prices in any proposals, the City reserves the right to consider the most advantageous proposals thereof.

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).

Indemnity clause

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.

IF THE CONTRACTOR SHOULD FAIL TO SO SUCCESSFULLY DEFEND, THE CITY MAY DEFEND, PAY OR SETTLE THE CLAIM OR OTHER CAUSE OF ACTION WITH FULL RIGHTS OF RECOURSE AGAINST THE CONTRACTOR FOR ANY AND ALL FEES, COSTS, EXPENSES, AND PAYMENTS, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND SETTLEMENT PAYMENTS, MADE OR AGREED TO BE PAID IN ORDER TO DISCHARGE THE CLAIM, CAUSE OF ACTION, DISPUTE OR LITIGATION.

IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND CITY OF GALVESTON, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS AN AGREEMENT BY CONTRACTOR TO INDEMNIFY AND PROTECT CITY OF GALVESTON FROM CONSEQUENCES OF CITY OF GALVESTON'S OWN NEGLIGENCE, WHEN THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT, OR LIABILITY WHERE THE INJURY, DEATH, OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY OF GALVESTON UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. CONTRACTOR ASSUMES NO LIABILITY FOR THE SOLE NEGLIGENCE OF CITY OF GALVESTON, ITS OFFICERS, AGENTS, OR EMPLOYEES.

Provision to be applied if Indemnity is Void

If the foregoing indemnity provision is found void for any reason, and only in that case, then the parties agree that if any claim or suit for damages of any nature arising out of or occasioned by Contractor's breach of any of the terms or provisions of this Contract or by any negligent act or omission of Contractor, its officers, agents, associates, employees or subcontractors, then Contractor will be obligated to pay for the legal defense of the City, its officers, agents and employees against such claim or suit (including the costs and expenses associated with that defense). It is additionally expressly agreed that any payment due as a result of any successful claim or lawsuit shall be paid by the party or parties found liable in the proportion of liability found against that party after the matter has been finally litigated or, alternatively, in the proportion agreed upon by the parties if the matter is settled. This provision does not waive any immunity or defense available to either party under Texas law. The provisions of this Paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

This agreement is binding upon and is to inure to the benefit of the parties, their successors, assigns, and personal representatives.

City of Galveston
Department of Finance
Purchasing Division

**INVITATION FOR PROPOSALS SHEET
RFP #15-13
CITY OF GALVESTON, TEXAS**

**Having read and understood the instructions, terms, conditions and specifications,
we submit the following:**

Witness

Company Name

Date

Authorized Representative Signature

Printed Name

Title

Correspondence Address

Remit Address

City, State, Zip Code

City, State, Zip Code

Tax Identification Number (Tin/Fien/Ssn)

Telephone Number

Fax Number

Email address

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED

ATTACHMENT A – “PROPERTY TAXES STATEMENT”

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING
SUPERVISOR DEEMING SUBMISSION
“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

Bidder's Printed or Typed Name

Bidder's Signature

Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED

ATTACHMENT B – “NEPOTISM STATEMENT”

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING
SUPERVISOR DEEMING YOUR SUBMISSION
“NON-RESPONSIVE.”**

The Submitter or any officer, if the Submitter is other than an individual, shall state whether Submitter has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Submitter 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 Submitter is **NOT** an individual:

_____ The officers of the company submitting are not related by blood or marriage to any official or employee of the City of Galveston.

_____ The officers of the company submitting this are related by blood or marriage to the following official(s) or employee(s) of the City of Galveston.

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED

ATTACHMENT C –“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 THESE PROPOSALS IN COLLUSION WITH ANY OTHER SUBMITTER, AND THAT THE CONTENTS OF THESE PROPOSALS AS TO PRICES, TERMS OR CONDITIONS OF SAID PROPOSALS 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 THESE PROPOSALS.

VENDOR _____

ADDRESS _____

PHONE _____

FAX _____

BIDDER (SIGNATURE) _____

BIDDER (PRINTED NAME) _____

POSITION WITH COMPANY _____

**SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS BID** _____

**COMPANY OFFICIAL
(PRINTED NAME)** _____

OFFICIAL POSITION _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED

THE CITY OF GALVESTON, TEXAS

DOCUMENT 00435, REQUIRED BY ALL BIDDERS WHO WILL RECEIVE FEDERAL FUNDS IN PAYMENT OF PROCUREMENT.

BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

(Printed or typed Name of Signatory)

(Signature)

(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 AND SUBMITTED



CITY OF GALVESTON

Section I - Introduction

Overview of the Request for Proposals

The City of Galveston (City) currently dewateres domestic wastewater sludge using a belt filter press. The City is considering proposals to haul dewater sludge to an approved landfill facility. Therefore, it is soliciting proposals from qualified companies interested in providing transportation of dewatered domestic wastewater sludge.

This RFP covers all transportation and disposal of all dewatered domestic wastewater sludge from the City's Main Wastewater Treatment Plants. The term of the Agreement will commence on or around July 1, 2015 and will continue for three years. It may be extended by the City on one occasion for three years.

Organization of RFP

This RFP is organized into the following sections:

Section I summarizes the City's goals and objectives, describes the City's rights concerning the procurement process, and presents the procurement schedule.

Section II presents the scope of requested collection, processing, and disposal services.

Section III describes the proposal submittal process.

Section IV outlines the proposal submittal requirements.

Section V describes the type of criteria that may be used to evaluate proposals.

City's Goals and Objectives

The City is interested in receiving proposals from companies that have demonstrated experience initiating and transporting and disposal of dewatered domestic wastewater sludge, under a contract. Sludge quality described in Section II of this RFP. The City seeks contractors who place a high priority on customer service.

The City's goals for future sludge hauling services are as follows:

- Pick up 40 yard containers from the Main Wastewater Treatment Plant at 5200 Port Industrial road containing dewatered domestic wastewater sludge.
- Transport sludge to landfill specified facility in a TCEQ approved vehicle.
- Dispose of all sludge in container at landfill.
- Return empty container to the wastewater treatment plant.
- Manifest all waste including providing proof of generator, transporter, and destination facility signatures.

Rights Reserved by the City

The City reserves the right, in its sole discretion, to pursue any or all of the following actions concerning this RFP:

- Permit the timely correction of errors and waive any informality or minor irregularity from the RFP
- Issue addenda to the RFP
- Request additional information and/or clarification from the proposers
- Extend the deadline for submitting proposals
- Withdraw this RFP
- Reject any or all proposals
- Reject proposals that do not fully comply with the requirements detailed in this RFP, its attachments, addenda, or clarifications
- Reject incomplete proposals; proposals containing errors, inconsistencies, false, inaccurate or misleading information; proposals not submitted with the proper quantity of copies; proposals not submitted with proper deposit; proposals submitted after the deadline; or proposals with other process or content errors or deficiencies
- Select the proposal(s) that might not offer the lowest cost, but in the judgment of the City, are nevertheless deemed to offer the best value for the public and City
- Solicit subsequent requests for best and final offers
- Negotiate for modification of any proposal, with mutual consent of proposer
- Award the Agreement to one or more proposers
- Award the Agreement to a proposer(s) without further discussion or negotiation
- Re-advertise for proposals or issue subsequent requests for proposals for the same, similar, or related services
- Amend the draft Agreement
- Amend the Galveston Municipal Code

- Take any other action it deems in the best interest of the City, its residents, and businesses

General RFP Agreements

This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. Any award of a contract shall be subject to the approval of the City Council.

This RFP does not obligate the City to accept any proposal, negotiate with any proposer, award an Agreement, or proceed with the development of any project or service described in response to this RFP. The City has no obligation to compensate any proposer for its expense of preparing its proposal and participating in this procurement process.

Submission of a proposal shall constitute acknowledgment, acceptance of and commitment to provide the proposed services in accordance with all the terms and conditions contained in this RFP, its attachments, addenda, or clarifications and the draft franchise agreement, unless an exception to particular terms and conditions is expressed in writing in the proposal. The proposals are to be firm for a period of 180 days from the date the proposal is submitted. Proposals may not be altered after submittal, except in response to City's request for clarification.

The City shall have the right (but not the obligation) to perform an investigation and review of each proposer's ability to perform the work required. Each proposer must agree to cooperate with such investigation. Such cooperation by proposers shall include, but not be limited to, the verification of the proposer's capability and experience in the provision of services and any other component of work that may be required under this procurement.

The City hereby notifies all proposers that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract related to the provision of services under the Agreement on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation or on any other basis prohibited by law.

It shall be the proposer's responsibility to inquire as to whether any addenda to the RFP has been issued. Upon issuance by the City or its consultant, all addenda are part of the proposal, and will be posted on the City of Galveston website.

Section II - Scope of Requested Services

The City is requesting proposals to provide, transportation and disposal of dewatered domestic wastewater sludge, commencing July 1, 2015, for a period of three years. These services may be extended, at the sole discretion of the City, on one occasion for a maximum term of ten years as described in the Agreement. The scope of services is summarized in this section.

Scope of Service

The contracted hauler will haul sludge to a designated landfill located within Galveston County or adjoining Counties. The hauler must provide an approved method of transportation with a TCEQ designation for hauling domestic wastewater sludge. The sludge is dewatered using a belt filter press rendering a typical solids content of 12-20%. The 40 cubic yard containers must be water tight and covered with a tarp for transportation. The driver must be able to remove all contents of the sludge container prior to returning container to the Wastewater Treatment Plant.

Availability

Contractor must be able to provide service in emergency situations. The successful proposal will be used in conjunction with City drivers and used exclusively when city vehicles are unable to haul sludge. The successful bidder must provide transportation and disposal within 12 hours of request. The City reserves the right to use a secondary contractor if services are not rendered in the 12 hour period.

Section III - Proposal Submittal Process

Companies submitting proposals to the City shall follow the procedures described in this Section and the procedures included in subsequent clarifications or addendums to this RFP, which are issued by the City.

Each proposer shall carefully examine each term of this RFP and Agreement; and each proposer shall judge all the circumstances and conditions affecting his/her proposal. Failure on the part of any proposer to make such examination and to investigate thoroughly shall not be grounds for any declaration that the proposer did not understand the conditions of this RFP or claim excuse from performance.

The proposer shall comply with all federal, state, or local laws, now in effect or hereafter promulgated, which apply to the services and products herein specified.

Please note that at no time shall proposers or their agents, have contact with City staff or elected officials regarding this procurement process.

Interested Parties

Interested parties should plan to attend a pre-proposal meeting on May 21, 2015 at 2:00PM

Step One – Written Questions

The City directs proposers to submit all questions and requests for information in writing to the purchasing supervisor. Therefore, any questions, requests for clarification, or requests for additional information regarding the RFP should be submitted via fax or email to the Purchasing Supervisor with the subject line reading Sludge Hauling

Step Two – Pre-Proposal Meeting and Subsequent Questions

A pre-proposal meeting will be held at City Hall, Room 204 on May 21, 2015 at 2:00PM

Proposers shall submit written questions related to the RFP and Agreement prior to the pre-proposal meeting via email to the Purchasing Manager as described in step one. In addition, oral and written questions will be accepted at the pre-proposal meeting.

As appropriate, preliminary oral responses will be provided at the conference. Written responses to all questions will be provided as soon as possible subsequent to the pre-proposal meeting. In the event of any inconsistencies between oral and written responses, the written responses shall govern. Additional questions may be submitted until the questions deadline which will be established at the pre-proposal meeting. Written requests for clarifications will be responded to in writing and shared with all interested proposers of record. The City will endeavor to provide all responses to proposer questions and all addenda to this RFP via the website.

Step Three – Proposal Submittal

Proposers shall submit five double-sided copies and one unbound double-sided production-ready copy of the complete proposal in three-ring binders. In addition, electronic media (i.e., CD, DVD, flash drive, etc.) containing an electronic copy of all completed rate and proposal forms in Microsoft Excel format, shall be submitted in a sealed package. Included in the electronic media should be a Microsoft Word compatible electronic “redline/strikeout” version of the draft franchise agreement noting each and every exception taken and suggesting replacement contract language, if any. Only one copy of permit documents (2nd bullet of Item 2.3.2 in Section V) must be submitted. All pages shall be numbered.

The package shall be sealed and clearly labeled:

PROPOSAL FOR TRANSPORTATION AND DISPOSAL OF DEWATERED
DOMESTIC WASTEWATER SLUDGE,

FROM:

Name of Proposer: _____

Address:

Contact Person:

Telephone Number: _____

The proposal may be mailed or hand
delivered to:

Office of the Purchasing Supervisor
City of Galveston
823 25th Street Room 306
Galveston, TX 77550

All proposals must be received prior to 3:00 p.m. on June 4, 2015. All proposals received will be opened and recorded at that time. The time clock in the City’s Purchasing Division will be the official clock for documenting the time of proposal submittal. Postmarks will not be accepted as proof of receipt.

Proposals must be accompanied by a \$25,000 proposal surety in the form of a cashier’s or certified check or bidder’s bond, payable and acceptable to the City of Galveston. The proposal surety shall be submitted with the proposal(s) in a separate, clearly labeled envelope. The purpose of the proposal surety is to guarantee that the successful proposer will execute an Agreement with the City. If the selected proposer does not execute an Agreement within 30 calendar days after receiving notice of the award of Agreement, the City shall keep the proposal surety to offset the potential cost associated with identification of an alternate service provider and schedule delays. Proposal sureties will be returned to all proposers no later than 10 days after the execution of an Agreement with the successful proposer, or after rejection of all proposals.

Proposals received by the City shall become the property of the City and are subject to public disclosure. Note that all rate and cost proposal information shall become property of the City and subject to public disclosure as this information is necessary for the City Council to evaluate the value of proposals.

Step Four – Clarification of Proposal Information

Proposers may be asked to clarify information through writing, interviews, or site visits with City staff or its consultant. Proposers shall cooperate with the City's request for such clarification. Proposers who do not cooperate with or who provide incomplete or ambiguous responses to requests for clarification may be deemed non-responsive.

Step Five – Proposal Evaluation

The City will review all proposals that are deemed to have met the minimum qualifications of this process and are responsive to the requirements of this RFP. This evaluation will be based on the criteria described in Section VI of this RFP.

An evaluation panel will be convened for the purposes of this RFP process. The City's evaluation panel will involve, at least, one representative from a City Department with no direct interest in the service(s) being requested by this RFP. The City may also include representative(s) from outside the City organization which may include attorneys, consultants, and/or employees from other Agencies.

A recommendation of selection of contractor(s) will be based on: proposed collection fees, qualifications of the respondent and references. A discussion of the relative strengths and weaknesses of each proposer regarding their qualifications and technical proposal will also be part of the consideration. This is not an inclusive list.

Step Six – City Council Selection of Preferred Proposers

The City Council will consider the recommendation of the evaluation panel. Based on those recommendations and the City Council's determination of the best value to the City, the City Council will direct staff to either execute the Draft Franchise Agreement as written or negotiate the final terms with specific proposers. The City Council may also determine that there is not sufficient value provided to the City, and in such a case, may reject all proposals.

Step Seven – Negotiations

Based on the direction of the City Council, the City may enter into negotiations with one or more proposers for each service area. The scope of these negotiations shall be limited to those items identified by the proposer as exceptions to the Draft Franchise Agreement but may be expanded by the City Council to include other items that improve the value provided to the City.

Should any preferred proposer be unable to execute an agreement with the City within 30 days of the City Council's selection of a preferred proposer, the City may terminate negotiations with that proposer and enter into negotiations with one or more back-up proposers.

Section IV - Proposal Requirements

This section includes an outline for the proposal as well as a description of the specific information to be included in each section of the proposal. At a minimum, the proposer is to provide all information required in this section as part of its proposal. Proposals should focus on demonstrating the proposer's ability to fulfill the obligations of the Agreement.

Proposal Outline

The following outline shall be used by proposers when completing their proposals:

- i. Title Page
- ii. Cover Letter including company name, address, contact name, phone number, fax number, and e-mail address, signature of the designated representative authorized to bind the proposing company
- iii. Table of Contents
- 1.0 Company Description
 - 1.1 Business Structure
 - 1.2 Description of Proposer's Experience
 - 1.3 Description of Proposer's Service Implementation Experience
 - 1.5 Financial Information
 - 1.5.1 Financial Statements
 - 1.5.2 Financing Plan
 - 1.6 Key Personnel
 - 1.7 Billing
- 2.0 Proposal Signature Page
- 3.0 Addenda Signature Pages

1.0 Company Description

1.1 BUSINESS STRUCTURE

State that proposer is authorized to do business in Texas.

Identify the legal entity(ies) that would execute the Agreement. State whether each entity is a sole proprietorship, partnership, corporation, or joint venture. Describe in detail the relationship of the proposer to the entity that will execute the Agreement. If the proposer is a joint venture, describe where (if at all) the entities have collaborated before.

State the number of years the entity(ies) have been organized and doing business under this legal structure. Proposal should include all the names of proposer's (and executing entities' if different

than proposer's) owners/stockholders with greater than a 10% holding and creditors owed a debt greater than 10% of the company's total assets.

Identify other entities with common ownership and/or management.

1.2 DESCRIPTION OF PROPOSER'S EXPERIENCE

Describe the proposer's experience in providing similar services to three to five jurisdictions in Texas. The jurisdictions described should be of similar size and demographics to the service area of the City. Proposers without municipal franchise experience will not be disqualified solely on that basis, however that lack of experience will be considered in the evaluation of proposer qualifications. The services provided to reference jurisdictions should be similar to those being procured through this RFP. The description shall include:

The service performed (i.e., solid waste collection);

The jurisdiction where the activities were performed and commencement date of the agreement;

The name, address, and telephone number of each jurisdiction representative responsible for administering the agreement;

The number of customers served, tons collected, and type (e.g., side loading, front loading, roll-off) and number of vehicles dispatched per day.

1.3 DESCRIPTION OF PROPOSER'S SERVICE IMPLEMENTATION EXPERIENCE

Describe how the proposer has previously handled the specific requirements for the procurement of vehicles and personnel, training of personnel, transition of billing and fee collection services, determination of routes and operating procedures, delivery of containers, public education, and the preparation of procedures to ensure a smooth transition from one company to another and one type of service to another.

Include descriptions of solutions to common problems that occur during implementation (e.g. inaccurate customer lists, lack of coordination of the removal and replacement of containers, service day changes, missed streets at the beginning of a contract, large number of customer calls in the beginning of the contract, etc.). Include descriptions of any other problems and solutions from previous initiations of contracts.

Also, include a minimum of three references for jurisdictions for which the proposer has initiated a new collection contract and/or new collection services. Describe the number of multi-family and commercial accounts for each reference. List the problems that occurred during the implementation of the new contract and solutions implemented to solve the problems.

1.4 INFORMATION REGARDING LITIGATION, REGULATORY ACTIONS, AND PAYMENT OF LIQUIDATED DAMAGES

Describe all past and pending civil, legal, regulatory, and criminal actions now pending or which have occurred in the past 10 years against key personnel (as identified by the proposer in Section 1.6), proposing entity, and all subsidiaries owned by proposing entity. List the amount of liquidated damages the proposing entity has paid, the name of the jurisdiction to which damages were paid, and the event(s) which triggered the damages.

Proposer shall also describe all extraordinary events including: criminal wrong-doing; forfeitures; payment of fines, liquidated damages, or assessments greater than \$1 Million; or, any indictment or conviction involving (directly or indirectly) a public agency or official.

Section V - Proposal Evaluation Criteria

The City will review and evaluate all proposals after deemed responsive. To receive proper consideration, the proposal must meet the requirements of this RFP. The evaluation process will provide credit only for those capabilities and advantages that are clearly stated in the written proposal(s). In other words, advantages that are not stated will not be considered in the evaluation process.

Proposers whose proposals include a significant failure to comply with the RFP may be dropped from the evaluation process.

The City's evaluation process will involve at least one representative from a City Department with no direct interest in the service(s) being requested by this RFP and a representative from the City's Purchasing Division. The City may also include representative(s) from outside the City organization which may include attorneys, consultants, and/or employees from other Agencies.

It is the intent of the City to objectively evaluate the proposals received. The assignment of a score to a particular qualitative element is necessarily subjective and may result in a range of scores from different evaluators. The City currently anticipates using the following weighted evaluation criteria in that evaluation process. The City Council may, at its sole discretion, adjust the weighting of each of the criteria at any time or consider other factors.

Criteria	Maximum Score	% of Total
Responsiveness to RFP	Pass/Fail	N/A
Financial Stability	Pass/Fail	N/A
Proposer Qualifications	60	15%
Technical Proposal for Services	60	15%
Service Reliability/Sustainability	20	5%
Ability to Enforce Franchise Terms	20	5%
TOTAL QUALITATIVE SCORE	160	40%
Cost and Rate Proposal	240	60%
TOTAL MAXIMUM SCORE	400	100%

Note that when the City evaluates the rate and cost proposals, the City will examine the reasonableness of the rates and costs; and, for comparison purposes, the City will estimate annual gross rate revenues for each service area based on the current customer base. In addition, the City may estimate the gross rate revenues (as a net present value amount) that may be generated over the term of the Agreement making reasonable assumptions regarding changes in employment cost index, producer price index, consumer price index, disposal fees, and processing fees and use the estimated net present value gross rate revenues to compare proposals.

Any award shall be based on the proposals judged as providing the best value in meeting the interest of the City and the objectives of the project.

The City reserves the right to make the selection of proposer(s) based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipated initiative and ability of the proposer to perform the services set forth herein.

PROPOSED RATES FOR FRONT END
SERVICE

Container Size	Pickup Frequency per Week	Unit Price per Container
40 Cubic Yard	1	
	2	
	3	
	4	
	5	
	6	
	Extra P/U	
20 Cubic Yard	1	
	2	
	3	
	4	
	5	
	6	
	Extra P/U	

PROPOSED RATES FOR ROLL OFF SERVICE

Container Size	Haul Rate	Rental Rate
20 Yard		
30 Yard		
40 Yard		

CITY OF GALVESTON
PROFESSIONAL SERVICES CONTRACT AMENDMENT

THIS AGREEMENT is entered into this _____ day of _____, 2019, by and between the City of Galveston, Texas, hereinafter called the "City", and Dannenbaum Engineering Corporation, hereinafter called "COMPANY", located in Houston, Texas in connection with the following project:

- **Broadway Drainage Study to Support TXDOT Overlay including Bridge Blocks and Crossings Drainage Upgrades**
- **Preparation of Construction Plans for 48th Street**

The City desires that the COMPANY perform certain professional engineering services in connection with the Project utilizing engineers employed by the COMPANY; and The COMPANY represents that it is qualified and desires to perform such services.

This agreement between the Parties consist of the terms and conditions set forth herein, and in those documents, attached and incorporated for all purposes; Exhibits A, B and D, identified as Responsive Proposal from COMPANY

WHEREAS, the City desires to engage COMPANY to render certain services in connection with the above stated project.

The COMPANY agrees to perform professional engineering services in a good, timely, and workmanlike manner in connection with the design of project in accordance with published federal, state, and City codes and standards, and for having rendered such services, the City agrees to pay to the COMPANY compensation as stated in the sections to follow.

NOW THEREFORE, the parties do mutually agree as follows:

PART I

1. Scope of Services

- a. The COMPANY's basic services consist of the following and include the customary engineering services.
- b. The COMPANY shall manage the engineering services, research applicable design criteria, attend project meetings, communicate with members of the Project team, and report progress to the City.
- c. The COMPANY shall submit for City's approval a schedule for the performance of the engineering services. The schedule shall include anticipated dates for the commencement of construction and for substantial completion of the Work. The schedule may be adjusted by mutual consent as the projects proceeds.
- d. The COMPANY shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project and shall respond to applicable design requirements imposed by those authorities and entities.

- e. The COMPANY shall assist the City in connection with the City's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the project.
 - f. Detailed scope of work for Broadway Blvd. Drainage Study can be found on Exhibit B.
 - g. The rest of the Scope of Services shall be as set forth in the attached "Exhibit A, B, and D."
2. Time of Performance - The services as set forth in Exhibits A, B and D shall be effective upon execution and ends upon completion of the project. The design submittals 30%, 60%, 100% draft, and 100% Bid Package shall be completed within 40, 60, 100, and 110 days respectively from issuance of the Notice to Proceed (NTP). Completion of any phase involves City review, incorporation of City comments, and submission of the revised plans to the City, followed by written email from the City to authorize advancement to the next design phase.
3. Independent Contractors - The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither party shall make any representations tending to create an apparent or implied agency or employment relationship. Neither party has the authority to act for the other or to create obligations or debts binding on the other. Neither party shall be responsible for any obligations or expenses incurred by the other.
4. Standard of Care - The standard of care for all contractual and related services performed or furnished by COMPANY under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
5. Access to Information - It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to COMPANY by the City and its agencies. The City and its agencies will cooperate with COMPANY in every way possible to facilitate the performance of the work described in the contract.
6. Appropriations - The obligations of the City to make payment under this Agreement are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.
7. Compensation - The maximum amount of compensation and reimbursement to be paid hereunder for this design amendment shall not exceed **\$187,599.00**. Invoices shall be submitted by COMPANY along with deliverables and documentation of work completed. Deliverables include the following in addition to the services set forth in Exhibit A:
- i. Predesign/kick-off meeting:
 - a. Attend meeting and prepare Agenda;
 - b. Present an understanding of project scope;
 - c. Consultant to prepare pre-design meeting minutes.

- ii. 30% submittal (identified as Rev. A – 30% submittal issued for review):
- a. Design schedule in *Smartsheet*; the City shall provide and share a blank *Smartsheet* at www.smartsheet.com and Consultant will provide the Smartsheet schedule online at www.smartsheet.com. No other formats will be accepted.
 - b. Field Survey Plan;
 - c. Design Plans Showing Existing Conditions and proposed concept, with existing and proposed elements clearly identified;
 - d. Typical and proposed roadway Section;
 - e. Demolition plan;
 - f. RAS review is initiated;
 - g. Provide response to City of Galveston comments/*Comment Sheet* and address comments in 60% submittal.
- iii. 60% submittal (Rev. B – 60% submittal issued for review):
- a. Copies of electronic communication with and from private utilities to document design coordination;
 - b. Design Plans to include the following, as applicable:
 - Cover Sheet with index;
 - General notes, legend and abbreviations;
 - Sheet Layout;
 - Typical Roadway Section;
 - Survey Control Map;
 - Proposed Drainage Area Map and calculations;
 - Demolition plan;
 - Plan and profile showing stations, existing and proposed waterline;
 - Plan and Profile showing stations, existing and proposed sanitary sewer;
 - Plan and profile showing stations, existing and proposed storm sewer;
 - Intersection Details and Ramps, including crosswalks;
 - Driveway Schedule and details;
 - Cross Sections;
 - Paving Details;
 - Water system Details (blue);
 - Sanitary Sewer system Details (red);
 - Storm Sewer system Details for 25 year storm frequency with new outfall (green);
 - SW3P Plan and Details;
 - Tree Protection Plan and details;
 - Detailed Traffic Control/Detour Plan and details;
 - Signage and Pavement Marking Plan and details;
 - ADA ramp details;

- Special requirements and miscellaneous (illumination, pavers, etc.) plans, details and notes;
 - Signature of Quality Assurance reviewer. The City of Galveston will not review the submittals without the signature of the reviewer. The reviewer shall not be the Engineer of Record, but someone with the technical knowledge and not directly related to the project.
- c. AutoCAD generated takeoff estimates on each sheet;
 - d. RAS review comments;
 - e. Approved TXDOT/Galveston County, as applicable;
 - f. Revised preliminary Cost estimate
 - g. Update the design schedule in *Smartsheet* at www.smartsheet.com;
 - h. Provide response to City of Galveston comments/*Comment Sheet* and address comments in 90% submittal, as applicable.
- iv. 100% DRAFT submittal (Rev. C – 95% submittal issued for review):
- a. Utility signatures on plan cover sheet from private utilities;
 - b. Design Plans;
 - c. Project Sign;
 - d. Project Manual (Specifications, and bid forms);
 - e. AutoCAD-generated takeoff estimates on each sheet;
 - f. RAS review comments incorporated;
 - g. Final Opinion of Probable Construction Costs
 - h. Update the design schedule in *Smartsheet* at www.smartsheet.com;
 - i. Provide response to City of Galveston comments/*Comment Sheet* and address comments in 100% submittal, as applicable;
 - j. Consultant to coordinate with Construction Project Coordinator and get Project Manual with all general conditions / front-ends approved;
1. Signature of Quality Assurance reviewer. The City of Galveston will not review the submittals without the signature of the reviewer. The reviewer shall not be the Engineer of Record, but someone with the technical knowledge and not directly related to the project.
- v. 100% BID PACKAGE submittal (Rev. 0 – Issued for Construction):
- a. Design Plans Issued for Construction;
 - b. Project Manual/Specifications/Bid form, etc.;
 - c. Cost estimate (most probable cost);
 - d. Estimated construction time and schedule in *Smartsheet*;
 - e. AutoCAD-generated takeoff estimates on each sheet;
 - f. Prepare exhibits and attend one Public Comment Meeting;
- vi. Bid Phase:
- a. Assist the City in the advertisements of the project for bids.
 - b. Respond to questions regarding the project during the bidding process. If required, issue addendums to clarify any questions regarding the project.

- c. Conduct a Pre-Bid Conference between the Engineer, prospective bidders, suppliers, etc. to make certain that the scope of work is fully understood. Attend Pre-bid Meeting;
 - d. Provide Addendums to bid;
 - e. Prepare bid evaluation and reference check;
 - f. Assist the City in the opening of bids for construction of the project. Tabulate and evaluate bids, and prepare an Engineer's recommendation of Award letter for Mayor and City Council action.
 - g. Prepare final contract documents for execution by the Contractor and the City.
- vii. Construction Phase:
 - a. Attendance to construction progress bi-monthly meetings;
 - b. Periodic visits to project site;
 - c. Review, track and approve RFIs and Submittals, including Change Orders;
 - d. Address design conflicts in the field, if any;
 - e. Provide electronic and hard copy record drawings (as-built drawings) in AutoCAD format
- viii. Invoice Design Phase – all invoices (for review and approval) related to the Design Phase shall be directed to the City Engineer and the Assistant City Engineer. Invoices shall be sent based on the submittal completion, as shown below.
Invoices will not be approved without the proper submittal/backup documents.
 Always email a copy to the personnel above with the corresponding documents.
 - a. 30%
 - b. 60%
 - c. 100% Draft
 - d. 100% Bid Package – Issued for Construction
- ix. Invoice Construction Phase – All invoices related to the Construction Phase of the project shall be directed to the Construction Manager and Director of Capital Improvement for review and approval.
- 8. City shall notify COMPANY in writing, of any and all objections, if any, to an invoice and the accompanying justification documents within ten (10) days of the date of invoice. Otherwise, the invoice shall be deemed proper and acceptable by the City. Amounts indicated on invoices are due and payable immediately upon receipt and City's account will be considered delinquent if COMPANY does not receive full payment within thirty (30) days after the invoice date unless documentation to justify the invoice is neither submitted along with the invoice nor found to be acceptable to the City.
- 9. 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

10. 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.**
11. 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.
12. Termination of Contract for Cause. If, through any cause, COMPANY shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if COMPANY shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to COMPANY of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents including AutoCAD electronic files, data, studies, surveys, drawings, maps, models, photographs and reports prepared by COMPANY under this Contract shall, at the option of the City, become property of the City and the COMPANY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, COMPANY shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by COMPANY, and the City may withhold any payments to COMPANY for the purpose of set-off until such time as the exact amount of damages due the City from COMPANY is determined.
13. 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.

14. 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.
15. 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.
16. 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.
17. 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**"
18. 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.
19. 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.
20. 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.

21. 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.
22. 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.
23. 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

Dannenbaum Engineering Corporation

BY: _____
NAME: Brian Maxwell
TITLE: City Manager
DATE: _____

BY: Wayne G. Ahrens
NAME: Wayne G. Ahrens, P.E.
TITLE: Executive Vice President
DATE: January 15, 2019

Approved As To Form

City Attorney's Office

**BY EXECUTION OF THIS AGREEMENT, COMPANY ACKNOWLEDGES RECEIPT OF
A COPY OF THIS CONTRACT.**

EXHIBIT A

January 14, 2019

Mr. Kyle D. Hockersmith, P.E.
City of Galveston
823 Rosenberg
Galveston, Texas 77550

**RE: Drainage Study for Bridgeblocks on
Broadway Blvd. From 65th Street to 6th Street
(16 Intersections, 32 Bridgeblocks)
Preparation of Construction Plans for 48th Street**

Dear Mr. Hockersmith:

Dannenbaum Engineering Corporation appreciates the opportunity to present this proposal to you in the City of Galveston. The attached scope of work and manhour submittal follows TxDOT protocol since it is a TxDOT facility. The information attached all references to State/TxDOT are also applicable to City of Galveston.

TxDOT plans to overlay the entire length of Broadway, making this an excellent opportunity to replace aging "bridge blocks" across Broadway with new "culverts" sized to handle more flow and reduce ponding upstream of Broadway Blvd. A total of 16 intersections have been identified including 39th, 38th, 36th, 35th, 34th, 32nd, 31st, 30th, 29th, 28th, 22nd, 21st, 20th, 18th, 17th and 16th. The City of Galveston has agreed to cover the drainage study fee required by TxDOT for the improvement project.

A. Summary of Tasks and Fees for the Drainage Study are:

1. Data Collection (FC102)	\$9,461
2. Project Management and Administration (FC 145)	\$12,443
3. Drainage Design Evaluation and Report (FC 160)	\$53,997
4. ODE	<u>\$1,908</u>
Sub-Total	\$77,809

Mr. Kyle D. Hockersmith
City of Galveston
Page 2
January 14, 2019

B. Summary of Tasks and Fees for 48th Street Drainage Study and Construction Plans are:

1. Drainage Study	\$14,045
2. Construction Plans	
a. Construction Plans Preparation (Design, Bid and Construction)	\$60,745
b. SUE	\$10,000
c. Survey by Kuo & Associates	\$15,000
d. Geotechnical by Terracon	<u>\$10,000</u>
Sub-Total	\$95,745
Sub-Total (Drainage Study and Construction Plans)	\$109,790

Total Fees for Both Drainage Study and 48th Street Construction Plans \$187,599
(Not to Exceed)

In regards to the schedule, the survey was conducted by the TxDOT (Except 48th Street) since they need the information for plan preparation.

Since surveying is available, it will take 110 days to complete the drainage study and construction plans, not including review time by entities.

Dannenbaum Engineering can start immediately. Please see the attached spreadsheet.

Dannenbaum Engineering appreciated the opportunity to assist you on this project and should you have any questions, please do not hesitate to contact me at 713-527-6365.

Sincerely ours,

DANNENBAUM ENGINEERING CORPORATION


Alejandro C. Flores, P.E.
Principal

Attachments

Exhibit B: Services to be provided by the Engineer

XC: Mr. Daniel Christodos, P.E.
Mr. Johan Petterson, P.E.

Exhibit B

SERVICES TO BE PROVIDED BY THE ENGINEER

CSJ: 005104067
Highway: Broadway Blvd.
County: Galveston
Limits: From 65th Street
To 6th Street

The work to be performed by the Engineer consists primarily of providing engineering services for the preparation of drainage design and analysis and drainage studies or reports, for Broadway Blvd. in Galveston County. The drainage studies are required to determine the impacts to abutting properties, identify negative impacts to private property due to proposed highway improvements, and provide recommendations for mitigation. The drainage report, signed and sealed by a professional engineer, must include applicable hydrologic and hydraulic models such as HY-8, GEOPAK Drainage, XP-SWMM, and other applicable modeling tools. Broadway Blvd. is crossed by multiple culverts (Bridge Blocks) at 16 intersections (39th, 38th, 36th, 35th, 34th, 32nd, 31st, 30th, 29th, 28th, 22nd, 21st, 20th, 18th, 17th, 16th). TxDOT is planning to replace these culverts, with new and somewhat larger cross sectional area. The scope of work is to prepare a Drainage Impact Analysis (Drainage Report) and PS&E of the new cross culverts. Modeling must evaluate existing versus proposed conditions. The drainage report also includes but is not limited to the following: drainage area maps, drainage outfall descriptions, tailwater selection and descriptions, recommendations for mitigation of impacts. The work to be performed also includes hydraulic analysis, geographic information systems (GIS) mapping, preparation of hydrologic and hydraulic modeling.

Coordination. The Engineer shall coordinate issues and communications with State's internal resource areas through the State's Project Manager. The State will communicate the resolution of issues and provide the Engineer direction through the State's Project Manager. The Engineer shall coordinate with affected counties, cities, and all other governmental agencies through the State's Project Manager.

Quality Assurance and Quality Control (QAQC). The Engineer shall provide peer review at all levels. For each deliverable, the Engineer shall have some evidence of its internal review and mark-up of that deliverable as preparation for submittal. A milestone submittal is not considered complete unless the required milestone documents and associated internal red-line mark-ups are submitted. The State's Project Manager may require the Engineer to submit the Engineer's internal mark-up (red-lines) or comments developed as part of the Engineer's quality control step. When internal mark-ups are requested by the State in advance, the State, at its sole discretion, may reject the actual deliverable should the Engineer fail to provide the evidence of quality control. The Engineer shall clearly label each document submitted for quality assurance as an internal mark-up document.

The Engineer shall perform QAQC on all survey procedures, field surveys, data, and products prior to delivery to the State. If, at any time, during the course of reviewing a survey submittal it becomes apparent to the State that the submittal contains errors, omissions, or inconsistencies, the State may cease its review and immediately return the submittal to the Engineer for appropriate action by the Engineer. A submittal returned to the Engineer for this reason is not a submittal for purposes of the submission schedule.

FUNCTION CODE 102(110) – FEASIBILITY STUDIES:

A. ROUTE AND DESIGN STUDIES

The Engineer shall develop preliminary layouts for the 16 intersections (39th, 38th, 36th, 35th, 34th, 32nd, 31st, 30th, 29th, 28th, 22nd, 21st, 20th, 18th, 17th, 16th) on Broadway in coordination with the State. The preliminary layout shall include roadway limits, culvert limits, culvert locations, and plan and vertical profile.

The Engineer shall develop alternative routes to be used in the hydraulic analysis, including relief culvert structures. Constraints shall be provided by the State and shall be shown on the preliminary layouts.

The Engineer shall meet with the State monthly or as needed to discuss progress of work and resolve any questions of drainage studies.

An evaluation of the Engineer's performance, professionalism, fee proposal spreadsheets for work, quality of plan preparation, etc. will be performed by the State.

The Engineer shall perform the services per the function codes and description of work provided below.

1. DATA COLLECTION

The Engineer shall collect, review and evaluate data described below. The Engineer shall notify the State in writing whenever the Engineer finds disagreement with the information or documents:

- a. Data, from the State described in Attachment A.
- b. Documents for existing and proposed development along proposed route from local municipalities and local ordinances related to project development.
- c. Utility plans and documents from appropriate municipalities and agencies. Existing ROW maps, available aerial photographs, Lidar, Digital Orthophoto to Quadrangles (DOG's) and USGS quad maps.
- d. Readily available flood plain information and studies from the FEMA, the United State (U. S.) Army Corps of Engineers, local

municipalities and other governmental agencies in addition to that provided by the State.

2. FIELD RECONNAISSANCE

The Engineer shall conduct field reconnaissance and collect data including a photographic record (to be maintained in Engineer's office) of notable existing features.

3. ROADWAY AND HYDRAULIC DESIGN CRITERIA

The Engineer shall design the project according to the latest State's design criteria. The Engineer shall supply project specific design criteria (typical sections, estimate, design exceptions, etc.) to be inserted into the Design Elements form).

4. DRAINAGE DESIGN AND STUDIES IN SUPPORT OF SCHEMATIC AND PRELIMINARY ENGINEERING STAGE

The Engineer shall prepare a single drainage study of the project area which includes, but is not limited to, the following:

- a. Drainage report of existing versus proposed conditions evaluation.
- b. Culvert and storm drain design
- c. Layout, structure design and detailing of drainage features
- d. Floodplain cut and fill

FUNCTION CODE 160(161) - ROADWAY DESIGN:

The work to be performed by the Engineer under the proposed work authorization shall consist of providing engineering services for the preparation of a drainage study and report for Broadway Blvd. in Galveston County. The drainage report, signed and sealed by a professional engineer, shall include applicable hydrologic and hydraulic models such as SWMM. The drainage report also includes but is not limited to the following: drainage area maps, drainage outfall, hydrology, hydraulics, scour, and river mitigation descriptions.

A. DRAINAGE DESIGN

1. DATA COLLECTION

The Engineer shall provide the following data collection services:

- a. Conduct field inspections to observe current conditions and the outfall channels, the cross drainage structures, drainage easements, the tributary channel, and land development projects that contribute flow to the tributary. Document field inspections with digital photos.
- b. Collect available applicable data including GIS data and maps, site survey data, construction plans, previous reports and studies, and readily available rainfall history for the area. Particular sources of data collected must include, but are not limited to, the State, County, and Federal Emergency Management Agency (FEMA).
- c. Collect available Flood Insurance Rate Maps (FIRMs) and Flood Insurance Study (FIS) study data.
- d. Review survey data and coordinate any additional surveying needs with State.
- e. Meet with local government officials to obtain historical flood records. Interview local residents or local government employees to obtain additional high-water information if available. Obtain frequency of road closure and any additional high-water information from the District Maintenance office.
- f. Submit a letter report to the State Project Manager detailing completion of data collection.

B. DRAINAGE EVALUATION AND REPORT

The Engineer shall prepare an analysis of existing and proposed conditions at the 16 intersections (39th, 38th, 36th, 35th, 34th, 32nd, 31st, 30th, 29th, 28th, 22nd, 21st, 20th, 18th, 17th, 16th) for submittal to the State and other appropriate review agencies.

1. EXISTING CONDITIONS

- a. **Drainage Areas** - Existing drainage areas will be determined by the Consultant.
- b. **Determine Appropriate Methodology** - Based on State and City of Galveston criteria, an appropriate hydrologic method will be chosen. The hydrology at strategic locations may have to be calculated by the Engineer in order to compare the results in a few different methods.
- c. **Determine Appropriate Frequency** - Based on the existing capacity of the culverts, the typical 10-year and 100-year frequencies normally used in State analyses may produce non-practical results for this project. Therefore, the frequencies used will be determined by the Engineer in obtaining a solution to

the existing flooding problems. A culvert full flow may also be considered in this process.

- d. **Peak Flows** – The Engineer shall use rational method in order to determine the existing flows for the site.
- e. **SWMM Analysis** - This task is a key of the analysis and applies to those intersections that have culvert crossings, storm sewer systems or street flow is needed.

2. PROPOSED CONDITIONS

- a. **Revise Drainage Areas** - Based on the proposed solutions to the flooding problems, The Engineer shall revise the drainage areas accordingly.
- b. **Peak Flows** – The Engineer shall determine the proposed peak flows for the proposed conditions.
- c. **Address Localized Flooding Areas** – The Engineer shall address alternatives to reduce the flooding and/or improve local drainage:
The final alternative model shall include only the minimum design required to reduce the flooding situations.
- d. **Verify Culvert Conveyance** – The Engineer shall calculate the conveyance of the cross culverts with respect to the proposed conditions, and verify the impact to the receiving streets downstream.
- e. **Identify Potential Utility Conflicts** - The engineer shall identify potential utility conflicts.
- f. **Construction Cost Analysis** - Construction cost analyses shall be performed by the Engineer for each intersection alternative.
- g. **Recommended Alternative** - The recommended alternative shall be identified by the Engineer.

3. REPORT

- a. **Draft report** – The Engineer shall create a draft report and submit to the State and appropriate review agencies for comment.
- b. **Address comments** – The Engineer shall address comments from the State and review agencies. This task includes one round of comments and responses only.
- c. **Final report** – The Engineer shall prepare a final report that incorporates the comments and responses noted above. The Engineer shall create both paper and electronic (pdf) copies of all documentation included in the report. The Engineer shall provide electronic copies of any hydrologic/hydraulic models.

4. HYDROLOGIC STUDIES

The Engineer shall provide the following services:

- a. Calculate discharges using appropriate hydrologic methods, as included in this document or as approved by the STATE.
- b. Consider the pre-construction and post-construction conditions in the hydrologic study, as required in the individual Work Authorization.
- c. Obtain the drainage area boundaries and hydrologic parameters such as impervious covered areas, and overland flow paths and slopes from appropriate sources including, but are not limited to, topographic maps, GIS modeling, construction plans, and existing hydrologic studies. The Engineer shall not use existing hydrologic studies without assessing of their validity. If necessary, obtain additional information such as local rainfall from official sites such as airports.
- d. The plan set must include, at a minimum, the "design" frequency to be specified in the Work Authorization and the 1% AEP storm frequency. The report must include the full range of frequencies (50%, 20%, 10%, 4%, 2%, 1%, and 0.2% AEP).

C. DELIVERABLES

Drainage Evaluation Study shall be developed to summarize the findings and discuss the conveyance options.

1. Prepare Draft Drainage Evaluation Study – Including:

- a. Drainage Areas
- b. Peak Flows
- c. Culvert drain sizes (State standard if possible) – to carry drainage from one side of street to the other
- d. Pipe and ditch sizes, if applicable
- e. Inlet sizes, if applicable
- f. Impact Analysis (SWMM Modeling)
- g. SWMM Schematic map on an aerial photo
- h. Prepare a Draft report, Drainage Evaluation Study, including Drainage Analysis and Conveyance Analysis
- i. Incorporate comments and Prepare final report and CD

2. Reports

- a. Letter Report

- The Engineer shall prepare a letter report which shall include the preliminary findings. The report shall also include conceptual and generic discussions of the alternatives considered, along with a comparative cost associated with each alternative and a recommended solution.
- Recommendations at this point are generic and conceptual in nature, mainly for discussions with the State and the local government entities. The recommended solution must be analyzed in detail to reflect the mitigation requirements for the roadway development.

Storm drain discussion must include the preliminary sizing of the storm drain culverts, requirement for line rerouting, preliminary detention storage volumes (if required) based on hydrograph, and initial recommendations on mitigation of impacts on the receiving streams.

- Cross-drainage Structure reports must include existing hydraulic conditions, FEMA floodplain status, proposed structure design, and proposed hydraulic conditions, preliminary detention storage volumes (if required) based on hydrograph and initial recommendations on how to mitigate the storm impact on the receiving streams.
- b. Three copies of a draft Hydraulic Report for review and comment. The report must document and justify all data, boundary conditions, assumptions, methodologies, and results. The text, tables, exhibits, and appendices must document clearly and concisely the work performed and results found. The report must provide recommendations for critical review by the State. Such recommendations may include corrective actions by the State, corrective actions by others, or need for further detailed analysis such as an unsteady model analysis or the development of mitigation measures. The Engineer shall save text, tables, exhibits, and appendices (including computer models) on a compact disc and included the disc with each report. The report must be signed and sealed by a professional engineer.
 - c. Assume one round of comments from the State. The Engineer shall address all State comments.
 - d. Four originals of a finalized Hydraulic Report.

3. Electronic Copies:

- a. The Engineer shall furnish the State with a CD or DVD of the final plans in the format of current CADD system used by the State, pdf format, and in the District's File Management System (FMS) format. The final drainage report shall be included in pdf format.
- b. A fully functioning XPSWMM, HEC-RAS and HEC-HMS model shall be included on a CD or DVD, in a format so that allows the State to open, maneuver, and QA/QC the models.
- c. The Engineer shall also provide a separate CD or DVD containing cross section information (in dgn, XLR, & ASCII formats) for the State's contractor to use.
- d. The Engineer shall provide an electronic copy of Primavera file or the latest scheduling program used by the State for construction time estimate.

FUNCTION CODE 145 (145,164) – MANAGING CONTRACTED/DONATED PE:

A. PROJECT MANAGEMENT AND ADMINISTRATION

The Engineer shall provide the following services:

1. Attend a kick-off meeting with the State to discuss the project locations and limits, design criteria and requirements of each Work Authorization.
2. Coordinate with affected counties, cities, and all other government agencies through the State.
3. Submit progress reports by e-mail on a weekly basis. After any meeting with the State, the Engineer shall submit a memorandum summarizing the events of that meeting within five business days.
4. If at any time during the contract period the Engineer encounters unforeseen circumstances that may materially affect the scope, complexity or character of the work authorized by the State, the Engineer shall notify the State in writing immediately with a complete description of the circumstances encountered.

The State may at any time review the Engineer's Quality Control. Upon the State's request, the Engineer shall provide all markup documents including drawings and engineering reports.

B. QUALITY ASSURANCE/QUALITY CONTROL

The Engineer shall provide milestone submittals. The Engineer shall implement their Quality Assurance/Quality Control program prior to submitting plans to the State for each of the milestones. Additionally, the Engineer shall provide evidence of their internal review process in the form of a set of red-line mark-ups to be submitted at each milestone. A milestone submittal is not considered complete unless the required milestone documents and associated internal red-line mark-ups are submitted. This information will not be reviewed nor checked by the State but instead serves as documentation that the Engineer has performed an internal review of their own work and that of their sub-providers. This request for documentation of the internal review process is not to be considered as additional work but rather it is a routine order of business.

DRAINAGE STUDY											
TASK DESCRIPTION	PRINCIPAL	P.M./ SR. ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	SENIOR CADD OPERATOR	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FEASIBILITY STUDIES - FC 102 (110)											
ROUTE & DESIGN STUDIES											
DATA COLLECTION											
•REVIEW RECORD DRAWINGS	1	2	2	3					8	N/A	N/A
•ACQUIRE AND REVIEW PREVIOUS STUDIES		3	2	3					8	N/A	N/A
•REVIEW SURVEY DATA	1	2	2	2		5			12	N/A	N/A
•DATA REVIEW	3	5	2	2		3			15	N/A	N/A
FIELD RECONNAISSANCE		4	4	4					12	N/A	N/A
ROADWAY AND HYDRAULIC DESIGN CRITERIA		4							4	N/A	N/A
DESIGN CONCEPT CONFERENCE	2	2							4	N/A	N/A
HOURS SUB-TOTALS	7	22	12	14	0	8		0	63		
CONTRACT RATE PER HOUR	\$202.37	\$179.89	\$140.54	\$115.24	\$92.75	\$98.38		\$64.65			
TOTAL LABOR COSTS	\$1,416.59	\$3,957.58	\$1,686.48	\$1,613.36	\$0.00	\$787.04		\$0.00	\$9,461		
% DISTRIBUTION OF STAFFING	11.1%	34.9%	19.0%	22.2%	0.0%	12.7%	0.0%	0.0%			
SUBTOTAL - FC 102 (110)									\$9,461		
TASK DESCRIPTION	PRINCIPAL	P.M./ SR. ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	SENIOR CADD OPERATOR		ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
MANAGING CONTRACTED/DONATED PE - FC 145 (164)											
PROJECT MANAGEMENT AND ADMINISTRATION											
PROJECT KICKOFF MEETING	1	1							2	N/A	N/A
MEETINGS/COORDINATION WITH TXDOT	5	5						3	13	N/A	N/A
MEETINGS/COORDINATION WITH CITY OF GALVESTON	5	5						3	13	N/A	N/A
COORDINATION WITH SUBCONSULTANTS	2	2	3						7	N/A	N/A
PROVIDE WEEKLY PROGRESS REPORTS	2	3						3	8	N/A	N/A
PROJECT MANAGEMENT	10	5	3						18	N/A	N/A
PROJECT QA/QC	9	2							11	N/A	N/A
HOURS SUB-TOTALS	34	23	6	0	0	0		9	72		
CONTRACT RATE PER HOUR	\$202.37	\$179.89	\$140.54	\$115.24	\$92.75	\$98.38		\$64.65			
TOTAL LABOR COSTS	\$6,880.58	\$4,137.47	\$843.24	\$0.00	\$0.00	\$0.00		\$581.85	\$12,443		
% DISTRIBUTION OF STAFFING	47.22%	31.94%	8.33%	0.00%	0.00%	0.00%	0.00%	12.50%			
SUBTOTAL - FC 145 (164)									\$12,443		
TASK DESCRIPTION	PRINCIPAL	P.M./ SR. ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	SENIOR CADD OPERATOR		ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
ROADWAY DESIGN - FC 160 (161)											
DRAINAGE											
DRAINAGE DESIGN, EVALUATION AND REPORT											
DRAINAGE AREA DELINEATION	1	3	3		14	7			28	N/A	N/A
EXISTING CONDITIONS HYDROLOGY	1	5	3		24				33	N/A	N/A
EXISTING CONDITIONS HYDRAULICS (1D SWMM)	2	5	14		50	10			81	N/A	N/A
PROPOSED CULVERT DESIGN AND SIZING	1	2	9		9	5			26	N/A	N/A
PROPOSED CONDITIONS HYDRAULICS (1D SWMM)	3	5	9		40	10			67	N/A	N/A
ALTERNATIVES ANALYSIS	3	5	8		20	7			43	N/A	N/A
IMPACT ANALYSIS AND MITIGATION	1	5	10		15	5			36	N/A	N/A
DRAINAGE REPORT											
DRAFT REPORT	3	9	19		4				35	N/A	N/A
REPORT EXHIBITS	3	2	2		10	20			37	N/A	N/A
TXDOT COMMENTS & RESPONSE	1	4	7		10	4			26	N/A	N/A
CITY OF GALVESTON COMMENTS & RESPONSE	1	4	4		5	4			18	N/A	N/A
FINAL REPORT & EXHIBITS	3	4	4		5	7			23	N/A	N/A
HOURS SUB-TOTALS	23	53	92	0	206	79	0	0	453	0	
CONTRACT RATE PER HOUR	\$202.37	\$179.89	\$140.54	\$115.24	\$92.75	\$98.38		\$64.65			
TOTAL LABOR COSTS	\$4,654.51	\$9,534.17	\$12,929.68	\$0.00	\$19,106.50	\$7,772.02		\$0.00	\$53,997		
% DISTRIBUTION OF STAFFING	5.08%	11.70%	20.31%	0.00%	45.47%	17.44%		0.00%			
SUBTOTAL - FC 160 (161)									\$53,997		

DESCRIPTION								TOTAL MH BY FC	TOTAL COSTS BY FC
FEASIBILITY STUDIES - FC 102 (110)								63	\$9,461
MANAGING CONTRACTED/DONATED PE - FC 145 (164)								72	\$12,443
ROADWAY DESIGN - FC 160 (161)								453	\$53,997
SUBTOTAL LABOR EXPENSES								588	\$75,901

OTHER DIRECT EXPENSES - DRAINAGE STUDY	COST/UNIT	QUANTITY							
MILEAGE (# OF MILES) (CURRENT STATE RATE)	\$0.545	400							\$218.00
OVERNIGHT MAIL - OVERSIZED BOX	\$40.00	4							\$160.00
PLOTS (COLOR ON BOND)	\$2.50	200							\$500.00
REPORT PRINTING (DRAFT AND FINAL)	\$85.00	8							\$680.00
FEMA FIS BACKUP DATA REQUEST	\$350.00	1							\$350.00
AIR TRAVEL - IN STATE - 2+WKS NOTICE (COACH)	\$500.00								\$0.00
RENTAL CAR	\$65.00								\$0.00
									\$0.00
									\$0.00
SUBTOTAL DIRECT EXPENSES									\$1,908.00

SUMMARY - DRAINAGE STUDY	
TOTAL COSTS FOR PRIME ONLY	\$75,901
NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIME ONLY	\$1,908
SUBCONTRACTS (includes labor costs and direct expenses)	
GRAND TOTAL	\$77,809

DRAINAGE STUDY											
TASK DESCRIPTION	PRINCIPAL	P.M./ SR. ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	SENIOR CADD OPERATOR	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FEASIBILITY STUDIES - FC 102 (110)											
ROUTE & DESIGN STUDIES											
DATA COLLECTION		4	4	1					9		
HOURS SUB-TOTALS	0	4	4	1	0	0	0	0	9		
CONTRACT RATE PER HOUR	\$202.37	\$179.89	\$140.54	\$115.24	\$92.75	\$98.38		\$64.65			
TOTAL LABOR COSTS	\$0.00	\$719.56	\$562.16	\$115.24	\$0.00	\$0.00		\$0.00	\$1,397		
% DISTRIBUTION OF STAFFING	0.0%	44.4%	44.4%	11.1%	0.0%	0.0%	0.0%	0.0%			
SUBTOTAL - FC 102 (110)									\$1,397		

TASK DESCRIPTION	PRINCIPAL	P.M./ SR. ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	SENIOR CADD OPERATOR		ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
MANAGING CONTRACTED/DONATED PE - FC 145 (164)											
PROJECT MANAGEMENT AND ADMINISTRATION	5	5							10		
HOURS SUB-TOTALS	5	5	0	0	0	0	0	0	10		
CONTRACT RATE PER HOUR	\$202.37	\$179.89	\$140.54	\$115.24	\$92.75	\$98.38		\$64.65			
TOTAL LABOR COSTS	\$1,011.85	\$899.45	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$1,911		
% DISTRIBUTION OF STAFFING	50.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%			
SUBTOTAL - FC 145 (164)									\$1,911		

TASK DESCRIPTION	PRINCIPAL	P.M./ SR. ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	SENIOR CADD OPERATOR		ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
ROADWAY DESIGN - FC 160 (161)											
DRAINAGE											
DRAINAGE DESIGN, EVALUATION AND REPORT											
DRAINAGE AREA DELINEATION		1			3				4	N/A	N/A
EXISTING CONDITIONS HYDROLOGY		2			2				4	N/A	N/A
EXISTING CONDITIONS HYDRAULICS (1D SWMM)		2	1		16				19	N/A	N/A
PROPOSED CULVERT DESIGN AND SIZING	1	1	1		4	2			9	N/A	N/A
PROPOSED CONDITIONS HYDRAULICS (1D SWMM)	1	1	3		8	2			15	N/A	N/A
ALTERNATIVES ANALYSIS	1	1	2		4				8	N/A	N/A
IMPACT ANALYSIS AND MITIGATION	1	1	2		3				7	N/A	N/A
DRAINAGE REPORT											
DRAFT REPORT	1	1	2						4	N/A	N/A
REPORT EXHIBITS					2	2			4	N/A	N/A
COMMENTS & RESPONSE	1	2	3		2	2			10	N/A	N/A
FINAL REPORT & EXHIBITS	1		1		2				4	N/A	N/A
HOURS SUB-TOTALS	7	12	15	0	46	8	0	0	88	0	
CONTRACT RATE PER HOUR	\$202.37	\$179.89	\$140.54	\$115.24	\$92.75	\$98.38		\$64.65			
TOTAL LABOR COSTS	\$1,416.59	\$2,158.68	\$2,108.10	\$0.00	\$4,266.50	\$787.04		\$0.00	\$10,737		
% DISTRIBUTION OF STAFFING	7.95%	13.64%	17.05%	0.00%	52.27%	9.09%		0.00%			
SUBTOTAL - FC 160 (161)									\$10,737		

DESCRIPTION								TOTAL MH BY FC	TOTAL COSTS BY FC
FEASIBILITY STUDIES - FC 102 (110)								9	\$1,397
MANAGING CONTRACTED/DONATED PE - FC 145 (164)								10	\$1,911
ROADWAY DESIGN - FC 160 (161)								88	\$10,737
SUBTOTAL LABOR EXPENSES								107	\$14,045

PLANS, SPECIFICATIONS, & ESTIMATES (48 TH STREET)												
TASK DESCRIPTION	PROJECT MANAGER	STRUCTURAL ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR CADD OPERATOR	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FEASIBILITY STUDIES - FC 102 (110)												
ROUTE & DESIGN STUDIES												
DATA COLLECTION AND REVIEW	2		5	5	2	5	4		4	27	N/A	N/A
FIELD RECONNAISSANCE			4	4	4	4				16	N/A	N/A
DCC - DESIGN CONFERENCE CONCEPT			2			2				4	N/A	N/A
HOURS SUB-TOTALS	2	0	11	9	6	11	4	0	4	47		
CONTRACT RATE PER HOUR	\$202.37	\$179.89	\$179.89	\$140.54	\$115.24	\$92.75	\$98.38	\$81.51	\$64.65			
TOTAL LABOR COSTS	\$404.74	\$0.00	\$1,978.79	\$1,264.86	\$691.44	\$1,020.25	\$393.52	\$0.00	\$258.60	\$6,012.00		
% DISTRIBUTION OF STAFFING	4.3%	0.0%	23.4%	19.1%	12.8%	23.4%	8.51%	0.00%	8.5%			
SUBTOTAL - FC 102 (110)										\$6,012.00		

TASK DESCRIPTION	PROJECT MANAGER	STRUCTURAL ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR CADD OPERATOR	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
ROADWAY DESIGN - FC 160 (161)												
DRAINAGE DESIGN												
GENERAL NOTES AND LEGEND (1 OF 2)	1			1				2		4	1	4
GENERAL NOTES AND LEGEND (2 OF 2)	1			1				2		4	1	4
OVERALL DRAINAGE AREA MAP				2			1	3		6	1	6
MISCELLANEOUS DETAILS				1	1		1	2		5	1	5
PAVING DETAILS				2	1			2		5	1	5
SIDE WALK AND RAMP DETAILS				2	2		1	3		8	2	4
STRUCTURAL CUSTOM BOX CULVERTS/DETAILS	1	2	1	1			3	4		12	2	6
DRAINAGE STANDARDS/DETAILS				2			2	4		8	1	8
SPECIFICATIONS (LIST ONLY)	1			1	2				2	6		
48 TH STREET												
COVER SHEET WITH INDEX				2	2		2	2		8	1	8
SHEET LAYOUT				2	2		2	2		8	1	8
TYPICAL ROADWAY SECTION				2	2		2	2		8	1	8
SURVEY CONTROL MAP				2	2		2	2		8	1	8
DEMOLITION MAP				2	2		2	2		8	1	8
EXISTING DRAINAGE AREA MAP				2		2		2		6	1	6
PROPOSED DRAINAGE AREA MAP				2		2		2		6	1	6
DRAINAGE CALCULATIONS AND DATA				4		2		2		8	1	8
CULVERT DATA CALCULATIONS				2		2		2		6	1	6
PLAN AND PROFILE (1" = 20") (MAIN)-2	1			1	2		4	4		12	2	6
PLAN AND PROFILE (1" = 20") (LATERALS)-1	1				2		4	4		11	1	11
CAST IN PLACE CULVERT DETAILS	1	1		2	2			2		8	1	8
COORDINATION WITH EXISTING UTILITY OWNERS	1	1		4				2		8		
PLAN AND PROFILE SHOWING STATIONS, EXISTING AND PROPOSED WATERLINE				2	2			2		6	1	6
PLAN AND PROFILE SHOWING STATIONS, EXISTING AND PROPOSED SANITARY SEWER				2	2			2		6	1	6
INTERSECTION DETAILS AND RAMPS, INCLUDING CROSSWALKS		2		2	2			2		8	1	8
DRIVEWAY SCHEDULE AND DETAILS				2	2			2		6	1	6
CROSS SECTIONS				2	2		2	2		8	1	8
WATER SYSTEM DETAILS					2		2	2		6	1	6
SANITARY SEWER SYSTEM DETAILS					2		2	2		6	1	6
SW3P PLAN AND DETAILS	1	1			2		2	2		8	1	8
TREE PROTECTION PLAN AND DETAILS	1	1			2			2		6	1	6
DETAILED TRAFFIC CONTROL/DETOUR PLAN AND DETAILS	1	1		2	2		2	2		10	2	5
SIGNAGE AND PAVEMENT MARKING PLAN AND DETAILS	1	1		2	2			2		8	1	8
ADA RAMP DETAILS	1			2	1		2	2		8	1	8
ROADWAY DESIGN PS&E PACKAGE												
PREPARATION OF SUBMITTALS (PS&E) @ 30%	2		1	2	2		4	4	1	16		
SPECIFICATIONS TABLE OF CONTENTS				1	2				1	4		
PREPARATION OF SUBMITTALS (PS&E) @ 60%	1	1		1	2		2		1	8		
AUTOCAD GENERATED TAKE-OFF ESTIMATES EACH SHEET	1		1	2	2		2	3	1	12		
PROVIDE RESPONSE TO CITY OF GALVESTON COMMENTS/COMMENTS SHEET AND ADDRESS COMMENTS IN 90% SUBMITTAL, AS APPLICABLE	2			1	2		2		1	8		
PREPARATION OF SUBMITTALS (PS&E) @ 100% DRAFT	1	1		2	2		2		2	10		
ADDRESS CITY/TXDOT COMMENTS FROM 60% SUBMITTAL	1			2	2		2		2	9		
PREPARATION OF SUBMITTALS (PS&E) @ 100% FINAL	1	1	1	1	1	2	2		1	10		
ADDRESS CITY/TXDOT COMMENTS FROM 100% DRAFT SUBMITTAL	1			1	1		2		2	7		
ASSIST IN OBTAINING APPLICABLE CITY OF GALVESTON/TXDOT PERMITS	1			1	1					3		
PUBLIC MEETING - PREPARATION & ATTENDANCE	2		2	1	1				2	8		

100% BID PACKAGE SUBMITTAL	1			2	1					4		
PROJECT MANUAL/SPECIFICATIONS/BID FORM	1		2	3	2					8		
BID PHASE	2	3		3	3		3	2		16		
CONSTRUCTION PHASE	4	5	1	7	4		4	2	3	30		
HOURS SUB-TOTALS	34	21	9	86	73	10	63	87	19	402		
CONTRACT RATE PER HOUR	\$202.37	\$179.89	\$179.89	\$140.54	\$115.24	\$92.75	\$98.38	\$81.51	\$64.65			
TOTAL LABOR COSTS	\$6,880.58	\$3,777.69	\$1,619.01	\$12,086.44	\$8,412.52	\$927.50	\$6,197.94	\$7,091.37	\$1,228.35	\$48,221.00		
% DISTRIBUTION OF STAFFING	8.46%	5.22%	2.24%	21.39%	18.16%	2.49%	15.67%	21.64%	4.73%			
SUBTOTAL - FC 160 (160)										\$48,221.00		

TASK DESCRIPTION	PROJECT MANAGER	STRUCTURAL ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR CADD OPERATOR	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
MANAGING CONTRACTED/DONATED PE - FC 145 (145, 164)												
PROJECT MANAGEMENT AND ADMINISTRATION												
PROJECT KICKOFF MEETING	2		2							4	N/A	N/A
MEETINGS/COORDINATION WITH TXDOT	2		2							4	N/A	N/A
MEETINGS/COORDINATION WITH CITY OF GALVESTON	4		4	4						12	N/A	N/A
COORDINATION WITH SUBCONSULTANTS	2		1	2						5	N/A	N/A
PROVIDE BIWEEKLY PROGRESS REPORTS	2		2						1	5	N/A	N/A
HOURS SUB-TOTALS	12	0	11	6	0	0	0	0	1	30		
CONTRACT RATE PER HOUR	\$202.37	\$179.89	\$179.89	\$140.54	\$115.24	\$92.75	\$98.38	\$81.51	\$64.65			
TOTAL LABOR COSTS	\$2,428.44	\$0.00	\$1,978.79	\$843.24	\$0.00	\$0.00	\$0.00	\$0.00	\$64.65	\$5,315.00		
% DISTRIBUTION OF STAFFING	40.00%	0.00%	36.67%	20.00%	0.00%	0.00%	0.00%	0.00%	3.33%			
SUBTOTAL - FC 145 (164)										\$5,315.00		

DESCRIPTION									TOTAL MH BY FC	TOTAL COSTS BY FC
FEASIBILITY STUDIES - FC 102 (110)									47	\$6,012.00
ROADWAY DESIGN - FC 160 (161) - DRAINAGE DESIGN									402	\$48,221.00
MANAGING CONTRACTED/DONATED PE - FC 145 (145, 164)									30	\$5,315.00
SUBTOTAL LABOR EXPENSES									432	\$59,548.00

OTHER DIRECT EXPENSES - PS&E	COST/UNIT	QUANTITY								
MILEAGE (# OF MILES) (CURRENT STATE RATE)	\$0.545	250								\$136.25
OVERNIGHT MAIL - OVERSIZED BOX	\$40.00	4								\$160.00
PLOTS (COLOR ON BOND)	\$2.50	250								\$625.25
PLOTS (B/W - 11"x17")	\$0.50	400								\$200.00
PHOTO COPIES (B/W 11"x17")	\$0.20	250								\$50.00
PHOTO COPIES (B/W 8-1/2"x11")	\$0.10	250								\$25.00
										\$0.00
SUBTOTAL DIRECT EXPENSES										\$1,197.00

SUMMARY - PS&E	
TOTAL COSTS FOR PRIME ONLY	\$59,548.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIME ONLY	\$1,197.00
SUBCONTRACT SUE	\$10,000.00
SUBCONTRACT Kuo & Assoc.	\$15,000.00
SUBCONTRACT TERRACON	\$10,000.00
GRAND TOTAL	\$95,745.00



City of Galveston

Broadway Bridge Block Drainage Study and 48th St. Crossing

15 January 2019

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

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

RE: Consider for approval the proposal from Dannenbaum for Broadway Drainage Study to Support TXDOT Overlay including Bridge Blocks and Drainage Crossings Upgrades including Construction Plans for 48th Street at a cost not to exceed of \$187,599. Authorizing the City Manager to execute documents on approval by City Attorney.

I. Background

- A. The Public Works Department is responsible for the maintenance of the City of Galveston Drainage to provide uninterrupted service to Citizens.
- B. In the City's Storm Sewer system are Bridge Block drainage structures. Bridge Block drainage systems are shallow box culvert drainage systems that have been used extensively on Galveston Island in the urban areas. They allow drainage to pass under and across intersecting cross streets where there are no underground storm sewer systems. Because Bridge Block structures have narrow openings, they are known to easily be obstructed and are difficult to maintain. The blockage of bridge block structures on Broadway prevents stormwater from flowing south to north and creates street flooding at the southern Broadway bridge block intersections. There are numerous bridge block structures on Broadway that need to be upgraded.
- C. TxDOT plans to repave/overlay the entire length of Broadway, making this an excellent opportunity to replace aging "bridge blocks" across Broadway with new "culverts" sized to handle more flow and thereby, reduce ponding upstream/South of Broadway. A total of 16 intersections have been identified including 39th, 33th, 36th, 35th, 34th, 32nd, 31st, 30th, 29th, 28th, 22nd, 21st, 20th, 18th, 17th, and 16th. Some of these intersections have old wooden bridge blocks that have collapsed. The upgrade of





City of Galveston

Broadway Bridge Block Drainage Study and 48th St. Crossing

- these shallow bridge blocks to deeper culverts needs to be preceded by a drainage study which is a pre-requisite to the funding of the drainage upgrade construction by TXDOT.
- D. The scope of work is to prepare a Drainage Impact Analysis (Drainage Report) and PS&E of the new crossing culverts. Modeling must evaluate existing versus proposed conditions. The drainage report also includes but is not limited to the following: drainage area maps, drainage outfall descriptions, tailwater selection and descriptions, with recommendations for mitigation of impacts. The work to be performed also includes hydraulic analysis, geographic information systems (GIS) mapping, preparation of hydrologic and hydraulic modeling.
 - E. Construction plans for the 48th Street Drainage Study should also follow the drainage study for this area to allow safe conveyance of stormwater on 48th Street from South to North of Broadway.

II. Current Situation

- A. The City requested a proposal from Dannenbaum which was prequalified by the City Council in October 2016.
- B. Dannenbaum submitted a proposal for \$187,599.00 to perform the drainage study for the 16 Bridge Block Intersections and study and design for the 48 Street Broadway Drainage Crossing.
- C. Dannenbaum is available to perform at the City's request.

III. **Impact or ramifications:**

If the drainage study is not awarded, Broadway will be repaved by TXDOT without the drainage improvements and flooding will continue on Broadway. TXDOT will not fund the drainage upgrade for the Broadway Bridge Block Crossings and the City will lose more than \$1 Million in funding by TXDOT for drainage upgrades on Broadway.





City of Galveston

Broadway Bridge Block Drainage Study and 48th St. Crossing

IV. Alternatives in order of priority

- A. Approve the proposal from Dannenbaum, for a not to exceed amount of \$187,599.00 in order to survey, model and provide a study report for the Broadway Bridge Block upgrade to deeper culverts with more hydraulic capacity to improve the drainage on Broadway, which will lead to funding of construction by TXDOT for the drainage improvements.
- B. Do not approve the request and risk flooding of Broadway, premium cost repetitive emergency repairs, potential damage to private properties, and loss of service to our customers and loss of TXDOT funding.

V. Recommendation

Approve the proposal from Dannenbaum, for a not to exceed amount of \$187,599.00 in order to survey, model and provide a study report for the Broadway Bridge Block upgrade to deeper culverts with more hydraulic capacity to improve the drainage on Broadway leading to funding of construction for the drainage improvements.

VI. Fiscal Impact Report

Requested by: Daniel Christodoss, P.E.
City Engineer

Funding Sources: 2017 GO Bonds

Study Cost: \$187,599.00

Respectfully Submitted,

Daniel Christodoss, P.E., City Engineer





City of Galveston

CAPITAL PROJECTS STAFF REPORT

08 January 2019

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 Change Order #1 for the contract with General Contractor Services, for the Neighborhood Improvements project, **decreasing** the contract from \$362,046.50 by the amount of \$32,570.25 to a final cost of \$329,476.25. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. The Neighborhood Improvement Program began in 2013 as an initiative that would set aside a certain amount of funds for City Council members to use in order to make discretionary neighborhood improvements within their elected districts.
- B. On 14 December 2017, City Council awarded a contract with General Contractor Services, for the Neighborhood Improvements project in the amount of \$362,046.50 for concrete work in Lindale Park, at Central Middle School, in the Channelview subdivision, and in the Colony Park Subdivision.

II. Current Situation

- A. The Neighborhood Improvements project is complete.
- B. GC 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 result in a **decrease** of \$32,570.25 to the contract price.

III. Impact or ramifications:

This change order is necessary to close out this project.

IV. Alternatives in order of priority

- A. Approve Change Order #1 for the contract with General Contractor Services, for the Neighborhood Improvements project, **decreasing** the contract from \$362,046.50 by the amount of \$32,570.25 to a final cost of \$329,476.25.
- B. Do not approve the request.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

V. Recommendation

Approve Change Order #1 for the contract with General Contractor Services, for the Neighborhood Improvements project, **decreasing** the contract from \$362,046.50 by the amount of \$32,570.25 to a final cost of \$329,476.25.

VI. Fiscal Impact Report

Requested by:

Ross E. Blackketter, P.E.
Director of Capital Projects

Funding Source:

Neighborhood Improvement Funds

District 1

Central Middle School	\$ 49,982.25	(increase of \$24,982.25)
-----------------------	--------------	---------------------------

District 3

Lindale Park	\$ 117,447.50	(decrease of \$57,552.50)
--------------	---------------	---------------------------

District 5

Channelview subdivision	\$ 118,000.00	
-------------------------	---------------	--

Colony Park subdivision	\$ 44,046.50	
-------------------------	--------------	--

Total Cost of Implementation	\$ 329,476.25	(decrease of \$32,570.25)
------------------------------	---------------	---------------------------

Respectfully Submitted,

Ross E. Blackketter, P.E.
Director of Capital Projects





City of Galveston

Neighborhood Projects 2017

Construction Contract Change Order Number 1

Engineer: City of Galveston 823 Rosenberg, Rm 402 Galveston, Texas 77550 Phone No.: 409.797.3644	Owner: City of Galveston 823 Rosenberg, Rm 205 Galveston, Texas 77550 Phone No.: 409.797.3630	Contractor: General Contractor Services, Inc. 8400 La Porte Road Houston, Texas 77012 Phone No.: 713.270.5300 Agreement Date: 01/22/18
<u>Change in Contract Price</u>		<u>Change in Contract Time (Calendar Days)</u>
Original Contract Price: \$362,046.50		Original Contract Time: 120 days
Previous Change Order(s): No. to No. \$ 0.00		Net Change From Previous Change Orders: 0 days
Contract Price Prior to this Change Order: \$346,046.50		Contract Time Prior to this Change Order: 120 days
Net Increase/Decrease of this Change Order: (\$ 32,570.25)		Net Increase/Decrease of this Change Order: 72 days
Contract Price With all Approved Change Orders: \$329,476.25		Contract Time With all Change Orders: 192 days
Cumulative Percent Change in Contract Price (+/-): -8.99%		Construction Contract End Date: (mm/dd/yy) 08/31/18

ENGINEER
RECOMMENDED:

OWNER
APPROVED:

CONTRACTOR
ACCEPTED:

By: *Daniel Chutech*
CITY ENGINEER

By: _____
CITY OF GALVESTON

By: *Samuel T. [Signature]*
GENERAL CONTRACTOR SERVICES

Date: Nov-5-18

Date: _____

Date: 11-7-18

NOTE: A cumulative change in the contract price in excess of 25% cannot be reviewed.



Item No	Description of Changes Quantities, Units, Unit Prices, Change in Completion Scheduled, ETC	Decrease in Contract Price	Increase in Contract Price
LINDALE PARK WALKING TRAIL			
102	Plan, implementation and maintenence for SWPPP (Not Used)	\$ 840.00	
105	Curb and gutter (Not Used)	\$ 50,290.00	
106	Tree protection (Not Used)	\$ 2,925.00	
107	Plan, implementation and maintenence Traffic Control (Not Used)	\$ 2,257.50	
108	12 inch RCP (Not Used)	\$ 1,240.00	
CENTRAL MIDDLE SCHOOL			
201	Mobilization added		\$ 4,923.00
204	5.0' Concrete Sidewalk added		\$ 8,335.00
210	Retaining Wall added		\$ 11,724.25
		\$ 57,552.50	\$ 24,982.25



City of Galveston

CAPITAL PROJECTS STAFF REPORT

January 10, 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. 5 to the contract with Brunel Industrial & Pipeline Services, LLC, for the Rehabilitation of Ground Storage Tanks at 59th Street project, increasing the contract by \$198,129.26 from the amount of \$7,665,600.21 to a new total amount of \$7,863,729.47. 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, by \$378,734.74 to the amount of \$7,515,625.77 in Change Order No. 2 on June 21, 2018, by \$105,612.07 to the amount of \$7,621,237.84 in Change Order No. 3 on July 26, 2018, and by \$44,362.37 to the amount of \$7,665,600.21 in Change Order No. 4 on December 13, 2018.

II. Current Situation

- A. Brunel Industrial & Pipeline Services, LLC has requested Change Order No. 5 for additional work due to the following issues:

1. Additional patching of the floor of Tank #4	\$ 112,119.25
2. Revised means of tapping existing 24 inch and 30 inch waterlines	\$ 71,526.00
3. Relocating the pressure indicating transmitter	\$ 5,593.36
4. <u>Additional materials need for capping 24 inch line and installing valve</u>	<u>\$ 8,890.65</u>
Total	\$ 198,129.26
- B. Dannenbaum Engineering has recommended approval of this request.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

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. 5 to the contract with Brunel Industrial & Pipeline Services, LLC, for the Rehabilitation of Ground Storage Tanks at 59th Street project, increasing the contract by \$198,129.26 from the amount of \$7,665,600.21 to a new total amount of \$7,863,729.47.
- B. Do not approve the change order.

V. Recommendation

Approve Change Order No. 5 to the contract with Brunel Industrial & Pipeline Services, LLC, for the Rehabilitation of Ground Storage Tanks at 59th Street project, increasing the contract by \$198,129.26 from the amount of \$7,665,600.21 to a new total amount of \$7,863,729.47.

VI. Fiscal Impact Report

Requested by:	Ross E. Blacketter, P. E. Director of Capital Projects
Funding Source:	CDBG DR Non-Housing Round 2.2
Construction Cost	\$ 7,863,729.47 (increase of \$198,129.26)
Construction Administration	\$ 119,331.00
Total Cost of Implementation	\$ 7,983,060.47

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: Brunel Industrial Services, LLC 4460 Genoa Red-Bluff Rd. Pasadena, TX 77505 Phone No.: 713.966.9032 Agreement Date: 10/03/2017
Date: 01/09/2019 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.: 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
Phase II-9	Final quantity adjustment for 24" pipe.		\$ 27,091.35
Phase II-10	Final quantity adjustment for 30" pipe.		\$ 13,310.80
Phase II-17	Revisions to Connection Detail No. 6		\$ 36,892.05
Phase II-18	Revisions to Connection Detail No. 7	\$ 5,768.20	
Phase II-3	Repair GST No. 4 floor by plate patching.		\$ 112,119.25
Phase II-22	Revised Location of PT11 and added tubing.		\$ 5,593.36
Phase I-3	Install thrust block on 24" plug for Detail No. 4, added material for 24" valve replacement GST 1		\$ 8,890.65
	Grand Total	\$ 5,768.20	\$ 203,897.46

<u>Change in Contract Price</u>	<u>Change in Contract Time (Calendar Days)</u>
Original Contract Price: \$6,477,984.36	Original Contract Time: 395 days
Previous Change Order(s): No. 1 to No. 4 \$1,187,615.85	Net Change From Previous Change Orders: 117 days
Contract Price Prior to this Change Order: \$7,665,600.21	Contract Time Prior to this Change Order: 517 days
Net Increase/Decrease of this Change Order: \$ 198,129.26	Net Increase/Decrease of this Change Order: 0 days
Contract Price With all Approved Change Orders: \$7,863,729.47	Contract Time With all Change Orders: 517 days
Cumulative Percent Change in Contract Price (+/-): +21.39%	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: 1/14/19

APPROVED:

By: _____
CITY OF GALVESTON

Date: _____

ACCEPTED:

By: *Wann B. Gunn*
BRUNEL INDUSTRIAL

Date: 1/16/19

JUSTIFICATION FOR CHANGE

1. Will this Change Order increase or decrease

the number of beneficiaries?

☐ Increase

☐ Decrease

☒ No Change

If there is a change, how many beneficiaries will be affected?

Total ____ L/M ____

2. Effect of this change on scope of work:

☒ Increase

☐ Decrease

☐ No Change

3. Effect on operation and maintenance costs:

☐ Increase

☐ Decrease

☒ No Change

4. Are all prices in the change order dependent upon unit prices

found in the original bid?

☐ Yes

☒ No

If "No", explain: 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

January 9, 2019

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. 5 Recommendation

Dear Mr. Blackketter:

Change Order No. 5 includes Change Order Requests No. 16, 17, 18, and 19.

Change Order Request No. 16 is a request for additional time and money for additional work required for the installation of Detail 6 and 7 of the plan set. Based on discoveries in the field, revisions to Connection Details 6 and 7 had to be made. Connection Detail 6 called for a tapping sleeve and valve to make a wet connection to the existing 30-inch water line. The existing 30-inch line is old Gifford-Hill concrete pipe which was installed sometime in the 50s or 60s. The dimensions of that pipe do not confirm to standard pipe fittings in use today and as a result special fittings were required to make the connection. As a result, a tapping sleeve and valve was no longer necessary and a credit was issued for that portion of the work. Similarly, Connection Detail 7 was eliminated and a credit is included in this Change Order Request. In lieu of Connection Detail 7, which included a tapping sleeve and valve to tie into an existing 24-inch water line, the contractor utilized an existing 24-inch tee to make the tie in. This required two (2) additional 90 degree bends and a 30x24 reducer. The last part of this request is a final quantity adjustment to the linear footage of 24-inch and 30-inch water lines based on modifications in the field as a result of obstruction or other unforeseen circumstances. The request is for \$71,526.00 and seven (7) additional contract days. Dannebaum feels the prices are competitive and the monetary request is justified, however there is no justification for additional time as the critical path and completion date have not been impacted. Therefore, Dannenbaum recommends approval of this Change Order Request in the amount of \$71,526.00 with no additional contract days.

Change Order Request No. 17 is a request for additional time and money for additional work required to repair corroded portions of the floor in GST No. 4 by plate patching. The unit price was agreed upon in Change Order Request No. 9, with the final price to be based on the actual square footage of patching required. The work required 294 square feet of plate patching at \$325 per square foot. The request is for \$112,119.25 and 7 additional days. Dannenbaum feels the prices are competitive and the request is justified, however there is no justification for additional time as the critical path and completion date have not been impacted. Therefore, Dannenbaum recommends approval of this Change Order Request in the amount of \$112,119.25 and no additional contract days.

Change Order Request No. 18 is a request for additional time and money for additional work required to relocate the pressure indicating transmitter for the flow control station and the additional material necessary to complete the work. Originally, the pressure indicating transmitter was located on the header leading to the proposed flow control station which is below ground. Based on discussions with the City inspector and the Contractor and with the amount of rainfall in 2018 the decision was made to relocate the pressure indicating transmitter above ground to provide better access in the event that the site is inundated with water and eliminate the need for excavation should the transmitter need to be replaced in the future. This required

additional work to attach the transmitter to the flow control station piping and additional tubing to tie the two branches of the flow control station together. The request is for \$5,593.36 and 0 additional contract days. Dannenbaum feels the prices are competitive and the request is justified and therefore recommends approval of this Change Order Request in the amount of \$5,593.36 and no additional contract days.

Change Order Request No. 19 is a request for additional time and money for additional work required to install a large concrete thrust block on the plug associated with Detail No. 4 of the plan set. The detail called for the existing 24-inch water line to be cut and plugged. During the pressure test, the existing line fittings failed and caused the plug to be blown off. In order to prevent this from happening again, a thrust block was designed and poured around the existing fittings and the new plug which solved the problem. Additionally, this request includes added material costs associated with the 24-inch valve replacement based on unforeseen circumstances, which was included in Change Order Request No. 15 and subsequently Change Order No. 4. The request is for \$8,890.65 and 4 additional days. Dannenbaum feels the prices are competitive and the request is justified, however there is no justification for additional time as the critical path and completion date have not been impacted. Therefore, Dannenbaum recommends approval of this Change Order Request in the amount of \$8,890.62 and no additional contract days.

In summary, Change Order No. 5 includes Change Order Request No. 16, 17, 18 and 19 and totals \$198,129.26. The associated work is work that needs to be done in order to achieve the originally intended outcome for this Project. Dannenbaum feels the associated costs are competitive and therefore recommends approval of this Change Order in the amount of \$198,129.26, for the new Construction Contract total of \$7,863,729.47, which is a 21.39% increase, and no increase in contract time which is currently 517 days. The current 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 – Tony Rodriguez

Attachments – Change Order Request No. 16
Change Order Request No. 17
Change Order Request No. 18
Change Order Request No. 19



City of Galveston

CAPITAL PROJECTS STAFF REPORT

07 November 2018

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

From: Ross E. Blacketter, P.E., Director of Capital Projects

RE: Consider for approval Change Order #7 for the contract with Main Lane Industries, Ltd., for the Reconstruction of Market Street from 25th Street to 19th Street project, **decreasing** the contract from \$3,862,805.87 by the amount of \$28,530.00 to a cost of \$3,834,275.87. 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, by \$160,423.43 to a total of \$3,900,953.31 in Change Order #3 on 24 May 2018, by \$8,539.50 to a total of \$3,909,492.81 in Change Order #4 on 21 June 2018, decreased by \$132,736.94 to a total of \$3,776,755.87 in Change Order #5 on 23 August 2018, and increased by \$86,050.00 to a total of \$3,862,805.87 in Change Order #6 on 15 November 2018.

II. Current Situation

- A. The construction contract for the Reconstruction of Market Street from 25th Street to 19th Street is complete.
- B. Main Lane has requested a final change order reconciling the accounting for this contract as shown in the attached documentation.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

- C. Unused items and value engineering for this contract result in a **decrease** of \$28,530.00 to the contract price.

III. **Impact or ramifications:**

This change order is necessary to close out this project.

IV. **Alternatives in order of priority**

- A. Approve Change Order #7 for the contract with Main Lane Industries, Ltd., for the Reconstruction of Market Street from 25th Street to 19th Street project, decreasing the contract from \$3,862,805.87 by the amount of \$28,530.00 to a cost of \$3,834,275.87.
- B. Do not approve the request.

V. **Recommendation**

Approve Change Order #7 for the contract with Main Lane Industries, Ltd., for the Reconstruction of Market Street from 25th Street to 19th Street project, decreasing the contract from \$3,862,805.87 by the amount of \$28,530.00 to a cost of \$3,834,275.87.

VI. **Fiscal Impact Report**

Requested by:

Ross E. Blackketter, P.E.
Director of Capital Projects

Funding Source:

CDBG DR Non-Housing Round 2.1

Construction Cost	\$ 3,834,275.87	(decrease of \$28,530.00)
<u>Construction Administration</u>	<u>\$ 107,011.00</u>	
Total Cost of Implementation	\$ 3,941,286.87	

Respectfully Submitted,

Ross E. Blackketter, 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: 01/03/2019 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.: 07	
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
47	7-Inch Thick High Early Strength Reinforced Concrete Driveways: 6 SY @ \$130.00/SY	\$780.00	
94	2-Inch PVC Schedule 40 Conduit, Pilot Tube Method: 725 LF @ \$30.00/LF	\$21,750.00	
98	Remove and Relocate Pole Mounted and Non-Pole Mounted Parking Signs: 7 EA @ \$200.00/EA	\$1,400.00	
100	Remove and Relocate Non-Pole Mounted Traffic Signs: 3 EA @ \$200.00/EA	\$600.00	
101	Remove and Relocate Pole Mounted Traffic Signs with Street Names: 3 EA @ \$200.00/EA	\$600.00	

125	Relocate Parking Meters: 4 EA @ \$400.00/EA	\$1,600.00	
177	Modified ADA Ramp @ SW @ 21 st Street: 1 EA @ \$1,800.00/EA	\$1,800.00	
<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. 6 \$498,516.42		Net Change From Previous Change Orders: 265 days	
Contract Price Prior to this Change Order: \$3,862,805.87		Contract Time Prior to this Change Order: 505 days	
Net Increase/Decrease of this Change Order: -\$28,530.00		Net Increase/Decrease of this Change Order: 0 days	
Contract Price With all Approved Change Orders: \$3,834,275.87		Contract Time With all Change Orders: 505 days	
Cumulative Percent Change in Contract Price (+/-): +13.97%		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) 12 / 20 / 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: 1/31/2019

APPROVED:

By: _____

CITY OF GALVESTON

(OWNER)

Date: _____

ACCEPTED:

By: 

MAIN LANE INDUSTRIES

(CONTRACTOR)

Date: 1/16/2019

JUSTIFICATION FOR CHANGE

1. Will this Change Order increase or decrease

the number of beneficiaries?

☐ Increase

☐ Decrease

☒ No Change

If there is a change, how many beneficiaries will be affected?

Total ____ L/M ____

2. Effect of this change on scope of work:

☐ Increase

☒ Decrease

☐ No Change

3. Effect on operation and maintenance costs:

☐ Increase

☒ Decrease

☐ No Change

4. Are all prices in the change order dependent upon unit prices

found in the original bid?

☐ Yes

☒ No

If "No", explain:

This is a final change order deducting the bid items from the contract and scope of work. Bid items 47, 94, 98, 100, 101, and 125 are from the original bid. Bid item 177 is from CO# 6 and this bid item quantity is being deducted due to scope of work removed due to field conditions. 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

January 03, 2019

Ross E. Blackketter, P.E.
Director of Capital Projects
City of Galveston
823 Rosenberg
Galveston, TX 77550

**RE: Reconciliation Change Order for Approval: CO#7
Market Street Reconstruction from 25th to 19th Street
AECOM Project No. 60264630**

Dear Mr. Blackketter:

Please find AECOM Technical Services, Inc. (AECOM) reconciliation change order to finalize and close out the project for 60264630 Market Street from 25th to 19th Street. This reconciliation change order includes Main Lane Industries, LLC. (Main Lane) Pay Estimate 16 of the work completed to date. AECOM recommends deductions for bid items to the contract due to bid items not fully used as described below.

Please find the following detail information below for the pay estimate that has been submitted to and reviewed by AECOM:

1. The bid items that are to be deducted from the current contract value due to not being used 100% are the following: Bid items 47, 94, 98, 100, 101, 125, and 177. The total value is **-\$28,350.00**. Please see the attached GLO form for the itemized descriptions.

Please find attached the Reconciliation Change Order, Change Order No. 7, in the amount of **-\$28,530.00**, along with AECOM's letter of recommendation for approval. If the City is in acceptance of AECOM's recommendation please find the GLO Form for the City's signature for approval.

Sincerely,

Andres Berdugo, P.E.
Project Manager

Attn: Attachment A – MC² Pay Estimate 16
Attachment B – Change Order No. 7 GLO Form

Cc: City of Galveston – Tony Rodriguez, Trina Jankowski, Darren Miller
Main Lane – Billy Mitchell, P.E., Ed Henkel, Jim Lawler
CPS



City of Galveston

CAPITAL PROJECTS STAFF REPORT

14 January 2019

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 Change Order #8 from Triple B Services, LLC, for the Sealy Avenue Improvements from 33rd to 25th project, increasing the contract amount from \$2,638,276.28 by \$57,813.25 to the new cost of \$2,696,089.53, and increasing the term by 134 days to a new term of 596 calendar days. 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, increased by \$34,465.48 to a new amount of \$2,615,369.28 in Change Order #4 on 24 May 2018, increased by \$21,885.00 to a new amount of \$2,637,254.28 in Change Order #5 on 24 May 2018, and increased by \$1,022.00 to a new amount of \$2,638,276.28 in Change Order #7 on 07 September 2018. Change Order #6, approved on 26 July 2018 was for a 75 day time extension only.

II. Current Situation

- A. Triple B Services, LLC has requested Change Order #8 for additional costs and a time extension due to the following issues:
 - 1. The original scoping of this project did not consider the existing width of the sidewalks at Central Middle School, or the curb ramps needed for the mid-block crossings. Additional sidewalk work and curb ramps at the school are needed to correct these.
 - 2. Asphalt transitions are needed at the alleys between 31st and 33rd Streets to provide needed drainage at those locations.
 - 3. Delays in the relocation of the AT&T duct bank resulted in Triple B stopping work and extra mobilization costs.
 - 4. There are two wooden utility poles that have yet to be removed, requiring additional traffic control.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

5. Additional storm sewer structures are needed at various intersections to provide for the appropriate drainage.
 6. Additional water service connections are required to provide needed service to users.
- B. Triple B Services, LLC has requested Change Order #8 in the amount of \$57,813.25 and 134 days for the delays due to this work.
- C. Arceneaux Wilson & Cole LLC, the design engineer, has reviewed and recommends approval of this change order.

III. Issues

This is necessary in order for work to proceed on this project.

V. Alternatives in order of priority

- A. Approve Change Order #8 from Triple B Services, LLC, for the Sealy Avenue Improvements from 33rd to 25th project, increasing the contract amount from \$2,638,276.28 by \$57,813.25 to the new cost of \$2,696,089.53, and increasing the term by 134 days to a new term of 596 calendar days.
- B. Do not approve the request.

VI. Recommendation

Approve Change Order #8 from Triple B Services, LLC, for the Sealy Avenue Improvements from 33rd to 25th project, increasing the contract amount from \$2,638,276.28 by \$57,813.25 to the new cost of \$2,696,089.53, and increasing the term by 134 days to a new term of 596 calendar days.

VII. Fiscal Impact Report

Requested by:

Ross E. Blacketter, P.E.
Director of Capital Projects

Funding Source:

CDBG DR Non-Housing Round 2.2

Construction Cost
Construction Administration
Total Cost of Implementation

\$ 2,696,089.53	(increase of \$57,813.25)
\$ 115,927.56	
\$ 2,812,017.09	

Respectfully Submitted,

Ross E. Blacketter, 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.: 8	
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
40	4 ½" Reinforced Concrete Sidewalk: +155 SY @ \$56.15/SY		+ \$ 8,703.25
41	Handicap Curb Ramps: +5 EA @ \$1,500.00/EA		+ \$ 7,500.00
89	Type "B" Inlet with 12" SDR-26: +1 EA @ \$3,900.00/EA		+ \$ 3,900.00
91	2" Poly Water Service: +1 EA @ \$3,600.00/EA		+ \$ 3,600.00
100	Dowel into Existing Sidewalk: +1 LS @ \$980.00/LS		+ \$ 980.00
101	Remove and Dispose of Dirt for Sidewalk: +1 LS @ \$1,100.00/LS		+ \$ 1,100.00

102	Remove Curb and Sidewalk Curb Ramps: +1 LS @ \$1,700.00/LS		+ \$ 1,700.00
103	Asphalt Replacement, Prime, Grading and Manhole Adjustments: +1 LS @ \$10,400.00		+ \$ 10,400.00
104	Traffic Control around Utility Pole Conflicts: +1 LS @ \$930.00		+ \$ 930.00
105	Mobilization/Re-Mobilization for Utility Pole Conflicts: +1 LS @ \$19,000.00		+ \$ 19,000.00

<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. 7 \$ 170,134.78	Net Change from Previous Change Orders: 252 days
Contract Price Prior to this Change Order: \$ 2,638,276.28	Contract Time Prior to this Change Order: 462 days
Net Increase/Decrease of this Change Order: \$ 57,813.25	Net Increase/Decrease of this Change Order: 134 days
Contract Price With all Approved Change Orders: \$ 2,696,089.53	Contract Time With all Change Orders: 596 days
Cumulative Percent Change in Contract Price (+/-): +9.23%	Grantee Contract End Date: (mm/dd/yy) 12/31/2019
Construction Contract Start Date: (mm/dd/yy) 07/12/2017	Construction Contract End Date: (mm/dd/yy) 02/28/2019

Reimbursements of costs included in this change order are subject to review by the GLO-DR program.

*** This document may be executed prior to submission for GLO-DR program review, but all parties involved will be held responsible if the change order or the amendment warranted as a result of this change order is not in compliance with CDBG or HUD requirements.**

RECOMMENDED:

By: 

ENGINEER

Arceneaux, Wilson & Cole LLC

Date: 01/16/2019

APPROVED:

By: _____

OWNER

City of Galveston

Date: _____

ACCEPTED:

By: 

CONTRACTOR

Triple B Services, LLP

Date: 01/16/2019

JUSTIFICATION FOR CHANGE

1. Will this Change Order increase or decrease the number of beneficiaries? ☐ Increase ☐ Decrease ☒ No Change			
If there is a change, how many beneficiaries will be affected? Total ____ L/M ____			
2. Effect of this change on scope of work: ☐ Increase ☐ Decrease ☒ No Change			
3. Effect on operation and maintenance costs: ☐ Increase ☐ Decrease ☒ No Change			
4. Are all prices in the change order dependent upon unit prices found in the original bid? ☐ Yes ☒ No			
If "No", explain: Added construction items not included in original bid: Dowel into Existing Sidewalk (1 LS) Remove and Dispose of Dirt for Sidewalk (1 LS) Remove Curb and Sidewalk Curb Ramps (1 LS) Asphalt Replacement, Prime, Grading and Manhole Adjustments (1 LS) Traffic Control (1 LS) Mobilization (1 LS)			
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).



January 10, 2019

Mr. Ross Blacketter, P.E.
City of Galveston
823 Rosenberg
Room 205
Galveston, Texas 77550

RE: CHANGE ORDER NO. 8
Sealy Street Improvements from 33rd Street to 25th Street
AWC Job. No. COG-010

Dear Mr. Blacketter:

Arceneaux Wilson & Cole, LLC is submitting Change Order No. 8 for the Sealy Street Improvements from 33rd Street to 25th Street project and recommends approval of the construction contract changes. This change is to expand the concrete sidewalk in from of the local school to 10' wide, add additional ADA curb ramps, provide additional drainage at 28th Street, and add a mobilization for AT&T having utilities in conflict. The overall result for this change order is to increase the contract amount by an additional \$57,813.25 and add 134 days to the contract time.

- Bid Item #40, Add 155 Square Yards, 4 ½-Inch Sidewalk @ \$56.15 (\$8,703.25)
- Bid Item #41, Add 5 Each, Handicap Curb Ramp @ \$1,500.00 (\$7,500.00)
- Bid Item #91, Add 1 Each, 2" Poly Water Service @ \$3,600.00 (\$3,600.00)
- Bid Item #89, Add 1 Each, Type B Inlet W/ 12" SDR-26 @ \$3,900.00 (\$3,900.00)
- Add 1 Lump Sum, Dowel into existing Sidewalk @ \$980.00 (\$980.00)
- Add 1 Lump Sum, Remove and Dispose of Dirt for Sidewalk @ \$1,100.00 (\$1,100.00)
- Add 1 Lump Sum, Remove Curb and Sidewalk for Curb Ramps @ \$1,700.00 (\$1,700.00)
- Add 1 Lump Sum, Asphalt Placement, Prime, Grading, and Adjust Utilities as necessary for both Alleys between 31st and 33rd @ \$10,400.00 (\$10,400.00)
- Add 1 Lump Sum, Traffic Control around Centerpoint Energy poles @ \$930.00 (\$930.00)
- Add 1 Lump Sum, Mobilization on 10/15/18 @ \$19,000.00 (\$19,000.00)

I have attached Change Order No. 8 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-161

A handwritten signature in blue ink, appearing to read "Marc A. Ochoa". The signature is fluid and cursive, with the first name "Marc" being more prominent.

Marc A. Ochoa, P.E.

Senior Project Manager



Triple B Services, L.L.P.

EXCAVATION *** PAVING *** UTILITIES *** GENERAL CONTRACTING

January 10, 2019

Mr. Marc A. Ochoa, P.E.
Arceneaux Wilson & Cole
2901 Turtle Creek Dr., Suite 300
Port Arthur, Texas 77642

Re: Sealy Avenue Improvements
Triple B No. 17-03019, C/O Request # 8

Marc, I have a cost breakdown on the extra work items From Mobilization to additional sidewalk for Change order # 8.

- 1) #91 2" polyline water service \$3,600.00
- 2) #89 Type b inlet w/12" sdr 26 EA 1 @ \$3,900.00
- 3) #40 4 1/2" sidewalk 155 sy \$8,703.25
- 4) Dowel into existing sidewalk 300' LS \$980.00
- 5) Remove and dispose of excavated dirt for sidewalk 167 Sy \$1,100.00
- 6) #41 Curb ramps 5 EA @ \$1,500.00 total \$7,500.00
- 7) Remove curb and sidewalk for curb ramps \$1,700.00
- 8) Exhibit 1 Alley way work Asphalt placement, prime, grading, adjust man hole plus second alley (LS) \$10,400.00
- 9) Mobilization and Remobilization for AT&T conflict and Traffic Control around existing Utilities Pole Conflicts \$930.00
- 10) Mobilization on 10/15/19 \$19,000.00

Should you have any questions, please do not hesitate to contact me with any questions.

Sincerely,
Triple B Services, L.L.P.

Shad Bass
Project manager



City of Galveston

CAPITAL PROJECTS STAFF REPORT

08 January 2019

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 Change Order #1 for the contract with RAC Industries, LLC., for the Sidewalk Construction - Avenue L from 53rd St to 43rd St & Avenue M from 35th St to 28th St project, **decreasing** the contract from \$685,866.00 by the amount of \$124,819.50 to a final cost of \$561,046.50. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. The Neighborhood Improvement Program began in 2013 as an initiative that would set aside a certain amount of funds for City Council members to use in order to make discretionary neighborhood improvements within their elected districts.
- B. On 14 December 2017, City Council awarded a contract with RAC Industries, LLC., for the Sidewalk Construction - Avenue L from 53rd St to 43rd St & Avenue M from 35th St to 28th St project in the amount of \$685,866.00.

II. Current Situation

- A. The Neighborhood Improvements project is complete.
- B. RAC 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 result in a **decrease** of \$124,819.50 to the contract price.

III. Impact or ramifications:

This change order is necessary to close out this project.

IV. Alternatives in order of priority

- A. Approve Change Order #1 for the contract with RAC Industries, LLC. for the Sidewalk Construction - Avenue L from 53rd St to 43rd St & Avenue M from 35th St to 28th St project, **decreasing** the contract from \$685,866.00 by the amount of \$124,819.50 to a final cost of \$561,046.50.
- B. Do not approve the request.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

V. Recommendation

Approve Change Order #1 for the contract with RAC Industries, LLC. for the Sidewalk Construction - Avenue L from 53rd St to 43rd St & Avenue M from 35th St to 28th St project, **decreasing** the contract from \$685,866.00 by the amount of \$124,819.50 to a final cost of \$561,046.50.

VI. Fiscal Impact Report

Requested by:

Ross E. Blackketter, P.E.
Director of Capital Projects

Funding Source:

\$ 484,958.22 2015 CDBG
\$ 89,838.28 2016 CDBG (**decrease** of \$95,119.50)
\$ 0 District 1 Funds (**decrease** of \$40,000.00)

Construction Cost

\$ 561,046.50 (**decrease** of \$124,819.50)

Construction Administration

\$ 13,750.00

Material Testing

\$ 0 (**decrease** of \$10,000.00 – *not used*)

Total Cost of Implementation \$ 574,796.50

Respectfully Submitted,

Ross E. Blackketter, P.E.
Director of Capital Projects





Sidewalk Construction
Ave L (53rd – 43rd Street) & Ave M (35th – 28th Street)
Contract Change Order Number 1

Consultant: GC Engineering, Inc. 2505 Park Avenue Pearland, TX 77581 Phone No.: 281.412.7008	Owner: City of Galveston 823 Rosenberg Galveston, TX 77550 Phone No.: 409.797.3630	Contractor: RAC Industries, LLC 2512 Cocoa Lane Pasadena, TX 77502 Phone No.: 713.534.1151 Agreement Date: 1/09/2018
<u>Change in Contract Price</u>		<u>Change in Contract Time (Calendar Days)</u>
Original Contract Price: \$685,866.00		Original Contract Time: 60 days
Previous Change Order(s): No. to No. \$0.00		Net Change From Previous Change Orders: 0 days
Contract Price Prior to this Change Order: \$685,866.00		Contract Time Prior to this Change Order: 60 days
Net Increase/Decrease of this Change Order: -\$124,819.50		Net Increase/Decrease of this Change Order: 0 days
Contract Price With all Approved Change Orders: \$561,046.50		Contract Time With all Change Orders: 60 days
Cumulative Percent Change in Contract Price (+/-): - 18.19 %		Construction Contract End Date: (mm/dd/yy) 03/15/2018

RECOMMENDED:

By: *D. Bharath*
GC ENGINEERING, INC.

APPROVED:

By: _____
CITY OF GALVESTON

ACCEPTED:

By: *J. Santos*
RAC INDUSTRIES, LLC

Date: 12/28/2018

Date: _____

Date: 1/2/2019

NOTE: A cumulative change in the contract price in excess of 25% cannot be reviewed.

**Ave. L (53rd - 43rd Street) & Ave M (35th - 28th Street)
Change Order 1**

ITEM	DESCRIPTION	UNIT	ORIG QTY	TOT QTY TO DATE	UNIT PRICE	TOTAL AMT DUE TO DATE	CONTRACT PRICE	BALANCE	% COMPLETE
8	Remove and Relocate Existing Sign, Marker	EA	7	6	\$ 287.50	\$ 1,725.00	\$ 2,012.50	\$ 287.50	86%
9	Reinforced Concrete Retaining wall, all	LF	170	50	\$ 52.90	\$ 2,645.00	\$ 8,993.00	\$ 6,348.00	29%
17	12" Steel Culvert	LF	12	0	\$ 92.00	\$ -	\$ 1,104.00	\$ 1,104.00	0%
22	Remove and Reinstall Existing Water Meter	EA	2	0	\$ 1,035.00	\$ -	\$ 2,070.00	\$ 2,070.00	0%
24	Concrete Curb	LF	300	0	\$ 4.60	\$ -	\$ 1,380.00	\$ 1,380.00	0%
25	Extra Hand Excavation and Grading	CY	200	50	\$ 9.20	\$ 460.00	\$ 1,840.00	\$ 1,380.00	25%
26	Remove and Replace Pavement with or without	SY	200	0	\$ 116.00	\$ -	\$ 23,000.00	\$ 23,000.00	0%
27	Reinforced Concrete - Class A, including	CY	200	0	\$ 222.00	\$ -	\$ 44,400.00	\$ 44,400.00	0%
28	Unreinforced Concrete (Minimum 3000 psi),	CY	200	0	\$ 207.00	\$ -	\$ 41,400.00	\$ 41,400.00	0%
29	Milling Asphalt Pavement and Disposal	SY	500	0	\$ 6.90	\$ -	\$ 3,450.00	\$ 3,450.00	0%
TOTAL							\$	124,819.50	

ITEM	DESCRIPTION	DECREASE IN CONTRACT PRICE	INCREASE IN CONTRACT PRICE
8	Remove and Relocate Existing Sign, Marker	\$ (287.50)	
9	Reinforced Concrete Retaining wall, all	\$ (6,348.00)	
17	12" Steel Culvert	\$ (1,104.00)	
22	Remove and Reinstall Existing Water Meter	\$ (2,070.00)	
24	Concrete Curb	\$ (1,380.00)	
25	Extra Hand Excavation and Grading	\$ (1,380.00)	
26	Remove and Replace Pavement with or without	\$ (23,000.00)	
27	Reinforced Concrete - Class A, including	\$ (44,400.00)	
28	Unreinforced Concrete (Minimum 3000 psi),	\$ (41,400.00)	
29	Milling Asphalt Pavement and Disposal	\$ (3,450.00)	
		\$	(124,819.50)



City of Galveston

DEPARTMENT OF INFORMATION TECHNOLOGY

STAFF REPORT

January 25, 2019

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

From: Hope Dean, Chief Information Technology Officer

RE: Consider approving the renewal of the Oracle database software maintenance contract for \$22,943.25 utilizing DIR Contract TSO – 4158, Oracle America, Inc.

I. BACKGROUND

Oracle is the software engine that drives the city's Financial software, time keeping solution, Geographical Information System (GIS), and Development Services software solution. The agreement ensures the city's ability to obtain technical assistance. Additionally, the agreement provides the City access to upgrades releases. Without the agreement, the city would not have access to support and would be required to purchase software upgrades at a substantially higher cost.

II. CURRENT SITUATION

The database software for the Financial, Human Resources, Timekeeping, and Geographic Information software solutions is expiring and requires renewal. This agreement provides the City access to product patches, software upgrades and access to Oracle technical support. Without this agreement, performance and the health of these solution cannot be guaranteed. This is to request approval for the renewal of the support for a one (1) year term.

The Financial and Human Resources applications for the City provide automated financial and human resource operations. The City is required to pay an annual license fee which includes the software maintenance for support for a one (1) year period to ensure proper performance of this suite of applications. This agreement also allows the City to take advantage of new functionality and product upgrades as they become available.



III. ISSUES

1. Without a maintenance contract, software upgrades would have to be purchased; at a much higher price. To secure licensing repurchase our current licensing level would cost the City \$280,000.
2. Discontinuing the support and licensing agreement, resolution of product deficiencies would not be available.
3. Discontinuation of the support and licensing agreement increases the City risk to data loss stored in these systems.

IV. ALTERNATIVES

1. Discontinue the maintenance agreement.

V. RECOMMENDATION

Approve the renewal of the maintenance and support contract for a total cost of \$ 22,943.25.

VI. FISCAL IMPACT REPORT

Requested by:	Hope Dean Chief Information Technology Officer
Funding Source:	Information Technology Operating Budget
Costs of implementation:	\$ 22,943.25.



Chad McPhatter
Direct: 757.955.8069
Fax: 757.965.9486
Email: cmcphatter@mythics.com

Company Name: City of Galveston

Contact: Miralem Sijoka
Phone: 409.797.3527
Email: msijoka@galvestontx.gov

Quote Number: SR 10446432 FY19
Valid Through: March 1, 2019

Please reference quote
number on approved purchase
order.

Mythics, Inc
4525 Main Street Suite 1500
Virginia Beach, VA 23462

ORACLE SUPPORT RENEWAL

Line Item	CSI	Oracle Product Description	Term	License Type	Number of Licenses	License Level	Extended Price
1	14518349	Oracle Internet ApplicationServer Enterprise Edition	Mar 22, 2019 - Mar 21, 2020	Processor Perpetual	1	FULL USE	\$6,488.98
2	14518350	Oracle Database EnterpriseEdition	Mar 22, 2019 - Mar 21, 2020	Named User Plus Perpetual	25	FULL USE	\$4,326.01
3	20667875	Oracle Database EnterpriseEdition	Mar 22, 2019 - Mar 21, 2020	Named User Plus Perpetual	27	Limited Use Other	\$3,025.53
4	20667875	Oracle Database StandardEdition 2	Mar 22, 2019 - Mar 21, 2020	Processor Perpetual	5	FULL USE	\$6,832.19
5	20667875	Oracle Database StandardEdition 2	Mar 22, 2019 - Mar 21, 2020	Processor Perpetual	1	Limited Use Other	\$2,270.54
SUPPORT:							\$22,943.25
NEW LICENSE & SUPPORT:							UPON REQUEST
TRAINING:							UPON REQUEST
SERVICES:							UPON REQUEST

TOTAL \$22,943.25

Additional Information:

This quotation is an estimate and is an invitation for you to offer to purchase products and services from Mythics. Your order is subject to Mythics' acceptance and to software licensing terms and conditions per reference to an existing license/contract or a newly executed license accompanying your order.

Mythics DUNS#: 013358002
Mythics Fed Tax ID# 54-1987871
CAGE CODE: 1TA34
NAIC: 423430

Support services are provided under Oracle's then current technical support policies located at: <http://www.oracle.com/support/policies.html>.

You agree that Mythics has the right to cancel your support due to non-payment.
Media is available for download at no additional cost at <http://edelivery.oracle.com/>

By confirming, referencing or placing an order based on this quote, you are agreeing that the software products being purchased are for electronic delivery only and there is no transfer of tangible property.

In reliance on your order, Mythics will issue a non-cancellable order with its supplier for software or hardware products ordered. Therefore all orders are non-cancellable.

1. Agreement

This order incorporates by reference the terms of the Contracts for Products and Related Services between the State of Texas acting by and through the Department of Information Resources ("DIR") and Oracle America, Inc. ("Oracle"), effective July 27, 2018 (DIR Contract No. DIR-TSO-4158 Oracle Contract No. US-GMA-1889764) and all amendments and addenda thereto ("agreement"). The defined terms in the agreement shall have the same meaning in this order unless otherwise specified herein.

B. General Terms

1. Summary of Fees

You have ordered programs, hardware, and/or 12 months of technical support services. Listed above is a summary of net fees due under this order. These fees are in US Dollars and are exclusive of any applicable shipping charges or applicable taxes. All fees are due in accordance with Appendix A, Section 8.J of the agreement.

2. Territory

a. The program licenses included on this order are for use in the U.S.

3. Delivery

a. Your purchase order must include the following delivery information: Delivery Contact (Name, email address and telephone number) and Delivery Location (your name, full street address, city and zip code).
b. Oracle has made available to you the ordered programs for electronic download in accordance with the terms of section A of Appendix F of the agreement.

5. Segmentation [This language is consistent with the agreement, Appendix F, Section E (Segmentation) and is required by Oracle to be included on the ordering document for accounting purposes.]

The purchase of (a) hardware and/or related hardware support, (b) programs and/or related technical support, or (c) other services are all separate offers and separate from any other order for (i) hardware and/or related hardware support, (ii) programs and/or related technical support, or (iii) other services you may receive or have received from Oracle. You understand that you may purchase (x) hardware and/or related hardware support, (y) programs and/or related technical support, or (z) other services independently of any other product or service. Your obligation to pay for (i) hardware and/or related hardware support is not contingent on performance of any other service or delivery of programs, (ii) programs and/or related technical support is not contingent on delivery of hardware or performance of any other service, or (iii) other services is not contingent on delivery of hardware, delivery of programs or performance of any additional/other service.

Purchasing Instructions:

Please include the following statements in your order:

1. Mythics Quote #: SR 10446432 FY19.
2. This order is placed pursuant to the terms and conditions of the DIR Contract No. DIR-TSO-4158 Oracle Contract No. US-GMA-1889764.
3. Payment terms are: Quarterly in arrears.

Fax order to 757-965-9486 or email cmcphatter@mythics.com



City of Galveston

MUNICIPAL COURT STAFF REPORT

January 14, 2019

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

From: Gladys Lopez, Clerk of Municipal Court

RE: Consider for approval the payment of \$40,180.79 to Tyler Technologies for software maintenance of the court case management system used by Municipal Court. The funding source is the Court Technology Fund.

I. Background

The Municipal Court purchased and began using Incode, the software system provided by Tyler Technologies, in 2004. The Municipal Court uses Incode to file all criminal and civil cases, manage court dockets, schedule cases for hearings, subpoena officers and witnesses for trial, set driver safety course or deferred disposition options, post payments, set payment plans, run all required state reports, and so forth. Tyler Technologies is the sole source provider for maintenance to the software.

II. Current Situation

The Municipal Court's annual software maintenance is due for renewal. The contract provides the Municipal Court with required updates and technical support. Our technology team keeps the system up to date by applying updates as they are provided by Tyler Technologies.

III. Issues

The maintenance is necessary to ensure the continued operation and performance of essential departmental duties.

IV. Alternatives in order of priority

- A. Approve the payment for the total amount of \$40,180.79 to Tyler Technologies for software maintenance. Approval will provide the Municipal Court with maintenance to the system and support necessary to perform essential departmental duties.





City of Galveston

MUNICIPAL COURT STAFF REPORT

B. Disapprove the payment. The Municipal Court will not receive any required patches and updates to the software. Technology Services will not be able to guarantee the programs will remain functional.

V. **Recommendation**

Concur with Alternative A and approve payment for software maintenance to Tyler Technologies for \$40,180.79.

VI. **Fiscal Impact Report**

Requested by: Gladys Lopez
Clerk of Municipal Court

Funding Source: Court Technology Fund

Cost: \$40,180.79

Respectfully Submitted,

Gladys Lopez
Clerk of Municipal Court





Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-242662	12/01/2018	2 of 2

Empowering people who serve the public®

Questions:

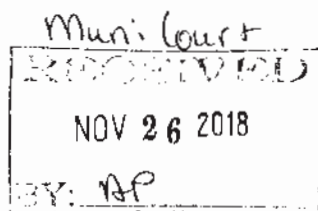
Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com

Bill To: City of Galveston
Accounts Payable
PO Box 779
Galveston, TX 77553

Ship To: City of Galveston
Accounts Payable
PO Box 779
Galveston, TX 77553

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
43065	101044		USD	NET30	12/31/2018

Date	Description	Units	Rate	Extended Price
------	-------------	-------	------	----------------



****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	40,180.79
Sales Tax	0.00
Invoice Total	40,180.79



Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-242662	12/01/2018	1 of 2

Empowering people who serve the public®

Questions:
Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com



Bill To: City of Galveston
Accounts Payable
PO Box 779
Galveston, TX 77553

Ship To: City of Galveston
Accounts Payable
PO Box 779
Galveston, TX 77553

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
43065	101044		USD	NET30	12/31/2018

Date	Description	Units	Rate	Extended Price
Contract No.: Galveston, TX, City of				
	Court Case Management	1	21,852.02	21,852.02
	Maintenance: Start: 01/Jan/2019, End: 31/Dec/2019			
	Central Cash Collection	1	2,911.85	2,911.85
	Maintenance: Start: 01/Jan/2019, End: 31/Dec/2019			
	Police (non-INCODE) Interface to Court (XML)	1	971.15	971.15
	Maintenance: Start: 01/Jan/2019, End: 31/Dec/2019			
	AcuCorp AcuServer	1	387.83	387.83
	Maintenance: Start: 01/Jan/2019, End: 31/Dec/2019			
	Court Data Dictionaries	1	581.75	581.75
	Maintenance: Start: 01/Jan/2019, End: 31/Dec/2019			
	Need the ability to look up in SDPSEL by LP#	1	2,094.31	2,094.31
	Maintenance: Start: 01/Jan/2019, End: 31/Dec/2019			
	Report showing total number of citations by LP#	1	839.25	839.25
	Maintenance: Start: 01/Jan/2019, End: 31/Dec/2019			
	Flag when 3 citations are given in a 12 month period	1	1,571.49	1,571.49
	Maintenance: Start: 01/Jan/2019, End: 31/Dec/2019			
	Collection Agency Export Interface (Linebarger)	1	1,016.48	1,016.48
	Maintenance Start: 01/Jan/2019, End: 31/Dec/2019			
	T2 Parking Citation Interface	1	1,477.47	1,477.47
	Maintenance Start: 01/Jan/2019, End: 31/Dec/2019			
	Annual fee to support and host Web Site	1	1,200.00	1,200.00
	Maintenance Start: 01/Jan/2019, End: 31/Dec/2019			
	INCODE Court Online Component - Annual Fee	1	1,800.00	1,800.00
	Maintenance Start: 01/Jan/2019, End: 31/Dec/2019			
	Brazos Citation Issuing Device Interface - Maintenance	1	0.00	0.00
	Maintenance Start: 01/Jan/2019, End: 31/Dec/2019			
	Incode Court OSSI Citation Import & OSSI Warrant Export	1	1,934.75	1,934.75
	Maintenance Start: 01/Jan/2019, End: 31/Dec/2019			
	Epson Thermal Receipt Printer - Maintenance	1	326.93	326.93
	Maintenance Start: 01/Jan/2019, End: 31/Dec/2019			
	Incode Court Case Management Suite - Parking Citation Device Interface	1	1,215.51	1,215.51
	Maintenance Start: 01/Jan/2019, End: 31/Dec/2019			



Galveston Fire Department

MEMORANDUM

To: Dan Buckley, Deputy City Manager
From: Fire Chief Mike Wisko
Date: 01-21-19
Re: New Station FF&E

I. BACKGROUND

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

II. CURRENT SITUATION

A new Fire Station #1 is under construction at 823 26th street. This facility is slated for completion in mid-May 2019. All GFD operations currently at 2517 Ball will re-locate to the new facility.

III. PROPOSAL

We propose purchasing office desks, tables and chairs for the new facility. We have identified **KI**, a company that participates in Tx-MAS, a purchasing Coop., to provide the needed office furniture at a total cost of **\$111,324.64**. KI will not provide installation.

We have identified **RT London**, a company that participates in Tx-MAS, also purchasing Coop., to provide us the needed bedding furniture at a cost of **\$23,796.20**. This does include installation.

For the Furniture installation, we gathered three competitive proposals;

1. **Office Furniture Innovations = \$14,500.00**
2. Mark's Office Supplies = \$15,000.00
3. Choice Furniture Source = \$15,500.00

The total expense for all three components = **\$149,620.84**

IV. IMPACT

Within the FD Budget, a Line item for FF&E exists. The funding stream is Governmental Expenditures – Capital Outlay #0100-170100-564005-419000. We will need to make three separate payments as follows;

KI - \$111,324.64.

RT London - \$23,796.20.

Office Furniture Innovations - \$14,500.00





Galveston Fire Department

MEMORANDUM

V. ALTERNATIVES

An alternative would be to move the existing old furniture to the new station. Most of this furniture was acquired from other areas of the City or purchased more than ten years ago when Fire Administration and Fire Prevention moved to their current location.

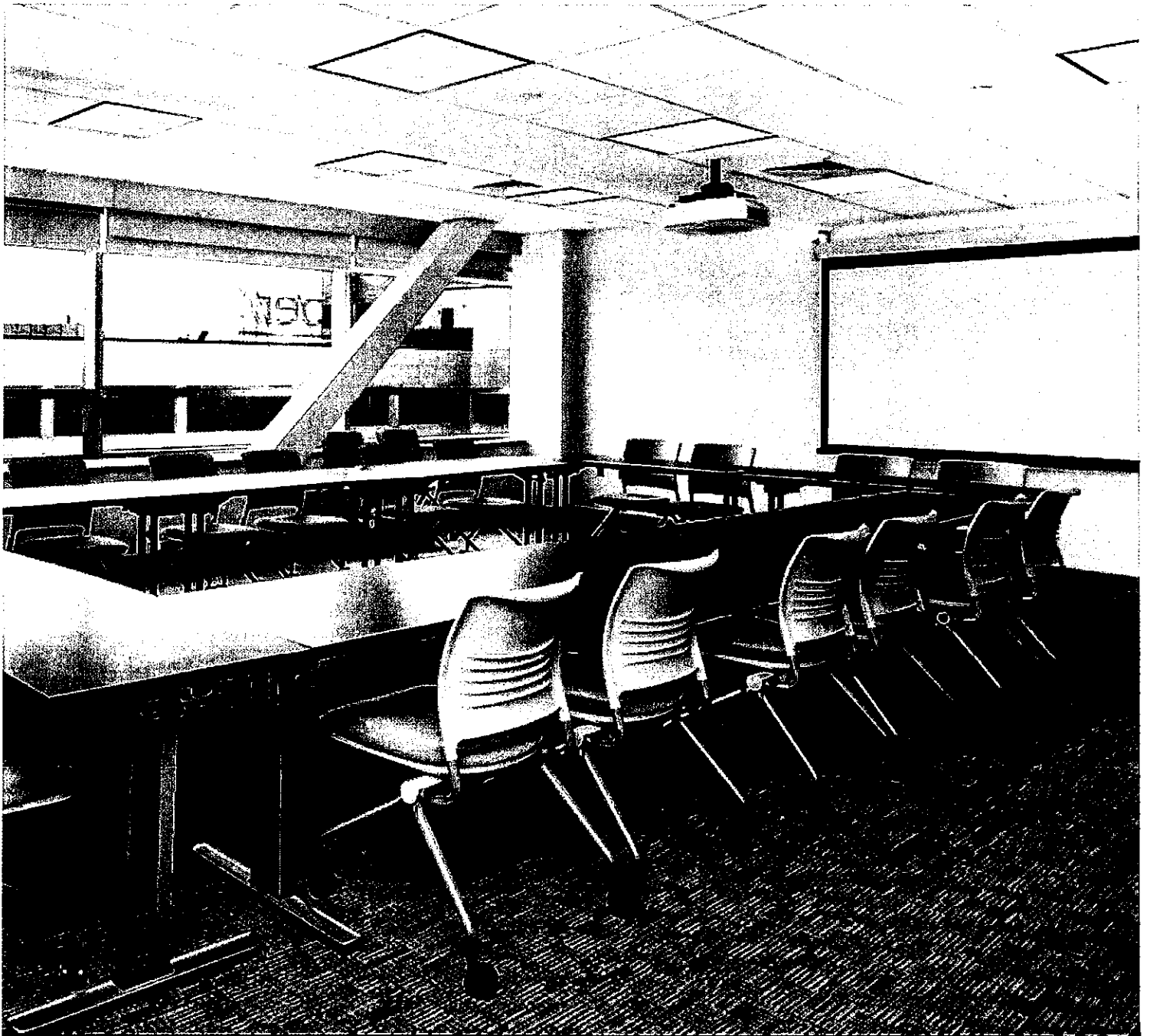
VI. RECOMMENDATION

Accept the proposal as described and approve the purchases. In order to have the office furniture for mid-May, the purchase would need to be initiated by February 1, 2019.

Approved / Disapproved

Dan Buckley, Deputy City Manager





QUOTATION: 18BMW-350407_03/C

City of Galveston-New Fire Station #1 (Replacement)

CREATED 9/6/2018 | REVISED 1/10/2019 | Valid Through 12/5/2018



City of Galveston-New Fire Station #1 (Replacement)

KI is pleased to present the enclosed quotation. The following items are included:

- Quote
- Summary
- Itemized Quote
- Detailed PO requirements
- Product Options

Quote Number: 18BMW-350407_03/C

CREATED 9/6/2018 / REVISED 1/10/2019 | Valid Through 12/5/2018

PRODUCT TOTALS	\$111,324.64
See Quote Detail Summary	\$0.00
GRAND TOTAL	\$111,324.64

Contract Information:

OT1076 TXMAS: Direct Sale: w/dealer accrual

Requested Delivery Date: To be Determined

Sales Team:

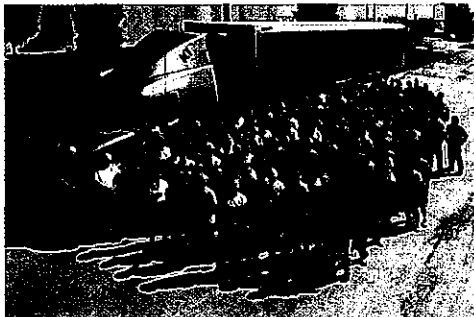
Sold To
To be Determined

End User
City of Galveston
823 Rosenberg Suite 302
Galveston, TX 77550
P. (409) 797-3574

Ship To
To be Determined

Installation
To be Determined

Blair Wautlet
Inside Sales Specialist
blair.wautlet@ki.com
920.468.2567



Client Notes:

All fabrics, finishes, laminates and trims need to be specified to place order. Changes in fabrics, finishes and quantities may affect pricing. Customer is liable to inspect all product and note damage on the bill of lading. Concealed damage must be reported to carrier within 5 Business days. Product must be kept at the point of delivery in its packaging. KI ships via freight terms FOB Origin. IT IS THE SOLE RESPONSIBILITY OF THE SERVICING DEALER TO VERIFY ACCURACY OF FINAL SPECIFICATIONS, QUANTITIES AND FINISHES. KI is adjusting list prices by 4% for all orders received on or after January 2, 2019 due to significant increases in commodity costs. Some product exclusions apply.



QUOTATION

CREATED 9/6/2018
 VALID THROUGH 12/5/2018
 Prepared By Blair Wautlet
 Quote Filename City of Galveston-New Fire Station #1 (Replacement) - 18BMW-350407_03/C

Line	Model	Qty.	Sell Price	Extended Total	TBD Options
Tag 1: 204 - Watch Office					
1.1	KI88/KR300	3	\$799.68	\$2,399.04	
	 Pilot Chair,Adjustable T-Arm,Upholstered Pilot Base Option Upholstery Grade/Color Pilot Upholstery P0 Fabric ARJUNA Price Description: Delivered/Open Market	Hard floor casters Compliance to TB 117-2013 Pallas Fabric Group P0 ARJUNA BLACK DIAMOND	/S NFR GRPP0 ARJUNA /27.274.101.P		
Tag 1: 204 - Watch Office				WorkGroup Product Subtotal	\$2,399.04
Tag 1: 313					
2.1	ALTCLA	2	\$305.76	\$611.52	
	 Altus Conference Chair,Loop Arms,Upholstered Base Cylinder Type Casters Altus Fabric Fabric P0 Fabric GATHER Altus Mesh Price Description: Delivered/Open Market	Black plastic base Standard cylinder Carpet casters Compliance to TB 117-2013 Pallas Fabric Group P0 GATHER COBALT Black (standard)	/P /STD /C /NFR GRPP0 GATHER /27.235.114.P /MBL		
2.2	KI78/JR69	1	\$504.48	\$504.48	
	 Impress Ultra Task,Ped Base,Mesh High Bk,4D Arms,Uph St Seat Option Back Panel Upholstery Grade/Color Impress Upholstery P0 Fabric GATHER Base Option Headrest Option Height Option Memory Foam Price Description: Delivered/Open Market	Sliding seat Black Compliance to TB 117-2013 Pallas Fabric Group P0 GATHER COBALT Carpet casters No headrest (standard) Standard height (17 3/4"-22 1/4") No memory foam	/SLD -BL /NFR GRPP0 GATHER /27.235.114.P /C /NH -NS /NF		
2.3	KDCM7230.H	1	\$448.32	\$448.32	
	 Aristotle D-Top with End Panel,Centered MP,72x30" Laminate (Horizontal) Laminate Base (Vertical) Leg Color Modesty Panel Option Price Description: Delivered/Open Market	Tuxedo Tuxedo Silver leg 14" partial back panel (Standard)	/LTX /LBTX /SL /PMP		
2.4	KM2BF.H	1	\$473.28	\$473.28	
	 Aristotle Mobile Pedestal,Box/Box/File,15.5x19x27.75" Laminate (Horizontal) Laminate Base (Vertical) File Pull Key Option Price Description: Delivered/Open Market	Tuxedo Tuxedo Silver bar pull (3) Key alike - 1 lock (Note room numbers on /KA order)	/LTX /LBTX /BPA3 /NL		
2.5	KOD7843.H	1	\$733.44	\$733.44	
	 Aristotle Closed Overhead,78x16Dx43"H Laminate (Horizontal) Laminate Base (Vertical) Cutaway Gable Option Lock Option Price Description: Delivered/Open Market	Tuxedo Tuxedo No Cutaway gable (standard) No lock (standard)	/LTX /LBTX /CGN /NL		



QUOTATION

CREATED 9/6/2018
 VALID THROUGH 12/5/2018
 Prepared By Blair Wautlet
 Quote Filename City of Galveston-New Fire Station #1 (Replacement) - 18BMW-350407_03/C

Line	Model		Qty.		Sell Price	Extended Total	TBD Options
2.6	KRR4824C.H	Aristotle Pedestal Return-Right,File/File Pedestal,48x24"	1		\$575.04	\$575.04	
		Laminate (Horizontal) Tuxedo /LTX Laminate Base (Vertical) Tuxedo /LBTX File Pull Silver bar pull (2) /BPA2 Back Panel Option Full Back /FB Key Option Key alike - 1 lock (Note room numbers on /KA order)					
		Price Description: Delivered/Open Market					
2.7	KTK7824	Aristotle Tackboard For 43" Overhead,75x3/4Dx24"H	1		\$170.40	\$170.40	
		Fabric Selection Fabric Grade 1 GRD1 VSG1 Fabric 1 PRISM 1PUPHRISM 1 PRISM CLOUD /P1CL					
		Price Description: Delivered/Open Market					
Tag 1: 313						WorkGroup Product Subtotal	\$3,516.48
Tag 1: 315							
3.1	ALTCLA	Altus Conference Chair,Loop Arms,Upholstered	2		\$305.76	\$611.52	
		Base Black plastic base /P Cylinder Type Standard cylinder /STD Casters Carpet casters /C Altus Fabric Compliance to TB 117-2013 /NFR Fabric Pallas Fabric Group P0 GRPP0 P0 Fabric GATHER GATHER COBALT /27.235.114.P Altus Mesh Black (standard) /MBL					
		Price Description: Delivered/Open Market					
3.2	KDCM7230.H	Aristotle D-Top with End Panel,Centered MP,72x30"	1		\$448.32	\$448.32	
		Laminate (Horizontal) Tuxedo /LTX Laminate Base (Vertical) Tuxedo /LBTX Leg Color Silver leg /SL Modesty Panel Option 14" partial back panel (Standard) /PMP					
		Price Description: Delivered/Open Market					
3.3	KI78/JR69	Impress Ultra Task,Ped Base,Mesh High Bk,4D Arms,Uph St	1		\$504.48	\$504.48	
	No Image Available	Seat Option Sliding seat /SLD Back Panel Black -BL Upholstery Grade/Color Compliance to TB 117-2013 /NFR Impress Upholstery Pallas Fabric Group P0 GRPP0 P0 Fabric GATHER GATHER COBALT /27.235.114.P Base Option Carpet casters /C Headrest Option No headrest (standard) /NH Height Option Standard height (17 3/4"-22 1/4") -NS Memory Foam No memory foam /NF					
		Price Description: Delivered/Open Market					
3.4	KM2BF.H	Aristotle Mobile Pedestal,Box/Box/File,15.5x19x27.75"	1		\$473.28	\$473.28	
		Laminate (Horizontal) Tuxedo /LTX Laminate Base (Vertical) Tuxedo /LBTX File Pull Silver bar pull (3) /BPA3 Key Option Key alike - 1 lock (Note room numbers on /KA order)					
		Price Description: Delivered/Open Market					



QUOTATION

CREATED 9/6/2018
 VALID THROUGH 12/5/2018
 Prepared By Blair Wautlet
 Quote Filename City of Galveston-New Fire Station #1 (Replacement) - 18BMW-350407_03/C

Line	Model		Qty.		Sell Price	Extended Total	TBD Options
3.5	KOD7843.H	Aristotle Closed Overhead,78x16Dx43"H	1		\$733.44	\$733.44	
		Laminate (Horizontal) Tuxedo /LTX Laminate Base (Vertical) Tuxedo /LBTX Cutaway Gable Option No Cutaway gable (standard) /CGN Lock Option No lock (standard) /NL Price Description: Delivered/Open Market					
3.6	KRL4824C.H	Aristotle Pedestal Return-Left,File/File Pedestal,48x24"	1		\$575.04	\$575.04	
		Laminate (Horizontal) Tuxedo /LTX Laminate Base (Vertical) Tuxedo /LBTX File Pull Silver bar pull (2) /BPA2 Back Panel Option Full Back /FB Key Option Key alike - 1 lock (Note room numbers on /KA order) Price Description: Delivered/Open Market					
3.7	KTK7824	Aristotle Tackboard For 43" Overhead,75x3/4Dx24"H	1		\$170.40	\$170.40	
		Fabric Selection Fabric Grade 1 GRD1 VSG1 Fabric 1 PRISM 1PUPHRISM 1 PRISM CLOUD /P1CL Price Description: Delivered/Open Market					
Tag 1: 315 WorkGroup Product Subtotal						\$3,516.48	
Tag 1: 325 Tag 2: FF Dining Room							
4.4	GLNAPC	Grazie Four-Leg Armless Chair,Poly,Casters	12		\$364.00	\$4,368.00	
		Frame Color Starlight Silver Metallic /SX Caster Option Hard floor casters (black only) /S Poly Seat & Back Color Compliance to TB 117-2013 /NFR Poly Seat & Back Color Cayenne /PCY Price Description: Delivered/Open Market					
4.5	GLSNAP	Grazie Four-Leg Armless Cafe Stool,Poly	4		\$215.52	\$862.08	
		Frame Color Starlight Silver Metallic /SX Poly Seat & Back Color Compliance to TB 117-2013 /NFR Poly Seat & Back Color Cayenne /PCY Glide Option Plastic glides /P Seat Height 30" Seat Height /30 Price Description: Delivered/Open Market					
Tag 1: 325 WorkGroup Product Subtotal						\$5,230.08	
Tag 1: 337							
6.1	KI78JR69	Impress Ultra Task,Ped Base,Mesh High Bk,4D Arms,Uph St	1		\$504.48	\$504.48	
		Seat Option Sliding seat /SLD Back Panel Black -BL Upholstery Grade/Color Compliance to TB 117-2013 /NFR Impress Upholstery Pallas Fabric Group P0 GRPP0 P0 Fabric ARJUNA ARJUNA ARJUNA BLACK DIAMOND /27.274.101.P Base Option Hard floor casters /S Headrest Option No headrest (standard) /NH Height Option Standard height (17 3/4"-22 1/4") -NS Memory Foam No memory foam /NF					



QUOTATION

CREATED 9/6/2018
 VALID THROUGH 12/5/2018
 Prepared By Blair Wautlet
 Quote Filename City of Galveston-New Fire Station #1 (Replacement) - 18BMW-350407_03/C

Line	Model	Price Description: Delivered/Open Market	Qty.	Sell Price	Extended Total	TBD Options
Tag 1: 337					WorkGroup Product Subtotal	\$504.48
Tag 1: 341 Tag 2: Captain's Office						
7.1	1301/NC	Bantam Arm Chair, Non-Contrast	2	\$529.44	\$1,058.88	
		Non-Contrast Fabric Bantam Fabric NFR Fabric ARJUNA Wood Finish Color Wood Finish Color Price Description: Delivered/Open Market	Compliance to TB 117-2013 Fabric Grade E ARJUNA BLACK DIAMOND Wood finish-Core Florence Walnut on Beech	/NFR E ARJUNA /27.274.101.P Core /BFC		
7.2	K188/KR300	Pilot Chair, Adjustable T-Arm, Upholstered	1	\$799.68	\$799.68	
		Pilot Base Option Upholstery Grade/Color Pilot Upholstery P0 Fabric ARJUNA Price Description: Delivered/Open Market	Hard floor casters Compliance to TB 117-2013 Pallas Fabric Group P0 ARJUNA BLACK DIAMOND	/S NFR GRPP0 ARJUNA /27.274.101.P		
7.3	KM2BF.H	Aristotle Mobile Pedestal, Box/Box/File, 15.5x19x27.75"	3	\$473.28	\$1,419.84	
		Laminate (Horizontal) Laminate Base (Vertical) File Pull Key Option Price Description: Delivered/Open Market	Tuxedo Tuxedo Silver bar pull (3) Key standard - 1 lock	/LTX /LBTX /BPA3 /KS		
Tag 1: 341					WorkGroup Product Subtotal	\$3,278.40
Tag 1: 343 Tag 2: Captain's Office						
8.1	1301/NC	Bantam Arm Chair, Non-Contrast	2	\$529.44	\$1,058.88	
		Non-Contrast Fabric Bantam Fabric NFR Fabric ARJUNA Wood Finish Color Wood Finish Color Price Description: Delivered/Open Market	Compliance to TB 117-2013 Fabric Grade E ARJUNA BLACK DIAMOND Wood finish-Core Florence Walnut on Beech	/NFR E ARJUNA /27.274.101.P Core /BFC		
8.2	K188/KR300	Pilot Chair, Adjustable T-Arm, Upholstered	1	\$799.68	\$799.68	
		Pilot Base Option Upholstery Grade/Color Pilot Upholstery P0 Fabric ARJUNA Price Description: Delivered/Open Market	Hard floor casters Compliance to TB 117-2013 Pallas Fabric Group P0 ARJUNA BLACK DIAMOND	/S NFR GRPP0 ARJUNA /27.274.101.P		



QUOTATION

CREATED 9/6/2018
 VALID THROUGH 12/5/2018
 Prepared By Blair Wautlet
 Quote Filename City of Galveston-New Fire Station #1 (Replacement) - 18BMW-350407_03/C

Line	Model		Qty.		Sell Price	Extended Total	TBD Options
8.3	KM2BF.H	Aristotle Mobile Pedestal,Box/Box/File,15.5x19x27.75"	3		\$473.28	\$1,419.84	
		Laminate (Horizontal) Tuxedo /LTX Laminate Base (Vertical) Tuxedo /LBTX File Pull Silver bar pull (3) /BPA3 Key Option Key standard - 1 lock /KS Price Description: Delivered/Open Market					
Tag 1: 343						WorkGroup Product Subtotal	\$3,278.40
Tag 1: 346 Tag 2: FMO Office							
9.1	KI78JR69	Impress Ultra Task,Ped Base,Mesh High Bk,4D Arms,Uph St	2		\$504.48	\$1,008.96	
	No Image Available	Seat Option Sliding seat /SLD Back Panel Black -BL Upholstery Grade/Color Compliance to TB 117-2013 /NFR Impress Upholstery Pallas Fabric Group P0 GRPP0 P0 Fabric GATHER GATHER GATHER COBALT /27.235.114.P Base Option Hard floor casters /S Headrest Option No headrest (standard) /NH Height Option Standard height (17 3/4"-22 1/4") -NS Memory Foam No memory foam /NF Price Description: Delivered/Open Market					
9.2	KM2BF.H	Aristotle Mobile Pedestal,Box/Box/File,15.5x19x27.75"	2		\$473.28	\$946.56	
		Laminate (Horizontal) Tuxedo /LTX Laminate Base (Vertical) Tuxedo /LBTX File Pull Silver bar pull (3) /BPA3 Key Option Key standard - 1 lock /KS Price Description: Delivered/Open Market					
Tag 1: 346						WorkGroup Product Subtotal	\$1,955.52
Tag 1: 347							
10.1	KI78JR69	Impress Ultra Task,Ped Base,Mesh High Bk,4D Arms,Uph St	2		\$504.48	\$1,008.96	
	No Image Available	Seat Option Sliding seat /SLD Back Panel Black -BL Upholstery Grade/Color Compliance to TB 117-2013 /NFR Impress Upholstery Pallas Fabric Group P0 GRPP0 P0 Fabric GATHER GATHER GATHER COBALT /27.235.114.P Base Option Hard floor casters /S Headrest Option No headrest (standard) /NH Height Option Standard height (17 3/4"-22 1/4") -NS Memory Foam No memory foam /NF Price Description: Delivered/Open Market					
10.2	KM2BF.H	Aristotle Mobile Pedestal,Box/Box/File,15.5x19x27.75"	2		\$473.28	\$946.56	
		Laminate (Horizontal) Tuxedo /LTX Laminate Base (Vertical) Tuxedo /LBTX File Pull Silver bar pull (3) /BPA3 Key Option Key standard - 1 lock /KS Price Description: Delivered/Open Market					
Tag 1: 347						WorkGroup Product Subtotal	\$1,955.52



QUOTATION

CREATED 9/6/2018
 VALID THROUGH 12/5/2018
 Prepared By Blair Wautlet
 Quote Filename City of Galveston-New Fire Station #1 (Replacement) - 18BMW-350407_03/C

Line	Model	Qty.	Sell Price	Extended Total	TBD Options
Tag 1: ADMIN 310					
11.1	4C84SC	1	\$475.20	\$475.20	
	 FourC Task Armchair, 4D Arms Lumbar Support FourC Seat Upholstery FourC Seat Upholstery P0 Fabric GATHER Base Casters Poly Color Poly Color FourC Back Mesh Price Description: Delivered/Open Market	Lumbar support Compliance to TB 117-2013 Pallas Fabric Group P0 GATHER COBALT Plastic Base Carpet casters No Fire Retardant Black Carbon	/WLS /NFR GRPP0 GATHER /27.235.114.P /P /CCC -NFR /PBL /DYCN		
11.2	ALTCLA	2	\$305.76	\$611.52	
	 Altus Conference Chair, Loop Arms, Upholstered Base Cylinder Type Casters Altus Fabric Fabric P0 Fabric GATHER Altus Mesh Price Description: Delivered/Open Market	Black plastic base Standard cylinder Carpet casters Compliance to TB 117-2013 Pallas Fabric Group P0 GATHER COBALT Black (standard)	/P /STD /C /NFR GRPP0 GATHER /27.235.114.P /MBL		
11.3	KDCM7230.H	1	\$448.32	\$448.32	
	 Aristotle D-Top with End Panel, Centered MP, 72x30" Laminate (Horizontal) Laminate Base (Vertical) Leg Color Modesty Panel Option Price Description: Delivered/Open Market	Tuxedo Tuxedo Silver leg 14" partial back panel (Standard)	/LTX /LBTX /SL /PMP		
11.4	KM2BF.H	1	\$473.28	\$473.28	
	 Aristotle Mobile Pedestal, Box/Box/File, 15.5x19x27.75" Laminate (Horizontal) Laminate Base (Vertical) File Pull Key Option Price Description: Delivered/Open Market	Tuxedo Tuxedo Silver bar pull (3) Key alike - 1 lock (Note room numbers on /KA order)	/LTX /LBTX /BPA3 /KA		
11.5	KOD7843.H	1	\$733.44	\$733.44	
	 Aristotle Closed Overhead, 78x16Dx43"H Laminate (Horizontal) Laminate Base (Vertical) Cutaway Gable Option Lock Option Price Description: Delivered/Open Market	Tuxedo Tuxedo No Cutaway gable (standard) No lock (standard)	/LTX /LBTX /CGN /NL		
11.6	KRL4824C.H	1	\$575.04	\$575.04	
	 Aristotle Pedestal Return-Left, File/File Pedestal, 48x24" Laminate (Horizontal) Laminate Base (Vertical) File Pull Back Panel Option Key Option Price Description: Delivered/Open Market	Tuxedo Tuxedo Silver bar pull (2) Full Back Key alike - 1 lock (Note room numbers on /KA order)	/LTX /LBTX /BPA2 /FB		



QUOTATION

CREATED 9/6/2018
 VALID THROUGH 12/5/2018
 Prepared By Blair Wautlet
 Quote Filename City of Galveston-New Fire Station #1 (Replacement) - 18BMW-350407_03/C

Line	Model		Qty.		Sell Price	Extended Total	TBD Options
11.7	KTK7824	Aristotle Tackboard For 43" Overhead,75x3/4Dx24"H	1		\$170.40	\$170.40	
		Fabric Selection VSG1 Fabric 1 PRISM	Fabric Grade 1 1 PRISM CLOUD	GRD1 1PUPHRISM /P1CL			
		Price Description: Delivered/Open Market					
11.8	TLT5.48	Universal Shelf/Cabinet Task Light,48"W,For 54"and Larger Overheads	1		\$45.12	\$45.12	
							
		Price Description: Delivered/Open Market					
Tag 1: ADMIN 310						WorkGroup Product Subtotal	\$3,532.32
Tag 1: ASSIST. CHIEF 348							
12.1	ARISLEGSET	Aristotle Metal Leg,Black or Silver,28"H	2		\$99.36	\$198.72	
		Leg Finish Starlight Silver Metallic		.SX			
		Price Description: Delivered/Open Market					
12.2	KBR4224.H	Aristotle Bridge Return,42x24"	1		\$234.72	\$234.72	
		Laminate (Horizontal) Laminate Base (Vertical) Back Panel Option	Tuxedo Tuxedo 1/2 height back panel	/LTX /LBTX /ZQ			
		Price Description: Delivered/Open Market					
12.3	KCPR7224C.H	Aristotle Single Ped Credenza,Right,FF Ped,72x24"	1		\$696.96	\$696.96	
		Laminate (Horizontal) Laminate Base (Vertical) File Pull End Panel Option Key Option	Tuxedo Tuxedo Silver bar pull (2) Full end panel both sides Key alike - 1 lock (Note room numbers on /KA order)	/LTX /LBTX /BPA2 /FULL			
		Price Description: Delivered/Open Market					
12.4	KDCM7230.H	Aristotle D-Top with End Panel,Centered MP,72x30"	1		\$448.32	\$448.32	
		Laminate (Horizontal) Laminate Base (Vertical) Leg Color Modesty Panel Option	Tuxedo Tuxedo Silver leg 14" partial back panel (Standard)	/LTX /LBTX /SL /PMP			
		Price Description: Delivered/Open Market					
12.5	KI78/JR69	Impress Ultra Task,Ped Base,Mesh High Bk,4D Arms,Uph St	5		\$504.48	\$2,522.40	
	No Image Available	Seat Option Back Panel Upholstery Grade/Color Impress Upholstery P0 Fabric GATHER Base Option Headrest Option Height Option Memory Foam	Sliding seat Black Compliance to TB 117-2013 Pallas Fabric Group P0 GATHER COBALT Carpet casters No headrest (standard) Standard height (17 3/4"-22 1/4") No memory foam	/SLD -BL /NFR GRPP0 GATHER /Z7.235.114.P /C /NH -NS /NF			
		Price Description: Delivered/Open Market					



QUOTATION

CREATED 9/6/2018
 VALID THROUGH 12/5/2018
 Prepared By Blair Wautlet
 Quote Filename City of Galveston-New Fire Station #1 (Replacement) - 18BMW-350407_03/C

Line	Model		Qty.		Sell Price	Extended Total	TBD Options
12.6	KM2BF.H	Aristotle Mobile Pedestal,Box/Box/File,15.5x19x27.75"	1		\$473.28	\$473.28	
		Laminate (Horizontal) Tuxedo /LTX Laminate Base (Vertical) Tuxedo /LBTX File Pull Silver bar pull (3) /BPA3 Key Option Key alike - 1 lock (Note room numbers on /KA order)					
		Price Description: Delivered/Open Market					
12.7	KOD6643.H	Aristotle Closed Overhead,66x16Dx43"H	1		\$677.28	\$677.28	
		Laminate (Horizontal) Tuxedo /LTX Laminate Base (Vertical) Tuxedo /LBTX Cutaway Gable Option No Cutaway gable (standard) /CGN Lock Option No lock (standard) /NL					
		Price Description: Delivered/Open Market					
12.8	KRD484LTO	Aristotle Meeting Table Round Worksurface,48"Dia	1		\$373.92	\$373.92	
		Laminate (Horizontal) Tuxedo /LTX					
		Price Description: Delivered/Open Market					
12.9	KTK6624	Aristotle Tackboard For 43" Overhead,62x3/4Dx24"H	1		\$159.36	\$159.36	
		Fabric Selection Fabric Grade 1 GRD1 VSG1 Fabric 1 PRISM 1PUPHRISM 1 PRISM CLOUD /P1CL					
		Price Description: Delivered/Open Market					
Tag 1: ASSIST. CHIEF 348						WorkGroup Product Subtotal	\$5,784.96
Tag 1: BATTALLION 339							
Tag 2: Battalion Chief							
13.1	1301/NC	Bantam Arm Chair,Non-Contrast	3		\$529.44	\$1,588.32	
		Non-Contrast Fabric Compliance to TB 117-2013 /NFR Bantam Fabric NFR Fabric Grade E E Fabric ARJUNA ARJUNA ARJUNA BLACK DIAMOND /27.274.101.P Wood Finish Color Wood finish-Core Core Wood Finish Color Florence Walnut on Beech /BFC					
		Price Description: Delivered/Open Market					
13.2	KI88/KR300	Pilot Chair,Adjustable T-Arm,Upholstered	1		\$799.68	\$799.68	
		Pilot Base Option Hard floor casters /S Upholstery Grade/Color Compliance to TB 117-2013 NFR Pilot Upholstery Pallas Fabric Group P0 GRPP0 P0 Fabric ARJUNA ARJUNA ARJUNA BLACK DIAMOND /27.274.101.P					
		Price Description: Delivered/Open Market					
13.3	KDCM7230.H	Aristotle D-Top with End Panel,Centered MP,72x30"	1		\$448.32	\$448.32	
		Laminate (Horizontal) Tuxedo /LTX Laminate Base (Vertical) Tuxedo /LBTX Leg Color Silver leg /SL Modesty Panel Option 14" partial back panel (Standard) /PMP					
		Price Description: Delivered/Open Market					



QUOTATION

CREATED 9/6/2018
 VALID THROUGH 12/5/2018
 Prepared By Blair Wautlet
 Quote Filename City of Galveston-New Fire Station #1 (Replacement) - 18BMW-350407_03/C

Line	Model		Qty.		Sell Price	Extended Total	TBD Options
13.4	KM2BF.H	Aristotle Mobile Pedestal,Box/Box/File,15.5x19x27.75"	3		\$473.28	\$1,419.84	
		Laminate (Horizontal) Tuxedo /LTX Laminate Base (Vertical) Tuxedo /LBTX File Pull Silver bar pull (3) /BPA3 Key Option Key standard - 1 lock /KS Price Description: Delivered/Open Market					
13.5	KOD7843.H	Aristotle Closed Overhead,78x16Dx43"H	1		\$733.44	\$733.44	
		Laminate (Horizontal) Tuxedo /LTX Laminate Base (Vertical) Tuxedo /LBTX Cutaway Gable Option No Cutaway gable (standard) /CGN Lock Option No lock (standard) /NL Price Description: Delivered/Open Market					
13.6	KRR4824C.H	Aristotle Pedestal Return-Right,File/File Pedestal,48x24"	1		\$575.04	\$575.04	
		Laminate (Horizontal) Tuxedo /LTX Laminate Base (Vertical) Tuxedo /LBTX File Pull Silver bar pull (2) /BPA2 Back Panel Option Full Back /FB Key Option Key standard - 1 lock /KS Price Description: Delivered/Open Market					
13.7	KTK7824	Aristotle Tackboard For 43" Overhead,75x3/4Dx24"H	1		\$170.40	\$170.40	
		Fabric Selection Fabric Grade 1 GRD1 VSG1 Fabric 1 PRISM 1PUPHRISM 1 PRISM CLOUD /P1CL Price Description: Delivered/Open Market					
13.8	TLT5.48	Universal Shelf/Cabinet Task Light,48"W,For 54"and Larger Overheads	1		\$45.12	\$45.12	
		Price Description: Delivered/Open Market					
Tag 1: BATALION 339						WorkGroup Product Subtotal	\$5,780.16
Tag 1: CONF 305 Tag 2: Adm Conf							
14.1	KI78/JR69	Impress Ultra Task,Ped Base,Mesh High Bk,4D Arms,Uph St	10		\$504.48	\$5,044.80	
		Seat Option Sliding seat /SLD Back Panel Black -BL Upholstery Grade/Color Compliance to TB 117-2013 /NFR Impress Upholstery Pallas Fabric Group P0 GRPP0 P0 Fabric GATHER GATHER GATHER TENMOKU /27.235.068.P Base Option Hard floor casters /S Headrest Option No headrest (standard) /NH Height Option Standard height (17 3/4"-22 1/4") -NS Memory Foam No memory foam /NF Price Description: Delivered/Open Market					
Tag 1: CONF 305						WorkGroup Product Subtotal	\$5,044.80



QUOTATION

CREATED 9/6/2018
 VALID THROUGH 12/5/2018
 Prepared By Blair Wautlet
 Quote Filename City of Galveston-New Fire Station #1 (Replacement) - 18BMW-350407_03/C

Line	Model	Qty.	Sell Price	Extended Total	TBD Options
Tag 1: FIRE CHIEF 308					
15.1	KCSS7224.H	1	\$822.72	\$822.72	
	Aristotle Double Storage Door Credenza, 72x24"  Laminate (Horizontal) Tuxedo /LTX Laminate Base (Vertical) Tuxedo /LBTX File Pull Silver bar pull (4) /BPA4 Key Option Key alike - 2 locks (Note room numbers on order) /KA Price Description: Delivered/Open Market				
15.2	KI78/JR69	6	\$504.48	\$3,026.88	
	Impress Ultra Task, Ped Base, Mesh High Bk, 4D Arms, Uph St  Seat Option Sliding seat /SLD Back Panel Black -BL Upholstery Grade/Color Compliance to TB 117-2013 /NFR Impress Upholstery Pallas Fabric Group P0 GRPP0 P0 Fabric GATHER GATHER GATHER COBALT /27.235.114.P Base Option Carpet casters /C Headrest Option No headrest (standard) /NH Height Option Standard height (17 3/4"-22 1/4") -NS Memory Foam No memory foam /NF Price Description: Delivered/Open Market				
15.4	KM2BF.H	1	\$473.28	\$473.28	
	Aristotle Mobile Pedestal, Box/Box/File, 15.5x19x27.75"  Laminate (Horizontal) Tuxedo /LTX Laminate Base (Vertical) Tuxedo /LBTX File Pull Silver bar pull (3) /BPA3 Key Option Key alike - 1 lock (Note room numbers on order) /KA Price Description: Delivered/Open Market				
15.5	KRC7236182B.E	1	\$535.68	\$535.68	
	Aristotle Executive Rect Conf Table, 72x36x29-1/2"H  Edge Style Option Flat edge /F Laminate (Horizontal) Tuxedo /LTX Power Station No Power Station /PS0 Laminate Base (Vertical) Tuxedo /LBTX Price Description: Delivered/Open Market				
15.6	KOS7243.H	1	\$521.28	\$521.28	
	Aristotle Open Overhead, 72x16Dx43"H  Laminate (Horizontal) Tuxedo /LTX Laminate Base (Vertical) Tuxedo /LBTX Cutaway Gable Option No Cutaway gable (standard) /CGN Price Description: Delivered/Open Market				
Tag 1: FIRE CHIEF 308				WorkGroup Product Subtotal	\$5,379.84

Tag 1: RECEPTION LVL 3

17.2	96NAL S18221345	2	\$497.00	\$994.00	
	*Custom-Versa Standard Four-Leg Armless Chair, Uph, Nonganging Frame Color NA Finish - Paint finish SX Starlight Silver *Custom Glide Option Plastic glides /P Versa Stdnd Upholstery Compliance to TB 117-2013 /NFR Versa Standard Uph - NFR Pallas Fabric Group P0 GRPP0 P0 Fabric TERRA TERRA TERRA ANDESINE /27.223.078.P Back Style Square (new style) /NSB Price Description: Delivered/Open Market				



QUOTATION

CREATED 9/6/2018
 VALID THROUGH 12/5/2018
 Prepared By Blair Wautlet
 Quote Filename City of Galveston-New Fire Station #1 (Replacement) - 18BMW-350407_03/C

Line	Model		Qty.		Sell Price	Extended Total	TBD Options
17.3	4C84SC	FourC Task Armchair, 4D Arms	2		\$475.20	\$950.40	
		Lumbar Support FourC Seat Upholstery FourC Seat Upholstery P0 Fabric GATHER Base Casters Poly Color Poly Color FourC Back Mesh Price Description: Delivered/Open Market	Lumbar support Compliance to TB 117-2013 Pallas Fabric Group P0 GATHER TENMOKU Plastic Base Hard floor casters (black only) No Fire Retardant Black Carbon	/WLS /NFR GRPP0 GATHER /27.235.068.P /P /CHC -NFR /PBL /DYCN			
17.4	5516	Flex Round Club Table, Laminate Top, 24"Dia, 22"H	1		\$585.12	\$585.12	
		Laminate Color KI Laminates Wood Finish Color Wood Finish Color Price Description: Delivered/Open Market	KI Laminates FLORENCE WALNUT 7993-38 Wood finish-Core Florence Walnut on Beech	Standard /LFC Core /BFC			
17.8	KM2BF.H	Aristotle Mobile Pedestal, Box/Box/File, 15.5x19x27.75"	2		\$473.28	\$946.56	
		Laminate (Horizontal) Laminate Base (Vertical) File Pull Key Option Price Description: Delivered/Open Market	Tuxedo Tuxedo Silver bar pull (3) Key standard - 1 lock	/LTX /LBTX /BPA3 /KS			
17.12	KSLF23620.H	Aristotle Lateral File, 2 Drawer, Freestanding, 36x20x30"	5		\$689.28	\$3,446.40	
		Laminate (Horizontal) Laminate Base (Vertical) File Pull Key Option Price Description: Delivered/Open Market	Tuxedo Tuxedo Silver bar pull (2) Key alike - 1 lock (Note room numbers on /KA order)	/LTX /LBTX /BPA2			
Tag 1: RECEPTION LVL 3						WorkGroup Product Subtotal	\$6,922.48
Tag 1: TRAINING 202							
18.1	AC8IF.108.PI	Pirouette Activ8 Infeed	8		\$141.60	\$1,132.80	
		Painted Surface Finish Price Description: Delivered/Open Market	Starlight Silver Metallic	/SX			
18.2	AC8JP.53	Activ8 Jumper 53" Long	8		\$36.96	\$295.68	
		Price Description: Delivered/Open Market					



QUOTATION

CREATED 9/6/2018
 VALID THROUGH 12/5/2018
 Prepared By Blair Wautlet
 Quote Filename City of Galveston-New Fire Station #1 (Replacement) - 18BMW-350407_03/C

Line	Model		Qty.		Sell Price	Extended Total	TBD Options
18.3	GLNAUC	Grazie Four-Leg Armless Chair, Uph Seat, Casters	50		\$575.00	\$28,750.00	
		Grazie Seat Uph Grazie Upholstery NFR P2 Pallas Fabric PHENOMENA Frame Color Caster Option Poly Seat & Back Color Poly Seat & Back Color NFR Price Description: Delivered/Open Market		Compliance to TB 117-2013 Pallas Fabric Group P2 PHENOMENA CRIMSON SKY Starlight Silver Metallic Hard floor casters (black only) Compliance to TB 117-2013 Cayenne	/NFR GRPP2 PHENOMENA /27.254.108.P /SX /S -NFR /PCY		
18.4	PANR2454T-74P	Pirouette, Nesting Training w/Activ8, Rectangular, 24x54", 74P	20		\$945.12	\$18,902.40	
		Edge Edge Color Grommet/PowerUp Option Activ8 Villa Grommet Color Modesty Panel Laminate KI Laminates Leg Finish Casters/Glides Price Description: Delivered/Open Market		Italian Silver Ash edge Activ8 Villa Module w/USB (no Under-Table Activ8) Villa Module Champagne Metallic Fabric modesty panel - Black Only KI Laminates ITALIAN SILVER ASH 8217-38 Starlight Silver Metallic 4 casters	/EIT /VUN /PUCM /FMP Standard /LIT /SX /4EC		
18.5	RUX20E	Ruckus Single Post Pneumatic Adjustable Lectern w/Modesty	1		\$550.08	\$550.08	
		Panel on Casters Book Storage Option Book Rack Color Caster Option Surface Finish KI Laminates Edge Color Frame Color Modesty Panel Color Price Description: Delivered/Open Market		Book basket Starlight Silver Metallic Hard floor casters KI Laminates ITALIAN SILVER ASH 8217-38 Italian Silver Ash edge Starlight Silver Metallic Colorless Acrylic	/BR /BR SX /CHC Standard /LIT /EIT /SX /ACS		
Tag 1: TRAINING 202						WorkGroup Product Subtotal	\$49,630.96
Tag 1: WORK RM 351							
19.1	GLNAPC	Grazie Four-Leg Armless Chair, Poly, Casters	8		\$364.00	\$2,912.00	
		Frame Color Caster Option Poly Seat & Back Color Poly Seat & Back Color Price Description: Delivered/Open Market		Starlight Silver Metallic Hard floor casters (black only) Compliance to TB 117-2013 Cayenne	/SX /S /NFR /PCY		
19.2	PS25FX-74P	Portico Fixed Leg, Square, LX Base, 74P Edge, 30x30"	2		\$351.36	\$702.72	
		Edge Color Surface Finish KI Laminates Base Finish Base Options Plastic End Cap Color Table Height Other Than 29" Price Description: Delivered/Open Market		Italian Silver Ash edge KI Laminates ITALIAN SILVER ASH 8217-38 Starlight Silver Metallic No casters Cool Grey Standard height (29")	/EIT Standard /LIT /SX -NCST /PCG -NO		
Tag 1: WORK RM 351						WorkGroup Product Subtotal	\$3,614.72

Quote Summary

Product SubTotal: \$111,324.64

Estimated Sales Tax: See Notes

Quote Total: \$111,324.64

NOTES:

- Images shown above are intended for approximate visual reference only and may not represent the exact models, numbers, descriptions or options selected. Refer to the model number/description/options shown for full product specifications.
- Sales Tax (For Shipment within the United States Only): Estimated sales/use tax will be calculated when order is entered. It is the customer's responsibility to pay any applicable sales/use tax due upon invoicing. A customer will not be charged sales tax if (1) a Resale Certificate, (2) an Exempt Organization Certificate, or (3) a Direct Pay permit is on file with KI's Finance Department. If no certificate is on file, the appropriate sales/use tax rate in effect at shipment will be applied and tax will be added to the customer's invoice.
- This project contains non-standard items which are not returnable and not cancelable. The warranty on non-standard product that alters function is 1 year. The warranty on non-standard product that does not alter function, but only finish (i.e., paint or plastic color, laminate, grommet removal) matches that of the standard product. Modification to U.L. Listed products eliminates the listing. Product will not have U.L. Listing labels unless specifically spelled out on this quote.

Final Considerations:

To ensure your Purchase Order (PO) is processed quickly and efficiently, please adhere to the following requirements:

Customer represents that the product information contained within this quote is complete and accurate. Changes to quantities and/or options/finishes will affect this quote. If applicable, other charges such as freight, tax, installation and/or delivery fees may be added at time of order.

Sales resulting from purchase orders issued by the customer to KI (Whether related to this quotation or otherwise) are governed and controlled by the Terms and Conditions found at www.KI.com/terms

Prepared by Blair Wautlet

"Reference Only"

Market Code: 9=9=State/Local Gov't

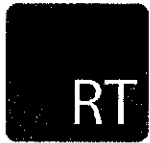
Opportunity #: 350407

Quote Filename: City of Galveston-New Fire Station #1
(Replacement) - 18BMW-350407_03

1. All purchase orders must be issued to KI or KI c/o the dealer with this address:
KI
1330 Bellevue Street
Green Bay, WI 54302
2. The following items must be included on all purchase orders:
 - Sold To/Bill To Information: complete legal name, address, telephone number and fax number
 - Ship To Information: complete legal name, address, contact name, contact phone number
 - Purchase Order Number: a customer-specific identifier, typically a sequential purchase order number or requisition number
 - Issue Date: date the purchase order was issued
 - Sales Tax: applicable sales tax will be added upon KI invoicing. If tax exempt, customer must provide or have the tax exempt certificate on file at KI
 - Purchase Order Total: total of all items and services included on the purchase order
 - Authorization: signature of authorized purchasing agent or buying entity
 - Order Details: reference a fully optioned KI quote (ex: 11KGH-85432) or include all the information listed below
 - Quantity of each item
 - Complete model number, including all finish and option information (by line item)
 - Net purchase price (by line item)
 - Extended net purchase price (all line items)
 - Any additional applicable charges (ex: installation and/or delivery charges)
 - Contract name and/or number if pricing is based on a contract reference
3. Signatures on a quote or a worksheet cannot be accepted as a purchase order.
4. In the event that you do not have a formal Purchase Order process, please contact your KI Sales Representative or call 1-800-424-2432, and we will assist you with creating a PO.

We appreciate your cooperation in providing us with all the required information listed above on your Purchase Order. Complete information helps us serve you better. Thank you for your order.

Purchase Orders that do not meet these requirements will be placed on hold until complete information is received by KI. Purchase orders on hold are not released to manufacturing or assigned a delivery date. KI order lead times begin once the order is released to manufacturing.



RT LONDON®

Quality products. Dedicated service.

Quote #18008

Inside Evolutions

Firehouse Beds

Contact Information Regina Thomas, Director of Sales
11 Greenway Plaza
Suite 150
Houston, TX 77046
(832) 477-3509

Ship to Address TBA
Regina Thomas
TBA
Galveston, TX 77550
Phone: 832-477-3509
Mobile:

Proposal Date January 10, 2019

Contract Type 2013 - 2019 TXMAS 6-7111020 (GSA)

Part Number	Description	Quantity	Unit Cost	Extended
1. MWBEZZB203-YM87	Maxwell bed, Wood box headboard with shelf unit w/LED task light and plug strip with outlets and USB ports. Bolt on Spring deck and wood post footboard with wood panel 88"W x 40"D x 56"H Maduro	15	\$601.65	\$9,024.75
2. ES463ST MC2 P1 CFVB	ESSENTIALS, Large Single Drawer Stacker, 26"W x 24"D, 14.5" Height 26"W x 24"D x 14 1/2"H Pick Color Below Case Material And Construction Type: Veneer - Glue & Dowel (#2) Pull Type: Pull Type - Integral (#1) Case Finish: Premium Finish - Maduro (#B)	45	\$180.87	\$8,139.15
3. MTQUCP3680	MATTRESS, Quilted Chorus Plush, Dorm Twin XL 36x80 36"W x 80"D x 12"H	15	\$258.82	\$3,882.30

Furniture Subtotal: \$21,046.20

Furniture Total: \$21,046.20

Freight Estimate: \$2,750.00

Total Project Cost: \$23,796.20

No deposit is required from any Federal Agency. A minimum deposit of 50% (\$11,898.10) is required with purchase order from all other clients unless otherwise approved. If total project cost is less than \$5,000, a 100% deposit is required with purchase order from all other clients unless otherwise approved.



Quality products. Dedicated service.

Terms & Conditions

Quote #18008

Contract #: TXMAS-6-7111020

TAX ID #: 38-2870949

DUNS #: 6231 67 301

CAGECODE #: 3NQG4

Small Business

- 1) Pricing in US dollars and is valid for 30 days unless otherwise noted. Pricing is based on total quote volume and is subject to change with changes to volume. Changes to options/finishes will affect this proposal. Other charges such as a freight, installation, project management, design services and/or set-up fee may be added at time of order.
- 2) Any applicable sales or other tax will be added upon invoicing. If you are tax exempt, please provide a copy of a valid sales tax exemption certificate with your purchase order.
- 3) Freight costs are estimated based on current mileage rates and are subject to the fluctuating price of diesel fuel. Freight charges will be billed at the time of delivery. Buyer assumes all risk of loss of goods upon delivery by RT London to carrier. RT London agrees to package goods, put them in the possession of a carrier, make appropriate arrangements for their transportation, and obtain and deliver documents necessary to enable Buyer to obtain possession of the goods.
- 4) RT London requires a valid purchase order to be signed by an authorized agent of your company. In the event that a buyer does not issue standard purchase orders, then the terms and condition page of this proposal must be signed by an authorized agent of the company. To ensure accurate and timely entry of the product and pricing, please submit all pricing pages with your purchase order or signed terms and condition page.
- 5) Cancellation/Reschedule of Purchase Order(s). In the event of any cancellation of all or part of any purchase order, the buyer agrees to pay RT London for all reasonable and allocatable materials, material management, labor, overhead and general and administrative costs and expenses incurred as a result of any such cancellation, plus a reasonable profit within ten (10) days from the date of RT London's invoice. Non-standard items are not returnable and not cancelable.
- 6) Warranty. All RT London products are covered with generous warranties. Please visit www.rtlondon.com/about/warranty for additional information. Mattresses, box springs, fabrics and foam carry their manufacturer's warranty.
- 7) It is at the buyer's discretion to purchase guard rails and/or ladders when ordering beds that bunk or loft.
- 8) Governing Law. The formation and performance of the contract shall be governed by the Uniform Commercial Code, as adopted in the state of Michigan. Any action for breach of contract, including any breach of warranty, must be commenced within one (1) year after the cause of action has occurred. This contract shall not be subject to or governed by the United Nations Convention for the International Sale of Goods. Any legal or equitable actions arising out of or relating to this contract or any other contract between parties shall be brought only in the United States District Court for the Western District of Michigan, or in the district or circuit courts of Kent County, Michigan. RT London and Buyer agree that such court shall have jurisdiction over the parties.
- 9) RT London upholsters all lounge furniture across the roll unless otherwise specified. Pattern matching is not guaranteed, special requests to pattern match must be made during the ordering process and may require an additional fee. Please note that if your order specifies a polyurethane, this product inherently stretches and could cause a rippling effect after use — for alternate choices, please contact our design department by emailing designservices@rtlondon.com.
- 10) Deposit. For orders above \$5,000, we require a minimum of 50% down payment contingent upon credit review with the final balance being due upon delivery unless otherwise approved. For orders below \$5,000, we require 100% down. RT London's standard credit terms are Due Upon Receipt. Additional cash down payment discounts may be available based on the table below. Discounts are not available on orders with a required greater than 50% down payment.

Orders and payments can be sent to:

RT London

1642 Broadway NW

Grand Rapids, MI 49504-2027

Phone: 877-613-2012

Fax: 616-364-1131

Cash Down Payment Discount



RT LONDON®

Quality products. Dedicated service.

Project Acknowledgement

Firehouse Beds (Quote #18008)

Sales Rep Shannon Meek
shannon@insideevolutions.com
281-782-8584 (phone)
2817828584 (mobile)

Contact Information

Regina Thomas, Director
of Sales
TBA
TBA
Galveston, TX 77550
832-477-3509

Total Project Cost: \$23,796.20

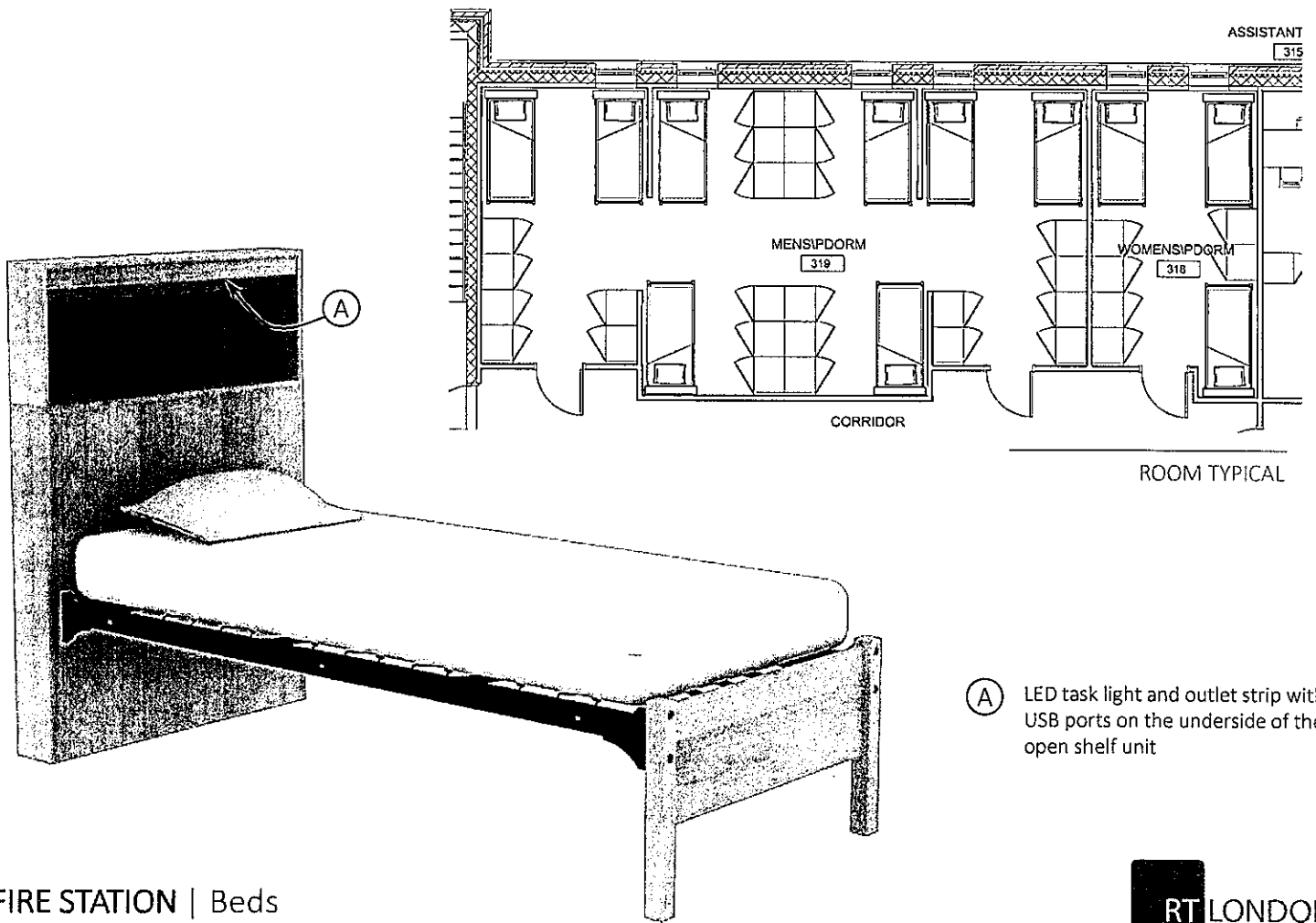
No deposit is required from any Federal Agency. A minimum deposit of 50% (\$11,898.10) is required with purchase order from all other clients unless otherwise approved. If total project cost is less than \$5,000, a 100% deposit is required with purchase order from all other clients unless otherwise approved.

This quotation may be accepted either by signing below, accepting goods or services under or pursuant to this quotation, or otherwise confirming purchaser's acceptance of this quotation, whether in original, electronic or facsimile form.

Acknowledged by: _____

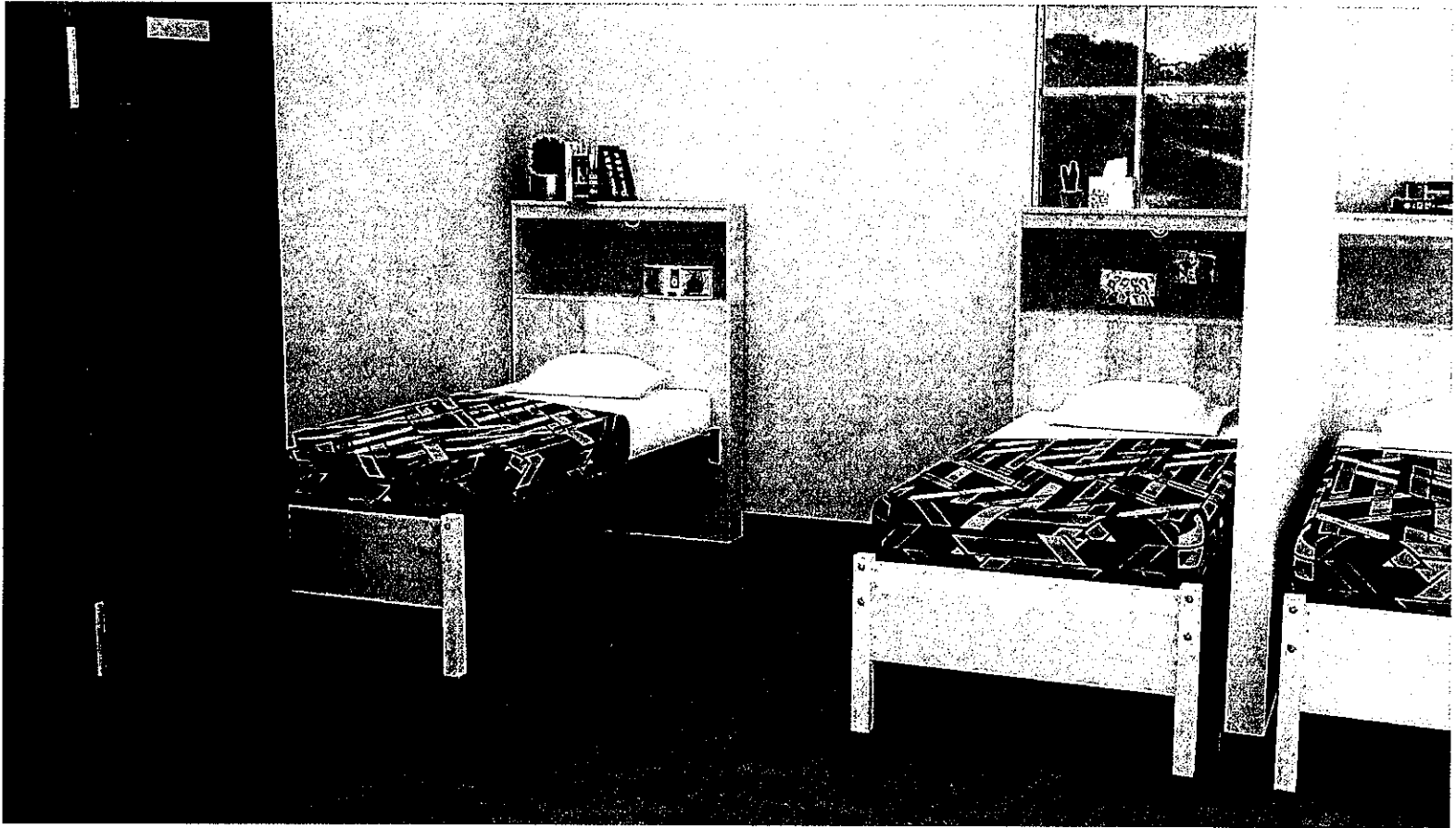
Date: _____

renderings are for illustrative purposes only
6/27/2018

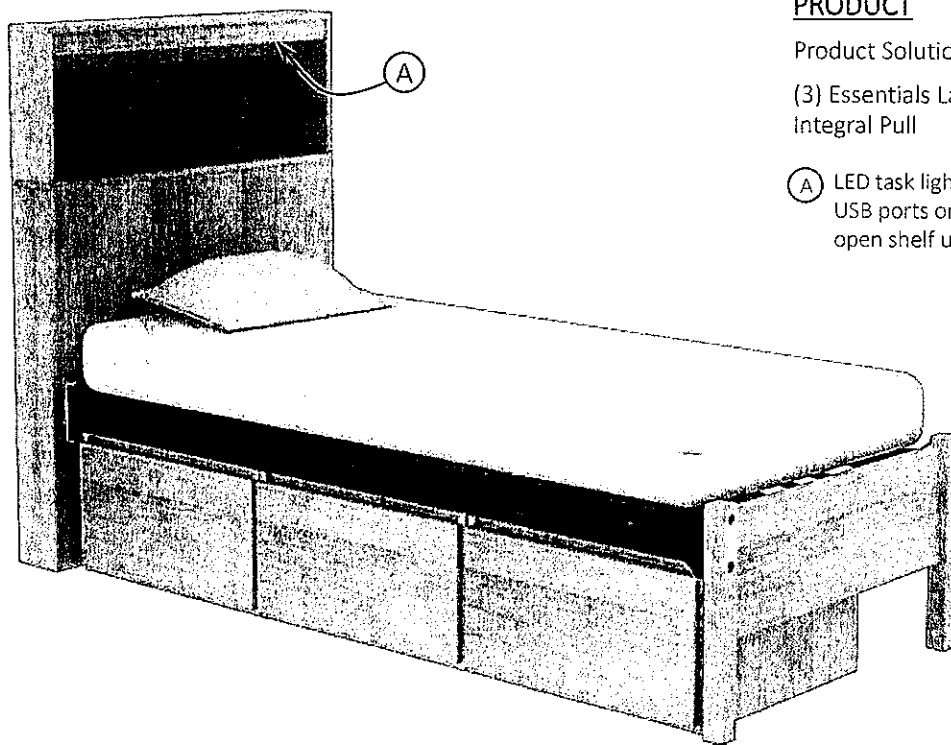


FIRE STATION | Beds
Quote #18008

*renderings are for illustrative purposes only
6/27/2018



FIRE STATION | Beds
Quote #18008



PRODUCT

Product Solution Twin Bed

(3) Essentials Large Single Drawer Stacker,
Integral Pull

- Ⓐ LED task light and outlet strip with
USB ports on the underside of the
open shelf unit

Fire Station

QUOTE

Mark's Office Services

Mark Medina
P O Box 10894
Houston, TX 77206
United States

TO:

January 8, 2019
City of Galveston Fire Dept.
United States

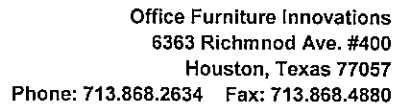
Quote # 011819

[illegible]

Install for City of Galveston Fire Department

\$15,000.00

Bid based on install during normal business hours 8:00 AM to 5:00 PM



Bill To
Galveston Fire Dept

[illegible]

Signature

Date _____

Terms when invoiced 3.5% processing fee added to invoice for Credit Card use.

Any changes made after installation, return trips, or down time due to no fault of Office Furniture Innovations will be billed at \$45.00 per man per hour during normal business hours 8:00 AM to 5:00 PM Monday - Friday. Overtime will be billed at \$65.00 per man per hour.

Certified electrician required to power up stations at time of install. Customer to provide electrician.

[illegible]



JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Office Furniture Innovations, L.L.C. DBA Office Furniture
Innovations, LLC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).

This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by
Women's Business Enterprise Alliance, a WBENC Regional Partner Organization.

Certification Granted: October 31, 2003

Expiration Date: October 31, 2019

WBENC National Certification Number: 232417

April Day
Authorized by April Day, President
Women's Business Enterprise Alliance



NAICS: 238390, 337211, 442110, 532420
UNSPSC: 56101700, 72153606, 72153613





JOIN FORCES. SUCCEED TOGETHER.

HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO
Office Furniture Innovations, L.L.C. DBA Office Furniture Innovations,
LLC

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change in the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

NAICS: 238390, 442110, 532420 UNSPSC: 56101700, 72153606
Certification Number: W050151
Expiration Date: October 31, 2019



April Day

April Day, Women's Business Enterprise Alliance
President

Pamela Prince-Eason

Pamela Prince-Eason, WBENC President & CEO

Candace Waterman

Candace Waterman, WBENC Vice President



Sylvester
Turner, Mayor

CITY OF HOUSTON

Office of Business Opportunity



Office Furniture Innovations, L.L.C.

is duly certified as a

Disadvantaged Business Enterprise (DBE)

Certified Categories:

NAICS 442110: OFFICE FURNITURE STORES

Certification Number: 18-10-12452

Carlecia D. Wright

Director of Office of Business Opportunity

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from the MWDDBE program or the firm's certification is no longer active. In addition, this certificate is valid only in conjunction with the firm's active listing in the City of Houston's Directory of certified MBE, WBE, SBE, PDBE, ACDBE and DBE firms via the following weblink: <https://houston.mwdbe.com/?TN=houston>.



Sylvester Turner,
Mayor

CITY OF HOUSTON

Office of Business Opportunity



Office Furniture Innovations, L.L.C.

is duly certified as a

Women Business Enterprise (WBE)

Certified Categories:

NAICS 442110: OFFICE FURNITURE STORES

Certification Number: 18-10-12452

Certification Review Date:

October 31, 2019

Carolea D. Wright

Expiration Date

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from the MWDBE program.

Metropolitan Transit Authority of Harris County, Texas
Office of Small Business hereby duly affirms that:

Office Furniture Innovations, LLC

has successfully met the established requirements of METRO's
Small Business Enterprise Program to be certified as a

Small Business Enterprise (SBE)

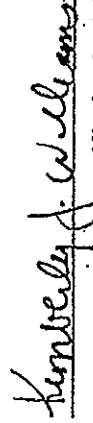
Certified NAICS Codes:

NAICS-442110: OFFICE FURNITURE STORES

Certification Number: 0208061854
Effective Date: February 8, 2016
Expiration Date: February 8, 2019




Thomas C. Lambert
President & Chief Executive Officer


Kimberly J. Williams, J.D.
Deputy Chief Procurement Officer
Office of Procurement

Note: This certificate is the property of the Metropolitan Transit Authority of Harris County's Office of Small Business and may be revoked should the above named firm graduate from or fails to comply with METRO's Small Business Enterprise Program. Recertification is required every three years.



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

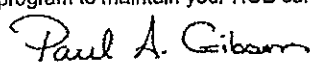
The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority-, woman- and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process. The CPA has established Memorandums of Agreement with other organizations that certify minority-, woman- and service disabled veteran-owned businesses that meet certification standards as defined by the CPA. The agreements allow for Texas-based minority-, woman- and service disabled veteran-owned businesses that are certified with one of our certification partners to become HUB certified through one convenient application process.

In accordance with the Memorandum of Agreement the CPA has established with the City of Houston (COH), we are pleased to inform you that your company is now certified as a HUB. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/passcmblsearch/index.jsp>. Provided that your company continues to remain certified with the COH, and they determine that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the COH in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the COH and/or the HUB Program to re-evaluate your company's eligibility. Failure to remain certified with the COH, and/or failure to notify them of any changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) that will provide you with additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate	
	Certificate/VID Number: 1760601250200
	File/Vendor Number: 25841
	Approval Date: 27-OCT-2016
	Scheduled Expiration Date: 31-OCT-2019
In accordance with the Memorandum of Agreement between the City of Houston (COH) and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that OFFICE FURNITURE INNOVATIONS, L.L.C. has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 21-NOV-2016, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the COH's program, you must immediately (within 30 days of such changes) notify the COH's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the COH's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.	
 Paul Gibson, Statewide HUB Program Manager Statewide Support Services Division	
Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (https://mycpa.cpa.state.tx.us/passcmblsearch/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.	



November 27, 2018

Mr. Donald S. Glywasky
City Attorney
City of Galveston
823 Rosenberg, Suite 205
P.O. Box 779
Galveston, TX 77553

PROPOSAL FOR: **3rd Party Contract Administration & Project Evaluation Services;**
 59th Street Pump Station-City of Galveston, Galveston, TX;
 -Consultant Services
 Water Tank Construction
 -Consultant Services

Dear Mr. Glywasky,

Applied GRT LLC (GRT) is pleased to submit a fee proposal to provide 3rd Party Contract Administration & Project Evaluation Services for the City of Galveston (the City). We understand some typical project management services may be required. The General Contractor for the 59th Street Pump Station, Cardinal Construction, has threatened litigation against the City; Scott Fendrick of Applied GRT will also provide consulting expert services under this agreement.

SCOPE AND FEE

We understand this work to primarily consist of a reviewing the General Contractor's (GC) Proposed Change Orders and evaluating the substantiating information, the direction by the Engineer of Record and overall compliance with the structure of the Contract Documents (CDs). Delay days may have cost implications per the contracts and that analysis will also be presented for review also.

We propose a Not to Exceed Fee. The Fee is anticipated to be expended as follows:

<u>Not to Exceed Fee:</u>		\$ 50,000.00
Previous Executed Proposal	(P1801754)	\$ 14,500.00
Principal in Charge	195hrs X \$160.00/hr.	\$ 31,200.00
Project Manager	10hrs X \$140.00/hr.	\$ 1,400.00
Project Controls Analyst	10hrs X \$90.00/hr.	\$ 900.00
Reimbursable Expenses	Lump Sum	\$ 2,000.00

COMPLETION SCHEDULE

We will provide draft reports as directed by the City Attorney within thirty (30) days of the request and final reports fourteen (14) days from receipt of the City review comments. This completion schedule relies on GRT receiving the associated documents to perform this review within one week of proposal execution. Please see Exhibit A for list of documents that may be requested for a complete analysis.

PROJECT GUIDELINES

This analysis of the contracts and CDs will include, but is not limited to, potential impacts from other documents as provided by the City. These may include 1) Requests for Information (RFIs), 2) Proposed Change Order Requests (PCOs), 3) Change orders (CO), 4) Product Submittals, 5) Construction Change Directives (CCDs) and Claims as defined by contract, 6) Contractor Daily Logs, 7) Project Meeting Minutes, 8) Emails and letters, and any other documents provided by the City.

GRT will attend, when possible, construction progress meetings, and any other meeting as requested, for the 59th Street Pump Station and for the water tank construction projects. GRT will provide written summaries to the City Attorney of those meetings.

Further, GRT would like to suggest that the appropriate project team members support this endeavor and provide the most current documents available in a timely manner to complete this review. GRT will provide a list of items required for this PCO evaluation and is available to meet with appropriate parties at the City's direction.

We shall present our findings to you in draft form and finalize this information upon your review and comment. Significant variances in normal project protocols will be identified. We shall be prepared to make a presentation with our findings upon your request.

- 1) Review the PCO Log and individual PCOs for proper direction, supporting documentation, and appropriate pricing.
- 2) Review Change Orders for changes in time and/or contract amounts. The changes must be recorded, complete, and include supporting documentation as required.
- 3) Review Contractor Claims, if any, for quality, timeliness, and significance. Claims must follow contractual provisions for notification.
- 4) Review supporting documentation such as General Contractor daily logs, Project Meeting Minutes, Email and letter correspondence, etc.

The analysis will also quantify where responses, to project related correspondence as outlined above, was not timely, not complete, and not definitive; potentially affecting the completion of the project. This analysis will attempt to identify how these delays affected the General Contractor's construction schedule and assign contractual responsibility.

November 27, 2018
Mr. Donald S. Glywasky
City of Galveston

COMPENSATION:

The City of Galveston shall compensate Applied GRT LLC under the terms and conditions of this agreement.

- i. Applied GRT LLC shall invoice on an hourly basis each month not to exceed the maximum established herein as follows:

Principal in Charge	\$160.00/hr.
Project Manager	\$140.00/hr.
Project Controls Analyst	\$90.00/hr.
Site Visits	Hourly per visit + Reimb. Expenses
- ii. Reimbursable Expenses, such as printing and reproduction costs, travel expenses (per IRS Standard mileage rate) shall be invoiced at direct cost.
- iii. Services, not specifically identified in the Project Guidelines or elsewhere in this proposal, shall be considered additional services. Please see **ADDITIONAL SERVICES.**

SERVICES TO BE PERFORMED:

- i. Evaluation of the GCs Proposed Change Orders is the primary focus with impacts evaluated per PCO. Specific attention shall be placed on proper direction for the proposed change, the supporting documentation provided, the reasonableness of the costs and how this change affects the schedule. The delay evaluation would also include the associated costs incurred from the delay per the contractual responsibility.

SERVICES NOT TO BE PERFORMED:

- i. This review of this project, procured by Design/Bid/Build method, will not be an exhaustive analysis of every item within the Designer's or GCs business practices, but rather a review of normal procedures to evaluate compliance with the contract documents and define the contract limitations.

COMPENSATION TERMS:

- i. Services identified or requested by the City exceeding the project guidelines above will be considered **ADDITIONAL SERVICES.**
- ii. GRT will secure approval, in writing, from the City for any requested additional service before proceeding with the work.
- iii. All invoicing shall be in accordance with our standard office invoicing procedures with invoices delivered to your office on or about the first day of each month. GRT will invoice for the hours completed on the project to date.
- iv. Payment shall be made within thirty (30) days of receipt of invoice.
- v. Should these services be interrupted or delayed, GRT will invoice for the man hours completed at that time. Outstanding invoices will be due and payable as described herein.

November 27, 2018
Mr. Donald S. Glywasky
City of Galveston

ADDITIONAL SERVICES COMPENSATION:

- i. GRT will invoice additional services at the rates identified under **COMPENSATION** in this proposal.
- ii. Payment, for additional services, shall be due within thirty (30) days.

AGREEMENT: We are sending you our agreement electronically. Should this contract meet your approval, please indicate your acceptance by signing at the location indicated below and returning to us.

In the event that the not to exceed amount of \$50,000.00 is not sufficient, the City will have the option of terminating the engagement when the not to exceed amount has been reached, or may obtain the authorization of City Council to continue the engagement.

Best Regards,

Accepted by:

Mr. Scott Fendrick, AIA, CxA+BE
Founding Partner
Applied GRT LLC
Date _____

Ms. Kim Coogan
Asst. City Attorney
City of Galveston
Date _____

Mr. Brian Maxwell
City Manager
City of Galveston
Date: _____

Cc:
Mr. Ross Blacketter
Director of Capital Projects

Enclosure:
Exhibit A – Documents Requested

November 27, 2018
Mr. Donald S. Glywasky
City of Galveston

EXHIBIT A

DOCUMENTS REQUESTED:

The documents listed below are typical and we anticipate the analysis will reference these documents often. The responsible party identified is for reference only. This list is also not exhaustive, additional information may be requested at a later date.

General Contractor's

- 1) Original/Approved Schedule satisfying end date compliance
- 2) All subsequent schedules as provided or adopted by team members
- 3) Three week look ahead schedules used in construction meetings
- 4) RFI Log
- 5) PCO Log/GCs Proposed Change Order Log
- 6) CCDs and/or Contractor Claims
- 7) Project Meeting Minutes
- 8) Written Correspondence/Letters

PM/Designer's

- 1) Original Drawings and Specifications
- 2) Revised Drawings and Specifications
- 3) GCs Original/Approved Schedule
- 4) RFI Log
- 5) PCO Log
- 6) Change Order Log
- 7) CCDs and/or Contractor Claims
- 8) Site Reports/Observation Reports
- 9) Project Meeting Minutes
- 10) Written Correspondence/Letters

Owner

- 1) Executed Contract with GC
- 2) Executed Contract with PM/Designer
- 3) Written Correspondence/Letters

City of Galveston



City Attorney's Office

P.O. Box 779 / Galveston, Texas 77553-0779 / (409) 797-3530 / Fax (409) 797-3531

Date: January 16, 2019

To: Brian Maxwell, City Manager

From: Kim Coogan, Assistant City Attorney

Re: **Request for approval of a Third Party Contract Administration & Project Evaluation Services; 59th Street Pump Station-City of Galveston, Galveston, Texas; Consultant Services; Water Tank Construction-Consultant Services.**

I. Background

- A. The firm was retained to conduct professional services including an independent review of contract and construction documents and provide a report related to the delay by engineers in completion of the 59th Street Pump Station. This investigation and report(s) are in anticipation of litigation against engineers on the project.
- B. The firm is also retained to provide construction, engineering and architectural contract oversight on the 59th Street Pump Station until its completion.
- C. The firm is also retained to provide construction, engineering and architectural contract oversight on the water tank construction/rehabilitation project also at 59th Street. The consultant will provide supplemental review of Work Progress; coordinate water tank start up with the requirements of the pump station and provide additional expertise and support with water tank closeout procedure.
- D. A purchase order is required to process invoices for the services.
- E. The invoiced expenses have been calculated to be up to but not to exceed \$50,000.00 which exceeds the \$14,999.00 threshold, and requires approval by City Council. The projected cost *includes* the \$14,999.00 threshold already paid for the professional services.

F. The professional consulting services from Applied GRT, LLC are ongoing.

II. Current Situation

Whether to authorize payment for professional consulting services up to but not to exceed \$50,000.00 pursuant to the contract between the City and Applied GRT, LLC are for FY 2018-19.

III. Issues

1. Payment of up to but not to exceed \$50,000.00
2. Timing – The professional services are continuing and a current invoice is due.

IV. Alternatives in Order of Priority

None.

V. Recommendation

Authorize payment of up to but not to exceed \$50,000.00 from the Capital Projects Department for services provided by Applied GRT, LLP, including \$14,999.00 already paid.

VI. Fiscal Impact Report

Requested by:	Don Glywasky, City Attorney Ross Blackketter, Director, Capital Projects
Funding Source:	Water Improvement Fund.
Commodity:	Consulting Services (96150)
Costs of Implementation:	\$50,000.00

Respectfully submitted,

Don Glywasky, City Attorney

APPROVED:

Brian Maxwell, City Manager



City of Galveston

FLEET FACILITIES STAFF REPORT

January 16, 2019

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for the approval allowing the Fleet Facility to receive the listed rolling stock and associated equipment from the Defense Logistics Agencies 1033 program, which allows excess US military equipment to be donated to law enforcement agencies, and authorize the City Manager to execute the contract upon final approval by the City Attorney.

I. Background

- A. Patrol officers have limited access to high water vehicles. Dump trucks are currently used during high water events, and this is less than ideal.
- B. Agencies across Texas have found the successful deployment of surplus military cargo vehicles for disaster and weather related events to be extremely helpful.
- C. The Galveston Police Department participates in the DLA 1033 Program. The 1033 Program transfers excess US military equipment to civilian law enforcement agencies. The program legally requires the US Department of Defense to make various classifications of equipment available to local law enforcement.
- D. The Galveston Police Departments staff members have been working on this project and located a 1997 Stewart and Stevenson, M-1078 Light Medium Tactical Vehicle (LMTV) that is valued at \$115,639 and determined that it was the best fit for the Galveston Police Department, only has four wheels (less maintenance), and can ford well over 30" of water. It has a payload capacity in excess of 5000 lbs. (off road) and space in the rear cargo area to transport many storm victims.
- E. There is little cost other than upkeep, fuel, and maintenance, as most engine components, tires, and accessories are also available through the DLA 1033 Program. The listed vehicle was checked over by the Galveston Fleet Facilities and received a good rating.





City of Galveston

FLEET FACILITIES STAFF REPORT

- F. After one (1) year, the M-1078 LMTV can be sold or scrapped with the approval of the state LESO coordinator.
- G. This vehicle will not be utilized until requirements have been met and operational procedures have been established and approved by the City Manager's office.

II. Current Situation

The City Council will have to approve allowing the Fleet Facility to receive the listed rolling stock and associated equipment from the Defense Logistics Agencies 1033 program, which allows excess military equipment donations to law enforcement agencies and authorize the City Manager to execute the contract upon final approval by the City Attorney.

III. Alternatives in order of priority

- A. City Council approves the transfer.
 - 1. Cost - no cost to acquire listed vehicle.
 - 2. Timing - ASAP
 - 3. Divisional Improvements - will provide the GPD with needed equipment to perform storm rescue duties.
- B. City Council does not approve the transfer.
 - 1. Cost - no additional cost at this time.
 - 2. Timing - N/A
 - 3. Divisional Improvements - city will continue to utilize dump trucks for storm rescue duties.

IV. Recommendation

Concur in Alternative A and approve allowing the Fleet Facility to receive the listed rolling stock and associated equipment from the Defense Logistics Agencies 1033 program, which





City of Galveston

FLEET FACILITIES STAFF REPORT

allows excess military equipment donations to law enforcement agencies and authorize the City Manager to execute the contract upon final approval by the City Attorney.

V. Fiscal Impact Report

Requested by	David Smith Executive Director
Cost	No cost
Funding Source	N/A
Savings Estimation	Will help reduce unit storm repair costs on the older fleet vehicles and will assist with improving services during weather emergencies.

VI. Environmental Impact

All listed vehicles are produced under current EPA standards.

Respectfully Submitted

David Smith
Executive Director

Vernon Hale III
Galveston Chief of Police









City of Galveston

FLEET FACILITIES STAFF REPORT

January 15, 2019

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for the approval of a resolution of the City Council of the City of Galveston approving the amended 2019 City of Galveston, Island Transit Title VI Plan as required by The Federal Transportation Administration and the Texas Department of Transportation.

I. Background

- A. Title VI Plan addresses complaints in reference to discrimination based on race, color and/or national origin and sets the approved procedures on the proper handling of these complaints.
- B. The Federal Transportation Administration and Texas Department of Transportation are requiring local governments to approve a resolution supporting their Title VI Plan in order to continue to receive funding.
- C. The Title VI Plan has been updated, and the required changes have been made.

II. Current Situation

The City Council will have to approve a resolution of the City Council of the City of Galveston approving the amended 2019 City of Galveston, Island Transit Title VI Plan as required by The Federal Transportation Administration and the Texas Department of Transportation.

III. Alternatives in order of priority

- A. Approve;
 - 1. Cost - None
 - 2. Timing - As soon as possible.
 - 3. Departmental Improvements - Will allow Island Transit to operate in compliance with FTA and TXDOT requirements and receive funding.
- B. Do not approve;





City of Galveston

FLEET FACILITIES STAFF REPORT

1. Cost - None
2. Timing - N/A
3. Departmental Improvements - Island Transit will not be able to operate in compliance with FTA and TXDOT requirements and will not receive required funding.

IV. Recommendation

Concur in Alternative A; approve resolution of the City Council of the City of Galveston approving the amended 2019 City of Galveston, Island Transit Title VI Plan as required by The Federal Transportation Administration and the Texas Department of Transportation.

V. Fiscal Impact Report

Requested by	David Smith Executive Director
Funding Source	N/A
Cost	N/A
Savings Estimation	N/A

Respectfully Submitted

David Smith
Executive Director



RESOLUTION NO. 19-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, APPROVING THE 2019 TITLE VI PROGRAM AND POLICIES FOR THE CITY AND ISLAND TRANSIT; PROVIDING FOR FINDINGS OF FACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Title VI of the Civil Rights Act of 1964, and in accordance with 49 CFR Part 21, the U.S. Department of Transportation and the Federal Transit Administration (FTA) prohibit discrimination on the basis of race, color or national origin; and

WHEREAS, as a recipient of federal funds, the City of Galveston is required to comply with the requirements of the Act and applicable implementing regulations; and

WHEREAS, pursuant to FTA Circular 4702.1B, and Title VI Requirements the City of Galveston is required to submit its Title VI program to its governing entity for approval; and,

WHEREAS, the City of Galveston has developed the necessary procedures and processes to be in compliance with the Title VI regulations, including a complaint process and a Title VI notice to the public; and,

WHEREAS, the Galveston City Council has considered and determined to approve the City's 2019 Title VI Program and Policies as set forth in the attached **Exhibit A** entitled "City of Galveston, Island Transit & Galveston County Transit District Title VI Program Civil Rights Act of 1964"; and

WHEREAS, the Council has authority to approve by Resolution the 2019 Title VI Program and Policies; and

WHEREAS, the City Council finds it in the best interest of the public to approve this Resolution and the 2019 Title VI Program and Policies as set forth in the "City of Galveston, Island Transit & Galveston County Transit District Title VI Program Civil Rights Act of 1964" (**Exhibit A**) attached and fully incorporated herein.

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

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

SECTION 2. The City Council of the City of Galveston, Texas, hereby approves the 2019 Title VI Program and Policies as set forth in the attached **Exhibit A** entitled "City

of Galveston, Island Transit & Galveston County Transit District Title VI Program Civil Rights Act of 1964”, including; but not limited to, complaint procedures, Title VI notice to the public, Program and activities concerning Limited English Proficient Persons, system-wide service standards and policy monitoring program, as well as, other program elements set forth therein.

SECTION 3. This Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

MEHRAN JADIDI
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at a Regular Meeting held on the 24th day of January, 2019, as the same appears in the records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2019.

Secretary for the City Council
of the City of Galveston

CITY OF GALVESTON, ISLAND TRANSIT
TITLE VI PROGRAM
CIVIL RIGHTS ACT OF 1964

UPDATED January 2, 2019

POLICY STATEMENT

The City of Galveston and its transit entity Island Transit (Galveston) assures that no person shall on the grounds of race, color, or national origin, as provided by Title VI of the Civil Rights Act of 1964, and in accordance with Title VI regulations (49 CFR part 21) consistent with Federal Transit Administration (FTA) Circular 4702.1B, Title VI Requirements and Guidelines for Federal Transit Administration, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance. Galveston will integrate into their programs and activities in the Policy Guidance concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons (70 FR 74087).

Galveston operates a fixed route transit system and corresponding Americans with Disabilities Act Complementary Paratransit with less than 50 transit vehicles in peak service. Galveston's Title VI Coordinator or equivalent is responsible for initiating and monitoring Title VI activities, assuring the preparation of required reports.

Galveston Title VI Contact:

Lila Zuniga, Operations Manager, Island Transit 3115
Galveston
Galveston, TX 77550
LZuniga@GalvestonTX.Gov
(409) 797-3900

AUTHORITIES

Title VI of the 1964 Civil Rights Act provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance (please refer to 42 USC 2000d, 23 CFR 200.9, 49 CFR part 21 and FTA C 4702.1B).

Brian Maxwell
City Manager
The City of Galveston

Date

TITLE VI PROCEDURES

Galveston developed this Title VI Program to specifically address the requirements of Chapter III and IV of the PTA Circular 4702.IB, Title VI Requirements and Guidelines for PTA Recipients. Galveston has developed all of the necessary procedures and processes to be in compliance with Title VI regulations, including a complaint process and a Title VI notice to the public.

The City of Galveston City Manager (Manager) is responsible for ensuring the implementation of Galveston's Title VI program. The Director of Island Transit, on behalf of the Manager, is responsible as the Title VI Coordinator for the overall management of the Title VI program for transit activities. The Galveston County Transit Board Administrator is responsible to work with the Title VI Coordinator for GCTD's compliance in the Title VI Program.

Galveston's City Council has reviewed and approved the Title VI Program. A copy of the resolution approving the program is provided in Appendix B.

CHAPTER III-5: REQUIREMENT TO NOTIFY BENEFICIARIES OF PROTECTION UNDER TITLE VI
Galveston will post the following notice to the public on all transit vehicles, at transit stops, in public areas and meeting rooms at the offices in Galveston, and its website.

The City of Galveston hereby gives public notice that it is Galveston's policy to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance.

For more information on Galveston's civil rights program, individuals may obtain the Title VI plan by phone (409) 797-3900, by mail, by email LZuniga@GalvestonTX Gov, or by visiting Island Transit administrative office at 3115 Market Street, Galveston, Texas 77550.

Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with Galveston. Any such complaint must be in writing or by phone and filed with Galveston Title VI Coordinator within one hundred and eighty (180) days following the date of the alleged discriminatory occurrence. Title VI Discrimination Complaint Forms may be obtained from the Island Transit administrative office at no cost to the complainant by calling 281- 210-3839.

If you would like to file with Federal Transit Administration (FTA) Regional Office, please send a written complaint to FTA Region VI, 819 Taylor Street, Room 8A36, Fort Worth, TX 76102. A complainant may also file a complaint directly with the FTA by filing a complaint with the Office of Civil Rights, Attention: Title VI Program

Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.

This notice is to be posted in the office of Island Transit, on the Island Transit website (<http://www.islandtransit.net>), on Island Transit buses and at other strategic transit terminal locations.

If information is needed in another language, contact Galveston 's Title VI Coordinator at (409) 797-3900.

Galveston publicara la siguiente notificaci6n al publico en todos los vehiculos de transito, en las paradas de transito, en areas publicas y salones de reuniones en las oficinas de Galveston y y en la pagina web de Galveston.

Por media de la presente, la Ciudad de Galveston le notifica al publico su politica de garantizar el pleno cumplimiento de/ Titulo VI de/ Acta de Derechos Civiles de 1964, la Ley de Restauracion de los Derechos Civiles de 1987, y los estatutos y reglamentos relacionados a tales /eyes, en todos los programas y actividades de la Ciudad. El Titulo VI establece que ninguna persona en los Estados Unidos de America puede ser exc/uida por motivos de raza, color u origen nacional, de la participacion en, se le nieguen /os beneficios de, o sea sometida a discriminacion bajo cualquier programa o actividad que reciba asistencia financiera federal.

Para obtener mas informacion acerca de/ Programa de Derechos Civiles de Galveston, las personas podrtin obtener el plan de/ Titulo VI por telefono (409) 797-3900, por correo, por correo electronico (LZuniga@GalvestonTX Gov), o visitando la oficina administrativa de Island Transit en 3115 Market Street, Galveston, Texas 77550.

Si usted cree haber sido perjudicado por una prtctica discriminatoria e ilegal bajo el Titulo VI puede presentar una queja formal ante la Ciudad de Galveston. Las quejas pueden hacerse por escrito o por telefono. Estas deben ser presentadas ante el Coordinador de/ Titulo VI de Galveston dentro de /os ciento ochenta (180) dias siguientes a la fecha de la ocurrencia discriminatoria a/egada. Los Formularios de Queja de Discriminacion de/ Titulo VI se pueden obtener en la oficina administrativa de Island Transit sin costo para el reclamante llamando al 281-210-3839.

Si desea presentar una queja ante la Oficina Regional de la Administracion Federal de Trtinsito (FTA), envíe una queja por escrito a FTA Region VI, 819 Taylor Street, Room 8A36, Fort Worth, TX 76102. Un denunciante tambien puede presentar una queja directamente con el FTA presentando una queja ante la Oficina de Derechos Civiles, Atencion: Coordinador de/ Programa Titulo VI, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.

Este aviso se publicarti en la oficina de Island Transit, en la pagina web de Island Transit (<http://www.islandtransit.net>), en /os autobuses de Island Transit y en otros lugares estrategicos de/ terminal de trtinsito.

Si necesita informaci6n en otro idioma, p6ngase en contacto con la Ciudad de Galveston a traves del (409) 797-3900.

CHAPTER ill-6: REQUIREMENT TO DEVELOP TITLE VI COMPLAINT PROCEDURES AND COMPLAINT FORM

These procedures cover all complaints filed under Title VI of the Civil Rights Act of 1964 as amended, relating to any transportation or program or activity receiving federal financial assistance administered by Galveston or sub-recipients and contractors. The program is also conducted in accordance with FTA Circular 4702.IB. Galveston's Compliant Form is provided in **Appendix A**.

The procedures do not deny the right of the complainant to file formal complaints with other state or federal agencies or to seek private counsel for complaints alleging discrimination. Galveston has authority for accepting complaints for investigation, but complainants may also file complaints with TxDOT or the Federal Transit Administration within 180 days of the alleged offense. If you would like to file with TxDOT, please send a written complaint to TxDOT Public Transportation, 3712 Jackson Avenue, Building 6, 5th floor, Austin, Texas 78731. If you would like to file with FTA, please send a written complaint to FTA Region VI, 819 Taylor Street, Room 8A36, Fort Worth, TX 76102.

Every effort will be made to obtain early resolution of complaints at the lowest level possible. The Title VI Coordinator will make every effort to pursue a resolution of the complaint. Initial interviews with the complainant and the respondent will request information regarding specifically requested relief and settlement opportunities.

PROCEDURES

Any individual, group of individuals or entity that believes they have been subjected to discrimination on the basis of race, color, or national origin, as prohibited by Title VI nondiscrimination provisions by Galveston, may file a written complaint. A formal complaint must be filed within 180 calendar days of the alleged occurrence, or when the alleged discrimination became known to the complainant. The complaint will be addressed in the following procedure:

1. The complainant must perform the following activities:
 - a. Present the date of the alleged act of discrimination (date when the complainant(s) became aware of the alleged discrimination; or the date on which that conduct was discontinued or the latest instance of the conduct).
 - b. Present a detailed description of the issues including names and job title of perceived parties in the complaint.
 - c. Shall be in writing and signed by the complainant(s).

1. Allegations received by fax or e-mail will be acknowledged and processed, once the identity(ies) of the complainant(s) and the intent is required to mail a signed, original copy of the fax or e-mail transmittal for Galveston to be able to process it.
 - ii. Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. A complaint form will be forwarded to the complainant for him/her to complete, sign and return to Galveston for processing.
2. Acceptance of a complaint will be determined by:
 - a. Whether the complaint is timely filed; or
 - b. Whether the allegations involve a Title VI complaint of race, color, or national origin.
3. A complaint may be dismissed for the following reasons:
 - a. The complainant requests the withdrawal of the complaint;
 - b. The complainant fails to respond to repeated requests for additional information needed to process complaint; or
 - c. The complainant cannot be located after reasonable attempts.
4. Galveston will notify their TxDOT PTC by email within 10 working days of the receipt of a Title VI complaint.
5. Within 40 calendar days of the acceptance of the complaint, an investigative report will be prepared by the Title VI Coordinator.
 - a. The report shall include a narrative description of the incident, identification of persons interviewed, findings and recommendations for disposition.
6. The Title VI Coordinator will forward the report to the Manager for review.
7. The Manager will review the report and associated documentation and will provide input within 10 calendar days with the Title VI Coordinator, and have any modifications implemented as needed.
8. Galveston's final investigative report and a copy of the complaint will be forwarded to FTA within 60 calendar days of the acceptance of the complaint. Galveston will notify the parties of its preliminary findings.

CHAPTER ill-7: REQUIREMENT TO RECORD AND REPORT TRANSIT-RELATED TITLE VI INVESTIGATIONS, COMPLAINTS AND LAWSUITS

There were no transit-related Title VI investigations, complaints, and/or lawsuits in the past three (3) years.

	Date <i>(Month, Day, Year)</i>	Summary <i>(include basis of complaint: race, color, or national origin):</i>	Status	Action(s) Taken
Investigations				
1	None			
2				
3				
Lawsuits				
1	None			
2				
3				
Complaints				
1	None			
2				
3				

CHAPTER ill-8: PROMOTING INCLUSIVE PUBLIC PARTICIPATION

Galveston will maintain a public participation process for all transportation planning and/or construction projects.

City Council Meetings are all open to the public. Meeting informational material can be made available in Spanish upon request with three (3) days' notice, as stated on the public notice for each meeting. Upon request, Galveston has a bilingual staff member at the meetings to translate. Oral comments can be translated as necessary. Galveston utilizes multiple media outlets to advertise important meetings such as newspapers, website, and television notices. Galveston will consider the time and location for any other type of committee meeting to encourage the most participation. Transportation options will be available to interested individuals.

Island Transit and the Planning Department and Public Works Department annually update and coordinate Galveston's future plans for transportation improvement programs and projects. The update also informs other Galveston jurisdictions of the current planning direction for transportation needs. Projects included in the update are the result of evaluation and prioritization of needs in various transportation areas. The evaluation process includes input from various divisions in the department, cities, local jurisdictions and organizations, citizen groups, and private individuals. The Regional MPO is also updated and public meetings are held on regional transportation plans.

In addition, Island Transit utilizes a comprehensive transportation planning process which incorporates input from the public. The process further entails the monitoring and collection of varied data pertaining to transportation issues.

The public outreach and involvement activities conducted by the Galveston since the last Title VI Program submission are summarized in the table below.

Galveston Department	Activity	Communication Method (Public Notice, Posters, Social Media)
Community	Galveston Listens - Official City of Galveston Facebook Group	Social Media Outreach, feedback
City Council	City Council Meetings	Public notice, social media office fliers, television notice, Facebook Livestreaming, television broadcast
Public Works	Transportation Improvement Programs and Projects Public Outreach	Public notice, television notice, social media
Community	This is My Galveston for public comments- http://www.galvestontx.gov/891/This-Is-My-Galveston	Website posting, social media, transparency web links

**CHAPTER iii-9: REQUIREMENT TO PROVIDE MEANINGFUL ACCESS TO LEP PERSONS
GALVESTON LIMITED ENGLISH PROFICIENCY FOIR FACTOR ANALYSIS**

Factor 1 Assessing the Number or Proportion of LEP Individuals served or Encountered in Eligible Service Population

(a) How LEP persons interact with the recipient's agency

LEP individuals would come in contact with Galveston when scheduling a limited-eligibility demand response trip or using fixed route when boarding, riding, and alighting the fixed route service, scheduling and riding Americans with Disabilities Act (ADA) paratransit services, as well as during the planning, procurement, and construction of federally-approved transit and pedestrian capital projects.

(b) Identification of LEP communities, and assessing the number or proportion of LEP persons from each language group to determine the appropriate language services for each language group

According to the American Community Survey 2011-2015 data, there is 8.4 percent of Galveston population who speak English "less than well." The percentage of Spanish-speaking individuals who reported speaking English "less than well" is 6.8 percent of the total population, or 3,131 individuals. For Spanish, the percentage and population meet the minimum Safe Harbor threshold with over 5% or 1,000 individuals of the service area population who speak English "less than well."

2011-2015 5-Year American Community Survey Data City of Galveston Limited English Proficiency							
Language	Speak English "very well"		Speak English "less than well"		Total Number	Total	
	Number	Percent	Number	Percent		Percent of Total Language Sub Group	Speaking Less than Well Percent of Total Population
Total							
Speak only English					33,801	72.91%	
Spanish or Spanish Creole	6,559	67.69%	3,131	32.31%	9,690	20.90%	6.75%
French incl. Patois, Ca'm)				5.41%	351	0.76%	0.04%
French Creole		81.82%		18.18%	22	0.05%	0.01%
Italian	104	72.22%	40	27.78%	144	0.31%	0.09%
Portuguese or Portuguese Creole	64	65.98%	33	34.02%	97	0.21%	0.07%
German	94	82.46%	20	17.54%	114	0.25%	0.04%
Yiddish	0	0.00%	0	0.00%	0	0.00%	0.00%
Other West Germanic languages	22	100.00%	0	0.00%	22	0.05%	0.00%
Scandinavian languages	0	0.00%	0	0.00%	0	0.00%	0.00%
Greek	56	80.00%	14	20.00%	70	0.15%	0.03%
Russian	43	69.35%	19	30.65%	62	0.13%	0.04%
Polish	31	100.00%	0	0.00%	31	0.07%	0.00%
Serbo-Croatian	0	0.00%	3	100.00%	3	0.01%	0.01%
Other Slavic languages	91	86.67%	14	13.33%	105	0.23%	0.03%
Armenian	0	0.00%	0	0.00%	0	0.00%	0.00%
Persian	11	84.62%	2	15.38%	13	0.03%	0.00%
Gujarati	88	100.00%	0	0.00%	88	0.19%	0.00%
Hindi	105	100.00%	0	0.00%	105	0.23%	0.00%
Urdu	91	80.53%	22	19.47%	113	0.24%	0.05%
Other Indic languages	115	87.79%	16	12.21%	131	0.28%	0.03%
Other Indo-European languages	14	100.00%	0	0.00%	14	0.03%	0.00%
Chinese	92	23.90%	293	76.10%	385	0.83%	0.63%

Japanese	69	70.41%	29	29.59%	98	0.21%	0.06%
Korean	16	28.07%	41	71.93%	57	0.12%	0.09%
Mon-Khmer, Cambodian	0	0.00%	0	0.00%	0	0.00%	0.00%
Hmong	0	0.00%	0	0.00%	0	0.00%	0.00%
Thai	0	0.00%	13	100.00%	13	0.03%	0.03%
Laotian	0	0.00%	0	0.00%	0	0.00%	0.00%
Vietnamese	32	57.14%	24	42.86%	56	0.12%	0.05%
Other Asian languages	212	87.24%	31	12.76%	243	0.52%	0.07%
Tagalog	226	74.34%	78	25.66%	304	0.66%	0.17%
Other Pacific Island languages	0	0.00%	0	0.00%	0	0.00%	0.00%
Navajo	0	0.00%	0	0.00%	0	0.00%	0.00%
Other Native North American languages	0	0.00%	0	0.00%	0	0.00%	0.00%
Hungarian	19	50.00%	19	50.00%	38	0.08%	0.04%
Arabic	101	83.47%	20	16.53%	121	0.26%	0.04%
Hebrew	33	100.00%	0	0.00%	33	0.07%	0.00%
African languages	9	33.33%	18	66.67%	27	0.06%	0.04%
Other and unspecified languages	7	100.00%	0	0.00%	7	0.02%	0.00%
Survey: 2011-2015 American Community Survey 5-Year Estimates LANGUAGE SPOKEN AT HOME BY ABILITY TO SPEAK ENGLISH FOR THE POPULATION 5 YEARS AND OVER -Table B16001 Universe: Population 5 years and over							

(c) *The literacy skills of LEP populations in their native languages, in order to determine whether translation of documents will be an effective practice*

Galveston has not monitored the literacy rates of LEP populations in their native languages; however, Galveston provides both written and spoken translations in order to serve the LEP population effectively. Galveston will continue to provide written translations in Spanish, but will document when requested to translate information orally. Requests for oral translations in any languages will be documented as well.

(d) *Whether LEP persons are underserved by the recipient due to language barriers*

Presently, there are no known language barriers that cause LEP persons to be underserved. Galveston will notify LEP persons of their rights and will monitor complaints about barriers.

Factor 2: Assessing the Frequency with Which LEP Individuals Come into Contact with your programs, activities, and services

Galveston will utilize FTA funds in order to operate transit service and develop transit and pedestrian infrastructure that facilitates access the transit services. As stated in Factor 1, LEP individuals would come in contact with Galveston when scheduling a limited-eligibility demand response trip or using fixed route when boarding, riding, and alighting the fixed route service, scheduling and riding Americans with Disabilities Act (ADA) paratransit services, as well as during the planning, procurement, and construction of federally-approved transit and pedestrian capital projects. Galveston will make the fact known during all public involvement programs, procurement, advertising, and other instances regarding transit that documents, instructions and other important materials can be translated into Spanish at no cost to the user. Very rarely does any of the construction require any detours or significant changes to accessing public transportation, so there would be minimal disruption for transit users. In the instance where there are disruptions, Galveston will address any concerns with appropriate measures.

To assist analyzing how frequently LEP individuals come in contact with Island Transit services, Galveston staff will track and analyze number of phone calls and need for interpretation,

translation requests for ADA Paratransit Eligibility Forms, request for translations for Title VI Complaint Forms and bus driver reports of requests and questions from LEP individuals.

Factor 3: Assessing the Nature and Importance of Program, Activity or Service

As stated in the Factor 2 analysis, Galveston will utilize PTA funds for operations of the fixed route and ADA paratransit services and for the construction of pedestrian infrastructure. Galveston will provide notifications of major changes in service in English and Spanish. The planning of transit services and programs will provide benefit to all users of transit services. The construction of terminals, sidewalks, ADA-accessible ramps, pedestrian lighting, signalization and all other pedestrian access improvements provides benefit to all users of transit services. Galveston believes the most important services to LEP individuals are fixed route services to employment, shopping and medical care, public announcement about service changes, and ADA paratransit services to medical care and employment. Galveston will be able to translate all essential documents and instructions into Spanish by utilizing bilingual staff persons or professional translation services. Galveston will find out the most important resources for LEP individuals through the public engagement process.

Factor 4: Assessing the Resources Available to Transit and Costs

Galveston staff will have the ability to translate oral conversations from English to Spanish, or vice versa. Galveston will translate vital written documentation, such as public notices, advertisements, rider's guide and forms, from English to Spanish, or vice versa. Language assistance training will be provided in conjunction with other staff training to identify resources and procedures when communicating with LEP individuals. Galveston determined that the staff time utilized in translating documents is estimated to cost between \$500 and \$1,000. The costs of printing vital documents into Spanish are estimated to cost between \$1,000 and \$2,000. These listed efforts and other LEP-related efforts are estimated to be between \$1,500 and \$3,000 a year and are absorbed into Island Transit's annual budget.

LANGUAGE ASSISTANCE PLAN (LAP) IMPLEMENTATION PLAN

Task 1 - Identifying LEP Individuals Who Need Language Assistance

Number or Proportion of LEP Persons served or Encountered in Eligible Service Population

According to the American Community Survey 2011-2015 data, there is 8.4 percent of Galveston population who speak English "less than well." The percentage of Spanish-speaking individuals who reported speaking English "less than well" is 6.8 percent of the total population, or 3,131 individuals. For Spanish, the percentage and population meet the minimum Safe Harbor threshold with over 5% or 1,000 individuals of the service area population who speak English "less than well."

2011-2015 5-Year American Community Survey Data City of Galveston Limited English Proficiency

Language Spoken at Home	Speak English "very well"		Speak English "less than well"		Total		
	Number "very well"	Percent	Number "less than well"	Percent	Total Number	Percent of Total Language Sub-Group	Speaking Less than Well Percent of Total Population
Total population					46,358		
Speak only English					33,801	72.91%	
Spanish or Spanish Creole	6,559	67.69%	3,131	32.31%	9,690	20.90%	8.4%
French (incl. Patois, Cajun)	332	94.59%	19	5.41%	351	0.76%	0.04%
French Creole	18	81.82%	4	18.18%	22	0.05%	0.01%
Italian	104	72.22%	40	27.78%	144	0.31%	0.09%
Portuguese or Portuguese Creole	64	65.98%	33	34.02%	97	0.21%	0.07%
German	94	82.46%	20	17.54%	114	0.25%	0.04%
Yiddish	0	0.00%	0	0.00%	0	0.00%	0.00%
Other West Germanic languages	22	100.00%	0	0.00%	22	0.05%	0.00%
Scandinavian languages	0	0.00%	0	0.00%	0	0.00%	0.00%
Greek	56	80.00%	14	20.00%	70	0.15%	0.03%
Russian	43	69.35%	19	30.65%	62	0.13%	0.04%
Polish	31	100.00%	0	0.00%	31	0.07%	0.00%
Serbo-Croatian	0	0.00%	3	100.00%	3	0.01%	0.01%
Other Slavic languages	91	86.67%	14	13.33%	105	0.23%	0.03%
Armenian	0	0.00%	0	0.00%	0	0.00%	0.00%
Persian	11	84.62%	2	15.38%	13	0.03%	0.00%
Gujarati	88	100.00%	0	0.00%	88	0.19%	0.00%
Hindi	105	100.00%	0	0.00%	105	0.23%	0.00%
Urdu	91	80.53%	22	19.47%	113	0.24%	0.05%
Other Indic languages	115	87.79%	16	12.21%	131	0.28%	0.03%
Other Indo-European languages	14	100.00%	0	0.00%	14	0.03%	0.00%
Chinese	92	23.90%	293	76.10%	385	0.83%	0.63%
Japanese	69	70.41%	29	29.59%	98	0.21%	0.06%
Korean	16	28.07%	41	71.93%	57	0.12%	0.09%
Mon-Khmer, Cambodian	0	0.00%	0	0.00%	0	0.00%	0.00%
Hmong	0	0.00%	0	0.00%	0	0.00%	0.00%
Thai	0	0.00%	13	100.00%	13	0.03%	0.03%
Laotian	0	0.00%	0	0.00%	0	0.00%	0.00%
Vietnamese	32	57.14%	24	42.86%	56	0.12%	0.05%
Other Asian languages	212	87.24%	31	12.76%	243	0.52%	0.07%
Ta-locr	226	74.34%	78	25.66%	304	0.66%	0.17%
Other Pacific Island languages	0	0.00%	0	0.00%	0	0.00%	0.00%
Navajo	0	0.00%	0	0.00%	0	0.00%	0.00%
Other Native North American languages	0	0.00%	0	0.00%	0	0.00%	0.00%
Hungarian	19	50.00%	19	50.00%	38	0.08%	0.04%
Arabic	101	83.47%	20	16.53%	121	0.26%	0.04%

Hebrew	33	100.00%	0	0.00%	33	0.07%	0.00%
African languages	9	33.33%	18	66.67%	27	0.06%	0.04%
Other and unspecified languages	7	100.00%	0	0.00%	7	0.02%	0.00%
Survey: 2011-2015 American Community Survey 5-Year Estimates LANGUAGE SPOKEN AT HOME BY ABILITY TO SPEAK ENGLISH FOR THE POPULATION 5 YEARS AND OVER - Table B16001 Universe: Population 5 years and over							

Frequency with Which LEP Individuals Come Into Contact with your Programs, Activities and Services

Galveston will utilize FTA funds in order to operate transit service and develop transit and pedestrian infrastructure that facilitates access to the transit services. LEP individuals would come in contact with Galveston when scheduling a limited-eligibility demand response trip or using fixed route when boarding, riding, and alighting the fixed route service, scheduling and riding Americans with Disabilities Act (ADA) paratransit services, as well as during the planning, procurement, and construction of federally-approved transit and pedestrian capital projects. Galveston will make the fact known during all public involvement programs, procurement, advertising, and other instances regarding transit that documents, instructions and other important materials can be translated into Spanish at no cost to the user. Very rarely does any of the construction require any detours or significant changes to accessing public transportation, so there would be minimal disruption for transit users. In the instance where there are disruptions, Galveston will address any concerns with appropriate measures.

To assist in analyzing how frequently LEP individuals come in contact with Island Transit services, Galveston staff will track and analyze number of phone calls and need for interpretation, translation requests for ADA Paratransit Eligibility Forms, request for translations for Title VI Complaint Forms and bus driver reports of requests and questions from LEP individuals.

Task 2 - Language Assistance Measures

1. Galveston/Island Transit employees are connected by radio or telephone, and the Human Resources Department maintains a call list of employees that are available to provide language assistance.
2. Employment opportunities are advertised through the Texas Employment Commission in several languages including Spanish.
3. Published informational materials regarding transit services are written in Spanish and English.
4. Galveston maintains a TDD line for the hearing impaired.

Task 3 - Providing Notice to LEP Persons

The Title VI Notice to the Public will be posted on Island Transit's website, on buses, and at other strategic locations throughout Galveston.

Task 4 - Monitoring and Evaluating Language Access Plan

Galveston will monitor the number of requests for Spanish translation for transit programs and services and note any comments and complaints about translations or language assistance. The Language Access Plan will be updated to reflect any trends or common complaints.

Task 5 - Training Staff

Training in LEP language assistance measures will be provided in conjunction with orientation for new employees to identify resources and procedures when communicating with LEPs.

CHAPTER iii-10: MINORITY REPRESENTATION ON PLANNING AND ADVISORY BODIES

Galveston will actively encourage committee membership by all interested parties regardless of race, color or national origin. Currently, Galveston does not have any planning or advisory bodies with non-elected individuals, but a City Council Member is a member of the Houston- Galveston Area Council Intermodal Transportation Committee (ITC).

Below is the 2010 US Census City of Galveston population percentages based on race.¹

<i>Body</i>	<i>Caucasian</i>	<i>Hispanic/ Latino</i>	<i>African- American</i>	<i>Asian- American</i>	<i>Native Americans</i>	<i>Two or More Races</i>
City Population	45.0%	31.3%	18.6%	3.1%	0.4%	1.4%

CHAPTER 111-12: MONITORING SUBRECIPIENTS

Galveston does not distribute FTA funds to subrecipients.

CHAPTER iii-13: DETERMINATION OF SITE OR LOCATION OF FACILITIES

In the past three years, Galveston has not constructed any new transit facilities. Any construction of transit facilities receiving federal financial assistance within Galveston will perform a Title VI site equity analysis during the planning stage with regard to the location of the facility.

CHAPTER IV-4: REQUIREMENT TO SET SYSTEM-WIDE SERVICE STANDARDS AND POLICIES

Galveston only owns 30 transit vehicles and does not operate more than 50 fixed route vehicles in peak service.

SERVICE STANDARDS

Vehicle Load Standards

The average of all loads during the peak operating period should not exceed the vehicle's achievable capacities, including the following:

Vehicle Type	Type of Service*	Number of Vehicles	Number of Seated Passengers	Number of Standing Passengers	Total Number of Passengers	Load Capacity
Gill	CM	8	32	12	44	100%
CbevyC	CM,FR	11	30	10	40	100%
FordF-450	DR	5	16	0	16	100%
FordE-550	CM,FR	6	30	10	40	100%

* CM = Commuter Services, FR = Fixed Route, DR= Demand Response

Vehicle Headway Standards

Fixed-route bus service operates between 30- and 60-minute headways Mondays through Saturday 6:00 a.m. to 11:30 p.m., and 60-minute headways Sundays 8:00 a.m. to 7:00 p.m. Commuter bus services operate between 20- and 50-minute headways on weekdays between 5:30 a.m. and 9:45 a.m., and 3:30 p.m. and 8:25 p.m. Victory Lakes Park and Ride runs between

¹ Source: U.S. Census Bureau, 2010 Census. Table P9 - Hispanic or Latino, and Not Hispanic or Latino by Race. Universe: Total Population

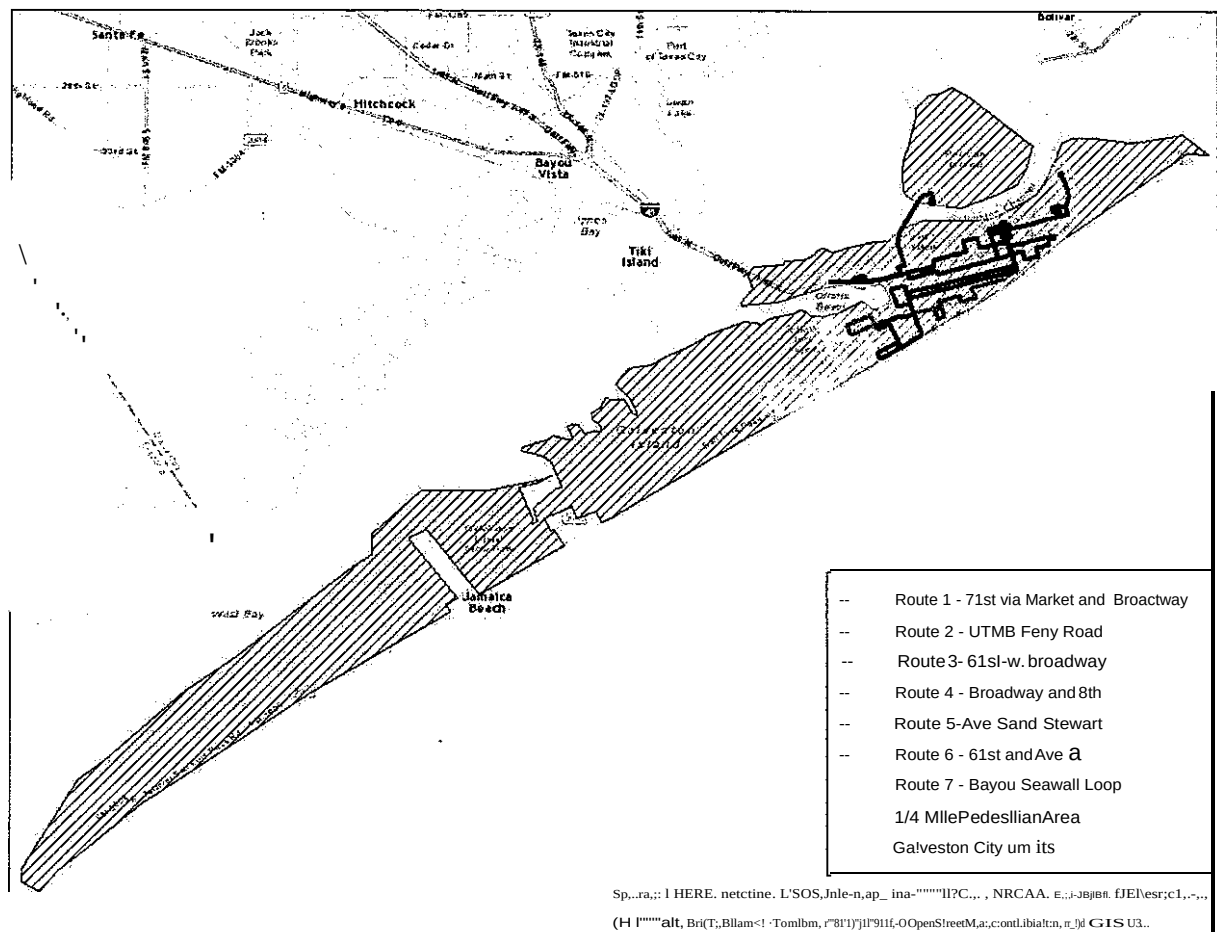
20- and 30-minute headways for its commuter service. Mall of the Mainland Park and Ride runs between 30- and 50-minute headways for its service.

On-Time Performance Standards

A fixed-route bus service, commuter bus service, or demand-response vehicle is considered "on-time" if it departs a scheduled time point no more than five (5) minutes early or no more than five (5) minutes late. Island Transit's on-time performance objective is 90% or greater. Island Transit monitors on-time performance and system performance through operator's log. The results can be made available upon request.

Service Availability Standards

Island Transit fixed-route bus service operates throughout the City of Galveston. The following map depicts the service area for the fixed-route bus service with a ¼-mile pedestrian area in the City. The fixed-route bus service covers 17.83% of the city limits area, focused in the downtown Galveston area on the east side of Galveston Island.



SERVICE POLICIES

Vehicle Assignment Policy

Island Transit fixed-route and commuter service operates 44-passenger Gillig bus and 40-passenger Chevy C bus equipped with wheelchair lifts or ramps to make them 100% ADA

accessible. All fixed route and commuter service vehicles are equipped with air-conditioning and heating. The Gillig buses are used at the Victory Lakes Park and Ride due to higher ridership for the service, and the Chevy C buses at the Mall of the Mainland Park and Ride. Five 2012 Gillig buses were procured for the Victory Lakes Park and Ride, but the Gulf Coast Center, a partner in this service, are currently seeking to procure three more buses for both park and ride systems. Buses of different ages will be evenly dispersed over both park and rides. These Gillig fixed route vehicles have a TxDOT recommended life-expectancy of twelve (12) years or 500,000 miles (or approximate 41,000 miles per year). These Chevy C fixed route vehicles have a TxDOT recommended life-expectancy of seven (7) years or 200,000 miles (or approximately 30,000 miles per year). Vehicles are randomly rotated to make sure all vehicles are used system- wide. Vehicles will be assigned to the fixed route and consumer services such that the average age of the fleet serving both services does not exceed seven (7) years.

Transit Amenities Policy

(a) Seating

Installation of benches or seats at stops or stations along fixed routes which are planned by the Island Transit is based on the number of passengers boarding at each particular bus stop and along each route.

(b) Bus and rail shelters and rail platform canopies

Installation of bus shelters along fixed routes or trolley stations along the fixed trolley route is based on the number of passengers boarding at each particular stop.

(c) Provision of information

System maps, schedules and service information (rider's guides, applications) will be distributed across all transit vehicles (fixed route, ADA, Demand Response). Installation of signage and digital equipment along fixed routes is based on the number of passengers boarding at each bus stop.

(d) Escalators

Escalators are not needed at any transit stop and there are not escalators at any transit facility.

(e) Elevators

Elevators are not needed at any transit stop. All transit facilities are built to be accessible. If there are stairs at a transit facility, Island Transit will install an elevator in order to be fully accessible.

(f) Waste receptacles (including trash and recycling)

Installation of waste receptacles is based on the number of passengers boarding at each particular fixed route stop or if a need is perceived through comments or complaints.

APPENDIXA-TITLE VI COMPLAINT FORM

The City of Galveston is committed to ensuring that no person is excluded from participation in or denied the benefits of its services on the basis of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964, as amended. Title VI complaints must be filed within 180 days from the date of the alleged discrimination.

The following information is necessary to assist us in processing your complaint. If you require any assistance in completing this form, please contact the Galveston Title VI Contractor by calling (409) 797-3900. The completed form must be returned to the Title VI Contractor, 3115

~~Market Street Galveston Texas 77550~~

Your Name:	Phone:
Street Address:	Alt Phone:
	City, State & Zip Code:
Person(s) discriminated against (if someone other than complainant): Name(s):	
Street Address, City, State & Zip Code:	

Which of the following best describes the reason for the alleged discrimination took place? (Circle one)

- Race
- Color
- National Origin (Limited English Proficiency)

Date of

Incident: _____

Please describe the alleged discrimination incident. Provide the names and title of all Galveston employees involved if available. Explain what happened and whom you believe was responsible. Please use the back of this form if additional space is required.

The City of Galveston

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Agency:	Contact Name:
Street Address, City, State & Zip Code:	Phone
Agency:	Contact Name:
Street Address, City, State & Zip Code:	Phone
Complainants Signature:	Date:

Date Received: _____
Review By: _____

FORMULARIO DE QUEJAS DEL TITULO VI

La Ciudad de Galveston esta comprometida a garantizar que ninguna persona sea excluida de participar o se le sean negados los beneficios de sus servicios sobre la base de raza, color u origen nacional, conforme a lo dispuesto por el Titulo VI de! Acta de Derechos Civiles de 1964. Las quejas conforme al Titulo VI deben ser presentadas dentro de los 180 dias siguientes a la fecha de la supuesta discriminaci6n.

La siguiente informaci6n es necesaria para ayudarnos a procesar su queja. Si necesita ayuda para completar este formulario, por favor p6ngase en contacto con el Coordinador de Titulo VI de Galveston al (409) 797-3900. El formulario completo debera ser devuelto a la siguiente direcci6n: A Coordinador de Titulo VI de la Ciudad de Galveston, 3115 Market Street, Galveston, Texas 77550.

Nombre:	Telefono:
Direcci6n residencial:	Telefono Alternativo:
	Ciudad, Estado, y C6digo Postal:
Persona(s) contra la(s) que se discrimin6 (si nose trata de la persona que presenta la queja):	
Nombre(s):	
Direcci6n residencial, Ciudad, Estado, y C6digo Postal:	

¿Cual de los siguientes casos describe mejor la razon de la presunta discriminaci6n? (Circule una opci6n)

- Raza
- Color
- Origen nacional (Conocimiento limitado de! ingles)

Fecha de! incidente:

Por favor describa el presunto incidente discriminatorio. Proporcione los nombres y puestos de todos los empleados de la Ciudad de Galveston que estuvieron involucrados, si estan disponibles. Explique lo que fue lo que sucedi6 y quien considera que fue responsable. Por favor use el reverso de este formulario si requiere espacio adicional.

FORMULARIO DE QUEJAS DEL TÍTULO VI

La Ciudad de Galveston

Por favor describa el presunto incidente discriminatorio (continuación)

¿Ha presentado usted una queja ante alguna otra agencia federal, estatal o local?

(Marque con un círculo) **Si / No**

Si la respuesta es "Si," indique a continuación la agencia o agencias y la información de contacto:

Agencia:	Nombre de contacto:
Dirección, Ciudad, Estado, Código postal:	Teléfono:
Agencia:	Nombre de contacto:
Dirección, Ciudad, Estado, Código postal:	Teléfono:

Firma de quien presenta la queja	Fecha
----------------------------------	-------

Imprima el nombre de quien presenta la queja

| Date Received: _____

Review By:

APPENDIX 8 - RESOLUTION OF TITLE VI PROGRAM APPROVAL

APPENDIX C - PROCEDIMIENTOS DE QUEJA Y FORMULARIO DE QUEJA

Estos procedimientos cubren todas las quejas presentadas conforme al Título VI de la Ley de Derechos Civiles de 1964, según enmendada, en relación con cualquier transporte, programa o actividad que reciba asistencia financiera federal administrada por Galveston o subcontratantes y contratistas. El programa también se lleva a cabo de acuerdo con la Circular 4702.1B de FTA. El formulario de queja de Galveston se encuentra en el Apéndice A.

Los procedimientos no niegan el derecho del reclamante a presentar quejas formales con otras agencias estatales o federales ni a buscar un abogado privado para las quejas que aleguen discriminación. Galveston tiene autoridad para aceptar quejas de investigación, pero los denunciantes también pueden presentar quejas ante TxDOT o la Administración Federal de Tránsito (FTA) dentro de los 180 días posteriores al presunto delito. Si desea presentar una queja con TxDOT, envíe la queja por escrito a TxDOT Public Transportation, 3712 Jackson Avenue, Building 6, 5th floor, Austin, Texas 78731. Si desea presentar una queja con FTA, envíe la queja por escrito al FTA Region VI, 819 Taylor Street, habitación 8A36, Fort Worth, TX 76102.

Se hará todo lo posible para obtener una resolución temprana de las quejas. El Coordinador del Título VI hará todo lo posible para buscar una resolución de la queja. Las entrevistas iniciales con el reclamante y el demandado solicitarán información con respecto a las oportunidades de remedio y solución específicamente solicitadas.

PROCEDIMIENTOS

Cualquier persona, grupo de personas o entidad que crea que ha sido víctima de discriminación por motivos de raza, color u origen nacional-tal como lo prohíben las disposiciones de Galveston de no discriminación de! Título VI-puede presentar una queja por escrito. Una queja formal se debe presentar dentro de los 180 días posteriores a la supuesta ocurrencia, o cuando la supuesta discriminación fue conocida por el reclamante. La queja será tratada de la siguiente manera:

- I. El reclamante deberá realizar las siguientes actividades:
 - a. Presentar la fecha del presunto acto de discriminación (fecha en que los reclamantes tuvieron conocimiento de la supuesta discriminación; o la fecha en que se interrumpió esa conducta; o la última instancia de la conducta).
 - b. Presentar una descripción detallada de los problemas, incluyendo los nombres y títulos de trabajo de todas las partes involucradas en la queja.
 - c. Debe ser por escrito y firmado por el denunciante (s).
 - d. La queja deberá estar por escrito y firmada por el reclamante o reclamantes.
 1. Las acusaciones o alegaciones recibidas por fax o correo electrónico serán reconocidas y procesadas siempre y cuando la(s) identidad(es) del (de los) reclamante(s) y la intención de queja sean firmadas por el (los) reclamante(s). Es decir, el fax o correo original deberán ser firmados por el (los) reclamante(s) antes de ser enviados a Galveston para ser procesados.

1. Las acusaciones o alegaciones recibidas por telefono seran escritas y provistas al reclamante para ser confirmadas o revisadas antes de ser procesadas. El reclamante recibira un formulario de queja que debera ser completada, firmada y devuelta a Galveston para ser procesada.
9. La aceptaci6n de una queja dependera de los siguientes factores:
 - a. Si la queja es presentada a tiempo; o
 - b. Si las alegaciones involucran una queja de! Titulo VI de raza, color u origen nacional.
10. Una queja puede ser desestimada por las siguientes razones:
 - a. El reclamante solicita el retiro de la queja; o
 - b. El reclamante no responde a las repetidas solicitudes de proveer informaci6n adicional necesarias para procesar la queja; o
 - c. El reclamante no puede ser localizado despues de varios intentos.
11. Galveston notificara al Coordinador de Transporte Publico Local de TxDOT o PTC por correo electr6nico dentro de los 10 dias habiles posteriores a la recepci6n de la queja de! Titulo VI.
12. Dentro de los 40 dias calendarios de la aceptaci6n de la queja, el Coordinador de! Titulo VI preparara un informe de investigaci6n.
 - a. El informe incluira una descripci6n narrativa de! incidente, identificaci6n de las personas entrevistadas, hallazgos y recomendaciones para la disposici6n.
13. El Coordinador de! Titulo VI enviara el informe al gerente para su revision.
14. El gerente revisara el informe y la documentaci6n asociada y proporcionara comentarios dentro de 10 dias calendarios al Coordinador de! Titulo VI, y se implementaran las modificaciones necesarias.
15. El informe final de investigaci6n de Galveston y una copia de la queja seran enviadas a PTA dentro de los 60 dias calendarios posteriores a la aceptaci6n de la queja. Galveston notificara a las partes sobre sus conclusiones preliminares.

TITLE VI COMPLAINT PROCEDURES

These procedures cover all complaints filed under Title VI of the Civil Rights Act of 1964 as amended, relating to any transportation or program or activity receiving federal financial assistance administered by Galveston or sub-recipients and contractors. The program is also conducted in accordance with FTA Circular 4702.IB. Galveston's Compliant Form is provided in **Appendix A**.

The procedures do not deny the right of the complainant to file formal complaints with other state or federal agencies or to seek private counsel for complaints alleging discrimination. Galveston has authority for accepting complaints for investigation, but complainants may also file complaints with TxDOT or the Federal Transit Administration within 180 days of the alleged offense. If you would like to file with TxDOT, please send a written complaint to TxDOT Public Transportation, 3712 Jackson Avenue, Building 6, 5th floor, Austin, Texas 78731. If you would like to file with FTA, please send a written complaint to FTA Region VI, 819 Taylor Street, Room 8A36, Fort Worth, TX 76102.

Every effort will be made to obtain early resolution of complaints at the lowest level possible. The Title VI Coordinator will make every effort to pursue a resolution of the complaint. Initial interviews with the complainant and the respondent will request information regarding specifically requested relief and settlement opportunities.

PROCEDURES

Any individual, group of individuals or entity that believes they have been subjected to discrimination on the basis of race, color, or national origin, as prohibited by Title VI nondiscrimination provisions by Galveston, may file a written complaint. A formal complaint must be filed within 180 calendar days of the alleged occurrence, or when the alleged discrimination became known to the complainant. The complaint will be addressed in the following procedure:

1. The complainant must perform the following activities:
 - a. Present the date of the alleged act of discrimination (date when the complainant(s) became aware of the alleged discrimination; or the date on which that conduct was discontinued or the latest instance of the conduct).
 - b. Present a detailed description of the issues including names and job title of perceived parties in the complaint.
 - c. Shall be in writing and signed by the complainant(s).
 - i. Allegations received by fax or e-mail will be acknowledged and processed, once the identity(ies) of the complainant(s) and the intent is required to mail a signed, original copy of the fax or e-mail transmittal for Galveston to be able to process it.

- ii. Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. A complaint form will be forwarded to the complainant for him/her to complete, sign and return to Galveston for processing.
2. Acceptance of a complaint will be determined by:
 - a. Whether the complaint is timely filed; or
 - b. Whether the allegations involve a Title VI complaint of race, color, or national origin.
3. A complaint may be dismissed for the following reasons:
 - a. The complainant requests the withdrawal of the complaint;
 - b. The complainant fails to respond to repeated requests for additional information needed to process complaint; or
 - c. The complainant cannot be located after reasonable attempts.
4. Galveston will notify their TxDOT PTC by email within 10 working days of the receipt of a Title VI complaint.
5. Within 40 calendar days of the acceptance of the complaint, an investigative report will be prepared by the Title VI Coordinator.
 - a. The report shall include a narrative description of the incident, identification of persons interviewed, findings and recommendations for disposition.
6. The Title VI Coordinator will forward the report to the Manager for review.
7. The Manager will review the report and associated documentation and will provide input within 10 calendar days with the Title VI Coordinator, and have any modifications implemented as needed.

Galveston's final investigative report and a copy of the complaint will be forwarded to FTA within 60 calendar days of the acceptance of the complaint. Galveston will notify the parties of its preliminary findings.

TITLE VI COMPLAINT FORM

The City of Galveston is committed to ensuring that no person is excluded from participation in or denied the benefits of its services on the basis of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964, as amended. Title VI complaints must be filed within 180 days from the date of the alleged discrimination.

The following information is necessary to assist us in processing your complaint. If you require any assistance in completing this form, please contact the Galveston Title VI Contractor by calling (409) 797-3900. The completed form must

be returned to the Title VI Contractor, 3115 Market Street Galveston Texas 77550	Your Name	Phone:
Street Address:	Alt Phone:	
	City, State & Zip Code:	
Person(s) discriminated against (if someone other than complainant): Name(s):		
Street Address, City, State & Zip Code:		

Which of the following best describes the reason for the alleged discrimination took place?
(Circle one)

- Race
- Color
- National Origin (Limited English Proficiency)

Date of
Incident:

Please describe the alleged discrimination incident. Provide the names and title of all Galveston employees involved if available. Explain what happened and whom you believe was responsible. Please use the back of this form if additional space is required.

TITLE VI COMPLAINT FORM

The City of Galveston

Please describe the alleged discrimination incident
(continued)

Have you filed a complaint with any other federal, state or local agencies? (Circle one) Yes / No If so, list agency/ agencies and contact information below:

Agency:	Contact Name:
Street Address, City, State & Zip Code:	Phone

Agency:	Contact Name:
Street Address, City, State & Zip Code:	Phone

Complainants Signature:	Date:
-------------------------	-------

Print or Type Name of Complainant

Date Received: _____
Review By: _____

Updated Website Copy

<http://www.galvestontx.gov/551/FTA-Civil-Rights-Discrimination-Notice>

<http://www.galvestoncountytexas.gov/Pages/TitleVIProtection.aspx3>

FTA Civil Rights & Discrimination Notice

The City of Galveston hereby gives public notice that it is Galveston's policy to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance.

For more information on Galveston's civil rights program, individuals may obtain the Title VI plan by phone (409) 797-3900, by mail, by email LZuniga@GalvestonTX.Gov, or by visiting Island Transit administrative office at 3115 Market Street, Galveston, Texas 77550.

Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with Galveston. Any such complaint must be in writing or by phone and filed with Galveston Title VI Coordinator within one hundred and eighty (180) days following the date of the alleged discriminatory occurrence. Title VI Discrimination Complaint Forms may be obtained from the Island Transit administrative office at no cost to the complainant by calling 281-210-3839.

If you would like to file with Federal Transit Administration (FTA) Regional Office, please send a written complaint to FTA Region VI, 819 Taylor Street, Room 8A36, Fort Worth, TX 76102. A complainant may also file a complaint directly with the FTA by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.

This notice is to be posted in the office of Island Transit, on the Island Transit website (<http://www.islandtransit.net>), on Island Transit buses and at other strategic transit terminal locations.

If information is needed in another language, contact Galveston's Title VI Coordinator at (409) 797-3900,

Notifica a Beneficiaries Acerca de la Protección Bajo el Título VI

Por medio de la presente, la Ciudad de Galveston le notifica al público su política de garantizar el pleno cumplimiento del Título VI del Acta de Derechos Civiles de 1964, la Ley de Restauración de los Derechos Civiles de 1987, y los estatutos y reglamentos relacionados a tales leyes, en todos los programas y actividades de la Ciudad. El Título VI establece que ninguna persona en los Estados Unidos de América puede ser excluida por motivos de raza, color u origen nacional, de la participación en, se le nieguen los beneficios de, o sea sometida a discriminación bajo cualquier programa o actividad que reciba asistencia financiera federal.

Para obtener más información acerca del Programa de Derechos Civiles de Galveston, las personas podrán obtener el plan del Título VI por teléfono (409) 797-3900, por correo, por correo electrónico (LZuniga@GalvestonTX.Gov), o visitando la oficina administrativa de Island Transit en 3115 Market Street, Galveston, Texas 77550.

Si usted cree haber sido perjudicado por una práctica discriminatoria e ilegal bajo el Título VI puede presentar una queja formal ante la Ciudad de Galveston. Las quejas pueden hacerse por escrito o por teléfono. Estas deben ser presentadas ante el Coordinador del Título VI de Galveston dentro de los ciento ochenta (180) días siguientes a la fecha de la ocurrencia discriminatoria alegada. Los Formularios de Queja de Discriminación del Título VI se pueden obtener en la oficina administrativa de Island Transit sin costo para el reclamante llamando al 281-210-3839.

Si desea presentar una queja ante la Oficina Regional de la Administración Federal de Tránsito (FTA), envíe una queja por escrito a FTA Region VI, 819 Taylor Street, Room 8A36, Fort Worth, TX 76102. Un denunciante también puede presentar una queja directamente con el FTA presentando una queja ante la Oficina de Derechos Civiles, Atención: Coordinador del Programa Título VI, East Building, 5th Floor- TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.

Este aviso se publicará en la oficina de Island Transit, en la página web de Island Transit (<http://www.islandtransit.net>), en los autobuses de Island Transit y en otros lugares estratégicos del terminal de tránsito.

Si necesita informaci6n en otro idioma, p6ngase en contacto con la Ciudad de Galveston a traves del (409) 797-3900.

City of Galveston, Island Transit Title VI Program

(DOC included in attachments)

Title VI Compliant Procedures

(DOC included in attachments)

Procedimientos de Queja y Formulario de Queja

(DOC included in attachments)

Discrimination Complaint Form

Individuals may download the discrimination complaint form below.

TxDOT 2193 - Title VI and ADA Complaint Form

<http://www.txdot.gov/txdot/forms/GetForm?formName=/2193.pdf&applD=/CIV&status=/reportError.jsp&configFile=WFServletConfig.xml>

TxDOT 2193s - Formulario de Denuncia de Discriminaci6n Externa

<http://www.txdot.gov/txdot/forms/GetForm?formName=/2193s.pdf&applD=/CIV&status=/reportError.jsp&configFile=WFServletConfig.xml>

Galveston Title VI Complaint Form

(DOC included in attachments)

Formulario de Quejas del Tltulo VI

(DOC included in attachments)

PROCEDIMIENTOS DE QUEJA DEL TÍTULO VI

Estos procedimientos cubren todas las quejas presentadas conforme al Título VI de la Ley de Derechos Civiles de 1964, según enmendada, en relación con cualquier transporte, programa o actividad que reciba asistencia financiera federal administrada por Galveston o subcontratantes y contratistas. El programa también se lleva a cabo de acuerdo con la Circular 4702.1B de FTA. El formulario de queja de Galveston se encuentra en el Apéndice A.

Los procedimientos no niegan el derecho del reclamante a presentar quejas formales con otras agencias estatales o federales ni a buscar un abogado privado para las quejas que aleguen discriminación. Galveston tiene autoridad para aceptar quejas de investigación, pero los denunciantes también pueden presentar quejas ante TxDOT o la Administración Federal de Tránsito (FTA) dentro de los 180 días posteriores al presunto delito. Si desea presentar una queja con TxDOT, envíe la queja por escrito a TxDOT Public Transportation, 3712 Jackson Avenue, Building 6, 5th floor, Austin, Texas 78731. Si desea presentar una queja con FTA, envíe la queja por escrito al FTA Region VI, 819 Taylor Street, habitación 8A36, Fort Worth, TX 76102.

Se hará todo lo posible para obtener una resolución temprana de las quejas. El Coordinador del Título VI hará todo lo posible para buscar una resolución de la queja. Las entrevistas iniciales con el reclamante y el demandado solicitarán información con respecto a las oportunidades de remedio y solución específicamente solicitadas.

PROCEDIMIENTOS

Cualquier persona, grupo de personas o entidad que crea que ha sido víctima de discriminación por motivos de raza, color u origen nacional-tal como lo prohíben las disposiciones de Galveston de no discriminación del Título VI-puede presentar una queja por escrito. Una queja formal se debe presentar dentro de los 180 días posteriores a la supuesta ocurrencia, o cuando la supuesta discriminación fue conocida por el reclamante. La queja será tratada de la siguiente manera:

- I. El reclamante deberá realizar las siguientes actividades:
 - a. Presentar la fecha del presunto acto de discriminación (fecha en que los reclamantes tuvieron conocimiento de la supuesta discriminación; o la fecha en que se interrumpió esa conducta; o la última instancia de la conducta).
 - b. Presentar una descripción detallada de los problemas, incluyendo los nombres y títulos de trabajo de todas las partes involucradas en la queja.
 - c. Debe ser por escrito y firmado por el denunciante (s).
 - d. La queja deberá estar por escrito y firmada por el reclamante o reclamantes.
 - i. Las acusaciones o alegaciones recibidas por fax o correo electrónico serán reconocidas y procesadas siempre y cuando la(s) identidad(es) del (de los) reclamante(s) y la intención de queja sean firmadas por el (los) reclamante(s). Es decir, el fax o correo original deberán ser firmados por el (los) reclamante(s) antes de ser enviados a Galveston para ser procesados.

- ii. Las acusaciones o alegaciones recibidas por telefono senin escritas y provistas al reclamante para ser confirmadas o revisadas antes de ser procesadas. El reclamante recibira un formulario de queja que debera ser completada, finnada y devuelta a Galveston para ser procesada.
- 1. La aceptaci6n de una queja dependera de los siguientes factores:
 - a. Si la queja es presentada a tiempo; o
 - b. Si las alegaciones involucran una queja de! Titulo VI de raza, color u origen nacional.
- 2. Una queja puede ser desestimada por las siguientes razones:
 - a. El reclamante solicita el retiro de la queja; o
 - b. El reclamante no responde a las repetidas solicitudes de proveer informaci6n adicional necesarias para procesar la queja; o
 - c. El reclamante no puede ser localizado despues de varios intentos.
- 3. Galveston notificara al Coordinador de Transporte Publico Local de TxDOT o PTC por correo electr6nico dentro de los 10 clias habiles posteriores a la recepci6n de la queja de! Titulo VI.
- 4. Dentro de los 40 clias calendarios de la aceptaci6n de la queja, el Coordinador de! Titulo VI preparara un informe de investigaci6n.
 - a. El informe incluire una descripci6n narrativa del incidente, identificaci6n de las personas entrevistadas, hallazgos y recomendaciones para la disposici6n.
- 5. El Coordinador de! Titulo VI enviara el informe al gerente para su revision.
- 6. El gerente revisara el informe y la documentaci6n asociada y proporcionara comentarios dentro de 10 dias calendarios al Coordinador del Titulo VI, y se implementaran las modificaciones necesarias.
- 7. El informe final de investigaci6n de Galveston y una copia de la queja seran enviadas a FTA dentro de los 60 dias calendarios posteriores a la aceptaci6n de la queja. Galveston notificara a las partes sobre sus conclusiones preliminares.

FORMULARIO DE QUEJAS DEL TÍTULO VI

La Ciudad de Galveston esta comprometida a garantizar que ninguna persona sea excluida de participar o se le sean negados los beneficios de sus servicios sobre la base de raza, color u origen nacional, conforme a lo dispuesto por el Título VI de la Acta de Derechos Civiles de 1964. Las quejas conforme al Título VI deben ser presentadas dentro de los 180 días siguientes a la fecha de la supuesta discriminación.

La siguiente información es necesaria para ayudarnos a procesar su queja. Si necesita ayuda para completar este formulario, por favor pongase en contacto con el Coordinador de Título VI de Galveston al (409) 797-3900. El formulario completo deberá ser devuelto a la siguiente dirección: A Coordinador de Título VI de la Ciudad de Galveston, 3115 Market Street, Galveston, Texas 77550.

Nombre:	Telefono:
Direccion residencial:	Telefono Alternativo:
	Ciudad, Estado, y Codigo Postal:
Persona(s) contra la(s) que se discrimino (si nose trata de la persona que presenta la queja):	
Nombre(s):	
Direccion residencial, Ciudad, Estado, y Codigo Postal:	

¿Cual de los siguientes casos describe mejor la razon de la presunta discriminación? (Circule una opcion)

Fecha del incidente: _____

- **Raza**
- Color
- Origen nacional (Conocimiento limitado del ingles)

Por favor describa el presunto incidente discriminatorio. Proporcione los nombres y puestos de todos los empleados de la Ciudad de Galveston que estuvieron involucrados, si estan disponibles. Explique lo que fue lo que sucedio y quien considera que fue responsable. Por favor use el reverso de este formulario si requiere espacio adicional.

FORMULARIO DE QUEJAS DEL TÍTULO VI

La Ciudad de Galveston

Por favor describa el presunto incidente discriminatorio (continuación)

¿Ha presentado usted una queja ante alguna otra agencia federal, estatal o local?
(Marque con un círculo) **Si / No**

Si la respuesta es "Si," indique a continuación la agencia o agencias y la información de contacto:

Agencia:	Nombre de contacto:
Dirección, Ciudad, Estado, Código postal:	Teléfono:
Agencia:	Nombre de contacto:
Dirección, Ciudad, Estado, Código postal:	Teléfono:

Firma de quien presenta la queja	Fecha
----------------------------------	-------

Imprima el nombre de quien presenta la queja

Date Received:

Review By:



City of Galveston

FLEET FACILITIES STAFF REPORT

January 15, 2019

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for the approval of a resolution of the City Council of the City of Galveston establishing certain special events as serving public purposes, authorizing the City Manager to execute the standard form agreement from the Texas Department of Transportation for temporary closer of state right of ways for each event along with all other necessary documents.

I. Background

- A. The Texas Department of Transportation is now requiring local governments to approve a resolution allowing major road closers on any TX-DOT roadways for special events.
- B. The city will have to enter into an agreement contract with TX-DOT after the approval of the resolution.
- C. The agreement will include the contract and attached exhibits which would be comprised of traffic plans and other materials as requested.

II. Current Situation

The City Council will have to approve a resolution of the City Council of the City of Galveston establishing certain special events as serving public purposes, authorizing the City Manager to execute the standard form agreement from the Texas Department of Transportation for temporary closer of state right of ways for each event along with all other necessary documents.

III. Alternatives in order of priority

A. Approve:

- 1. Cost - None
- 2. Timing - As soon as possible.
- 3. Departmental Improvements - Will allow the special events to proceed.

B. Do not approve:

- 1. Cost - None
- 2. Timing - N/A
- 3. Departmental Improvements - The special events will have to be re-routed, or will not occur.





City of Galveston

FLEET FACILITIES STAFF REPORT

IV. Recommendation

Concur in *Alternative A*; approve a resolution of the City Council of the City of Galveston establishing certain special events as serving public purposes, authorizing the City Manager to execute the standard form agreement from the Texas Department of Transportation for temporary closer of state right of ways for each event along with all other necessary documents.

V. Fiscal Impact Report

Requested by	David Smith Executive Director
Funding Source	N/A
Cost	N/A
Savings Estimation	N/A

Respectfully Submitted,

David Smith
Executive Director



RESOLUTION NO. 19-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, ESTABLISHING CERTAIN SPECIAL EVENTS IN THE CALENDAR YEAR 2019 AS SERVING PUBLIC PURPOSES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE STANDARD FORM AGREEMENT FROM THE TEXAS DEPARTMENT OF TRANSPORTATION (“TxDOT”) FOR TEMPORARY CLOSURE OF STATE RIGHT-OF-WAY FOR EACH EVENT ALONG WITH ALL OTHER NECESSARY DOCUMENTS UPON FINAL APPROVAL BY THE CITY ATTORNEY; PROVIDING FOR FINDINGS OF FACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, throughout each year, various special events are held in the City of Galveston in which the need arises for temporary closure of right-of-way including those owned and operated by the State of Texas; and

WHEREAS, the Texas Department of Transportation (“TxDOT”) is the state entity that gives authorization for any temporary closure of a state right-of-way (“temporary closure”); and

WHEREAS, TxDOT amended its procedures for obtaining approval for these temporary closures whereby the local governmental body must approve a resolution establishing the corresponding event as serving a public purpose prior to submission of an application for the temporary closure; and

WHEREAS, TxDOT further requires that the municipality, rather than the event promoter, enter into an agreement for the temporary closure; and

WHEREAS, the following special events are scheduled in the City of Galveston for calendar 2019 and require temporary closure of state right-of-way:

- 1) Martin Luther King (MLK) Parade - January 19, 2019;
- 2) Mardi Gras Galveston 2019 – February 22, 2019 through March 5, 2019;
- 3) University of Texas Medical Branch (UTMB) Causeway FunD Run/Walk – March 9, 2019; and
- 4) Ironman 70.3 Triathlon – April 7, 2019;
- 5) Juneteenth Parade – June 15, 2019;
- 6) Bike Around the Bay – October 12-13, 2019;
- 7) Toughest 10K – October 19, 2019;
- 8) Galveston County Daily News Press Run – October 26, 2019; and
- 9) Our Lady of Guadalupe Procession - December 14, 2019

WHEREAS, there may be additional City-approved special events held during the 2019 calendar year that will require closures of TxDOT roadways for which an agreement for temporary closure must be submitted to TxDOT; and

WHEREAS, these special events promote the City of Galveston by drawing crowds of all ages for concerts, carnivals, food, parades, children's events, health initiatives, and other exhibits and programs; and

WHEREAS, the City Council of the City of Galveston, Texas, deems it in the public interest to establish all City-approved special events for the calendar year 2019 as serving public purposes and to authorize the City Manager to execute the required TxDOT standard form agreement for temporary closure of state right-of-way along with all other necessary documents for each event upon final approval by the City Attorney.

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

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

SECTION 2. The City Council of the City of Galveston hereby establishes the following special events to be held in the City of Galveston as serving public purposes:

- 1) Martin Luther King (MLK) Parade - January 19, 2019;
- 2) Mardi Gras Galveston 2019 – February 22, 2019 through March 5, 2019;
- 3) University of Texas Medical Branch (UTMB) Causeway FunD Run/Walk – March 9, 2019; and
- 4) Ironman 70.3 Triathlon – April 7, 2019;
- 5) Juneteenth Parade – June 15, 2019;
- 6) Bike Around the Bay – October 12-13, 2019;
- 7) Toughest 10K – October 19, 2019;
- 8) Galveston County Daily News Press Run – October 26, 2019; and
- 9) Our Lady of Guadalupe Procession - December 14, 2019

SECTION 3. The City Council further establishes all other City-approved special events in the calendar year 2019 that require closure of TxDOT roadways as serving public purposes.

SECTION 4. The Council further authorizes the City Manager to execute the required TxDOT standard form agreement for temporary closure of state right-of-way for each special event along with all other necessary documents upon final approval by the City Attorney.

SECTION 5. This Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

DONNA M. FAIRWEATHER
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular Meeting held on the 24th day of January, 2019, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of January, 2019.

Secretary for the City Council
of the City of Galveston



City of Galveston

FLEET FACILITIES STAFF REPORT

February 10, 2019

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for the approval allowing the Fleet Facility to purchase the listed rolling stock (two service pickups) and associated equipment from Silsbee Ford through HGAC Buy for a total price of \$62,176 and authorize the City Manager to execute the contract upon final approval by the City Attorney.

I. Background

- A. Funding for new equipment has been earmarked for the listed department(s).
- B. Buy Board, HGAC Buy and TXMAS are cooperative purchasing organizations that the city is a member of that performs bidding packages for local governments. The Fleet Facility has performed competitive bidding packages on current equipment purchases to assure that these purchases are the better option a majority of the time.
- C. The requested vehicle descriptions and their assignments are listed below.
- D. The extended purchase price for this package is \$62,176.
- E. Silsbee Ford is located in Silsbee Texas.
- F. Delivery should be within 90 days from date of the purchase order issue. These items have to be delivered during the current fiscal year, and the dealer can support this request.
- G. Additional equipment will be added by the dealer that was specified in the specification process as requested by the department.

II. Current Situation

The City Council will have to approve allowing the Fleet Facility to purchase the listed rolling stock (two service pickups) and associated equipment from Silsbee Ford through HGAC Buy





City of Galveston

FLEET FACILITIES STAFF REPORT

for a total price of \$62,176 and authorize the City Manager to execute the contract upon final approval by the City Attorney.

III. Alternatives in order of priority

A. City Council approves the purchase.

1. Cost - \$62,176
2. Timing - Delivery should be within 90 days.
3. Divisional Improvements - Will provide the city with needed equipment to perform duties. Newer equipment will reduce fleet operational costs and will improve operations.

B. City Council does not approve the purchase.

1. Cost - No additional cost at this time.
2. Timing - N/A
3. Divisional Improvements - City staff will not be able to function without needed equipment. Older equipment will take on a heavier load, which will increase operational costs. Operations will slow.

IV. Recommendation

Concur in Alternative A and approve allowing the Fleet Facility to purchase the listed rolling stock (two service pickups) and associated equipment from Silsbee Ford through HGAC Buy for a total price of \$62,176 and authorize the City Manager to execute the contract upon final approval by the City Attorney.

V. Fiscal Impact Report

Requested by David Smith
Executive Director

Cost \$62,176





City of Galveston

FLEET FACILITIES STAFF REPORT

Funding Source

IDC

Sanitation Vehicle Capital Outlay

Savings Estimation

Will help reduce unit repair costs on the older fleet vehicles and will assist with improving services.

VI. Environmental Impact

All listed vehicles are produced under current EPA standards.

Respectfully Submitted

David Smith
Executive Director



City of Galveston
Fleet Facility

COST BREAKDOWN

Requested Purchase						
Item	Division	Count	Make	Model	Cost	Funding
A	Parks & Rec	1	Ford	F250 Crew Cab	\$ 31,088.00	IDC
B	Sanitation	1	Ford	F250 Crew Cab	\$ 31,088.00	Sanitation VCO
					\$ 62,176.00	

City of Galveston

Municipal Garage Facilities

Light Duty Vehicle Purchase Request COG 2671-1

Please type in your answers in the green areas, save and return. The answer column is "drop down" select.

Vehicle model requested	F250 Crew
Quantity	2

Will your requested vehicle(s) be used for any of the following;

	Answer
Towing of trailers or any other equipment	Yes
Transporting items which require a truck bed due to size and/or weight	Yes
Surveillance activates	No
Long idling activities (running of warning lights)	No
Emergency code 2 or 3 activities	No
Pre and post storm activities	Yes
Transporting of four (4) persons or more	Yes
Rough terrain transportation which includes the need for high clearance	No
* Can it be considered that your requested vehicle by a Hybrid type vehicle?	No
* Can it be considered for your requested vehicle to be a smaller model vehicle?	No

Funding source? (Capital Outlay / Budget amendment ...)

Vehicle Capital Outlay and IDC

Brief description of what vehicle(s) will be utilized for?

Transport of staff and project equipment.

Requesting Department Head

Barbara Sanderson / Cindy Dewitt

The Department Head making the vehicle request must be ready to explain the above answers to the City Council upon request.



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract
No.:

VE11-18

Date
Prepared:

1/15/2019

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	CITY OF GALVESTON	Contractor:	SILSBEE FORD
Contact Person:	DAVID SMITH	Prepared By:	RICHARD HYDER
Phone:	(409) 797-3920	Phone:	(409) 300-1385
Fax:		Fax:	(409) 895-3884
Email:	DSMITH@GALVESTONTX.GOV	Email:	RHYDER.COWBOYFLEET@GMAIL.COM

Product Code:	E26	Description:	2019 FORD F250 CREW CAB SRW
---------------	-----	--------------	-----------------------------

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$ 23,251.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
W2A F250 SUPERCAB 6.75' SRW BED	\$ 4,540.00	CODE 3 ALUMINUM HA RACK BLACK	\$ 195.00
ALUMINUM BODY	\$ -		
Z1 EXTERIOR--WHITE	\$ -		
AS INTERIOR--VINYL 40/20/40 EARTH GRAY	\$ -		
6.2L V8 GAS	\$ -		
X3E ELECTRONIC LOCKING AXLE	\$ 367.00		
52B TRAILER BRAKE CONTROLLER	\$ 259.00		
18B PLATFORM RUNNING BOARDS	\$ 301.00		
4 KEYS	\$ 50.00		
EQUIPMENT SERVICES	\$ 350.00		
SPRAY IN BEDLINER	\$ 495.00	Subtotal From Additional Sheet(s):	\$ -
CODE 3 REFLEX MINI 15" LED LIGHTBAR	\$ 295.00	Subtotal B:	\$ 6,852.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
5LB FIRE EXT	\$ 85.00	AMBER GRILL LEDS	\$ 220.00
REC W/ 2' BALL	\$ 35.00	Subtotal From Additional Sheet(s):	
SURFACE MT LEDS REAR AMBER	\$ 170.00	Subtotal C:	\$ 510.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

2%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	2	X Subtotal of A + B + C:	\$ 30,613.00	=	Subtotal D:	\$ 61,226.00
-------------------	---	--------------------------	--------------	---	-------------	--------------

E. H-GAC Order Processing Charge (Amount Per Current Policy)

Subtotal E: \$ 600.00

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
DELIVERY 100 MILES	\$ 350.00		
		Subtotal F:	\$ 350.00

Delivery Date: ~90 DAYS ARO

G. Total Purchase Price (D+E+F): \$ 62,176.00



City of Galveston

FLEET FACILITIES STAFF REPORT

January 15, 2019

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consider for the approval allowing the Fleet Facility to purchase the listed rolling stock (HD Hook Lift Truck) and associated equipment from Houston Freightliner through HGAC Buy for a total price of \$205,309 and authorize the City Manager to execute the contract upon final approval by the City Attorney.

I. Background

- A. Funding for new equipment has been earmarked for the listed department(s).
- B. Buy Board, HGAC Buy and TXMAS are cooperative purchasing organizations that the city is a member of that performs bidding packages for local governments. The Fleet Facility has performed competitive bidding packages on current equipment purchases to assure that these purchases are the better option a majority of the time.
- C. The requested vehicle descriptions and their assignments are listed below.
- D. The extended purchase price for this package is \$205,309.
- E. Houston Freightliner is located in Houston Texas.
- F. Delivery should be within 120 days from date of the purchase order issue. These items have to be delivered during the current fiscal year, and the dealer can support this request.
- G. Additional equipment will be added by the dealer that was specified in the specification process as requested by the department.

II. Current Situation

The City Council will have to approve allowing the Fleet Facility to purchase the listed rolling stock and associated equipment from Houston Freightliner through HGAC Buy for a total price





City of Galveston

FLEET FACILITIES STAFF REPORT

of \$205,309 and authorize the City Manager to execute the contract upon final approval by the City Attorney.

III. Alternatives in order of priority

A. City Council approves the purchase.

1. Cost - \$205,309
2. Timing - Delivery should be within 120 days.
3. Divisional Improvements - Will provide the city with needed equipment to perform duties. Newer equipment will reduce fleet operational costs and will improve operations.

B. City Council does not approve the purchase.

1. Cost - No additional cost at this time.
2. Timing - N/A
3. Divisional Improvements - City staff will not be able to function without needed equipment. Older equipment will take on a heavier load, which will increase operational costs. Operations will slow.

IV. Recommendation

Concur in Alternative A and approve allowing the Fleet Facility to purchase the listed rolling stock and associated equipment from Houston Freightliner through HGAC Buy for a total price of \$205,309 and authorize the City Manager to execute the contract upon final approval by the City Attorney.

V. Fiscal Impact Report

Requested by David Smith
Executive Director

Cost \$205,309





City of Galveston

FLEET FACILITIES STAFF REPORT

Funding Source

Distribution and Collections
Vehicle Capital Outlay

Savings Estimation

Will help reduce unit repair costs on the older fleet vehicles and will assist with improving services.

VI. Environmental Impact

All listed vehicles are produced under current EPA standards.

Respectfully Submitted

David Smith
Executive Director



**CONTRACT PRICING WORKSHEET**
For MOTOR VEHICLES OnlyContract
No.:

HT06-18

Date
Prepared:

12/4/2018

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Galveston	Contractor:	Houston Freightliner
Contact Person:		Prepared By:	Adam Neuse
Phone:		Phone:	713-580-8148
Fax:		Fax:	713-676-1603
Email:		Email:	adam.neuse@strhouston.com

Product Code:	C2	Description:	2020 Freightliner 108SD TRA
---------------	----	--------------	-----------------------------

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 78960**B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.**

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
L9 350 HP 1150 LB FT TQ	6184	Baic High Back Air Driver Seat	159
20000 LB Taperleaf Front Suspension	1130	AM/FM Radio w/ Bluetooth	299
RT-46-160 46000 LB Rear Axle	2903	Adjustable Steering Column	359
Haulmaxx 46000 LB Rear Suspension	3230		
255" Wheelbase	1159		
7/16x3-9/19x11-1/8" Frame 120 KSI	654		
1/4" Inner Frame Reinforcement	711		
RH Understep Aftertreatment w/ RH Vert Stack	617		
Vehicle Interface Wiring and PDM MTD BOC	544		
Driver Controlled Differential Lock (Both Axles)	1091	Special U6-DPHK-200 Hook Lift w Additional Cans	104931
315/80R22.5 20 Ply FR Tires	623	Subtotal From Additional Sheet(s):	
11R22.5 14 Ply RR Tires	255	Subtotal B:	124849

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).**For this transaction the percentage is:**

0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	203809	=	Subtotal D:	203809
-------------------	---	--------------------------	--------	---	--------------------	--------

E. H-GAC Order Processing Charge (Amount Per Current Policy)**Subtotal E:** 1500**F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges**

Description	Cost	Description	Cost
		Subtotal F:	0

Delivery Date:**G. Total Purchase Price (D+E+F):**

205309

Prepared for:
Dan Hudson
City of Galveston
823 Rosenberg
Galveston, TX 77550
Phone: 409-539-2381



Prepared by:
Adam Neuse
Houston Freightliner
9550 North Loop East
Houston, TX 77029
Phone:

A proposal for
City of Galveston

Prepared by
Houston Freightliner
Adam Neuse

Dec 04, 2018

Freightliner 108SD



Components shown may not reflect all spec'd options and are not to scale

Prepared for:
Dan Hudson
City of Galveston
823 Rosenberg
Galveston, TX 77550
Phone: 409-539-2381



Prepared by:
Adam Neuse
Houston Freightliner
9550 North Loop East
Houston, TX 77029
Phone:

S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-18D	SD PRL-18D (EFF:04/17/18)		
Data Version			
DRL-030	SPECPRO21 DATA RELEASE VER 030		
Vehicle Configuration			
001-176	108SD CONVENTIONAL CHASSIS	6,829	3,748
004-220	2020 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-002	STRAIGHT TRUCK PROVISION		
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-001	REFUSE SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-003	DRY BULK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-1A0	FREIGHTLINER SD VOCATIONAL WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 18000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 44000.0 lbs		
A69-99D	EXPECTED TAG AXLE(S) LOAD : 0.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 62000.0 lbs		
Truck Service			
AA3-010	ROLL OFF/ROLL ON BODY		

Prepared for:
 Dan Hudson
 City of Galveston
 823 Rosenberg
 Galveston, TX 77550
 Phone: 409-539-2381



Prepared by:
 Adam Neuse
 Houston Freightliner
 9550 North Loop East
 Houston, TX 77029
 Phone:

Data Code	Description	Weight Front	Weight Rear
A88-99D	EXPECTED TRUCK BODY LENGTH : 0.0 ft		
AF3-2AR	STELLAR INDUSTRIES		

Engine

101-22T CUM L9 350 HP @ 2000 RPM, 2200 GOV RPM,
 1150 LB/FT @ 1400 RPM

Electronic Parameters

79A-065 65 MPH ROAD SPEED LIMIT
 79B-000 CRUISE CONTROL SPEED LIMIT SAME AS ROAD
 SPEED LIMIT
 79K-007 PTO MODE ENGINE RPM LIMIT - 1100 RPM
 79M-001 PTO MODE BRAKE OVERRIDE - SERVICE
 BRAKE APPLIED
 79P-002 PTO RPM WITH CRUISE SET SWITCH - 700 RPM
 79Q-003 PTO RPM WITH CRUISE RESUME SWITCH - 800
 RPM
 79S-001 PTO MODE CANCEL VEHICLE SPEED - 5 MPH
 79U-007 PTO GOVERNOR RAMP RATE - 250 RPM PER
 SECOND
 80G-002 PTO MINIMUM RPM - 700
 80J-002 REGEN INHIBIT SPEED THRESHOLD - 5 MPH

Engine Equipment

99C-017 2016 ONBOARD DIAGNOSTICS/2010
 EPA/CARB/FINAL GHG17 CONFIGURATION
 99D-010 NO 2008 CARB EMISSION CERTIFICATION
 13E-001 STANDARD OIL PAN
 105-001 ENGINE MOUNTED OIL CHECK AND FILL
 014-099 SIDE OF HOOD AIR INTAKE WITH FIREWALL
 MOUNTED DONALDSON AIR CLEANER
 124-1D7 DR 12V 160 AMP 28-SI QUADRAMOUNT PAD
 ALTERNATOR WITH REMOTE BATTERY VOLT
 SENSE
 292-208 (2) DTNA GENUINE, FLOODED STARTING, MIN
 2250CCA, 390RC, THREADED STUD BATTERIES
 290-017 BATTERY BOX FRAME MOUNTED
 281-001 STANDARD BATTERY JUMPERS
 282-001 SINGLE BATTERY BOX FRAME MOUNTED LH
 SIDE UNDER CAB
 291-017 WIRE GROUND RETURN FOR BATTERY CABLES
 WITH ADDITIONAL FRAME GROUND RETURN
 289-001 NON-POLISHED BATTERY BOX COVER
 87P-001 CAB AUXILIARY POWER CABLE

5

Prepared for:
 Dan Hudson
 City of Galveston
 823 Rosenberg
 Galveston, TX 77550
 Phone: 409-539-2381



Prepared by:
 Adam Neuse
 Houston Freightliner
 9550 North Loop East
 Houston, TX 77029
 Phone:

Data Code	Description	Weight Front	Weight Rear
293-061	POSITIVE LOAD DISCONNECT WITH CONTROL SWITCH WITH LOCKING PROVISION MOUNTED OUTSIDE OF CAB	2	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-076	CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH	20	
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-038	11 FOOT 06 INCH (138 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD(S)		
273-018	HORTON DRIVEMASTER ADVANTAGE ON/OFF FAN DRIVE		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
266-104	1115 SQUARE INCH ALUMINUM RADIATOR		
103-036	ANTIFREEZE TO -34F, ETHYLENE GLYCOL PRE-CHARGED SCA HEAVY DUTY COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		

Prepared for:
 Dan Hudson
 City of Galveston
 823 Rosenberg
 Galveston, TX 77550
 Phone: 409-539-2381



Prepared by:
 Adam Neuse
 Houston Freightliner
 9550 North Loop East
 Houston, TX 77029
 Phone:

Data Code	Description	Weight Front	Weight Rear
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-055	DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH	15	

Transmission

342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
---------	--

Transmission Equipment

343-312	ALLISON VOCATIONAL PACKAGE 142 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS
84B-013	ALLISON VOCATIONAL RATING FOR REFUSE APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84L-000	LOAD BASED SHIFT SCHEDULE AND VEHICLE ACCELERATION CONTROL RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED VOCATIONAL USAGE
84N-000	NEUTRAL AT STOP - DISABLED, FUELSENSE - DISABLED
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES
353-026	VEHICLE INTERFACE WIRING CONNECTOR WITH PDM AND NO BLUNT CUTS, AT BACK OF CAB
34C-002	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR MOUNTED BACK OF CAB

Prepared for:
 Dan Hudson
 City of Galveston
 823 Rosenberg
 Galveston, TX 77550
 Phone: 409-539-2381



Prepared by:
 Adam Neuse
 Houston Freightliner
 9550 North Loop East
 Houston, TX 77029
 Phone:

Data Code	Description	Weight Front	Weight Rear
362-035	CUSTOMER INSTALLED CHELSEA 277 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

400-1BB	DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	210	
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10	
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-023	CONMET CAST IRON FRONT BRAKE DRUMS		
427-001	FRONT BRAKE DUST SHIELDS	5	
409-006	FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
406-001	STANDARD KING PIN BUSHINGS		
536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	130	
539-003	POWER STEERING PUMP		
534-003	4 QUART POWER STEERING RESERVOIR		
533-001	OIL/AIR POWER STEERING COOLER		
40T-001	ORGANIC SAE 80/90 FRONT AXLE LUBE		

Front Suspension

620-025	20,000# TAPERLEAF FRONT SUSPENSION	200	
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		

Prepared for:
 Dan Hudson
 City of Galveston
 823 Rosenberg
 Galveston, TX 77550
 Phone: 409-539-2381



Prepared by:
 Adam Neuse
 Houston Freightliner
 9550 North Loop East
 Houston, TX 77029
 Phone:

Data Code	Description	Weight Front	Weight Rear
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-103	RT-46-160 46,000# R-SERIES TANDEM REAR AXLE		2,960
421-614	6.14 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-074	MXL 176T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	65	65
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES		
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		40
878-023	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AND REAR-REAR AXLE VALVE		
87A-001	BLINKING LAMP WITH EACH INTERAXLE LOCK SWITCH, INTERAXLE UNLOCK DEFAULT WITH IGNITION OFF		
87B-004	BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH		
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-003	STANDARD BRAKE CHAMBER LOCATION		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
440-006	REAR OIL SEALS		
426-101	WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS		20
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
41T-001	ORGANIC SAE 80/90 REAR AXLE LUBE		
42T-001	STANDARD REAR AXLE BREATHER(S)		
Rear Suspension			
622-1E7	HENDRICKSON HAULMAAX @46,000#REAR SUSPENSION		330
621-1AP	HENDRICKSON HAULMAAX/ULTIMAAX - 10.50" RIDE HEIGHT		
624-009	54 INCH AXLE SPACING		
628-010	HENDRICKSON HN, HAULMAAX AND ULTIMAAX SERIES STEEL BEAMS WITH BAR PIN		
623-006	FORE/AFT AND TRANSVERSE CONTROL RODS		

Prepared for:
 Dan Hudson
 City of Galveston
 823 Rosenberg
 Galveston, TX 77550
 Phone: 409-539-2381



Prepared by:
 Adam Neuse
 Houston Freightliner
 9550 North Loop East
 Houston, TX 77029
 Phone:

Data Code	Description	Weight Front	Weight Rear
Brake System			
490-100	WABCO 4S/4M ABS		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-086	BW AD-9SI BRAKE LINE AIR DRYER WITH HEATER		
479-015	AIR DRYER FRAME MOUNTED		
460-001	STEEL AIR BRAKE RESERVOIRS		
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)		
Trailer Connections			
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT		
Wheelbase & Frame			
545-650	6500MM (256 INCH) WHEELBASE		
546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	710	160
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	260	440
552-030	1600MM (63 INCH) REAR FRAME OVERHANG		
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH		
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 190.35 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 187.35 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 358.26		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 190.45 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 117.94 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 238.18 in		
553-001	SQUARE END OF FRAME		

Prepared for:
 Dan Hudson
 City of Galveston
 823 Rosenberg
 Galveston, TX 77550
 Phone: 409-539-2381



Prepared by:
 Adam Neuse
 Houston Freightliner
 9550 North Loop East
 Houston, TX 77029
 Phone:

Data Code	Description	Weight Front	Weight Rear
550-001	FRONT CLOSING CROSSMEMBER		
559-003	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12	
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
556-1E5	14 INCH PAINTED STEEL BUMPER		
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
Fuel Tanks			
204-192	50 GALLON/189 LITER RECTANGULAR ALUMINUM FUEL TANK - LH	-15	10
218-005	RECTANGULAR FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-1H7	DAVCO 245 FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR	5	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
11F-998	NO NATURAL GAS VEHICLE FUEL TANK VENT LINE/STACK		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
221-001	FUEL COOLER	10	
Tires			
093-2CC	MICHELIN XZU-S2 315/80R22.5 20 PLY RADIAL FRONT TIRES	100	
094-1UX	MICHELIN X MULTI D 11R22.5 14 PLY RADIAL REAR TIRES		192
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		

Prepared for:
 Dan Hudson
 City of Galveston
 823 Rosenberg
 Galveston, TX 77550
 Phone: 409-539-2381



Prepared by:
 Adam Neuse
 Houston Freightliner
 9550 North Loop East
 Houston, TX 77029
 Phone:

Data Code	Description	Weight Front	Weight Rear
Wheels			
502-579	MAXION WHEELS 10041 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66	
505-524	MAXION WHEELS 90541 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS		
Cab Exterior			
829-1A5	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTING		
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
667-004	FRONT FENDERS SET-BACK AXLE		
754-017	BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS	10	
678-001	LH AND RH GRAB HANDLES		
646-041	STATIONARY BLACK GRILLE		
65X-004	BLACK HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
727-066	DUAL 26 INCH RECTANGULAR POLISHED ALUMINUM AIR HORNS ROOF MOUNTED	4	
726-001	SINGLE ELECTRIC HORN		
728-002	DUAL HORN SHIELDS		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-068	HALOGEN COMPOSITE HEADLAMPS WITH BLACK BEZELS		
302-055	SMALL AERODYNAMIC MARKER LIGHTS WITH OUTER (2) WIRED TO BATTERY DISCONNECT SWITCH		
311-012	DAYTIME RUNNING LIGHTS - LOW BEAM ONLY		
294-042	FREIGHTLINER LED FLANGE MOUNTED STOP/TAILO/TURN LIGHTS WITH SEPARATE INCANDESCENT BACKUP LIGHTS		5
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		

Prepared for:
 Dan Hudson
 City of Galveston
 823 Rosenberg
 Galveston, TX 77550
 Phone: 409-539-2381



Prepared by:
 Adam Neuse
 Houston Freightliner
 9550 North Loop East
 Houston, TX 77029
 Phone:

Data Code	Description	Weight Front	Weight Rear
729-001	STANDARD SIDE/REAR REFLECTORS		
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-027	RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)	4	
663-013	TINTED WINDSHIELD		
659-007	8 LITER WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR		
Cab Interior			
707-1AK	OPAL GRAY VINYL INTERIOR		
706-026	MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR		
708-026	MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR		
772-006	BLACK MATS WITH SINGLE INSULATION		
785-998	NO DASH MOUNTED ASH TRAYS AND LIGHTER		
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		
694-010	IN DASH STORAGE BIN		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-006	GRAY/CHARCOAL FLAT DASH		
860-004	SMART SWITCH EXPANSION MODULE		
720-003	5 LB. FIRE EXTINGUISHER	10	
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-033	STANDARD INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-014	DOVE LIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS		

Prepared for:
 Dan Hudson
 City of Galveston
 823 Rosenberg
 Galveston, TX 77550
 Phone: 409-539-2381



Prepared by:
 Adam Neuse
 Houston Freightliner
 9550 North Loop East
 Houston, TX 77029
 Phone:

Data Code	Description	Weight Front	Weight Rear
655-005	LH AND RH ELECTRIC DOOR LOCKS		
284-023	(1) 12 VOLT POWER SUPPLY IN DASH		
756-1J3	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
760-1DC	BASIC HIGH BACK NON SUSPENSION PASSENGER SEAT		
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-014	BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER		
761-014	BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER		
763-101	BLACK SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL		
734-004	GRAY CENTER INSTRUMENT PANEL		
870-001	BLACK GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
721-001	97 DB BACKUP ALARM		3
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		

Prepared for:
 Dan Hudson
 City of Galveston
 823 Rosenberg
 Galveston, TX 77550
 Phone: 409-539-2381



Prepared by:
 Adam Neuse
 Houston Freightliner
 9550 North Loop East
 Houston, TX 77029
 Phone:

Data Code	Description	Weight Front	Weight Rear
864-005	TRANSMISSION OIL TEMPERATURE INDICATOR LIGHT		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
438-001	STEMCO MECHANICAL HUBODOMETER WITH TENTHS LEFT SIDE SINGLE OR FORWARD REAR DRIVE AXLE		2
372-051	CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
746-115	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH AND USB AND AUXILIARY INPUTS, J1939	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		

Design

065-000	PAINT: ONE SOLID COLOR
---------	------------------------

Color

980-5F6	CAB COLOR A: L0006EB WHITE ELITE BC
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT

Prepared for:
 Dan Hudson
 City of Galveston
 823 Rosenberg
 Galveston, TX 77550
 Phone: 409-539-2381



Prepared by:
 Adam Neuse
 Houston Freightliner
 9550 North Loop East
 Houston, TX 77029
 Phone:

Data Code	Description	Weight Front	Weight Rear
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX		
963-003	STANDARD E COAT/UNDERCOATING		

Certification / Compliance

996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS
---------	--

Secondary Factory Options

998-032	CORPORATE PDI CENTER OPTION INSTALLATION/MODIFICATION ONLY
999-999	SPECIAL NARRATIVE INSTRUCTIONS

T O T A L V E H I C L E S U M M A R Y

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	8738 lbs	8000 lbs	16738 lbs
Total Weight ⁺	8738 lbs	8000 lbs	16738 lbs

(+) Weights shown are estimates only.

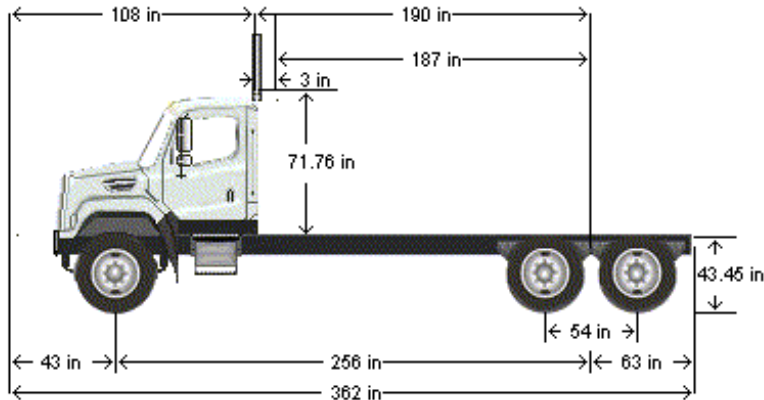
If weight is critical, contact Customer Application Engineering.

Prepared for:
 Dan Hudson
 City of Galveston
 823 Rosenberg
 Galveston, TX 77550
 Phone: 409-539-2381



Prepared by:
 Adam Neuse
 Houston Freightliner
 9550 North Loop East
 Houston, TX 77029
 Phone:

D I M E N S I O N S



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Wheelbase (545)	6500MM (256 INCH) WHEELBASE
Rear Frame Overhang (552)	1600MM (63 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in)	0
Slide Increment (in)	0
Desired Slide Position (in)	0.0
Cab Size (829)	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016)	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

TABLE SUMMARY - DIMENSIONS

Prepared for:
 Dan Hudson
 City of Galveston
 823 Rosenberg
 Galveston, TX 77550
 Phone: 409-539-2381



Prepared by:
 Adam Neuse
 Houston Freightliner
 9550 North Loop East
 Houston, TX 77029
 Phone:

Dimensions	Inches
Bumper to Back of Cab (BBC)	108.3
Bumper to Centerline of Front Axle (BA)	42.7
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	190.3
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	187.3
Back of Cab Protrusions (Exhaust/Intake) (CP)	0.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	253.3
Cab Height (CH)	71.8
Wheelbase (WB)	255.9
Frame Overhang (OH)	63.0
Overall Length (OAL)	361.6
Rear Axle Spacing	54.0
Unladen Frame Height at Centerline of Rear Axle	43.5

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

DRAFT
MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
REGULAR MEETING - DECEMBER 13, 2018

12/13/2018 - 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 Craig Brown, Council Member Amy Bly, Council Member David Collins, Council Member Jason Hardcastle, Council Member John Listowski, and Council Member Jackie Cole.
3. INVOCATION
The invocation was given by Josh Dorrell, Reverend of Galveston Urban Ministries.
4. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance to the American Flag and Texas Flag were led by Mayor Yarbrough.
5. CONFLICTS OF INTEREST
None.
6. PRESENTATIONS/REPORTS OF COUNCIL, OFFICER BOARDS, AND CITY MANAGER
 - 6.A. Pursuant To Texas Government Code Section 551.0415, The City Council May Report On Any Of The Following Items:
 1. Expressions of thanks, gratitude, and condolences - **CM Collins expressed condolences to the family of Melba Puccetti.**
 2. Information regarding holiday schedules
 3. Recognition of individuals
 4. Reminders regarding City Council events
 5. Reminders regarding community events
 6. Health and safety announcement
7. COMMUNICATIONS AND PETITIONS
Claims: 18-106 - Rosa Salmeron; 18-107 - Sonya Walls; 18-108 - David Washington; and 18-109 - Nestor Diaz.
8. PUBLIC HEARINGS
 - 8.A. Conduct A Public Hearing Regarding The City's DR-4332 Community Development Block Grant – Disaster Recovery (CDBG-DR) Application To The Texas General Land Office For Infrastructure Repairs And Improvements. (R. Blacketter)
Ross Blacketter provided staff comments. The public hearing was opened; with no speakers, the public hearing was closed.
 - 8.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The 2015 Galveston Land Development Regulations (LDRs), As Amended, To Regulate Excavation And Boat Sales Or Rental Uses, Prohibiting Borrow Pits Within The City And Clarifying Sales Or Rentals Of Kayaks Is Not

Included In The Prohibition Of Boat Sales Or Rental; Making Various Findings And Provisions Related To The Subject; Planning Case Number 17ZA-004. (A. Montalvan)

Ordinance No. 18-071 was read by caption. Adriel Montalvan provided staff comments. The public hearing was opened; with no speakers, the public hearing was closed. Motion was made by CM Cole, second by CM Listowski, to approve the ordinance. The motion passed 6-0; CM Collins was not present for the vote.

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

Ordinance No. 18-072 was read by caption. Daniel Lunsford provided staff comments. The public hearing was opened; with no speakers, the public hearing was closed. Motion was made by MPT Brown, second by CM Cole, to approve the ordinance. Unanimously approved.

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

Ordinance No. 18-073 was read by caption. Donna Fairweather provided staff comments. The public hearing was opened; with no speakers, the public hearing was closed. Motion was made by CM Cole, second by CM Hardcastle, to approve the ordinance. Unanimously approved.

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

Ordinance No. 18-074 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 Hardcastle, second by CM Listowski, to approve the ordinance. Unanimously approved.

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

Ordinance No. 18-075 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 MPT Brown, second by CM Hardcastle, to approve the ordinance. Unanimously approved.

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

Ordinance No. 18-076 was read by caption. Janice Norman provided staff comments. The public hearing was opened; with no speakers, the public hearing was closed. Motion was made by CM Collins, second by CM Hardcastle, to approve the ordinance, with the removal of condition #3. Unanimously approved.

9. PUBLIC COMMENT

Non-Agenda Items - Adam Calabrese commented on government tyranny.

10. ORDINANCES (NOT REQUIRING PUBLIC HEARINGS)

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

The Ordinance was read by caption. Motion was made by CM Collins, second by CM Brown, to approve the ordinance. After discussion, the motion and second were amended to defer the item until the January 24th meeting. Unanimously approved.

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

Ordinance No. 18-077 was read by caption. Motion was made by MPT Brown, second by CM Bly, to approve the ordinance. Unanimously approved.

11. CONSENT ITEMS

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

Items 11G and 11J were pulled from Consent Items for a separate vote, and Item 11BB was pulled and moved to the January meeting. Motion was made by CM Collins, second by MPT Brown, to approve Items 11A through 11F, 11H, 11I, 11K through 11O, and 11Q through 11JJ.

- 11.A. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Approving And Authorizing The City Manager To Execute An Interlocal Agreement With Galveston County Emergency Communications District For The Use And Operation Of A Radio System; Providing For Findings Of Fact And Providing For An Effective Date. (R. Simmons)
Resolution No. 18-054
- 11.B. Consider For Approval The Federal Excess Personal Property Program (FEPP)/Texas Intrastate Fire Mutual Aid System (TIFMAS) FEPP/TIFMAS Vehicle Assignment Program Agreement. (M. Wisko)
- 11.C. Consider For Approval The Purchase Of Fire Hose From Metro Fire In The Amount Of \$15,510.00. (M. Wisko)
- 11.D. Consider For Approval The Engagement Of Tradition Energy To Perform Electricity Procurement Advisory Services And Assist With Pricing, Contractual Review And Negotiation Of Contract Terms And Conditions For Electrical Service For The City Of Galveston. (M. Loftin)
- 11.E. Consider Approving The Renewal Of IGM Technologies Gravity Cloud-Based Solution Tool For Preparing The Comprehensive Annual Financial Report (CAFR). (M. Loftin)

- 11.F. Consider For Approval Allowing The Police Department To Purchase .40 And .223 Caliber Training Ammunition From Precision Delta Corporation Through Texas SmartBuy Contract 680-A1 At A Cost Not To Exceed \$25,000.00. The Funding Source Is The Police Service Support Training Materials Account. (V. Hale)
- 11.G. Consider For Approval Allowing The Police Department To Utilize Paragon Southwest Waste Management Facility For The Destruction Of Property And Evidence At A Cost Not To Exceed \$25,000.00; Authorizing The City Manager, Or Designee, To Enter Into And Execute A Contract For This Service. (V. Hale)
Motion was made by CM Hardcastle, second by CM Bly, to approve the contract with Paragon Southwest Waste Management Facility. Unanimously approved.
- 11.H. Consider For Approval Authorizing An Amount Not To Exceed \$40,000.00 To Cover Annual Boon Chapman Administrative Costs Associated With Management Of The Flex Spending Accounts And The Health Reimbursement Accounts For Health Plan Participants With Funding To Be Made From The City's Health Plan Fund For Plan Year January 1, 2019 Through December 31, 2019. (K. Etienne)
- 11.I. Consider For Approval The Allocation Of Funds For The Installation Of Decorative Streetlights Along East Beach Drive, Within City Council District 3 As Part Of The Neighborhood Improvement Projects And Initiatives. Funding For The Project Will Come From The Council Projects And Initiatives Fund In The Amount Of \$73,429.00. (P. Milburn)
- 11.J. Consider For Approval A Request Authorizing The City Manager To Execute An Assignment Of Lease Agreement Assigning The Lease Commencing November 27, 2009, Between The City Of Galveston And Lone Star Flight Museum, Inc. To 6702 Broadway, Ltd., Then Terminating The Lease Agreement And Approving A New Lease Agreement, Upon Final Approval By The City Attorney (M. Shahan).
Motion was made by Mayor Yarbrough, second by CM Hardcastle, authorizing the City Manager to execute an Assignment of Lease Agreement, terminating the Lease Agreement, and approving a new Lease Agreement. Unanimously approved.
- 11.K. Removal Of The Incinerator (T. Fanning)
- 11.L. Consider For Approval Authorizing The City Manager To Execute A Contract For Professional Services From Design Workshop, Inc. In The Amount Of \$107,550 For A Project To Improve The Pedestrian Experience In The Downtown Area. (D. Anderson)
- 11.M. Consider For Approval A Contract For Construction Services To Pfeiffer & Son, LTD, Bid 19-002, For Traffic Signal Construction/Repair Services Within The City Of Galveston, For A Period Of Three (3) Years With The Option To Extend For Up To Two (2) Additional Years In One (1) Year Intervals. (K. Hockersmith)
- 11.N. Consider For Approval The Annual Maintenance Contract For Foxboro A2/PAC System And Equipment At The Main Wastewater Treatment Plant From Sole Source Provider Schneider-Electric Systems USA Inc. The Cost Of The Annual Contracts Are \$35,308.38 For 2019, \$36,351.99 For 2020 And \$37,426.44 For 2021. (A. Grasso)
- 11.O. Consider For Approval The Annual Maintenance Contracts For 3 Years On Foxboro A2/PAC System And Equipment At Supply Division Water Pump Stations And Various Elevated Storage Tank Facilities From Sole Source Provider Schneider-Electric Systems USA Inc. The Cost Of The Annual Contracts Are \$59,626.18 For 2019, \$67,231.09 For 2020 And \$69,571.06 For 2021. (A. Grasso)
- 11.P. Consider For Approval The Purchase Of Team Furmanite Insert Valves Kits With Plugs From Team Inc. At A Cost Of \$100,618.00. (A. Grasso)
- 11.Q. Consider For Approval The Teichman Road Waterline Design Proposal From Arceneaux Wilson And Cole, LLC (AWC) Of \$248,800.00. (D. Christodoss)

- 11.R. Consider For Approval Of Change Order No. 13 To The Contract With Cardinal Contractors, Inc., For The New 59th Street Pump Station Project, Increasing The Contract By \$36,473.40 To A New Total Amount Of \$17, 904,290.44, Authorizing The City Manager To Execute All Necessary Document Upon Final Approval By The City Attorney. (R. Blackketter)
- 11.S. Consider For Approval Of Engaging Traylor & Associates, Inc. For Community Development Block Grant – Disaster Recovery (CDBG-DR) Grant Administration Services Related To The DR-4332 CDBG-DR Allocation, In An Amount Not To Exceed \$50,880.00. (R. Blackketter)
- 11.T. Consider For Approval Of Change Order No. 4 To The Contract With Brunel Industrial & Pipeline Services, LLC, For The Rehabilitation Of Ground Storage Tanks At 59th Street Project, Increasing The Contract By \$44,362.37 From The Amount Of \$7,621,237.84 To A New Total Amount Of \$7,665,600.21. 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 (R. Blackketter).
- 11.U. Consider For Approval Of A Contract With Main Lane Industries, Ltd., For The 45th Street Improvements From Broadway To Seawall Boulevard Project (RFP #19-03) In The Amount Of \$8,994,097.00 For The Base Bid Plus Alternate D (Estimated Total Cost Of Project Not To Exceed \$10,146,097.00). (R. Blackketter)
- 11.V. Receive And File The Following Documents:
- 11.W. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Establishing The Sister Cities Program Committee; Providing For The Committee's Duties, Term, Membership, Quorum, Voting, Meetings, And Rules Of Procedure; Providing For Findings Of Fact And Providing For An Effect Date. (J. Williams)
Resolution No. 18-055
- 11.X. Consider For Approval Continued Participation In The League City OSSI GRID Consortium With Annual Renewal Fee Of \$ 31,599.02 To Maintain Off-Site System Servers, Allowing Full Access To The Multi Agency Records Management System (H.Dean)
- 11.Y. Consider For Approval Payment To Superion, Formally SunGard Public Sector, In The Amount Of \$ 111,631.22 For The Police Department's Annual Renewal Of The Police Records Management Software. The Renewal Provides Updates And Technical Support To Ensure That The OSSI Police Records Management System Is Kept In Optimal Running Condition (H. Dean)
- 11.Z. Consider Approving The Renewal Of The Kronos Software Maintenance And Support Agreement In The Amount Of \$ 33,684.96 (H. Dean)
- 11.AA. Consider For Approval Minutes Of The October 25, 2018 Workshop And Regular Meeting And The November 15, 2018 Workshop And Regular Meeting. (J. Williams)
- 11.BB. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending "The Code Of The City Of Galveston 1982, As Amended," Chapter 20.5 "Mardi Gras" By Allowing Overnight Parking And/Or Overnight Camping On Seawall Blvd During The First Weekend Of Mardi Gras; Repealing All Other Ordinances Or Parts Of Ordinances In Conflict Herewith; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date. (Yarbrough)
Pulled.
- 11.CC. Consider For The Approval Allowing The Fleet Facility To Increase The Previously Approved Purchase Amount Of One Vacuum Truck From Rush Truck Center (Through Buy Board) From \$411,930 To \$441,930 In Order To Correct A Document Error, And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. (D. Smith)

- 11.DD. Consider For The Approval Of A One Year Extension Of The Annual Bulk Fuel Contracts To The Responding Bidders That Conformed To The Specifications In Bid #17-007; SC Fuels, And Apache Oil, And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. The Funding Source Is The Fleet Facilities Fuel And Lubricants Account. This Option Is Allowed As Defined In The Terms Of The Original Contract. (D. Smith)
- 11.EE. Consider For Approval The Sole Source Purchase From National Meter & Automation For Various Meters, Meter Parts And Other Ancillary Equipment In An Amount Not To Exceed \$150,000.00. (M. Loftin)
- 11.FF. Consider Approving Additional Testing And Repair Of Large Meters By Tipler Meter Testing/Accurate Meter For A Cost Not To Exceed \$80,000. (M. Loftin)
- 11.GG. Approval Of Application For Participation In The Local Government Investment Cooperative (LOGIC). (M. Loftin)
- 11.HH. The Investment Report For Quarter Ended September 30, 2018 Presented As Part Of The City Manager's Report. (M. Loftin)
- 11.II. Police Inventory Audit
- 11.JJ. Sales Tax Audit

12. ACTION ITEMS

The meeting was recessed at 2:55 p.m. so the City Council could reconvene into Executive Session. The meeting reconvened at 3:10 p.m.

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

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

Motion was made by Mayor Yarbrough, second by CM Hardcastle, to approve the settlement of Case No. 13-CV-0844, CDM Smith, Inc. v. City of Galveston, in the 56th Judicial Court of Galveston County, Texas, by entering an agreed judgement as follows: Council authorizes payment to CDM in the amount not to exceed \$13,910,000 within 90 days, the city releases all claims whatsoever against CDM, that the city dismiss its claims against CDM in Travis County, Texas, and that CDM dismissed all claims against the City except as contained in the settlement agreement providing for enforcement of the agreed judgement, the no disparagement of CDM will occur and the City will provide positive references as to CDM's work on request, that any recovery by the City against the GLO or HUD for the funds in excess of the settlement will be paid to CDM, the City Manager and City Attorney are authorized to sign all necessary paperwork to effect the settlement, and the City Manager is authorized to actually issue payment at the earliest possible time. Unanimously approved.

2. Cardinal Construction Company and PSC Inc. v. City of Galveston vs Dannenbaum Engineering Company

Motion was made by Mayor Yarbrough, second by MPT Brown, authorizing the City Manager to execute a Change Order with Cardinal Construction Company in the amount of \$2,960,000 and payment that amount prior to December 31, 2018, the funds coming from the Enterprise Water Account, and further authorize the City Manager to execute and assignment of claims against Dannenbaum Engineering and LJA Engineering to Cardinal with any recovery being split between Cardinal and the City with 75% of proceeds going the City on the first \$4 million

of recovery and 10% going to the City on any recovery in excess of \$4 million, that the City and Cardinal proceed with their mediation with Dannenbaum at the end of January 2019, authorizing the City Manager to execute the necessary documents upon approval by the City Attorney. Unanimously approved.

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

Motion was made by CM Hardcastle, second by CM Listowski, to approve Resolution No. 18-056. Unanimously approved.

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

Motion was made by Mayor Yarbrough, second by CM Bly, to reappoint MPT Brown and Rick Beverlin to the Transportation Policy Council, and to reappoint Kyle Hockersmith and Daniel Christodoss to the Technical Advisory Committee for 2019. Unanimously approved.

13. ADJOURNMENT

Mayor Yarbrough wished everyone a Merry Christmas and Happy Holidays.

The meeting was adjourned at 3:15 p.m.

Janelle Williams, City Secretary

Date Approved:

DRAFT
MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
REGULAR MEETING - DECEMBER 13, 2018

12/13/2018 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER

With a quorum present, the workshop was called to order at 9:00 a.m.

2. ROLL CALL

Present: Mayor James Yarbrough, Mayor Pro Tem Craig Brown, Council Member Amy Bly, Council Member David Collins, Council Member Jason Hardcastle, Council Member John Listowski, and Council Member Jackie Cole.

3. DISCUSSION ITEMS

3.A. A Joint Workshop Between The Galveston City Council And The Park Board Of Trustees To Discuss Stewart Beach Pavilion (City Council - 1 Hour)

A joint workshop was held between the City Council and the Park Board of Trustees. Park Board Chair Spencer Priest thanked the Council for the dialogue between the Park Board and City Council at the last meeting. Based on discussions between the Council and the Park Board, the Park Board proposes the following alternate investment plan for 2018/2019. None of the following items will place hard infrastructure in the park this year, with the exception of improvements to existing drainage and road work. All costs are being covered by grant and restoration funding sought by the Park Board and not through the Beach User Fees generated under the City of Galveston Beach Access Plan. The costs include: (1) Drainage - complete engineering and design and permitting - \$119,015; (2) Drainage improvements - road and ditch work with City of Galveston - \$130,000; (3) Pavilion confirmation and siting study together with updating of Master Plan - \$121,000; (4) Architectural design of comfort stations - \$46,000; (5) Market assessment and community outreach - \$18,000; (6) Trustee tour of competing facilities (Florida) - \$15,000; (7) Development and partnering of private sector attraction and entertainment venues - \$55,000; and (8) Development of fundraising and capital campaign - \$56,000. He reported that the first meeting between City Staff and Park Board staff to discuss the interlocal agreement resulted in some great ideas, one being that City Manager Brian Maxwell offered some of the City's services to the Park Board using the City's procurement. This will allow the Park Board to use the City's contractor to repave the asphalt at Stewart Beach. The Park Board will be asking City Council to approve an expenditure of \$130,000 for the drainage portion of the project at the January 24th meeting. The engineering portion of the project in the amount of \$119,000 does not require Council approval and will be moving forward. Atkins representative Rhonda Gregg-Hirsch reported on the drainage portion of the project.

3.B. Receive And Discuss Recommendations From The Seawall Parking Review Ad Hoc Committee Regarding Critical Inputs For The Parking Referendum, Including Hours For Parking Charges, And Amounts Per Hour, Per Day, And Annual Pass Charges; And Discuss Proposed Ordinance For Seawall Parking Referendum (R. Beverlin - 45 Minutes)

Seawall Parking Committee Chair Eddie Walsh provided Council with recommendations from the committee. Recommendations include the following: (1) the hours of operation should stay the same at 10:00 a.m. to 6:00 p.m.; (2) the rate should be set at \$2.00 per hour with a 2-hour minimum; (3) the annual permit cost should be set at a maximum rate of \$45.00, with the possibility of putting the permit on sale to give locals the opportunity to use the beach park at a reduced cost; (4) the sunset date should be ten years. The committee discussed future improvements and feels that having a capital improvement plan for Seawall Boulevard would assist in the election being successful.

- 3.C. Receive And Discuss A Progress Report From The Beach Access And Dune Protection Plan Review Ad Hoc Committee Related To Amendments To The City's Beach Access And Dune Protection Plan (D. Henry - 20 Minutes)

Dustin Henry provided Council with a progress report from the Committee. He reported that the City's Beach Access and Dune Protection Plan was last comprehensively reviewed and updated between July 2001 and February 2004. Guiding principles were developed by the committee to drive consistent recommendations for improving beach access, which address the following areas of interest: vehicular access and parking, signage and wayfinding, improvement of access points, and restoration and preservation of natural resources. Committee members Jerry Mohn and Rhonda Gregg-Hirsch provided information on the committee's progress. The next steps in the process is a town hall meeting in early 2019, consider and incorporate input from City Council and other stakeholders, complete review of Beach Access Plan, staff will prepare a draft plan and present it to the committee for review and comment, revise and prepare a final draft of the plan, present the final draft to Planning Commission and City Council, and begin work on review and recommendations on Dune Protection Standards. Virginia Greb, Assistant Manager of the City's Coastal Resources Division, was introduced to the City Council.

- 3.D. Discussion Of The Proposed Vulnerable Road Users Ordinance (Legal - 20 Minutes)

Assistant City Attorney Trevor Fanning provided updated information on the proposed vulnerable road users ordinance. He advised it includes the requirement that vehicles slow down when passing vulnerable road users on city streets, which is modeled after state law regarding emergency vehicles. It also includes following and passing from a safe distance, moving over if a lane is available, and it prohibits motorists from behaving in a threatening manner. This item will be placed on the January 24th agenda for the Council's consideration.

- 3.E. Discussion Of Street Light Master Plan For The City Of Galveston (P. Milburn - 15 Minutes)

Pete Milburn provided Council with an update on the Street Light Master Plan. The Special Character Areas have been identified as (1) Capital Improvement Projects, (2) Historic Districts, (3) Downtown, and (4) Institutional Land Uses (public gathering places). The City has an established pattern for Historic District decorative streets. The standard luminaires include the Midtown and the Granville Lunar Optic. CM Cole recommended the inclusion of environmentally sensitive areas as a special character area, and the use of 3000k light instead of the 4000k light. City Manager Brian Maxwell advised the purpose of the Street Light Master Plan is for Council as a whole to set the policy for lighting and staff will follow the policy. This item will come back to City Council at a future workshop in February or March.

- 3.F. Discussion Of Commission For The Arts - Staff Liaison And Ordinance Review (Yarbrough - 15 Minutes)

Mayor Yarbrough reported that the Arts Commission would like a staff liaison and City Manager Brian Maxwell suggested assigning the task to Barbara Sanderson. The Arts Commission will be reviewing the current City Ordinance and will bring recommendations back to Council for approval in April. CM Bly is the ex officio for this board so she will be working with the Commission, and CM Collins volunteered to assist in the process if needed.

- 3.G. Discussion Of Future Workshop Items And Schedule Special Called Workshops In 2019 (Yarbrough - 15 Minutes)

Mayor Yarbrough provided Council with a list of future workshop items which is a compilation of things on his list and other topics from Council Members. He suggested setting up some special workshops in January and February to discuss some of the topics. Council consensus was to meeting on January 9th and February 20th for the special called workshops.

- 3.H. Clarification Of Consent And Regular City Council Agenda Items - This Is An Opportunity For City Council To Ask Questions Of Staff On Consent And Regular Agenda Items.

Items 11G, 11I, 11J, 11L, 11Q, 11U, and 11S were clarified by staff.

4. EXECUTIVE SESSION

The City Council convened into Executive Session at 12:40 p.m. and reconvened into Open Session at 1:15 p.m. The workshop was recessed at 1:15 p.m.

After conclusion of the Regular Meeting, the City Council reconvened into Executive Session at 2:55 p.m. and reconvened into Open Session at 3:08 p.m.

No action was taken during Executive Session.

4.A. Pursuant To Texas Gov't Code 551.071- Consultation With Attorney, An Executive Session Will Be Conducted To Discuss And Receive Legal Advice Concerning Pending Litigation And/OR A Settlement Offer, Or On A Matter In Which The Duty Of The Attorney To The Governmental Body Under The Texas Disciplinary Rules Of Professional Conduct Of The State Bar Of Texas Clearly Conflicts With This Chapter, Related To The Following:

4.A.1. No. D-1-GN-002497 Texas General Land Office V. CDM Smith And The City Of Galveston, In The 201st District Court Of Travis County Texas And No. 13-CV-0844; CDM Smith Inc. V. City Of Galveston, In The 56th Judicial District Court Of Galveston County Texas

4.A.2. Cardinal Construction Company And PSC Inc. V. City Of Galveston Vs Dannenbaum Engineering Company

5. ADJOURNMENT

The workshop was adjourned at 3:08 p.m.

Janelle Williams, City Secretary

Date Approved:



**Texas
Gas Service™**

A Division of ONE Gas

1301 South Mopac Expressway, Suite 400
Austin, Texas 78746
texasgasservice.com



December 28, 2018

VIA UPS Delivery

City of Galveston
823 Rosenberg, Ste. 201
Galveston, TX 77550

RE: Annual Reporting per Rate Schedule RCE (Rate Case Expense Surcharge Rider) effective July 27, 2016 for the Gulf Coast Service Area served by Texas Gas Service

Texas Gas Service, a division of ONE Gas, Inc., ("TGS" or the "Company") was authorized recovery of rate case expenses for the newly consolidated Gulf Coast Service Area ("GCSA") pursuant to the Final Order in Gas Utilities Docket Number 10488 and the Unanimous Settlement Agreement signed by TGS, the GCSA cities (except Jamaica Beach) and the RRC on March 24, 2016. In accordance with Rate Schedule RCE, Section E Compliance, enclosed is the Annual Compliance Reconciliation Report for the Company's rate case expense recovery. The Compliance Reconciliation Report includes data through the Company's General Ledger Month of November 2018.

The amount approved for recovery is capped at \$853,824 for the GCSA incorporated areas. As of the November 2018 General Ledger Month, \$805,348.88 has been collected from incorporated customers.

If you have any questions or concerns, please contact me at denise.dembowski@onegas.com or at 512-370-8359.

Respectfully submitted,

Denise Dembowski
Manager - Rates and Regulatory Analysis

Enclosures:
RCE-Rider Annual Compliance Report
Rate Schedule RCE

TEXAS GAS SERVICE COMPANY

**Rate Case Expense Surcharge for the Gulf Coast Service Area Incorporated Areas of Galveston, Bayou Vista, Port Neches, Port Arthur, Nederland and Groves, Texas (excludes Jamaica Beach)
GUD 10488**

Monthly Collections on Surcharge to Recover Rate Case Expenses

Applicant: Texas Gas Service Company

Subject of Application: Gulf Coast Service Area Incorporated Areas of Galveston, Bayou Vista, Port Neches, Port Arthur, Nederland and Groves, Texas (excludes Jamaica Beach)

Effective Date of Rate: 7/27/2016

Ordinance Approval Letter Signed:		Date Signed or Approved via Operation of Law
	Port Arthur City	4/5/16
	Nederland City	3/28/16
	Groves City	4/4/16
	Port Neches City	3/24/16
	Galveston City	5/3/16
	Bayou Vista City	5/3/16

Total Amt Approved for Recovery from Incorp. Gas Sales and Standard Transport Customers:
GCSA Incorporated (excludes Jamaica Beach) **\$853,824** **\$706,179 + est < 147,645 per RCE Tariff effective 7/27/2016**

Amount of Approved Surcharge: Rate Charge per Ccf **\$0.0172 Incorporated RCE-Rider GulfCst-IS_Jul 27 2016 (excl JamB)**

Original Amount Approved: **\$853,824**

Less:

Monthly Collections To Date:	Total Month's Recoveries	Customer Volumes per Month	Outstanding Balance	Monthly recoveries breakout:	
				Gas Sales	Transport

General Ledger Month					
Jul-16	\$4.70	273	\$853,819.30	\$4.70	\$0.00
Aug-16	\$17,569.33	1,021,473	\$836,249.97	\$13,867.16	\$3,702.17
Sep-16	\$17,910.28	1,041,295	\$818,339.69	\$14,286.45	\$3,623.83
Oct-16	\$34,491.93	2,005,345	\$783,847.76	\$31,463.07	\$3,028.86
Nov-16	\$3,396.00	197,442	\$780,451.76	(\$454.08)	\$3,850.08
Dec-16	\$35,138.89	2,042,959	\$745,312.87	30,098.84	5,040.05
Jan-17	\$54,075.13	3,143,903	\$691,237.74	47,133.31	6,941.82
Feb-17	\$43,398.83	2,524,585	\$647,838.91	37,720.33	5,678.50
Mar-17	\$33,841.17	1,967,510	\$613,997.74	29,101.56	4,739.61
Apr-17	\$26,474.69	1,539,226	\$587,523.05	20,805.96	5,668.73
May-17	\$22,529.00	1,309,826	\$564,994.05	18,178.06	4,350.94
Jun-17	\$19,787.19	1,150,418	\$545,206.86	15,825.36	3,961.83
Jul-17	\$18,220.18	1,059,313	\$526,986.68	14,517.30	3,702.88
Aug-17	\$18,917.65	1,099,863	\$508,069.03	15,284.79	3,632.86
Sep-17	\$14,981.23	871,002	\$493,087.80	12,013.37	2,967.86
Oct-17	\$17,243.77	1,002,545	\$475,844.03	13,628.47	3,615.30
Nov-17	\$22,952.13	1,334,426	\$452,891.90	18,697.17	4,254.96
Dec-17	\$33,412.75	1,942,602	\$419,479.15	\$28,491.25	\$4,921.50
Jan-18	\$80,092.80	4,856,558	\$339,386.35	\$73,031.82	\$7,060.98
Feb-18	\$79,597.15	4,627,741	\$259,789.20	\$72,076.18	\$7,520.97
Mar-18	\$38,583.96	2,243,253	\$221,205.24	\$33,049.23	\$5,534.73
Apr-18	\$30,134.46	1,752,003	\$191,070.78	\$23,225.23	\$6,909.23
May-18	\$25,050.03	1,456,397	\$166,020.75	\$19,670.89	\$5,379.14
Jun-18	\$20,902.45	1,215,259	\$145,118.30	\$16,793.47	\$4,108.98
Jul-18	\$16,971.45	986,712	\$128,146.85	\$13,911.30	\$3,060.15
Aug-18	\$17,810.98	1,035,522	\$110,335.87	\$13,927.96	\$3,883.02
Sep-18	\$17,570.00	1,021,512	\$92,765.87	\$14,028.73	\$3,541.27
Oct-18	\$18,875.20	1,097,395	\$73,890.67	\$15,176.94	\$3,698.26
Nov-18	\$25,415.55	1,477,648	\$48,475.12	\$20,638.59	\$4,776.96

Total Amount Collected, to date: **\$805,348.88**

Over/Under Collection **\$48,475.12** Remaining Balance to Collect

RATE CASE EXPENSE SURCHARGE

A. APPLICABILITY

The Rate Case Expense Surcharge (RCE) rate as set forth in Section (B) below is pursuant to the following cities either approving via City Ordinance or operation of law the Gas Utilities Docket No. 10488 Unanimous Settlement Agreement signed March 24, 2016 between Texas Gas Service (TGS) and the Cities of Galveston, Bayou Vista, Port Neches, Port Arthur, Nederland and Groves, Texas (collectively, the "Cities"). This rate shall apply to the following rate schedules of Texas Gas Service Company in the incorporated areas of the Cities served in TGS's Gulf Coast Service Area: 10, 20, 30, 40 and T-1.

B. RCE RATE

All Ccf during each billing period: \$0.0172 per Ccf

This rate will be in effect until all approved and expended rate case expenses are recovered under the applicable rate schedules. Texas Gas Service Company will recover \$706,179 in actual expense and up to \$147,645 in estimated expense, not to exceed actual expense. The Rate Case Expense Surcharge will be a separate line item on the bill.

C. OTHER ADJUSTMENTS

Taxes: Plus applicable taxes and fees (including franchise fees) related to above.

D. CONDITIONS

Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.

E. COMPLIANCE

TGS shall file a reconciliation report annually on or before December 31st, commencing in 2016. TGS shall file the report with the Commission, Addressed to the Director of the Oversight and Safety Division and referencing Gas Utilities Docket No. 10488, Rate Case Expense Recovery Report. The report shall include:

- The volumes used by month by customer class during the applicable period,
- The amount of Rate Case Expense recovered, by month
- The outstanding balance, by month

Initial Rate Schedule

Meters Read On and After
July 27, 2016



ANNUAL REPORT
2018

TABLE OF CONTENTS

Message from the Chair	1
Message from Board of Regents Chair	2
Vision, Mission, Goals	3
Message from the President.....	4
Brief History	5
Letter from UA Student	6
Universal Access Community Endowment.....	7
UA 2017-18 Scholars & Graduates	8
Gabriel Prusmack	10
UA Non-Tuition Endowment.....	12
The Moody Foundation	13
Yessica Ramos-Barrios.....	15
GCF Financials	16
Jessica Raeke.....	18
Denise Vargas Escobar	19
Newly Established Scholarships	20
Managed & Invested Scholarships	21
GCF Donor Report.....	23
Current & Former Directors	27
Tribute to Jan Coggeshall	28



On behalf of the Galveston College Foundation (GCF), this inaugural issue of the 2018 Annual Report is dedicated to our immediate past Chair, Jan Coggeshall. She gave in every way to the cause of education, and in particular, higher education. Her extraordinary personal generosity as well as her ability to lead inspired people from every walk of life and political persuasion to be part of the solution. Jan's passion was that the community guarantee an opportunity to earn a college degree on the Island without incurring inordinate debt.

For over 17 years, the Universal Access Community Endowment Scholarship (UA) has supported over 1700 students to attain a college degree, workforce certifications, or acquire transferable credits to a state college or university. More than 94% of our scholars are retained and eventually graduate or transfer on within 2.6 years of initiating their college career. In 2017-18, GCF was supporting 112 current students and graduated 55.

message from GARRIK ADDISON, CHAIR GALVESTON COLLEGE FOUNDATION

In 2013, the total UA award for each eligible student was \$2,400. This amount covered just over half of the total cost of tuition and required fees at GC. Over the next five years, the GCF Board renewed its fundraising efforts to achieve the original mission of UA, which was to pay the full tuition and required fees for eligible Galveston high school graduates to attend GC.

In 2015, the GCF received a \$3,000,000 grant from The Moody Foundation. In 2016, the Permanent Endowment Fund (PEF) granted \$500,000 to UA.

These grants, along with other significant local gifts, more than doubled the assets of the UA endowment. Today I am proud to say that UA students, starting this Fall 2018, will receive a UA award of \$4,620, which finally meets the goal of UA.

With tuition and required fees essentially secured, the GCF was inspired to find additional ways to help remove barriers to retention, graduation and employment for UA students. This effort further gained momentum in 2016 when a separate seed gift from the PEF of \$100,000 was awarded specifically to begin a second community endowment for non-tuition educational expenses.

GCF began focusing on how to cover the costs of these non-tuition educational expenses such as books, digital equipment, course required tools, as well as testing & licensure fees for students.

Earlier this year, the GCF Board embarked on a \$6,000,000 campaign to help defray costs associated with non-tuition related needs. In August of this year, The Moody Foundation awarded another grant of \$3,000,000 for this purpose. This grant has helped leverage principal donations and pledges for non-tuition educational expenses totaling just over \$3,400,000 spearheaded by the GCF Development Growth Committee.

The Universal Access Community Endowment is a profound catalyst for personal, professional and community success. In this inaugural annual report, we celebrate the successes of the students we serve, and those who make it possible.

Thank you, to the Galveston community, for all you do to make it a reality.

Garrik Addison



Universal Access Community Endowment Non-Tuition Education Expenses scholars: Top—Ethan Torres and Haelen Betancourt. Bottom left—Taylor Johnson*. Bottom Right— Kyle Wheeler. *2017—18 Graduates*



message from **KAREN FLOWERS, CHAIR BOARD OF REGENTS**

Once upon a time, back in the day, and for a minute, I was an elementary school teacher with aspirations of changing lives on the front lines of a classroom. As a young girl, my family moved to the island. I attended Galveston schools and graduated O'Connell High School. And true to form, followed the path of most of my peers, I went away to school, earned a baccalaureate degree, and teaching certificate. Also, like many Galvestonians, I later went to work in the family business; and, in my case, entered my father's world and learned about everything automotive!

Then, as now, the meaning of family and the value of education were inextricably linked together. The love of learning and making it universal in my community has been a running theme, but never more so than during the last five years as a member of the Galveston College Foundation Board of Directors.

The Foundation's symbiotic relationship with the College has allowed public confidence in our programs and scholarship opportunities to flourish and grow dramatically over the last four and half years in an unprecedented way. Moreover, access to existing academic and technical programs are available through private Foundation funds to Galveston high school graduates (within the College's taxing district) who are ineligible for federal sources of higher education funding such as Pell Grants.

In the last year alone students who received the renowned Universal Access Community Endowment Scholarship, were retained and graduated within 2.6 years of beginning their college career. Within the pages of this report, you will see read about Universal Access scholarship alumni

who live and work in Galveston in the careers for which Galveston College prepared them. A fine artist, a well-respected biologist, a dynamic restauranteur/executive chef, and an aspiring business developer are among the ranks of those that GCF has recently supported through the generosity of the community at large. That is quite an achievement.

The best part of that achievement is that each of them returned to be a part the community that loved them. I can identify very well with their longing to bring their futures and that of their children back to the Island that gave them their start. We are fortunate that Galveston College has been a part of us for over fifty years and that Galveston College Foundation has provided the means and opportunity for so many. Although no longer in the classroom or in the family business, I continue to serve the community that gives everyone an opportunity to succeed. The College and the Foundation permit me to be part of changing lives for the better, and advocate for the progress necessary to insure the future of our Island home.

Enjoy the Annual Report 2018 and let me know what you think!

Karen Flowers



VISION

The Galveston College Foundation is a premier fund raising organization that actively encourages the community to invest, through it, the funds and other assets and energies needed for

Galveston College and its students. With this effort the Foundation will help perpetuate the College and assist it to operate at a level far above that which can be achieved using only state and federal funding.

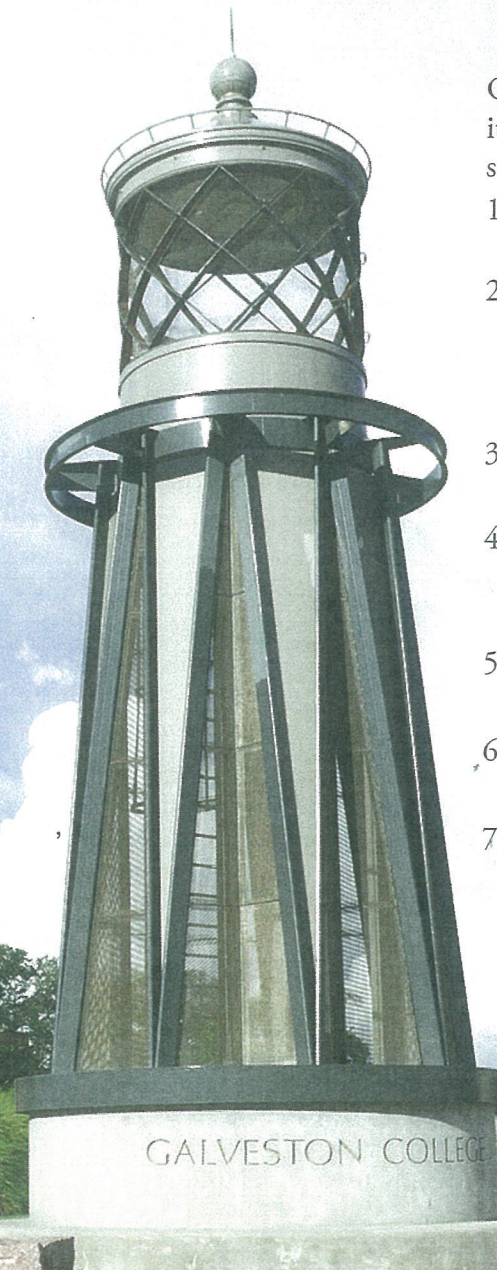
MISSION STATEMENT

The Galveston College Foundation exists to support and enhance the ability of Galveston College to accomplish its mission of improving people's lives through lifelong learning.

GOALS

Galveston College Foundation seeks to fulfill its mission through ensuring the College's success by:

1. Seeking the resources to offer all qualified students a scholarship to the College.
2. Developing a partnership between the College and the community that places Galveston College at the center of the community.
3. Embracing diversified strategies for raising funds.
4. Developing community affinity groups that address long-term needs for college programs.
5. Being Galveston College's premier partner for the development of the College.
6. Maintaining an integrated and fiscally sound management system.
7. Being held publicly accountable for its management practices.



message from
**W. MYLES SHELTON, PRESIDENT
GALVESTON COLLEGE**

Amid all the conversation about endowment and asset size, investment performance, and even cuts in state funding, it would be easy to get lost in the numbers. As stakeholders in Galveston College Foundation (GCF), Galveston College would never want the “how” of giving to overshadow the “why” of your generosity.

GCF’s purpose is to encourage, support and invest in charitable giving for the benefit of the College’s academic and technical programs and scholarships to aid students in attaining an associate college degree, transfer of credits to a four year university program, or necessary workforce certification. It also manages and invests funds for essential facilities growth such as the eagerly anticipated Abe and Annie Seibel Foundation Student Residence Hall complex.

GCF’s Development Growth Committee seeks and manages preliminary dollars in support of the upcoming campaign for the Nursing, Health Sciences & Culinary Arts/ Nutrition Systems Building.

Every day, the College acknowledges the powerful mission of the Foundation and its conscientious Board of Directors through their service which informs, inspires, and works closely with generous donors who support our College. As you read through the impressive achievements of the Universal Access Community Endowment Scholarship recipients, know this cannot happen without you.

The Foundation’s commitment to you is accomplished by the Office of Development/Foundation & Grants in the following ways:

Make giving simple—Whether you make a gift online, write a check, perform a wire transfer, or create a planned gift or bequest, they are here to help.

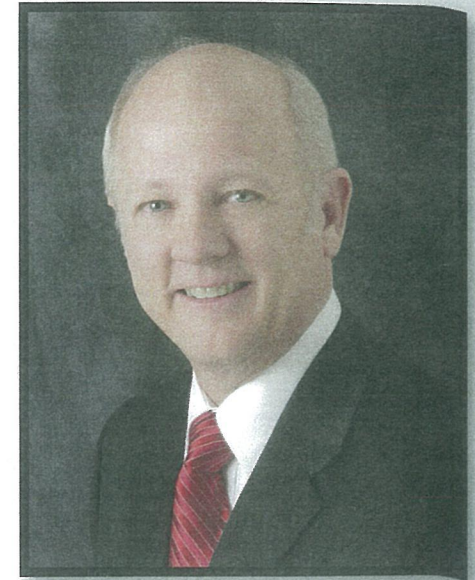
Let you know that your gifts matter—Supporting the College and Foundation is an important expression of your priorities and values. As a transparent organization, you are encouraged to play an active role in knowing where your money goes and how it is spent.

Invest and manage your gifts wisely—The Foundation’s outstanding investment results happen by design, not chance.

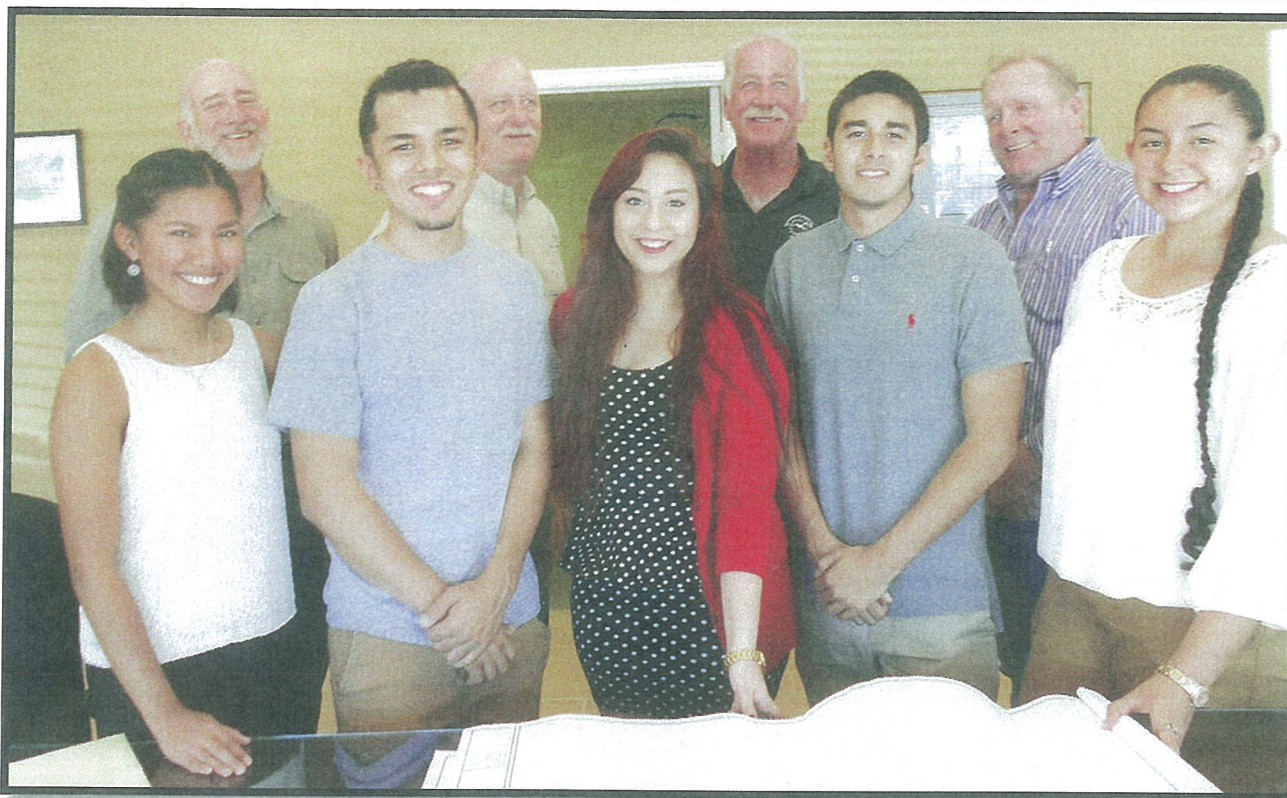
The GCF’s senior volunteer leadership and skilled investment management will confidently establish or upgrade endowed funds.

On behalf of the administration, faculty and staff, allow me to express sincere appreciation for your generosity and our pride in the Foundation’s stewardship of your gifts.

Myles Shelton



*Universal Access Community Endowment scholar, Litao Xiao,
with Dr. W. Myles Shelton, President of Galveston College*



From left to right – student Mia-Monica Laluan, Michael McDaniel, student Devon Painter, Mark McDaniel, student Brianna Alcazar, student Anthony Lozano, Matthew McDaniel, student Gabriela Zepeda, and Morris McDaniel. McDaniel Construction Co., Inc. is a sustaining donor of the Universal Access Community Endowment Scholarship

BRIEF HISTORY

Founded in 1996, Galveston College Foundation is a 501(c) 3 non-profit organization that receives gifts, grants, donations, and scholarships for the benefit of Galveston College and its students. Since its founding, it has helped more than 1,700 students attain their dream of attending college. Thanks to the generosity of a consistent community of donors and strategic financial management.

Galveston College Foundation holds assets as of August 31, 2018 of \$17,500,000 largely restricted in areas of the performance-based Universal Access Community Endowment Scholarship (UA), separate UA Books, endowed and special program project funds, and a Title V Endowment. Since 2013, the Foundation has embarked on an aggressive growth strategy to build

upon existing and future donations to ensure the continued viability of meeting its strategic mission goals and objectives.

The Foundation Mission exists to support and enhance the ability of Galveston College to accomplish its mission of improving people's lives through lifelong learning.

2018 BOARD OF DIRECTORS

Garrik Addison, Chair
Jeri Kinnear, Vice Chair
Keith McFatrige, Treasurer

Frank Benavidez
Armin Cantini
Paulie Gaido, Esq.
Carol H. Hodges
Peaches Kempner
Tikie G. Kriticos
Donna Lang, Ed. D.
Robert Lynch
David Marshall, J.D.
Lauren Suderman Millo
Victor Pierson
Fred Raschke, J.D.
Victor Sierpina, M.D.

Ex-Officio Members
Karen Flowers, Chair
Galveston College Board of Regents
W. Myles Shelton, Ed. D., President
Van Patterson, Ed. D.
Vice President of Administration

Maria S. Tripovich, Director
Galveston College Foundation

LETTER FROM A UNIVERSAL ACCESS COMMUNITY ENDOWMENT SCHOLAR

Dear GCF Directors,

I am a first-generation college student. My mother and father both lacked the funds to pursue their education beyond high school and that was nearly the same reality for me. Being the oldest of three siblings, I was advised to get a full-time job and not attend college, but my teachers encouraged me to pursue a degree.

Due, in large part, to the Universal Access Community Endowment Scholarship, I am currently completing course prerequisites before transferring to UTMB School of Nursing in Fall 2018 where I will obtain a Bachelor of Science Degree in Nursing. I plan to ultimately get a Master's Degree and become a Nurse Practitioner.

In the spring of 2018, I graduated from the College with a degree in Associate of Science in Health Sciences. Attending GC was a wise decision for me academically and financially. I met many good mentors, and have become acquainted with different successful individuals. One day, in the not too distant future, I will be able to give back in terms of time, and money, to the Foundation to help others like myself.

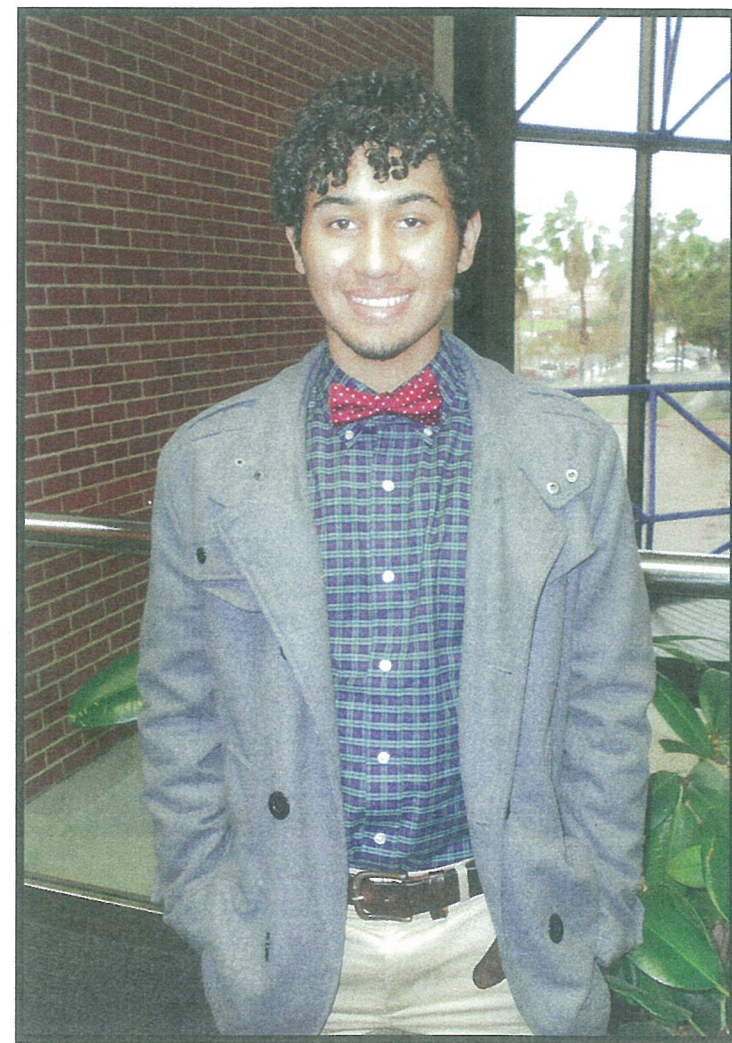
Galveston is a city with so many possibilities. Many of my peers are oftentimes unaware of how rich the island is in all the ways that they can succeed.

Even now, I share the word with as many fellow students as I can to stay in school and access the important programs available in this exceedingly generous community. Although this is a small college, it really cares about its students, and shows it by providing scholarships, tutoring, and mentoring. I know. I have taken advantage of all of it!

You have made it possible for me to make a good living and be able to support myself and one day, perhaps, even a family of my own. The future is bright on Galveston Island—somewhere near the coast of Texas.

From my heart,

Juan David Vela



UNIVERSAL ACCESS COMMUNITY ENDOWMENT SCHOLARSHIP

Since the fall of 2001, the Universal Access Community Endowment Scholarship has supported almost 1,700 students. These students are not eligible for federal or state funding--often because they or their parents make too much money and yet, they need help to complete their studies and graduate.

Gifts of size as well as highly professional management and investment practices of Board volunteer leadership grew the universal access endowment to approximately \$8,800,000. In fall 2018, Galveston College Foundation's Universal Access Community Endowment will meet the cost of full tuition and required fees

(\$4,620 plus \$200 book stipend) to complete a 60 credit-hour degree plan at Galveston College allowing for graduation in a variety of programs/certifications, or transferable credits to any public college or university four-year program and/or gainful employment.



2017-2018 UNIVERSAL ACCESS SCHOLARS & GRADUATES



*Universal Access Community Endowment scholars
Graciela Salinas (above) and
Cindy Bonilla Banegas (below)*



Aguilar, Daniela
Aguirre Aparicio, Cristian*
Ahmed, Farah J.
Alcocer, Jordan Marie
Aldape, Alexanne*
Antonio, Jhanna Marie Suzon
Araujo Perez, Luis*
Arroyo, Jasmyne A.
Avina, Jessie G.*
Avina, Matthew Antonio
Badrakumar, Aathisekharan
Bailon, Gabriela*
Banda, James D.
Bautista, Claudia
Bautista, Suguey Pacheco
Beall, Jared Mason
Becerril, Priscila
Benavides, Marcus B.
Betancourt, Haelen Lee*
Blume, Brooke*
Bly, Cameron P.*
Briseno, Alanis
Bustamante, Herlinda*
Calderon, Analyssa*
Carter, Cambrye Jordan
Caszatt, Katrina Patrese
Chapman, Konnor Anthony*
Chavez, Nicole*
Dalton, Katheryn McKenzie
Davalos, Alexis
Davis, Alyssa Briana
Delagarza, Veronica*
De Los Santos, Alfredo*
Demack, Alexandra Nicole

Dubon, Bertha*
Dutzel, Nathan Edward
Enriquez, Kora
Fentanes, Jourdan*
Ferguson, Kristi
Flanagan, Bobby*
Flores Jaimes, Aldo*
Flores Romero, Karla*
Flores Santiago, Marcos Adolf
Fonseca, Sabrina*
Ford, Christopher*
Fowler, Morgan E.
Fullen, Steven*
Galan, Amanda Grace
Ganem, David Jay
Garcia, David A.
Garcia, Emiliano
Garza Anjelica*
Garza, Taylor*
Gutierrez, Samuel A.
Hall, Chandler*
Haupt, Bianca Balfour
Henriquez, Ronald Alexander
Hernandez, Cristal
Hernandez, Esmeralda
Hernandez, Fabian Anthony
Hernandez, Glenda M.
Hernandez, Heriberto
Hernandez, Jose Ruben
Hernandez, Vanessa*
Herrera-Ramirez, Emily
Hudson, Neena*
Jenkins, Nylya Gabriel
Jerez, Brigitte

Johnson, Taylor Royal*
Jones, Aaron*
Jones, Mary Magdalen
Kenney, Annie*
Kleinecke, Jordan Matthew
Koehler, Lexie Nicole
Lara, Alessa A.
Lee, Asia Patricia*
Legrand, Daniel M.
Lidstone, Maxwell Charles



*Kelley Shepherd
Universal Access Community Endowment Scholar*

Little, Destiny M.
 Longoria, Liliana
 Lopez, Denora A.
 Lopez, Karina*
 Luck, Jessie Lee
 Lujan, Leslie
 Lund, Evan Andreas
 Marquez, Elena M.
 Marquez, Martin
 Martinez, Ashley*
 Martinez, Aydee Ailed
 Martinez, Lisbeth L.
 Mathers, Shannon Christine
 McNatt, Paul*
 Mendoza, Oscar*
 Mills, Lashana*
 Miskowic-Fajardo, Daniela
 Moffett, Tiffany Nicole
 Moffett, William Albert
 Morales, Jonathan Alexander*
 Mosley, Keylan D*
 Murphy, Kevin*
 Nepomuceno, Christian M.
 Nolasco, Sebastian Cesar
 Nusbaum, Ralph*
 Ortega, Samuel Benjamin
 Ortiz, Karen Pamela
 Oyervides Rosales, Vanessa
 Pameron, Adam Nathaniel*
 Pena, Maurissa*
 Pennington, Megan Rose
 Perez, Leslie*
 Perez-Carrasco, Yareli
 Peters, Lynde Vi
 Plata Coverston, Nayeli
 Proffitt, Devon Anthony
 Puckett, Carolyn E.

Quevedo, Maria Paula
 Ramos, Anali*
 Ramos, Mayte*
 Ramos Barrios, Yessica S.*
 Randle, J'Armon*
 Randle, JoMar Xavier
 Reddin, Brandi*
 Rodriguez, Katarina J.
 Rodriguez Martinez, Melissa
 Rosales, Alberto*
 Rungay, Liam Patrick
 Ruttiger, Megan*
 Salazar, Alejandro J.
 Salinas, Brittany*
 Salinas, David*
 Salinas, Julissa Guadalupe*
 Sanchez, Petra Gabriela
 Santillana Escalante, Aminta
 Schaun, Joao Victor
 Shepherd, Kelley Jane
 Smith, Kathryn Clark
 Soord, Nathan Jamar
 Sosa, Dayana*
 Stakes, Kristi Elizabeth
 Stephenson, Lindsey C.
 Stevens, Katherine Elizabeth
 Tapia, Paola
 Termini, Caroline Antoinette
 Thomas, Catherine Alia
 Torres, Ethan Jacob*
 Torres, Heather*
 Trevino, Destine*
 Trimble, Taylor Elise
 Tzoy-Lopez, Edgar Gudiel
 Urushihara, Henri Fabius
 Vega, Alicia*
 Vega Cerda, Sandra*
 Vela, Juan*

Vergara, Camila*
 Webster, Haley
 Weldon, Alison M.
 Wheeler, Kyle Richard
 Woods, Brandon Matthew*
 Xiao, Litao*
 Zepeda, Felipe E.
 Zuniga, Ryan*

**Graduated*



Universal Access Community Endowment Scholars Jeremiah Henderson, Brandon Woods, and Rachel Minton-Marshall



Universal Access Community Endowment scholar, Nathan Soord, with Ron Crumedy, Acting Vice President of Student Services



Former GCF Chair, Jan Coggeshall, and Universal Access Community Endowment scholar, Adam Pameron

Alumni Success Story

GABRIEL PRUSMACK

The art of being free
Faith fuels Galveston College graduate's passion for art, life



Galveston College graduate Gabriel Prusmack is an industrial pop artist. His vibrant spray-painted murals with his “be free” signature swirl can be seen in public spaces and establishments throughout Galveston County and the Gulf Coast region.

But Gabriel’s story is more about freedom – a journey of faith and a belief in God that he credits with the fulfillment of his dream of becoming a full-time artist.

The youngest of six children of parents Thomas and Leticia Prusmack of Galveston, Gabriel has lived in Texas all of his life.

“I grew up in a family of artists,” Gabriel shared while working on his latest commissioned piece – interior wall murals for the new Delores Fenwick Nature Center in Pearland (shown in photo above and on right).

“My grandmother was a painter. One of my brothers paints and sketches. Two of my brothers are musicians,” he said. “I have been surrounded by art all of my life.”

While visiting an older brother in Venice Beach as a teenager, Gabriel took notice of the art of graffiti.

“I was working with my brother out in L.A.,” Gabriel said. “And I saw all of the graffiti. It inspired me. I thought, ‘I can do this.’”

Gabriel’s work has evolved from his early days of tagging abandoned buildings with graffiti to widely acclaimed pieces, most of which are commissioned, and wood and metal art.

His striking murals can be found in a variety of places on the Island, including “The Voice of God,” his largest outdoor piece to date, which is located on the exterior wall of Shark Shack at 24th and Strand in Galveston; “Greetings from Galveston” at Saengerfest Park, 23rd and The

Strand, Galveston; “Sea Turtle” at Menard Park, 28th and Seawall Boulevard; a mural on the back wall of the Sherwin-Williams’ paint store building at 61st Street and Broadway; and a wall at the Antonelli Plaza at 2528 Ball St.

His favorite piece is a commissioned mural at Moe’s Corner Store, 1902 23rd St., Galveston, which features his signature “Be Free” design and his favorite subject: birds.

“I got a lot of jobs from the Moe’s job,” he said. “I love painting birds. They are fun to take apart and put back together. Birds and vehicles. I like to deconstruct and reconstruct vehicles, too.”



Growing up in Galveston, Gabriel learned to surf and skateboard at an early age. He won several state championships in surfing and traveled throughout the nation to compete in both surfing and skateboarding competitions.

Soon after graduating high school in 2006, Gabriel joined the staff of Island Church with Pastors Rusty and Leah Martin. He also started a skate park ministry called Skating for Jesus in the spring of 2012.

He came to Galveston College as a Universal Access Community Endowment scholar, and in May 2013, graduated from Galveston College with an Associate of Arts in general studies.

Gabriel is quick to praise Galveston College art professor, John Stovall, and other mentors at Galveston College

and Ball High School who have helped him hone his craft.

"I wish they would have taught me about taxes in school," he joked. "My whole family is all about business, and now that I have my own business, I'm learning." Gabriel said his art is designed to inspire positivity and happiness.

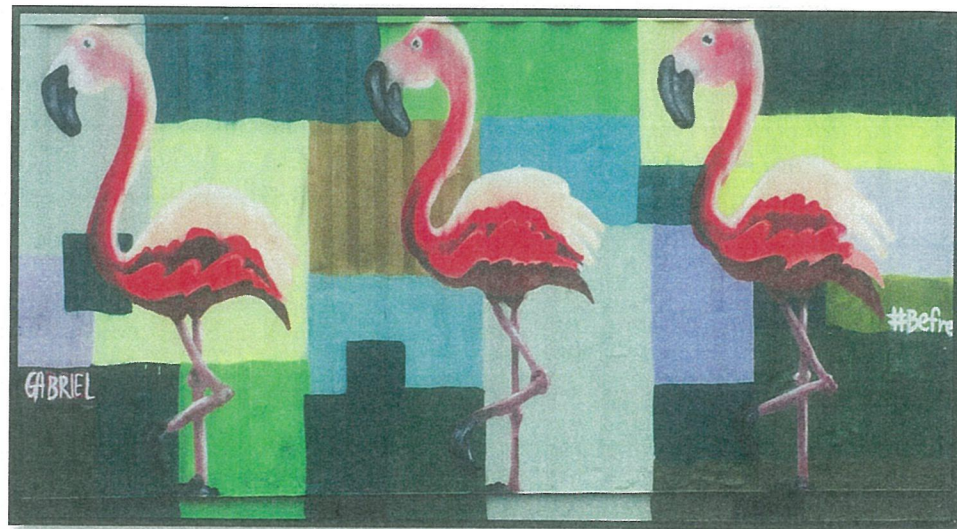
"All I promote is joy. I don't paint skulls. I don't paint nudes," he said. "I would rather paint a smile. My joy comes from Christ. The reason I live a 'be free' life is because Christ has made me free."

To see more of Gabriel's work, visit gabrielprusmack.com.

Article and photographs courtesy of Galveston College Offices of Public Affairs and Development, G.C. Foundation & Grants.



Photographs in clockwise order: "Gabriel Prusmack Surfing in Galveston" photo courtesy of Galveston County Daily News, Shrimp 'N Stuff Parking Lot Mural and Moe's Corner Store Mural. All location are in Galveston, Texas.



NON-TUITION EDUCATIONAL EXPENSES ENDOWMENT

\$6 MILLION CAMPAIGN

2018—2021



Universal Access Community Endowment Non-Tuition Educational Expense Scholars (left to right): Litao Xiao, Maria Quevedo, Yessica Ramos-Barrios*, Leslie Lujan, Asia Lee*, and Matthew Avina*

With success in meeting the fully funded tuition and fees objective in 2018, the Board began to address the question of how to reduce attrition and decrease the total number of semesters a UA scholar takes to meet their educational objective.

With this in mind, the Foundation reviewed the costs of attendance at Galveston College. The resulting report to the Board highlighted the impact of rising costs outside of tuition and fees. For example, monies required for books typically comprises another 25-40%. In addition, program-specific fees can easily increase costs by another 30-35%.

Another powerful deterrent to student achievement and success are the costs of digital equipment and access codes which are essential for every 21st century college student regardless of major.

Early and on-time graduation for UA scholars delivers a sizeable return on

investment in the form of economic expansion through sustained employment, higher earnings, new and continued business development, and ultimately, higher tax revenues. Long-term economic progress in Galveston is contingent upon the financial support given to our students to pursue higher education.

The successful application to the Moody Foundation for \$3,000,000 allows the Foundation to expand on the success of the UA scholarship program.

Currently, the Board is in the process of reviewing, adapting and incorporating the policies needed to administer the Non-Tuition Educational Expenses Fund (NTEEF).

At \$3,400,000 in cash and pledges, GCF is slightly more than half-way to goal.

mission launch
**THE MOODY FOUNDATION AWARDED
\$3 MILLION TO
GALVESTON COLLEGE FOUNDATION
FOR
NON-TUITION EDUCATIONAL
EXPENSES CAMPAIGN**

The Moody Foundation awarded \$3,000,000 to Galveston College Foundation toward a second community endowment campaign for new funds to cover specified non-tuition educational expenses.

Earlier this year, the Board of Directors of the Galveston College Foundation launched an ambitious \$6,000,000 fundraising campaign to establish policy and distribution of invested funds for eligible Universal Access scholarship recipients to receive not only tuition, fees and books, but funding for other unmet education needs.

The Universal Access Community Scholarship Endowment (UA) supports Galveston high school graduates who are ineligible for federal funding toward their higher education goals at Galveston College. Currently, the UA Endowment pays for up to 60 credit hours for tuition, required fees and a book stipend.

In 2014, the Moody Foundation gave the UA Community Endowment \$3,000,000 effectively more than doubling the endowment. That gift reinvigorated support from the community toward fully endowing the UA Scholarship for Galveston students.

In fall 2018, Universal Access scholars began receiving \$4,620 plus a book stipend toward an academic degree and/or workforce certificate. Students must maintain a 2.0 grade-point average to retain the scholarship.

As of Aug. 1, the Moody Foundation committed to supporting half of the funds necessary to support a second campaign to underwrite associated costs beyond that of tuition and mandatory fees. The foundation's \$3,000,000 gift will be awarded in two installments: \$1,500,000 was paid in August. The remaining balance is expected in early 2019. These funds will be added to more than \$340,000 in cash and pledged support from individuals and families

The Non-Tuition Educational Expenses Fund is designed to potentially fund program-specific needs, including books, testing, licensure fees, and digital tools with internet access codes.

"The Universal Access Community Scholarship Endowment and the Non-Tuition Educational Expenses Fund campaign seek to fully assure a college



*Moody Foundation Trustee, Ross Moody with Daniel Fink,
Galveston College Radiography Program Director*

education for Galveston students and their families without incurring debilitating debt," said Maria S. Tripovich, director of the Office of Development/ Galveston College Foundation & Grants.

"An enlightened citizenry is necessary for a well-functioning society and propagation of our country's highest ideals. Toward that end, The Moody Foundation and Galveston College Foundation are allied through a dedicated investment of resources to make higher education universal in Galveston."

 **MOODY**
FOUNDATION



Above (from left to right): President Dr. W. Myles Shelton, Angela Blair, Director of Education at The Moody Foundation representing the \$3,000,000 gift for Universal Access Non-Tuition Educational Expenses Endowment, and Dr. Donna Lang, GCF Director attending the inaugural Universal Access Community Endowment for Non-Tuition Educational Expenses Award Ceremony.



***Right** (left to right): William Maury Darst Memorial Scholarship donors Dr. Sidney & Mrs. Marlene Young, Mrs. Catharine Darst Knight, and Darst scholar, Dalia Orea.*



2018 UA TOP TEN GRADUATE: YESSICA RAMOS-BARRIOS

and dedicated, but he would go above and beyond the expectations I had for a professor. Ms. Geisu Lewis, my advisor, also had a tremendous impact on my success. Ms. Lewis was there for me since the beginning of my journey at Galveston College. She has helped me every step of the way, she had encouraged me to dream big, and because of her and the support she gave me I know that I can accomplish anything, and above all she cared about me and my success at Galveston College. I'm beyond grateful to have had an advisor like Ms. Lewis who to this day believes in my potential and my future accomplishments.

I would like to be a full-time student, but I am faced with an even heavier financial burden now that I am attending the University of Houston and am receiving no help from TASFA. Although this is another financial obstacle, I know that I can overcome it again as I did at Galveston College. My goal is still the same, which is to earn a college degree, and I am going to achieve it. I am extremely grateful to Galveston College and the Universal Access Community Endowment Scholarship which played an enormous role in my success.

Currently, I am continuing to further my education by attending the C. T. Bauer College of Business at the University of Houston and planning on majoring in Management Information Systems (MIS). I'm currently living in Aspen Heights, which are off-campus student apartments while looking for a steady job. The best experience I had at Galveston College was my last semester (Spring 2018) and graduation. My last semester I was taking 15 hours while working to graduate with high honors which taught me determination and perseverance. All of that hard work paid off when I graduated with high honors and truly earned my name on that diploma.

I am so appreciative to Mr. Don Davison; he has contributed to my success at Galveston College significantly. Mr. Davison was not only intelligent

Universal Access was the biggest reason I was able to complete my Associate Degree in Business Administration. When I started to attend Galveston College I had limited funds for my courses since I only had a summer job in high school. My mother was devastated knowing that she could not provide the financial help that I needed. While struggling to make ends meet and prioritizing my two younger siblings' needs, the dream of a higher education began to seem unattainable. When I qualified for the Universal Access 21st Century Scholarship some of the financial pressure was lifted from my mother and I was motivated to continue my hard work and pursue my dream of being the first in my family to obtain a college education. This scholarship made getting my associate degree possible and achievable. Universal Access was a tremendous financial help and because of this scholarship I have earned and saved funds to continue my education at the University of Houston.



WHAT WE SUPPORT:

Tuition, Required Fees and Books

Non-Tuition Educational Expenses:

Books, Equipment,

Online Access Codes for Distance Education,

Digital Books, Licensing Fees,

Testing Fees

LARGEST GIFTS:

From an Organization

\$3,000,000

Universal Access Community Endowment Non-Tuition

Educational Expenses

The Moody Foundation

From a Family

\$50,000

Armin & Gail Cantini

Lynn Levin Cantini Memorial Nursing Scholarship

From a Corporation

\$50,000

Del Papa Distributing Company

Lawrence J. Del Papa Memorial Nursing

Endowment Scholarship

\$50,000

Gaido Properties II, Inc.

Maureen E. "Kewpie" Schwerdtfeger Gaido

Resource Library Fund

Planned Bequest Gift

\$50,000*

Dr. Bruce and Kay Leipzig

Faye and Nick Kralj

Memorial Endowment Scholarship

Gift to an Existing Scholarship

\$10,000

Dr. Sidney & Marlene Young

William Maury Darst Memorial Scholarship

**Pledge*

Galveston College Foundation FINANCIALS

Galveston College Foundation Statements of Financial Position

As of August 31, 2018

	Total	
	As of Aug 31, 2018 (audited)	As of Aug 31, 2017 (PY) (audited)
ASSETS		
Cash and cash equivalents	\$ 20,107	\$ 38,102
Contributions receivable - current	1,531,963	67,850
Contributions receivable - future	31,308	40,169
Investments	15,886,155	13,269,495
TOTAL ASSETS	\$17,469,533	\$13,415,616
LIABILITIES AND EQUITY		
LIABILITIES		
Accounts payable - Galveston College	\$ 0	\$ 43,902
Total Liabilities	\$ 0	\$ 43,902
NET ASSETS		
Unrestricted	226,348	237,188
Temporarily Restricted	5,948,405	4,994,401
Permanently Restricted	11,294,780	8,140,125
Total net assets	\$17,469,533	\$13,371,714
TOTAL LIABILITIES AND EQUITY	\$17,469,533	\$13,415,616

WHAT WE SUPPORT:

The Galveston College Foundation is an independent 501 (c) 3 that was founded to support Galveston College through fundraising locally, regionally and nationally. Our mission is to support Galveston high school graduates through an earned scholarship program as they strive to obtain their first two years of a baccalaureate or the foundation of a career through an Associate degree or Certificate debt free regardless of their family's ability to pay.

In 2018, GCF began its Community Endowment for Non-Tuition Educational Expenses at Galveston College campaign. Building on an initial award of \$100,000 by the Moody Permanent Endowment Fund, GCF obtained a \$3,000,000 award from The Moody Foundation to aid in developing a scholarship program to raise funds to help our Universal Access scholars meet the rising costs of education outside of tuition and fees.

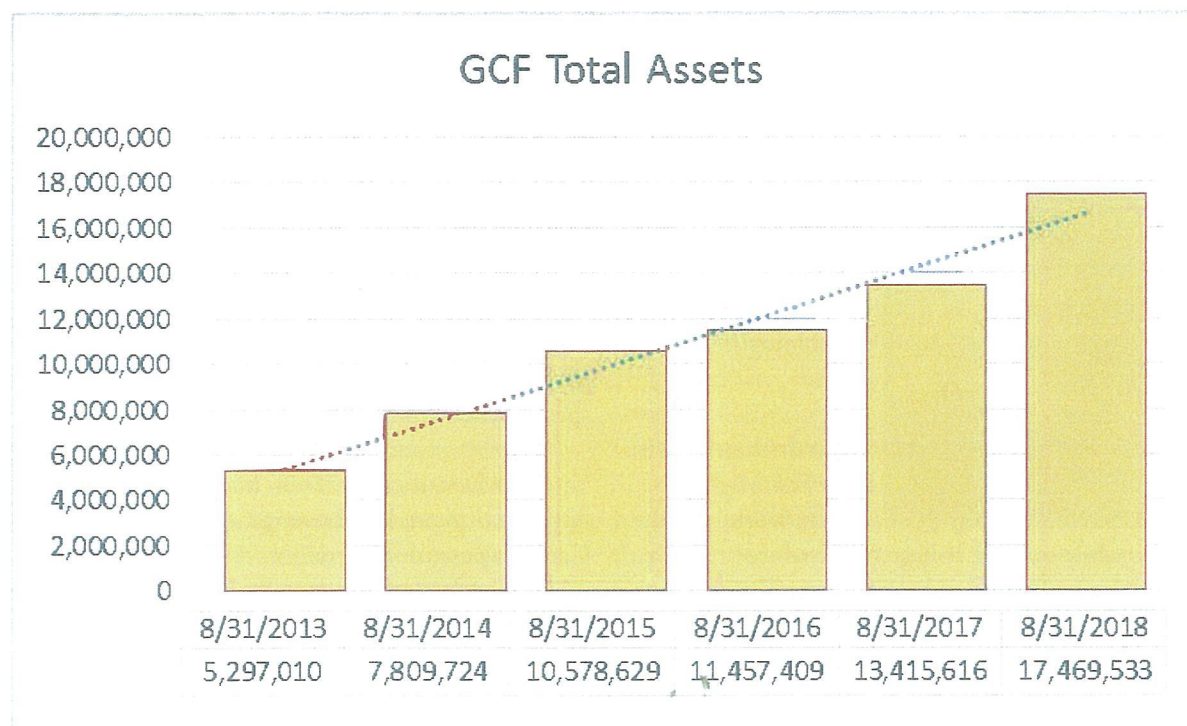
At the center of the Foundation's effort is the recruitment and nurturing of endowments. The financial health of the Foundation has never been better resulting from the introduction in 2013 of a thoughtful and active process of establishing carefully managed, growth-bearing accounts with oversight by a knowledgeable board. The above graph shows Galveston College Foundation assets have increased from \$5,300,000 to approximately \$17,500,000.

Because of this period of successful fundraising coupled with grant submissions, the benefits quickly became evident by 2015 and are reflected in the graph above. The resulting growth allowed for a series of increases in the total UA lifetime award and introduction of the textbook stipend. By August 31, 2018, the amount for the Universal Access endowment balance had grown to \$12,265,695. In 2017, Galveston College Foundation was able to award ten "UA Plus" scholarships to its highest academic achievers at an awards ceremony held in their honor.

In 2018, the Board achieved a major objective to fund a 60 credit hour Galveston College education for eligible students through the Universal Access program. Starting in fall 2018 semester GCF is able to provide \$4,620 (the cost of a sixty credit hour Associate degree) and a \$200 one-time stipend towards books.

Other Scholarships:

In addition to the Universal Access Community Endowment Scholarship program, GCF administers over fifty scholarships designed to benefit students that range from focuses on music, athletics, culinary arts, to degree-specific such as nursing or psychology.



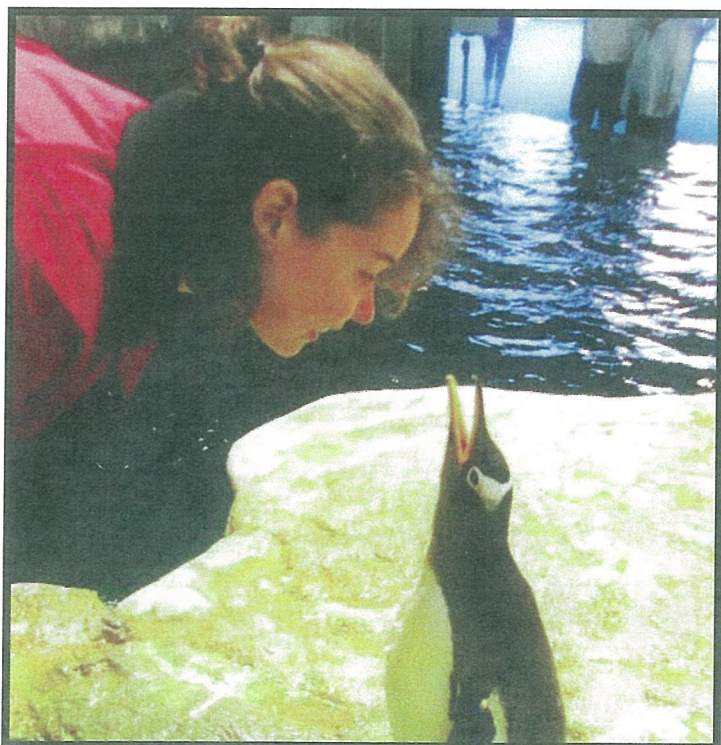


Alumni Success Story

JESSICA RAEKE

Jessica Raeke hails from Baltimore, Maryland, and moved with her family to Galveston when she was seven. Daughter of two science centric parents, she knew from a young age she wanted to work with animals. Her father worked with penguins at the Baltimore Zoo, then at Moody Gardens, so it was a natural path for her to be interested in becoming a biologist and work in zoology.

Having volunteered at Moody Gardens during high school, when she graduated from Ball High, she wanted to immediately get hands-on working experience while starting college. She started



at Galveston College as a Universal Access Community Endowment scholar, while working at Moody Gardens as an Interpretive Naturalist. Once she achieved her Associate of Arts in General Studies, she was ready to pursue her Bachelor of Science in Marine Biology at Texas A&M University Galveston Campus, while continuing her career at Moody Gardens as a biologist working with South Atlantic Penguin species and Humboldt Penguins.

You may have met her if you have had the opportunity to take advantage of Moody Garden's penguin experience. Her enthusiasm for sharing nature in an educational yet entertaining environment is catching, and I am sure she has recruited many volunteers to their cause.

When asked how she adjusted to the smells of the penguin environment, she responds "it never really bothered (her) since she grew up with the smell of penguins through her father's work at the Baltimore Zoo."

She graduated from Texas A&M Galveston in 2016 and now works in Moody Garden's rainforest caring for more than 120 rain forest birds, with more than 40 species and 16 exhibit macaws in their 1 acre, 10 story, free-flight aviary.

As we visited, Jessica blew a whistle, calling to certain of the bird species that it was feeding time, and out of the "jungle" came Scarlet Ibis, a Blue-Crowned Motmot,



Purple Glossy Starlings, and a slightly shy Sunbittern, among other beautiful birds the average person would only see in this type of environment. Hanging back were Blue and Gold Macaws, though they were close enough for guests to get a good view. Jessica was surrounded by her "flock" as visitors came to watch the beautiful birds as they fed. Children and adults alike asked questions, and it is easy to see Jessica's passion for sharing information about the different varieties.

Jessica was happy to hear of the growth of the Universal Access Community Endowment and the new Endowment for Non-Tuition Educational Expenses. "Galveston College was a great transition for me to start my college career while also working in the field that I was planning to pursue."

Photos courtesy of Jessica Raeke, Aviary Biologist, Moody Gardens, Galveston Island

Alumni Success Story DENISE VARGAS ESCOBAR



Chef and entrepreneur Denise Vargas Escobar is about to accomplish a family business dream: A restaurant located where Club 21 previously existed which they have long thought would be perfect for the Vargas family's next restaurant, a steakhouse. Thus, Vargas Cut & Catch has been born and Galveston can expect a new culinary experience.

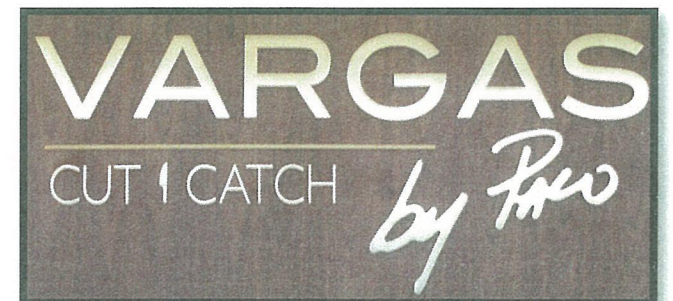
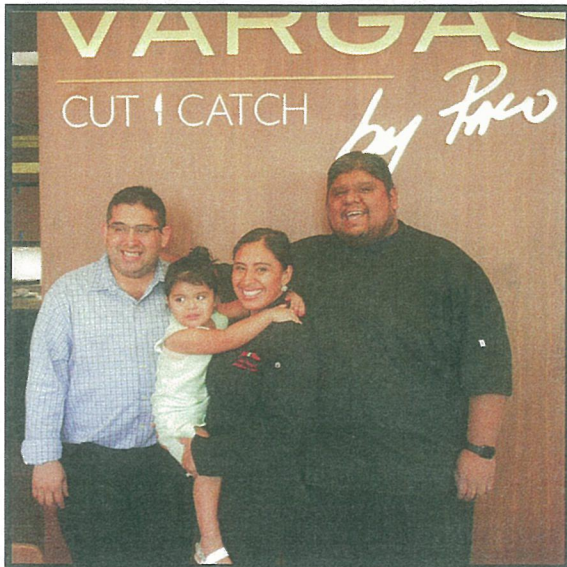
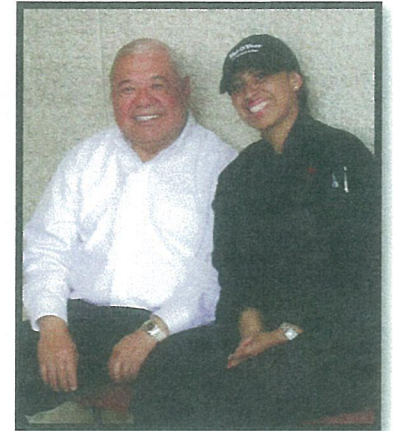
Denise and her brother Juan have been working hard all summer to have it ready to open this fall. They are perfecting the menu which will include many types of steaks, and don't we wish we were on the taste testing crew! Denise's culinary background has taught her how restaurants evolve "almost like fashion trends," and now there are so many dietary needs that need to be adapted to. "The culinary chef needs to understand you are cooking for the guest, not yourself," she stated.

Even while working long hours on the new restaurant, she considers family the most important focus in her life. With her free time she spends time educating her daughter Sophia, spending as much time with her outdoors "exploring the world." She is also very proud of her heritage and being a first generation Nicaraguan-American, and shares that pride with her daughter. Yet, even with those major obligations in her life, she has time to give back to the community. Higher education was always a Vargas family focus. Denise serves as President of the Galveston Restaurant Association, and through the organization's golf tournament, raises money to support the Francisco "Paco" Vargas Scholarship.

She was also instrumental in participating in three of the Five Fabulous Chef events at Galveston College, working side by side along with her father Paco

Vargas, while teaching students the fine art of delivering delicious food in a professional manner.

BOI (Born on the Island) and Ball High graduate, she attended Galveston College as a Universal Access Community Endowment scholar, then attended the University of Houston, earning a Certificate of Entrepreneurship from the Bauer School of Business and a Bachelor of Business Administration degree. Denise was immediately recruited by Macy's for their leadership program where she became the youngest manager in the program. But, she felt that her heart and soul belonged in the restaurant, and when Hurricane Ike hit she came back to work to help rebuild her father's legacy. She enrolled in the Culinary Arts program at the Art Institute of Houston to learn more about the business and graduated at the top of her class. The Vargas-Escobar families are growing Galveston into the next generation.





*Above: Armin Cantini (left), of the Lynn Levin Cantini Memorial Nursing Scholarship with Dr. Bruce Leipzig (right), of the Faye and Nick Kralj Memorial Endowment Scholarship.
Below (left to right): JoAnn Del Papa, Larry Del Papa and Lauren Del Papa present the Lawrence J. Del Papa Memorial Nursing Endowment Scholarship*



With Gratitude NEWLY ESTABLISHED SCHOLARSHIPS

The Lawrence J. Del Papa Memorial Nursing Endowment Scholarship

Maureen E. "Kewpie" Schwerdtfeger Gaido Resource Library Fund

John P. McGovern Memorial Nursing & Health Sciences Scholarship

Faye and Nick Kralj Memorial Endowment Scholarship*

Philip "Brother" Molis Law Enforcement Scholarship

Martin Rasmussen, Jr. Memorial Endowment Scholarship*

The Betty M. Schocke Charitable Foundation Scholarship

Hetta Jockush Towler Memorial Scholarship
&

Cecile Kempner Vocational and Technical Scholarship

Universal Access Community Endowment for
Non-Tuition Educational Expenses Campaign Fund
Moody Foundation*

** Pledge*



Paulie Gaido, GCF Director and benefactor, Maureen E. "Kewpie" Schwerdtfeger Gaido Resource Library Fund, with Betty Massey (Mary Moody Northern Foundation), and Victor Pierson, GCF Director and Chairman of the Board at Moody National Bank

GALVESTON COLLEGE FOUNDATION 2018-19 MANAGED & INVESTED SCHOLARSHIPS



Left to right: Sister Mary Agnesita Brosnan C.C.V.I. Memorial Nursing Scholarship representatives and scholars: Sr. Mary Patricia Driscoll, Mary Stewart, Sr. Rachel O'Keeffe, and Zsolt Petko



Left to right: Lynn Levin Cantini Memorial Nursing Scholarship representatives and scholars: Scott & Elizabeth Cryder, Armin Cantini, Timothy Rorie, Haley Webster, and Robert Clay

- Vandy Anderson Memorial Culinary Scholarship
- Marionette Beyah Memorial Scholarship
- Rob Brasier Memorial Award
- Sister Mary Agnesita Brosnan C.C.V.I. Memorial Nursing Scholarship
- Ben & Marjorie Brown Trust Scholarship
- Joan Cannady Memorial Scholarship
- Lynn Levin Cantini Memorial Nursing Scholarship
- Culinary Arts Scholarship
- William Maury Darst Memorial Scholarship
- Darst by Invitation Scholarship
- John Parker Davie Trust Scholarship
- Lawrence J. Del Papa Memorial Nursing Endowment Scholarship
- Easter-Wilson Endowed Scholarship
- Edmonds/Nelson/Craft/Parker Scholarship
- Laura Mae Elrod Scholarship
- Galveston College Scholars Scholarship
- Galveston Community Memorial Scholarship
- Greater Texas Foundation Scholarship
- Greenwood/Mills/Pattinson Scholarship
- Drs. Charles Eric and Octavia Hall Endowment Fund Scholarship
- Hermes / Jordan Athletic Scholarship
- Michael Hodge Memorial Scholarship
- Friends of Trudy Jordan Scholarship
- Carl Kelly Scholarship
- Cecile Kempner Vocational Technical Scholarship
- Lambdin Memorial Scholarship
- John P. McGovern Memorial Endowment Scholarship in Health Sciences
- Clelie Ann Moore Ceramics Scholarship
- Mr. Jesus & Mrs. Jesse Murillo Memorial Endowed Scholarship
- Nielson Music Scholarship
- Olga Olson Culinary Scholarship
- Larry Patton Scholarship
- Regents Scholarship
- Monica Cecilia Ruiz Memorial Scholarship

The Betty M. Schocke Charitable Foundation Scholarship

Janice Stanton Scholarship

Texas Book Company Scholarship

Jean Thompson Psychology Scholarship

Rudy Tomjanovich Foundation Scholarship

Hetta Jockush Towler Memorial Scholarship

Universal Access Community Endowment Scholarship

University Federal Credit Union Scholarship

Francisco "Paco" Vargas/Galveston County Restaurant Association
Culinary Arts Scholarship

Windle Vocal Scholarship

*For further information on applying for the scholarships listed above,
please contact the Office of Development, Galveston College
Foundation & Grants at 409-944-1306.*



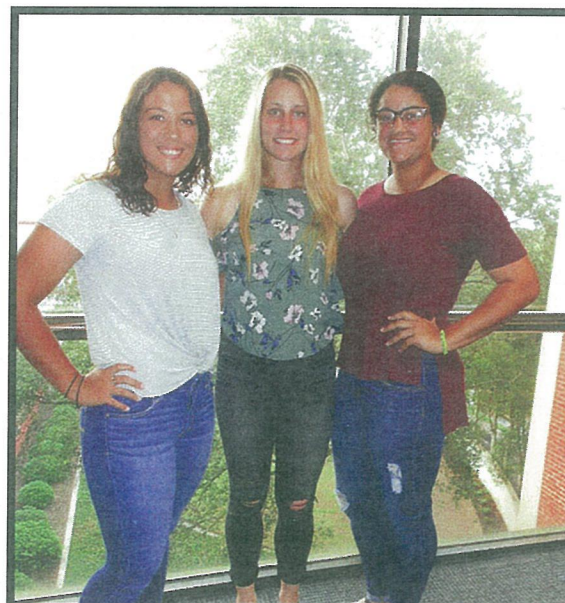
*Arely Rabago
Greater Texas Foundation Scholar*



*Jennifer Nguyen
Sister Mary Agnesita Brosnan Scholar*



*Left to right: Philip "Brother" Molis Law Enforcement
Scholars Barrington Hanna, Mario Reyes, and Eric Vela*



*Softball scholars Alexandria Lewis and Kylie Hunt
with Hermes Jordan Athletic scholar
Chesni Jones*



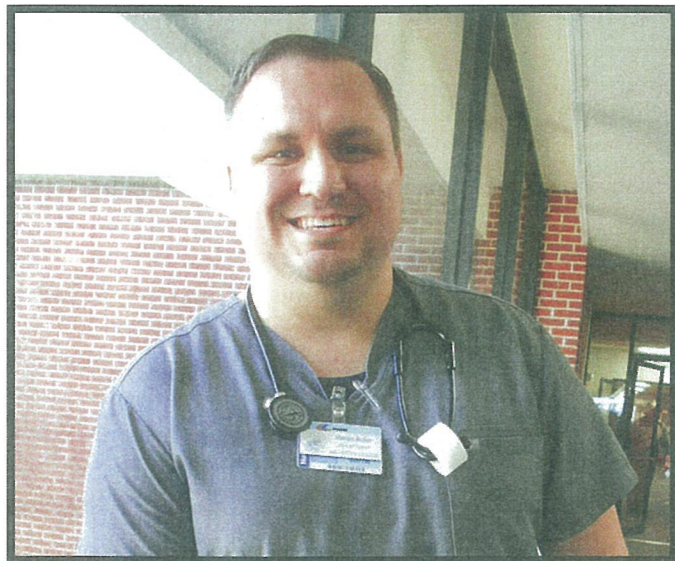
*Melina Moore
Easter-Wilson Endowed Scholarship
recipient*

GALVESTON COLLEGE FOUNDATION DONOR REPORT

September 1, 2017—August 31, 2018



Lynn Levin Cantini Memorial Nursing scholar Kim Escamilla (left) with Jennifer Barrett (right), recipient of Carl Kelly Scholarship and Drs. Charles Eric and Octavia Hall Scholarship



*Joseph Butler
Lawrence J. Del Papa Memorial Nursing Endowment Scholar*

Universal Access Sustaining Donor
Sherry Black

Donors with Matching Gifts
ExxonMobil Foundation
Scott & Elizabeth Lawhorn
Cryder
Brock & Jeri Kinnear

Harris & Eliza Kempner Fund
Allan & Anne Brasier
Armin & Gail Cantini
Robert & Susan Lynch
Victoria Marchand

Vandy Anderson Culinary Scholarship Endowment
Ann Anderson & Patrick Welsh
John Paul Gaido
Jeri & Brock Kinnear
Olivia & Walter Meyer
Ruby Neely
Frances St. John Antiques

Marionette Beyah Scholarship
Galveston College Faculty Senate

Rob Brasier Memorial Award
Bryan & Carolyn Holland

Ben & Marjorie Brown Scholarship
Moody National Bank Trust

Lynn Levin Cantini Memorial Nursing Scholarship Annual Challenge
Armin & Gail Cantini
Dan & Jane Allensworth
Vicki J. Amundsen
(IHO Cathy Conlon Townsend)
Ann Anderson & Patrick Welsh
Anonymous
Dr. Leon Bromberg Charitable Trust

Julie Cantini
John C. Crossman Jr.
Elizabeth Lawhorn Cryder
Daniel H. Daniels
John & Joal Donovan
Barbara & Charles Falkenhagen
Sheila Fields
Frederick Gaido
John Paul & Mary Kay Gaido
Sally & Jim Galbraith
Kara Harrison
Carol H. Hodges
Bryan & Carolyn Holland (IMO Lynn Cantini)
Brenda Levy Hutchings
Scott & Debra James
Harris & Eliza Kempner Fund
Dr. Mary Jan Lantz
Demetrio Maglalang
Ms. Victoria Marchand
Dr. Sandra Metoyer
Ed & Harriet Pittman (IMO Harry Mais)

Hal Rochkind Insurance
Frances St. John
Dr. & Mrs. Alan Uyehara
Anita Weiner (IHO Susan Harris)
Lee & Ann Woodson
Barbara Zimmerman (IHO Patsy Mount)

Continuing Education
Rabbi Marshall Klaven

Culinary Arts Scholarship
Confrerie de la Chaine Des Rotisseurs
Chef Paul Mendoza
Galveston College Culinary Arts Students

William Maury Darst Memorial Scholarship
Marcus Alfred
Galveston College Faculty Senate
Catharine F. Knight
Sidney & Marlene Young

Daughters of the American Revolution Scholarship
Daughters of the American Revolution George Washington Chapter

IHO—In Honor Of
IMO—In Memory Of



Nylya Jenkins

Universal Access Community Endowment Scholar

**The Lawrence J. Del Papa
Memorial Nursing Endowment
Scholarship**

Del Papa Distributing Company

ExxonMobil Scholarship

ExxonMobil Corporation

**Maureen E. "Kewpie"
Schwerdtfeger Gaido Resource
Library Fund**

Gaido Properties II, Inc.

**Galveston College Community
Memorial Scholarship**

In Memory of George F. Black

Barbara Pines Arnold
Roland and Adrienne Bassett
Carla & George Biggers
Sherry Black
Wayne & Cheryl Faircloth
Martha E. Garrison
Carol H. Hodges
David & Dr. Cissy Matthews
Michael & Ann McAfee
Janet DeVille Morgan & Trenton
F. Morgan
Dixie Posert
James & Jan Pozzi
Confrerie de la Chaine Des
Rotisseurs
Tim & Beth Shelton
Mr. & Mrs. Jerry Starkey
Friends of Larry Taylor
Peter Thompson
Zogo Technologies

In Memory of Jan Coggeshall

Dr. & Mrs. Dan and Jane
Allensworth

Roland & Adrienne Bassett

David Bowers

Dorothy & James Compere

Kayleah Cumpian

Jeri & Brock Kinnear

Edna Fuller

Elizabeth Lukefahr

Tammy McCord

Margaret Nakamura & Wilson

Chen

Victor Pierson & Moody National

Bank Board of Directors

Rider Family Fund

Susan Rosenthal

In Memory of Pete Perry

Carla & George Biggers

Marcia & Jay Brassieur

Galveston College Business Office

John & Carolyn Clyburn

Joy & Mike Cowan

Galveston College Office of

Development, G.C. Foundation &

Grants

Galveston College Facilities/

Security/Constables

Paula Flinn

Christine M. Gober

Harriet A. Gross

Rosemary Hanicak

Joe Huff III

Carol Langston

Maria T. Mutmansky

Gracie Otin

Freda Pfeiffer & Family

Tim & Tanis Setzer

Galveston College Student Services

Joanna R. Sunseri

Texas Book Company

M. Mencion Tripovich

United Way of Galveston

Aline Wardle

Anita Weiner

In Memory of Mary Kotlarich

Mezzino

Robert & Susan Lynch

Vic Pierson & Moody Bank Board

of Directors

In Memory of O.C. Unbehagen

John L. Sullivan

Diane McKay (IMO Mr. Knox)

Hurricane Harvey HELP

**Emergency Aid Program for
Students**

Communities Foundation of Texas

**Faye and Nick Kralj Memorial
Endowment Scholarship**

Dr. & Mrs. Bruce and Kay Leipzig

Fred B. Lane Scholarship

Don & Janene Davison

**Philip "Brother" Molis Law
Enforcement Scholarship**

Greg Enos, P.C., Enos Law Firm

**Mr. Jesus & Mrs. Jesse Murillo
Memorial Scholarship**

Eva Schmidler

Nursing Student Disaster Relief

Foundation of the National Nurses
Association

IHO—In Honor Of
IMO—In Memory Of

**Edmonds/Nelson/Craft/Parker
Scholarship**

Alpha Delta Kappa Texas Nu
Chapter (IHO GladnieO Parker)

Larry Patton Scholarship

Ronald & Jo Ann Patton (IMO
Mary Kotlarich Mezzino)

**Martin Rasmussen, Jr. Memorial
Endowment Scholarship**

Ann Murillo
Donna Murillo
The Murillo Company
Geotechnical & Environmental
Engineering

**Betty Schocke Foundation
Scholarship**

Betty Schocke Foundation

**Texas Book Company
Scholarship**

Texas Book Company

**Universal Access Community
Endowment**

Albertson's Safeway
Sharon Thornton Baker
Sherry Black
Sheila Fields
Frederick Gaido
Kara Harrison
John P. McGovern Foundation
Gracie Otin
Raymond & Vivian Pinard
Benjamin R. Powel
John Rimar
Peter & Kelly Simons
M. Mencia Tripovich

United Way of Galveston, Inc.
Gilbert Zamora, Jr. (IHO Joe Huff)

**Universal Access Community
Endowment Scholarship in
Honor of Trent Raschke**

Fred & Kimblyn Raschke

**Universal Access Non-Tuition
Expenses Endowment**

The Moody Foundation
Moody Permanent Endowment
Fund
Dr. Jim & Charli Rohack
Tim Setzer (IHO Gaynelle Hayes)
Carol Langston (IHO Gaynelle
Hayes)

**University Federal Credit Union
Scholarship**

University Federal Credit Union

**Pledge*

**IHO—In Honor Of
IMO—In Memory Of**



Hurricane Harvey Disaster Relief Scholarship Recipients: Robert Lehman—Top left, Sierra Harris—Top right, Hilda Chavez-Morales—Bottom left, Ezekiel Akpanowo—Bottom Right



Top Left: Anne Brasier with Rob Brasier Memorial Award scholar John Hunter Christopher, **Center:** Regent Carl Kelly with Carl Kelly Scholar Isaac Jara, **Right:** Texas Book Company scholar Olesia Simileac.

Bottom Left: Daughters of the American Revolution-George Washington Chapter representatives Catherine Merrell Polk (left), Cheryl Tucker (right) and scholar Madalean Strawn (center), **Center:** Edmonds/Nelson/Craft/Parker scholar, Vanessa Perez Velazquez, **Right:** GCF Director Frank Benavidez, Lulu Benavidez, and Galveston College Drama Scholars Jade Killebrew, Destiny Shute, and Michael Koval.



ACTIVE & FORMER DIRECTORS OF GALVESTON COLLEGE FOUNDATION

ACTIVE DIRECTORS

Addison, Garrik, Chair
 Executive Committee
 Finance Committee
 Publications Committee

Benavidez, Frank

Cantini, Armin

Flowers, Karen

Gaido, John Paul
 Development Growth
 Committee

Hodges, Carol H.
 Publications Committee

Kempner, Peaches

Kinnear, Jeri, Vice Chair
 Executive Committee
 Finance Committee
 Outreach Committee
 Publication Committee

Kriticos, Tiki
 Nominating Committee

Lang, Donna, Ed.D.
 Publications Committee

Lynch, Robert
 Finance Committee

Marshall, David, J.D.

McFatrige, Keith, J.D.
 Treasurer
 Finance Committee

Pierson, Victor
 Finance Committee

Raschke, Fred, J.D.
 Finance Committee
 Outreach Committee

Sierpina, Victor, M.D.
 Publications Committee

Suderman Millo, Lauren
 Finance Committee
 Outreach Committee

FORMER DIRECTORS

Anderson, Vandy*

Bassett, Roland

Black, Frederick E.

Black, George*

Black, Sherry

Broll, Susan

Bunch-Davis, Carol*

Capel, Mark

Cavazos, Henry*

Clyburn, Carolyn

Coggeshall, Jan*

Crews, Frank

Davis, Freda

Del Papa, Lawrence

Dibrell, Charles G. Jr.*

Dunn, Jesse

Eakin, Frank

Eckel, Susan*

Edwards, L.D.

Eiland, Craig

Enriquez, Bobby

Enriquez, Lucille

Ervin-Cagle, Cindy

Farmer, Sidney C. III

Gathright, Janet

Gomez, David

Gonzales, Raquel*

Gray, Keith

Hornstein, Gerry

Hoskins, Robert*

Hughes, Michael

Johnson, Eddie

Kelly, Barbara

Kempner, Harris L. Jr.

Kessler, Jimmy

Kusnerik, Scott

LeBlanc, Al*

Legg, Rusty

Matthews, Allan

Mixon, Kathryn

Mixon, Scott, J.D.

Moore, Richard

Morales, Rosalinda

Murphy, David*

Nathan, Neil

Odom, Beverly

Patton, Maureen

Posnick, Bill

Powel, Ben

Raschke, Fred

Rasmussen, Jimmy

Robertson, Gloria

Romero, C.C.

Schwab, Taylor

Seinsheimer, Fellman

Shannon, Albert

Simmons, Ann

Sullivan, Cindy S

Sunseri, Andrea

Thomas, Marian

Villareal, Norma

Waddell, Theron "Bujo"

Wagner, Gwen

Walker, John E.

Ware, Dancie

Williams, Melvin

Williams, Patricia

Yarbrough, Beau

Zendt, John

** Deceased*

Staff

Maria S. Tripovich, Director

Brett Benson, Grants Writer

Maria Mutmanskyy,
 Projects Manager

Gloria Milton,
 Administrative Assistant II

A TRIBUTE TO JAN COGGESHALL

To yield is to be preserved whole.

To be bent is to become straight.

To be empty is to be full.

To be worn out is to be renewed.

-----Lao Tsu

We met Jan Coggeshall not long after moving to the Island. My wife Michelle and I volunteered to be board members of the Strand Street Theater. It was located just across the street from our Strand Lofts condo and we wanted to become active contributors to our newly adopted community.

Jan was heading up the board of the struggling theater at that time. We were immediately impressed by her wit, energy, diplomacy, passion, and effectiveness. We soon learned she had been Mayor of Galveston, no easy task.

In discussions over time with my former neighbor, current Mayor Jimbo Yarbrough, I discovered that being Mayor of Galveston is an incredibly difficult unpaid position, though he seems to relish it, the good, bad, and ugly. It is like volunteering to stand in front of a machine gun nest with no protection beyond one's own principles, courage, and equanimity.

Though we didn't live here when Jan served as Mayor, such courage under fire was her strong suit. Diplomacy, activism, and persistence are what she brought to Galveston College's Foundation as well. At a time when the structure,

financing, and direction of a program designed to provide scholarships support and funding for local high school graduates was somewhat adrift, she and her colleague, Roland Bassett, helped right the ship. The Foundation would not be what it is without her Steel Oleander presence, an award she garnered which is given to remarkable women in Galveston.

Due to her perspicacity, healing presence, and an enduring spirit of "can do," the G.C. Foundation is now endowed with well over \$17,500,000 to support the needs of our local high school graduates to enable them to prepare for careers in a broad variety of disciplines including computer science, culinary arts, nursing, cosmetology, welding, and many more.

This year marks a highwater mark in enrollment of full and part-time students allowing the GCF to reach ever more broadly and positively impact in supporting those seeking a high-quality college education from the top-ranked community college in Texas.

I am blessed to have known Jan as friend, colleague, and eventually as a patient as she cast her considerable light across the Galveston community for real and enduring good. Her life

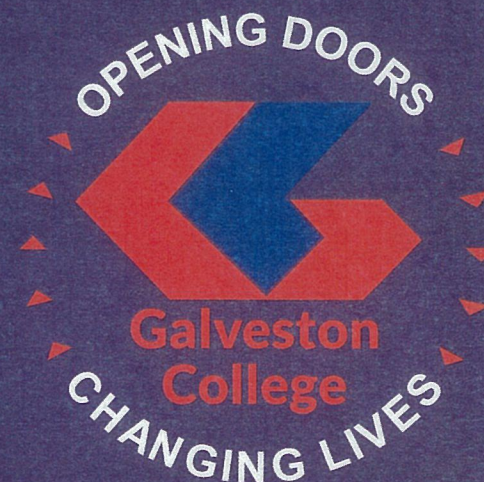
was one well lived. We miss her vibrant presence but are thankful we had the opportunity to walk with her awhile.

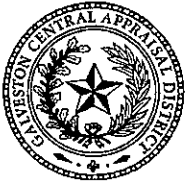
Victor S. Sierpina, MD,
Galveston College Foundation Board Director



Former GCF Chair, Jan Coggeshall, with Universal Access Community Endowment Scholar, Perla Arauza

GALVESTON COLLEGE FOUNDATION
4015 AVENUE Q
GALVESTON, TEXAS 77550
MARIA S. TRIPOVICH, DIRECTOR
EMAIL: MTRIPOVI@GC.EDU
VOICE: 409-944-1303 FAX: 409-944-1500





GALVESTON CENTRAL APPRAISAL DISTRICT

Tommy Watson, Chief Appraiser

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

Telephone: (409) 935-1980 or toll-free (866) 277-4725

Fax: (409) 935-4319

November 15, 2018

The Honorable Jim Yarbrough
Mayor, City of Galveston
P. O. Box 779
Galveston, TX 77553

RE: *2018 Report of Property Value*

Dear The Honorable Yarbrough:

Enclosed is a copy of the 2018 Report of Property Value for your entity. If you have any questions, please contact me.

Sincerely,


Tommy Watson
Chief Appraiser

TW:td
Enc

cc: Mr. Bryan Maxwell, City Manager

CITY - REPORT OF PROPERTY VALUE (Short)

GENERAL INFORMATION: The purpose of this report is to gather information that is not included with the Comptroller's annual Electronic Appraisal Roll Submission.

FILING INSTRUCTIONS: When providing a copy of the certified annual appraisal roll to the Comptroller's office pursuant to the Electronic Appraisal Roll Submission Record Layout and Instructions Manual, this form and all supporting documentation is to be completed and submitted to the Property Tax Assistance Division's (PTAD) Data Security and Analysis Team either by email at ptad.ears@cpa.texas.gov or by mail at P.O. Box 13528, Austin, Texas 78711-3528. If you have questions, call PTAD at 800-252-9121 and ask for the Data Security and Analysis Team.

City Name GALVESTON CITY	CR0001	CAD# 084	City Number 104-03	CR0002
Appraisal District Name GALVESTON CENTRAL APPRAISAL DISTRICT				
SECTION 1: Property Value Study Year Property value study year for which this report is being submitted: <u>2018</u>				
SECTION 2: Tax Rate Information and Exemptions				
1. Effective Tax Rate, as defined by the Texas Property Tax Code 26.04 (c) (1)		<u>.562658</u>		CR0519
2. Rollback Tax Rate, as defined by the Texas Property Tax Code 26.04 (c) (2)		<u>.586744</u>		CR0520
3. City tax rate (Maintenance and Operations Rate + Interest and Sinking Fund Rate = Total Tax Rate):				
Maintenance & Operations Tax Rate: <u>0.508500</u> +	CR0038	Interest & Sinking Fund Tax Rate: <u>0.052500</u> =	CR0040	Total Tax Rate: <u>0.561000</u> CR0042
4. LOCAL OPTIONAL PERCENTAGE HOMESTEAD EXEMPTION GRANTED		☒ Yes ☐ No		
If yes, percentage granted: <u>20.00</u> % (CR0016)				
5. TOTAL PROJECTED PAYMENTS INTO TAX INCREMENT FINANCING FUND(S) (Tax Code Section 311.013)				
a) Report the total projected payments for each tax increment financing fund in which your city participates. Include a computer generated recap to verify the payment amount.				CR0444
b) Enter the number of tax increment financing zones in which your city participates:				CR0456
6. Tax Abatement Agreement(s) (Tax Code Section 312.001):				
a) Total appraised value lost.				CR0034 <u>0</u>
b) Number granted				CR0455 <u>0</u>
7. Last year's actual levy lost to deferred collection of taxes on residence homesteads of elderly or disabled persons and/or appreciating residence homesteads (Tax Code Sections 33.06 and 33.065). Include a listing by account of last year's actual levy lost that does not include penalties and interest.				CR0460 <u>43,915.41</u>
8. Total value lost due to the age 65 or older or disabled ceiling (Tax Code Section 11.261). Include a computer generated recap or a listing by account which includes the market and taxable value, state and local exemptions and the actual levy for the frozen accounts.				CR0510 <u>210,054,433</u>
SECTION 3: Contact				
COMPTROLLER OF PUBLIC ACCOUNTS Property Tax Assistance Division Local Value Analysis P.O. Box 13528 Austin, Texas 78711-3528	Official Authorized by County		Date	
	sign here > 		11/08/2018	
	Print Name/Title			
Tommy Watson, Chief Appraiser				
Email Address		Phone (Area code and Number)		
gcad@galvestoncad.org		409-935-1980		

Top 10 Taxpayer Report

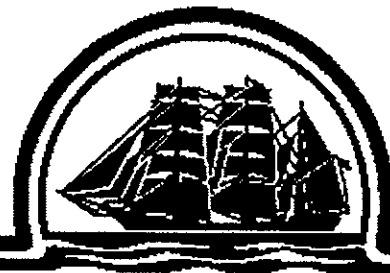
GALVESTON CENTRAL APPRAISAL DISTRICT

Page 10

For Entity : **GALVESTON CITY**
Year: **2018**

Owner ID	Taxpayer Name	Market Value	Taxable Value
652909	CENTERPOINT ENERGY HOUSTON	\$46,544,290	\$46,544,290
329179	FERTITTA HOSPITALITY INC	\$43,126,250	\$43,126,250
429915	BEATTY STREET PROPERTIES INC	\$22,453,120	\$22,453,120
462934	TFT GALVESTON PORTFOLIO LTD	\$19,343,040	\$19,343,040
448256	WILLIE G'S POST OAK INC	\$18,814,125	\$18,814,125
356726	SILVERLEAF RESORTS INC	\$17,993,200	\$17,993,200
467769	GALVESTON ISLAND WATER PARK LP	\$17,248,090	\$17,248,090
348270	EIGHTEEN SEVENTY STRAND CORP	\$16,830,000	\$16,830,000
436552	ISLAND HOSPITALITY INC	\$15,160,090	\$15,160,090
652940	GALVESTON TERMINALS INC	\$14,492,704	\$14,492,704

City of Galveston



Public Works Department

P.O. Box 779 / Galveston, Texas 77553

January 17, 2019

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

From: Kyle D. Hockersmith, P.E.
Director of Public Works

SUBJECT: Seeking City Council to ratify the City Manager's action approving a contract with T-Construction, LLC to facilitate the emergency repairs to the sanitary sewer and storm sewer cave-in located at 25th Street and Strand due to public safety concerns in the amount of \$39,970.00 consistent with Sec. 252.022 (a) (2) of the local Government Code.

BACKGROUND ON SUBJECT:

- A. The pavement around the subject manhole had caved in creating an imminent safety concern.
- B. Undermining, and otherwise physical damage was the result of the structural failure of the storm and sanitary sewer pipes connecting to the subject manhole.
- C. The current situation is a safety hazard both to vehicular and pedestrian traffic.

CURRENT SITUATION:

- A. T-Construction, LLC was contacted and they responded promptly to restore the infrastructure necessary to bring this manhole, infrastructure and pavement back into safe working order.
- B. There is an imminent need to restore the infrastructure.
- C. Emergency situation due to potential hazard resulting from the failure in infrastructure and pavement surface cave-in which could have resulted in damage to property and created a safety hazard.

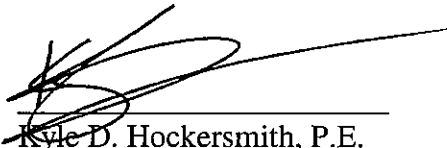
ALTERNATIVES:

- A. ALTERNATIVE #1: Approve the proposal.
- B. ALTERNATIVE #2: Do not approve the proposal.
- C. STAFF RECOMMENDATION: ALTERNATIVE # 1:

FISCAL IMPACT:

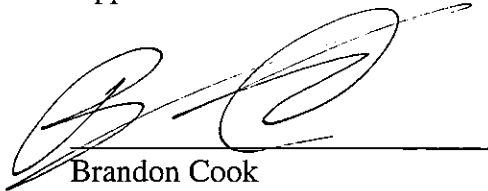
Requested by: Kyle D. Hockersmith, P.E. – Director of Public Works
Funding Source: 3217 611820 564005 445000 D16-08
Costs of Implementation: \$39,970.00

Respectfully Submitted,



Kyle D. Hockersmith, P.E.
Director of Public Works

Approved:



Brandon Cook
Assistant City Manager



T CONSTRUCTION, L.L.C.

12605 McNair St * Houston, Texas 77015 * Ph. 832-582-8420 * Fx. 832-582-8421

January 3, 2019

City of Galveston
Public Works Drainage Superintendent
Att. Anthony Arcidiacono
823 Rosenberg, Suite 205
Galveston, TX 77550

RE: 25th @ Strand St Downtown Galveston

Mr. Arcidiacono,

T Construction, LLC is pleased to provide a proposal for performing "Remove & Dispose of existing Storm Manhole" the following is a breakdown of cost;

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED
1	Mobilization for Open Cut	EA	1	\$5,200.00	\$5,200.00
2	Trench Safety	LF	50	\$15.00	\$750.00
3	Traffic Control Plan	DAY	5	\$1,800.00	\$9,000.00
4	Removal of Concrete up to 9" Thick	SY	50	\$22.00	\$1,100.00
5	Removal & Disposal of Existing Manhole	EA	1	\$400.00	\$400.00
6	Furnish Epoxy coating in Manhole	VF	8	\$195.00	\$1,560.00
7	Bypass setup for 3" pump	EA	1	\$1,400.00	\$1,400.00
8	Bypass pumping for 3" pump	DAY	3	\$1,500.00	\$4,500.00
9	Removal of Asphalt	SY	100	\$12.00	\$1,200.00
10	New 5' ft Diameter manhole up to 10' ft deep	EA	1	\$7,800.00	\$7,800.00
11	Obstruction removal by excavation	EA	2	\$500.00	\$1,000.00
12	Well Point dewatering 15'-20' deep	LS	1	\$4,800.00	\$4,800.00
13	2" Asphalt Replacement	SY	14	\$90.00	\$1,260.00
	Total				\$39,970.00

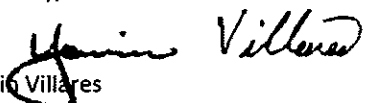
This price includes Labor, Equipment, Material, Trench Safety, Confined Space Entry and Supervision.

This Price does not include

- Major by-Pass
- Water Meter
- Bonds
- Special Permits
- Concrete and asphalt pavement

If you have any questions, please don't hesitate to contact me.

Sincerely,


Yonin Villares
Managing Director/Estimator
T Construction, LLC
Phone: (832)582-8420
Fax: (832)582-8421
Email: yvillares@tconstructionllc.com

Accepted By: _____ Date: _____

Title: _____

Agenda Item: Discuss and Consider Approval of \$130,000 for Drainage and Roadwork Improvements for Stewart Beach**Overview:**

The Park Board of Trustees hired Atkins Engineering to analyze and model existing drainage conditions and to provide alternatives to solve the flooding problems at both East and Stewart Beach Parks. This study was to research drainage issues in the parking areas of the parks where revenue is generated. This study is complete and partial engineering plans have been completed for construction work at both parks. For Stewart Beach the focus was on the eastern side of the park.

One of the topics brought out by the study was the problem of all surrounding properties drainage on to the park (half of Seawall Blvd., McDonald's, Wings, a Proposed Hotel tract, and Sandpiper RV Resort). Basically, Stewart Beach is the low point to all other surrounding developments.

Stewart Beach Park has an internal "ring road" that runs down into the park from Broadway, intersects with 4th street and heads back out of the park at Ferry Road. The current condition of the road is very poor, low lying and riddled with potholes, which are hard to see when the road is inundated with water. The study recommends raising/improving the elevation of that road and providing road side ditches to convey runoff coming into the park from above. The Park Board believes this would be one of the simplest solutions in the engineering package to complete and begin elevating water infiltration into the park proper.

Based on preliminary estimates this work will require funding of over \$125,000, which triggers City Ordinance to garner City Council approval for the expenditure. The Park Board is ready to move forward to put this portion of the project out for bid and award a construction contract, with the assistance of procurement by the City of Galveston.

The Park Board is requesting approval of an expenditure for the aforementioned road and ditch work at Stewart Beach Park to be conducted in conjunction with City of Galveston Public Works and the Procurement Department.

Staff Recommendation:

Park Board Staff recommends approving the request.

Funding Source (if a budgetary item):

FY 2018-2019 Stewart Beach Budget (SB-51-7006)



January 24, 2019

U.S. Army Corps of Engineers, Galveston District
Attn: Ms. Jennifer Morgan, Environmental Compliance Branch, Regional Planning and
Environmental Center
P.O. Box 1229
Galveston, TX 77553-1229

RE: Coastal Texas Protection & Restoration Feasibility Study and the Tentatively Selected Plan

Dear Ms. Morgan,

On behalf of the City of Galveston (City), I want to thank you for the opportunity to share our comments regarding the Coastal Texas Protection and Restoration Feasibility Study and the Tentatively Selected Plan (TSP).

The City has long-supported the coastal barrier protection concept known as the coastal spine “Ike Dike” as proposed by Dr. William Merrell at Texas A&M University at Galveston (TAMUG). In 2012, the Galveston City Council adopted a resolution setting forth support for the coastal spine system of barriers and gates extending along Galveston Island and the Bolivar Peninsula. The land barrier coastal spine, as envisioned by TAMUG at that time included flood gates at Bolivar roads, Houston and Galveston ship channel entrances, and San Luis Pass.

A land barrier coastal spine system along the upper Texas coastline is a critical national security and economic protection priority the City views as vital to the nation’s interstate commerce and economy. The City applauds the extensive work by the U.S. Corps of Engineers (Corps of Engineers) on a TSP strategy that involves a coastal barrier system as the preferred option for protecting the upper Texas coastline from devastation caused by hurricane storm surge.

The TSP generated tremendous interest and discussion as evidenced by hundreds of Galveston residents attending the Corps of Engineers public meeting held on December 12, 2018. In preparing comments on the TSP, the City has also drawn upon additional public input received during a Special Meeting held by the Galveston City Council on January 3, 2019, regarding the proposed TSP. Further, the City’s comments reference proposed TSP modifications submitted by TAMUG to the Corps of Engineers during this public comment period.

The City takes this opportunity to share the following concerns:

1. **Galveston Ring Levee.** The TSP includes a ring levee located around the eastern part of the City with a design calling for the seawall to be raised and the ring levee structure built to a height of 18-feet on the backside of the City. The proposed placement of the ring levee may divide neighborhoods and leave the Port of Galveston unprotected. Many Galveston residents strongly oppose a ring levee reliant upon a complex system of pumping stations and other structures, while some feel that it is of primary importance in protecting those structures that are most vulnerable to storm surge originating from the bay system. A high-wall ring levee around the eastern part of Galveston with multiple gates as described in the TSP is overly complex; there would be many potential leaving a significant portion of our population and industrial base outside the line of protection. But it certainly be a physical obstacle that unnecessarily divides the community.

The City recommends further analysis concerning the efficacy of the ring levee, modeling to determine the flooding exposure with and without the ring levee and any other modifications that would help determine the utility of the structure. We request investigation of alternative placement of the ring levee to provide bay surge protection as well as protection from future sea level rise. Further, the City recommends thorough analysis and evaluation of the need for a gate at San Luis Pass.

The Corps of Engineers should provide more cost-effective alternatives that protect the harbor and its assets, the entire population, and takes into account sea level rise and helps in mitigating flooding and bay surge.

2. **Placement of the proposed levee and floodwall land barriers.** Many Galveston residents have voiced opposition to the TSP proposed placement of the levee and land barrier system adjacent to and north of FM 3005 on Galveston's West End. The current alignment of the barriers leaves some residents protected while others are left exposed to substantial surge damage. Many residents fear public takings to build the barrier structures or lower property values and increased insurance rates for those properties on the seaward side that are subject to increased surge.

The placement of a levee north of FM 3005 leaves far too much of Galveston's West End vulnerable to erosion and storm damage. On the other hand, a levee system on the beach may be prohibitively expensive to maintain. The City would like to view other alternatives based on additional testing.

Recommendation: The Corps of Engineers should re-examine the design, construction, sustainability and environmental impact of sand-based fortified dunes as natural appearing floodwall barriers along the beach to maximize protection for all residents and businesses, providing a potentially natural and visually-appealing environment that supports dune ecosystems. Moreover, barriers located on the public beach eliminate the displacement of property owners and provide a natural and visually-appealing environment that may support dune ecosystems.

Such a reexamination could yield additional data which in turn could suggest alternative designs. Modifications to the TSP should be explored to produce cost savings while creating a coastal barrier system that not only provides protection for the upper Texas coastline but also meshes with the environmental, economic, and social fabric of Galveston and our region

3. ***Environmental concerns.*** The Upper Texas Coast is an important resource for commercial and recreational fishing and the harvest of shrimp, crabs, finfish and oysters that are vital to the local and state economy. Without design modifications, concerns are the proposed Bolivar Roads floodgate and if included, the San Luis Pass floodgate may fail to mitigate the ecological impacts of restricting water flow effecting water salinity and the movement of fish and shellfish. The ecosystem modeling used by the Corps of Engineers must thoroughly assess the impacts to water quality, circulation, and the sea life so critical to this region, so there is minimal to no detrimental impact.

Recommendation: The Corps of Engineers should utilize the best technology available when designing gate structures to minimize the adverse impacts of water flow restriction or other adverse effects.

A relatively small change in water flow and bay salinity may have enormous adverse effects on the Galveston Bay seafood and tourist industries. The Corps of Engineers should recognize that restoration may not be as effective as preservation, and consider the possibility of making no changes that directly affect marshes and fisheries. More data is needed before making what will be irreparable changes to the marsh and bay environments that are such an important part of the Gulf Coast nature and economy.

4. ***Beach Nourishment***

The City supports the Corps of Engineers efforts to address beach and dune nourishment for Galveston Island in the TSP. However, the City is concerned a significant re-nourishment commitment will be needed to maintain the beaches, a maintenance obligation well beyond financial means of the City.

Recommendation: When developing the final plan, the Corps of Engineers must commit to the beach and dune maintenance needs that will be critical for supporting the use of natural appearing dune barrier systems near or on the beach. We recommend that each component of the project receive a separate cost/benefit ratio analysis.

Formatted:

5. *Conclusion.*

Bayside flood protection is an imperative for the City. However, alternatives to the current proposed ring levee system should be explored.

The Corps of Engineers should work to reduce costs with the following suggestions:

- a) Reconsider the placement of the proposed ring levee and other components of the Plan. The proposed ring levee system is devastating to established neighborhoods and could result in permanent loss to the city of housing stock and, albeit intangible, valuable neighborhood areas important to the identity of the City;
- b) Re-design the navigation gates at Bolivar Roads and evaluating the need for an additional gate at San Luis Pass. Downsized navigation gates at Bolivar Roads along with the possibility of a gate at San Luis Pass may provide for proper water flow while possibly reducing the need for dredging and allow development of a structure to protect against bayside flooding and eliminate the extremely intrusive ring levee.
- c) When developing the final plan, the City strongly urges the Corps of Engineers to commit to the beach and dune maintenance needs that will be critical for supporting the use of natural appearing dune barrier systems near or on the beach.
- d) The Corps should also outline more specifically the cost and risk-benefit ratio of each component of the Plan so it can be better understood by the public.

Finally, the City commends Texas General Land Office (GLO) Commissioner George P. Bush for his leadership as the non-federal partner working with the Corps of Engineers to advance the best coastal barrier protection option. The City echoes Commissioner Bush's support for additional studies of the TSP to minimize the impact to the surrounding community, and, at a minimum, a second round of public meetings that allows the public to review how the Corps of Engineers has incorporated feedback to date. We request the Corps of Engineers share reports and receive comments on on-going modeling and cost-benefit analysis with the non-federal partner GLO and the City of Galveston.

We greatly appreciate your consideration of our comments and requests.

Sincerely,

James D. Yarbrough
Mayor of Galveston

Formatted:

cc: The Honorable John Cornyn
United States Senate
517 Hart Senate Office Building
Washington, D.C. 20510

Formatted:

The Honorable Ted Cruz
United States Senate
185 Dirksen Senate Office Building
Washington, D.C. 20510

The Honorable Randy Weber
United States House of Representatives
510 Cannon House Office Building
Washington, D.C. 20515

The Honorable Larry Taylor
Texas State Senate
174 Calder Road
Suite 151
League City, Texas 77573

The Honorable Brandon Creighton
Texas State Senate
2829 Technology Forest, Ste. 240
The Woodlands, Texas 77381

The Honorable Dr. Greg Bonnen
Texas House of Representatives
174 Calder Road
Suite 116
League City, Texas 77573

The Honorable Mayes Middleton
Texas House of Representatives, Elect
P O Box 300
Wallisville, Texas 77597



2627 Avenue O | Galveston, Texas 77550 | 409-770-0722
artistboat.org | info@artistboat.org

Inspiration and education through unique coastal experiences

January 11, 2019

VIA ELECTRONIC MAIL

The City Council
of the City of Galveston
Galveston City Hall
823 Rosenberg Street
Galveston, Texas 77550

Attention: Craig Brown

Re: Artist Boat, Inc., and its headquarters at 2627
Avenue O

Ladies and Gentlemen:

I am the recently elected President and Board Chair of Artist Boat, Inc., a 503(c) corporation currently headquartered at the property described above. By its actions earlier in 2018, the Galveston City Council declared the Special Use Permit under which Artist Boat operated for years terminated, as of December 31, 2018, and it then declined, despite a favorable vote of 5 - 2, since a super majority was required, to approve a PUD that would have allowed Artist Boat to continue its charitable and educational operations at the Avenue O property.

After these actions, Artist Boat's Board, contrary to certain rumors that have circulated, appointed a committee to search for a new location for Artist Boat's headquarters. That committee has identified several possibilities, but none has yet been found suitable. It is still looking, and it is dedicated to continuing to look until it finds a place for Artist Boat to continue the work that even its detractors acknowledge is very positive and valuable to the City and the region, and to the residents of both.

Suitable and appropriate places do not grow on trees, however. Indeed, it took Artist Boat two years to locate and

move into the Avenue O property after its prior Avenue K location was outgrown. This therefore is Artist Boat's request, which is coupled with its commitment to honor Council's decisions, for an extension of time beyond December 31, 2018, to relocate its operations in a positive, suitable, efficient, and practical manner. Based upon our lack of success over the last month and a half, Artist Boat requests an extension of nine months from December 31 to accomplish the move that is required but which should not at the same time destroy Artist Boat's mission and ongoing operations.

Thank you in advance, Councilmember Brown, for your assistance in helping Artist Boat move forward and in securing a place on Council's January 24, 2019 agenda for this request.

I stand ready for any questions you may have.

Very truly yours,

A handwritten signature in black ink, appearing to read 'DL', with a long horizontal stroke extending to the right.

Douglas R. Little, for
Artist Boat, Inc.

cc: Brian Maxwell
Galveston City Manager

MEMORANDUM

TO: Members of Council

FROM: Donald S. Glywasky, City Attorney

DATE: January 16, 2019

RE: Artist Boat request for additional time to continue their commercial operations in a residential area

- 1) Artist Boat has sent a request to allow them to remain in their offices at 27 & Avenue 0 for nine months. A copy of their letter is attached.
- 2) Doubtless you recall that Artist Boat operates out of a building owned by Clay Conrad. They were permitted to do so under and SUP. Clay Conrad filed a request for a PUD which would have allowed Artist Boat to continue at its present location. That request was denied in November. The Council had previously revoked the SUP.
- 3) After the first of the year the City Attorney's Office set up a meeting with Artist Boat's Board Chairman to inquire of their intentions. At the meeting they were handed a cease and desist letter advising they were operating in violation of city ordinance. Due to a comment in the Daily News attributed to the Mayor, they felt all they had to do would be to request more time from Council. Hence the filing of the request.
- 4) Code enforcement is done by and large by the City Marshall's Office with the involvement of the City Attorney's Office as needed. If a charge is filed in Court, the City Attorney's Office pursues it. In problem cases we confer on how a matter will be approached. It is not unusual for a citizen to agree to take a certain action within a given time; both the Marshall's Office and the City Attorney's Office have discretion to be flexible and allow the citizen to come into compliance.
- 5) Artist Boat's request is troubling in that it requests the Council to direct staff to refrain from enforcement activities and allow this organization several months of operation in violation of the zoning laws. This is a potential violation of the City Charter in that Council would be directing the day to day activities of City staff.
- 6) I would suggest that no action be taken on Artist Boat's request. If Artist Boat approaches my office with a reasonable request it will be considered. For example, if they produced a signed lease and needed two or three weeks to relocate that is one thing. Nine months unaccompanied with any concrete proposal is another. Absent that, the City Attorney and City Marshall Offices will begin enforcement actions which will include seeking monetary fines and injunctive relief.