

**NOTICE OF MEETING
INDUSTRIAL DEVELOPMENT CORPORATION
OF THE CITY OF GALVESTON
TUESDAY, SEPTEMBER 1, 2026 - 9:00 AM
CITY HALL - ROOM 204
823 ROSENBERG, GALVESTON, TEXAS
409.797.3510**

REGULAR MEETING AGENDA

1. Declaration Of A Quorum
2. Roll Call
3. Conflict of Interest Declaration
4. Public Comment On Agenda Items
5. Consider Approval Of Meeting Minutes
 - 5.A Draft Minutes - August 4, 2026
6. Budget Workshop and Related Action Items
 - 6.A FY27 IDC Operations and Spending Plan
 - 6.A.1 Discuss and Consider an Amendment to the FY27 IDC Operations and Spending Plan. (J. Hardcastle)
 - 6.A.2 Discuss and Consider Contract Renewal for Legal Services. (T. Fanning)
 - 6.A.3 Discuss and Consider Annual Contract Renewal with Galveston Economic Development Partnership (GEDP) in the amount of \$50,000. (M. Hay)
 - 6.A.4 Discuss and Consider Annual Sponsorship of GEDP Economic Development Summit in the amount of \$10,000. (M. Hay).
 - 6.A.5 Discuss and Consider Renewal of FY27 Coastal Windstorm Insurance Coalition Contract in the amount of \$25,000. (M. Hay)
 - 6.B South Shore Pump Station Project
 - 6.B.1 Discuss and Consider Allocating All Funds from the Bond Approved by City Council in September 2024 to the South Shore Pump Station and Drainage Project. (A. Porretto)
7. Administrative Matters
 - 7.A Discuss and Receive Update on Expenses, Available Funds, Forecasts and Investments. (B. Cook / M. Hay)
 - 7.B Upcoming Events
 1. FY27 Meeting Calendar

2. TEDC Sales Tax Training Workshop – Nov 6, 2026, in Houston (December – virtual option)
3. GEDP Economic Development Summit – October 29, 2026
8. Request Agenda Items For Future Meetings
9. 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 08/26/2026 at 4:30 PM.

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).

One or more members of the Industrial Development Corporation may attend the meeting by videoconference. A quorum of the members of the Corporation will be physically present at the meeting location.

A quorum of the City Council may be present at the Industrial Development Corporation meeting. No action will be taken by the City Council during this meeting. The purpose of this notice is to comply with the Open Meetings Act.

Draft-Pending Approval
**MINUTES OF THE INDUSTRIAL DEVELOPMENT CORPORATION
OF THE CITY OF GALVESTON
REGULAR MEETING - AUGUST 4, 2026**

8/4/2026 - Industrial Development Corporation Minutes

I. Declaration Of A Quorum

Board Member Listowski declared a quorum and called the meeting to order at 9:00 a.m.

II. Roll Call

Present: Board Member John Paul Listowski (Mayor); Board Member Alex Porretto (City Council); Board Member Jason Hardcastle (City Council); Board Member Joe Rozier (Galveston Economic Development Partnership); and Board Member Gerald Wilson (Park Board).

Absent: Board Member Sharon Lewis (City Council) and Board Member Keith Bassett (Galveston Chamber of Commerce).

III. Conflict of Interest Declaration

No conflicts of interest were declared.

IV. Public Comment On Agenda Items

No public comments were received.

V. Consider Approval Of Meeting Minutes

V.A July 7, 2026

Board Member Porretto made a motion to approve the July 7, 2026 meeting minutes, with Board Member Wilson seconding the motion. Unanimously approved by those present.

VI. Public Hearings

VI.A Public Hearing and Potential Changes to the Economic Development Agreement between the City of Galveston and the Industrial Development Corporation of the City of Galveston for the Shield Park Remediation and Renovation Project in the amount of \$900,000.

The public hearing was opened and closed with no public comments received.

VI.B Public Hearing and Potential Changes to the Economic Development Agreement between the City of Galveston and the Industrial Development Corporation of the City of Galveston approving funding for the Galveston Fire Department's ISO Public Protection Classification (PPC) survey in the amount of \$48,500.

The public hearing was opened and closed with no public comments received.

VII. Economic Development

VII.A Discuss and Receive a Quarterly Update from GEDP

GEDP Director Josh Owens provided a quarterly update on the Galveston Economic Development Partnership, highlighting Davie Defense as the quarter's major accomplishment. The project is expected to bring approximately 1,800 skilled-trade jobs and \$21 million in state funding, while creating opportunities to expand Galveston's maritime and defense industry. GEDP is also supporting business development, workforce initiatives, foreign investment, and regional partnerships, with continued emphasis on transportation infrastructure and workforce development to support future growth.

VII.B Discuss and Receive an Update from the Coastal Windstorm Insurance Coalition (CWIC)

Sharon O'Connor provided an update on recent legislative efforts to control coastal windstorm insurance costs. House Bill 3689, effective January 1, 2026, reduced TWIA's probable maximum loss calculation, helping to avoid an estimated 20-25% rate increase and allowing TWIA to retain more funds for reserves rather than reinsurance. CWIC emphasized the importance of continued local support in protecting coastal property owners from rising insurance costs and noted its ongoing legislative advocacy.

VII.C Consider renewal of Coastal Windstorm Insurance Coalition (CWIC) contract in the amount of \$25,000.

Board Member Porretto made a motion to approve the FY2026 contract with Coastal Windstorm Insurance Coalition (CWIC) in the amount of \$25,000, with Board Member Hardcastle seconding the motion. The board agreed to accept the invoice description of services as the written report as required by the contract. Unanimously approved by those present. The FY2027 contract will be considered at a future meeting.

VIII. Administrative Matters

VIII.A Discuss and Receive Update on IDC Projects

1. Beach Silo

1. Beach Erosion and Remediation Crew (BERC)
2. Sediment Management Survey

Coastal Resources Manager Kyle Clark provided updates on beach nourishment and erosion projects, including completed West End nourishment, Babe's Beach nourishment planned for 2027, and the 8 to 13 Mile Road project currently in design and permitting.

The Islandwide Sand Management Plan will model sediment movement, identify future sand sources, and help guide nourishment and resiliency projects, with completion anticipated in 2027. The proposed Beach Erosion and Remediation Crew would address sand removal, dune restoration, beach access, and storm-related needs, with a draft plan expected in September. The board requested evaluating outsourcing and a hybrid approach before committing to four new positions for the crew.

2. Parks Silo

- 1. Shield Park Project**
- 2. Jones Park Project**

Parks & Recreation Director Megan Pierce reported that a \$2 million EPA grant has been secured for Shield Park, with required documentation submitted and additional site assessment work expected to begin next week. The City is partnering with Vision Galveston, with up to \$150,000 authorized for the assessment work.

For Jones Park, bid documents are being finalized and must be reviewed by Texas Parks and Wildlife and the Galveston Bay Estuary Program before bidding, which is expected to take 4–6 weeks. Approximately \$1 million is still needed for Phase 1A, and another \$1 million needed for Phase 1B. A community fundraising campaign was launched by Vision Galveston to help close the funding gap, with additional grant opportunities being pursued. Megan expressed gratitude to Vision Galveston for their contributions and support for the project.

3. Infrastructure Silo

- 1. Sidewalk and Curb Crew**
- 2. South Shore Pump Station Project**

Public Works Manager Michael Perkins explained that the Curb and Sidewalk Repair Program is a cost-sharing partnership in which the IDC funds labor and equipment while property owners pay for materials. The program currently has 165 applications in the backlog, representing roughly a two-year wait, while the crew is projected to complete about 40 jobs this year, up from an average of 30.5 annually. Public Works has improved efficiency by simplifying geographic zones, grouping nearby projects, and implementing GIS tracking, increasing productivity from 1.7 to 3.3 jobs per month and reducing quote wait times from 11 to 6 days. However, commercial projects take significantly longer than residential work, and the eight-person crew cannot realistically eliminate the backlog. The board agreed that additional options need to be explored, including outsourcing some work to private contractors or adding staff, with cost and efficiency comparisons to be presented at the next meeting. The current program budget is approximately \$435,000.

Executive Director Rob Winiecke reported that the South Shore Pump Station is being divided into two phases. Phase 1, funded primarily by GLO, will complete the underground drainage improvements and must be substantially completed by January 31, 2027. Phase 2, funded by the City, will include the pump station, sluice gates, bayou dredging/fortification, and architectural features, with the current projected completion date of June 2028. The project has experienced delays related to easements, utility relocations, and construction conditions, and staff is working with GLO on an amendment and recovery plan. Board members stressed the importance of meeting the GLO deadline, closely monitoring costs, protecting funding for the project, and increasing communication with GLO. Staff also provided updates on resident concerns, including contractor

parking, deliveries, property damage claims, and upcoming construction activities.

Mayor Listowski left the meeting at 11:35 a.m.

VIII.B Discuss and Receive Update on Expenses, Available Funds, Forecasts and Investments.

1. IDC Quarterly Investment Report ending June 30, 2026

Assistant City Manager Brandon Cook reported that the IDC's quarterly investment report showed \$48.2 million invested as of June 30, 2026, up from \$47.7 million the prior quarter. The portfolio generated more than \$389,000 in net income during the quarter, bringing fiscal year-to-date investment income to \$1.71 million, with a yield to maturity of approximately \$3.26 million.

VIII.C Discuss and Consider Amendments to the FY26 IDC Operations and Spending Plan.

Assistant City Manager Brandon Cook explained that staff is looking for an administrative amendment to the FY26 IDC Operations and Spending Plan to correct debt service amounts that were higher than originally budgeted. The payments have already been made, and the amendment updates the financial records accordingly. Board Member Hardcastle made a motion to approve the amendment, with Board Member Porretto seconding the motion. The motion passed 4-0. The board requested executive summaries to make agenda items easier to understand.

VIII.D Discuss and Consider the FY27 IDC Operations and Spending Plan.

Assistant City Manager Brandon Cook reported that the proposed FY27 IDC Spending Plan includes increased funding for equipment rentals and reimbursements for the Parks Work Crew and Concrete Crew, along with adjustments for rising labor and material costs. It also adds economic development support staff, nominal increases for travel/training funds, and includes funding for a Coastal Resources pickup truck. The board discussed increasing GEDP funding by \$25,000, tabling approval of the spending plan to the next agenda when all board members are present, and scheduling a future workshop to discuss the FY27 Spending Plan.

Board Member Rozier made a motion to table the FY27 Spending Plan, with Board Member Hardcastle seconding the motion.

In favor: Rozier and Hardcastle.

In opposition: Porretto and Wilson.

The motion failed.

Board Member Porretto made a motion to approve the FY27 Spending Plan as presented by Staff, with any amendments being brought forward at the next meeting. The motion passed 4-0.

VIII.E Discuss and consider FY27 Meeting Calendar

Board Member Porretto made a motion to approve the FY27 Meeting Calendar, with Board Member Hardcastle seconding the motion. The motion passed 4-0.

The board discussed the need for a budget workshop, using the September 1st meeting for a workshop followed by action items.

VIII.F Upcoming Events

Staff provided information on upcoming events, including the TEDC Sales Tax Training on November 6th and the GEDP Economic Development Summit on October 29th.

1. TEDC Sales Tax Training – Nov 6, 2026, in Houston (December – virtual option)
2. GEDP Economic Development Summit – October 29, 2026

IX. Request Agenda Items For Future Meetings

A workshop was requested at the beginning of the next meeting on September 1st covering all four silos and the FY2027 budget. The board requested comparisons of the costs and benefits of outsourcing work currently being performed in-house by the Sidewalk and Curb Crew, as well as the costs and benefits of adding additional crew members.

X. Adjournment

The meeting was adjourned at 12:02 p.m.

Janelle Williams, City Secretary

**IDC Operating and Spending Plan:
FY 2026 vs FY 2027**

approved 8/4/2026

OPERATING COSTS	Total FY 26	Total FY 27	Diff +/-	BEACH FY27	ED FY27	PARKS FY27	INFRA FY 27
Administration Expenses:							
Support Staff	50,000	50,000	-	12,500	12,500	12,500	12,500
Management	100,000	100,000	-	25,000	25,000	25,000	25,000
Legal	50,000	50,000	-	12,500	12,500	12,500	12,500
Director of Policy & Gov. Affairs	92,264	92,264	-	23,066	23,066	23,066	23,066
Economic Dev. Coordinator	80,000	80,000	-	-	80,000	-	-
Eco Dev support staff*	-	75,000	75,000	-	75,000	-	-
Coastal Resource Manager	78,729	78,729	-	78,729	-	-	-
Coastal Resource Specialist	61,799	61,799	-	61,799	-	-	-
GIS Analyst/Specialist	76,292	76,292	-	19,073	19,073	19,073	19,073
Coastal Resource Internship Strategic Partnership	35,360	35,360	-	35,360	-	-	-
Total Admin Expenses	624,444	699,444	75,000	268,027	247,139	92,139	92,139
Operations:							
Lasker Pool	500,000	500,000	-	-	-	500,000	-
Concrete Work Crew (Phases I & II)	435,000	525,000	90,000	-	-	-	525,000
Parks Work Crew (Phase III)	710,000	775,000	65,000	-	-	575,000	200,000
Beach Erosion & Remediation Crew (BERC)*	500,000	500,000	-	500,000	-	-	-
Total Operation Expenses	2,145,000	2,300,000	155,000	500,000	-	1,075,000	725,000
Total Admin/Operations Expenses:	2,769,444	2,999,444	230,000	768,027	247,139	1,167,139	817,139
Contractual Services:							
<u>Consultant Services (531004)</u>							
Windstorm Consultant *	25,000	25,000	-	-	25,000	-	-
Coastal Grants Consultant*	45,000	45,000	-	45,000	-	-	-
<u>Other Contracts (531125)</u>							
Beach Profiles/Survey Contract	210,520	224,387	13,867	224,387	-	-	-
Park Board Reimb for Surveys	(81,335)	(81,335)	-	(81,335)	-	-	-
Post-Storm Survey	210,520	210,520	-	210,520	-	-	-
GEDP *	50,000	50,000	-	-	50,000	-	-
<u>Attorney's Fees (531006)</u>	15,000	15,000	-	3,750	3,750	3,750	3,750
Total Contractual Services:	474,705	488,572	13,867	402,322	78,750	3,750	3,750
Promotional Expenses: (Capped at 10% of Total 4B Revenue approx. \$790,000)							
<u>Marketing (530014)</u>							
GEDP Developer Conference *	10,000	10,000	-	-	10,000	-	-
Target Marketing Initiatives *	25,000	25,000	-	-	25,000	-	-
Marketing/Promotional Materials	20,000	20,000	-	-	20,000	-	-
Advertising (Legal Notices)	2,000	2,000	-	500	500	500	500
Total Promotional Expenses:	57,000	57,000	-	500	55,500	500	500
Economic Dev. Op Ex.							
Memberships (531025)	4,000	4,000	-	-	4,000	-	-
Travel/Training (533085)	7,500	8,000	500	-	8,000	-	-
Technology (531029)	46,000	46,000	-	-	46,000	-	-
Total Economic Dev. Op Ex.	57,500	58,000	500	-	58,000	-	-
Coastal Resource Op Ex							
Travel/Training (533085)	12,000	12,000	-	12,000	-	-	-
Total Coastal Resource Op Ex	12,000	12,000	-	12,000	-	-	-
Misc. Expenses:							
Meeting Expenditures (544032)	6,000	6,000	-	1,000	3,000	1,000	1,000
Communications Services (532080)	-	2,300	2,300	500	800	500	500
Election Expenses	-	-	-	-	-	-	-
Equipment/supplies (521067)	4,000	4,000	-	2,000	2,000	-	-
Total Misc. Expenses:	10,000	12,300	2,300	3,500	5,800	1,500	1,500

**IDC Operating and Spending Plan:
FY 2026 vs FY 2027**

approved 8/4/2026

OPERATING COSTS	Total FY 26	Total FY 27	Diff +/-	BEACH FY27	ED FY27	PARKS FY27	INFRA FY 27
Debt Service							
Debt Service - Sandhill Crane Soccer Complex	860,000	859,970	(30)	-	-	859,970	-
Debt Service -14th St/South Shore Pump Station	1,454,000	1,455,250	1,250	-	873,150	-	582,100
Total Debt Service	2,314,000	2,315,220	1,220	-	873,150	859,970	582,100
Capital Expenditure (typically non-recurring, one-time expense)							
Vehicle - Coastal Resources	-	70,000	70,000	70,000	-	-	-
Total Capital Expenditures	-	70,000	70,000	70,000	-	-	-
Total Fiscal Year IDC Budget	5,694,649	6,012,536	317,887	1,256,349	1,318,339	2,032,859	1,404,989

* Requires Board approval before expenditure

Change per Silo FY26 to FY27 (+/-) 84,367 77,050 25,470 131,000

Budget Changes reflect:

Beach Silo: Overall increase of **\$84,367** (One-time increase: \$70,000 for 4-wheel drive vehicle purchase for Coastal Resources Dept.; Recurring Expense of \$500 Communications services; increase of \$13,967 for YR 5 Beach Survey)

ED Silo: Overall increase of **\$77,050** (Recurring expense: increase of \$75,000 for salary & benefits for addl staff person for Economic Development Dept; \$1,250 in Debt Service Payment; \$800 Communications services; \$500 Travel/Training)

Parks Silo: Overall increase of **\$25,470** (Recurring expenses: \$500 Communications services; \$25K equip rental for IDCPCR; decrease of \$30 Debt Service Payment)

Infra Silo: Overall increase of **\$131,000** (Recurring expenses: \$500 Communications services; \$90K for IDCSCC and \$40K for IDCPCR for equip rental; increase of \$500 Debt Service Payment)

Total Difference FY26 vs. FY27: \$317,887 increase



City of Galveston

LEGAL DEPARTMENT STAFF REPORT

Date 8/25/26

To: IDC Board Members

From: Trevor Fanning, Assistant City Attorney

Re: Legal Services Engagement Letter

Project location: N/A

Project: N/A

Request: to retain the legal services of an attorney, Jeff Moore, who specializes in development corporations throughout the State of Texas.

Background

Attorney Jeff Moore is a partner at Brown & Hofmeister. Jeff possesses 20 years of municipal law experience and is a frequent speaker around the state of Texas on municipal topics, such as economic development for Texas cities, including the Type-A and Type-B sales tax, Chapter 380 agreements, tax abatement agreements, tax increment financing, the Texas Open Meetings Act, and the Texas Public Information Act.

Before joining Brown & Hofmeister, Jeff was an assistant city attorney for the city of Austin for more than six years and spent four years with the Texas Attorney General's office as the head of the Municipal Affairs Section. Currently, Jeff assists the Texas Economic Development Council, the Texas Attorney General's office, and the State Comptroller's office with Type-A and Type-B sales tax training seminars required by the Texas Legislature.

Jeff would be assisting Trevor on an as-needed basis up to the budgeted amount for his services (not to exceed 15 thousand). The IDC engaged his services last year.

Staff Recommendation

Staff recommends approval.

Attachments

Engagement Letter



JEFFREY L. MOORE
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Telecopier: (214) 747-6111
www.bhlaw.net

August 26, 2026

Mr. Trevor Fanning
Industrial Development Corporation of the City of Galveston
823 Rosenberg, Room 401
Galveston, Texas 77550

RE: Engagement Letter for Hourly Representation

Dear Mr. Fanning:

The purpose of this letter, together with the enclosed "Standard Terms of Engagement," is to set out our understanding with respect to the specific terms of our relationship. Please review the Standard Terms of Engagement carefully and contact us promptly if you have any questions regarding our relationship. This letter, together with the Standard Terms of Engagement, constitutes our agreement with you (this "Agreement") under which our services will be provided.

Identity of Client

We will be representing the interests of the Industrial Development Corporation of the City of Galveston (the "IDC").

Time of Performance

The services will be performed within a mutually agreed upon schedule.

Nature and Scope of Representation

We understand that our present relationship is to provide legal advice on an as needed basis on economic development issues involving the use of Type B sales tax revenue and related issues.

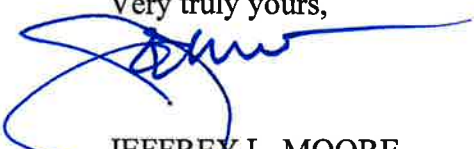
Financial Arrangements

The enclosed Standard Terms of Engagement, together with this letter, outlines the financial terms of our engagement. The hourly rate for any partners of the firm is \$275.00 per hour. Associates of the firm will be billed at \$225.00 per hour. Billing will accrue in one tenth (1/10th) of an hour increments.

Acceptance of Terms

If this arrangement is acceptable to you and the IDC, please sign the enclosed duplicate original of this letter and return it to us at your earliest convenience.

We truly appreciate the opportunity to be of service to you and look forward to working with the IDC, in a mutually beneficial relationship.

Very truly yours,

JEFFREY L. MOORE

AGREED TO AND ACCEPTED:
INDUSTRIAL DEVELOPMENT CORPORATION
OF THE CITY OF GALVESTON,

By: _____ Date: _____
Name: _____
Title: _____

cc: Billing Department

BROWN & HOFMEISTER, L.L.P.
STANDARD TERMS OF ENGAGEMENT

This statement sets forth the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions. We suggest that you retain this statement in your file.

1. **The Scope of Our Work**

You should have a clear understanding of the legal services we will provide. Any questions that you have should be dealt with promptly. We will provide services related only to matters as to which we have been specifically engaged.

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

2. **Fees For Legal Services**

Our charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill requested to deal with those questions, time limitations imposed by the circumstances, and the amount involved and the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rates of the respective lawyers and paralegals who perform the services. These rates vary depending on the expertise and experience of the individual. We adjust these rates from time to time, increasing them as the individuals gain experience and expertise and to reflect current economic conditions. We will notify you in writing if this fee structure is modified.

3. **Other Charges**

All out-of-pocket expenses (such as long-distance telephone charges, copying charges, travel expenses, messenger expenses and the like) incurred by us in connection with our representation of you will be billed to you as a separate item on your hourly statement. We have enclosed a schedule which indicates the rate at which most of these items will be charged.

4. **Billing Procedures and Terms of Payment**

Our billing period begins on the 1st of the month and ends on the end of the month. We will render periodic statements to you for legal services and expenses. We usually mail these

periodic statements toward the end of the month following the latest date covered in the statement. Each statement is payable within 30 days of its stated date and must be paid in U.S. Dollars.

If you have any question or disagreement about any statement that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

5. **Termination of Services**

You have the right at any time to terminate our employment upon written notice to us, and if you do we will immediately cease to render additional services. We reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent. Additionally, in the event that you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the then status of your matter. No termination shall relieve you of the obligation to pay fees and expenses incurred prior to such termination.

6. **Retention of Documents**

Although historically we have attempted to retain for a reasonable time copies of most documents generated by this Firm, we cannot be held responsible in any way for failure to do so, and we hereby expressly disclaim any such responsibility or liability. You must ultimately retain all originals and copies you desire among your own files for future reference.

7. **Fee Estimates**

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Our attorneys do their best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us shall be subject to your agreement and understanding that such estimates do not constitute maximum or fixed fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

8. **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America. Venue of any case or controversy arising under or pursuant to this Agreement shall be in Galveston County, Texas, United States of America.

9. **Questions**

If you have any questions from time to time about any aspect of our arrangements, please feel entirely free to raise those questions. We want to proceed in our work for you with a clear and satisfactory understanding about every aspect of our billing and payment policies; and we encourage an open and frank discussion of any or all of the matters mentioned in this memorandum.

BROWN & HOFMEISTER, L.L.P.
CLIENT COSTS ADVANCED SCHEDULE

The Firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of copy facilities, and other cases may not be so paper-intensive. Standard services such as secretarial and word processing time, file setup and file storage are not charged; however, other expenses such as long-distance fees, copies, delivery fees and fax charges are billed to the client requiring those services. An explanation of the billing structure is as follows:

Delivery Services

Outside delivery services are used only when firm runners are not available and an urgent delivery is required. Outside delivery fees are charged to the client at the rate charged to the Firm. Overnight delivery services also are charged at the rate charged to the Firm with no markup.

Postage

Our postal equipment calculates exact U.S. postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed. We will not charge clients for standard postage; however, the cost of certified mail or other additional mail services will be charged to the client with no markup.

Copies

Our standard rate for copies made by firm personnel is \$.15 per copy. This charge covers paper, equipment costs and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the Firm with no markup.

Computerized Research

If a legal matter requires the use of computerized legal research, trained and skilled legal researchers are used to minimize on-line data charges. The cost charged to the client for computerized legal research is the same as the amount billed to the Firm.

Fax

Fax copies will be charged at the rate of \$.25 per outgoing page. There is no charge for incoming faxes.

Travel

Attorney time spent traveling on behalf of a client will be billed to the client. Hotel, meal,

local transportation and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested.

Other Expenses

Expenses incurred to outside providers in connection with the client's legal services should be paid by the client directly to the outside provider unless specifically arranged in advance. If the Firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the Firm. Examples of such charges include: court reporter fees, filing fees, newspaper charges for publication notices, expert witness fees, consultants and other similar expenses. Such expenses will not be incurred without approval from the client.



City of Galveston

DEVELOPMENT SERVICES

ECONOMIC DEVELOPMENT STAFF REPORT

STAFF REPORT

Date: August 25, 2026

To: Honorable Mayor Listowski and Industrial Development Corporation Board Members

From: Michele Hay, Economic Development Coordinator

Project: Annual Contract Renewal for Galveston Economic Development Partnership (GEDP)

Request:

Consider for approval the annual contract renewal with the Galveston Economic Development Partnership (GEDP) in the amount of \$50,000, to be funded through the Industrial Development Corporation, FY27 IDC operating budget and spending plan.

Prior Action

The IDC board approved the FY26 annual membership for the Galveston Economic Development Partnership (GEDP) during its meeting on October 7, 2025 and the City Council approved the funding agreement on January 22, 2026.

Prior to 2019, the IDC and the GEDP historically entered into an agreement outlining the specific activities or tasks the GEDP would perform for the annual investment. Beginning in 2019, the annual commitment was treated more as a membership fee.

In keeping with the City's purchasing policies and procedures, in 2026 the IDC board reverted back to executing an agreement with the GEDP outlining the specific deliverables anticipated for the annual investment.

Background

The Industrial Development Corporation (IDC) of the City of Galveston was formed in November 1993 to administer the City's sales and use tax collected under Section 4B of the Development Corporation Act of 1979. The IDC's founding purpose was to "aid, assist and act on behalf of the City of Galveston to promote the common good and general welfare of the City and to promote, develop, encourage and maintain employment, commerce and economic development in the City."

The Galveston Economic Development Partnership (GEDP) a non-profit organization established under Section 501(c)(6) of the Internal Revenue Code was incorporated on July 6, 1998, to manage





City of Galveston

DEVELOPMENT SERVICES

ECONOMIC DEVELOPMENT STAFF REPORT

and implement a comprehensive economic development program for the City of Galveston; and for the purpose of strengthening the business climate, promoting community development, and enhancing the quality of life in Galveston.

Since its inception, the City and the GEDP have held a mutually beneficial relationship and have worked on collaborative efforts in expanding the economic development opportunities in Galveston.

As part of the membership investment, the GEDP Executive Director, Joshua Owens previously presented the 2025-26 plan of work, which included specific deliverables to benefit the City as outlined in the City's Economic Development Plan such as administration of a Business Retention and Expansion Program; assisting the City with its Economic Development efforts; Marketing and Attraction of Galveston to prospects and site selectors, and the development of events (Economic Development Summit, Construction Consortium, Business Resilience Summit, etc.) to support the economic development initiatives.

Staff drafted an agreement outlining the deliverables and reporting requirements to be achieved for FY27 as an extension of the approved 2025-26 plan of work.

Recommendation

Staff recommends approving the annual membership with the GEDP in the amount of \$50,000 and the attached draft agreement outlining the deliverables to be performed for the FY27 GEDP membership investment.

Fiscal Impact

Year	IDC ED Silo
FY 2027	\$ 50,000.00
Total	\$ 50,000.00

Attachments

IDC-GEDP Agreement_draft
FY27 GEDP Membership Invoice



**ECONOMIC DEVELOPMENT GRANT AGREEMENT BETWEEN THE
GALVESTON ECONOMIC DEVELOPMENT PARTNERSHIP
AND THE CITY OF GALVESTON, TEXAS INDUSTRIAL
DEVELOPMENT CORPORATION**

This Agreement is made effective the ____ day of _____ 2026, between the City of Galveston Industrial Development Corporation (IDC), a Texas nonprofit corporation, established pursuant to Section 4B of Tex. Rev. Civ. Stat. Art. 5190.6 (otherwise known as the Development Corporation Act of 1979, as amended, hereafter referred to as “the Act”) and the Galveston Economic Development Partnership (GEDP), a non-profit organization under Section 501(c)(6) of the Internal Revenue Code, acting herein by and through its duly authorized Executive Director Joshua Owens.

W I T N E S S E T H

WHEREAS, the IDC was formed in November 1993 to administer the sales and use tax as approved by the citizens of Galveston, Texas, collected for projects including but not limited to:

Expenditures required or suitable for use for professional and amateur (including children's) sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements that enhance any of those items; and,

WHEREAS, pursuant to Section 4B of the Act, the IDC is authorized to provide funding to construct projects which the IDC finds to be encompassed within the definition of “Projects” as that word is defined by Section 2 and Section 4B of the Act; and,

WHEREAS, the IDC is authorized to contract with other economic development entities for services so that it can more effectively provide economic development opportunities; and,

WHEREAS, the Galveston Economic Development Partnership (“GEDP”) was incorporated on July 6, 1998, to manage and implement a comprehensive economic development program for the City of Galveston; and for the purpose of strengthening the

business climate, promoting community development, and enhancing the quality of life; and,

WHEREAS, the IDC and the GEDP wish to mutually contract to develop business, industry, and commerce within the City of Galveston.

NOW, THEREFORE, in consideration of the mutual covenants and promises, the parties agree as follows:

TERM OF AGREEMENT

This Agreement becomes effective when fully executed by the IDC and GEDP and shall remain in force until September 30, 2027, unless sooner terminated or amended as provided by the terms of this contract.

SCOPE OF ECONOMIC DEVELOPMENT SERVICES & DELIVERABLES

GEDP agrees to provide economic development services to the IDC including but not limited to promotion and development of business, industry, and commerce within the City of Galveston and the creation, retention, and expansion of the employment base of the City via:

The GEDP shall coordinate its activities with other partnering entities and organizations having a local presence or situate within the City of Galveston and which are interested in economic development opportunities, including but not limited to, Galveston College, Port of Galveston, City of Galveston Park Board, Historic Downtown Galveston Partnership, Centerpoint Energy, Texas Gas Service, UTMB, the County of Galveston and the City of Galveston.

1. GEDP agrees to compile statistical data for the City and to work in conjunction with local and regional economic development organizations to promote economic development for the City.

2. The GEDP will maintain an Industrial/Commercial site database, will maintain and coordinate an Economic Development Toolbox of Incentives from all known sources, will maintain an Information Clearinghouse (demographic, socioeconomic, etc.), assist in Strategic Investment Area Redevelopment sites, will assist in Prospect Processing, and will

take the lead in the Primary Target Development Markets of Maritime and Emerging Technology.

3. The GEDP will provide Technical Assistance and Support to the City Administrative Team as well as collaboration on topics and projects that may periodically arise throughout the course of the year.

4. The GEDP will provide technical assistance and support to the City of Galveston for disaster and business recovery activities including preparedness, response and recovery activities.

5. Each quarter, the GEDP shall present to the IDC written reports describing the services the GEDP has performed on behalf of the IDC. Such report shall be submitted not later than sixty (60) days after the close of the end of each City quarter, which is defined as December 31, March 31, June 30, and September 30 of the award year.

6. Within 90 days following the end of the GEDP's fiscal year, the GEDP shall present to the IDC a written report describing the services the GEDP has performed pursuant to this Agreement during the preceding fiscal year.

GEDP shall perform all its obligations hereunder as an independent contractor and shall have the right to adopt its own means and methods to accomplish the economic development services set forth herein.

INSPECTION OF RECORDS AND CONFIDENTIALITY

Within 90 days following the end of the GEDP's fiscal year, the GEDP shall present to the IDC a copy of the GEDP's annual financial statements. The IDC shall have the right to audit the books and records and accounts of GEDP for the purpose of ensuring that fees paid and expenses incurred on behalf of the IDC have been expended in accordance with this Agreement. Such audit by the IDC shall be conducted at IDC's expense and in a manner that does not unreasonably disrupt GEDP's business.

GEDP shall permit the authorized representatives of the IDC to review all data and records relating to its performance under this Agreement upon request.

The parties agree that to foster and promote competition, assure the integrity of the competitive process, and protect proprietary or innovative business strategies, all concepts, information, and data developed, generated, or received by either party shall remain confidential to the extent allowed by law.

COMPENSATION

Within thirty (30) days of final execution of this Agreement, the IDC agrees to pay the GEDP Fifty thousand and no/100 dollars (\$50,000.00).

Nothing in this Agreement shall in any way place any obligation on any other funds or sources of revenue of the IDC.

TERMINATION & MODIFICATION

Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other party. In the event of termination by the IDC, GEDP, within ten (10) days of the termination of this Agreement, shall return to IDC any unused portion of the compensation previously paid.

The IDC may request changes in the scope of services to be performed pursuant to this Agreement. Any modifications shall be mutually agreed upon by the parties and shall be made in writing, to be incorporated as a written amendment to this Agreement.

NOTICE

A. All notices shall be in writing. All notices given with respect to this Agreement shall be in writing and shall be deemed to have been properly given for all purposes (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice, or (ii) if personally delivered, on the actual date of delivery, or (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the fifth business day following the date of mailing, or (iv) if sent by facsimile, then on the actual date of delivery (as evidenced by a facsimile confirmation) provided that a copy of the facsimile and confirmation is also sent by regular U.S. Mail, addressed as follows:

For the IDC: President
City of Galveston, Texas, Industrial Development Corporation
ATTN: City Secretary
PO Box 779, Galveston, Texas 77553
Facsimile: (409) 797-3511

With a copy to:

Office of the City Manager
City of Galveston
PO Box 779, Galveston, Texas 77553
Facsimile: (409) 797-3521

To the GEDP: Galveston Economic Development Partnership
Executive Director
P.O. Box 8029
Galveston, Texas 77553

SEVERABILITY

The phrases, clauses, sentences, paragraphs, or sections of this Agreement are severable. If any court of competent jurisdiction declares invalid by a final decree or judgment that any phrase, clause, sentence, paragraph, or section of this Agreement is invalid, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or section of this Agreement.

VENUE

This Agreement shall be subject to and governed by the laws of the State of Texas. Venue of any dispute arising out of this Agreement shall be in Galveston County, Texas.

ENTIRE AGREEMENT

This Agreement, including any referenced Exhibits, (copies of which are attached and incorporated for all purposes), sets forth the entire agreement between the parties. All prior discussions, representations, proposals, offers, and oral or written communications of any nature are entirely superseded and extinguished by the execution of this Agreement.

UNDERSTANDING, FAIR CONSTRUCTION

1. The captions, numbering, sequences, titles, paragraph headings, punctuation, and organization used in this Agreement are for convenience only and shall in no way define, limit, or describe the scope or intent of this Agreement or any part of it.

2. By execution of this Agreement, the parties acknowledge that they have read and understand each provision, term, and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

EXECUTED this _____ day of _____, 2026, in multiple original counterparts, each having the full force and effect of an original.

By: _____
John Paul Listowski
President, Board of Directors

By: _____
Joshua Owens,
Executive Director, GEDP

ATTEST:

Alex Porretto
Secretary for the Corporation

APPROVED AS TO FORM:

Counsel for the Corporation

Galveston Economic Development Partnership
P.O. Box 8029
Galveston, TX 77553
Tel (409) 770-0216
E-Mail info@gedp.org



**GALVESTON
ECONOMIC
DEVELOPMENT
PARTNERSHIP**
 **GROWING GALVESTON'S ECONOMY**

INVOICE 402 PO NUMBER

8/25/2026

BILL TO

MESSAGE

City of Galveston
Michele Hay
P. O. Box 779
Galveston, TX 77553

ITEMS	QUANTITY	UNIT PRICE	PAID
Pioneer GEDP Membership	1	50,000.00	0.00

SUBTOTAL 50,000.00

SALES TAX 0.00

SHIPPING & HANDLING 0.00

TOTAL 50,000.00

PAYMENT/CREDIT/WRITE OFF/DISCOUNTS APPLIED (0.00)

TOTAL DUE BY 8/25/2026 50,000.00

Thank you for your support!

CURRENT	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	TOTAL OPEN INVOICE
60,000.00	0.00	0.00	0.00	60,000.00

[Submit payment online here](#)



City of Galveston

DEVELOPMENT SERVICES

ECONOMIC DEVELOPMENT STAFF REPORT

STAFF REPORT

Date: August 25, 2026

To: Honorable Mayor Listowski and Industrial Development Corporation Board Members

From: Michele Hay, Economic Development Coordinator

Project: Annual Sponsorship for Galveston Economic Development Partnership (GEDP)
Economic Development Summit on October 29, 2026

Request:

Consider for approval the annual sponsorship of the 2026 Galveston Economic Development Partnership's (GEDP) Economic Development Summit in the amount of \$10,000, to be funded through the Industrial Development Corporation, FY27 IDC operating budget and spending plan.

Prior Action

The IDC board approved the 2025 annual sponsorship for the GEDP's Economic Development Summit during its meeting on October 7, 2025.

Background

The Industrial Development Corporation (IDC) of the City of Galveston was formed in November 1993 to administer the City's sales and use tax collected under Section 4B of the Development Corporation Act of 1979. The IDC's founding purpose was to "aid, assist and act on behalf of the City of Galveston to promote the common good and general welfare of the City and to promote, develop, encourage and maintain employment, commerce and economic development in the City."

The Galveston Economic Development Partnership (GEDP) a non-profit organization established under Section 501(c)(6) of the Internal Revenue Code was incorporated on July 6, 1998, to manage and implement a comprehensive economic development program for the City of Galveston; and for the purpose of strengthening the business climate, promoting community development, and enhancing the quality of life in Galveston.

The GEDP organized its first Economic Development Summit in 2011 to showcase the development opportunities in Galveston and allow community leaders, business owners, and members of the community to hear the "state of the City and County" and the future growth of the major stakeholders, such as UTMB, TAMUG, Galveston College, the Port and Park Board.





City of Galveston

DEVELOPMENT SERVICES

ECONOMIC DEVELOPMENT STAFF REPORT

Since its inaugural event in 2011, the City has sponsored and participated in the Economic Development Summit program. Sponsorship will include admission for ten (10) people to both the Summit and the VIP Reception the evening before the Summit. In addition, this level of sponsorship will include special branding and recognition for the City of Galveston at the event and in marketing materials leading up to the event.

This year's Summit will be held at the Galveston Island Convention Center on Thursday, October 29, 2026.

Recommendation

Staff recommends approving the annual sponsorship of the GEDP Economic Development Summit in the amount of \$10,000.

Fiscal Impact

Year	IDC ED Silo
FY 2027	\$ 10,000.00
Total	\$ 10,000.00

Attachments

2026 GEDP ED Summit Sponsorship Invoice



Galveston Economic Development Partnership
P.O. Box 8029
Galveston, TX 77553
Tel (409) 770-0216
E-Mail info@gedp.org



**GALVESTON
ECONOMIC
DEVELOPMENT
PARTNERSHIP**
 **GROWING GALVESTON'S ECONOMY**

INVOICE 403 PO NUMBER

8/25/2026

BILL TO

MESSAGE

City of Galveston
Michele Hay
P. O. Box 779
Galveston, TX 77553

ITEMS	QUANTITY	UNIT PRICE	PAID
Summit Sponsorship	1	10,000.00	0.00

SUBTOTAL 10,000.00

SALES TAX 0.00

SHIPPING & HANDLING 0.00

TOTAL 10,000.00

PAYMENT/CREDIT/WRITE OFF/DISCOUNTS APPLIED (0.00)

TOTAL DUE BY 8/25/2026 10,000.00

Thank you for your support!

CURRENT	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	TOTAL OPEN INVOICE
60,000.00	0.00	0.00	0.00	60,000.00

[Submit payment online here](#)



City of Galveston

DEVELOPMENT SERVICES

ECONOMIC DEVELOPMENT STAFF REPORT

STAFF REPORT

Date: August 26, 2026

To: Honorable Mayor Listowski and Industrial Development Corporation Board Members

From: Michele Hay, Economic Development Coordinator

Project: FY27 Contract Renewal – Coastal Windstorm Insurance Coalition (CWIC)

Request:

Consider for Approval the FY27 Contract Renewal with the Coastal Windstorm Insurance Coalition (CWIC) in the amount of \$25,000.

Prior Action

The IDC board retroactively approved the FY26 Contract Renewal with the Coastal Windstorm Insurance Coalition (CWIC) during its meeting on August 4, 2026.

Background

The Coastal Windstorm Insurance Coalition (CWIC) has previously been engaged by the Industrial Development Corporation (IDC) to provide strategic public law and policy consulting before the Texas Legislature, agencies and departments of the state of Texas regarding long term funding mechanisms that would moderate the risks and provide incentives for the insurance industry to sell more windstorm insurance.

CWIC receives direction from the Chairman of the IDC on its key legislative and regulatory issues and the priority of said issues. IDC adopts a legislative agenda which is intended to create support for legislative proposals beneficial to the IDC and oppose legislation harmful to the IDC. Historically, the IDC's Legislative agenda has been:

1. Oppose any windstorm legislation or regulations that would adversely affect the people and businesses of Galveston, Texas.
2. Promote any windstorm legislation that would benefit, either financially or otherwise, the people and businesses of Galveston, Texas.





City of Galveston

DEVELOPMENT SERVICES

ECONOMIC DEVELOPMENT STAFF REPORT

The CWIC's focus would include the following efforts:

- to pursue best possible underwriting conditions, including increased maximum limits of coverage available through Texas Windstorm Insurance Association at the lowest supportable cost.
- to oppose inappropriately supported requests for rate increases for Texas Windstorm Insurance Association policies, including testimony and possible Actuary expert witnesses. Promotion of legislation to restore adequate funding availability to pay losses incurred under Texas Windstorm Insurance Association (TWIA) policies-avoiding inappropriate cost to policyholders and other legislation to improve TWIA insurance coverage.
- to avoid statutory or administrative rules changes expected to result in substantial and inappropriate policyholder increased costs, reduction of coverage, and other disadvantageous changes regarding windstorm insurance in the first tier of Texas counties, including professional fees, travel and other similar or associated expenses and payments to registered lobbyist(s).

Recommendation

Staff recommends approving the FY27 Contract Renewal with the Coastal Windstorm Insurance Coalition (CWIC) in the amount of \$25,000.

Fiscal Impact

Year	IDC ED Silo
FY 2027	\$ 25,000.00
Total	\$ 25,000.00

Attachments

2027 Coastal Windstorm Insurance Coalition (CWIC) Contract



GALVESTON INDUSTRIAL DEVELOPMENT CORPORATION
COASTAL WINDSTORM INSURANCE COALITION AGREEMENT

THIS AGREEMENT is entered into this ____th day of _____ 2026, by and between the Industrial Development Corporation of the City of Galveston, Texas, hereinafter called the “IDC”, and Coastal Windstorm Insurance Coalition hereinafter called “CWIC”.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

CWIC has been engaged to provide strategic public law and policy consulting before the Texas Legislature, agencies and departments of the state of Texas regarding long term funding mechanisms that would moderate the risks and provide incentives for the insurance industry to sell more windstorm insurance. The CWIC will use whatever options may be, in the CWIC’s judgment, most effective in pursuing IDC’s objectives. CWIC will receive direction on IDC’s key legislative and regulatory issues and the priority of said legislative and regulatory issues from the Chairman of the IDC. The IDC’s Legislative agenda is attached as Exhibit “A”.

2. IDC’s Role - The Parties agree that the active participation of the IDC is critical to successfully handling governmental matters. IDC agrees to provide appropriate officers, employees and staff to timely provide all necessary information to CWIC, to furnish appropriate documents or witnesses, to attend meetings (or be available by phone), if necessary and to participate in a manner necessary to handle IDC’s issues in an effective and professional manner.

3. Fees and Expenses. IDC shall pay CWIC a not to exceed fee of \$25,000 per fiscal year of the agreement, payable upon execution of the agreement. In order to allow payment by the IDC, CWIC shall submit an invoice immediately following execution of this agreement. The fee shall be due and payable within thirty (30) days of receipt of the invoice submitted by CWIC. All invoices shall be submitted to the following address:

City of Galveston
Attn: Accounts Payable

PO Box 779
Galveston, TX 77553
(Via email to accountspayable@galvestontx.gov).

4. Duration/Termination. This Agreement becomes effective when signed by all Parties. This Agreement terminates on September 30, 2027. This agreement may be terminated by either party with 30 days written notice to the other party.
5. Independent Organization. CWIC is an independent Consultant only and not an employee. IDC is not responsible and will not withhold any amounts for payment of taxes or any form of employee benefits. CWIC is solely responsible to pay any applicable taxes.
6. Reports. CWIC will consult with and give regular reports to the Board of the IDC. Such reports shall be by way of personal conferences or telephone conferences, and, only if such conferences are impractical or would not be timely enough, by email or other means of communications. **CWIC shall submit a mid-legislative session written status report to the IDC Board of Directors no later than March 31, and a second wrap-up legislative report no later than July 31 of the current contracted year.** Texas law contains special disclosure requirements for people who attempt to persuade governmental officials in how they make their decisions.
7. Confidentiality. IDC has a variety of sensitive information, including information that might be valuable to competitors. CWIC must maintain complete confidentiality over all of IDC's sensitive information. This obligation of confidentiality extends throughout the term of the Agreement, and extends beyond the termination of the Agreement.
8. Appropriations. The obligations of the IDC to make payment under this Agreement are expressly subject to appropriations by the IDC of funds that are lawfully available to be applied to such purpose.
9. Venue and Governing Law. Venue of any action arising out of this Agreement shall be exclusively in Galveston County, Texas. This Agreement shall be

governed and construed in accordance with the laws and court decisions of the State of Texas, without regard to its conflicts of law principles.

10. General Terms. This document constitutes the entire Agreement of the parties, and replaces and supersedes all other Agreements or understandings, whether written or oral. The parties agree that this Agreement is made in and is performable by Consultant in Texas. This Agreement shall be governed by the laws of the State of Texas.
11. Disclaimer. IDC acknowledges that the results of consulting services are uncertain, and that no predictions can be made about the time frame for accomplishing specific goals or whether the goals can be achieved at all. Further, government officials make decisions based on a wide range of considerations and through various methods, and it is not possible to know in advance how the governmental procedures will play out. IDC acknowledges that CWIC has not made any promises, representations, guarantees or warranties about the outcome of the services provided under this Agreement.
12. 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.
13. Captions. The captions to the various clauses of this Agreement are for informational and reference purposes only, and shall not alter the substance of the terms and conditions of this Agreement.
14. Entire Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary Agreements between the parties relating to matters contained in this Agreement and, except as otherwise provided in this Agreement, cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.
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. 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.

INDUSTRIAL DEVELOPMENT CORP.

CWIC

BY: _____

BY: _____

NAME: John Paul Listowski

NAME: Sharon O'Connor

TITLE: President

TITLE: President/Treasurer

DATE: _____

DATE: _____

Approved As To Form

Trevor Fanning
Legal Counsel

**BY EXECUTION OF THIS AGREEMENT, COASTAL WINDSTORM INSURANCE
COALITION ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.**

EXHIBIT A
INDUSTRIAL DEVELOPMENT CORPORATION
OF THE CITY OF GALVESTON, TEXAS (IDC)

The IDC adopts this legislative agenda which is intended to create support for legislative proposals beneficial to the IDC and oppose legislation harmful to the IDC:

1. Oppose any windstorm legislation or regulations that would adversely affect the people and businesses of Galveston, Texas.
2. Promote any windstorm legislation that would benefit, either financially or otherwise, the people and businesses of Galveston, Texas.