



NOTICE OF MEETING
INDUSTRIAL DEVELOPMENT CORPORATION
JANUARY 7, 2019 - 9:00 A.M.
CITY HALL - ROOM 204
823 ROSENBERG
GALVESTON, TEXAS

AGENDA

- I. Declaration Of A Quorum
- II. Roll Call
- III. Conflict Of Interest Declaration
- IV. Consider Approval Of The September 2019 Meeting Minutes.

Documents:

[IV.PDF](#)

- V. Public Comment On Agenda Items
- VI. Project Request
 - A. Review A Presentation On Port Operations And Its Master Plan.
 - B. Port Of Galveston Walkway Project

Documents:

[VI.B.PDF](#)

- VII. Administrative Matters
 - A. Review Airport Operations.
 - B. Review Economic Development Silo And 5 Year Funding Plan.

Documents:

[VII.B.PDF](#)

- C. Receive Direction On FY20 CWIC Payment.
- D. Discuss Upcoming IEDC Visit.

Documents:

[VII.D.PDF](#)

- E. Discuss And Consider Adopting A Resolution To Appoint A Subcommittee To Review

And Amend The Industrial Development Corporation By-Laws.

- F. Discuss And Receive An Update From The Treasurer On Expenses, Available Funds, Forecasts, And Investments.

Documents:

[VII.F.PDF](#)

- G. Discuss And Receive An Update On Current Or Complete D IDC Projects.

Documents:

[VII.G.PDF](#)

- H. Consider The FY20 Calendar.

Documents:

[VII.H.PDF](#)

VIII. Schedule Future Meetings

- IX. Request Agenda Items For Future Meetings

- X. 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 6, 2020 at 10:20 A.M.

Janelle Williams, City Secretary

***City Council Members may be attending and participating in the discussions**

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).

Industrial Development Corporation**Minutes of September 10, 2019**

I. Declaration of Quorum

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

II. Roll Call

Board Member Yarbrough – Present
Board Member Brown – Present
Board Member Hardcastle – Present
Board Member Listowski – Present
Board Member Priest – Present
Board Member Rider – Present

Terrilyn Tarlton-Shannon was present on behalf of Board Member Spagnola.

III. Conflict of Interest Declaration

There were no conflicts of interest at this time.

IV. Consider Approval of the August 2019 Meeting Minutes

Board Member Listowski made a motion to approve the minutes of August 8, 2019. The motion passed unanimously with the exception of Terrilyn Tarlton-Shannon, who abstained.

V. Public Comment on Agenda Items

There were no public comments on Agenda Items at this time.

VII. **Public Hearings**A. 27th Street Phase III

- a. Public hearing and potential changes to an Economic Development Agreement the Industrial Development Corporation and the City of Galveston for improvements and the maintenance of such improvements along 27th Street from Broadway to Market Street.

The public hearing was opened at 9:05 a.m. and closed at 9:06 a.m.

VIII. **Administrative Matters**

- A. Discuss and consider taking action for the extension of the 4B Corporation.

Board Member Yarbrough discussed with the board combining the Infrastructure and Economic Development Silos.

B. Consider contract for legal services.

Assistant City Manager Brandon Cook discussed with the board the annual update of the contract, noting that there were no changes to the fee. Board Member Rider made a motion to approve the contract with Board Member Hardcastle seconding the motion. The motion passed unanimously.

C. Consider sponsorship for GEDP 2019 Summit.

Michele Hay of the Galveston Economic Development Partnership discussed with the board the upcoming GEDP 2019 Summit. The board unanimously approved the sponsorship with Board Member Rider abstaining.

D. Discuss and consider giving staff direction on the Harborside Drive Walkover Project.

Assistant City Manager Brandon Cook discussed with the board the status of the application for the Harborside Drive Walkover Project. Board Member Brown made a motion to defer action until the Port's Master Plan update has been completed with Board Member Priest seconding the motion. The motion passed unanimously.

E. Discuss and consider giving direction on Lasker Pool Expenses.

Parks and Recreation Director Mario Rabago discussed with the board the proposed Lasker Pool budget for 2020 and provided a breakdown of operating expenses. Erica Pierce discussed with the board a partnership with Lasker Pool for SCUBA certification. Board Member Yarbrough made a motion to approve the budget with a smaller amount.

F. Discuss and receive an update from the Treasurer on expenses, available funds, and forecasts.

Assistant City Manager Brandon Cook discussed with the board providing an update at the end of the fiscal year and potential changes to the Infrastructure Silo. Board Member Yarbrough and Assistant City Manager Brandon Cook updated the board on Phases 1 and 2 of the Sandhill Crane Soccer Complex. Assistant City Manager Brandon Cook updated the board on discussions regarding the County-owned Pocket Parks. Board Member Rider stepped out of the room at 10:00 a.m.

G. Discuss and receive an update on current or completed IDC projects.

Assistant City Manager Brandon Cook discussed with the board the status of the Babe's Beach project and the Harborside Drive traffic signal at 23rd Street. Board member Rider returned at 10:04 a.m. The board discussed the West Market and 27th Street projects.

H. Consider the FY20 calendar.

The board discussed the FY20 calendar.

VI. Schedule future meetings.

The next meeting of the IDC will be on Tuesday, January 7, 2020.

VII. Request agenda items for future meetings.

The board requested updates on the Pelican Island Bridge.

VIII. Adjournment.

Board Member Brown called the meeting to adjournment at 10:21 a.m.

**GALVESTON WHARVES**

- 123 Rosenberg Avenue, 8th Floor, Galveston, Texas 77550
- Galveston (409) 765-9321 • Houston (281) 286-2484
- Fax (409) 766-6171 • Website: <http://www.portofgalveston.com>

BOARD OF TRUSTEES OF
THE GALVESTON WHARVES
Albert P. Shannon, Chairman
Leigh Elizabeth Beeton, Vice Chairman
Dr. Craig Brown, Trustee
Richard DeVries, Trustee
Harry D. Maxwell, Jr., Trustee
E. L. "Ted" O'Rourke, Trustee
Todd P. Sullivan, Trustee

PORT DIRECTOR/CEO
Rodger Rees

December 27, 2019

Garrett McLeod
Economic Development Coordinator
City of Galveston
P.O. Box 779
Galveston, TX 77553

Re: Transmittal of IDC Application – Port of Galveston Walkway Project

Dear Mr. McLeod,

As requested in our recent correspondence, please find the attached IDC Application updated to reflect the current request. In addition to changing the IDC Category to Economic Development, the requested amount was changed to \$1,350,000 or 50% of the total project cost. At the time of the last application, the requested amount matched what was potentially available for award. If the funding is available, the Port respectfully asks the IDC to consider funding 50% of the project costs.

Thank you for your assistance. Please let me know if there are any other corrections that need to be made to this application.

Sincerely,

Rodger Rees
Port Director/CEO

Cc: Brandon Cook, Assistant City Manager – City of Galveston
Dr. Craig Brown, City Council Member – City of Galveston
Jeffrey Thomas, Chief Engineer – Port of Galveston



City of Galveston

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Telephone: (409) 766-6100

DECEMBER 27, 2019

TO: The Honorable James D. Yarbrough, Mayor of the City of Galveston
Industrial Development Corporation Board Members

FROM: Rodger Rees, Port Director/CEO, Port of Galveston

SUBJECT: APPROVE THE PORT OF GALVESTON'S REQUEST FOR FUNDING FOR A PROJECT TO IMPROVE PEDESTRIAN WALKWAY FACILITY

I. BACKGROUND

- A. The Port of Galveston (the "Port") has two main cruise terminals, Cruise Terminal One and Cruise Terminal Two, bordered between Galveston Bay on the north and Harborside Drive on the south. Due to the location of the pedestrian entrance on the north side of the intersection of Harborside Drive and 25th Street, Port and Strand customers, who have parked at the Port or downtown, must travel across Harborside Drive, as well as adjacent railroad tracks, to gain access to the Port's cruise terminals and other retail establishments.
- B. Originally completed in 1982, the walkway and its attached vestibule spans approximately 406 feet in length and links the south side of Harborside Drive to the north side of Harborside Drive. The Port has been attempting to encourage the walkway's use for pedestrian safety. In order to allow the public to safely cross Harborside Drive, accessing restaurants and retail commercial spaces on both the north side and the south side of the street, the walkway must be improved.

II. CURRENT SITUATION

- A. Currently, the walkway remains inaccessible. With little walkway technology and simple crosswalk lines, the intersection at Harborside Drive and 25th Street has no systems or technologies in place to help the large number of cruise passengers and general public pedestrians accessing the Port's cruise terminal and/or simply needing to cross to the other side of Harborside Drive.
- B. Serving as the northern boundary of the Historic Strand and Downtown Districts, the backbone of Galveston's tourism economy, accessibility between Port property and both the Historic Strand and Downtown Districts remains vital for the island's economy, commercial vitality, and economic viability. Portions of the Historic Strand and Downtown Districts are located both to the north and to the south of Harborside Drive, drawing large crowds for their many attractions as well as dining and shopping options. Restoring the walkway and making it accessible for the public, as well as Port stakeholders, would revive a vital artery between the divided areas, thereby increasing not only general pedestrian safety but also increasing the local economy's sustainability. Revitalization of Harborside Drive and the Historic Strand and Downtown District, as well as accessibility between both locations, accommodating the almost two million cruise passengers, six million visitors, and other members of the public and Port stakeholders, is essential to the success of Galveston.





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- C. To address pedestrian need, the Port proposes to improve the existing, enclosed pedestrian walkway facility spanning from the Port's public garage to Cruise Terminal One.
- D. The Port seeks approval of the award of up to \$1,350,000.00 from the Industrial Development Corporation to assist in funding approximately 50% of the Port's proposed efforts to improve the pedestrian walkway facility. These improvements will enable pedestrian use of the walkway, ensure compliance with the American Disabilities Act ("ADA"), provide access and additional parking for downtown visitors, increase pedestrian safety, and enhance pedestrian circulation in the immediate and surrounding areas.

III. WORK COMPLETED & PROJECT PLAN

With the walkway already in existence and approximately 90% of the architectural and engineering designs complete for the structural and interior improvements as well as the installation of elevators, the reduction of costs to implement such proposed improvements, once complete, would create an almost immediate return on previous investment through the enhanced use of existing infrastructure while also increasing pedestrian safety. The Port proposes to implement required structural and interior improvements, install elevators and escalators in both the north and south end of the walkway facility, as well as ensure ADA compliance throughout all improvements and additions.

A. Work Completed

To provide construction support as well as ensure ADA compliance, the Port secured the services of AECOM Technical Services, Inc. and performed design services. The Port prepared construction bid documents for the construction of two new elevators adjacent to the elevated walkway as well as for the replacement of various structural members in the walkway. Please see [Attachment B](#), which has been attached and incorporated hereto for reference.

B. Project Plan

The proposed project includes the design of a pedestrian circulation system using two escalators, in addition to the two elevators previously designed, as well as the design and construction of other physical improvements required to make the walkway facility operational. In addition to the installation of the escalators and elevators, the Port proposes modifications to the frontage of Cruise Terminal 1 and Shearn Moody Plaza Garage to accommodate access to the new elevators and escalators. Please see [Attachment C](#), which has been attached and incorporated hereto for reference.

The Port anticipates the completion of the proposed project before the end of December 2020.

C. Environmental Impact

Based on the location and methods of construction, the Port does not expect any environmental impacts.





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With a total projected project cost of \$2.7 million, the Port seeks approval of the award of up to \$1,350,000.00 from the Industrial Development Corporation to assist in funding approximately 50% of the Port's proposed efforts to improve the pedestrian walkway facility. The Port has reserved an additional amount of funding needed in the Port's budget in order to complete the proposed project. Please see Attachment D, which has been attached and incorporated hereto for reference.

IV. PROPOSED ALTERNATIVES IN ORDER OF PRIORITY

As the preferred method of ingress and egress for all Shearn Moody Plaza's parking customers includes minimal additional movements in an expedited manner, all alternative options, listed below, include a new elevator inside Cruise Terminal One, located at the walkway facility entrance.

A. Alternative One

- i. Isolation, from the remainder of the building, of the elevator lobbies on both floors.
- ii. Both cruise passengers and the public have access to the elevator lobbies from the elevated walkway or the veranda.

B. Alternative Two

- i. Same features as Alternative One.
- ii. Makes use of existing stairwell, south of cruise passenger screening services.
- iii. Isolates office space on the second floor of Cruise Terminal One from the remainder of the terminal.

C. Alternative Three

- i. Create new ramps inside the building for direct entry and exit from the second floor.
- ii. Does not limit or prevent the general public from entering the passenger restricted areas of Cruise Terminal One.

V. Fiscal Impact Report

Requested By: Rodger Rees
Port Director/CEO, Port of Galveston

Funding Source: Industrial Development Corporation

Amount Requested: \$1,350,000.00

Total Estimated Project Cost: \$2.7 Million





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VI. Recommendation

Approve the award of \$1,350,000.00 from the Industrial Development Corporation to assist in funding approximately 50% of the Port's proposed efforts to improve the pedestrian walkway facility. In the alternative, approve the award of \$1,350,000.00 from the Industrial Development Corporation to assist in funding approximately 50% of the Port's proposed efforts to improve the pedestrian walkway facility pursuant to "Alternative One," as outlined above.

VII. Attachments

Attachment A: Galveston Industrial Development Corporation Application for Funding

Attachment B: *Professional Services Agreement* (AECOM Technical Services, Inc.)

Attachment C: Renderings

Attachment D: Budget Estimate for CT1 Walkway Escalator Additions



Galveston Industrial Development Corporation

Application for Funding

Introduction

Certain types of Investments, which result in the creation of primary jobs, retention of existing jobs, new income, expanded tax base and other positive economic growth and economic stabilization efforts are beneficial to the City of Galveston as a whole. This application form has been created to assist the Galveston Industrial Development Corporation (IDC) in evaluating potential projects for possible funding from the IDC.

Economic Development Corporations Overview

The Development Corporation Act of 1979 gives cities the ability to finance new and expanded business enterprises in their local communities through economic development corporations (EDCs). Chapters 501, 504, and 505 of the Local Government Code outline the characteristics of Type A and Type B EDCs, authorize cities to adopt a sales tax to fund the corporations and define projects EDCs are allowed to undertake.

Primary Jobs Requirement - The main requirement is that the businesses bring new money into the community. In 2003, the Legislature voted to require that certain projects create or retain primary jobs. A primary job is one at a company that exports a majority of its products or services to markets outside the local region, infusing new dollars into the local economy. Primary jobs are further limited to specific industry sectors such as agriculture, mining, manufacturing and scientific research and development. Those industry limitations can be found in Local Government Code, Chapter 501.

Performance Agreements - EDCs cannot simply gift sales tax proceeds to businesses and/or projects. An EDC must enter into a written performance agreement with any business or project enterprise that it funds directly or makes expenditures to that benefit an eligible project. At a minimum, the performance agreement must contain:

- a schedule of additional payroll or jobs to be created or retained;
- the capital investment to be made by the business or project enterprise; and
- the terms for repayment of the EDC's investment if the business or project fails to meet the performance requirements specified in the agreement.

Public Information

The City and IDC are subject to the Texas Public Information Act (Act). The Act provides that all information in their (City/IDC) possession is open to public inspection unless it falls within certain narrowly-defined exceptions. Information which is provided as a part of this application process will be subject to public disclosure unless an exception is found to apply to the information and the applicability of the exception is determined in accordance with the Act.

Approval Process for IDC Funding

Preliminary approval by the IDC is mandated to comply with State regulations on the usage of Type B (4B) Sales Tax for Economic Development corporations requiring a 60-day public notice period prior to any final approvals being granted.

After approval by the IDC and compliance of the 60-day public notice period, the IDC will conduct a public hearing at the next regularly scheduled meeting of the IDC for final consideration of the project. Following IDC approval the project is then required to be approved by the Galveston City Council during the next scheduled meeting of the City Council following IDC approval. Final authority rests in the execution of a Performance Agreement between the prospective applicant and the IDC.

No Officer, Director, Official, Agent or Employee of the City or the IDC has authority to make any binding commitment for a particular project other than through compliance with the approval process described above.

Applicant Information:

Company Name: Port Galveston

Address: 123 26th Street

Phone: 409-766-6122 Fax: _____

Name of Contact: Jeffrey Thomas

Contact Address (if different from above) _____

City: Galveston State: TX Zip: 77553

Phone: 409-766-6122 Fax: _____

Email Address: jthomas@portofgalveston.com

=====
Amount of Request from IDC: \$1.35 Million
=====

Brief Project Description: The Port of Galveston is requesting support from the Industrial Development Corporation to help with the costs of improvements to Cruise Terminal 1 Walkway and Facility. These improvements will enable passenger use of the Cruise Terminal 1 Walkway, comply with American Disabilities Act (ADA) requirements, and provide access for additional parking for downtown visitors when and if approved by the Galveston Wharves as well as enhance passenger circulation.

After many years of repair and renovation, the final phase of the Cruise Terminal 1 Walkway proposed project includes elevator and escalators both in the Cruise Terminal and Garage, which will ensure ADA compliance and maximize efficiency of operations.

Proposed Funding from the Following IDC Category:

Beaches Infrastructure Economic Development **X** Parks

Economic Impact:

Please provide a brief summary of the benefits to be created as a result of the proposed project:

Attachment A

<u>Project Budget</u>	<u>Applicant</u>	<u>I D C</u>	<u>TOTAL</u>
Land	\$ _____	\$ _____	\$ _____
Building (<i>Describe new, modernization, etc</i>)	\$ 1.35 M	\$ 1.35 M	\$ 2.7 M
Furniture/Fixtures/Equipment	\$ _____	\$ _____	\$ _____
Other (<i>Describe</i>)	\$ _____	\$ _____	\$ _____
TOTAL	\$ 1.35 M	\$ 1.35 M	\$ 2.7 M

Please describe any other sources of revenue that will be used for this project. Include terms of use or types of funding:

OTHER ASSISTANCE:

Has this applicant ever filed for bankruptcy protection under Chapters 7 or 11 of the Federal Bankruptcy Statutes?: (Yes / No)

If yes, please describe: _____ No _____

Has your company/organization applied for any State or Federal assistance on this specific project? (Yes / No)

If yes, please describe: _____ No _____

Has your company/organization ever applied for and either received or been denied financial assistance from any other municipality in the State of Texas? (Yes / No)

If yes, explain: _____ No _____

Is your company currently engaged in evaluating other communities for this project? (Yes / No)
If yes, explain: _____ No _____

PROJECT INFORMATION: (please address the following factors in a narrative to be attached to this application)

Project Narrative

- > After many years of repair and renovation, the final phase of the Cruise Terminal 1 Walkway proposed project includes elevator and escalators both in the Cruise Terminal and Garage, which will ensure ADA compliance and maximize efficiency of operations.
- > The go forward project includes design of circulation system using escalators, purchase, installation and any other items required to make the walkway operational. Specifically, the existing sidewalk shall be divided into two accessible ramps. One to support general circulation and one that rises to meet the lobby. The escalator model to be utilized is the Kone Travelmaster 110 unit vertical rise - 23'-0" inclination - 30° and step width - 40". The budget is as follows and is expected to be complete by second quarter 2020.

Employment Impact

- > N/A

Fiscal Impact

- > N/A

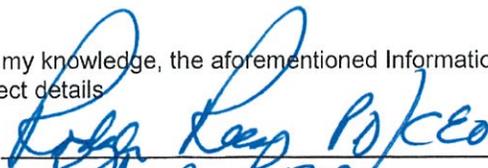
Community Impact

- > Enhanced pedestrian safety and improved circulation making operations more efficient as well as provide access to additional parking for the Strand business area.

Competitive Impact

- > N/A

To the best of my knowledge, the aforementioned information is an accurate description of the proposed project details.

Signature: 
Name: RODGER REES
Title: PORT DIRECTOR / CEO
Date: 12/27/19

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into as of April 27, 2015 (the "Effective Date"), by and between the BOARD OF TRUSTEES OF THE GALVESTON WHARVES ("Client"), a separate utility of the City of Galveston, Texas (the "City"), and AECOM TECHNICAL SERVICES, INC., a California corporation ("Consultant").

WHEREAS, Client is interested in retaining the services of an architecture or engineering firm to provide professional services for Client at the Port of Galveston (the "Port");

WHEREAS, Consultant is an architecture or engineering firm authorized to do business in Texas and is qualified to perform the professional services Client may wish it to perform from time to time; and

WHEREAS, Client has determined that Consultant is the most highly qualified provider of the requested professional services based on demonstrated competence and qualifications, and that this Agreement represents a fair and reasonable price for the requested professional services.

NOW, THEREFORE, for and in consideration of the sum of \$10 and other valuable consideration, Client and Consultant agree to the following Terms, covenants, and conditions:

1. Performance by Consultant

a. *Services.* Consultant agrees to perform design services, construction bid documents and construction phase services for the construction of two new elevators adjacent to the walkway at Cruise Terminal 1 and for the repair or replacement of various structural members in the walkway at Cruise Terminal 1 at the Port of Galveston (the "Services"). A general description of the Services is attached as Exhibit A and incorporated by reference.

2. Payment for Services

a. *Fees, Price Protection.* Unless otherwise agreed to in writing by both parties hereto, Client shall pay Consultant for the Services in accordance with the Fee Schedule attached hereto as Exhibit B. The fees specified in the Fee Schedule are the total fees, expenses, and other charges for the Services and will not be increased during the term of this Agreement without Client's prior written consent. Consultant represents that the price stated for the Services performed hereunder is at least as favorable as that charged to any other customer for the same or similar services.

b. *Invoices.* Consultant shall invoice Client monthly for Services rendered, setting forth the hours worked and price of materials provided for which payment is sought. Consultant must include with each invoice copies of any receipts or other documentary evidence that Client may reasonably request to support the claims made in the invoice. Client will pay for those Services and expenses within 30 days of receipt of a properly completed invoice. Notwithstanding any provision of this Agreement to the contrary, the total of all consideration (fees, expenses, and

other charges) to be paid to Consultant under this Agreement must not exceed the sum of \$90,190 unless approved in advance by Client.

3. Obligations of Consultant

a. *Work on Client's Premises.* Consultant will ensure that its employees and agents will, whenever on Client's premises, obey all reasonable instructions and directions issued by Client, and observe Client's environmental, health, and safety policies, including any alcohol and substance abuse policies, as may be communicated to Consultant from time to time. Nothing in this paragraph 3, or otherwise in this Agreement, shall grant Client any control over the manner or means by which Consultant provides the Services.

b. *Key Person.* The parties agree that Mike Roth, Jay Malhotra, Bruce Bartling, Sayed Khan, and Mark Hall are essential to Consultant's performance of the Services offered pursuant to this Agreement. Should Mike Roth, Jay Malhotra, Bruce Bartling, Sayed Khan, or Mark Hall no longer be assigned by or available to Consultant to perform any of the Services for whatever reason, Consultant shall as soon as practicable provide the name and qualifications of a substitute key person or persons for Client's consideration and approval. If Client does not approve said substitute key person or persons, which approval will not be unreasonably withheld, Client will have the right to terminate this Agreement on 10 business days' written notice.

c. *Consultations, Reports.* Consultant agrees to make available Consultant's representative, who shall be mutually agreed upon by Consultant and Client, for periodic meetings to review the progress of all work under this Agreement. Consultant also shall prepare and submit to Client when requested a written report setting forth the status of such work in a format to be mutually agreed upon by Consultant and Client, as well as copies of all documents relating to the Services performed by Consultant.

d. *Manner of Work.* All Services shall be performed by Consultant without neglect, using the degree of skill, knowledge, care, and diligence normally applied by members of the architecture or engineering profession under like or similar circumstances, without defects in the design of the work, and in strict compliance with the plans, specifications, and generally accepted professional standards applicable to the Services. Consultant shall observe and comply with all applicable laws, statutes, rules, regulations, ordinances, and codes in performing the Services, including without limitation obtaining all necessary licenses, certifications, and permits. Consultant shall, where and as applicable, provide all safety equipment and supplies necessary or desirable for Consultant's performance of the Services. Prior to commencement of the Services, and thereafter during performance of the Services, Consultant shall inspect the worksite to make certain that it is safe for Consultant and its employees and agents to work. Contractor hereby agrees to waive, and shall cause each of its permitted subcontractors and suppliers to waive, any and all mechanic and materialman's liens and privileges arising out of the Services to the extent any such liens may attach to Client's property as a matter of law, and shall indemnify, defend, and hold Client harmless from and against such liens and privileges.

4. Obligations of Client

Client agrees to make available to Consultant, upon reasonable notice, such information, data, and documentation regarding its facilities and infrastructure and other matters related to the Services as may reasonably be required by Consultant to complete the Services.

5. Recruitment

Consultant and Client agree not to recruit employees who are currently employed (or who were employed in the last 6 months) by the other party unless written permission is obtained from the other party. This provision shall remain in effect for a period of 6 months after termination of this Agreement.

6. Term of Agreement

a. *Commencement and Renewal.* This Agreement shall commence on the Effective Date and shall remain in effect until terminated as provided for in §6(b) below.

b. *Termination by Either Party.* Either party, upon giving written notice to the other party, may terminate this Agreement:

i. if the other party or its employees, consultants or other agents violate any material provision of this Agreement and the violation is not remedied within 5 business days of the party's receipt of written notice of the violation;

ii. if at any time after the commencement of the Services, Client, in its reasonable judgment, determines that such services are inadequate, unsatisfactory, or substantially non-conforming to the specifications, descriptions, warranties, or representations contained herein and the problem is not remedied within 5 business days of the party's receipt of written notice describing the problem;

iii. at any time in the event the other party terminates or suspends its business, becomes a debtor in any bankruptcy or insolvency proceeding under Federal or state statute, or becomes subject to direct control by a court appointed receiver or other similar authority; or

iv. without cause, by giving the other party 30 days written notice of termination.

In the event that any of the events described in iii. above occurs to a party, that party shall immediately notify the other party of its occurrence,

c. *Obligations upon Expiration or Termination.* Upon expiration or termination of this Agreement, Consultant shall promptly return to Client all information, files, documentation, media, related material, and any other material that is owned by Client, as well as any work product in progress. Expiration or termination of this Agreement shall not relieve either party of its obligations regarding Confidential Information under Section 7 below. Upon termination Consultant shall immediately cease performing the Services, and shall no longer be required to

provide the Services, Consultant will be entitled to be paid for all Services performed, including payment for all expenses to which Contractor may be entitled, up to and including the effective date of the termination, subject to any claims for damages that Client has under the terms of this Agreement.

7. Confidential Information

a. *Non-Disclosure.* Consultant and Client each agree not to use, disclose, sell, license, publish, reproduce or otherwise make available the Confidential Information (defined below) of the other party except and only to the extent necessary to perform under this Agreement. Consultant agrees to secure and protect the Client's Confidential Information in a manner consistent with the maintenance of Client's confidential and proprietary rights in the information and to take appropriate action by instruction or agreement with its employees, consultants or other agents who are permitted access to Client's Confidential Information to satisfy its obligations under this Section.

b. *Definition.* "Confidential Information" means a party's information, not generally known by non-party personnel, used by the party and which is confidential or proprietary to the party or the disclosure of which would be detrimental to the party, Confidential Information includes, but is not limited to, the following types of information (whether or not reduced to writing or designated as confidential):

- i. work product resulting from or related to Services performed under this Agreement;
- ii. a party's computer software, including documentation;
- iii. a party's internal personnel, financial, marketing and other business information and manner and method of conducting business;
- iv. a party's security status, strategic operations, and other business plans and forecasts; and,
- v. confidential information provided by or regarding a party or a party's employees, customers, vendors and other contractors.

c. *Confidentiality Agreement with Consultant's Employees.* All of Consultant's employees or agents who perform services for Client shall sign a confidentiality agreement in a form approved by Consultant and Client.

8. Indemnification and Insurance

a. *Indemnification of City and Client.* Consultant INDEMNIFIES and HOLDS HARMLESS Client, its trustees, officers, agents and employees, and the City, its officers, agents and employees, against all costs and expenses, including, without limitation, attorneys' fees and costs of investigation and defense, as well as legal liability, whether from suit, judgment,

settlement or otherwise arising out of any or all claims for injury to persons or property, including but not limited to injuries resulting in death, arising from, or caused by, or incident to any wrongful or negligent act or omission of Consultant, its agents, invitees, servants and employees upon the property of Client, or arising or resulting from any defective or unsafe condition for which Consultant is responsible, or of any apparatus, equipment or other property of Consultant, or in any other manner arising out of any action or inaction of Consultant relating to the performance of Services under this Agreement. Any language to the contrary notwithstanding, the covenants and agreements contained in this paragraph survive the termination or expiration of this Agreement for whatever cause.

b. *Insurance Requirements.* Consultant must obtain and maintain throughout the term of this Agreement the insurance coverage described on Exhibit C, which is attached and incorporated by reference, and must strictly comply with all covenants relating to the insurance coverage described on Exhibit C.

c. *Indemnity for Noncompliance with Insurance Requirements.* Consultant INDEMNIFIES and HOLDS HARMLESS Client from any loss it may suffer due to Consultant's failure to comply with all the insurance requirements contained in this Agreement, including the requirement for obtaining waivers of subrogation, and due to any insurance coverage being invalidated because of Consultant's failure to comply with the terms, conditions and warranties of any policy of insurance required to be maintained by Consultant under the terms of this Agreement.

9. Injunctive Relief

It is hereby understood and agreed that damages shall be an inadequate remedy in the event of a breach by Consultant of Section 7 of this Agreement and that any such breach by Consultant will cause Client great and irreparable injury and damage. Accordingly, Consultant agrees that Client shall be entitled, without waiving any additional rights or remedies otherwise available to Client at law or in equity or by statute, to injunctive and other equitable relief without proof of actual damages in the event of a breach or intended or threatened breach by Consultant of Section 7 of this Agreement.

10. Assignment and Subcontracting

a. *Consent Required.* Consultant may not assign or subcontract the whole or any part of this Agreement without Client's prior written consent, which consent shall not be unreasonably withheld.

b. *Subcontracting.* Any subcontract made by Consultant with the consent of Client must incorporate by reference all the terms of this Agreement. Consultant agrees to guarantee the performance of any subcontractor used in performance of the Services.

11. Other Provisions

a. *Status as Independent Contractor.* Consultant and Client are contractors independent of one another and neither party's employees will be considered employees of the other party for any purpose. This Agreement does not create a joint venture, partnership, or other joint business enterprise, and neither party has the authority to bind the other to any third party. Notwithstanding any language in this Agreement to the contrary, Consultant is solely responsible for directing control over its employees and agents and the manner and means of performance of the Services.

b. *Applicable Law and Forum.* This Agreement will be governed and construed in accordance with the laws of the State of Texas without regard to the conflicts of laws principles thereof. Any action or suit related to this Agreement must be brought in the state or federal courts sitting in Galveston County, Texas.

c. *Notices.* All notices, demands, or requests from one party to another must be in writing and must be (i) personally delivered, (ii) sent by mail, certified or registered, postage prepaid, (iii) sent by facsimile transmission, or (iv) sent by overnight delivery, in any case to the address stated in this Section, or to such other address as the party may request in writing, and are deemed to have been given at the time of receipt or delivery;

If to Client: Board of Trustees of the Galveston Wharves
123 Rosenberg, 8th Floor
Galveston, Texas 77550
Fax: (409) 766-6171
Attn.: Port Director

If to Consultant: ABCOM Technical Services, Inc.
7650 Corporate Center Drive, Suite 400
Miami, Florida 33126
Fax: (305) 447-3580
Attn.: Lori Baer

d. *Waiver.* No waiver by Client of any breach by Consultant of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.

e. *Entire Agreement.* This Agreement, including Exhibits A, B, and C, constitutes the entire agreement between Consultant and Client with respect to the subject matter hereof.

f. *Modifications.* No modification of this Agreement shall be effective unless in writing and signed by both parties.

g. *Severability.* If any provision of this Agreement is invalid or unenforceable under any statute or rule of law, the provision is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way.

h. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which taken together will be deemed one and the same document. A photocopy or facsimile reproduction of an original signature of a party on this Agreement binds that party to the terms, covenants and conditions of this Agreement.

i. *No Personal Liability of Board.* The members of the BOARD OF TRUSTEES OF THE GALVESTON WHARVES, whether singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

j. *Limitation of Liability of the City.* The City of Galveston is never liable to respond in damages or make indemnity, or contribution, or payment of any character from any source other than the property, and the income and revenues arising from the property, under the management and control of the BOARD OF TRUSTEES OF THE GALVESTON WHARVES by reason of, due to or caused by a breach of this Agreement.

k. *Time.* Time is of the essence in the performance of this Agreement.

l. *Attorneys' Fees.* In the event either party breaches any of the terms of this Agreement and the party not in default employs attorneys to protect or enforce its rights and prevails, then the defaulting party agrees to pay the non-defaulting party's reasonable attorney's fees and expenses.

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have executed this Agreement on the date first set forth above.

CLIENT:

BOARD OF TRUSTEES OF
THE GALVESTON WHARVES

By: Michael J. Mierzwa
Michael J. Mierzwa, Port Director

Approved as to form:

Wm. John Wagner
Counsel to the Board of Trustees
of the Galveston Wharves

CONSULTANT:

AECOM TECHNICAL SERVICES, INC.

By: Lori Baer
Name: Lori Baer
Title: Vice President - PORTS

SCHEDULE OF EXHIBITS

- Exhibit A - Description of Services [Section 1(a)]
- Exhibit B - Fee Schedule [Section 2(a)]
- Exhibit C - Insurance Requirements [Section 8(b)]

EXHIBIT A

DESCRIPTION OF SERVICES

Consultant will provide design services, construction bid documents and construction phase services as detailed in this document for the construction of two new elevators adjacent to the walkway at Cruise Terminal 1 and for the repair or replacement of various structural members in the walkway at the Port of Galveston.

The following tasks are involved in the Scope of Work.

TASK 1 DATA GATHERING AND BASIS OF DESIGN

Review/Study Existing Drawings/Reports – identify data gaps in order to determine additional required information collection

- This scope assumes existing geotechnical data will provide the required design information without additional field work.
- This scope assumes existing survey data will provide the required information without additional field work.
- A one day site visit is assumed for architectural, structural, civil, electrical and mechanical engineers to collect information about the existing facilities.

Basis of Design – Develop Design Criteria for project. Assumptions as follows:

- Existing Geotechnical Reports adequate for foundation design. Shallow foundations are assumed adequate.
- Existing surveys adequate for civil design and establishing floor elevations.
- One elevator located within garage limits but possibly subject to weather at the garage end of the elevated walkway.
- One elevator located outside and subjected to weather at the terminal side of the elevated walkway.
- Existing elevated walkway, garage or terminal building foundations are not restrictive in elevator location.
- Utilities modifications will be coordinated with the utility owners and subject to their approval as well as the Port's.
- Adequate electrical power is available in the terminal electrical rooms for both elevators.
- Permitting is by others. Limited efforts are anticipated as being needed in support of these efforts by others including both the Port's Environmental Consultant and the Contractor in obtaining permits.

Develop Design Loads – In accordance with the International Building code as well as other national, state, and local codes. Earth Pressures and elevations based on and incorporating geotechnical field investigations and surveys into design criteria.

Develop summary report itemizing all codes and design criteria to be followed

TASK 2 DESIGN DEVELOPMENT (30% DOCUMENTS)

Prepare Design for following elements following Basis of Design protocol for:

- Elevator at garage end of elevated walkway.
- Elevator at terminal end of the elevated walkway.
- Architectural Design
- Structural Design
- Electrical Design
- Mechanical Design
- Design Development Drawings developed to approximately 30% level
- Specifications: Develop Final List of Specification Sections.
- Develop construction cost estimate from DD drawings and specifications.

DELIVERABLE: Drawings, List of Specifications Sections, Preliminary Cost Estimate and responses to Basis of Design Comments.

TASK 3 90% CONSTRUCTION DOCUMENTS

Contract Drawings (drawings advanced to approximately 90% level. Technical

Specifications (CSI 2004 50 Division Format).

Cost Estimate

DELIVERABLE: 90% Drawings, Contract Specifications, updated Cost Estimate and responses to Ports 30% comments

TASK 4 100% CONSTRUCTION DOCUMENTS

- Final Contract Drawings
- Final Technical Specifications
- Cost Estimate

DELIVERABLE: Final Drawings, Contract Specifications, updated Cost Estimate and responses to 90% comments

TASK 5 REPAIR EXISTING STEEL COLUMNS AND WALKWAY TRUSS SUPPORT

- Inspect and Perform ultrasonic thickness (UT) measurements of (2) steel TS column sections located in existing garage and (2) steel truss supports located at terminal

end of walkway between lower truss member and concrete support.

- Prepare letter report summarizing the conditions from the general inspection and the results of the UT measurements in tabular format,

Include replacement of the columns and truss supports in the design phases as listed above.

TASK 6 CONSTRUCTION PHASE SERVICES

Provide support during the construction phase of the project as follows:

- Attend Pre-Bid and Pre-Construction Meetings
- Review, and assist the Port in responding to, Contractor Submittals, Shop Drawings, and RFIs
- Perform periodic inspections of work to evaluate compliance with drawings and specifications
- Participate in project meetings (progress meetings, etc.) as necessary via phone or in person.
- Review contractor As-Built drawings and prepare Record drawings

DELIVERABLE: Record Drawings

EXHIBIT B

TEE SCHEDULE

[see following page]

Exhibit B

**Fee Schedule for Architecture and Engineering Services for CT1 Walkway
Elevator Installation and Column Repair Project**

Data Gathering Phase

Not to exceed \$14,537

Design Development (30%) Phase

Not to exceed \$24,436

Construction Documents (90%) Phase

Not to exceed \$23,095

Construction Documents (100%) Phase

Not to exceed \$14,276

Construction Administration Phase

Not to exceed \$9,008

Repair Columns and Supports Phase

Not to exceed \$1,238

Expenses

Not to exceed \$3,600

Exhibit C
Insurance Requirements
Professional Services Agreement

1. Specific Insurance Requirements

The following insurance shall be maintained in effect with limits not less than those set forth below at all times during the term of this Agreement and thereafter as required:

Insurance	Coverage/Limits	Other Requirements
Commercial General Liability (Occurrence Basis)	<ul style="list-style-type: none"> ▪ \$1,000,000 Per Occurrence • \$2,000,000 General Aggregate • \$1,000,000 Personal And Advertising Injury 	<ul style="list-style-type: none"> ▪ Current ISO edition of CG 00 01 • The personal injury contractual liability exclusion shall be deleted. • This coverage shall be endorsed to provide primary and non-contributing liability coverage. It is the intent of the parties to this Agreement that all insurance coverage required herein shall be primary to and shall seek no contribution from all insurance available to Owner Parties, with Owner Parties' insurance being excess, secondary and non-contributing. • The following exclusions/limitations (or their equivalent(s), are prohibited: <ul style="list-style-type: none"> ○ Contractual Liability Limitation CG 21 39 ○ Amendment of Insured Contract Definition CG 24 25 ○ Any type of Punitive, Exemplary or Multiplied Damages exclusion
Business Auto Liability	\$1,000,000 Per Accident	<ul style="list-style-type: none"> • Current ISO edition of CA 00 01 • Arising out of any auto (Symbol 1), including owned, hired and nonowned
Workers' Compensation and Employer's Liability	<ul style="list-style-type: none"> • Statutory Limits • \$1,000,000 Each Accident and Disease • USL&H must be provided where such exposure exists. 	<ul style="list-style-type: none"> • Such insurance shall cover liability arising out of the Consultant's employment of workers and anyone for whom the Consultant may be liable for workers' compensation claims. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted. • Where a Professional Employer Organization (PEO) or "leased employees" are utilized, Consultant shall require its leasing company to provide Workers' Compensation insurance for said workers and such policy shall be endorsed to provide an Alternate Employer endorsement in favor of Consultant. Where Consultant uses leased employees with Workers' Compensation insurance provided by a PEO or employee leasing company, Consultant is strictly prohibited

		from subcontracting any of its work without the express written agreement of Owner.
Excess Liability (Occurrence Basis)	<ul style="list-style-type: none"> • \$2,000,000 Each Occurrence • \$2,000,000 Aggregate 	Such Insurance shall be excess over and be no less broad than all coverages described above and shall include a drop-down provision for exhaustion of underlying limits.
Professional Liability	<ul style="list-style-type: none"> • \$2,000,000 Each Claim • \$2,000,000 Aggregate • Such Insurance shall cover all services rendered by the Consultant and its consultants under the Agreement, including but not limited to engineering and construction management services. • Policies written on a Claims-Made basis shall have an extended reporting period of at least two years beyond termination of the Agreement. 	This Insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from punitive, exemplary or multiplied damages.

2. General Insurance Requirements

A. Definitions. For purposes of this Agreement:

- i. "ISO" means Insurance Services Office.
- ii. "Consultant" shall include subcontractors of any tier.
- iii. "Owner Parties" means (a) the Client, as identified in the Master Services Agreement, (b) the City, as identified in the Master Services Agreement, (c) the Project, (d) any lender whose loan is secured by a lien against the Work, (e) their respective shareholders, members, partners, joint venturers, affiliates, subsidiaries, successors and assigns, and (f) any directors, officers, employees, or agents of such persons or entities.

B. Policies.

- i. Consultant shall maintain such General Liability, Excess Liability, and Professional Liability insurance in identical coverage, form and amount, including required endorsements, for at least two (2) years following final performance of services to be performed under this Agreement.
- ii. All policies must:
 - a. Be written through insurance companies authorized to do business in the State in which the work is to be performed and rated no less than A-: VII in the most current edition of A. M. Best's Key Rating Guide.
 - b. Provide a waiver of subrogation in favor of Owner Parties on all insurance coverage carried by Consultant, whether required herein or not
 - c. Include Owner Parties as additional insureds on all policies except Workers' Compensation/Employer's Liability and Professional Liability. Additional Insured status on the Commercial General Liability policy shall be provided in favor of Owner Parties on ISO form CG 20 10 10 01.
 - d. Contain an endorsement providing for thirty (30) days prior written notice to Owner of cancellation or material change of coverage.

- e. Be provided to the Owner Parties in compliance with the requirements herein and shall contain no endorsements that restrict, limit, or exclude coverage required herein in any manner without the prior express written approval of the Owner.
 - iii. Failure of any Owner Party to demand such certificate or other evidence of full compliance with these insurance requirements or failure of any Owner Party to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Consultant's obligation to maintain such insurance.
 - iv. Consultant shall provide to the Owner a certified copy of all insurance policies required herein within ten (10) days of any such request. Renewal policies, if necessary, shall be delivered to the Owner prior to the expiration of the previous policy.
 - v. Commencement of services without provision of the required certificate of insurance, evidence of insurance and/or required endorsements, or without compliance with any other provision of this Agreement, shall not constitute a waiver by any Owner Party of any rights. The Owner shall have the right, but not the obligation, of prohibiting the Consultant or any subcontractor from performing any Work until such certificate of insurance, evidence of insurance and/or required endorsements are received and approved by the Owner.
- C. Limits, Deductibles and Retentions**
- i. The limits of liability may be provided by a single policy of insurance or by a combination of primary and excess policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.
 - ii. No deductible or self-insured retention shall exceed \$25,000 without prior written approval of the Owner, except as otherwise specified herein. All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at the Consultant's sole risk. The Consultant shall not be reimbursed for same.
- D. Forms**
- i. If the forms of policies, endorsements, certificates or evidence of insurance required by this Exhibit are superseded or discontinued, Owner will have the right to require other equivalent forms.
 - ii. Any policy or endorsement form other than a form specified in this Exhibit must be approved in advance by Owner.
- E. Evidence of Insurance.** Insurance must be evidenced as follows:
- i. ACORD Form 25 Certificate of Liability Insurance for liability coverages.
 - ii. Evidence shall be provided to Owner prior to commencing Work and prior to the expiration of any required coverage.
 - iii. ACORD Forms specify:
 - a. Owner as certificate holder at Owner's mailing address;
 - b. Insured's name, which must match that on this Agreement;
 - c. Insurance companies producing each coverage and the policy number and policy date of each coverage;
 - d. Producer of the certificate with correct address and phone number and have the signature of the authorized representative of the producer;
 - e. Additional Insured status in favor of Owner Parties;
 - f. Amount of any deductible or self-insured retention in excess of \$25,000;
 - g. Personal Injury Contractual Liability;
 - h. Primary and non-contributory status;
 - i. Waivers of subrogation; and
 - j. All exclusions and limitations added by endorsement to the General Liability coverage.
 - iv. Copies of the additional insured endorsement(s) applicable to the General Liability policy and of the 30 Day Notice of Cancellation or Material Change endorsement applicable to all required policies shall also be provided.

F. Consultant Insurance Representations to Owner Parties

- i. It is expressly understood and agreed that the insurance coverages required herein (a) represent Owner Parties' minimum requirements and are not to be construed to void or limit the Consultant's indemnity obligations as contained in this Agreement nor represent in any manner a determination of the insurance coverages the Consultant should or should not maintain for its own protection; and (b) are being, or have been, obtained by the Consultant in support of the Consultant's liability and indemnity obligations under this Agreement. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy or failure of any insurance company carrying insurance of the Consultant, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate or waive any of the provisions of this Agreement.
- ii. Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, this Agreement. If the Consultant shall fail to remedy such breach within five (5) business days after notice by the Owner, the Consultant will be liable for any and all costs, liabilities, damages and penalties resulting to the Owner Parties from such breach, unless a written waiver of the specific insurance requirement(s) is provided to the Consultant by the Owner. In the event of any failure by the Consultant to comply with the provisions of this Agreement, the Owner may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to the Consultant, purchase such insurance, at the Consultant's expense, provided that the Owner shall have no obligation to do so and if the Owner shall do so, the Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.
- iii. This Exhibit is an independent contract provision and shall survive the termination or expiration of the Construction Agreement.

G. Insurance Requirements of Consultant's Subcontractors

- i. Insurance similar to that required of the Consultant shall be provided by all subcontractors (or provided by the Consultant on behalf of subcontractors) to cover operations performed under any subcontract agreement. The Consultant shall be held responsible for any modification in these insurance requirements as they apply to subcontractors. The Consultant shall maintain certificates of insurance from all subcontractors containing provisions similar to those listed herein (modified to recognize that the certificate is from subcontractor) enumerating, among other things, the waivers of subrogation, additional insured status, and primary liability as required herein, and make them available to the Owner upon request.
- ii. The Consultant is fully responsible for loss and damage to its property on the site, including tools and equipment, and shall take necessary precautions to prevent damage to or vandalism, theft, burglary, pilferage and unexplained disappearance of property. Any insurance covering the Consultant's or its subcontractor's property shall be the Consultant's and its subcontractor's sole and complete means or recovery for any such loss. To the extent any loss is not covered by said insurance or subject to any deductible or co-insurance, the Consultant shall not be reimbursed for same. Should the Consultant or its subcontractors choose to self insure this risk, it is expressly agreed that the Consultant hereby waives, and shall cause its subcontractors to waive, any claim for damage or loss to said property in favor of the Owner Parties.

H. Use of the Owner's Equipment

The Consultant, its agents, employees, subcontractors or suppliers shall use the Owner's equipment only with express written permission of the Owner's designated representative and in accordance with the Owner's terms and conditions for such use. If the Consultant or any of its agents, employees, subcontractors or suppliers utilize any of the Owner's equipment for any purpose, including machinery, tools, scaffolding, hoists, lifts or similar items owned, leased or under the control of the Owner, the Consultant shall defend, indemnify and be liable to the Owner Parties for any and all loss or damage which may arise from such use.

I. Release and Waiver

The Consultant hereby releases, and shall cause its subcontractors to release, the Owner Parties from any and all claims or causes of action whatsoever which the Consultant and/or its subcontractors might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not, or which should have been covered by insurance required herein, including the deductible and/or uninsured portion thereof, maintained and/or required to be maintained by the Consultant and/or its subcontractors pursuant to this Agreement.

Budget Estimate for CT1 Walkway Escalator Additions

Description	Cost
Engineering Design for Walkway Elevator Project	\$ 90,190.00
Construction Estimate for Walkway Elevator Project	\$ 1,166,084.29
Engineering Design for Walkway Escalator Additions	\$ 121,470.00
Construction Estimate for Walkway Escalator Additions	\$ 1,384,000.00
Total	\$ 2,761,744.29

90% Construction Estimate W/O Pile Costs

File Name: 90% CD Est - Estimate

Qty Unit Material Labor Equipment Unit Cost Total Cost Notes



Galveston Cruise Terminal Improvements
90% CD Estimate
May 31, 2016

This is the 90% construction documents estimate on a project that includes passenger flow improvements to Cruise Terminal 1 at the Port of Galveston, in addition to improvements to the Shearn Moody garage across Harborside Drive, and also structural repairs to the connecting bridge. The unit prices include subcontractor overhead and profit. General contractor onsite overhead, and general contractor overhead and profit, are shown at the end of the estimate.

SHEARN MOODY GARAGE IMPROVEMENTS

First Floor demo

Remove Existing Lobby Wall
120 SF \$0.00 \$10.00 \$8.00 \$18.00 \$2,160.00 See demo photos

Relocate Electrical
1 LS \$150.00 \$500.00 \$0.00 \$650.00 \$650.00

Removal of steel reinforced concrete slab
8 slab thickness (30 SF per CY) Elevator Pit
Per Unit: SF \$0.00 \$10.05 \$5.60 \$15.65
180 SF \$0.00 \$1,809.18 \$1,008.00 \$2,817.18 \$2,817.18

Excavation
CY \$0.00 \$30.00 \$35.00 \$65.00
30 CY \$0.00 \$900.00 \$1,050.00 \$1,950.00 \$1,950.00

Helical Piles
4 EA \$4,500.00 \$4,000.00 \$4,000.00 \$12,500.00 \$50,000.00 No reliable pricing, for 20,000 lb load

Footings and grade beams
Grade Beam 1' x 2'
50 LF \$10.00 \$10.00 \$2.00 \$22.00 \$1,100.00

Formwork Assumes formed both sides
Per Unit: SF \$22.00 \$4.15 \$0.00 \$26.15
360 SF \$7,920.00 \$1,494.54 \$0.00 \$9,414.54 \$9,414.54

Pit wall Need to study interference with garage wall grade beams.
12 W x 48 D (0.467 CY per LF)
Per Unit: LF \$76.00 \$39.26 \$11.86 \$127.12
42 LF \$2,431.97 \$1,256.35 \$379.66 \$4,067.98 \$4,067.98

Pit floor
Cost per CY of 8 thick concrete, 3 CY job
Per Unit: CY \$215.60 \$545.10 \$0.00 \$760.70
3 CY \$646.80 \$1,635.30 \$0.00 \$2,282.10 \$2,282.10

Void Forms
120 SF \$10.00 \$2.00 \$0.00 \$12.00 \$1,440.00

Backfill Wall
5 CY \$0.00 \$100.00 \$0.00 \$100.00 \$500.00

Patch Floor
100 SF \$10.00 \$5.00 \$0.00 \$15.00 \$1,500.00

New framing for Level 2 Add detail for bidding
Structural steel beams, purlins, and girts
Over 50 to 75 lbs per LF
Per Unit: Ton \$2,533.30 \$2,000.00 \$289.40 \$4,822.70
3 Ton \$14,468.10

Concrete on Metal Decking
120 SF \$8.00 \$8.00 \$0.00 \$16.00 \$1,920.00

New Framing for Level 3
Cut W12x16 and add beam
1 LS \$2,000.00 \$2,500.00 \$1,000.00 \$5,500.00 \$5,500.00

Contract: Galveston Cruise Terminal Improvements

File Name: 90% CD Estimate



Qty	Unit	Material	Labor	Equipment	Total Unit Cost	Total Cost	Notes
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Galveston Cruise Terminal Improvements
 90% CD Estimate
 May 31, 2016

Remove concrete floor at Level 3

Removal of steel reinforced concrete slab
 B slab thickness (30 SF per CY)

Per Unit:	SF	\$0.00	\$10.05	\$5.60	\$15.65		
117	SF	\$0.00	\$1,809.18	\$1,008.00	\$2,817.18	\$2,817.18	

Removal of concrete walls, B thick
 (30 SF per CY and 34 lbs. per SF)

Per Unit:	SF	\$0.00	\$4.92	\$1.64	\$6.56		
100	SF	\$0.00	\$492.20	\$162.99	\$655.19	\$655.19	

Concrete block wall assemblies

12 thick wall

Per Unit:	SF						
2040	SF	\$5.24	\$9.07	\$0.00	\$14.31	\$29,192.40	

Elevator Allowance, Kone traction, 3 stop, no machine room required

Per Unit:	Ea	\$0.00	\$0.00	\$0.00	\$85,000.00		
1	Ea	\$0.00	\$0.00	\$0.00	\$85,000.00	\$85,000.00	

Electrical Connection of Elevator

Per Unit:	MH	\$0.00	\$57.01	\$0.00	\$57.01		
80	MH	\$0.00	\$4,560.44	\$0.00	\$4,560.44	\$4,560.44	

Elevator Lobby Finishes

Per Unit:	SF	\$16.50	\$41.46	\$0.00	\$57.96		
150	SF	\$2,475.00	\$6,218.62	\$0.00	\$8,693.62	\$8,693.62	

New Storefront Walls

31	LF	\$350.00	\$50.00	\$0.00	\$400.00	\$12,400.00	
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Remove lobby glass door

1	LS	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00	
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Resurface concrete floors and ramp

283	SF	\$10.00	\$5.00	\$3.00	\$18.00	\$5,094.00	
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Quarry tile flooring

283	SF	\$12.00	\$7.00	\$0.00	\$19.00	\$5,377.00	
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**Subtotal: SHEARN MOODY GARAGE \$258,559.74

CRUISE TERMINAL ELEVATOR

Removal of steel reinforced concrete slab
 B slab thickness (30 SF per CY)

Per Unit:	SF	\$0.00	\$10.05	\$5.60	\$15.65		
180	SF	\$0.00	\$1,809.18	\$1,008.00	\$2,817.18	\$2,817.18	

Excavation

	CY	\$0.00	\$30.00	\$35.00	\$65.00		
30	CY	\$0.00	\$900.00	\$1,050.00	\$1,950.00	\$1,950.00	

Helical Piles

4	EA	\$4,500.00	\$4,000.00	\$4,000.00	\$12,500.00	\$50,000.00	No reliable pricing
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Footings and grade beams

Grade Beam 1' x 2'

50	LF	\$10.00	\$10.00	\$2.00	\$22.00	\$1,100.00	
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Formwork

Per Unit:	SF	\$22.00	\$4.15	\$0.00	\$26.15		
360	SF	\$7,920.00	\$1,494.54	\$0.00	\$9,414.54	\$9,414.54	

Pit wall

12 W x 48 D (0.467 CY per LF)

Per Unit:	LF	\$76.00	\$39.26	\$11.86	\$127.12		
42	LF	\$2,431.97	\$1,256.35	\$499.66	\$4,067.98	\$4,067.98	

Construction Estimate Without Labor

All Items 90% CD Estimate

May 31, 2016



Galveston Cruise Terminal Improvements
90% CD Estimate
May 31, 2016

Qty	Unit	Material	Labor	Equipment	Total Unit Cost	Total Cost	Notes
Pit floor							
Cost per CY of 8" thick concrete, .3 CY/job							
Per Unit:	CY	\$215.60	\$545.10	\$0.00	\$760.70		
	3 CY	\$646.80	\$1,635.30	\$0.00	\$2,282.10	\$2,282.10	
Void Forms							
	120 SF	\$10.00	\$2.00	\$0.00	\$12.00	\$1,440.00	
Backfill Wall							
	5 CY	\$0.00	\$150.00	\$0.00	\$150.00	\$750.00	
Patch floor							
	100 SF	\$10.00	\$5.00	\$0.00	\$15.00	\$1,500.00	
Special temporary partitions							
	200 LF	\$30.00	\$10.00	\$0.00	\$40.00	\$8,000.00	
Remove second floor slab							
Per Unit:	SF	\$11.00	\$25.13	\$11.20	\$47.33		
	80 SF	\$880.00	\$2,010.20	\$896.00	\$3,786.20	\$3,786.20	
Remove existing ramps							
	1600 SF	\$0.00	\$5.00	\$2.00	\$7.00	\$11,200.00	
Fiber reinforced carbon panel							
Per Unit:	SF						
	420 SF	\$55.00	\$82.91	\$0.00	\$137.91	\$57,922.20	
Structural steel 5x5x1/4" x 17' x 8'							
From 20 to 50 lbs per LF							
Per Unit:	Ton	\$2,533.30	\$770.50	\$300.25	\$3,612.05		
	1.5 Ton	\$6,333.25	\$1,926.25	\$770.62	\$9,030.12	\$9,030.12	
6 steel exterior wall framing, 12 OC, 1-5/8" flange							
600S162-97 (12 gauge, 4.11 lbs./sf)							
Per Unit:	SF	\$3.19	\$1.85	\$0.00	\$5.04		
	3026 SF	\$4,020.51	\$2,332.89	\$0.00	\$6,353.40	\$6,353.40	
New wooden ramp							
	500 SF	\$12.00	\$8.00	\$0.00	\$20.00	\$10,000.00	
Handrail							
	30 LF	\$120.00	\$5.00	\$0.00	\$125.00	\$3,750.00	
Gypsum wallboard clipped to metal furring							
5/8" on wall furring							
Per Unit:	SF	\$0.39	\$0.59	\$0.00	\$0.97		
	3026 SF	\$977.97	\$1,477.98	\$0.00	\$2,455.95	\$2,455.95	
Store front windows							
2 x 4-1/2 sections							
Per Unit:	SF	\$0.00	\$0.00	\$0.00	\$30.99		
	252 SF	\$0.00	\$0.00	\$0.00	\$7,809.88	\$7,809.88	
Elevator Allowance, Kone traction, 2 stop, no machine room required, 4500# freight configuration							
Per Unit:	Ea	\$0.00	\$0.00	\$0.00	\$85,000.00		
	1 Ea	\$0.00	\$0.00	\$0.00	\$85,000.00	\$85,000.00	
Electrical Connection of Elevator							
Per Unit:	MH	\$0.00	\$57.01	\$0.00	\$57.01		
	80 MH	\$0.00	\$4,560.44	\$0.00	\$4,560.44	\$4,560.44	
Recondition light fixtures							
Per Unit:	Ea	\$1,320.00	\$364.55	\$0.00	\$1,684.55		
	2 Ea	\$2,640.00	\$729.10	\$0.00	\$3,369.10	\$3,369.10	
Relocate pendant light fixture							

Construction Estimate With Unit Costs						AECOM	
File Name: 2016 CD Cost Estimate						Total	Total
Qty	Unit	Material	Labor	Equipment	Unit Cost	Cost	Notes
Galveston Cruise Terminal Improvements							
90% CD Estimate							
May 31, 2016							
Per Unit:	Ea	\$550.00	\$364.55	\$0.00	\$914.55		
	1 Ea	\$550.00	\$364.55	\$0.00	\$914.55	\$914.55	
120/240 volt AC plug-in circuit breakers with 10,000 amp interrupt capacity							
Per Unit:	Ea	\$198.00	\$9.12	\$0.00	\$207.12		
	4 Ea	\$792.00	\$36.48	\$0.00	\$828.48	\$828.48	
NEMA 3R heavy duty non-fused 240 volt safety switches							
Per Unit:	Ea	\$745.80	\$45.57	\$0.00	\$791.37		
	4 Ea	\$2,983.20	\$182.30	\$0.00	\$3,165.50	\$3,165.50	
Elevator Lobby Finishes							
Per Unit:	SF	\$16.50	\$41.46	\$0.00	\$57.96		Gyp ceiling, tile flooring, special painting
	1580 SF	\$26,070.00	\$65,502.85	\$0.00	\$91,572.85	\$91,572.85	
**Subtotal: CRUISE TERMINAL ELEVATOR						\$385,040.47	
STRUCTURAL REPAIRS							
Garage column repairs							
Removal of steel reinforced concrete slab							
8 slab thickness (30 SF per CY)							
Per Unit:	SF	\$0.00	\$4.92	\$1.19	\$6.11		
	72 SF	\$0.00	\$354.38	\$85.42	\$439.81	\$439.81	
Temporary Structural shoring							
Per Unit:	Ea	\$0.00	\$2,312.65	\$5,600.00	\$7,912.65		
	2 Ea	\$0.00	\$4,625.30	\$11,200.00	\$15,825.30	\$15,825.30	
Repair Welding							
Per Unit:	Ea	\$5,500.00	\$1,155.75	\$0.00	\$6,655.75		
	2 Ea	\$11,000.00	\$2,311.50	\$0.00	\$13,311.50	\$13,311.50	
Replace slab							
Per Unit:	SF	\$11.00	\$10.36	\$0.00	\$21.36		
	72 SF	\$792.00	\$746.03	\$0.00	\$1,538.03	\$1,538.03	
Bridge support repairs							
Install temporary supports							
Per Unit:	Ea	\$825.00	\$331.66	\$1,120.00	\$2,276.66		
	8 Ea	\$6,600.00	\$2,653.28	\$8,960.00	\$18,213.28	\$18,213.28	
Install new supports							
Per Unit:	Ea	\$550.00	\$663.32	\$1,120.00	\$2,333.32		
	4 Ea	\$2,200.00	\$2,653.28	\$4,480.00	\$9,333.28	\$9,333.28	
Remove Temporary supports							
Per Unit:	Ea	\$0.00	\$165.83	\$560.00	\$725.83		
	8 Ea	\$0.00	\$1,326.64	\$4,480.00	\$5,806.64	\$5,806.64	
**Subtotal: STRUCTURAL REPAIRS						\$64,467.84	
ONSITE INDIRECT COSTS							
Direct overhead							
Job supervision							
Per Unit:	Mo	\$0.00	\$11,500.00	\$0.00	\$11,500.00		
	5 Mo	\$0.00	\$57,500.00	\$0.00	\$57,500.00	\$57,500.00	
Truck and fuel for superintendent (\$450 per month)							
Per Unit:	MO	\$4.85	\$0.00	\$448.00	\$452.85		
	5 MO	\$24.26	\$0.00	\$2,240.00	\$2,264.26	\$2,264.26	
Temporary power, light and heat (\$250 per month)							
Per Unit:	MO	\$1,320.00	\$0.00	\$0.00	\$1,320.00		
	5 MO	\$6,600.00	\$0.00	\$0.00	\$6,600.00	\$6,600.00	
Cellular phone (\$50 per month)							
Per Unit:	MO	\$110.00	\$0.00	\$0.00	\$110.00		
	5 MO	\$550.00	\$0.00	\$0.00	\$550.00	\$550.00	
Job site toilets (\$100 per month)							
Per Unit:	Mo	\$132.00	\$0.00	\$0.00	\$132.00		
	10 Mo	\$1,320.00	\$0.00	\$0.00	\$1,320.00	\$1,320.00	
Job site office trailer 8' x 30' (\$150 per month)							
Per Unit:	M\$	\$1,210.00	\$0.00	\$0.00	\$1,210.00		
	5 M\$	\$6,050.00	\$0.00	\$0.00	\$6,050.00	\$6,050.00	
Storage bin and tool shed 8' x 24' (\$80 per month)							
Per Unit:	Mo	\$550.00	\$0.00	\$0.00	\$550.00		
	5 Mo	\$2,750.00	\$0.00	\$0.00	\$2,750.00	\$2,750.00	
Job site cleanup & debris removal (\$300 per month)							
Per Unit:	Mo	\$0.00	\$16,077.00	\$0.00	\$16,077.00		
	5 Mo	\$0.00	\$80,385.00	\$0.00	\$80,385.00	\$80,385.00	



Qty	Unit	Material	Labor	Equipment	Total Unit Cost	Total Cost	Notes
Galveston Cruise Terminal Improvements							
90% CO Estimate							
May 31, 2016							
Job signs & first aid equipment (\$50 per month)							
Per Unit:	Mo	\$550.00	\$0.00	\$0.00	\$550.00		
	5 Mo	\$2,750.00	\$0.00	\$0.00	\$2,750.00	\$2,750.00	
Small tools, supplies (\$200 per month)							
Per Unit:	Mo	\$1,320.00	\$0.00	\$0.00	\$1,320.00		
	5 Mo	\$6,600.00	\$0.00	\$0.00	\$6,600.00	\$6,600.00	
Temporary Partitions							
Per Unit:	SF	\$5.50	\$20.73	\$0.00	\$26.23		
	2000 SF	\$11,000.00	\$41,469.00	\$0.00	\$52,469.00	\$52,469.00	
Building Permit Galveston							
	1	\$35,000.00			\$35,000.00	\$35,000.00	

**Subtotal: ONSITE OVERHEAD \$254,238.26

TOTAL DIRECT COSTS \$962,306.31

CONTINGENCY 10% \$96,230.63
 SUBTOTAL \$1,058,536.94

INSURANCE 1% \$10,585.37
 BONDS 1% \$10,585.37

HOME OFFICE OVERHEAD AND PROFIT 8% \$86,376.61

TOTAL ESTIMATE \$1,166,084.29

CITY OF GALVESTON
 IDC ECONOMIC DEVELOPMENT SILO
 5 YR FORECAST
 1/2/2020



	FY 2020	FY 2021	FY 2022	FY 2023	FY 2023
Resources:					
AVAILABLE TO APPROP as of 9/30	2,704,821	1,654,411	1,542,750	1,487,444	1,490,635
PROJECTED REVENUE (1)	1,428,750	1,483,043	1,539,398	1,597,895	1,658,615
PROJECTED INTEREST EARNED	7,450	7,500	7,500	7,500	7,500
PROJECTED EXPENSE REIMBURSEMENT	-	-	-	-	-
TOTAL PROJECTED REVENUE	4,141,021	3,144,954	3,089,648	3,092,839	3,156,750
Projected Expenditures:					
ED Silo operating costs (2)	352,204	352,204	352,204	352,204	352,204
Project budgets approved, but not encumbered	327,701				
Current project encumbrances	556,705				
Business Incentive Grants (BIG) program (3)	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Pelican Island Bridge	-				
Infill Redevelopment Program ("Landbank") (4)	250,000	250,000	250,000	250,000	250,000
TOTAL PROJECTED COST	2,486,610	1,602,204	1,602,204	1,602,204	1,602,204
TOTAL AVAILABLE	1,654,411	1,542,750	1,487,444	1,490,635	1,554,546

(1) Projected Sales Tax is in accordance with the City's "Long Range Financial Forecast - FY 2020-24."

(2) As approved in the FY20 operating budget

(3) Must be tied to Primary Job creation, retention or meet another statutory requirement

(4) Authorized up to \$250,000 annually. May be adjusted downward

(5) These projects are related to Cruise Terminal improvements and a Port Master Plan.

IEDC Site Visit

The International Economic Development Council will be sending a volunteer on a site visit to the City of Galveston. During this site visit, the volunteer will meet with elected officials, members of city staff, citizens of Galveston, civic board members, and the non-profit community.

The focus of the site visit will be on the beautification and infill development of the North Broadway neighborhood. The IEDC volunteer also plans to review the current function of the Redevelopment Authority (RDA), and how the organization can be functionally re-tooled in order to assist in this process. The volunteer will also look into the working relationship between the RDA, City of Galveston, and the newly formed CDC. This process will also spur exploration into potential funding opportunities, as well as a phased timeline and deliverables for each organization.

Below is the bio for the volunteer IEDC is providing, a timeline her visit, and a draft list of participants. Once the list of participants is approved, I will be able to make a draft timeline based on everyone's schedule.

Participant: Mary Clarke

Time in Galveston: January 20-22nd 2020

Draft list of participants:

- Council members
- City management
- City staff and department heads
 - Development Services (Planning)
 - City Marshal's Office – Code Enforcement
 - Parks
 - Capital Projects Team
 - Island Transit
 - Galveston Housing Authority
- External partners
 - GEDP
 - G.U.M
 - Vision Galveston
 - RDA
 - Housing Finance Corp
 - Property Finance Corp
 - IDC board
 - Chamber of Commerce
 - Galveston County Economic Development
 - Galveston Historical Foundation

Mary Clarke, MCIP, RPP Biography

Ms. Mary Clarke, MCIP, RPP has more than twenty years of experience in supporting downtown revitalization and commercial economic development for profit and non-profit organizations.

Throughout her career, Mary has worked as an Urban Planner in various capacities including supporting a large-scale Canadian retailer throughout the Greater Toronto Area. In this capacity, Mary identified land acquisition opportunities and key economic priorities that helped leverage commercial retail development proposals and synergies with other small and large-scale retailers.

Mary has provided technical assistance for more than 30 urban and rural communities. Most recently, Mary is working for the Ontario Government through the Ministry of Economic Development, Job Creation and Trade to provide support for small business and entrepreneurship as a tool of economic resiliency throughout several communities across the province.

Mary believes that cities and regions need strong downtowns and she is passionate about supporting their continued development. Essentially, Mary's philosophy is that downtowns are where people should work, live and play.

Mary has a degree in Urban and Regional Planning from Ryerson University, a Certificate of Local Economic Development from the University of Waterloo. She is also a Registered Professional Planner and a current member of Economic Development Council of Ontario.

In 2018, Mary volunteered as an IEDC volunteer and provided on the ground economic development support to Hendry County, post Hurricane Irma. The project entailed the creation of economic development and land use planning strategies that help to rebuild long-term disaster recovery efforts. Mary was able to quickly identify and deliver short and long-term tactical recommendations to assist the County with setting priorities of a hurricane damaged public safety complex in LaBelle, Florida.

Mary lives in Toronto, Canada with her husband Paul and two boys Benjamin and Elliott.



INTERNATIONAL
ECONOMIC DEVELOPMENT
COUNCIL

MEMORANDUM OF UNDERSTANDING

Between
The International Economic Development Council
Point of contact:
Todd Lang
Senior Economic Development Associate

And
City of Galveston
Point of contact:
Brian Maxwell
City Manager
823 Rosenberg Street,
Galveston, Texas 77550
for

Participation in IEDC's Volunteer Program for Economic Recovery

This memorandum of understanding is entered into by and between the International Economic Development Council (hereinafter referred to as "IEDC"), with offices located at 734 15th Street, NW, Suite 900, Washington, D.C., 20005, and the City of Galveston, 823 Rosenberg Street, Galveston, Texas 77550 for the purpose of hosting a volunteer to assist the City of Galveston with economic recovery.

- 1) IEDC agrees to plan, organize, and facilitate the deployment of a qualified volunteer by performing the following services:
 - Match the community's needs to potential volunteer(s)
 - Set up briefing call(s) between the volunteer and community
 - Arrange and reimburse the volunteer for food, lodging and travel costs
- 2) City of Galveston agrees to provide the following support to the project:
 - Participate in briefing and coordination call(s) with the volunteer and IEDC
 - Provide space for the volunteer to work
 - Provide a scope of work, direction and any necessary supervision of the volunteer's work while on site
 - Complete an evaluation form following the volunteer's site visit

The volunteer will be on site for the project during one week in **Fall of 2019 or Winter of 2020** during which time (s)he will assist the City of Galveston with the **revitalization of downtown Galveston**.

The individual points of contact for exchange of information described herein are listed below:
IEDC: Todd Lang, Senior Economic Development Associate, tlang@iedconline.org, **202-942-9488**

City of Galveston: Brian Maxwell, City Manager, 823 Rosenberg Street, Galveston, Texas 77550

This memorandum of understanding shall commence on the date entered into and shall expire when the project is completed. Neither party may assign the agreement to other entities either in part or in whole unless written consent is given by both parties and the agreement is formally amended.

Both parties shall cooperate with the other and all other parties in carrying out the work encompassed in this agreement. Both parties shall execute and deliver to the other party necessary and relevant documents needed to ensure adequate briefing of the volunteer.

City of Galveston understands that the volunteer and IEDC are providing this assistance at no cost to the community and this is an expression of goodwill assistance offered. City of Galveston will not hold IEDC liable for the outcome of any activity performed on site, should there be any dispute of any kind.

Brian Maxwell
City Manager
City of Galveston
823 Rosenberg Street, Galveston, Texas 77550

Date

Juanita Clogston, PhD
Vice President of KMD
International Economic Development Council
734 15th Street, NW, Suite 900
Washington, DC 20005

Date

Adopted IDC Budget FY 2020

			3190 918100	3191 918400	3192 918500	3193 918600	
	Total FY 19	Total FY 20	Beach	ED	Parks	Infra.	
Operating Costs:							
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	
Coastal Resource Manager/Floodplain Admin.	75,672	75,672	75,672				
Asst. Coastal Resource Manager	65,000	59,399	59,399				
GIS Analyst/Specialist	73,328	73,328	18,332	18,332	18,332	18,332	
Economic Dev. Coordinator	80,000	75,327		75,327			
In-House Legislative Liason	0	88,680	22,170	22,170	22,170	22,170	
Lasker Pool	400,000	300,000			300,000		
Concrete Work Crew (Phases I & II)	369,000	369,000					369,000
Parks Work Crew (Phase III)	260,000	260,000			160,000	100,000	
Total Operating Costs:	1,523,000	1,501,406	225,573	165,829	550,502	559,502	1,501,406
Contractual Services:							
<i>Consultant Services (531004)</i>							
Legislative and Technical Services*	100,000	20,000	5,000	5,000	5,000	5,000	
Beach Access Plan Consultant*	50,000	50,000	50,000				
Windstorm Consultant *	15,000	0					
<i>Other Contracts (531125)</i>							
Beach Profiles/Survey Contract *	165,000	103,149	103,149				
Park Board Reimbursement for Surveys		-55,230	-55,230				
Post-Storm Survey *	165,000	103,149	103,149				
GEDP *	50,000	50,000		50,000			
Attorney's Fees (531006)	20,000	20,000	5,000	5,000	5,000	5,000	
Total Contractual Services:	565,000	291,068	211,068	60,000	10,000	10,000	291,068
Promotional Expenses: (Capped at 10% of Total 4B Revenue approx. \$500,000)							
<i>Marketing (530014)</i>							
GEDP Developer Conference *	10,000	10,000		10,000			
Target Marketing Initiatives *	75,000	75,000		75,000			
Advertising (Legal Notices)	2,000	2,000	500	500	500	500	
Total Promotional Expenses:	87,000	87,000	500	85,500	500	500	87,000
Misc. Expenses:							
Meeting Expenditures (544032)	1,000	1,000	250	250	250	250	
Economic Dev. Operating Expenses (1)	25,000	25,000	0	25,000	0	0	
Election Expenses	0	60,000	15,000	15,000	15,000	15,000	
Investment Expenses	0	2,000	500	500	500	500	
Banking Service Fees	0	500	125	125	125	125	
Total Misc. Expenses:	26,000	88,500	15,875	40,875	15,875	15,875	
Total Fiscal Year IDC Budget	2,201,000	1,967,974	453,016	352,204	576,877	585,877	1,967,974

(1) Economic Dev. Operating Expenses to include: Expenses for conferences, prospect development meetings, and memberships.

* Requires Board approval before expenditure

CITY OF GALVESTON
 IDC INFRASTRUCTURE SILO
 5 YR FORECAST
 1/2/2020



	FY 2020 Forecast	FY 2021 Forecast	FY 2022 Forecast	FY 2023 Forecast	FY 2024 Forecast
1					
2					
3	AVAILABLE TO APPROP as of 9/30	4,054,524	1,749,051	2,381,642	3,355,567
4	PROJECTED REVENUE (1)	1,428,750	1,480,185	1,533,472	1,588,677
5	Concrete Crew - Customer Payments	40,000	40,000	40,000	40,000
6	PROJECTED INTEREST EARNED	11,654	10,000	10,000	10,000
7	TOTAL PROJECTED REVENUE	5,534,928	3,279,236	3,965,113	4,994,243
8	Operating Expenses	585,877	597,595	609,546	621,737
9	27TH STREET (Phase 2- Seawall to Ave. O)				
	27th Street (Phase 3 - Broadway to Market)	500,000			
10	Downtown Streetscape Improvements	2,700,000			
11	Drainage System Improvements		300,000		2,500,000
12	TOTAL PROJECTED COST	3,785,877	897,595	609,546	3,121,737
13	TOTAL AVAILABLE	1,749,051	2,381,642	3,355,567	1,872,506
					2,934,203

(1) Based on City's Long Range Forecast (2020-24)

CITY OF GALVESTON
IDC BEACH SILO
5 YR FORECAST
1/2/2019



	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
1						
2						
3						
4						
	AVAILABLE TO APPROP as of 9/30	3,509,164	2,322,394	3,101,827	2,098,821	1,358,558
	PROJECTED REVENUE (7)	1,339,052	1,383,187	1,435,748	1,490,307	1,605,722
	PROJECTED INTEREST EARNED	65,918	16,000	16,000	16,000	16,000
	TOTAL PROJECTED REVENUE	4,914,134	3,721,581	4,553,575	3,605,128	2,980,280
5	Operating Expenses	441,740	454,754	454,754	454,754	454,754
6	Sec 406 Mitigation Match - Dellanera Park (1)			400,000		
8	Back Passing Nourishment Practices (2)	75,000				
9	Babe's Beach Renourishment (3)	2,000,000		2,000,000		2,000,000
10	Seawall Urban Park Renourish (4)			500,000		
12	Engineering/Design Structural Solutions (5)	75,000				
13	Beach Pocket Park Rehab (6)			2,000,000		
14	Post Storm Beach Survey		165,000			
15						
16	TOTAL PROJECTED COST	2,591,740	619,754	2,454,754	3,354,754	2,454,754
17	TOTAL AVAILABLE	2,322,394	3,101,827	2,098,821	1,358,558	525,526

Footnotes:

- (1) 2017 Total Project cost is anticipated to be \$4 Million
- (2) Anticipates a match from the PB of \$75,000 and a GLO CEPR Grant of \$150,000 for a total of \$300,000
- (3) All three Projects total \$24 Million and assume \$18 Million of CEPR and/or RESTORE Act Funding
- (4) Total project is \$2,500,000
- (5) Anticipates a match from the PB of \$75,000 and a USACE Grant of \$150,000 for a total of \$300,000
- (6) Relating to the transfer of management of the Beach Pocket Parks to the City from the County.

- (7) Projected Sales Tax Revenue increase is 3.8% per year, in accordance with the City's "Long Range Financial Forecast - FY 2018-22."

**CITY OF GALVESTON
IDC PARKS SILO
5 YR FORECAST
7/1/2019**



	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2023
1						
2						
3	EST. AVAILABLE TO APPROP as of 9/30	571,816	53,574	751,469	2,479	808,658
4	PROJECTED REVENUE (1)	1,397,840	1,450,958	1,506,095	1,563,326	1,622,733
5	PROJECTED INTEREST EARNED	18,000	8,000	8,000	8,000	8,000
6	TOTAL PROJECTED REVENUE	1,987,656	1,512,533	2,265,564	1,573,805	2,439,391
7	OPERATING EXPENSE	99,082	101,064	103,085	105,147	105,147
8	POOL MAINTENANCE	400,000	400,000	400,000	400,000	400,000
9	Little League Complex Maintenance	150,000				
10	IDC Projects Parks Work Crew	110,000	260,000	260,000	260,000	260,000
11	JONES PARK (2)	25,000				
12	PHASE 1 - SAND HILL CRANE	250,000		1,500,000		
13	PHASE 2 - SAND HILL CRANE					1,650,000
	McGuire Dent Recreation Center (3)					
	Parks Package #3	900,000				
14	TOTAL PROJECTED COST	1,934,082	761,064	2,263,085	765,147	2,415,147
15	TOTAL AVAILABLE	53,574	751,469	2,479	808,658	24,245
						949,392

(1) Projected Sales Tax Revenue increase is in accordance with the City's "Long Range Financial Forecast - FY 2019-23."
(2) This will be used as a match for public-private grant program in the total amount of \$75,000, if additional funds are raised.
(3) funded in prior fiscal year

IDC - Meeting
Schedule of Funds Available to Appropriate (for Budget)
as of December 31, 2019
Month 3 of Fiscal Year 2020



	RESOURCES AND USES	BEACH RENOURISHMENT	ECONOMIC DEVELOPMENT	PARKS	INFRA-STRUCTURE	TOTAL
2015	Ending, Available Balance as of 9/30/2015	2,420,249	4,583,444	5,093,761	4,552,694	16,650,147
2016	Ending, Available Balance as of 9/30/2016	3,404,768	4,389,479	4,069,936	4,577,755	16,294,626
2017	Ending, Available Balance as of 9/30/2017	3,829,405	5,438,106	4,661,955	4,389,754	18,171,908
2018	Ending, Available Balance as of 9/30/2018	4,813,580	4,713,603	3,071,853	3,631,020	16,082,744
2019	Ending, Available Balance as of 9/30/2019	3,761,779	2,704,821	1,360,083	4,054,523	11,881,206
	TOTAL CASH (3)	3,761,779	2,704,821	1,360,083	4,054,523	11,881,206
RESOURCES						
2020	4B Sales Tax Revenue (1)(2)	-	-	-	-	-
2020	Interest Earned	10,686	7,450	4,197	11,654	33,987
2020	Anticipated 4B Sales Tax Revenue	1,428,750	1,428,750	1,428,750	1,428,750	5,715,000
USES						
2020	Budgeted - Project Approved but not expended - previous yrs	(150,000)	(327,701)	(1,106,556)	(2,059,545)	(3,643,802)
	Current Encumbrances	-	(556,705)	(11,874)	(1,371,395)	(1,939,974)
2020	Budgeted - Operating Expenditures (4)	(453,016)	(352,204)	(576,877)	(585,877)	(1,967,974)
2020	Budgeted - Projects Approved - current year	-	-	-	(500,000)	(500,000)
	TOTAL USES	(603,016)	(1,236,610)	(1,695,307)	(4,516,817)	(8,051,750)
	Total - Funds Available to Appropriate	\$ 4,587,513	\$ 2,896,961	\$ 1,093,526	\$ 966,456	\$ 3,829,456

(1) The City receives the cash for 4B Sales Tax 60 days in arrears. For example, cash collected in the month of Oct 2018 is for the time period of Aug 2018.

(2) Current year projected 4B Sales Tax Revenue is \$5.53M. Projection per silo = \$1,383,187.5

The economic development sales, equal to 1/2 percent of sales and originally authorized by the voters in 1994, was reauthorized for 20 years on November 2008 by the voters. This reauthorization included a legally binding requirement that tax proceeds be spent in equal portions on beach remediation (including beach renourishment), parks and park facilities, drainage, street and sewer improvements, and economic development. The reauthorized tax with the required apportionments into the four "silos" took effect on April 1, 2009 at the cash register, and the City of Galveston began receiving these receipts in June 2014.

(3) Current year activity includes including anticipated sales tax revenue.



Galveston Industrial Development Corp.
 FY 2020 – Jan 2020 Board Meeting
 as of Dec. 1, 2020

Project	Approved Amount	YTD FY18	YTD FY19	YTD FY20	Amount Expended Inception To Date	Encumbrances as of August 31, 2019	Project Budget / Not Under Contract (yet)	IDC Approval	Council Approval	Status
Beaches										
Dellanera	150,000	-	-	-	-	-	150,000	12/6/2016	2/26/2017	Developing FEMA Mitigation project
Back Passing Nourishment	75,000	-	75,000	-	75,000	-	-	1/3/2018	3/22/2018	Council Approved
Babe's Beach Renourishment	2,000,000	-	2,000,000	-	2,000,000	-	-	1/3/2018	3/22/2018	Project Underway
Structural Solutions	75,000	-	75,000	-	75,000	-	-	1/3/2018	3/22/2018	USACE project pending
Economic Development (3)										
45th Street Corridor - design	1,100,000	715,000	143,000	-	1,023,000	77,000	-	3/9/2017	4/27/2017	Construction Underway
West Market 25th - 33rd - (1) (2)	1,650,000	150,855	1,137,506	54,518	1,342,879	150,297	156,824	3/9/2017	4/27/2017	Construction Underway
Harborside Drive - Construction	2,300,000	-	1,511,441	191,371	1,945,490	329,408	25,102	2/9/2018	2/22/2018	Construction Underway
Airport Runway Project	50,000	-	-	50,000	50,000	-	-	3/5/2019	4/15/2019	Grant application
Port Master Plan	150,000	-	150,000	-	150,000	-	-	4/5/2018	7/26/2018	Underway
Infill Redevelopment Project (GEDP)	250,000	-	-	-	-	-	250,000	7/7/2015	8/13/2015	Planning Phase
Parks										
53rd and Ave. S Little League Ball Park	5,125,000	1,900,026	1,972,913	-	4,874,864	-	250,136	1/5/2015	2/26/2015	Substantially Complete
IDC Parks Crew	602,147	97,406	244,740	-	342,147	-	260,000	3/6/2018	3/22/2018	Program Underway
Park Package #3	900,000	-	35,939	-	35,939	11,874	852,187	3/5/2019	4/15/2019	Underway
Infrastructure										
Harborside Drive (Design)	350,000	96,572	8,013	-	341,414	8,406	179	1/3/2018	2/22/2018	Project Closeout
27th Street Corridor Project Phase II	2,600,000	-	82,295	2,564	84,859	1,272,764	1,242,377	7/10/2018	9/10/2018	Late Spring Completion
27th Street Phase 3	500,000	-	-	-	-	-	500,000	8/6/2019	10/17/2019	90% Design
25th Street Project	50,000	-	-	-	-	-	-	4/2/2019	7/25/2019	Pre-construction
Sidewalk and Curb Crew	1,767,368	249,193	206,875	-	1,398,368	50,000	369,000	7/7/2015	8/13/2015	233 jobs completed

Notes:
 (1) West Market Street design budget was authorized to \$150,000
 (2) West Market Street construction budget was authorized at \$1.5M
 (3) Pending projects: 27th Street Phase 2 - \$2.6 M

IDC Calendar for FY 2020

October 1 thru September 30

10/01/19	No Regular Meeting Anticipated
11/05/19	No Regular Meeting Anticipated
12/03/19	No Regular Meeting Anticipated
01/07/20	IDC Board Meeting @ 9:00 AM <ul style="list-style-type: none">• Review Economic Development Silo and 5 year funding plan• Review Airport Operations• Review Port Operations• GEDP Report
02/04/20	IDC Board Meeting @ 9:00am in Room 204 <ul style="list-style-type: none">• Review Parks Silo and 5 year funding plan• Review Community Pool Operational Expenses• Sales tax report due 1/31 to Comptroller of Public Accounts- Finance Department• Audit prior Fiscal Year Contacts and Resolutions for signature (Staff)
03/03/20	IDC Board Meeting @ 9:00am in Room 204 <ul style="list-style-type: none">• Review of the Beach Renourishment Silo and 5 year funding plan• Review the Sand Management Plan• Consider Contract relating to Beach Surveys
04/07/20	IDC Board Meeting @ 9:00am in Room 204 <ul style="list-style-type: none">• Review Infrastructure Silo and 5 year funding plan• Review Sidewalk and Curb Crew Progress• Review IDC Capital Improvement Program and Forecasts

05/05/20	No Regular Meeting Anticipated
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06/02/20	No Regular Meeting Anticipated <ul style="list-style-type: none">• In even-numbered years, Council to appoint the board positions 1-4 and confirm positions 5-7 for terms to expire in two years
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07/07/20 **Annual IDC Board Meeting @ 9:00am in Room 204** *Pushed back one week due to Holiday

- Elect Officers – 1 year term (July- June)
- Initial budget workshop
- In even numbered years, Orientation for Board Members: State law, Articles of Inc, By laws, City Contract, and Board Policies.
- Update Officers with the Secretary of State, if necessary.
- Legislative Update and report – odd # year

08/04/20 **IDC Board Meeting @ 9:00am in Room 204 (If necessary)**

- Consider FY budget and forward to City Council for approval

09/15/20 **IDC Board Meeting @ 9:00am in Room 204** *Pushed back one week due to Holiday

- Consider contract for legal services
- Consider next fiscal year's meeting calendar