NOTICE OF MEETING
INDUSTRIAL DEVELOPMENT CORPORATION
JUNE 9, 2020 - 9:00 A.M.
823 ROSENBERG
GALVESTON, TEXAS

Notice is hereby given in accordance with Order of the Governor issued March 16, 2020, the City Council of the City of Galveston will conduct its Special Meeting by telephone/video conference in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of the Corona Virus/COVID-19. There will be no public access to the location described above.

AGENDA

I. Declaration Of A Quorum

II. Roll Call

III. Conflict Of Interest Declaration

IV. Consider Approval Of The March 3, 2020 Meeting Minutes.

Documents:

IV.PDF

V. Public Comment On Agenda Items

Members of the public may submit a public comment using the web link below. All comments submitted prior to the meeting will be provided to the IDC Board.

http://digitalforms.galvestontx.gov/Forms/PublicComment

VI. Public Hearings

A. Pelican Island Bridge

a. Public hearing and potential changes to an Economic Development Agreement between the Industrial Development Corporation and the City of Galveston to fund a match for the replacement of the Pelican Island Bridge.

Documents:

VI-A.PDF

VII. Project Requests

Documents:

VII.PDF

A. Babe's Beach BUDM

a. Discuss and consider a Resolution of the Board of Directors of the Industrial Development Corporation and the Galveston Park Board of Trustees, approving as a project of the corporation the Beneficial Use of Dredged Material (BUDM) for beach nourishment on Babe's Beach in years 2021 and 2023.

b. Discuss and consider an Economic Development Agreement between the Industrial Development Corporation and the Galveston Park Board of Trustees to fund a local portion for the Beneficial Use of Dredged Material (BUDM) for beach nourishment on Babe's Beach in years 2021 and 2023.

Documents:

VII-A.PDF

B. Stewart Beach Seaweed Berms - Babe's Beach Vegetation Mitigation

a. Discuss and consider a Resolution of the Board of Directors of the Industrial Development Corporation and the Galveston Park Board of Trustees, approving as a project of the corporation to fund a project that relocates seaweed stockpiles at Stewart Beach and the planting of vegetation at Babe's Beach.

b. Discuss and consider an Economic Development Agreement between the Industrial Development Corporation, and the Galveston Park Board of Trustees to fund a project that relocates seaweed stockpiles at Stewart Beach and the planting of vegetation at Babe's Beach.

Documents:

VII-B.PDF

C. Stewart Beach Park On-Beach Parking Elevation Erosion Protection

a. Discuss and consider a Resolution of the Board of Directors of the Industrial Development Corporation and the Galveston Park Board of Trustees, approving as a project of the corporation the funding to elevate beach parking contours to better control and facilitate the rate and flow of run-off at Stewart Beach.

b. Discuss and consider an Economic Development Agreement between the Industrial Development Corporation, and the Galveston Park Board of Trustees to fund a project to elevate beach parking contours to better control and facilitate the rate and flow of run-off at Stewart Beach.

Documents:

VII-C.PDF

D. Design Of End Of Seawall Offshore Breakwater

a. Discuss and consider a Resolution of the Board of Directors of the Industrial Development Corporation and the Galveston Park Board of Trustees, approving as a project of the corporation the funding of the design and specification documents that would support the construction of an offshore breakwater that would help modify and better control the movement of sediment in the Dellanera Beach area.

b. Discuss and consider an Economic Development Agreement between the

Industrial Development Corporation, and the Galveston Park Board of Trustees to fund a project that develops the design and specification documents that would support the construction of an offshore breakwater that would help modify and better control the movement of sediment in the Dellanera Beach area.

Documents:

VII-D.PDF

E. Babe's Beach Hurricane Harvey FEMA Repairs

a. Discuss and consider a Resolution of the Board of Directors of the Industrial Development Corporation and the Galveston Park Board of Trustees, approving as a project of the corporation to fund a portion local match for the FEMA public assistance project at Babe's Beach to repair damages from Hurricane Harvey.

b. Discuss and consider an Economic Development Agreement between the Industrial Development Corporation, and the Galveston Park Board of Trustees to fund a portion local match for the FEMA public assistance project at Babe's Beach to repair damages from Hurricane Harvey.

Documents:

VII-E.PDF

F. West Island To 8-Mile Road Engineering And Design Project

a. Discuss and consider a Resolution of the Board of Directors of the Industrial Development Corporation and the Galveston Park Board of Trustees, approving as a project of the corporation the funding for the engineering and design for a large scale beach nourishment project in the 8-Mile Road Area.

b. Discuss and consider an Economic Development Agreement between the Industrial Development Corporation, and the Galveston Park Board of Trustees to fund the engineering and design for beach nourishment project in the 8-Mile Road Area.

Documents:

VII-F.PDF

VIII. Administrative Matters

A. Review Beach Silo And 5 Year Funding Plan.

Documents:

VIII-A.PDF

B. Discuss Proposed Amendments To IDC Articles Of Incorporation And By-Laws.

Documents:

VIII-B.PDF

C. Receive And Consider A Contract With The Houston Business Journal For Economic Development Marketing.

Documents:

VIII-C.PDF

D. Receive A Presentation Regarding GEDP And A Possible Tech Incubator.

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

Documents:

VIII-E.PDF

F. Discuss And Receive An Update On Current Or Completed IDC Projects.

G. Consider The FY20 Calendar.

Documents:

VIII-G.PDF

IX. Schedule Future Meetings

X. Request Agenda Items For Future Meetings

XI. Adjournment

I certify that the above Notice of Meeting was posted in a place convenient to the public in compliance with Chapter 551 of the Texas Government Code on June 4, 2020 at 12:20 P.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 March 3, 2020

I. Declaration of Quorum

Board Member Brown declared a quorum and called the meeting to order at 9:05 a.m.

II. Roll Call

Board Member Yarbrough, Chair (Mayor) – Present
Board Member Brown, Vice-Chair (City Council) – Present
Board Member Hardcastle (City Council) – Present
Board Member Listowski (City Council) – Present
Board Member Priest (Park Board of Trustees) – Present
Board Member Rider (Galveston Economic Development Partnership) – Present
Board Member Tarlton-Shannon (Chamber of Commerce) - Present

III. Conflict of Interest Declaration

There were no conflicts of interest at this time.

IV. Consider Approval of the February 2020 Meeting Minutes

Board Member Priest made a motion to approve the February 2020 minutes with the following changes:

1. The title and position of each board member shall be indicated on the minutes.

Board Member Rider seconded, and the motion passed unanimously.

V. Public Comment on Agenda Items

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

VII. Administrative Matters

Board Member Brown postponed Item VI until Board Member Yarbrough's arrival.

a. Review Infrastructure Silo and 5-year funding plan.

Assistant City Manager Brandon Cook discussed with the board the Infrastructure Silo and 5-year funding plan.

Board Member Yarbrough arrived at 9:27 a.m.

b. Discuss proposed amendments to IDC articles of incorporation and by-laws.

VI. Projects

a. Discuss and consider a Resolution of the Board of Directors of the Industrial Development Corporation and the City of Galveston, approving as a project of the corporation to fund a match for the replacement of the Pelican Island Bridge.
b. Discuss and consider an Economic Development Agreement between the Industrial Development Corporation, and the City of Galveston to fund a match for the replacement of the Pelican Island Bridge.

Board Member Yarbrough discussed with the board the $5 million contribution to fund the replacement of the Pelican Island Bridge. Assistant City Manager Brandon Cook recommended using funds from the Infrastructure and Economic Development Silos, noting that alternative funding sources could include loans or bonds. Board Member Hardcastle made a motion to approve a Resolution of the Board of Directors of the Industrial Development Corporation of the City of Galveston and an Economic Development Agreement between the Industrial Development Corporation and the City of Galveston, approving as a project of the corporation to fund a match for the replacement of the Pelican Island Bridge. Board Member Brown seconded the motion. The motion passed unanimously with the exception of Board Member Tarlton-Shannon who abstained in order to have an opportunity to poll the Chamber of Commerce and incorporate its input into her decision.

Board Member Brown left at 10:33 a.m.

VII. Administrative Matters

b. Discuss proposed amendments to IDC Articles of Incorporation and By-Laws

Board Member Tarlton-Shannon, Assistant City Manager Brandon Cook, and Board Member Yarbrough discussed with the board the proposed six-year term limits, which are tied to positions rather than people as previously discussed by City Council. Board Member Yarbrough discussed with the board the requirement that actions require four affirmative votes to pass. The board discussed other proposed amendments. GEDP President Jeff Sjostrom addressed the board regarding the history of the IDC Articles of Incorporation and By-Laws.

c. Receive an update on the Economic Development Plan.

Economic Development Coordinator Garrett McLeod updated the board on the status of the Economic Development Plan. Potential marketing materials include flyers, e-newsletters, and digital articles in business journals.

d. Discuss and provide an update on Sandhill Crane Soccer Complex.

Assistant City Manager Brandon Cook updated the board on the status of the Sandhill Crane Soccer Complex. The Tourism Task Force Subcommittee has provided a couple of volunteers to assist in developing an RFQ to select a consultant for the design of the complex. Executive Director of Parks, Recreation, and Community Outreach Barbara Sanderson suggested alternative financing sources including Dynamo Charities, the U.S. Soccer Federation, or a Texas Parks & Wildlife grant.

e. Discuss and receive an update from the treasurer on expenses, available funds, forecasts, and investments.

Assistant City Manager Brandon Cook updated the board on expenses, available funds, and forecasts.

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

g. Consider the FY20 calendar.

VIII. Schedule future meetings.

The next meeting of the Industrial Development Corporation will be on Tuesday, April 7, 2020.

IX. Request agenda items for future meetings.

Board Member Tarlton-Shannon would like to discuss changes to the flood reserve fund.

X. Adjournment.

Board Member Hardcastle called the meeting to adjournment at 11:19 a.m.

Karen White, Planning Technician
Planning & Development Division

Brandon Cook, Secretary
Industrial Development Corporation

RESOLUTION NO. 20-001
PELICAN ISLAND BRIDGE

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF GALVESTON APPROVING AS A PROJECT OF THE CORPORATION, EXPENDITURES REQUIRED OR SUITABLE FOR INFRASTRUCTURE NECESSARY TO PROMOTE OR DEVELOP NEW OR EXPANDED BUSINESS ENTERPRISES; EXPENDITURES REQUIRED OR SUITABLE FOR INFRASTRUCTURE NECESSARY TO PROMOTE OR DEVELOP NEW OR EXPANDED BUSINESS ENTERPRISES TO CREATE OR RETAIN PRIMARY JOBS AND EXENDITURES SUITABLE FOR THE DEVELOPMENT OF PORT RELATED FACILITIES TO SUPPORT WATERBORNE COMMERCE.

* * * * * * * *

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF GALVESTON:

Section 1. The Board of Directors of the Industrial Development Corporation of the City of Galveston ("IDC") hereby creates the "Pelican Island Bridge" project. The "Pelican Island Bridge" project is described in Exhibit A attached hereto and incorporated herein.

Section 2. The IDC finds that the expenditures for the "Pelican Island Bridge" project are required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises including, but not limited to the businesses, improvements, land and facilities listed in Section 501.103 of the Texas Local Government Code.

Section 3. The IDC finds that the expenditures necessary for the "Pelican Island Bridge" project are suitable or required to promote or develop new or expanded business enterprises that create or retain primary jobs as set forth in Section 505.152 of the Texas Local Government Code.

Section 4. The IDC finds that the expenditures necessary for the "Pelican Island Bridge" project are required or suitable for port related facilities to support waterborne commerce as set forth in Section 504.103 of the Texas Local Government Code.

Section 5. The IDC does hereby find that the estimated cost for the proposed "Pelican Island Bridge" project is **$5,000,000.00 plus legal and administrative costs** paid from the Industrial Development Corporation of the City of Galveston.

Section 6. A public hearing before the Industrial Development Corporation of the City of Galveston is hereby called regarding the proposed Project. Said public hearing shall be held at 9:00 o'clock a.m., on June 9, 2020, at City Hall 823 Rosenberg Room 204 Galveston, Texas.

Section 6. A notice of such public hearing to be published in a newspaper of general circulation within the City of Galveston, Texas, in the form attached hereto as Exhibit "B"

PASSED, APPROVED, AND RESOLVED on this __ day of _____ 2020.

_____
James D. Yarbrough, President
Board of Directors

ATTEST:

_____
Brandon Cook, Secretary
Board of Directors

EXHIBIT A
PELICAN ISLAND BRIDGE PROJECT DESCRIPTION

EXHIBIT B

INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF GALVESTON
NOTICE OF PROJECT AND NOTICE OF PUBLIC HEARING
PELICAN ISLAND BRIDGE

The Industrial Development Corporation of the City of Galveston hereby gives notice pursuant to Section 505.159 of the Texas Local Government Code that the IDC has adopted, as a project the following:

> The Pelican Island Bridge project. The estimated cost for the proposed Pelican Island Bridge project is **$5,000,000.00 plus legal and administrative costs** paid from the Industrial Development Corporation of the City of Galveston.

The Corporation hereby gives notice that it will conduct a public hearing to solicit citizen input on the proposed Project. The public hearing shall be held at 9:00 o'clock a.m., on June 9, 2020, at City Hall 823 Rosenberg Room 204 Galveston, Texas. Interested citizens are invited to attend and will be given an opportunity to be heard.

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

This Agreement is entered into this _____ day of _____, 2020, by and between the City of Galveston, Texas (the "CITY") and the Industrial Development Corporation of the City of Galveston, Texas (the "IDC"), a Texas nonprofit corporation established pursuant to the Development Corporation Act of 1979 and now codified in Chapters 501, 502, 504 and 505 of the Texas Local Government Code (hereafter referred to as the "Act").

WITNESSETH:

WHEREAS, pursuant to the Act, the IDC is authorized to provide funding relating to projects that the IDC finds to be encompassed within the definition of "Projects," as that word is defined by Chapters 501, 504 and 505 of the Act; and

WHEREAS, the CITY has applied for a grant from the IDC for the construction of the Pelican Island Bridge; and

WHEREAS, the IDC has determined that such a grant complies with the Act and is in keeping with the mission of IDC.

NOW, THEREFORE, for and in consideration of the recitals set forth above and the promises made herein, the CITY and the IDC agree as follows:

ARTICLE I.
IDC'S OBLIGATIONS

A. Subject to the terms and conditions set forth in Article II hereof, upon execution of this Agreement, the IDC will provide a grant to the CITY as follows: The IDC agrees to pay to the CITY a total of Five Million Dollars (**$5,000,000.00**) for the following activity to be performed within the City of Galveston, Texas: **The construction of the Pelican Island Bridge.**

The IDC will set aside funds in each annual budget for the construction of the Pelican Island Bridge until the IDC determines that sufficient funds are available to design and complete construction of the Pelican Island Bridge. The IDC will determine when sufficient funds are available to design and complete construction of the Pelican Island Bridge. The design and construction of the Pelican Island Bridge will not begin until the IDC has given written notice to the CITY that there are funds available to design and complete construction of the Pelican Island Bridge and has issued a start work order.

B. The IDC will request a full accounting of the funds expended on the "Pelican Island Bridge" project no later than sixty (60) days after completion of "Pelican Island Bridge" project. If, after completion of the "Pelican Island Bridge" project there are funds remaining and/or savings from "Pelican Island Bridge" project and received from IDC, CITY shall return such funds to the IDC to be returned to the budget line item from which the funds were taken.

ARTICLE II.
CITY'S OBLIGATIONS

A. Following the execution of this Agreement, the CITY shall begin efforts to implement the activities described in Article I of this Agreement. The design and construction of the Pelican Island Bridge project shall be completed within _____ months of the date the IDC has given written notice to the CITY that there are funds available to design and complete construction of the Pelican Island Bridge and has issued a start work order.

B. The CITY's failure to complete the construction of the Pelican Island Bridge project within _____ months of the date the IDC has given written notice to the CITY that there are funds available to design and complete construction of the Pelican Island Bridge and has issued a start work order will constitute a breach of the Agreement and result in immediate termination of this agreement with no opportunity to cure. The CITY understands and agrees that, in the event termination of this Agreement by CITY, or pursuant to Article V of this Agreement, the CITY shall reimburse the IDC the full amount of money paid by the IDC to the CITY.

C. In accordance with Chapter 2264 of the Texas Government Code, the CITY agrees not to knowingly employ any undocumented workers. During the term of this Agreement, the CITY shall notify the IDC of any complaint brought against CITY alleging that it has employed undocumented workers. If the CITY, or any branch, division or department of the CITY is convicted of a violation under 8 U.S.C. Section 1324a (f), the total amount of economic development grants it has received, together with interest at the rate of five percent (5%), shall be repaid by the CITY to the IDC not later than the one hundred twentieth (120th) day after the date the IDC becomes aware of and notifies the CITY of the violation. The CITY shall not be liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee, or by any person with whom the CITY contracts. The CITY shall reimburse the IDC the required amount within thirty (30) days of the termination of this Agreement.

D. The CITY shall keep and maintain complete and accurate records relating to its hiring and employment of persons, which is separate and identifiable from its other records, and shall make such records available for not less than three (3) years following

termination of this Agreement. The IDC and its representatives shall be entitled to inspect said records during the term of this Agreement and for three (3) years thereafter, upon reasonable notice to the CITY. The CITY's failure to comply with this provision will constitute a breach of the Agreement.

E. Upon completion of the "Pelican Island Bridge" project, but no later than sixty (60) days after, CITY will furnish the IDC with a full accounting of the funds expended on the "Pelican Island Bridge" project. If, after completion of the "Pelican Island Bridge" project there are funds remaining and/or savings from the "Pelican Island Bridge" project, CITY shall return such funds to the IDC within thirty (30) days of IDC's acceptance of the full accounting. At the conclusion of the "Pelican Island Bridge" project the CITY will provide the IDC with an accounting of all monies spent on the "Pelican Island Bridge" project. All monies not spent directly on the "Pelican Island Bridge" project shall be returned to IDC. CITY will make an accounting of all expenses expended pursuant to this Agreement.

F. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

ARTICLE III.
CITY'S REPRESENTATIONS AND WARRANTIES

A. The CITY represents and warrants, as of the date hereof, that:

1. The CITY is a local governmental entity of the State of Texas;

2. execution of this Agreement has been duly authorized by the CITY and this Agreement is not in contravention of the CITY's governing authority or any agreement or instrument to which the CITY is a party or by which it may be bound as of the date hereof;

3. no litigation or governmental proceeding is pending or, threatened against or affecting the CITY that may result in a material adverse change in the CITY's business, properties, or operations sufficient to jeopardize the CITY's legal existence; and

4. No written application, written statement, or correspondence submitted by the CITY to the IDC in connection with this Agreement, or in connection with any transaction contemplated hereby contains any untrue statement of a material fact or fails to state any material fact necessary to keep the statements contained therein from being misleading. The CITY agrees that, upon execution of this Agreement, its application shall be attached and incorporated for all purposes.

B. Except as expressly set forth in this Article III, the CITY makes no other representation or warranty of any kind in connection with or related to the provisions of this Agreement.

ARTICLE IV.
IDC'S REPRESENTATIONS AND WARRANTIES

A. The IDC represents and warrants, as of the date hereof, that:

1. The IDC, to the best of the knowledge of its Board of Directors, is legally authorized to enter into this Agreement by virtue of the statute under which it is governed and by the authorities and powers vested in it as a corporation duly and properly organized under the Act;

2. The execution of this Agreement has been duly authorized by the IDC;

3. No litigation or governmental proceeding is pending, or, to the knowledge of any of the IDC's officers, threatened against or affecting the IDC, that may result in the IDC's inability to meet its obligations under this Agreement; and

4. The IDC has no reasonable basis for believing that it has or will have incurred debts beyond its ability to pay as such debts mature, including, but not limited to, the obligations set forth in this Agreement.

B. Except as expressly set forth in this Article IV, the IDC makes no other representation or warranty of any kind in connection with or related to the provisions of this Agreement.

ARTICLE V.
REMEDIES

A. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement by any party hereto, **or any successor** to such party, such defaulting or breaching party shall, upon written notice from the other party, proceed immediately to cure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice. In the event that remedial action is not taken or not diligently pursued and the default or breach shall not be cured or remedied within a reasonable time (but in no event later than ninety (90) days from the date of notification of such breach), the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, seeking specific performance and/or injunctive relief.

B. Upon breach of this Agreement by either party and the failure to cure as permitted by this Article V, the non-breaching party shall have the sole right and discretion to either terminate this Agreement and/or pursue any and all remedies that may be provided by law and this Agreement. Each party acknowledges and agrees that the CITY is not entitled to recover any amounts in excess of the grant money contracted for under this Agreement and that the IDC, pursuant to a breach and failure to cure by the CITY in accordance with this Agreement, is entitled to recover attorney fees, collection costs, and any other costs due to its pursuit of repayment and remedies under this Agreement.

C. Any delay by any party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights will not, so long as the breach or default by another party is continuing, operate as a waiver of such rights or to deprive it of or limit such rights in any way; nor will any waiver in fact be made by any party with respect to any specific default by any other party except to the extent specifically waived in writing.

ARTICLE VI.
GENERAL PROVISIONS

A. Severability. The provisions of this Agreement are severable and, if for any reason, a provision of this Agreement is determined to be invalid by a court having competent jurisdiction over the subject matter of the invalid provision, the invalidity shall not affect other provisions that can be given effect without the invalid provision. Further, in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

B. Amendment. This Agreement may be amended only by written amendment signed by both parties hereto.

C. Venue. All payments made pursuant to this Agreement and other obligations performed under this Agreement shall be made or performed in Galveston County, Texas. Venue will lie in Galveston County, Texas; and this Agreement is governed by and construed in accordance with the laws of the State of Texas without respect to the conflict of laws thereof.

D. Notices. All notices given with respect to this Agreement must be in writing and will be deemed to have been properly given for all purposes (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice, or (ii) if personally delivered, on the actual date of delivery, or (iii) if sent by certified U.S. Mail, return receipt requested, postage prepaid, on the fifth (5th) business day following the date of mailing, or (iv) if sent by facsimile, then on the actual date of delivery (as evidenced by a facsimile confirmation), provided that a copy of the facsimile and confirmation is also sent by regular U.S. Mail, addressed as follows:

For the IDC: President
City of Galveston, Texas
Industrial Development Corporation
P.O. Box 779
Galveston, Texas 77553
Facsimile: (409) 797-3521

City Manager
City of Galveston
P. O. Box 779
Galveston, Texas 77553
Facsimile: (409) 797-3521

With a copy to: City Attorney
City of Galveston
P. O. Box 779
Galveston, Texas 77553
Facsimile: (409) 797-3531

For the CITY:

City Manager
City of Galveston
P. O. Box 779
Galveston, Texas 77553
Facsimile: (409) 797-3521

With a copy to: City Attorney
City of Galveston
P. O. Box 779
Galveston, Texas 77553
Facsimile: (409) 797-3531

E. Assignment. This Agreement may not be assigned by either party without the specific prior written consent of the other, which consent will not be unreasonably withheld. In the event that a party consents to any valid assignment of this Agreement by the other party hereto, the assigning party will be relieved of any and all obligations and liabilities on the part of such assigning party under this Agreement.

F. Parties in Interest. Nothing in this Agreement shall entitle any party other than the CITY or the IDC to any claim, cause of action, remedy or right of any.

G. Term. The term of this Agreement (the "Term") will commence upon execution of this Agreement and shall terminate on the earlier occurrence of: (i) completion of the construction of the Pelican Island Bridge; (ii) when terminated by mutual agreement of the parties; (iii) when terminated pursuant to Article V hereof; (iv) at the CITY's sole and absolute discretion upon the CITY's return of all grant funding to the IDC that it has received under this Agreement; or (v) upon the CITY's repayment of all monies that are demanded by the IDC and are in fact required to be repaid by the CITY under Article II hereof. Upon termination of this Agreement, all rights, duties and obligations of any kind under this Agreement shall automatically expire and terminate and be of no other force and effect.

H. Interpretation. Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement will therefore, be deemed to have been negotiated and prepared at the joint request, direction, and construction of the parties, at arm's length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.

I. No Joint Venture. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties.

J. Survival of Terms. All rights, duties, liabilities, and obligations accrued prior to termination will survive termination.

K Public Information. Information provided by or on behalf of the CITY under or pursuant to this Agreement that the CITY considers as proprietary shall be

marked as such and will be maintained as confidential to the extent allowed by law. If proprietary financial or trade secret information is requested under the Texas Public Information Act, the IDC shall follow the standards set out in the Act and under the Texas Attorney General's procedures for such requests, and the CITY shall be responsible for defending the confidentiality of such information. Other records and information provided to the IDC and its representatives to verify compliance with this Agreement shall be available for public inspection.

L. Counterparts. This Agreement may be executed in several identical counterparts by the parties and each counterpart, when so executed and delivered, shall constitute an original instrument.

M. Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof.

EXECUTED AND EFFECTIVE, as of the date first indicated above, by the CITY OF GALVESTON, TEXAS, INDUSTRIAL DEVELOPMENT CORPORATION, by and through its Board President, duly authorized to execute same by action of its Board; and by the CITY OF GALVESTON, TEXAS acting through its duly authorized official.

CITY OF GALVESTON, TEXAS, INDUSTRIAL DEVELOPMENT CORPORATION

By: _____
Name: James D. Yarbrough
Title: President, Board of Directors
Date: _____

ATTEST:

By: _____
Name: Brandon Cook
Title: Secretary, Board of Directors

APPROVED AS TO FORM:

By: _____
Name: Arthur L. Pertile, III
Title Counsel for the Corporation

CITY OF GALVESTON, TEXAS

By: _____
Name: James D. Yarbrough
Title: Mayor
Date: _____

ATTEST:

By: _____
Name: Janelle Williams
Title: City Secretary

APPROVED AS TO FORM:

By: _____
Name: Donald Glywasky
Title: City Attorney

EXHIBIT "A"
APPLICATION FOR FUNDING

Executive Summary
Park Board of Trustees of the City of Galveston
2020 IDC Funding Request Applications

The following applications are listed in their respective priority order:

1.) **Galveston Beneficial Dredge (Babe's Beach)**

IDC Request: (FY21) $2,500,000 (FY23) $2,500,000.00 Total: $5,000,000.00

This project application is seeking two cycles of funding to mirror the Park Board's successful RESTORE and State of Texas CEPRA grant applications. Federal administrators are requiring a two-cycle commitment of funding to parallel the RESTORE application to take advantage of two (2) Corps of Engineers maintenance dredging cycles during FY21 and FY23. The GLO has awarded funding for the two cycles (FY21 & FY23). Previously successful BUDM projects were completed in the Babe's Beach area in 2015 and 2019.

Other Funding: USACE $14,000,000.00 each cycle; RESTORE/GOMESA $4,500,000.00 each cycle
GLO CEPRA $4,000,000.00 each cycle

2.) **Stewart Beach Mitigation**

IDC Request: $190,000.00

The intent of this project is to relocate and distribute the seaweed stockpiles at Stewart Beach Park into the sand on-beach parking area. Impacts to the vegetation growing on the seaweed stockpiles from the proposed relocation to the sand parking area are required to be mitigated per the General Land Office. The Babe's Beach area was approved as an appropriate mitigation area and the proposed project was recently approved at the May 5, 2020 Planning Commission Meeting. Project activities include relocating and leveling seaweed stockpiles and planting a combination of salvageable vegetation from Stewart Beach and new vegetation purchased for the project.

Other Funding: There are no other funding sources for this project.

3.) **Stewart Beach On-Beach Parking Elevation / Grading / Erosion Protection**

IDC Request: $440,240.00

The Stewart Beach parking area is frequently submerged due to frequent heavy rains, run-off from upland properties, and seasonal high tides. This ponding and standing water results in lost recreational opportunities and a loss of access to the park. This project is proposing to elevate, grade, and protect the on-beach parking area to accommodate and better manage frequent rainfall and run-off. The Park Board is submitting other grant applications to assist at Stewart Beach.

Other Funding: There are no other funding sources presently committed for this project, but the Park Board is actively working on this effort to acquire third-party funding.

4.) **Design For Dellanera Park (End of Seawall) Breakwater**

IDC Request: $222,000.00

This proposed project is seeking to build upon previous phases of investigations completed by the USACE/GLO and Park Board to develop solutions to the existing erosion problem near the west end of the seawall. This area is one of the highest eroding areas on Galveston Island and is located adjacent to FM 3005, the primary evacuation route for west end residents and visitors. Specifically, the intent is to develop and bring engineering and design documents to completion through a two-step process. Initial efforts to a 65% completion and then to 100% completion. Following these two steps the project is eligible for a 90% construction subsidy through FEMA.

Other Funding: There are no other funding sources for this project.

5.) **Babes Beach Harvey FEMA Repair**

IDC Request: $75,000.00

Following the initial construction of the Babe's Beach area in late 2015, Hurricane Harvey impacted the area in August 2017 resulting in significant beach erosion and loss of beach quality sand. This project is seeking funding for a portion (25%) of the non-federal local match requirement to restore the impacted beach area to its pre-disaster condition.

Other Funding: The GLO is contributing the other 75% of the non-federal local match requirement, and potentially the full 10% non-federal match requirement.

6.) **Engineering and Design of 8-Mile Road Area Beach Nourishment**

IDC Request: $240,000.00

This project is identified in the Texas Coastal Resiliency Master Plan as a priority project (I.D. #R1-22) and proposed to develop a set of engineering and design documents to undertake a beach nourishment project approximately in the area from west Dellanera Park area to the 8-Mile Road area. Once completed, these design documents would be used to construct an estimated $10,500,000.00 beach nourishment project completely (100%) funded by the GOMESA program in the GLO, without a local match requirement.

Other Funding: The GLO is contributing $360,000.00 to this effort.

Galveston Park Board Project List Request for 2020 IDC Funding Beach Silo (05/26/2020)

Priority #1-#6	Project Name	Funding Requested This Cycle	Notes	Outside Funding Committed or Needed	Total Project Budget
1	**Babes Beach BUDM** (2 cycles $2.5M ea = $5M)	$2,500,000.00	2 cycles to match USACE, GLO and RESTORE Funding in FY21 & FY23: **IDC FY2021 $2,500,000.00** **IDC FY2023 $2,500,000.00** **$5,000,000.00**	$22,500,000.00	$25,000,000.00
2	**Stewart Beach Mitigation**	$190,000.00	Project costs have been reduced from initial estimates due to further refinement of project	$0.00	$190,000.00
3	**Stewart Beach** (on-beach parking area elevation, grading and erosion prevention)	$440,240.00	To be a component part of the overall estimated $1.4M project. Other funding to be provided by the PB/ GLO	$959,760.00	$1,400,000.00
4	**Design for End of Seawall Offshore Breakwater**	$222,000.00	Two tasks: #1 is $112,000.00 (65%) #2 is $110,000.00 (100%)	$0.00	$222,000.00
5	**Babe's Beach Harvey FEMA Repair**	$75,000.00	Might not need at all due to the pending GLO waiver of the 25% match requirement	$221,190.00	$296,190.00
6	**Engineering & Design 8-Mi. Road**	$240,000.00	GLO wants local participation for Coastal Master Plan Tier 1 projects, outcome is ~$10.5M beach nourishment at 100% GLO cost	$360,000.00	$600,000.00
		$3,667,240.00 Total Requested IDC Funding This Cycle 13%		**$24,040,950.00 Outside Funding Committed or Needed 87%**	**$27,708,190.00 Total Project Budget 100%**

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF GALVESTON APPROVING AS A PROJECT THE BENEFICIAL USE OF DREDGED MATERIAL (BUDM) FOR BEACH RE-NOURISHMENT IN THE BABE'S BEACH AREA.

* * * * * * * *

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF GALVESTON:

Section 1. The Board of Directors of the Industrial Development Corporation of the City of Galveston does hereby find that the expenditures provided for in this project are required and suitable for infrastructure necessary to promote or develop new or expanded business enterprises limited to beach remediation along the Gulf of Mexico in accordance with Section 501.103 of the Texas Local Government Code.

Section 2. The Board of Directors of the Industrial Development Corporation of the City of Galveston ("IDC") does hereby approve the following described project:

> This proposed project is a Beneficial Use of Dredged Material (BUDM) nourishment project that proposes to take advantage of the Corps of Engineers (USACE) maintenance dredging of the Houston-Galveston Ship Channel and to place the beach quality material onto the beach west of 61st street in accordance with the application attached hereto as **Exhibit B** and incorporated herein for all purposes.

Section 3. The anticipated cost of the project is Five Million Dollars ($5,000,000.00) plus legal and administrative costs paid by IDC to use as matching funds with several grant programs.

Section 4. A public hearing before the Industrial Development Corporation of the City of Galveston is hereby called regarding the proposed Project. Said public hearing shall be held at 9:00 o'clock a.m., on _____ __, 2020, at City Hall 823 Rosenberg Room 204 Galveston, Texas.

Section 5. A notice of such public hearing to be published in a newspaper of general circulation within the City of Galveston, Texas, in the form attached hereto as Exhibit "A."

PASSED, APPROVED, AND RESOLVED on this _ day of _____ 2020.

_____
James D. Yarbrough, President
Board of Directors

ATTEST:

_____
Brandon Cook, Secretary
Board of Directors

APPROVED AS TO FORM:

_____
Arthur L. Pertile, III
Counsel for the Corporation

Exhibit "A"
INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF GALVESTON
NOTICE OF PROJECT AND NOTICE OF PUBLIC HEARING

The Industrial Development Corporation of the City of Galveston ("IDC") hereby gives notice pursuant to Section 505.159 of the Texas Local Government Code that the Corporation has adopted, as a project the following:

> The project will place beach quality sand in the Babe's Beach area and dune template to help offset the sediment that is lost due to the erosional processes increased by the end of the seawall.
>
> The anticipated cost of the project is Five Million Dollars ($5,000,000.00) plus legal and administrative costs.

The Corporation hereby gives notice that it will conduct a public hearing to solicit citizen input on the proposed Project. The public hearing shall be held at __:00 o'clock a.m., on ___ __, 2020, at City Hall 823 Rosenberg Room 204 Galveston, Texas. Interested citizens are invited to attend and will be given an opportunity to be heard.

EXHIBIT B

ECONOMIC DEVELOPMENT GRANT AGREEMENT
BETWEEN THE GALVESTON ISLAND PARK BOARD OF TRUSTEES CITY OF GALVESTON, TEXAS
AND
THE INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF GALVESTON, TEXAS

This Agreement is entered into this _____ day of _____, 2020, by and between the Galveston Island Park Board of Trustees (the "PARK BOARD"), a governmental entity created by special act of the Texas Legislature in 1962, and, the Industrial Development Corporation of the City of Galveston, Texas (the "IDC"), a Texas nonprofit corporation established pursuant to the Development Corporation Act of 1979 and now codified in Chapters 501, 502, 504 and 505 of the Texas Local Government Code (hereafter referred to as the "Act").

WITNESSETH:

WHEREAS, pursuant to the Act, the IDC is authorized to provide funding relating to projects that the IDC finds to be encompassed within the definition of "Projects," as that word is defined by Chapters 501 and 505 of the Act; and

WHEREAS, the PARK BOARD has applied for a grant from the IDC for assistance in beach remediation along the Gulf of Mexico; and

WHEREAS, the IDC has determined that such a grant complies with the Act and is in keeping with the mission of IDC.

NOW, THEREFORE, for and in consideration of the recitals set forth above and the promises made herein, the PARK BOARD and the IDC agree as follows:

ARTICLE I.
IDC'S OBLIGATIONS

A. Subject to the terms and conditions set forth in Article II hereof, upon execution of this Agreement, the IDC will provide a grant to the PARK BOARD as follows: The IDC agrees to pay to the PARK BOARD **Five Million Dollars ($5,000,000.00)** for the following activities to be performed within the City of Galveston, Texas:

The project will place beach quality sand in the Babe's Beach area and dune template to help offset the sediment that is lost due to the erosional processes in accordance with the Grants documents attached hereto and incorporated herein for all purposes as **Exhibit A**.

B. The IDC will request a full accounting of the funds expended on the project no later than sixty (60) days after completion of project. If, after completion of the project there are funds remaining and/or savings from project and received from IDC, PARK BOARD shall return such funds to the IDC to be returned to the budget line item from which the funds were taken.

ARTICLE II.
PARK BOARD'S OBLIGATIONS

A. Following the execution of this Agreement, the PARK BOARD shall begin efforts to implement the activities described in Article I of this Agreement. The failure by the PARK BOARD to develop and implement the activities described in Article I of this within twenty-four (24) months from the date of execution of this Agreement shall constitute a breach of this Agreement subject to immediate termination. The PARK BOARD understands and agrees that, in the event termination of this Agreement by PARK BOARD, or pursuant to Article V of this Agreement, the PARK BOARD shall reimburse the IDC the full amount of money paid by the IDC to the PARK BOARD.

B. In accordance with Chapter 2264 of the Texas Government Code, the PARK BOARD agrees not to knowingly employ any undocumented workers. During the term of this Agreement, the PARK BOARD shall notify the IDC of any complaint brought against PARK BOARD alleging that it has employed undocumented workers. If the PARK BOARD, or any branch, division or department of the PARK BOARD is convicted of a violation under 8 U.S.C. Section 1324a (f), the total amount of economic

development grants it has received, together with interest at the rate of five percent (5%), shall be repaid by the PARK BOARD to the IDC not later than the one hundred twentieth (120th) day after the date the IDC becomes aware of and notifies the PARK BOARD of the violation. The PARK BOARD shall not be liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee, or by any person with whom the PARK BOARD contracts. The PARK BOARD shall reimburse the IDC the required amount within thirty (30) days of the termination of this Agreement.

C. The PARK BOARD shall keep and maintain complete and accurate records relating to its hiring and employment of persons, which is separate and identifiable from its other records, and shall make such records available for not less than three (3) years following termination of this Agreement. The IDC and its representatives shall be entitled to inspect said records during the term of this Agreement and for three (3) years thereafter, upon reasonable notice to the PARK BOARD. The PARK BOARD's failure to comply with this provision will constitute a breach of the Agreement.

D. Upon completion of the project, but no later than sixty (60) days after, PARK BOARD will furnish the IDC with a full accounting of the funds expended on the project. If, after completion of the project there are funds remaining and/or savings from the project, PARK BOARD shall return such funds to the IDC within thirty (30) days of IDC's acceptance of the full accounting.

E. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not

boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

ARTICLE III.
PARK BOARD'S REPRESENTATIONS AND WARRANTIES

A. The PARK BOARD represents and warrants, as of the date hereof, that:

1. the PARK BOARD is a local governmental entity of the State of Texas;

2. execution of this Agreement has been duly authorized by the PARK BOARD and this Agreement is not in contravention of the PARK BOARD's governing authority or any agreement or instrument to which the PARK BOARD is a party or by which it may be bound as of the date hereof;

3. no litigation or governmental proceeding is pending or, threatened against or affecting the PARK BOARD that may result in a material adverse change in the PARK BOARD's business, properties, or operations sufficient to jeopardize the PARK BOARD's legal existence; and

4. no written application, written statement, or correspondence submitted by the PARK BOARD to the IDC in connection with this Agreement, or in connection with any transaction contemplated hereby contains any untrue statement of a material fact or fails to state any material fact necessary to keep the statements contained therein from being misleading. The PARK BOARD agrees that, upon execution of this Agreement, its application shall be attached and incorporated for all purposes.

B. Except as expressly set forth in this Article III, the PARK BOARD makes no other representation or warranty of any kind in connection with or related to the provisions of this Agreement.

ARTICLE IV.
IDC'S REPRESENTATIONS AND WARRANTIES

A. The IDC represents and warrants, as of the date hereof, that:

1. The IDC, to the best of the knowledge of its Board of Directors, is legally authorized to enter into this Agreement by virtue of the statute under which it is governed and by the authorities and powers vested in it as a corporation duly and properly organized under the Act;

2. The execution of this Agreement has been duly authorized by the IDC;

3. No litigation or governmental proceeding is pending, or, to the knowledge of any of the IDC's officers, threatened against or affecting the IDC, that may result in the IDC's inability to meet its obligations under this Agreement; and

4. The IDC has no reasonable basis for believing that it has or will have incurred debts beyond its ability to pay as such debts mature, including, but not limited to, the obligations set forth in this Agreement.

B. Except as expressly set forth in this Article IV, the IDC makes no other representation or warranty of any kind in connection with or related to the provisions of this Agreement.

ARTICLE V.
REMEDIES

A. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement by any party hereto, **or any successor** to such party, such defaulting or breaching party shall, upon written notice from the other party, proceed immediately to cure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice. In the event that remedial action is not taken or not diligently pursued and the default or breach shall not be cured or remedied within a reasonable time (but in no event later than ninety (90) days from the date of notification of such breach), the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, seeking specific performance and/or injunctive relief.

B. Upon breach of this Agreement by either party and the failure to cure as permitted by this Article V, the non-breaching party shall have the sole right and discretion to either terminate this Agreement and/or pursue any and all remedies that may be provided by law and this Agreement. Each party acknowledges and agrees that the PARK BOARD is not entitled to recover any amounts in excess of the grant money contracted for under this Agreement and that the IDC, pursuant to a breach and failure to cure by the PARK BOARD in accordance with this Agreement, is entitled to recover attorney fees, collection costs, and any other costs due to its pursuit of repayment and remedies under this Agreement.

C. Any delay by any party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights will not, so long as the breach or default by another party is continuing, operate as a waiver of such rights or to deprive it of or limit

such rights in any way; nor will any waiver in fact be made by any party with respect to any specific default by any other party except to the extent specifically waived in writing.

ARTICLE VI.
GENERAL PROVISIONS

A. Severability. The provisions of this Agreement are severable and, if for any reason, a provision of this Agreement is determined to be invalid by a court having competent jurisdiction over the subject matter of the invalid provision, the invalidity shall not affect other provisions that can be given effect without the invalid provision. Further, in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

B. Amendment. This Agreement may be amended only by written amendment signed by both parties hereto.

C. Venue. All payments made pursuant to this Agreement and other obligations performed under this Agreement shall be made or performed in Galveston County, Texas. Venue will lie in Galveston County, Texas; and this Agreement is governed by and construed in accordance with the laws of the State of Texas without respect to the conflict of laws thereof.

D. Notices. All notices given with respect to this Agreement must be in writing and will be deemed to have been properly given for all purposes (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice, or (ii) if

personally delivered, on the actual date of delivery, or (iii) if sent by certified U.S. Mail, return receipt requested, postage prepaid, on the fifth (5th) business day following the date of mailing, or (iv) if sent by facsimile, then on the actual date of delivery (as evidenced by a facsimile confirmation), provided that a copy of the facsimile and confirmation is also sent by regular U.S. Mail, addressed as follows:

For the IDC: President
City of Galveston, Texas
Industrial Development Corporation
P.O. Box 779
Galveston, Texas 77553
Facsimile: (409) 797-3521

City Manager
City of Galveston
P. O. Box 779
Galveston, Texas 77553
Facsimile: (409) 797-3521

With a copy to: City Attorney
City of Galveston
P. O. Box 779
Galveston, Texas 77553
Facsimile: (409) 797-3531

For the PARK BOARD: President, Board of Trustees
Galveston Island Park Board of Trustees
601 Tremont Street
Galveston, Texas 77550

E. Assignment. This Agreement may not be assigned by either party without the specific prior written consent of the other, which consent will not be unreasonably withheld. In the event that a party consents to any valid assignment of this Agreement by the other party hereto, the assigning party will be relieved of any and all obligations and liabilities on the part of such assigning party under this Agreement.

F. Parties in Interest. Nothing in this Agreement shall entitle any party other than the PARK BOARD or the IDC to any claim, cause of action, remedy or right of any.

G. Term. The term of this Agreement (the "Term") will commence upon execution of this Agreement and shall terminate on the earlier occurrence of: (i) completion of the Beneficial Use of Dredged Material (BUDM) nourishment project; (ii) when terminated by mutual agreement of the parties; (iii) when terminated pursuant to Article V hereof; (iv) when terminated pursuant to Article II hereof; (v) at the PARK BOARD's sole and absolute discretion upon the PARK BOARD's return of all grant funding to the IDC that it has received under this Agreement; or (vi) upon the PARK BOARD's repayment of all monies that are demanded by the IDC and are in fact required to be repaid by the PARK BOARD under Article II hereof. Upon termination of this Agreement, all rights, duties and obligations of any kind under this Agreement shall automatically expire and terminate and be of no other force and effect.

H. Interpretation. Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement will therefore, be deemed to have been negotiated and prepared at the joint request, direction, and construction of the parties, at arm's length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.

I. No Joint Venture. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties.

J. Survival of Terms. All rights, duties, liabilities, and obligations accrued prior to termination will survive termination.

K Public Information. Information provided by or on behalf of the PARK

BOARD under or pursuant to this Agreement that the PARK BOARD considers as proprietary shall be marked as such and will be maintained as confidential to the extent allowed by law. If proprietary financial or trade secret information is requested under the Texas Public Information Act, the IDC shall follow the standards set out in the Act and under the Texas Attorney General's procedures for such requests, and the PARK BOARD shall be responsible for defending the confidentiality of such information. Other records and information provided to the IDC and its representatives to verify compliance with this Agreement shall be available for public inspection.

L. Counterparts. This Agreement may be executed in several identical counterparts by the parties and each counterpart, when so executed and delivered, shall constitute an original instrument.

M. Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof.

EXECUTED AND EFFECTIVE, as of the date first indicated above, by the CITY OF GALVESTON, TEXAS, INDUSTRIAL DEVELOPMENT CORPORATION, by and through its Board President, duly authorized to execute same by action of its Board; and by the GALVESTON ISLAND PARK BOARD OF TRUSTEES acting through its duly authorized official.

CITY OF GALVESTON, TEXAS, INDUSTRIAL DEVELOPMENT CORPORATION

GALVESTON ISLAND PARK BOARD OF TRUSTEES

By: _____
Name: James D. Yarbrough
Title: President, Board of Directors
Date: _____

ATTEST:

By: _____
Name: Brandon Cook
Title: Secretary, Board of Directors

APPROVED AS TO FORM:

By: _____
Name: Arthur L. Pertile, III
Title Counsel for the Corporation

By: _____
Name:
Title: President
Date: _____

ATTEST:

By: _____
Name:
Title: Secretary

APPROVED AS TO FORM:

By: _____
Name:
Title: Counsel for the Board of Trustees

EXHIBIT "A"
BENEFICIAL USE OF DREDGED MATERIAL (BUDM) NOURISHMENT PROJECT DOCUMENTS FOR APPLICABLE GRANTS

Exhibit B
APPLICATION

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF GALVESTON, APPROVING AS A PROJECT OF THE CORPORATION THE FUNDING TO RELOCATE SEAWEED STOCKPILES AT STEWART BEACH AND PLANTING OF VEGETATION AT BABE'S BEACH.

* * * * * * * *

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF GALVESTON:

Section 1. The Board of Directors of the Industrial Development Corporation of the City of Galveston does hereby find that the expenditures provided for in this project are required and suitable for infrastructure necessary to promote or develop new or expanded business enterprises limited to beach remediation along the Gulf of Mexico in accordance with Section 501.103 of the Texas Local Government Code.

Section 2. The Board of Directors of the Industrial Development Corporation of the City of Galveston ("IDC") does hereby approve the following described project:

> The project will include approximately 38,900 sq. /ft. of vegetated surface area within the seaweed stockpiles at Stewart Beach that will be moved into the parking area. As a result, the proposed mitigation plan to be implemented at Babe's Beach will vegetate an area approximately 3,242 ft. in length with a corridor width of 12ft. This project footprint area results in ~38,904 sq. /ft. of vegetative material being added to the Babe's Beach area. The project is to be conducted in accordance with the terms and conditions set forth in the application attached hereto as "Exhibit B" and incorporated herein for all purposes.

Section 3. The anticipated cost of the project is One Hundred Ninety Thousand Dollars ($190,000.00) plus legal and administrative costs paid by IDC to use as matching funds.

Section 4. A public hearing before the Industrial Development Corporation of the City of Galveston is hereby called regarding the proposed Project. Said public hearing

shall be held at 9:00 o'clock a.m., on _____ __, 2020, at City Hall 823 Rosenberg Room 204 Galveston, Texas.

Section 5. A notice of such public hearing to be published in a newspaper of general circulation within the City of Galveston, Texas, in the form attached hereto as Exhibit "A."

PASSED, APPROVED, AND RESOLVED on this _ day of _____ 2020.

_____
James D. Yarbrough, President
Board of Directors

ATTEST:

_____
Brandon Cook, Secretary
Board of Directors

APPROVED AS TO FORM:

_____
Arthur L. Pertile, III
Counsel for the Corporation

Exhibit "A"
INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF GALVESTON
NOTICE OF PROJECT AND NOTICE OF PUBLIC HEARING

The Industrial Development Corporation of the City of Galveston ("IDC") hereby gives notice pursuant to Section 505.159 of the Texas Local Government Code that the Corporation has adopted, as a project the following:

The project will include approximately 38,900 sq./ft. of vegetated surface area within the seaweed stockpiles at Stewart Beach that will be moved into the parking area. As a result, the proposed mitigation plan to be implemented at Babe's Beach will vegetate an area approximately 3,242 ft. in length with a corridor width of 12ft. The project footprint area results in 38,904 sq./ft. of vegetative material being added to the Babe's Beach area.

The anticipated cost of the project is One Hundred Ninety Thousand Dollars ($190,000.00) plus legal and administrative costs.

The Corporation hereby gives notice that it will conduct a public hearing to solicit citizen input on the proposed Project. The public hearing shall be held at 9:00 o'clock a.m., on ___ __, 2020, at City Hall 823 Rosenberg Room 204 Galveston, Texas. Interested citizens are invited to attend and will be given an opportunity to be heard.

EXHIBIT B

APPLICATION

ECONOMIC DEVELOPMENT GRANT AGREEMENT BETWEEN THE GALVESTON ISLAND PARK BOARD OF TRUSTEES AND THE INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF GALVESTON, TEXAS

This Agreement is entered into this _____ day of _____, 2020, by and between the Galveston Island Park Board of Trustees (the "PARK BOARD"), and the Industrial Development Corporation of the City of Galveston, Texas (the "IDC"), a Texas nonprofit corporation established pursuant to the Development Corporation Act of 1979 and now codified in Chapters 501, 502, and 505 of the Texas Local Government Code (hereafter referred to as the "Act").

WITNESSETH:

WHEREAS, pursuant to the Act, the IDC is authorized to provide funding relating to projects that the IDC finds to be encompassed within the definition of "Projects," as that word is defined by Chapters 501 and 505 of the Act; and

WHEREAS, The IDC has approved as a project of the Corporation, the Sand Management Plan Update that will assist in beach remediation along the Gulf of Mexico; and

WHEREAS, the PARK BOARD has applied for a grant from the IDC for assistance in beach remediation along the Gulf of Mexico; and

WHEREAS, the IDC has determined that such a grant complies with the Act and is in keeping with the mission of IDC.

NOW, THEREFORE, for and in consideration of the recitals set forth above and the promises made herein, the PARK BOARD and the IDC agree as follows:

ARTICLE I.
IDC'S OBLIGATIONS

Subject to the terms and conditions set forth in Article II hereof, upon execution of this Agreement, the IDC will provide a grant to the PARK BOARD as follows:

The IDC agrees to pay to the Park Board One Hundred Ninety Dollars and No Cents ($190,000.00) to move approximately 38,900 square feet of vegetated surface area

within the seaweed stockpiles at Stewart Beach and to vegetate an area of approximately 3,242 feet in length with a corridor width of 12 feet including a project footprint area resulting in ~38,904 square feet of vegetative material being added to the Babe's Beach area. The funding will be as a match a FEMA grant program in accordance with the agreement attached hereto as "Exhibit B".

ARTICLE II.
PARK BOARD'S OBLIGATIONS

A. Following the execution of this Agreement, the PARK BOARD shall begin efforts complete the project described in Article I. The failure by the PARK BOARD to move approximately 38,900 square feet of vegetated surface area within the seaweed stockpiles at Stewart Beach and to vegetate an area of approximately 3,242 feet in length with a corridor width of 12 feet including a project footprint area resulting in ~38,904 square feet of vegetative material being added to the Babe's Beach area as described in Article I of this Agreement shall constitute a breach of this Agreement. The PARK BOARD understands and agrees that, in the event termination of this Agreement by the PARK BOARD, or pursuant to Article V of this Agreement, the PARK BOARD shall reimburse the IDC the full amount of money paid by the IDC to the PARK BOARD.

B. In accordance with Chapter 2264 of the Texas Government Code, the PARK BOARD agrees not to knowingly employ any person who is not lawfully admitted for permanent residence to the United States or who is not authorized under law to be employed in the United States. During the term of this Agreement, the PARK BOARD shall notify the IDC of any complaint brought against PARK BOARD alleging that it has employed undocumented workers. If the PARK BOARD, or any branch, division or department of the PARK BOARD is convicted of a violation under 8 U.S.C. Section 1324a (f), the total amount of economic development grants it has received, together with interest at the rate of five percent (5%), shall be repaid by the PARK BOARD to the IDC not later than the one hundred twentieth (120th) day after the date the IDC becomes aware of and notifies the PARK BOARD of the violation. The PARK BOARD shall not be liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee, or by any person

with whom the PARK BOARD contracts. The PARK BOARD shall reimburse the IDC the required amount within thirty (30) days of the termination of this Agreement.

C. The PARK BOARD shall keep and maintain complete and accurate records relating to its hiring and employment of persons, which is separate and identifiable from its other records, and shall make such records available for not less than three (3) years following termination of this Agreement. The IDC and its representatives shall be entitled to inspect said records during the term of this Agreement and for three (3) years thereafter, upon reasonable notice to the PARK BOARD. The PARK BOARD's failure to comply with this provision will constitute a breach of the Agreement.

ARTICLE III.
PARK BOARD 'S REPRESENTATIONS AND WARRANTIES

The PARK BOARD represents and warrants, as of the date hereof, that:

1. The PARK BOARD is a governmental entity of the State of Texas;

2. Execution of this Agreement has been duly authorized by the PARK BOARD governing body and this Agreement is not in contravention of the PARK BOARD's governing body authority or any agreement or instrument to which the PARK BOARD is a party or by which it may be bound as of the date hereof;

3. No litigation or governmental proceeding is pending or, threatened against or affecting the PARK BOARD that may result in a material adverse change in the PARK BOARD's business, properties, or operations sufficient to jeopardize the PARK BOARD's legal existence; and

4. No written application, written statement, or correspondence submitted by the PARK BOARD to the IDC in connection with this Agreement, or in connection with any transaction contemplated hereby contains any untrue statement of a material fact or fails to state any material fact necessary to keep the statements contained therein from being misleading. The PARK BOARD agrees that, upon execution of this Agreement, its application shall be attached and incorporated for all purposes.

Except as expressly set forth in this Article III, the PARK BOARD makes no other representation or warranty of any kind in connection with or related to the provisions of this Agreement.

ARTICLE IV.
IDC'S REPRESENTATIONS AND WARRANTIES

The IDC represents and warrants, as of the date hereof, that:

1. The IDC, to the best of the knowledge of its Board of Directors, is legally authorized to enter into this Agreement by virtue of the statute under which it is governed and by the authorities and powers vested in it as a corporation duly and properly organized under the Act;

2. The execution of this Agreement has been duly authorized by the IDC;

3. No litigation or governmental proceeding is pending, or, to the knowledge of any of the IDC's officers, threatened against or affecting the IDC, that may result in the IDC's inability to meet its obligations under this Agreement; and

4. The IDC has no reasonable basis for believing that it has or will have incurred debts beyond its ability to pay as such debts mature, including, but not limited to, the obligations set forth in this Agreement.

Except as expressly set forth in this Article IV, the IDC makes no other representation or warranty of any kind in connection with or related to the provisions of this Agreement.

ARTICLE V.
REMEDIES

A. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement by any party hereto, **or any successor** to such party, such defaulting or breaching party shall, upon written notice from the other party, proceed immediately to cure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice. In the event that remedial action is not taken or not diligently pursued and the default or breach shall not be cured or remedied within a reasonable time (but in no event later than ninety (90) days from the date of notification of such breach), the aggrieved party may institute such proceedings as may be necessary

or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, seeking specific performance and/or injunctive relief.

B. Upon breach of this Agreement by either party and the failure to cure as permitted by this Article V, the non-breaching party shall have the sole right and discretion to either terminate this Agreement and/or pursue any and all remedies that may be provided by law and this Agreement. Each party acknowledges and agrees that the PARK BOARD is not entitled to recover any amounts in excess of the grant money contracted for under this Agreement and that the IDC, pursuant to a breach and failure to cure by the PARK BOARD in accordance with this Agreement, is entitled to recover attorney fees, collection costs, and any other costs due to its pursuit of repayment and remedies under this Agreement.

C. Any delay by any party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights will not, so long as the breach or default by another party is continuing, operate as a waiver of such rights or to deprive it of or limit such rights in any way; nor will any waiver in fact be made by any party with respect to any specific default by any other party except to the extent specifically waived in writing.

ARTICLE VI.
GENERAL PROVISIONS

A. Severability. The provisions of this Agreement are severable and, if for any reason, a provision of this Agreement is determined to be invalid by a court having competent jurisdiction over the subject matter of the invalid provision, the invalidity shall not affect other provisions that can be given effect without the invalid provision. Further, in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

B. Amendment. This Agreement may be amended only by written amendment signed by both parties hereto.

C. Venue. All payments made pursuant to this Agreement and other obligations performed under this Agreement shall be made or performed in Galveston

County, Texas. Venue will lie in Galveston County, Texas; and this Agreement is governed by and construed in accordance with the laws of the State of Texas without respect to the conflict of laws thereof.

D. Notices. All notices given with respect to this Agreement must be in writing and will be deemed to have been properly given for all purposes (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice, or (ii) if personally delivered, on the actual date of delivery, or (iii) if sent by certified U.S. Mail, return receipt requested, postage prepaid, on the fifth (5th) business day following the date of mailing, or (iv) if sent by facsimile, then on the actual date of delivery (as evidenced by a facsimile confirmation), provided that a copy of the facsimile and confirmation is also sent by regular U.S. Mail, addressed as follows:

For the IDC: President
City of Galveston, Texas
Industrial Development Corporation
P.O. Box 779
Galveston, Texas 77553
Facsimile: (409) 797-3521

With a copy to: City Manager
ATTN: Director, Economic Development
City of Galveston
P.O. Box 779
Galveston, Texas 77553
Facsimile: (409) 797-3521

For the PARK BOARD : President

With a copy to: City Attorney
City of Galveston
P. O. Box 779

Galveston, Texas 77553
Facsimile: (409) 797-3531

E. Assignment. This Agreement may not be assigned by either party without the specific prior written consent of the other, which consent will not be unreasonably withheld. In the event that a party consents to any valid assignment of this Agreement by the other party hereto, the assigning party will be relieved of any and all obligations and liabilities on the part of such assigning party under this Agreement.

F. Parties in Interest. Nothing in this Agreement shall entitle any party other than the PARK BOARD or the IDC to any claim, cause of action, remedy or right of any.

G. Term. The term of this Agreement (the "Term") will commence upon execution of this Agreement and shall terminate on the earlier occurrence of: (i) when terminated by mutual agreement of the parties; (ii) when terminated pursuant to Article V hereof; (iii) at the PARK BOARD's sole and absolute discretion upon the PARK BOARD's return of all grant funding to the IDC that it has received under this Agreement; or (iv) upon the PARK BOARD's repayment of all monies that are demanded by the IDC and are in fact required to be repaid by the PARK BOARD under Article II hereof. Upon termination of this Agreement, all rights, duties and obligations of any kind under this Agreement shall automatically expire and terminate and be of no other force and effect.

H. Interpretation. Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement will therefore, be deemed to have been negotiated and prepared at the joint request, direction, and construction of the parties, at arm's length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.

I. No Joint Venture. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties.

J. Survival of Terms. All rights, duties, liabilities, and obligations accrued prior to termination will survive termination.

K Public Information. Information provided by or on behalf of the PARK BOARD under or pursuant to this Agreement that the PARK BOARD considers as

proprietary shall be marked as such and will be maintained as confidential to the extent allowed by law. If proprietary financial or trade secret information is requested under the Texas Public Information Act, the IDC shall follow the standards set out in the Act and under the Texas Attorney General's procedures for such requests, and the PARK BOARD shall be responsible for defending the confidentiality of such information. Other records and information provided to the IDC and its representatives to verify compliance with this Agreement shall be available for public inspection.

L. Counterparts. This Agreement may be executed in several identical counterparts by the parties and each counterpart, when so executed and delivered, shall constitute an original instrument.

M. Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof.

EXECUTED AND EFFECTIVE, as of the date first indicated above, by the PARK CITY OF GALVESTON, TEXAS, INDUSTRIAL DEVELOPMENT CORPORATION, by and through its Board President, duly authorized to execute same by action of its Board; and by the GALVESTON ISLAND PARK BOARD OF TRUSTEES acting through its duly authorized official.

CITY OF GALVESTON, TEXAS,
INDUSTRIAL DEVELOPMENT CORPORATION

By: _____
Name: James D. Yarbrough
Title: President, Board of Directors
Date: _____

GALVESTON ISLAND PARK BOARD OF TRUSTEES

By: _____
Name:
Title: President
Date: _____

ATTEST:

By: _____
Name: Brandon Cook
Title: Secretary, Board of Directors

APPROVED AS TO FORM:

By: _____
Name: Arthur L. Pertile, III
Title Counsel for the Corporation

ATTEST:

By: _____
Name:
Title: Secretary

APPROVED AS TO FORM:

By: _____
Name:
Title: Attorney

EXHIBIT A
GRANT APPLICATION TO IDC

EXHIBIT B
SCOPE OF WORK AGREEMENT

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF GALVESTON, APPROVING AS A PROJECT OF THE CORPORATION THE FUNDING TO ELEVATE BEACH PARKING WITH CONTOURS TO BETTER CONTROL AND FACILITATE THE RATE AND FLOW OF RUN-OFF AT STEWART BEACH.

* * * * * * * *

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF GALVESTON:

Section 1. The Board of Directors of the Industrial Development Corporation of the City of Galveston does hereby find that the expenditures provided for in this project are required and suitable for infrastructure necessary to promote or develop new or expanded business enterprises limited to beach remediation along the Gulf of Mexico in accordance with Section 501.103 of the Texas Local Government Code.

Section 2. The Board of Directors of the Industrial Development Corporation of the City of Galveston ("IDC") does hereby approve the following described project:

The project will include grading the sandy beach parking area and the redistribution of the existing on-site material to elevate the parking area to a point that it will no longer flood. Additionally, the parking area would be developed with contours to better control and facilitate the rate and flow of run-off entering the parking area. All available beach quality sand will be incorporated onsite for the project. The project is to be conducted in accordance with the terms and conditions set forth in the application attached hereto as "Exhibit B" and incorporated herein for all purposes.

Section 3. The anticipated cost of the project is Four Hundred Forty Thousand Two Hundred Forty Dollars ($440,240.00) plus legal and administrative costs paid by IDC to use as matching funds.

Section 4. A public hearing before the Industrial Development Corporation of the City of Galveston is hereby called regarding the proposed Project. Said public hearing shall be held at 9:00 o'clock a.m., on _____ __, 2020, at City Hall 823 Rosenberg Room 204 Galveston, Texas.

Section 5. A notice of such public hearing to be published in a newspaper of general circulation within the City of Galveston, Texas, in the form attached hereto as Exhibit "A."

PASSED, APPROVED, AND RESOLVED on this _ day of _____ 2020.

_____
James D. Yarbrough, President
Board of Directors

ATTEST:

_____
Brandon Cook, Secretary
Board of Directors

APPROVED AS TO FORM:

_____
Arthur L. Pertile, III
Counsel for the Corporation

Exhibit "A"
INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF GALVESTON
NOTICE OF PROJECT AND NOTICE OF PUBLIC HEARING

The Industrial Development Corporation of the City of Galveston ("IDC") hereby gives notice pursuant to Section 505.159 of the Texas Local Government Code that the Corporation has adopted, as a project the following:

> The project will include grading the sandy beach parking area and the redistribution of the existing on-site material to elevate the parking area to a point that it will no longer flood. Additionally, the parking area would be developed with contours to better control and facilitate the rate and flow of run-off entering the parking area. All available beach quality sand will be incorporated onsite for the project.

The anticipated cost of the project is Four Hundred Forty Thousand Two Hundred Forty Dollars ($440,240.00) plus legal and administrative costs paid by IDC to use as matching funds.

The Corporation hereby gives notice that it will conduct a public hearing to solicit citizen input on the proposed Project. The public hearing shall be held at 9:00 o'clock a.m., on ___ __, 2020, at City Hall 823 Rosenberg Room 204 Galveston, Texas. Interested citizens are invited to attend and will be given an opportunity to be heard.

EXHIBIT B

APPLICATION

ECONOMIC DEVELOPMENT GRANT AGREEMENT BETWEEN THE GALVESTON ISLAND PARK BOARD OF TRUSTEES AND THE INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF GALVESTON, TEXAS

This Agreement is entered into this _____ day of _____, 2020, by and between the Galveston Island Park Board of Trustees (the "PARK BOARD"), and the Industrial Development Corporation of the City of Galveston, Texas (the "IDC"), a Texas nonprofit corporation established pursuant to the Development Corporation Act of 1979 and now codified in Chapters 501, 502, and 505 of the Texas Local Government Code (hereafter referred to as the "Act").

WITNESSETH:

WHEREAS, pursuant to the Act, the IDC is authorized to provide funding relating to projects that the IDC finds to be encompassed within the definition of "Projects," as that word is defined by Chapters 501 and 505 of the Act; and

WHEREAS, The IDC has approved as a project of the Corporation, the Sand Management Plan Update that will assist in beach remediation along the Gulf of Mexico; and

WHEREAS, the PARK BOARD has applied for a grant from the IDC for assistance in beach remediation along the Gulf of Mexico; and

WHEREAS, the IDC has determined that such a grant complies with the Act and is in keeping with the mission of IDC.

NOW, THEREFORE, for and in consideration of the recitals set forth above and the promises made herein, the PARK BOARD and the IDC agree as follows:

ARTICLE I.
IDC'S OBLIGATIONS

Subject to the terms and conditions set forth in Article II hereof, upon execution of this Agreement, the IDC will provide a grant to the PARK BOARD as follows:

The IDC agrees to pay to the Park Board is Four Hundred Forty Thousand Two Hundred Forty Dollars ($440,240.00) for grading the sandy beach parking area and the

redistribution of the existing on-site material to elevate the parking area to a point that it will no longer flood. Additionally, the parking area would be developed with contours to better control and facilitate the rate and flow of run-off entering the parking area. All available beach quality sand will be incorporated onsite for the project.

ARTICLE II.
PARK BOARD'S OBLIGATIONS

A. Following the execution of this Agreement, the PARK BOARD shall begin efforts for constructing the project within 24 months from the signing of the Agreement. The PARK BOARD understands and agrees that, in the event termination of this Agreement by the PARK BOARD, or pursuant to Article V of this Agreement, the PARK BOARD shall reimburse the IDC the full amount of money paid by the IDC to the PARK BOARD.

B. In accordance with Chapter 2264 of the Texas Government Code, the PARK BOARD agrees not to knowingly employ any person who is not lawfully admitted for permanent residence to the United States or who is not authorized under law to be employed in the United States. During the term of this Agreement, the PARK BOARD shall notify the IDC of any complaint brought against PARK BOARD alleging that it has employed undocumented workers. If the PARK BOARD, or any branch, division or department of the PARK BOARD is convicted of a violation under 8 U.S.C. Section 1324a (f), the total amount of economic development grants it has received, together with interest at the rate of five percent (5%), shall be repaid by the PARK BOARD to the IDC not later than the one hundred twentieth (120th) day after the date the IDC becomes aware of and notifies the PARK BOARD of the violation. The PARK BOARD shall not be liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee, or by any person with whom the PARK BOARD contracts. The PARK BOARD shall reimburse the IDC the required amount within thirty (30) days of the termination of this Agreement.

C. The PARK BOARD shall keep and maintain complete and accurate records relating to its hiring and employment of persons, which is separate and identifiable from its other records, and shall make such records available for not less than three (3) years following termination of this Agreement. The IDC and its representatives shall be entitled

to inspect said records during the term of this Agreement and for three (3) years thereafter, upon reasonable notice to the PARK BOARD. The PARK BOARD's failure to comply with this provision will constitute a breach of the Agreement.

ARTICLE III.
PARK BOARD 'S REPRESENTATIONS AND WARRANTIES

The PARK BOARD represents and warrants, as of the date hereof, that:

1. The PARK BOARD is a governmental entity of the State of Texas;

2. Execution of this Agreement has been duly authorized by the PARK BOARD governing body and this Agreement is not in contravention of the PARK BOARD's governing body authority or any agreement or instrument to which the PARK BOARD is a party or by which it may be bound as of the date hereof;

3. No litigation or governmental proceeding is pending or, threatened against or affecting the PARK BOARD that may result in a material adverse change in the PARK BOARD's business, properties, or operations sufficient to jeopardize the PARK BOARD's legal existence; and

4. No written application, written statement, or correspondence submitted by the PARK BOARD to the IDC in connection with this Agreement, or in connection with any transaction contemplated hereby contains any untrue statement of a material fact or fails to state any material fact necessary to keep the statements contained therein from being misleading. The PARK BOARD agrees that, upon execution of this Agreement, its application shall be attached and incorporated for all purposes.

Except as expressly set forth in this Article III, the PARK BOARD makes no other representation or warranty of any kind in connection with or related to the provisions of this Agreement.

ARTICLE IV.
IDC'S REPRESENTATIONS AND WARRANTIES

The IDC represents and warrants, as of the date hereof, that:

1. The IDC, to the best of the knowledge of its Board of Directors, is legally authorized to enter into this Agreement by virtue of the statute under which it is governed and by the authorities and powers vested in it as a corporation duly and properly organized under the Act;

2. The execution of this Agreement has been duly authorized by the IDC;

3. No litigation or governmental proceeding is pending, or, to the knowledge of any of the IDC's officers, threatened against or affecting the IDC, that may result in the IDC's inability to meet its obligations under this Agreement; and

4. The IDC has no reasonable basis for believing that it has or will have incurred debts beyond its ability to pay as such debts mature, including, but not limited to, the obligations set forth in this Agreement.

Except as expressly set forth in this Article IV, the IDC makes no other representation or warranty of any kind in connection with or related to the provisions of this Agreement.

ARTICLE V.
REMEDIES

A. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement by any party hereto, **or any successor** to such party, such defaulting or breaching party shall, upon written notice from the other party, proceed immediately to cure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice. In the event that remedial action is not taken or not diligently pursued and the default or breach shall not be cured or remedied within a reasonable time (but in no event later than ninety (90) days from the date of notification of such breach), the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, seeking specific performance and/or injunctive relief.

B. Upon breach of this Agreement by either party and the failure to cure as permitted by this Article V, the non-breaching party shall have the sole right and discretion to either terminate this Agreement and/or pursue any and all remedies that may be provided by law and this Agreement. Each party acknowledges and agrees that the

PARK BOARD is not entitled to recover any amounts in excess of the grant money contracted for under this Agreement and that the IDC, pursuant to a breach and failure to cure by the PARK BOARD in accordance with this Agreement, is entitled to recover attorney fees, collection costs, and any other costs due to its pursuit of repayment and remedies under this Agreement.

C. Any delay by any party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights will not, so long as the breach or default by another party is continuing, operate as a waiver of such rights or to deprive it of or limit such rights in any way; nor will any waiver in fact be made by any party with respect to any specific default by any other party except to the extent specifically waived in writing.

ARTICLE VI.
GENERAL PROVISIONS

A. Severability. The provisions of this Agreement are severable and, if for any reason, a provision of this Agreement is determined to be invalid by a court having competent jurisdiction over the subject matter of the invalid provision, the invalidity shall not affect other provisions that can be given effect without the invalid provision. Further, in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

B. Amendment. This Agreement may be amended only by written amendment signed by both parties hereto.

C. Venue. All payments made pursuant to this Agreement and other obligations performed under this Agreement shall be made or performed in Galveston County, Texas. Venue will lie in Galveston County, Texas; and this Agreement is governed by and construed in accordance with the laws of the State of Texas without respect to the conflict of laws thereof.

D. Notices. All notices given with respect to this Agreement must be in writing and will be deemed to have been properly given for all purposes (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day

following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice, or (ii) if personally delivered, on the actual date of delivery, or (iii) if sent by certified U.S. Mail, return receipt requested, postage prepaid, on the fifth (5th) business day following the date of mailing, or (iv) if sent by facsimile, then on the actual date of delivery (as evidenced by a facsimile confirmation), provided that a copy of the facsimile and confirmation is also sent by regular U.S. Mail, addressed as follows:

For the IDC: President
City of Galveston, Texas
Industrial Development Corporation
P.O. Box 779
Galveston, Texas 77553
Facsimile: (409) 797-3521

With a copy to: City Manager
ATTN: Director, Economic Development
City of Galveston
P.O. Box 779
Galveston, Texas 77553
Facsimile: (409) 797-3521

For the PARK BOARD : President

With a copy to: City Attorney
City of Galveston
P. O. Box 779
Galveston, Texas 77553
Facsimile: (409) 797-3531

E. Assignment. This Agreement may not be assigned by either party without the specific prior written consent of the other, which consent will not be unreasonably withheld. In the event that a party consents to any valid assignment of this Agreement

by the other party hereto, the assigning party will be relieved of any and all obligations and liabilities on the part of such assigning party under this Agreement.

F. Parties in Interest. Nothing in this Agreement shall entitle any party other than the PARK BOARD or the IDC to any claim, cause of action, remedy or right of any.

G. Term. The term of this Agreement (the "Term") will commence upon execution of this Agreement and shall terminate on the earlier occurrence of: (i) when terminated by mutual agreement of the parties; (ii) when terminated pursuant to Article V hereof; (iii) at the PARK BOARD's sole and absolute discretion upon the PARK BOARD's return of all grant funding to the IDC that it has received under this Agreement; or (iv) upon the PARK BOARD's repayment of all monies that are demanded by the IDC and are in fact required to be repaid by the PARK BOARD under Article II hereof. Upon termination of this Agreement, all rights, duties and obligations of any kind under this Agreement shall automatically expire and terminate and be of no other force and effect.

H. Interpretation. Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement will therefore, be deemed to have been negotiated and prepared at the joint request, direction, and construction of the parties, at arm's length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.

I. No Joint Venture. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties.

J. Survival of Terms. All rights, duties, liabilities, and obligations accrued prior to termination will survive termination.

K Public Information. Information provided by or on behalf of the PARK BOARD under or pursuant to this Agreement that the PARK BOARD considers as proprietary shall be marked as such and will be maintained as confidential to the extent allowed by law. If proprietary financial or trade secret information is requested under the Texas Public Information Act, the IDC shall follow the standards set out in the Act and under the Texas Attorney General's procedures for such requests, and the PARK BOARD shall be responsible for defending the confidentiality of such information. Other

records and information provided to the IDC and its representatives to verify compliance with this Agreement shall be available for public inspection.

L. Counterparts. This Agreement may be executed in several identical counterparts by the parties and each counterpart, when so executed and delivered, shall constitute an original instrument.

M. Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof.

EXECUTED AND EFFECTIVE, as of the date first indicated above, by the CITY OF GALVESTON, TEXAS, INDUSTRIAL DEVELOPMENT CORPORATION, by and through its Board President, duly authorized to execute same by action of its Board; and by the GALVESTON ISLAND PARK BOARD OF TRUSTEES acting through its duly authorized official.

CITY OF GALVESTON, TEXAS,

INDUSTRIAL DEVELOPMENT CORPORATION

By: _____
Name: James D. Yarbrough
Title: President, Board of Directors
Date: _____

ATTEST:

By: _____
Name: Brandon Cook
Title: Secretary, Board of Directors

APPROVED AS TO FORM:

GALVESTON ISLAND PARK BOARD OF TRUSTEES

By: _____
Name:
Title: President
Date: _____

ATTEST:

By: _____
Name:
Title: Secretary

APPROVED AS TO FORM:

By: _____
Name: Arthur L. Pertile, III
Title Counsel for the Corporation

By: _____
Name:
Title: Attorney

EXHIBIT A
GRANT APPLICATION TO IDC

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF GALVESTON APPROVING AS A PROJECT THE DEVELOPMENT OF THE NECESSARY DESIGN AND SPECIFICATION DOCUMENTS THAT WOULD SUPPORT THE CONSTRUCTION OF AN OFFSHORE BREAKWATER THAT WOULD HELP MODIFY AND BETTER CONTROL THE MOVEMENT OF SEDIMENT IN THE DELLANERA BEACH AREA.

* * * * * * * *

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF GALVESTON:

Section 1. The Board of Directors of the Industrial Development Corporation of the City of Galveston does hereby find that the expenditures provided for in this project are required and suitable for infrastructure necessary to promote or develop new or expanded business enterprises limited to beach remediation along the Gulf of Mexico in accordance with Section 501.103 of the Texas Local Government Code.

Section 2. The Board of Directors of the Industrial Development Corporation of the City of Galveston ("IDC") does hereby approve the following described project:

The project is an engineering and design project that will support the construction of an offshore breakwater that would help modify and better control the movement of sediment in the Dellanera Beach area.

Section 3. The anticipated cost of the project is Two Hundred Twenty-Two Thousand Dollars ($222,000.00) plus legal and administrative costs.

Section 4. A public hearing before the Industrial Development Corporation of the City of Galveston is hereby called regarding the proposed Project. Said public hearing shall be held at 9:00 o'clock a.m., on _____ __, 2020, at City Hall 823 Rosenberg Room 204 Galveston, Texas.

Section 5. A notice of such public hearing to be published in a newspaper of general circulation within the City of Galveston, Texas, in the form attached hereto as Exhibit "A."

PASSED, APPROVED, AND RESOLVED on this _ day of _____ 2020.

_____
James D. Yarbrough, President
Board of Directors

ATTEST:

_____
Brandon Cook, Secretary
Board of Directors

APPROVED AS TO FORM:

_____
Arthur L. Pertile, III
Counsel for the Corporation

Exhibit "A"
INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF GALVESTON
NOTICE OF PROJECT AND NOTICE OF PUBLIC HEARING

The Industrial Development Corporation of the City of Galveston ("IDC") hereby gives notice pursuant to Section 505.159 of the Texas Local Government Code that the Corporation has adopted, as a project the following:

The project is an engineering and design project that will support the construction of an offshore breakwater that would help modify and better control the movement of sediment in the Dellanera Beach area.

The anticipated cost of the project is Two Hundred Twenty-Two Thousand Dollars ($222,000.00) plus legal and administrative costs.

The Corporation hereby gives notice that it will conduct a public hearing to solicit citizen input on the proposed Project. The public hearing shall be held at 9:00 o'clock a.m., on ___ __, 2020, at City Hall 823 Rosenberg Room 204 Galveston, Texas. Interested citizens are invited to attend and will be given an opportunity to be heard.

ECONOMIC DEVELOPMENT GRANT AGREEMENT BETWEEN THE GALVESTON ISLAND PARK BOARD OF TRUSTEES AND THE INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF GALVESTON, TEXAS

This Agreement is entered into this _____ day of _____, 2020, by and between the Galveston Island Park Board of Trustees (the "PARK BOARD"), and the Industrial Development Corporation of the City of Galveston, Texas (the "IDC"), a Texas nonprofit corporation established pursuant to the Development Corporation Act of 1979 and now codified in Chapters 501, 502, and 505 of the Texas Local Government Code (hereafter referred to as the "Act").

WITNESSETH:

WHEREAS, pursuant to the Act, the IDC is authorized to provide funding relating to projects that the IDC finds to be encompassed within the definition of "Projects," as that word is defined by Chapters 501 and 505 of the Act; and

WHEREAS, The IDC has approved as a project of the Corporation, the Sand Management Plan Update that will assist in beach remediation along the Gulf of Mexico; and

WHEREAS, the PARK BOARD has applied for a grant from the IDC for assistance in beach remediation along the Gulf of Mexico; and

WHEREAS, the IDC has determined that such a grant complies with the Act and is in keeping with the mission of IDC.

NOW, THEREFORE, for and in consideration of the recitals set forth above and the promises made herein, the PARK BOARD and the IDC agree as follows:

ARTICLE I.
IDC'S OBLIGATIONS

Subject to the terms and conditions set forth in Article II hereof, upon execution of this Agreement, the IDC will provide a grant to the PARK BOARD as follows:

The IDC agrees to pay to the Park Board is Two Hundred Forty Thousand Dollars ($222,000.00) for an engineering and design project that will support the construction of

an offshore breakwater that would help modify and better control the movement of sediment in the Dellanera Beach area.

ARTICLE II.
PARK BOARD'S OBLIGATIONS

A. Following the execution of this Agreement, the PARK BOARD shall begin efforts for engineering and designing that will create the specifications for an engineering and design project that will support the construction of an offshore breakwater that would help modify and better control the movement of sediment in the Dellanera Beach area. The PARK BOARD understands and agrees that, in the event termination of this Agreement by the PARK BOARD, or pursuant to Article V of this Agreement, the PARK BOARD shall reimburse the IDC the full amount of money paid by the IDC to the PARK BOARD.

B. In accordance with Chapter 2264 of the Texas Government Code, the PARK BOARD agrees not to knowingly employ any person who is not lawfully admitted for permanent residence to the United States or who is not authorized under law to be employed in the United States. During the term of this Agreement, the PARK BOARD shall notify the IDC of any complaint brought against PARK BOARD alleging that it has employed undocumented workers. If the PARK BOARD, or any branch, division or department of the PARK BOARD is convicted of a violation under 8 U.S.C. Section 1324a (f), the total amount of economic development grants it has received, together with interest at the rate of five percent (5%), shall be repaid by the PARK BOARD to the IDC not later than the one hundred twentieth (120th) day after the date the IDC becomes aware of and notifies the PARK BOARD of the violation. The PARK BOARD shall not be liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee, or by any person with whom the PARK BOARD contracts. The PARK BOARD shall reimburse the IDC the required amount within thirty (30) days of the termination of this Agreement.

C. The PARK BOARD shall keep and maintain complete and accurate records relating to its hiring and employment of persons, which is separate and identifiable from its other records, and shall make such records available for not less than three (3) years following termination of this Agreement. The IDC and its representatives shall be entitled

to inspect said records during the term of this Agreement and for three (3) years thereafter, upon reasonable notice to the PARK BOARD. The PARK BOARD's failure to comply with this provision will constitute a breach of the Agreement.

ARTICLE III.
PARK BOARD 'S REPRESENTATIONS AND WARRANTIES

The PARK BOARD represents and warrants, as of the date hereof, that:

1. The PARK BOARD is a governmental entity of the State of Texas;

2. Execution of this Agreement has been duly authorized by the PARK BOARD governing body and this Agreement is not in contravention of the PARK BOARD's governing body authority or any agreement or instrument to which the PARK BOARD is a party or by which it may be bound as of the date hereof;

3. No litigation or governmental proceeding is pending or, threatened against or affecting the PARK BOARD that may result in a material adverse change in the PARK BOARD's business, properties, or operations sufficient to jeopardize the PARK BOARD's legal existence; and

4. No written application, written statement, or correspondence submitted by the PARK BOARD to the IDC in connection with this Agreement, or in connection with any transaction contemplated hereby contains any untrue statement of a material fact or fails to state any material fact necessary to keep the statements contained therein from being misleading. The PARK BOARD agrees that, upon execution of this Agreement, its application shall be attached and incorporated for all purposes.

Except as expressly set forth in this Article III, the PARK BOARD makes no other representation or warranty of any kind in connection with or related to the provisions of this Agreement.

ARTICLE IV.
IDC'S REPRESENTATIONS AND WARRANTIES

The IDC represents and warrants, as of the date hereof, that:

1. The IDC, to the best of the knowledge of its Board of Directors, is legally authorized to enter into this Agreement by virtue of the statute under which it is governed and by the authorities and powers vested in it as a corporation duly and properly organized under the Act;

2. The execution of this Agreement has been duly authorized by the IDC;

3. No litigation or governmental proceeding is pending, or, to the knowledge of any of the IDC's officers, threatened against or affecting the IDC, that may result in the IDC's inability to meet its obligations under this Agreement; and

4. The IDC has no reasonable basis for believing that it has or will have incurred debts beyond its ability to pay as such debts mature, including, but not limited to, the obligations set forth in this Agreement.

Except as expressly set forth in this Article IV, the IDC makes no other representation or warranty of any kind in connection with or related to the provisions of this Agreement.

ARTICLE V.
REMEDIES

A. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement by any party hereto, **or any successor** to such party, such defaulting or breaching party shall, upon written notice from the other party, proceed immediately to cure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice. In the event that remedial action is not taken or not diligently pursued and the default or breach shall not be cured or remedied within a reasonable time (but in no event later than ninety (90) days from the date of notification of such breach), the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, seeking specific performance and/or injunctive relief.

B. Upon breach of this Agreement by either party and the failure to cure as permitted by this Article V, the non-breaching party shall have the sole right and discretion to either terminate this Agreement and/or pursue any and all remedies that may be provided by law and this Agreement. Each party acknowledges and agrees that the

PARK BOARD is not entitled to recover any amounts in excess of the grant money contracted for under this Agreement and that the IDC, pursuant to a breach and failure to cure by the PARK BOARD in accordance with this Agreement, is entitled to recover attorney fees, collection costs, and any other costs due to its pursuit of repayment and remedies under this Agreement.

C. Any delay by any party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights will not, so long as the breach or default by another party is continuing, operate as a waiver of such rights or to deprive it of or limit such rights in any way; nor will any waiver in fact be made by any party with respect to any specific default by any other party except to the extent specifically waived in writing.

ARTICLE VI.
GENERAL PROVISIONS

A. Severability. The provisions of this Agreement are severable and, if for any reason, a provision of this Agreement is determined to be invalid by a court having competent jurisdiction over the subject matter of the invalid provision, the invalidity shall not affect other provisions that can be given effect without the invalid provision. Further, in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

B. Amendment. This Agreement may be amended only by written amendment signed by both parties hereto.

C. Venue. All payments made pursuant to this Agreement and other obligations performed under this Agreement shall be made or performed in Galveston County, Texas. Venue will lie in Galveston County, Texas; and this Agreement is governed by and construed in accordance with the laws of the State of Texas without respect to the conflict of laws thereof.

D. Notices. All notices given with respect to this Agreement must be in writing and will be deemed to have been properly given for all purposes (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day

following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice, or (ii) if personally delivered, on the actual date of delivery, or (iii) if sent by certified U.S. Mail, return receipt requested, postage prepaid, on the fifth (5th) business day following the date of mailing, or (iv) if sent by facsimile, then on the actual date of delivery (as evidenced by a facsimile confirmation), provided that a copy of the facsimile and confirmation is also sent by regular U.S. Mail, addressed as follows:

For the IDC: President
City of Galveston, Texas
Industrial Development Corporation
P.O. Box 779
Galveston, Texas 77553
Facsimile: (409) 797-3521

With a copy to: City Manager
ATTN: Director, Economic Development
City of Galveston
P.O. Box 779
Galveston, Texas 77553
Facsimile: (409) 797-3521

For the PARK BOARD: President

With a copy to: City Attorney
City of Galveston
P. O. Box 779
Galveston, Texas 77553
Facsimile: (409) 797-3531

E. Assignment. This Agreement may not be assigned by either party without the specific prior written consent of the other, which consent will not be unreasonably withheld. In the event that a party consents to any valid assignment of this Agreement by the other party hereto, the assigning party will be relieved of any and all obligations and liabilities on the part of such assigning party under this Agreement.

F. Parties in Interest. Nothing in this Agreement shall entitle any party other than the PARK BOARD or the IDC to any claim, cause of action, remedy or right of any.

G. Term. The term of this Agreement (the "Term") will commence upon execution of this Agreement and shall terminate on the earlier occurrence of: (i) when terminated by mutual agreement of the parties; (ii) when terminated pursuant to Article V hereof; (iii) at the PARK BOARD's sole and absolute discretion upon the PARK BOARD's return of all grant funding to the IDC that it has received under this Agreement; or (iv) upon the PARK BOARD's repayment of all monies that are demanded by the IDC and are in fact required to be repaid by the PARK BOARD under Article II hereof. Upon termination of this Agreement, all rights, duties and obligations of any kind under this Agreement shall automatically expire and terminate and be of no other force and effect.

H. Interpretation. Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement will therefore, be deemed to have been negotiated and prepared at the joint request, direction, and construction of the parties, at arm's length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.

I. No Joint Venture. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties.

J. Survival of Terms. All rights, duties, liabilities, and obligations accrued prior to termination will survive termination.

K Public Information. Information provided by or on behalf of the PARK BOARD under or pursuant to this Agreement that the PARK BOARD considers as proprietary shall be marked as such and will be maintained as confidential to the extent allowed by law. If proprietary financial or trade secret information is requested under the Texas Public Information Act, the IDC shall follow the standards set out in the Act and under the Texas Attorney General's procedures for such requests, and the PARK BOARD shall be responsible for defending the confidentiality of such information. Other records and information provided to the IDC and its representatives to verify

compliance with this Agreement shall be available for public inspection.

L. Counterparts. This Agreement may be executed in several identical counterparts by the parties and each counterpart, when so executed and delivered, shall constitute an original instrument.

M. Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof.

EXECUTED AND EFFECTIVE, as of the date first indicated above, by the CITY OF GALVESTON, TEXAS, INDUSTRIAL DEVELOPMENT CORPORATION, by and through its Board President, duly authorized to execute same by action of its Board; and by the GALVESTON ISLAND PARK BOARD OF TRUSTEES acting through its duly authorized official.

CITY OF GALVESTON, TEXAS,

INDUSTRIAL DEVELOPMENT CORPORATION

By: _____
Name: James D. Yarbrough
Title: President, Board of Directors
Date: _____

ATTEST:

By: _____
Name: Brandon Cook
Title: Secretary, Board of Directors

APPROVED AS TO FORM:

GALVESTON ISLAND PARK BOARD OF TRUSTEES

By: _____
Name:
Title: President
Date: _____

ATTEST:

By: _____
Name:
Title: Secretary

APPROVED AS TO FORM:

By: _____
Name: Arthur L. Pertile, III
Title Counsel for the Corporation

By: _____
Name:
Title: Attorney

EXHIBIT A
GRANT APPLICATION TO IDC

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF GALVESTON, APPROVING AS A PROJECT OF THE CORPORATION FUNDING TO REPAIR DAMAGE FROM HURRICANE HARVEY AT BABE'S BEACH.

* * * * * * * *

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF GALVESTON:

Section 1. The Board of Directors of the Industrial Development Corporation of the City of Galveston does hereby find that the expenditures provided for in this project are required and suitable for infrastructure necessary to promote or develop new or expanded business enterprises limited to beach remediation along the Gulf of Mexico in accordance with Section 501.103 of the Texas Local Government Code.

Section 2. The Board of Directors of the Industrial Development Corporation of the City of Galveston ("IDC") does hereby approve the following described project:

> The project will provide approximately 25% of the cost of the local match for a project to repair the beach damaged by Hurricane Harvey in accordance with the terms and conditions set forth in the application attached hereto as **Exhibit B** and incorporated herein for all purposes.

Section 3. The anticipated cost of the project is Seventy Five Thousand Dollars ($75,000.00) plus legal and administrative costs paid by IDC to use as matching funds.

Section 4. A public hearing before the Industrial Development Corporation of the City of Galveston is hereby called regarding the proposed Project. Said public hearing shall be held at 9:00 o'clock a.m., on _____ __, 2020, at City Hall 823 Rosenberg Room 204 Galveston, Texas.

Section 5. A notice of such public hearing to be published in a newspaper of general circulation within the City of Galveston, Texas, in the form attached hereto as Exhibit "A."

PASSED, APPROVED, AND RESOLVED on this _ day of _____ 2020.

_____
James D. Yarbrough, President
Board of Directors

ATTEST:

_____
, Secretary
Board of Directors

APPROVED AS TO FORM:

_____
Arthur L. Pertile, III
Counsel for the Corporation

Exhibit "A"
INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF GALVESTON
NOTICE OF PROJECT AND NOTICE OF PUBLIC HEARING

The Industrial Development Corporation of the City of Galveston ("IDC") hereby gives notice pursuant to Section 505.159 of the Texas Local Government Code that the Corporation has adopted, as a project the following:

> The project will provide approximately 25% of the cost of the local match for a project to repair the beach damaged by Hurricane Harvey.
>
> The anticipated cost of the project is Seventy Five Thousand Dollars ($75,000.00) plus legal and administrative costs.

The Corporation hereby gives notice that it will conduct a public hearing to solicit citizen input on the proposed Project. The public hearing shall be held at 9:00 o'clock a.m., on ___ __, 2020, at City Hall 823 Rosenberg Room 204 Galveston, Texas. Interested citizens are invited to attend and will be given an opportunity to be heard.

EXHIBIT B

APPLICATION

ECONOMIC DEVELOPMENT GRANT AGREEMENT BETWEEN THE GALVESTON ISLAND PARK BOARD OF TRUSTEES AND THE INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF GALVESTON, TEXAS

This Agreement is entered into this _____ day of _____, 2020, by and between the Galveston Island Park Board of Trustees (the "PARK BOARD"), and the Industrial Development Corporation of the City of Galveston, Texas (the "IDC"), a Texas nonprofit corporation established pursuant to the Development Corporation Act of 1979 and now codified in Chapters 501, 502, and 505 of the Texas Local Government Code (hereafter referred to as the "Act").

WITNESSETH:

WHEREAS, pursuant to the Act, the IDC is authorized to provide funding relating to projects that the IDC finds to be encompassed within the definition of "Projects," as that word is defined by Chapters 501 and 505 of the Act; and

WHEREAS, The IDC has approved as a project of the Corporation, the Sand Management Plan Update that will assist in beach remediation along the Gulf of Mexico; and

WHEREAS, the PARK BOARD has applied for a grant from the IDC for assistance in beach remediation along the Gulf of Mexico; and

WHEREAS, the IDC has determined that such a grant complies with the Act and is in keeping with the mission of IDC.

NOW, THEREFORE, for and in consideration of the recitals set forth above and the promises made herein, the PARK BOARD and the IDC agree as follows:

ARTICLE I.
IDC'S OBLIGATIONS

Subject to the terms and conditions set forth in Article II hereof, upon execution of this Agreement, the IDC will provide a grant to the PARK BOARD as follows:
The IDC agrees to pay to the Park Board Seventy Five Thousand Dollars and No Cents ($75,000.00) to repair damage to Babe's Beach caused by Hurricane Harvey. The funding

will be as a match a FEMA grant program in accordance with the agreement attached hereto as "Exhibit B".

ARTICLE II.
PARK BOARD'S OBLIGATIONS

A. Following the execution of this Agreement, the PARK BOARD shall begin efforts to repair Babe's Beach. The failure by the PARK BOARD to complete the repair of Babe's Beach as described in Article I of this Agreement shall constitute a breach of this Agreement. The PARK BOARD understands and agrees that, in the event termination of this Agreement by the PARK BOARD, or pursuant to Article V of this Agreement, the PARK BOARD shall reimburse the IDC the full amount of money paid by the IDC to the PARK BOARD.

B. In accordance with Chapter 2264 of the Texas Government Code, the PARK BOARD agrees not to knowingly employ any person who is not lawfully admitted for permanent residence to the United States or who is not authorized under law to be employed in the United States. During the term of this Agreement, the PARK BOARD shall notify the IDC of any complaint brought against PARK BOARD alleging that it has employed undocumented workers. If the PARK BOARD, or any branch, division or department of the PARK BOARD is convicted of a violation under 8 U.S.C. Section 1324a (f), the total amount of economic development grants it has received, together with interest at the rate of five percent (5%), shall be repaid by the PARK BOARD to the IDC not later than the one hundred twentieth (120th) day after the date the IDC becomes aware of and notifies the PARK BOARD of the violation. The PARK BOARD shall not be liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee, or by any person with whom the PARK BOARD contracts. The PARK BOARD shall reimburse the IDC the required amount within thirty (30) days of the termination of this Agreement.

C. The PARK BOARD shall keep and maintain complete and accurate records relating to its hiring and employment of persons, which is separate and identifiable from its other records, and shall make such records available for not less than three (3) years following termination of this Agreement. The IDC and its representatives shall be entitled to inspect said records during the term of this Agreement and for three (3) years

thereafter, upon reasonable notice to the PARK BOARD. The PARK BOARD's failure to comply with this provision will constitute a breach of the Agreement.

ARTICLE III.
PARK BOARD 'S REPRESENTATIONS AND WARRANTIES

The PARK BOARD represents and warrants, as of the date hereof, that:

1. The PARK BOARD is a governmental entity of the State of Texas;

2. Execution of this Agreement has been duly authorized by the PARK BOARD governing body and this Agreement is not in contravention of the PARK BOARD's governing body authority or any agreement or instrument to which the PARK BOARD is a party or by which it may be bound as of the date hereof;

3. No litigation or governmental proceeding is pending or, threatened against or affecting the PARK BOARD that may result in a material adverse change in the PARK BOARD's business, properties, or operations sufficient to jeopardize the PARK BOARD's legal existence; and

4. No written application, written statement, or correspondence submitted by the PARK BOARD to the IDC in connection with this Agreement, or in connection with any transaction contemplated hereby contains any untrue statement of a material fact or fails to state any material fact necessary to keep the statements contained therein from being misleading. The PARK BOARD agrees that, upon execution of this Agreement, its application shall be attached and incorporated for all purposes.

Except as expressly set forth in this Article III, the PARK BOARD makes no other representation or warranty of any kind in connection with or related to the provisions of this Agreement.

ARTICLE IV.
IDC'S REPRESENTATIONS AND WARRANTIES

The IDC represents and warrants, as of the date hereof, that:

1. The IDC, to the best of the knowledge of its Board of Directors, is legally authorized to enter into this Agreement by virtue of the statute under which it is governed and by the authorities and powers vested in it as a corporation duly and properly organized under the Act;

2. The execution of this Agreement has been duly authorized by the IDC;

3. No litigation or governmental proceeding is pending, or, to the knowledge of any of the IDC's officers, threatened against or affecting the IDC, that may result in the IDC's inability to meet its obligations under this Agreement; and

4. The IDC has no reasonable basis for believing that it has or will have incurred debts beyond its ability to pay as such debts mature, including, but not limited to, the obligations set forth in this Agreement.

Except as expressly set forth in this Article IV, the IDC makes no other representation or warranty of any kind in connection with or related to the provisions of this Agreement.

ARTICLE V.
REMEDIES

A. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement by any party hereto, **or any successor** to such party, such defaulting or breaching party shall, upon written notice from the other party, proceed immediately to cure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice. In the event that remedial action is not taken or not diligently pursued and the default or breach shall not be cured or remedied within a reasonable time (but in no event later than ninety (90) days from the date of notification of such breach), the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, seeking specific performance and/or injunctive relief.

B. Upon breach of this Agreement by either party and the failure to cure as permitted by this Article V, the non-breaching party shall have the sole right and discretion to either terminate this Agreement and/or pursue any and all remedies that may be provided by law and this Agreement. Each party acknowledges and agrees that the

PARK BOARD is not entitled to recover any amounts in excess of the grant money contracted for under this Agreement and that the IDC, pursuant to a breach and failure to cure by the PARK BOARD in accordance with this Agreement, is entitled to recover attorney fees, collection costs, and any other costs due to its pursuit of repayment and remedies under this Agreement.

C. Any delay by any party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights will not, so long as the breach or default by another party is continuing, operate as a waiver of such rights or to deprive it of or limit such rights in any way; nor will any waiver in fact be made by any party with respect to any specific default by any other party except to the extent specifically waived in writing.

ARTICLE VI.
GENERAL PROVISIONS

A. Severability. The provisions of this Agreement are severable and, if for any reason, a provision of this Agreement is determined to be invalid by a court having competent jurisdiction over the subject matter of the invalid provision, the invalidity shall not affect other provisions that can be given effect without the invalid provision. Further, in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

B. Amendment. This Agreement may be amended only by written amendment signed by both parties hereto.

C. Venue. All payments made pursuant to this Agreement and other obligations performed under this Agreement shall be made or performed in Galveston County, Texas. Venue will lie in Galveston County, Texas; and this Agreement is governed by and construed in accordance with the laws of the State of Texas without respect to the conflict of laws thereof.

D. Notices. All notices given with respect to this Agreement must be in writing and will be deemed to have been properly given for all purposes (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier unless such carrier confirms such notice

was not delivered, then on the day such carrier actually delivers such notice, or (ii) if personally delivered, on the actual date of delivery, or (iii) if sent by certified U.S. Mail, return receipt requested, postage prepaid, on the fifth (5th) business day following the date of mailing, or (iv) if sent by facsimile, then on the actual date of delivery (as evidenced by a facsimile confirmation), provided that a copy of the facsimile and confirmation is also sent by regular U.S. Mail, addressed as follows:

For the IDC: President
City of Galveston, Texas
Industrial Development Corporation
P.O. Box 779
Galveston, Texas 77553
Facsimile: (409) 797-3521

With a copy to: City Manager
ATTN: Director, Economic Development
City of Galveston
P.O. Box 779
Galveston, Texas 77553
Facsimile: (409) 797-3521

For the PARK BOARD : President

With a copy to: City Attorney
City of Galveston
P. O. Box 779
Galveston, Texas 77553
Facsimile: (409) 797-3531

E. Assignment. This Agreement may not be assigned by either party without the specific prior written consent of the other, which consent will not be unreasonably withheld. In the event that a party consents to any valid assignment of this Agreement by the other party hereto, the assigning party will be relieved of any and all obligations and liabilities on the part of such assigning party under this Agreement.

F. Parties in Interest. Nothing in this Agreement shall entitle any party other than the PARK BOARD or the IDC to any claim, cause of action, remedy or right of any.

G. Term. The term of this Agreement (the "Term") will commence upon execution of this Agreement and shall terminate on the earlier occurrence of: (i) when terminated by mutual agreement of the parties; (ii) when terminated pursuant to Article V hereof; (iii) at the PARK BOARD's sole and absolute discretion upon the PARK BOARD's return of all grant funding to the IDC that it has received under this Agreement; or (iv) upon the PARK BOARD's repayment of all monies that are demanded by the IDC and are in fact required to be repaid by the PARK BOARD under Article II hereof. Upon termination of this Agreement, all rights, duties and obligations of any kind under this Agreement shall automatically expire and terminate and be of no other force and effect.

H. Interpretation. Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement will therefore, be deemed to have been negotiated and prepared at the joint request, direction, and construction of the parties, at arm's length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.

I. No Joint Venture. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties.

J. Survival of Terms. All rights, duties, liabilities, and obligations accrued prior to termination will survive termination.

K Public Information. Information provided by or on behalf of the PARK BOARD under or pursuant to this Agreement that the PARK BOARD considers as proprietary shall be marked as such and will be maintained as confidential to the extent allowed by law. If proprietary financial or trade secret information is requested under the Texas Public Information Act, the IDC shall follow the standards set out in the Act and under the Texas Attorney General's procedures for such requests, and the PARK BOARD shall be responsible for defending the confidentiality of such information. Other records and information provided to the IDC and its representatives to verify compliance with this Agreement shall be available for public inspection.

L. Counterparts. This Agreement may be executed in several identical counterparts by the parties and each counterpart, when so executed and delivered, shall constitute an original instrument.

M. Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof.

EXECUTED AND EFFECTIVE, as of the date first indicated above, by the PARK CITY OF GALVESTON, TEXAS, INDUSTRIAL DEVELOPMENT CORPORATION, by and through its Board President, duly authorized to execute same by action of its Board; and by the GALVESTON ISLAND PARK BOARD OF TRUSTEES acting through its duly authorized official.

CITY OF GALVESTON, TEXAS,

INDUSTRIAL DEVELOPMENT CORPORATION

By: _____
Name: James D. Yarbrough
Title: President, Board of Directors
Date: _____

ATTEST:

By: _____
Name: Brandon Cook
Title: Secretary, Board of Directors

APPROVED AS TO FORM:

By: _____
Name: Arthur L. Pertile, III

GALVESTON ISLAND PARK BOARD OF TRUSTEES

By: _____
Name:
Title: President
Date: _____

ATTEST:

By: _____
Name:
Title: Secretary

APPROVED AS TO FORM:

By: _____
Name:

Title Counsel for the Corporation

Title: Attorney

EXHIBIT A
GRANT APPLICATION TO IDC

EXHIBIT B
FEMA GRANT AGREEMENT

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF GALVESTON APPROVING AS A PROJECT THE ENGINEERING AND DESIGN SPECIFICATIONS TO UNDERTAKE A LARGE SCALE BEACH NOURISHMENT PROJECT IN THE 8-MILE ROAD AREA.

* * * * * * * *

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF GALVESTON:

Section 1. The Board of Directors of the Industrial Development Corporation of the City of Galveston does hereby find that the expenditures provided for in this project are required and suitable for infrastructure necessary to promote or develop new or expanded business enterprises limited to beach remediation along the Gulf of Mexico in accordance with Section 501.103 of the Texas Local Government Code.

Section 2. The Board of Directors of the Industrial Development Corporation of the City of Galveston ("IDC") does hereby approve the following described project:

The project will provide the $240,000 local match requirement for a grant award from the GLO CEPRA grant program. The project is an engineering and design project that will create the specifications to undertake a large scale beach nourishment project in the 8-Mile Road area, designing an approximate 1-mile of beachfront.

Section 3. The anticipated cost of the project is Two Hundred Forty Thousand Dollars ($240,000.00) plus legal and administrative costs paid by IDC costs to use as matching funds with the Texas General Land Office CEPRA grant program.

Section 4. A public hearing before the Industrial Development Corporation of the City of Galveston is hereby called regarding the proposed Project. Said public hearing shall be held at 9:00 o'clock a.m., on _____ __, 2020, at City Hall 823 Rosenberg Room 204 Galveston, Texas.

Section 5. A notice of such public hearing to be published in a newspaper of general circulation within the City of Galveston, Texas, in the form attached hereto as Exhibit "A."

PASSED, APPROVED, AND RESOLVED on this _ day of _____ 2020.

_____
James D. Yarbrough, President
Board of Directors

ATTEST:

_____
Brandon Cook, Secretary
Board of Directors

APPROVED AS TO FORM:

_____
Arthur L. Pertile, III
Counsel for the Corporation

Exhibit "A"
INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF GALVESTON
NOTICE OF PROJECT AND NOTICE OF PUBLIC HEARING

The Industrial Development Corporation of the City of Galveston ("IDC") hereby gives notice pursuant to Section 505.159 of the Texas Local Government Code that the Corporation has adopted, as a project the following:

The project will provide the $240,000 local match requirement for a grant award from the GLO CEPRA grant program. The project is an engineering and design project that will create the specifications to undertake a large scale beach nourishment project in the 8-Mile Road area, designing an approximate 1-mile of beachfront.

The anticipated cost of the project is Two Hundred Forty Thousand Dollars ($240,000.00) plus legal and administrative costs.

The Corporation hereby gives notice that it will conduct a public hearing to solicit citizen input on the proposed Project. The public hearing shall be held at 9:00 o'clock a.m., on ___ __, 2020, at City Hall 823 Rosenberg Room 204 Galveston, Texas. Interested citizens are invited to attend and will be given an opportunity to be heard.

ECONOMIC DEVELOPMENT GRANT AGREEMENT BETWEEN THE GALVESTON ISLAND PARK BOARD OF TRUSTEES AND THE INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF GALVESTON, TEXAS

This Agreement is entered into this _____ day of _____, 2020, by and between the Galveston Island Park Board of Trustees (the "PARK BOARD"), and the Industrial Development Corporation of the City of Galveston, Texas (the "IDC"), a Texas nonprofit corporation established pursuant to the Development Corporation Act of 1979 and now codified in Chapters 501, 502, and 505 of the Texas Local Government Code (hereafter referred to as the "Act").

WITNESSETH:

WHEREAS, pursuant to the Act, the IDC is authorized to provide funding relating to projects that the IDC finds to be encompassed within the definition of "Projects," as that word is defined by Chapters 501 and 505 of the Act; and

WHEREAS, The IDC has approved as a project of the Corporation, the Sand Management Plan Update that will assist in beach remediation along the Gulf of Mexico; and

WHEREAS, the PARK BOARD has applied for a grant from the IDC for assistance in beach remediation along the Gulf of Mexico; and

WHEREAS, the IDC has determined that such a grant complies with the Act and is in keeping with the mission of IDC.

NOW, THEREFORE, for and in consideration of the recitals set forth above and the promises made herein, the PARK BOARD and the IDC agree as follows:

ARTICLE I.
IDC'S OBLIGATIONS

Subject to the terms and conditions set forth in Article II hereof, upon execution of this Agreement, the IDC will provide a grant to the PARK BOARD as follows:

The IDC agrees to pay to the Park Board is Two Hundred Forty Thousand Dollars ($240,000.00) for an engineering and design project that will create the specifications to

undertake a large scale beach nourishment project in the 8-Mile Road area; designing an approximate 1-mile of beach.

ARTICLE II.
PARK BOARD'S OBLIGATIONS

A. Following the execution of this Agreement, the PARK BOARD shall begin efforts for engineering and designing that will create the specifications to undertake a large scale beach nourishment project in the 8-Mile Road area; designing an approximate 1-mile of beach as described in Article I of this Agreement. The PARK BOARD understands and agrees that, in the event termination of this Agreement by the PARK BOARD, or pursuant to Article V of this Agreement, the PARK BOARD shall reimburse the IDC the full amount of money paid by the IDC to the PARK BOARD.

B. In accordance with Chapter 2264 of the Texas Government Code, the PARK BOARD agrees not to knowingly employ any person who is not lawfully admitted for permanent residence to the United States or who is not authorized under law to be employed in the United States. During the term of this Agreement, the PARK BOARD shall notify the IDC of any complaint brought against PARK BOARD alleging that it has employed undocumented workers. If the PARK BOARD, or any branch, division or department of the PARK BOARD is convicted of a violation under 8 U.S.C. Section 1324a (f), the total amount of economic development grants it has received, together with interest at the rate of five percent (5%), shall be repaid by the PARK BOARD to the IDC not later than the one hundred twentieth (120th) day after the date the IDC becomes aware of and notifies the PARK BOARD of the violation. The PARK BOARD shall not be liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee, or by any person with whom the PARK BOARD contracts. The PARK BOARD shall reimburse the IDC the required amount within thirty (30) days of the termination of this Agreement.

C. The PARK BOARD shall keep and maintain complete and accurate records relating to its hiring and employment of persons, which is separate and identifiable from its other records, and shall make such records available for not less than three (3) years following termination of this Agreement. The IDC and its representatives shall be entitled to inspect said records during the term of this Agreement and for three (3) years

thereafter, upon reasonable notice to the PARK BOARD. The PARK BOARD's failure to comply with this provision will constitute a breach of the Agreement.

ARTICLE III.
PARK BOARD 'S REPRESENTATIONS AND WARRANTIES

The PARK BOARD represents and warrants, as of the date hereof, that:

1. The PARK BOARD is a governmental entity of the State of Texas;

2. Execution of this Agreement has been duly authorized by the PARK BOARD governing body and this Agreement is not in contravention of the PARK BOARD's governing body authority or any agreement or instrument to which the PARK BOARD is a party or by which it may be bound as of the date hereof;

3. No litigation or governmental proceeding is pending or, threatened against or affecting the PARK BOARD that may result in a material adverse change in the PARK BOARD's business, properties, or operations sufficient to jeopardize the PARK BOARD's legal existence; and

4. No written application, written statement, or correspondence submitted by the PARK BOARD to the IDC in connection with this Agreement, or in connection with any transaction contemplated hereby contains any untrue statement of a material fact or fails to state any material fact necessary to keep the statements contained therein from being misleading. The PARK BOARD agrees that, upon execution of this Agreement, its application shall be attached and incorporated for all purposes.

Except as expressly set forth in this Article III, the PARK BOARD makes no other representation or warranty of any kind in connection with or related to the provisions of this Agreement.

ARTICLE IV.
IDC'S REPRESENTATIONS AND WARRANTIES

The IDC represents and warrants, as of the date hereof, that:

1. The IDC, to the best of the knowledge of its Board of Directors, is legally authorized to enter into this Agreement by virtue of the statute under which it is

governed and by the authorities and powers vested in it as a corporation duly and properly organized under the Act;

2. The execution of this Agreement has been duly authorized by the IDC;

3. No litigation or governmental proceeding is pending, or, to the knowledge of any of the IDC's officers, threatened against or affecting the IDC, that may result in the IDC's inability to meet its obligations under this Agreement; and

4. The IDC has no reasonable basis for believing that it has or will have incurred debts beyond its ability to pay as such debts mature, including, but not limited to, the obligations set forth in this Agreement.

Except as expressly set forth in this Article IV, the IDC makes no other representation or warranty of any kind in connection with or related to the provisions of this Agreement.

ARTICLE V.
REMEDIES

A. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement by any party hereto, **or any successor** to such party, such defaulting or breaching party shall, upon written notice from the other party, proceed immediately to cure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice. In the event that remedial action is not taken or not diligently pursued and the default or breach shall not be cured or remedied within a reasonable time (but in no event later than ninety (90) days from the date of notification of such breach), the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, seeking specific performance and/or injunctive relief.

B. Upon breach of this Agreement by either party and the failure to cure as permitted by this Article V, the non-breaching party shall have the sole right and discretion to either terminate this Agreement and/or pursue any and all remedies that may be provided by law and this Agreement. Each party acknowledges and agrees that the PARK BOARD is not entitled to recover any amounts in excess of the grant money contracted for under this Agreement and that the IDC, pursuant to a breach and failure to cure by the PARK BOARD in accordance with this Agreement, is entitled to recover

attorney fees, collection costs, and any other costs due to its pursuit of repayment and remedies under this Agreement.

C. Any delay by any party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights will not, so long as the breach or default by another party is continuing, operate as a waiver of such rights or to deprive it of or limit such rights in any way; nor will any waiver in fact be made by any party with respect to any specific default by any other party except to the extent specifically waived in writing.

ARTICLE VI.
GENERAL PROVISIONS

A. Severability. The provisions of this Agreement are severable and, if for any reason, a provision of this Agreement is determined to be invalid by a court having competent jurisdiction over the subject matter of the invalid provision, the invalidity shall not affect other provisions that can be given effect without the invalid provision. Further, in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

B. Amendment. This Agreement may be amended only by written amendment signed by both parties hereto.

C. Venue. All payments made pursuant to this Agreement and other obligations performed under this Agreement shall be made or performed in Galveston County, Texas. Venue will lie in Galveston County, Texas; and this Agreement is governed by and construed in accordance with the laws of the State of Texas without respect to the conflict of laws thereof.

D. Notices. All notices given with respect to this Agreement must be in writing and will be deemed to have been properly given for all purposes (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice, or (ii) if personally delivered, on the actual date of delivery, or (iii) if sent by certified U.S. Mail,

return receipt requested, postage prepaid, on the fifth (5th) business day following the date of mailing, or (iv) if sent by facsimile, then on the actual date of delivery (as evidenced by a facsimile confirmation), provided that a copy of the facsimile and confirmation is also sent by regular U.S. Mail, addressed as follows:

For the IDC: President
City of Galveston, Texas
Industrial Development Corporation
P.O. Box 779
Galveston, Texas 77553
Facsimile: (409) 797-3521

With a copy to: City Manager
ATTN: Director, Economic Development
City of Galveston
P.O. Box 779
Galveston, Texas 77553
Facsimile: (409) 797-3521

For the PARK BOARD : President

With a copy to: City Attorney
City of Galveston
P. O. Box 779
Galveston, Texas 77553
Facsimile: (409) 797-3531

E. Assignment. This Agreement may not be assigned by either party without the specific prior written consent of the other, which consent will not be unreasonably withheld. In the event that a party consents to any valid assignment of this Agreement by the other party hereto, the assigning party will be relieved of any and all obligations and liabilities on the part of such assigning party under this Agreement.

F. Parties in Interest. Nothing in this Agreement shall entitle any party other than the PARK BOARD or the IDC to any claim, cause of action, remedy or right of any.

G. Term. The term of this Agreement (the "Term") will commence upon execution of this Agreement and shall terminate on the earlier occurrence of: (i) when terminated by mutual agreement of the parties; (ii) when terminated pursuant to Article V

hereof; (iii) at the PARK BOARD's sole and absolute discretion upon the PARK BOARD's return of all grant funding to the IDC that it has received under this Agreement; or (iv) upon the PARK BOARD's repayment of all monies that are demanded by the IDC and are in fact required to be repaid by the PARK BOARD under Article II hereof. Upon termination of this Agreement, all rights, duties and obligations of any kind under this Agreement shall automatically expire and terminate and be of no other force and effect.

H. Interpretation. Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement will therefore, be deemed to have been negotiated and prepared at the joint request, direction, and construction of the parties, at arm's length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.

I. No Joint Venture. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties.

J. Survival of Terms. All rights, duties, liabilities, and obligations accrued prior to termination will survive termination.

K Public Information. Information provided by or on behalf of the PARK BOARD under or pursuant to this Agreement that the PARK BOARD considers as proprietary shall be marked as such and will be maintained as confidential to the extent allowed by law. If proprietary financial or trade secret information is requested under the Texas Public Information Act, the IDC shall follow the standards set out in the Act and under the Texas Attorney General's procedures for such requests, and the PARK BOARD shall be responsible for defending the confidentiality of such information. Other records and information provided to the IDC and its representatives to verify compliance with this Agreement shall be available for public inspection.

L. Counterparts. This Agreement may be executed in several identical counterparts by the parties and each counterpart, when so executed and delivered, shall constitute an original instrument.

M. Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof.

EXECUTED AND EFFECTIVE, as of the date first indicated above, by the CITY OF GALVESTON, TEXAS, INDUSTRIAL DEVELOPMENT CORPORATION, by and through its Board President, duly authorized to execute same by action of its Board; and by the GALVESTON ISLAND PARK BOARD OF TRUSTEES acting through its duly authorized official.

CITY OF GALVESTON, TEXAS,

INDUSTRIAL DEVELOPMENT CORPORATION

By: _____
Name: James D. Yarbrough
Title: President, Board of Directors
Date: _____

ATTEST:

By: _____
Name: Brandon Cook
Title: Secretary, Board of Directors

APPROVED AS TO FORM:

By: _____
Name: Arthur L. Pertile, III
Title Counsel for the Corporation

GALVESTON ISLAND PARK BOARD OF TRUSTEES

By: _____
Name:
Title: President
Date: _____

ATTEST:

By: _____
Name:
Title: Secretary

APPROVED AS TO FORM:

By: _____
Name:
Title: Attorney

EXHIBIT A
GRANT APPLICATION TO IDC

CITY OF GALVESTON
IDC BEACH SILO
5 YR FORECAST
5/15/2020

GALVESTON Texas
INDUSTRIAL DEVELOPMENT CORPORATION

		FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
1	Est. AVAILABLE TO APPROP as of 9/30	3,761,779	3,647,523	1,620,157	2,454,138	219,226
2	PROJECTED REVENUE (7)	1,175,000	1,219,650	1,265,997	1,314,105	1,364,041
3	PROJECTED INTEREST EARNED	16,000	16,000	16,000	16,000	16,000
4	**TOTAL PROJECTED REVENUE for F.Y.**	**4,952,779**	**4,883,173**	**2,902,154**	**3,784,242**	**1,599,267**
		FY 2020	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**
5	Operating Expenses	453,016	448,016	448,016	448,016	448,016
6	Stewart Beach Seaweed- Babe's Beach Vegetation Mit. (1)	190,000				
7	Design for End of Seawall/Dellanera Offshore Breakwater (2)	222,000				
8	Babe's Beach USACE BUDM Renourishment (3)		2,500,000		2,500,000	
9	Seawall Urban Park 12th to 61st Renourishment (4)				500,000	
10	Design for 8 Mile Road Project (5)		240,000			
11	Construction for Dellanera Offshore Breakwater (6)				117,000	
12	Babe's Beach FEMA Harvey Repair (8)		75,000			
13	Stewart Beach On-Beach Parking Regrading Project (9)	440,240				
14	**TOTAL PROJECTED COST**	**1,305,256**	**3,263,016**	**448,016**	**3,565,016**	**448,016**
16	TOTAL AVAILABLE	3,647,523	1,620,157	2,454,138	219,226	1,151,251

Footnotes:

(1) Moving vegetation to Babe's Beach and redistributing seaweed stockpiles; GLO requirement
(2) Engineering Design to 65% year one; completion in year 2
(3) All three Projects total $24 Million and assume $18 Million of CEPRA and/or RESTORE Act Funding
(4) Placeholder for future project
(5) IDC funds will be used with GLO funds; GLO will run contract through CEPRA program
(6) If go the HMP route this would be the IDC contribution used with the GLO through the CEPRA Program
(7) Projected Sales Tax Revenue increase is 3.8% per year, in accordance with the City's "Long Range Financial Forecast - FY 2020-24."
(8) IDC funds will be used with GLO funds; GLO will run contract through CEPRA program
(9) Partial component of a larger scope of work; remaining funds coming from Park Board and other potential sources

VIII. A

ARTICLES OF INCORPORATION

OF

INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF GALVESTON

We, the undersigned natural persons, each of whom is at least eighteen (18) years of age or more, and a resident and a qualified voter of the City of Galveston, Texas (the "City") and a citizen of the State of Texas, acting as incorporators of a corporation under the provisions of Article 5190.6, Section 4B, Vernon's Texas Civil Statutes (the "Act"), do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the corporation is INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF GALVESTON.

ARTICLE II

The Corporation is a public non-profit corporation.

ARTICLE III

The period of its duration is perpetual.

ARTICLE IV

The Corporation is organized for the purpose of aiding, assisting, and acting on behalf of the City in the undertaking and completing of the project which shall mean land, buildings, equipment, facilities and improvements included in the definition of that term under Section 2 of the Act, including recycling facilities, and land, buildings, equipment, facilities and improvements found by the Board of Directors to

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

(b) promote or develop new or expanded business enterprises, including a project to provide public safety facilities, streets and roads, drainage and related improvements, demolition of existing structures, general municipally owned improvements, as well as any improvements or facilities that are related to any of those projects and any other project that the Board in its discretion determines promotes or develops new or expanded business enterprises.

The Corporation is further organized to aid, assist, and act to facilitate the beach renourishment project between 10th Street and 61st Street.

The Corporation is further organized to aid, assist, and act in the performance of street and drainage improvements.

The Corporation is formed pursuant to the provisions of Section 4B of the Act which authorizes the Corporation to assist and act on behalf of the City and to engage in activities in the furtherance of the purposes of its creation.

The Corporation shall have all powers provided to a Section 4B Corporation by the Act.

The Corporation may issue bonds on behalf of the City. (With Council Approval)

The Corporation shall have and exercise all of the rights, powers, privileges, authority, and functions given by the general laws of Texas to non-profit corporations incorporated under the Act including, without limitation, Article 1396, Vernon's Texas Civil Statutes.

The Corporation shall have all other powers of a like or different nature not prohibited by law which are available to non-profit corporations in Texas and which are necessary or useful to enable the Corporation to perform the purposes for which it is created, including the power to issue bonds, notes or other obligations, and otherwise exercise its borrowing power to accomplish the purposes for which it was created.

The Corporation is created as a local government corporation pursuant to the Act and shall be a governmental unit within the meaning of Subdivision (2), Section 101.001, Civil Practice and Remedies Code. The operations of the Corporation are governmental and not proprietary functions for purposes of the Texas Tort Claims Act, Section 101.001 et seq., Civil Practice and Remedies Code.

ARTICLE V

The Corporation shall have no members and shall have no stock.

ARTICLE VI

All powers of the Corporation shall be vested in a Board consisting of seven (7) persons. Directors of the Corporation ("Director" or "Directors") shall be appointed by position to the Board. Each initial Director named in Article VIII hereof shall serve for the term expiring on the date set forth in Article VIII. Subsequent Directors shall be appointed by the City Council of the City. Each subsequent Director shall serve for a term of two (2) years or until his or her successor is appointed by the City unless such Director has been appointed to fill an unexpired term in which case the term of the Director shall expire on the expiration date of the term of the Director whose position he or she was appointed to fill. Any Director may be removed from office at any time, with or without cause, by the City Council. The number of Directors may only be increased or decreased by an amendment to these Articles of Incorporation as authorized by amendment of the Act.

Board members for each of the following positions shall have experience in the area indicated or hold the position specified below:

(1) Position 1 - Mayor, City of Galveston

(2) Position 2 - Councilmember, City of Galveston

(3) Position 3 - Councilmember, City of Galveston

(4) Position 4 - Councilmember, City of Galveston

(5) Position 5 - Chairperson, Park Board of Trustees, or designee

(6) Position 6 - Chairperson, Galveston Chamber of Commerce, or designee

(7) Positions 7 - Chairperson, Galveston Economic Development Corp., or designee

To be qualified to serve as a Director, a person must be a resident of the City and be at least 18 years old.

All other matters pertaining to the internal affairs of the Corporation shall be governed by the Bylaws of the Corporation, so long as such Bylaws are not inconsistent with these Articles of Incorporation, or the laws of the State of Texas.

ARTICLE VII

The street address of the initial registered office of the Corporation is 823 Rosenberg, Galveston, Texas, 77553, and the name of its initial registered agent at such address is Douglas W. Matthews.

ARTICLE VIII

The number of Directors constituting the Board is seven (7). The names, addresses, positions, and terms of office of the initial Directors, each of whom resides within the City, are:

POS.	NAME	ADDRESS	TERM
1	Barbara K. Crews	823 Rosenberg	August 1, 1994
2	Danny Allen	823 Rosenberg	August 1, 1995
3	Linda Singleton	823 Rosenberg	August 1, 1994
4	Louis Pauls, Jr.	823 Rosenberg	August 1, 1995
5	Lyda Ann Thomas	2100 Seawall Boulevard	August 1, 1994
6	Carolyn Clyburn	2100 Seawall Boulevard	August 1, 1995
7	Irwin M. Herz, Jr.	One Moody Plaza	August 1, 1994

All in the City of Galveston, Texas

ARTICLE IX

The names and street addresses of the incorporators, each of whom resides within the City, are:

NAME	ADDRESS
Gary W. Smith	2620 Christopher Galveston, Texas 77553
Louis Pauls, Jr.	2315 Strand Galveston, Texas 77551
Douglas W. Matthews	823 Rosenberg Galveston, Texas 77551

ARTICLE X

No Director shall be liable to the Corporation for monetary damages for an act or omission in the Director's capacity as a Director, except for liability (i) for any breach of the Director's duty of loyalty to the Corporation, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for any transaction from which the Director received an improper benefit, whether or not the benefit resulted from an act taken within the scope of the Director's office, or (iv) for acts or omissions for which the liability of a Director is expressly provided by statute. Any repeal or amendment of this Article by the Directors shall be prospective only, and shall not adversely affect any limitation on the personal liability of a Director existing at the time of such repeal or amendment. In addition to the circumstances in which a Director is not personally liable as set forth in the preceding sentences, a Director shall not be liable to the fullest extent permitted by any amendment to the Texas statutes hereafter enacted that further limits the liability of a Director.

ARTICLE XI

In accordance with the provisions of Section 501(c)(3) of the Code and regardless of any other provisions of these Articles of Incorporation or the laws of the State of Texas, the Corporation: (a) shall not permit any part of the net earnings of the Corporation to inure to the benefit of any private individual (except that reasonable compensation may be paid for personal services rendered to or for the Corporation in effecting one or more of its purposes); (b) shall not direct any of its activities to attempting to influence legislation by propaganda or otherwise; (c) shall not participate in, or intervene in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office; and (d) shall not attempt to influence the outcome of any election for public office or to carry on, directly or indirectly, any voter registration drives. Any income earned by the Corporation after payment of reasonable expenses, debt and establishing a reserve shall accrue to the City.

The City shall, at all times, have an unrestricted right to receive any income earned by the Corporation, exclusive of amounts needed to cover reasonable expenditures and reasonable reserves for future activities. Unless otherwise directed by the City, any income of the Corporation received by the City shall be deposited into the Civic Center Enterprise Fund, or its successor. No part of the Corporation's income shall inure to the benefit of any private interests.

If the Board of Directors determines by resolution that the purposes for which the Corporation was formed have been substantially met and all bonds issued by and all obligations incurred by the Corporation have been fully paid, the Board shall execute a certificate of dissolution which states those facts and declares the Corporation dissolved in accordance with the requirements of the Act, or with applicable law then in existence. In the event of dissolution or liquidation of the Corporation, all assets will be turned over to the City.

ARTICLE XII

If the Corporation is a private foundation within the meaning of Section 509(a) of the Code, the Corporation: (a) shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Code; (b) shall not engage in any act of self-dealing as defined in Section 4941(d) of the Code; (c) shall not retain any excess business holdings as defined in Section 4943(c) of the Code; (d) shall not make any investments in such manner as to subject it to tax under Section 4944 of the Code; and (e) shall not make any taxable expenditures as defined in Section 4945(d) of the Code.

ARTICLE XIII

On November 8, 1993, the City Council of the City duly adopted a resolution approving the form of these Articles of Incorporation and approving the creation of the Corporation.

IN WITNESS WHEREOF, we have hereunto set our hands this 5th day of November, 1993.

Gary W. Smith

Louis Pauls, Jr.

Douglas W. Matthews

THE STATE OF TEXAS §

COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared Gary W. Smith, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of November, 1993.

My Commission Expires:
August 14, 1997

Notary Public in and for
The State of Texas

THE STATE OF TEXAS §

COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared Louis Pauls, Jr., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of November, 1993.

My Commission Expires:
August 14, 1997

Notary Public in and for
The State of Texas

THE STATE OF TEXAS §

COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared Douglas W. Matthews, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of November, 1993.

My Commission Expires:
August 14, 1997

Notary Public in and for
The State of Texas

AMENDED

BYLAWS

OF

INDUSTRIAL DEVELOPMENT CORPORATION

OF THE CITY OF GALVESTON

A TEXAS NON-PROFIT CORPORATION

Date of Adoption _____

TABLE OF CONTENTS
TO
BYLAWS OF

INDUSTRIAL DEVELOPMENT CORPORATION
OF THE CITY OF GALVESTON
A Texas Non-profit Corporation

ARTICLE I

PURPOSES

ARTICLE II

BOARD OF DIRECTORS

Section 1 Appointment, Classes, Powers, Number, and Term of Office
Section 2 Meetings of Directors
Section 3 Annual Meetings
Section 4 Regular Meetings
Section 5 Special and Emergency Meetings
Section 6 Quorum
Section 7 Conduct of Business
Section 8 Compensation of Directors

ARTICLE III

OFFICERS

Section 1 Titles and Term of Office
Section 2 Powers and Duties of the President
Section 3 Vice President
Section 4 Secretary
Section 5 Treasurer
Section 6 Recording Secretary

ARTICLE IV

MISCELLANEOUS PROVISIONS

Section 1 Fiscal Year
Section 2 Seal
Section 3 Notice and Waiver of Notice
Section 4 Resignations
Section 5 Gender
Section 6 Appropriations and Grants

ARTICLE V

INDEMNIFICATION OF DIRECTOS AND OFFICERS

Section 1 Right of Indemnification
Section 2 Advance Payment
Section 3 Indemnification of Employees and Agents
Section 4 Appearance as a Witness
Section 5 Non-exclusivity of Rights
Section 6 Insurance
Section 7 Notification
Section 8 Savings Clause

ARTICLE VI

PROVISIONS RELATING TO MINORITY CONTRACTING

Section 1 Minority Contracts
Section 2 Disadvantaged Businesses

ARTICLE VII

CODE OF ETHICS

Section 1 Policy and Purposes
Section 2 Conflicts of Interest
Section 3 Acceptance of Gifts
Section 4 Bribery
Section 5 Nepotism

BYLAWS

OF

INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF GALVESTON

ARTICLE I

PURPOSES

Industrial Development Corporation of the City of Galveston the (the "Corporation") is organized for the purpose of aiding, assisting, and acting on behalf of the City of Galveston, Texas (the "City") to promote the common good and general welfare of the City, and to promote, develop, encourage and maintain employment, commerce and economic development in the City. The Corporation is formed pursuant to the provisions of Chapter 505 Texas Local Government Code (the "Act") which authorizes the Corporation to assist and act on behalf of the City and to engage in activities in the furtherance of the purposes for its creation and to issue bonds on behalf of the City with authorization of City Council.

The Corporation is further organized to establish, acquire, lease and lessee or lessor, purchase, construct, improve, enlarge, equip, repair, operate or maintain (any or all) improvements necessary or desirable to the promotion, development and maintenance of employment, commerce and economic development, including those types of projects authorized by Chapter 505 Texas Local Government Code including the prosecution and completion of beach renourishment, economic development, parks and street and drainage improvement projects.

The Corporation shall have and exercise all of the rights, powers, privileges, authority, and functions given by the general laws of Texas to non-profit corporations including, without limitation, Chapter 22 of the Texas Business organization Code. The Corporation shall have all other powers of a like or different nature not prohibited by law which are available to non-profit corporations in Texas and which are necessary or useful to enable the Corporation to perform the purposes for which it is created, including the power to enter into contracts, issue bonds, notes or other obligations with authorization from the City, and otherwise exercise its borrowing power to accomplish the purposes for which it was created.

ARTICLE II

BOARD OF DIRECTORS

Section 1. Appointment, Classes, Powers, Number, and Term of Office. All powers of the Corporation shall be vested in a Board consisting of seven (7) persons. Directors of the Corporation ("Director" or "Directors") shall be appointed by position to the Board. Each initial Director shall serve for the term expiring on the date set forth in the Articles of Incorporation. Subsequent Directors shall be appointed by the City Council of the City. Each subsequent Director shall serve for a term of two (2) years or until his or her successor is appointed by the City unless such Director has been appointed to fill an unexpired term in which case the term of the Director shall expire on the expiration date of the term of the Director whose position he or she was appointed to fill. All positions are subject to a limit of serving three (3) consecutive terms, but this provision shall not be applied individually to a Director, e.g., if a person serves six (6) years in position seven (7) as a City Council appointee, that person is not prohibited from serving in position 2 if elected to City Council and duly appointed by Council. Any Director may be removed from office at any time, with or without cause, by the City Council. The number of Directors may only be increased or decreased by an amendment to the Articles of Incorporation as allowed by amendments to the Act.

Directors for each of the following positions shall have experience in the area indicated or hold the position specified below:

(1) Position 1

(2) Position 2

(3) Position 3

(4) Position 4

(5) Position 5

(6) Positon 6

(7) Position 7

To be qualified to served as a Director, a person must be a resident of the City and be at least 18 years old. No citizen shall be appointed to serve as a member of any board if that person has not been a resident of and domiciled in the City for at least one (1) year immediately preceding the appointment. The residency and domicile requirements for City Council set forth in the Charter shall be applicable to board members; No person shall serve as a member of any advisory board who holds and elective public office unless the person is a member ex officio of such board; No person shall be reappointed to this board if that person has served six (6) consecutive years,

unless such person has been off the board for the length of the term of appointment; No member of this board shall, during the time for which the member is appointed or for two (2) years thereafter, be employed by the Corporation; All meetings of the Corporation shall be open to the public excepting only for executive sessions held to discuss personnel appointments or to discuss matters of competitive concern to the Corporation wherein no formal action is taken; No member of the Board who has a contract with the Corporation shall participate in discussions or vote on any other member's contract with the Corporation; No member of the Corporation, who is related to a person who has a contract with the Corporation shall participate in discussions or vote on any other member's contract with the Corporation. As used in the preceding sentence "related to a person" means a person related to a member in the second degree if related by marriage and in the third degree if related by blood.

Section 2. Meetings of Directors. The Directors may hold their meetings and may have an office and keep the books of the Corporation at such place and places within the City as the Board may from time to time determine. The Board shall meet in accordance with the Texas Open Meetings Act. The Corporation, Board, and any committee of the Board exercising the powers of the Board are subject to the Texas Public Information Act.

Section 3. Annual Meetings. The annual meeting of the Board shall be held in July of each year at the location in the City designated by the Board.

Section 4. Regular Meetings. Regular meetings of the Board shall be held at such times and places as shall be designated, from time to time, by the Board.

Section 5. Special and Emergency Meetings. Special and emergency meetings of the Board shall be held whenever called by the Chairperson of the Board or the Secretary or by three (3) of the Directors who are serving duly appointed terms of office at the time the meeting is called.

The Recording Secretary shall give notice of each special meeting at least three (3) days before the meeting to each Director. Notice of each emergency meeting shall also be given in the manner required by the Texas Open Meetings Act. Unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Corporation may be considered and acted upon at a special or emergency meeting. At any meeting any matter pertaining to the purposes of the Corporation may be considered and acted upon to the extent allowed by the Open Meetings Act.

Section 6. Quorum. A majority of the entire membership of the Board shall constitute a quorum for the consideration of matters pertaining to the purposes of the Corporation.

Section 7. Conduct of Business. The act of a majority of the entire membership of the Board shall constitute an action of the Board, unless the act of a greater number is required by law. At the meetings of the Board, matters pertaining to the purposes of

the Corporation shall be considered in such order as from time to time the Board may determine. At all meetings of the Board, the President shall preside, and in the absence of the President, the Vice President shall preside. In the absence of the President and the Vide President, a chairperson shall be chosen by the Board, from among the Directors present, to preside. The Corporation may appoint any person to act as Recording Secretary.

Section 8. Compensation of Directors. The Directors shall serve without compensation except that they shall be reimbursed for their actual expenses incurred in the performance of their duties hereunder.

ARTICLE III

OFFICERS

Section 1. Titles and Term of Office. The officers of the Corporation shall be a President, a Vice President and a Secretary. The term of office for each officer shall be one (1) year commencing with the date of the annual meeting of the Board at which each such officer is elected. All officers shall be subject to removal, with or without cause, at any time by a vote of a majority of the whole Board. A vacancy in the office of any officer shall be filled by the Board.

Section 2. Powers and Duties of the President. The President shall be a member of the Board and shall preside at all meetings of the Board. He or she shall have such duties as are assigned by the Board. The President may call special or emergency meetings of the Board. The President shall be principal executive officer of the Corporation and, subject to the Board, he or she shall be in general charge of the properties and affairs of the Corporation.

Section 3. Powers and Duties of the Vice President. The Vice President shall be a member of the Board. The Vice President shall perform the duties and exercise the powers of the President upon the President's death, absence, disability, or resignation, or upon the President's inability to perform the duties of his or her office. Any action taken by the Vice President in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act of the President at the time such action was taken

Section 4. Secretary. The Secretary shall be a member of the Board. He or she may sign, with the President, in the name of the Corporation and/or attest the signatures thereof, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation, he or she shall have charge of the Corporation's books, records, documents and instruments, except the books and financial records and securities of which the Treasurer shall have custody and charge, and such other books and papers as the Board may direct, all of which shall at all reasonable times be open to the inspection of any Director upon application at the office

of the Corporation during business hours, and, he or she shall in general perform all duties incident to the office of Secretary subject to the control of the Board.

Section 5. Treasurer. The Corporation may appoint any person Treasurer. The Treasurer shall have custody of all the funds and securities of the Corporation which come into his or her hands. When necessary or proper, he or she may endorse, on behalf of the Corporation, for collection, checks, notes and other obligations and shall deposit the same to the credit of the Corporation in such bank or banks or deposit ones as shall be designated in the manner prescribed by the Board, he or she may sign all receipts and vouchers or payments made to the Corporation, either alone or jointly with such officer as its designated by the Board, whenever required by the Board, he or she shall render a statement of his or her case account, he or she shall enter or cause to be entered regularly in the books of the Corporation to be kept by him or her for that purpose full and accurate accounts of all moneys received and paid out on account of the Corporation, he or she shall perform all acts incident to the position of Treasurer subject to the control of the Board, and he or she shall, if required by the Board, give such bond for the faithful discharge of this or her duties in such form as the Board may require.

Section 6. Recording Secretary. The Recording Secretary shall keep the minutes of all meetings of the Board in books provided for that purpose, he or she shall attend to the giving and serving of all notices of the Corporation and shall report the same to the Board.

ARTICLE IV

MISCELLANEOUS PROVISIONS

Section 1. Fiscal Year. The fiscal year of the Corporation shall be determined by the Board.

Section 2. Seal. The seal of the Corporation shall be such as from time to time may be approved by the Board.

Section 3. Notice and Waiver of Notice. Whenever any notice whatever is required to be given under the provisions of these Bylaws, such notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled thereto at his or post office address, as it appears on the books of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. A waiver of notice, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

Section 4. Resignations. Any Director, officer or Advisory Director may resign at any time. Such resignations shall be made in writing and shall take effect at the time

specified therein, or, if no time be specified, at the time of its receipt by the President or Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 5. Gender. References herein to the masculine gender shall also refer to the feminine in all appropriate cases.

Section 6. Appropriations and Grants. The Corporation shall have the power to request and accept any appropriation, grant, contribution, donation, or other form of aid from the federal government, the State, any political subdivision, or municipality in the State, or from any other source.

ARTICLE V

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 1. Right of Indemnification. Subject to the limitations and conditions as provided in this Article V and the Articles of Incorporation, each person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative (hereinafter a "proceeding"), or any appeal in such a proceeding or any inquiry or investigation that could lead to such a proceeding, by reason of the fact that that he or she, or a person of whom he or she is the legal representative, is or was a Director or officer of the Corporation or while a Director or officer of the Corporation is or was serving at the request of the Corporation as a director, officer, partner, venture, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust employee benefit plan or other enterprise shall be indemnified by the Corporation to the fullest extent permitted by the Texas Non-Profit Corporation Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including, without limitation, attorneys' fees) actually incurred by such person in connection with such proceeding, and indemnification under this Article V shall continue as to a person who has ceased to serve in the capacity which initially entitled such person to indemnity hereunder. The rights granted pursuant to this Article V shall be deemed contract rights, and no amendment, modification or repeal of this Article V shall have to the effect of limiting or denying any such rights with respect to actions taken or proceedings arising prior to any such amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this Article V could involve indemnification or negligence or under theories of strict liability.

Section 2. Advance Payment. The right to indemnification conferred in this Article V shall include the right to be paid in advance or reimbursed by the Corporation the reasonable expenses incurred by a person of the type entitled to be indemnified under Section 1 who was, is or is threatened to be make a named defendant or respondent in a proceeding in advance of the final disposition of the proceeding and without any determination as to the person's ultimate entitlement to indemnification, provided, however, that the payment of such expenses incurred by any such person in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of a written affirmation by such Director or officer of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under this Article V and a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article V or otherwise.

Section 3. Indemnification of Employees and Agents. The Corporation, by adoption of a resolution of the Board, may indemnify and advance expenses to an employee or agent of the Corporation to the same extent and subject to the same conditions under which it may indemnify and advance expenses to Directors and officers under this Article V, and the Corporation may indemnify and advance expenses to persons who are not or were not Directors, officers, employees or agents of the Corporation but who are or were serving at the request of the Corporation as a Director, officer, partner, venture, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any liability asserted against him or her and incurred by him or her in such a capacity or arising out of his or her status as such a person to the same extent that it may indemnify and advance expenses to Directors under this Article V.

Section 4. Appearance as a Witness. Notwithstanding any other provision of this Article V, the Corporation may pay or reimburse expenses incurred by a Director or officer in connection with his or her appearance as a witness or other participation in a proceeding involving the Corporation or its business at a time when he or she is not a named defendant or respondent in the proceeding.

Section 5. Non-exclusivity of Rights. The right to indemnification and the advancement and payment of expenses conferred in this Article V shall not be exclusive of any other right which a Director or officer or other person indemnified pursuant to Section 3 of this Article V may have or hereafter acquire under any law (common or statutory), provision of the Articles of Incorporation of the Corporation of these Bylaws, agreement, vote or shareholders or disinterested Directors or otherwise.

Section 6. Insurance. The Corporation may purchase and maintain insurance, at its expense, to protect itself and any person who is or was serving as a Director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a Director, officer, partner, venture, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint

venture, sole proprietorship, trust, employee benefit plan, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under this Article V.

Section 7. Notification. Any indemnification of or advance of expenses to a Director or officer in accordance with this Article V shall be reported in writing to the members of the Board with or before the notice of the next regular meeting of the Board and, in any cases, within the 12-month period immediately following the date of the indemnification or advance.

Section 8. Savings Clause. If this Article V or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify and hold harmless each Director, officer or any other person indemnified pursuant to this Article V as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, to the full extent permitted by any applicable portion of this Article V that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE VI

PROVISIONS RELATING TO MINORITY CONTRACTING

Section 1. Minority Contracts. The Corporation shall attempt to stimulate the growth of disadvantaged businesses inside the City by encouraging the full participation of disadvantaged businesses in all phases of its procurement activities and affording those disadvantaged businesses a full and fair opportunity to compete for Corporation contacts. The Corporation shall establish one or more programs designed to increase participation by disadvantaged businesses in contract awards which will conform to City approved programs. Any program established by the Corporation shall provide that disadvantaged businesses certified by the City shall be the disadvantaged businesses certified for Corporation contracts.

Section 2. Disadvantaged Businesses. "Disadvantaged business" means a disadvantaged business as defined by the City from time to time.

ARTICLE VII
CODE OF ETHICS

Section 1. Policy and Purposes

a. It is the policy of the Corporation that Directors and officers conduct themselves in a manner consistent with sound business and ethical practices, that the public interest always be considered in conducing corporate business, that the appearance of impropriety be avoided to ensure and maintain public confidence in the

Corporation, and that the Board establish policies to control and manage the affairs of the Corporation fairly, impartially, and without discrimination.

b. This Code of Ethics has been adopted as party of the Corporation's Bylaws for the following purposes (s) to encourage high ethical standards in official conduct by Directors and corporate officers; and (b) to establish guidelines for such ethical standards of conduct.

Section. 2. Conflicts of Interest

a. Except as provided in subsection (c), a Director or officer is prohibited from participating in a vote, decision, or award of a contract involving a business entity or real property in which the Director or the officer has a substantial interest, if it is foreseeable that the business entity or real property will be economically benefited by the action. A person has a substantial interest in a business (i) if is or her ownership interest is ten percent or more of the voting stock or shares of the business entity or ownership of $5,000 or more of the fair market value of the business entity, or (ii) if the business entity provides more than ten percent of the person's gross income. A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of $2,500 or more. An interest of a person related in the second degree by affinity or the their degree by consanguinity to a Director or officer is considered a substantial interest.

b. If a Director or a person related to a Director in the first or second degree by affinity or the first, second, or third degree by consanguinity has a substantial interest in a business entity or real property that would be pecuniary affected by an official action taken by the Board, such Director, before a vote or decision on the matter, shall file an affidavit stating the nature and extent of the interest. The affidavit shall be filed with the Secretary of the Board.

c. A Director who has a substantial interest in a business entity that will receive a pecuniary benefit from an action of the Board may vote on that action if a majority of the Board has a similar interest in the same action or if all other similar business entities in the Corporation will receive a similar pecuniary benefit.

d. An employee of a public entity may serve on the Board.

Section 3. Acceptance of Gifts. No Director or officer shall accept any benefit as consideration for any decision, opinion, recommendation, vote or other exercise of discretion in carrying out official acts for the Corporation. No Director or officer shall solicit, accept, or agree to accept any benefit from a person known to be interested in or likely to become interested in any contract, purchase, payment, claim or transaction involving the exercise of the Director's or officer's discretion. As used here, "benefit" does not include:

a. a fee prescribed by law to be received by a Director or officer or any other benefit to which the Director or officer is lawfully entitled or for which he gives legitimate consideration in a capacity other than as a Director or officer;

b. a gift or other benefit conferred on account of kinship or a personal, professional, or business relationship independent of the official status of the Director or officer;

c. an honorarium in consideration for legitimate services rendered above and beyond official duties and responsibilities if

(1) not more than one honorarium is received from the same person in a calendar year,

(2) not more than one honorarium is received for the same service, and

(3) the value of the honorarium does not exceed $50 exclusive of reimbursement for travel, food, and lodging expenses incurred by the Director of officer in performances of the services.

d. a benefit consisting of food, lodging, transportation, or entertainment accepted as a guest is reported as may be required by law.

Section 4. Bribery. A Director or officer shall not intentionally or knowingly offer, confer or agree to confer on another, or solicit, accept, or agree to accept from another.

a. any benefit as consideration for the Director's or officer's decision, opinion, recommendation, vote or other exercise of discretion as a Director or officer,

b. any benefit as consideration for the Director's or officer's decision, vote, recommendation, or other exercise of official discretion in a judicial or administrative proceeding, or

c. any benefit as consideration for a violation of a duty imposed by law on the Director or officer.

Section 5. Nepotism. No Director or officer shall appoint, or vote for, or confirm the appointment to any office, position, clerkship, employment or duty, of any person related within the second degree by affinity (manage relationship) or within the third degree of consanguinity (blood relationship) to the Director or officer so appointing, voting or confirming, or to any other Director or officer. This provision shall not prevent the appointment, voting for or confirmation of any person who shall have been continuously employed in any such office, position, clerkship, employment or duty at

least thirty (30) days prior to the appointment of the Director or officer so appointing or voting.

ARTICLE VIII

AMENDMENTS

A proposal to alter, amend, or repeal these Bylaws shall be made by the affirmative vote of a majority of the full Board at any annual or regular meeting, or at any special meeting if notice of the proposed amendment be contained in the notice of said special meeting. However, any proposed change or amendment to the Bylaws must be approved by the City Council of the City to be effective.

HOUSTON BUSINESS JOURNAL

Insertion Order

5444 Westheimer, Suite 1560
Houston, TX 77056
Direct Line: 713-395-9621

Rate Agreement Number	Account Executive
	Guy Biermann

Client	Agency
Company: City of Galveston **Street:** P.O. Box 779 **City:** Galveston **State:** TX. **Zip:** 77053	**Company:** **Street:** **City:** **State:** **Zip:**

Signature Contact: Mayor Jim Yarbrough
Ad Contact: Garrett McLeod
Phone: 409-797-3695
Email: gmcleod@galvestrontx.gov

I have the authority to execute this Rate Agreement on behalf of the above named company (hereinafter called "Company") and, with my signature, authorize the **Houston Business Journal** for and on behalf of the Company, to publish advertising as outlined below in the **Houston Business Journal** within a 12-month period beginning on June 2020.

Rate Agreement Details	
Start Date: June 2020	**End Date: July**
Agreement Level: Open	**Rate Card: 2020**

HBJ Digital Native Package

Includes:

- 2 Articles published on HBJ's website
- 430,000 Digital Impressions
- Headline promotion on article page
- Articles promoted in our newsletter and throughout HBJ
- Social Media push on Linkedin/Facebook
- Author bio and link

Term – 1 Month
Date – June 2020

Total Price - $6,000

Client Signature: _____ Date: 5/11/2020

Publisher or
Ad Director

Terms and Conditions:

This Rate Agreement is governed by ACBJ's Terms and Conditions available here:
https://advertise.bizjournals.com/terms/

CITY OF GALVESTON
IDC INFRASTRUCUTRE SILO
5 YR FORECAST
5/15/2020

GALVESTON
EST. Texas 1839
INDUSTRIAL DEVELOPMENT CORPORATION

		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	4,095,301	4,381,724	170,352	572,531
4	PROJECTED REVENUE (1)	1,175,000	1,217,300	1,261,123	1,306,523	1,353,558
5	Concrete Crew - Customer Payments	40,000	40,000	40,000	40,000	40,000
6	PROJECTED INTEREST EARNED	11,654	10,000	10,000	10,000	10,000
7	**TOTAL PROJECTED REVENUE**	**5,281,178**	**5,362,601**	**5,692,847**	**1,526,876**	**1,976,089**
8	Operating Expenses	585,877	580,877	592,495	604,344	616,431
9	27TH STREET (Phase 2- Seawall to Ave. O)					
	27th Street (Phase 3 - Broadway to Market)	500,000				
10	Downtown Streetscape Improvements			2,830,000	250,000	1,200,000
11	Drainage System Improvements		300,000	2,000,000		
	Pelican Island Bridge	100,000	100,000	100,000	100,000	100,000
12	**TOTAL PROJECTED COST**	**1,185,877**	**980,877**	**5,522,495**	**954,344**	**1,916,431**
13	TOTAL AVAILABLE	4,095,301	4,381,724	170,352	572,531	59,658

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

VIII. E

CITY OF GALVESTON
IDC ECONOMIC DEVELOPMENT SILO
5 YR FORECAST
5/15/2020

GALVESTON Texas EST 1839
INDUSTRIAL DEVELOPMENT CORPORATION

		FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
1						
2	**Resources:**					
	AVAILABLE TO APPROP as of 9/30	2,704,821	1,400,661	1,015,607	676,900	386,300
3	PROJECTED REVENUE (1)	1,175,000	1,219,650	1,265,997	1,314,105	1,364,041
4	PROJECTED INTEREST EARNED	7,450	7,500	7,500	7,500	7,500
5	PROJECTED EXPENSE REIMBURSEMENT	-	-	-	-	-
6	**TOTAL PROJECTED REVENUE**	**3,887,271**	**2,627,811**	**2,289,104**	**1,998,504**	**1,757,841**
7	**Projected Expenditures:**					
8	ED Silo operating costs (2)	352,204	362,204	362,204	362,204	362,204
9	Project budgets approved, but not encumbered	327,701				
10	Current project encumberances	556,705				
11	Business Incentive Grants (BIG) program (3)	100,000	100,000	100,000	100,000	100,000
12	Pelican Island Bridge	900,000	900,000	900,000	900,000	900,000
13	Infill Redevelopment Program ("Landbank") (4)	250,000	250,000	250,000	250,000	250,000
14	**TOTAL PROJECTED COST**	**2,486,610**	**1,612,204**	**1,612,204**	**1,612,204**	**1,612,204**
15	TOTAL AVAILABLE	1,400,661	1,015,607	676,900	386,300	145,637

(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.

CITY OF GALVESTON
IDC PARKS SILO
5 YR FORECAST
5/15/2020

GALVESTON Texas EST 1839
INDUSTRIAL DEVELOPMENT CORPORATION

		FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
1						
2						
3	EST. AVAILABLE TO APPROP as of 9/30	1,360,083	822,776	1,074,549	71,669	716,896
4	PROJECTED REVENUE (1)	1,175,000	1,219,650	1,265,997	1,314,105	1,364,041
5	PROJECTED INTEREST EARNED	8,000	8,000	8,000	8,000	8,000
6	**TOTAL PROJECTED REVENUE**	**2,543,083**	**2,050,426**	**2,348,546**	**1,393,773**	**2,088,937**
7	Prior Projects Approved	1,106,556		-	-	-
8	Operating Budget	576,877	676,877	676,877	676,877	676,877
9	Current Encumberances	11,874				
11	JONES PARK (2)	25,000				
12	PHASE 1 - SAND HILL CRANE		299,000	1,600,000		1,400,000
13	PHASE 2 - SAND HILL CRANE					
14	**TOTAL PROJECTED COST**	**1,720,307**	**975,877**	**2,276,877**	**676,877**	**2,076,877**
15	TOTAL AVAILABLE	822,776	1,074,549	71,669	716,896	12,060

(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.

Proposed IDC Budget FY 2021

	Total FY 20	Total FY 21	3190 918100 Beach	3191 918400 ED	3192 918500 Parks	3193 918600 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	59,399	59,399	59,399				
GIS Analyst/Specialist	73,328	73,328	18,332	18,332	18,332	18,332	
Economic Dev. Coordinator	75,327	75,327		75,327			
In-House Legislative Liason	88,680	88,680	22,170	22,170	22,170	22,170	
Lasker Pool	400,000	400,000			400,000		
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:	**1,601,406**	**1,601,406**	**225,573**	**165,829**	**650,502**	**559,502**	1,601,406
Contractural Services:							
Consultant Services (531004)							
Legislative and Technical Services*	20,000	0					
Beach Access Plan Consultant*	50,000	50,000	50,000				
Windstorm Consultant *	15,000	15,000		15,000			
Other Contracts (531125)							
Beach Profiles/Survey Contract *	103,149	103,149	103,149				
Park Board Reimbursement for Surveys	-55,230	-55,230	-55,230				
Post-Storm Survey *	103,149	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:	**306,068**	**286,068**	**206,068**	**70,000**	**5,000**	**5,000**	286,068
Promotional Expenses: (Capped at 10% of Total 4B Revenue approx. $500,000)							
Marketing (530014)							
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	60,000	60,000	15,000	15,000	15,000	15,000	
Investment Expenses	2,000	2,000	500	500	500	500	
Banking Service Fees	500	500	125	125	125	125	
Total Misc. Expenses:	**88,500**	**88,500**	**15,875**	**40,875**	**15,875**	**15,875**	
Total Fiscal Year IDC Budget	**2,082,974**	**2,062,974**	**448,016**	**362,204**	**671,877**	**580,877**	2,062,974

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

* Requires Board approval before expenditure

IDC - Meeting
Schedule of Funds Available to Appropriate (for Budget)
as of June 2, 2020
Month 4 of Fiscal Year 2020

GALVESTON
EST Texas 1839
INDUSTRIAL DEVELOPMENT CORPORATION

	RESOURCES AND USES	BEACH RENOURISH-MENT	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)	642,070	642,070	642,070	642,070	2,568,280
2020	Interest Earned	31,093	20,706	11,709	30,283	93,790
2020	Anticipated 4B Sales Tax Revenue	532,930	532,930	532,930	532,930	2,131,720
	TOTAL REVENUES	**1,206,093**	**1,195,706**	**1,186,709**	**1,205,283**	**4,793,790**
USES						
	Budgeted - Project Approved but not expended - previous yrs	(150,000)	(250,000)	(553,246)	(1,254,118)	(2,207,363)
	Current Encumbrances	-	(199,573)	(330,502)	(1,042,896)	(1,572,971)
2020	Budgeted - Operating Expenditures (4)	(453,016)	(352,204)	(490,502)	(116,877)	(1,412,599)
2020	Budgeted - Projects Approved - current year	-	-	-	(600,000)	(600,000)
	TOTAL USES	**(603,016)**	**(801,777)**	**(1,374,250)**	**(3,013,890)**	**(5,792,933)**
Total - Funds Available to Appropriate		**$ 4,364,856**	**$ 3,098,749**	**$ 1,172,542**	**$ 2,245,916**	**$ 10,882,063**

(1) The City receives the cash for 4B Sales Tax 60 days in arrears. For example, cash collected in the month of Oct 2019 is for the time period of Aug 2019.

(2) Current year projected 4B Sales Tax Revenue is $5.715M. Projection per silo = $1,428,750

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 facillities, 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.

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** • 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** • 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** • Review the Infrastructure Silo and 5 year funding plan • Review IDC Capital Improvement Program and Forecasts
04/07/20	**No Regular Meeting Anticipated**

05/05/20	**No Regular Meeting Anticipated**

06/02/20	**IDC Board Meeting @ 9:00am at 30th Street Pump Station** • Review Beach Silo and 5 year funding plan.

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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