

**NOTICE OF MEETING
CITY COUNCIL OF THE CITY OF GALVESTON
THURSDAY - JULY 23, 2020 - 1:15 P.M.
823 ROSENBERG, GALVESTON, TEXAS
TELEPHONE: (409) 797-3510**

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.

REGULAR MEETING AGENDA

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER
2. ROLL CALL
3. CONFLICTS OF INTEREST
4. PRESENTATIONS/REPORTS OF COUNCIL, OFFICER BOARDS, AND CITY MANAGER
 - 4.A. Pursuant To Texas Government Code Section 551.0415, The City Council May Report On Any Of The Following Items:
 1. Expressions of thanks, gratitude, and condolences
 2. Information regarding holiday schedules
 3. Recognition of individuals
 4. Reminders regarding City Council events
 5. Reminders regarding community events
 6. Health and safety announcement
 5. PUBLIC HEARINGS
 - 5.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Designating The Property Located At 1307 Church - Avenue F And Legally Described As The M.B. Menard Survey, West ½ Of Lot 6 (6-2), Block 373, In The City And County Of Galveston, Texas As A Historically Or Archeological Significant Site In Need Of Tax Relief To Encourage Its Preservation; Granting A Substantial Rehabilitation For Historic Property Tax Exemption; Designating The City Manager To Execute Those Documents Necessary To Implement The Tax Incentive Program; Planning Case Number 20LC-049; , Making Various Findings And Provisions Related To The Subject. (K. White)

Documents:

[20LC-049 CC PKT.PDF](#)
 - 5.B. Planned Unit Development (PUD) Overlay Zoning District - 5228 Broadway / Avenue J, 5100 Sealy, Avenue I And 5215 Winne / Avenue G

Consider for Approval An Ordinance Of The City Of Galveston, Texas, Creating A

Planned Unit Development (PUD) Overlay Zoning District In A Commercial, (C) Base Zoning District With Broadway Design Standards For A "Multi-Family Residential" Complex To Allow Deviations From The Land Development Regulation Requirements For Right-Of-Way Width, Parking Space Requirement, Maximum Height And Broadway Design Standard Requirements, On The Property Commonly Known As 5228 Broadway / Avenue J, 5100 Sealy, Avenue I And 5215 Winne / Avenue G And Which Is Legally Described As M.B. Menard Survey (0-0), Block 232 And The South ½ Of Adjacent Avenue I; M.B. Menard Survey (0-0), Block 291, 292, And Adjacent Streets; M.B. Menard Survey (0-0), Block 351 And Part Of Adjacent Avenue H And 52nd Street; And M.B. Menard Survey (0-0), Block 352 And Part Of Adjacent Avenue H And 52nd Street, In The City And County Of Galveston, Texas; Planning Case Number 20P-020; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date. (C. Gorman)

Documents:

[20P-020 STF RPT PKT ORD.PDF](#)

6. PUBLIC COMMENT

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 City Council.

<https://forms.galvestontx.gov/Forms/PublicComment>

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

7. ORDINANCES (NOT REQUIRING PUBLIC HEARINGS)

7.A. Emergency Orders

Consider For Approval An Ordinance Of The City Of Galveston, Texas; Modifying Certain Emergency Orders Ratified By City Council In Ordinance 20-038 Relating To The Operation Of Electronic Amusement Machines, The Suspension Of Building Code And Flood Plain Regulations For Placement Of A COVID 19 Temporary Screening Facility At Scholes Airport; Requiring Commercial Entities Providing Goods Or Services Directly To The Public To Develop A Health And Safety Policy Mandating The Wearing Of Masks In Their Facility, Requiring The Wearing Of Face Masks In Public And Prohibiting Mass Gatherings; Approving The Mayor's Emergency Order Restricting Indoor Gatherings Of Five Hundred People Or More; Making Various Findings And Provisions Related To The Subject, Providing For A Penalty And Providing For An Effective Date.

Documents:

[ORDINANCE FOR JULY 23.DOCX](#)

- ##### 7.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Relating To The Collection Of Alcohol License Tax Imposed On The City; Providing For A Payment Plan For The Payment Of The Annual Tax Until August 31, 2021; Establishing Eligibility For Participation In The Payment Program; Providing For Management Of The Payment Program By The City Manager Or His Designee; Making Various Findings And Provisions Related To The Subject (M. Loftin)

Documents:

[STAFF REPORT ALCOHOL LICENCES.DOCX](#)
[ALCOHOL BEVERAGES CHAPTER 4 - ALCOHOL LICENSE PAYMENT](#)

[PLAN.DOCX](#)

- 7.C. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The Code Of The City Of Galveston, As Amended, Chapter 37, "Wreckers, Tow And Storage Facility", By Amending Chapter 37 To Amend Regulations, Standards, And Definitions; And To Make Clarifications, Rename, Renumber And Rearrange The Chapter As Applicable; Providing For Penalties And Fees As Applicable; Making Various Findings And Provisions Related To The Subject; Providing For An Effective Date.

Documents:

[CHAPTER 37 - WRECKER, TOW TRUCK AND STORAGE FACILITY CODE ORDINANCE.DOC](#)

8. CONSENT ITEMS

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

- 8.A. Consider For Acceptance A Grant Award From The U.S. Department Of Justice Bureau Of Justice Assistance Program (BJAP) - Coronavirus Emergency Supplemental Funding Program To Purchase Equipment Needed To Provide Public Safety Services. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (V. Hale)

Documents:

[USDOJ BJAP GRANT.PDF](#)

- 8.B. Consider For Approval Of Dual Report Port2020-2 Audit Of Purchasing Controls And Port2020-3 Audit Of Contract Management. (G. Bulgherini)

Documents:

[20200715A FINAL PROCUREMENT REPORT WITH EXHIBITS.PDF](#)

- 8.C. Consider For Approval The Award Of RFP 20-16 Health Benefits Consultant To HUB International To Perform Consulting Services To The City And Board Of Trustees For The Health Benefits Plan (K. Etienne).

Documents:

[STAFF REPORT--HUB INTERNATIONAL HEALTH BENEFIT CONSULTANTS.PDF](#)
[RFP 20-16 HEALTH BENEFITS CONSULTANT CONTRACT.PDF](#)

- 8.D. Consider For Approval An Increase To The Contract Amount For The Administration Of Run-Out Health Insurance Claims Through Boon-Chapman In The Amount Of \$10,000.00. The Estimated Increase Will Cover All Administrative Costs For The Duration Of The Agreement For Claims Incurred Through September 30, 2019 (K. Etienne).

Documents:

[RUNOUT AGREEMENT_2019 \(SIGNED\).PDF](#)
[STAFF REPORT--INCREASE FUNDING FOR RUN-OUT SERVICES.PDF](#)

- 8.E. Consider For Approval A Memorandum Of Understanding Between The City Of

Galveston And Galveston College, Authorizing City Employees To Access Training Courses Through The GCPRO Virtual Training Center (K. Etienne).

Documents:

[GALVESTON COLLEGE PROPOSAL_MOU COG \(004\).PDF](#)
[STAFF REPORT--GC GOPRO ONLINE TRAINING.PDF](#)

- 8.F. Consider For Approval A Contract Between The City Of Galveston And Immaculate Painting And Construction To Build A 2,800 Sq.Ft. Outdoor Deck At The Lasker Park Pool. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (M. Rabago)

Documents:

[STAFF REPORT - LASKER PARK POOL DECK 6-17-20_REDACTED.PDF](#)

- 8.G. Consider For Approval A Contract Between The City Of Galveston And Four Seasons Development Company Inc For Installation Of Fencing For 83rd Street Canine Recreation Area. (B. Sanderson)

Documents:

[CONSIDER FOR APPROVAL - FENCING AT 83RD ST DOG PARK.PDF](#)

- 8.H. Consider For Approval Amending COG-CON-18-108 To Ratify The Dollar Amount Agreed Upon Between The City Of Galveston And Civic Plus(A.K.A. Civic Rec) For Recreation Management Software At Mcguire-Dent And Wright Cuney Recreation Centers And Lasker Park Pool. (B. Sanderson)

Documents:

[CONSIDER FOR APPROVAL - CIVIC REC CONTRACT AMENDMENT.PDF](#)
[COG-CON-18-108 AMENDMENT 1 CIVICPLUS PARKS MANAGEMENT SOFTWARE SIGNED.PDF](#)
[TX - GALVESTON - INSURANCE COI 2020.PDF](#)

- 8.I. Consider For Approval The Purchase Of 15 Vista HD Body Worn Cameras And Related Equipment From WatchGuard Video Through Buy Board (Contract #568-18) For A Total Amount Of \$20,025. Funding Will Be The Police Academy Minor Equipment Account. (V. Hale)

Documents:

[BODY CAMERAS 7.23.20.PDF](#)

- 8.J. Consider For Approval The Authorization To Purchase Extended Support On The City's Production SAN From Centre Technologies Using DIR Contract TSO-3763 For A Total Cost Of \$28,324.30 (H. Dean)..

Documents:

[SAN PROSUPPORT EXTENSION STAFF REPORT.PDF](#)
[COG - COMPELLENT SUPPORT RENEWAL ARRAY 82816_17 QUOTE 44325.PDF](#)

- 8.K. Consider For Approval The Authorization To Purchase Thirty Panasonic Toughbook

Laptops And 52 Cradlepoint Routers From Turn-Key Mobile Utilizing Texas DIR TSO-4025 For A Total Cost Not To Exceed \$202,808 (H. Dean).

Documents:

[FY20 CRADLEPOINT AND LAPTOP STAFF REPORT.PDF](#)
[EST_25147_FROM_TURNKEY_MOBILE_INC._2160.PDF](#)

- 8.L. Consider For Approval The Authorization To Purchase A New Storage Area Network (SAN) And 2 PowerEdge Servers From Dell EMC Using Texas DIR Contract TSO-3763 For A Total Cost Not To Exceed \$72,104.66 (H. Dean).

Documents:

[SAN AND COMPUTE PURCHASE STAFF REPORT.PDF](#)
[DELL QUOTES.PDF](#)

- 8.M. Consider For Approval The Allocation Of Funds In An Amount Not To Exceed \$131,224.25 For The Purchase Of Replacement Desktop And Laptop Equipment That Has Reached The End Of Useful Life And Allocating Funds To Dell, Inc. Using DIR Contract TSO-3763 (H. Dean).

Documents:

[FY20 EQUIPMENT REFRESH PURCHASE STAFF REPORT.PDF](#)

- 8.N. Consider Of Approval The Purchase Of An FX20 Vacuum Excavation System From Ring-O-Matic Through HGACBuy Purchasing Cooperative At A Cost Not To Exceed \$26,248.00. (T. Pedraza)

Documents:

[RING-O-MATIC - PURCHASE OF A FX20 VACUUM EXCAVATION SYSTEM.PDF](#)

- 8.O. Consider For Approval Ratifying The City Manager's Authorization For The Emergency Purchase Of 1,500 Ft Of Bypass Hoses From Tubing & Metric Hydraulics In The Amount Of \$16,643.64, And The Emergency Installation Of A Double Hydrastop By Rangeline Tapping Services, In The Amount Of \$98,000.00. (T. Pedraza)

Documents:

[TM HYDRAULICS AND RANGELINE TAPPING SERVICES - EMERGENCY PURCHASE OF BYPASS HOSES AND INSTALLATION OF DOUBLE HYDRASTOP.PDF](#)

- 8.P. Consider For Approval Ratifying The City Manager's Authorization Of The Emergency Purchase Of A Pump From Smith Pump Company Through The Buyboard Purchasing Corporative For The Replacement Of One Of Four Pumps At The Airport Pump Station In The Amount Of \$36,000.00. (T. Pedraza)

Documents:

[SMITH PUMP COMPANY - EMERGENCY PURCHASE OF PUMP FOR AP PS.PDF](#)

- 8.Q. Consider For Approval Of A Proposal From CenterPoint Energy As A Sole Source

Provider For The Installation Of New, Decorative Streetlights As Part Of The 27th Street Improvements Phase III From Broadway To Market Project In The Amount Of \$131,679.00. (D. Anderson)

Documents:

[CENTERPOINT - 27TH ST.PDF](#)

- 8.R. Consider For Approval Change Order No. 5 To The Contract With E. P. Brady, Ltd., For The Sanitary Sewer Improvements Along 8 Mile Road From Stewart Road To Sunny Beach Project, Decreasing The Contract By \$85,464.43 From The Amount Of \$2,573,683.85 To A New Total Amount Of \$2,488,219.42. (D. Anderson)

Documents:

[E P BRADY - CO NO 5.PDF](#)

- 8.S. Consider For Approval Change Order #8 To The Contract With J. W. Kelso Company, Inc., For The City Of Galveston Public Works Facility Project, Increasing The Contract By \$93,142.00 (0.86%) From The Amount Of \$11,447,037.20 To The Amount Of \$11,540,179.20. (D. Anderson)

Documents:

[J W KELSO - CO NO 8.PDF](#)

- 8.T. Consider For Approval Change Order #03 To The Agreement With E. P. Brady, Ltd., For The 24 Inch Water Transmission Line From 59th Street Pump Station To The Airport Pump Station (RFP #19-24) Increasing The Project Cost By \$28,684.17 (0.16%). This Represents An Increase In The Total Project Cost Of 0.94% From The Original Amount Of \$17,159,876.30 To The Amount Of \$17,321,759.49. (D. Anderson)

Documents:

[E P BRADY - CO NO 3.PDF](#)

- 8.U. Consider For Approval A Proposal From Braun Intertec Corporation In The Amount Of \$42,383.00 To Perform Construction Material Testing For 73rd Street Reconstruction From Hears Lane To Ave N 1/2. (D. Anderson)

Documents:

[BRAUN INTERTEC - 73RD ST.PDF](#)

- 8.V. Consider For Approval The Selection Of RJN Group (RJN) For The Professional Engineering Services For The Water And Wastewater Asset Management Program. (D. Christodoss)

Documents:

[ASSET MANAGEMENT STAFF REPORT PROPOSAL_REV2.PDF](#)

- 8.W. Consider For Approval The Selection Of Zarinkelk Engineering Services, Inc. (ZESI) For The Professional Engineering Services For The Review And Revision Of Our Current Construction Standard Specifications. (D. Christodoss)

Documents:

ENGINEERING SPECIFICATION UPDATE 2020 STAFF REPORT
PROPOSAL.PDF

- 8.X. Consider For Approval An Economic Development Agreement Between The Industrial Development Corporation And The Galveston Park Board Of Trustees For The Engineering And Design On 8 Mile Road Area Beach Nourishment (G. McLeod)

Documents:

[8 MILE DESIGN RESOLUTION.PDF](#)
[8 MILE ROAD DESIGN AGREEMENT.PDF](#)
[STAFF REPORT 8 MILE ROAD DESIGN.DOCX](#)

- 8.Y. Consider For Approval An Economic Development Agreement Between The Industrial Development Corporation And The Galveston Park Board Of Trustees For The Design Of An Offshore Breakwater At Dellanera Park (G. McLeod)

Documents:

[STAFF REPORT DELLENARA BREAKWATER.DOCX](#)
[DELLENARA BEACH BREAKWATER DESIGN AGREEMENT.PDF](#)
[DELLENARA BEACH BREAKWATER DESIGN RESOLUTION.PDF](#)

- 8.Z. Consider For Approval An Economic Development Agreement Between The Industrial Development Corporation And The Galveston Park Board Of Trustees For Stewart Beach Parking Elevation (G. McLeod)

Documents:

[STEWART BEACH PARKING AGREEMENT.PDF](#)
[STEWART BEACH PARKING RESOLUTION.PDF](#)
[STAFF REPORT STEWART BEACH REGRADING.DOCX](#)

- 8.AA. Consider For Approval An Economic Development Agreement Between The Industrial Development Corporation And The Galveston Park Board Of Trustees For A Stewart Beach Mitigation Project (G. McLeod)

Documents:

[STAFF REPORT STEART BEACH MITIGATION.DOCX](#)
[STEWART BEACH AND BABES BEACH MITIGATION RESOLUTION.PDF](#)
[STEWART BEACH AND BABES BEACH MITIGATION AGREEMENT.PDF](#)

- 8.BB. Consider For Approval An Economic Development Agreement Between The Industrial Development Corporation And The Galveston Park Board Of Trustees For A Local Match Requirement For FEMA Repairs To Babe's Beach From Damage Incurred During Hurricane Harvey (G. McLeod)

Documents:

[STAFF REPORT HURRICANE HARVEY FEMA REPAIR.DOCX](#)
[BABES BEACH DAMAGE REPAIR AGREEMENT.PDF](#)
[BABES BEACH 2020 DAMAGE REPAIR RESOLUTION.PDF](#)

- 8.CC. Consider For Approval An Economic Development Agreement Between The Galveston Industrial Development Corporation And The Galveston Park Board Of Trustees For Babe's Beach Beneficial Use Of Dredge Material (BUDM) (G. McLeod)

Documents:

[STAFF REPORT BABES BEACH BUDM 21 23.DOCX](#)
[BENEFICIAL USE DREDGED MATERIAL AGREEMENT.PDF](#)
[BABES BEACH BUDM RESOLUTION.PDF](#)

- 8.DD. Consider For Approval Ratification Of The Local Government Approval Of Shelter Activities For The Galveston County Community Action Council (GCCAC) Signed By City Manager Brian Maxwell On July 1, 2020.

Documents:

[LOCAL GOVERNMENT APPROVAL OF SHELTER ACTIVITIES 07.01.20.PDF](#)

- 8.EE. Receive And File The Following Items:

1. Galveston County Emergency Communication District - FY2019 Annual Audit
2. Galveston Housing Authority Letters of Support - 5228 Broadway
3. Letter to Governor Abbott - Coronavirus Relief Fund

Documents:

[AUD - GALVESTON COUNTY EMERGENCY COMMUNICATION DISTRICT FY 2019 AUDIT - 6_24_2020.PDF](#)
[CITY LETTER SUPPORT FOR DISPOSITION-SIGNED BY MAYOR YARBROUGH.PDF](#)
[CITY LETTER ENVIRONMENTAL-SIGNED BY MAYOR YARBROUGH.PDF](#)
[CRF MAYORS LETTER TO GOVERNOR SIGNED 7-15-20.PDF](#)

- 8.FF. Consider For Approval Minutes Of The June 25, 2020 Workshop And Regular Meeting. (J. Williams)

Documents:

[_06252020-3451 \(1\).PDF](#)

9. ACTION ITEMS

- 9.A. Consider For Action A Plan For Public Housing For Property Commonly Known As "Oleander Homes" As Required By Article X (2)(7) Of The Charter Of The City Of Galveston. Properties Are Legally Described As M.B. Menard Survey (0-0), Block 232 And The South 1/2 Of Adjacent Avenue I; M.B. Menard Survey (0-0), Block 291, 292, And Adjacent Streets; M.B. Menard Survey (0-0), Block 351 And Part Of Adjacent Avenue H And 52nd Street; And M.B. Menard Survey (0-0), Block 352 And Part Of Adjacent Avenue H And 52nd Street; In The City And County Of Galveston, Texas And Commonly Known As 5228 Broadway /Avenue J, 5100 Sealy, Avenue I, And 5215 Winne/Avenue G. Applicant: Michael Saunders, McCormack Baron Salazar, Inc. Property Owner: The Galveston Housing Authority. Planning Case 20PA-011. (C. Gorman)

Documents:

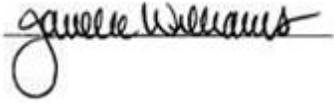
[20PA-011 CC PKT.PDF](#)

- 9.B. Discuss And Consider Appointments To The Following City Boards, Commissions, And Committees:

1. Arts & Historic Preservation Advisory Board
2. Industrial Development Corporation

10. 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 July 17, 2020 at 12:30 P.M.

A handwritten signature in black ink that reads "Janelle Williams". The signature is written in a cursive style with a large, looping initial "J".

Janelle Williams, City Secretary

IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS IN NEED OF A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHALL, WITHIN THREE (3) DAYS PRIOR TO ANY PROCEEDING, CONTACT THE CITY SECRETARY'S OFFICE, SUITE 201, 823 ROSENBERG, GALVESTON, TEXAS 77550 (409-797-3510).

ORDINANCE NO. 20-__

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, DESIGNATING THE PROPERTY LOCATED AT 1307 CHURCH - AVENUE F AND LEGALLY DESCRIBED AS THE M.B. MENARD SURVEY, WEST ½ OF LOT 6 (6-2), BLOCK 373, IN THE CITY AND COUNTY OF GALVESTON, TEXAS AS A HISTORICALLY OR ARCHEOLOGICAL SIGNIFICANT SITE IN NEED OF TAX RELIEF TO ENCOURAGE ITS PRESERVATION; GRANTING A SUBSTANTIAL REHABILITATION FOR HISTORIC PROPERTY TAX EXEMPTION; DESIGNATING THE CITY MANAGER TO EXECUTE THOSE DOCUMENTS NECESSARY TO IMPLEMENT THE TAX INCENTIVE PROGRAM; PLANNING CASE NUMBER 20LC-049; , MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, City Council adopted Ordinance No. 00-035, a historic preservation tax exemption program encouraging the rehabilitation of commercial structures (predominately large scale - greater than 10,000 square feet in floor area), that are designated as a Galveston Landmark or as contributing to a Galveston Historic Zoning District; and,

WHEREAS, on July 23, 2015, City Council adopted Ordinance No. 15-059, a financial incentives program for Historic Properties. This program extended the current tax exemption program to include residential properties that are rehabilitated or undergo substantial maintenance/repairs to encourage its historic preservation; and,

WHEREAS, property owners may apply to City Council for a Substantial Rehabilitation for Historic Properties Tax Exemption ad valorem property tax exemption when a structure is designated as a Galveston Landmark or is contributing to a Galveston Historic Zoning District as stated in the provisions of the City of Galveston Financial Incentives Program for Historic Properties Ordinance No. 15-059; and,

WHEREAS, Applicant and Property Owners, Gerald P. and Kristin A. Berbling, are requesting that the structure located at 1307 Church - Avenue F and legally described as the M.B. Menard Survey, West 1/2 of Lot 6 (6-2), Block 373, in the City and County of Galveston, Texas, be officially designated as a historically or archeologically significant site in need of tax relief to encourage its preservation; and,

WHEREAS, if the tax exemption for the subject property is granted, the assessed value, in whole or in part, will be “frozen” for the requested ten (10) year period associated with the approved tax exemption. This program freezes the City’s portion of the property tax at the pre-improvement value of the property which is currently at **\$169,220.00**. The exemption shall be effective on **January 1, 2021**, the year following the verification by City Council of substantial rehabilitation of the historic property and grant of the tax exemption (June/2020), and continue for the ten year period thereafter, expiring on **December 31, 2030**. After expiration of the tax exemption, the City of

Galveston shall levy property taxes to the full assessed value as determined by the Galveston Central Appraisal District; and,

WHEREAS, the property meets the criteria of the Substantial Rehabilitation for Historic Properties Tax Exemption program, as set out in the Staff Report, attached as **Exhibit 1** and incorporated herein for all intents and purposes; and,

WHEREAS, at its regular meeting of June 15, 2020, the Landmark Commission verified that the requirements of the Substantial Rehabilitation for Historic Properties Tax exemption program were met and voted to recommend approval of the request; and,

WHEREAS, Staff recommends approval of the request for Substantial Rehabilitation for Historic Properties Tax Exemption; and,

WHEREAS, after notice and public hearing as required by law, the City Council finds that it is in the public's interest to approve the application, and designate the structure located at 1307 Church - Avenue F and legally described as the M.B. Menard Survey, West 1/2 of Lot 6 (6-2), Block 373, in the City and County of Galveston, Texas, as a historically or archeologically significant site in need of tax relief to encourage its preservation and grant a Substantial Rehabilitation for Historic Properties Tax Exemption.

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

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

SECTION 2. After public hearing, the City Council grants a Substantial Rehabilitation for Historic Properties Tax Exemption of the structure located at 1307 Church - Avenue F and legally described as the M.B. Menard Survey, West 1/2 of Lot 6 (6-2), Block 373, in the City and County of Galveston, Texas.

SECTION 3. Pursuant to City of Galveston Ordinance Number 15-059, the City Council designates the structure as a “historically or archeologically significant site in need of tax relief to encourage its preservation”. The property is eligible to participate in the City of Galveston’s Substantial Rehabilitation for Historic Properties Tax Exemption Program. The City Manager of the City of Galveston is hereby authorized to execute all necessary documents.

SECTION 4. The exemption shall be effective on **January 1, 2021**, the year following the grant of the Substantial Rehabilitation for Historic Properties Tax Exemption, and continue for the ten-year period thereafter, expiring on **December 31, 2030**.

SECTION 5. The exemption will freeze the City portion of the property tax for a period of 10 years at the pre-improvement value of **\$169,220.00**.

SECTION 6. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

SECTION 7. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 8. In accordance with the provisions of Sections 12 and 13 of Article II of The City Charter this Ordinance has been publicly available in the office of the City Secretary for not less than 72 hours prior to its adoption; that this Ordinance may be read and published by descriptive caption only.

SECTION 9. This Ordinance shall become effective upon its adoption and publication in accordance with the provisions of The Charter of the City of Galveston.

APPROVED AS TO FORM:

DONNA M. FAIRWEATHER
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its Regular Meeting held on July 23, 2020, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____, 2020.

Secretary for the City Council
of the City of Galveston



20LC-049

STAFF REPORT

ADDRESS:

1307 Church/Avenue F

LEGAL DESCRIPTION:

Property is legally described as the M.B. Menard Survey, West ½ of Lot 6 (6-2), Block 373, in the City and County of Galveston, Texas

APPLICANT/REPRESENTATIVE:

Gerald P. Berbling Jr. & Kristin A. Berbling

PROPERTY OWNER:

Same

HISTORIC DISTRICT:

East End

REQUEST:

Request for Verification as a participant in the Substantial Rehabilitation for Historic Properties Tax Exemption Program

STAFF RECOMMENDATION:

Approval

EXHIBITS:

- A – Itemized List of Costs
- B – Photos of Completed Work

STAFF:

Karen White
Planning Technician
409-797-3608
kwhite@galvestontx.gov



Analysis

In January 2020, the applicant submitted for tax eligibility for work done at 1307 Church. Since the applicant exceeded the minimum threshold for participation, they are requesting verification that the requirements of the program have been met. The threshold to participate is \$84,610. The applicant has submitted documentation that supports a total expenditure of \$203,924.80.

The City Council has the final authority on the Substantial Rehabilitation for Historic Properties Tax Exemption Program. The tax exemption will freeze the City portion of the property tax for a period of 10 years at the pre-improvement value of \$169,220.

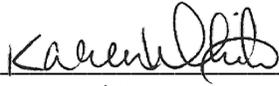
Other Reviews

The Landmark Commission reviewed this request at the June 15, 2020 meeting and unanimously recommended approval.

Staff Recommendation

Staff recommends to the City Council that the applicant has successfully completed the requirements of the Substantial Rehabilitation for Historic Properties Tax Exemption Program, and that the City Council grant the tax exemption.

Respectfully Submitted,



Karen White
Planning Technician

6-11-2020

Date



Catherine Gorman, AICP
Assistant Director & Historic Preservation Officer

6/12/2020

Date

Exhibit A

January 27, 2020

Itemized List of Costs

Renovate 1307 Church Street, Galveston TX

Application for Certification of Substantial Rehabilitation for Historic Properties Tax Exemption

Work Tasks	Cost
Painting	\$30,000
Framing & Walls	\$29,950
Tile	\$23,914
Demolition	\$20,800
Cabinetry & Trim	\$20,000
Windows	\$15,000
Plumbing	\$13,000
Flooring	\$11,450
HVAC	\$10,591
Roof	\$8,100
Granite	\$8,000
Electrical	\$7,600
Drywall	\$4,000
Insulation	\$3,000
Miscellaneous	\$1,000
Appliance Installation	\$400
Doors (Buyer Purchased)	(\$2,880)
Total	\$203,925

Draw Schedule 1307 Church			 Robbie Brignac 22802 Vida Galveston TX 77554 281-723-8043 robbie@brignacbuilders.com			Gerry & Kris Berbling					
Draw Schedule Accounting PAID IN FULL			DATE: 1/3/2020			ITEM # FINAL					
A	B	C	D	E	F	G	H	J	DRAW TOTAL	DRAW DATE	DRAW NUMB PAID
Draw NO.	ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		TOTAL COMPLETED (E+F)	% (G ÷ D)	BALANCE TO FINISH			
				PREVIOUS DRAW	THIS DRAW						
1	1	Demo 1 (Start up costs, Interior Walls)	\$ 8,000.00	\$8,000.00	\$0.00	\$8,000.00	100.00%	\$ -			
	6	Demo 3 (Exterior back porch and closet)	\$ 2,000.00	\$2,000.00	\$0.00	\$2,000.00	100.00%	\$ -	\$10,000.00	5/17/2018	
2	2	Demo 2 (Sub-Floor, Cabs, appliances)	\$ 8,000.00	\$8,000.00	\$0.00	\$8,000.00	100.00%	\$ -	\$8,000.00	5/22/2018	1&2
	11	Electrical Demo/Rough-in	\$ 5,000.00	\$5,000.00	\$0.00	\$5,000.00	100.00%	\$ -			
	12	Plumbing Demo/Rough-in	\$ 8,000.00	\$8,000.00	\$0.00	\$8,000.00	100.00%	\$ -			
3	4	Framing Phase 1 (Int Walls, subfloor)	\$ 8,000.00	\$8,000.00	\$0.00	\$8,000.00	100.00%	\$ -	\$21,000.00	6/27/2018	3
	14	HVAC Rough-in	\$ 8,000.00	\$8,000.00	\$0.00	\$8,000.00	100.00%	\$ -			
	15	Insulation	\$ 3,000.00	\$3,000.00	\$0.00	\$3,000.00	100.00%	\$ -			
	7	Framing Phase 3 (Porch, Handrail)	\$ 5,000.00	\$5,000.00	\$0.00	\$5,000.00	100.00%	\$ -			
4	10	Demo old/Install New Roof	\$ 6,500.00	\$6,500.00	\$0.00	\$6,500.00	100.00%	\$ -	\$22,500.00	7/31/2018	4A
	3	Windows 1 demo/frame build @ 50%	\$ 5,000.00	\$5,000.00	\$0.00	\$5,000.00	100.00%	\$ -			
	16	Drywall	\$ 4,000.00	\$4,000.00	\$0.00	\$4,000.00	100.00%	\$ -			
	5	Framing Phase 2 (Ext Walls, Doors)	\$ 11,500.00	\$11,500.00	\$0.00	\$11,500.00	100.00%	\$ -			
5	8	Framing Phase 4 (Front roof rail)	\$ 2,000.00	\$2,000.00	\$0.00	\$2,000.00	100.00%	\$ -	\$20,500.00	9/5/2018	5
	22	Cabinetry/Trim 2 Cabinets	\$ 10,000.00	\$10,000.00	\$0.00	\$10,000.00	100.00%	\$ -			
6	23	Granite Install	\$ 8,000.00	\$8,000.00	\$0.00	\$8,000.00	100.00%	\$ -	\$14,000.00	9/18/2018	6
	18	Tile Shower Walls & Shower Floor	\$ 8,250.00	\$8,250.00	\$0.00	\$8,250.00	100.00%	\$ -			
	26	Tile Flooring	\$ 8,000.00	\$8,000.00	\$0.00	\$8,000.00	100.00%	\$ -			
	20	Cabinetry/ Trim 1 Int Doors, trim	\$ 10,000.00	\$10,000.00	\$0.00	\$10,000.00	100.00%	\$ -			
7	9	Exterior Paint 1 Sand, Prep, Caulk	\$ 5,000.00	\$5,000.00	\$0.00	\$5,000.00	100.00%	\$ -	\$26,000.00	10/8/2018	7
	13	Windows 2 demo/frame build @ 100%	\$ 5,000.00	\$5,000.00	\$0.00	\$5,000.00	100.00%	\$ -			
8	19	Exterior Paint 2 Walls/Handrails	\$ 5,000.00	\$5,000.00	\$0.00	\$5,000.00	100.00%	\$ -	\$15,250.00	10/20/2018	8
	17	Windows 3 install frames and casing	\$ 5,000.00	\$5,000.00	\$0.00	\$5,000.00	100.00%	\$ -			
9	29	Final Plumbing Fixtures	\$ 5,000.00	\$5,000.00	\$0.00	\$5,000.00	100.00%	\$ -	\$16,000.00	11/29/2018	9
	21	Exterior Paint 3 Trim, Final coats	\$ 12,000.00	\$8,000.00	\$0.00	\$8,000.00	66.67%	\$ -			
	24	Interior Paint 1 Prep of Stairs, Windows	\$ 6,000.00	\$6,000.00	\$0.00	\$6,000.00	100.00%	\$ -			
10	25	Interior Paint 2 Paint all areas	\$ 6,000.00	\$6,000.00	\$0.00	\$6,000.00	100.00%	\$ -	\$20,000.00	12/18/2018	10
	31	Flooring 1 Demo, Repair, Strip	\$ 5,000.00	\$5,000.00	\$0.00	\$5,000.00	100.00%	\$ -			
	32	Flooring 2 Stain	\$ 2,000.00	\$2,000.00	\$0.00	\$2,000.00	100.00%	\$ -			
11	35	Flooring 3 (Final trim, Clear coat)	\$ 2,000.00	\$2,000.00	\$0.00	\$2,000.00	100.00%	\$ -	\$9,000.00	12/29/2018	11
	27	Tile Backsplash	\$ 2,000.00	\$2,000.00	\$0.00	\$2,000.00	100.00%	\$ -			
	28	Final Electrical Fixtures/Cover Plates	\$ 2,000.00	\$2,000.00	\$0.00	\$2,000.00	100.00%	\$ -			
	30	Final HVAC Trim out	\$ 2,000.00	\$2,000.00	\$0.00	\$2,000.00	100.00%	\$ -			
12	34	Appliance Install (Labor only) \$650 TOT	\$ 1,000.00	\$400.00	\$0.00	\$400.00	40.00%	\$ -	\$6,400.00	1/10/2019	12
	33	Hardware (Knobs/Handles)	\$ 1,000.00	\$0.00	\$0.00	\$0.00	0.00%	\$ -			
	36	Interior Paint 3 New Molding, repairs	\$ 2,000.00	\$0.00	\$0.00	\$0.00	0.00%	\$ -			
	37	Final Walk-Thru Approval	\$ 2,000.00	\$0.00	\$0.00	\$0.00	0.00%	\$ -			
		Punch List Completion	\$ 2,000.00	\$0.00	\$0.00	\$0.00	0.00%	\$ -			
GRAND TOTALS			\$200,250.00	\$188,650.00	\$0.00	\$188,650.00	94.21%	\$0.00	\$188,650.00		

TOTAL RCVD ON ORIGINAL
CONTRACT IS \$188,650.00

REMAINING BALANCE OF
ORIGINAL CONTRACT IS WAIVED
AND ACCOUNT IS PAID IN FULL



CHANGE ORDERS ONLY. SUBJECT TO CHANGE		Change Order Draw Schedule 1307 Church 1307 Church Change Order ACCOUNTING FINAL PAID IN FULL				Gerry & Kris Berbling			DUE DATE N/A		
						DATE:	1/3/2020				
						ITEM #	PAID IN FULL				
A	B	C	D	E	F	G	H	J			
Draw NO.	ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		TOTAL COMPLETED (E+F)	% (G ÷ D)	BALANCE TO FINISH	DRAW TOTAL	DRAW DATE	DRAW NUMB PAID
				PREVIOUS DRAW	THIS DRAW						
1	1	Unplanned additional demo/install of kitchen flooring joists and subfloor	\$1,700.00	\$1,700.00	\$0.00	\$1,700.00	100.00%	\$ -	\$3,150.00		1
	2	Trunk Bath window wall bump out. Includes blinds new drywall	\$1,250.00	\$1,250.00	\$0.00	\$1,250.00	100.00%	\$ -			
	3	Remove remaining chimney in living room	\$200.00	\$200.00	\$0.00	\$200.00	100.00%	\$ -			
2	7	Repair internal damage to joists, add flashing to roof over front porch	\$1,100.00	\$1,100.00	\$0.00	\$1,100.00	100.00%	\$ -	\$4,200.00		2
	8	Install plywood subsurface on main roof before install of new roof	\$1,600.00	\$1,600.00	\$0.00	\$1,600.00	100.00%	\$ -			
	9	Replace handrail on front porch	\$1,500.00	\$1,500.00	\$0.00	\$1,500.00	100.00%	\$ -			
3	4	Closet dresser build out	\$500.00	\$500.00	\$0.00	\$500.00	100.00%	\$ -	\$2,805.00		3
	5	Revised mas bath. Glass panels. Add demo, walls, cabinet/counter, plumbing.	\$1,800.00	\$1,800.00	\$0.00	\$1,800.00	100.00%	\$ -			
	6	Trunk Bath shower covers tile labor, framing, tile install materials	\$3,385.00	\$3,385.00	\$0.00	\$3,385.00	100.00%	\$ -			
	10	Back Door Credit. Allowance is \$2000. Cost of Handset \$80, Cost of Door \$300, Cost of Install materials \$40 = \$420. Credit = \$1580	-\$1,580.00	(\$1,580.00)	\$0.00	(\$1,580.00)	100.00%	\$ -			
	11	Front Door Credit. Allowance is \$2000. Customer purchased own slab. Cost of Handset \$200, Install labor \$500 = \$700. Credit = \$1300	-\$1,300.00	(\$1,300.00)	\$0.00	(\$1,300.00)	100.00%	\$ -			
4 UPDATED 11/05/18	12	Replace stair spindles and stair treads. Repair/replace long handrail run. Trim out new stair treads	\$1,700.00	\$1,700.00	\$0.00	\$1,700.00	100.00%	\$ -	\$2,700.00		4
	13	Wall and Flooring, Fixtures, Doors, and Lighting allowance item changes	\$ 1,000.00	\$1,000.00	\$0.00	\$1,000.00	100.00%	\$ -			
5	14	Exterior electrical panel box. Replaced bus bars, cleaned box.	\$ 600.00	\$600.00	\$0.00	\$600.00	100.00%	\$ -	\$2,419.80		5
	15	Additional areas of flooring replaced	\$ 750.00	\$750.00	\$0.00	\$750.00	100.00%	\$ -			
	16	Additional cost of floor registers	\$ 426.17	\$426.17	\$0.00	\$426.17	100.00%	\$ -			
	17	Additional cost of tile grout	\$ 478.63	\$478.63	\$0.00	\$478.63	100.00%	\$ -			
	18	Additional CO2 detectors installed	\$ 165.00	\$165.00	\$0.00	\$165.00	100.00%	\$ -			
CHANGE ORDER GRAND TOTALS			\$15,274.80	\$15,274.80	\$0.00	\$15,274.80	100.00%	PAID IN FULL	\$15,274.80		









ORDINANCE NO. 20-____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, CREATING A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY ZONING DISTRICT IN A COMMERCIAL, (C) BASE ZONING DISTRICT WITH BROADWAY DESIGN STANDARDS FOR A “MULTI-FAMILY RESIDENTIAL” COMPLEX TO ALLOW DEVIATIONS FROM THE LAND DEVELOPMENT REGULATION REQUIREMENTS FOR RIGHT-OF-WAY WIDTH, PARKING SPACE REQUIREMENT, MAXIMUM HEIGHT AND BROADWAY DESIGN STANDARD REQUIREMENTS, ON THE PROPERTY COMMONLY KNOWN AS **5228 BROADWAY / AVENUE J, 5100 SEALY, AVENUE I AND 5215 WINNE / AVENUE G** AND WHICH IS LEGALLY DESCRIBED AS **M.B. MENARD SURVEY (0-0), BLOCK 232 AND THE SOUTH ½ OF ADJACENT AVENUE I; M.B. MENARD SURVEY (0-0), BLOCK 291, 292, AND ADJACENT STREETS; M.B. MENARD SURVEY (0-0), BLOCK 351 AND PART OF ADJACENT AVENUE H AND 52ND STREET; AND M.B. MENARD SURVEY (0-0), BLOCK 352 AND PART OF ADJACENT AVENUE H AND 52ND STREET**, IN THE CITY AND COUNTY OF GALVESTON, TEXAS; PLANNING CASE NUMBER **20P-020**; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article 4 of the 2015 Galveston Land Development Regulations (LDR) allows for the creation of a Planned Unit Development (PUD) Overlay Zoning District; and,

WHEREAS, the Applicants, Michael Saunders, McCormack Baron Salazar, Inc. and property owner, the Galveston Housing Authority (GHA), are requesting that a PUD Overlay Zoning District be created on property commonly known as **5228 Broadway / Avenue J, 5100 Sealy, Avenue I and 5215 Winnie / Avenue G** and which is legally described as the **M.B. Menard Survey (0-0), Block 232 and the South ½ of adjacent Avenue I; M.B. Menard Survey (0-0), Block 291, 292, and adjacent streets; M.B. Menard Survey (0-0), Block 351 and part of adjacent Avenue H and 52nd Street; and M.B. Menard Survey (0-0), Block**, in the City and County of Galveston, Texas; and,

WHEREAS, as further detailed in the Staff Report, attached and incorporated herein as **Attachment 1** (including Exhibits), the subject site is the location of the former Oleander Homes public housing complex. The complex was demolished following Hurricane Ike with the exception of the community center along Broadway. The subject site consists of four parcels located north of Broadway, west of 51st Street, south of Winnie, and east of 53rd Street. The total acreage is 11.48 acres; and,

WHEREAS, the request is to establish a Planned Unit Development (PUD) Overlay District in a Commercial (C) base zoning district with Broadway Design Standards for a “Multi-Family Residential” complex; and,

WHEREAS, the intent of the PUD request is to deviate from the right-of-way width, parking space requirement, maximum height and Broadway Design Standard requirements of the Land Development Regulations (LDR); and,

WHEREAS, a PUD is a floating zoning district intended to create a mixture of uses, density, and infrastructure standards, allowing flexibility in the development standards for specific uses on a specific site; and,

WHEREAS, if the proposed zoning is in accord with Section 13.601.C of the Land Development Regulations, the Planning Commission may recommend approval and City Council may grant the approval of the rezoning request; and,

WHEREAS, at its meeting of June 16, 2020, the Planning Commission recommended approval of the request; and,

WHEREAS, Staff recommends approval of the PUD for the deviations from the current Land Development Regulations (LDR) with conditions as provided in **SECTION 3 below**; and,

WHEREAS, after notice and conduct of a public hearing, the City Council of the City of Galveston, Texas, deems it in the public interest to grant Applicant's request for a Planned Unit Development (PUD) Overlay Zoning District in a Commercial (C) base zoning district with a Height and Density Development zone, Zone-6 (C-HDDZ-6) Overlay Zoning District on the property commonly known as **5228 Broadway / Avenue J, 5100 Sealy, Avenue I and 5215 Winnie / Avenue G**, in the City and County of Galveston, Texas, subject to the conditions set forth in **Section 3** below.

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

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

SECTION 2. Subject to certain conditions set forth in **Section 3** below, the Applicant is hereby granted a Planned Unit Development (PUD) Overlay Zoning District in a Commercial (C) base zoning district with Broadway Design Standards for a "Multi-Family Residential" on property commonly known as **5228 Broadway / Avenue J, 5100 Sealy, Avenue I and 5215 Winnie / Avenue G**, and legally described as the **M.B. Menard Survey (0-0), Block 232 and the South ½ of adjacent Avenue I; M.B. Menard Survey (0-0), Block 291, 292, and adjacent streets; M.B. Menard Survey (0-0), Block 351 and part of adjacent Avenue H and 52nd Street; and M.B. Menard Survey (0-0), Block**, in the City and County of Galveston, Texas.

SECTION 3. This Planned Unit Development (PUD) Overlay Zoning District is subject to the following conditions:

Specific Conditions to 20P-020:

1. Granting of a PUD zoning district shall not relieve the developer from complying with all other applicable sections of the Land Development Regulations (LDR), and other Codes and Ordinances of the City of Galveston, unless such relief is specified in the approved PUD plan and PUD ordinance. Relief provided by this PUD plan includes:

- a. Right-Of-Way Width – from 60 foot right-of-way width to 50 foot right-of-way width;
 - b. Parking Space Requirement – from 1.5 spaces per unit to 1.25 spaces per unit.
 - c. Maximum Height – from 50 feet to 52 feet, and
 - d. Broadway Build-To-Line – from 70% to 0%.
2. Construction must conform to the site plan and design details included with the PUD application and ordinance, Attachments A through H, and adhere to any modifications as approved by City Council.
 3. Along Broadway, the applicant shall plant trees fitting a minimum 30-gallon size “planter/container” and having a minimum height of 10-feet and full shrubs with a minimum 3-foot height. Trees are to be selected from the List of Recommended Tree Species by the Galveston Island tree Conservancy and must be in compliance with the instructions for planting in the Broadway Boulevard treatment Plan.
 4. All trees will be installed according to the City of Galveston Guidelines for planting in the right-of-way. Tree lawns of sufficient size and soil volume shall be installed along the Broadway Boulevard sidewalk, to support large tree species (greater than 30-feet tall at maturity), such as Live Oak, Montezuma, Bald Cypress, Cedar Elms and Mexican Sycamore and the like. Palms are not substitutes for trees but may be included as decorative additions.
 5. The construction of the project shall begin within eight months from July 23, 2020, and must be completed, no later than 36 months (approximately July 2023) from the date of approval. If the project has not begun or completed with the above timeframe, the City Council will have discretion to extend the time period if sufficient cause is determined.
 6. An approved TXDOT permit may be required for the proposed modifications to the Broadway Boulevard sidewalk area. ;
 7. The applicant shall obtain necessary permits and comply with all City Codes. Additional approvals include, but are not limited to:
 - a. Preliminary plat,
 - b. Final plat,
 - c. License to use, if canopies encroach the City of Galveston right-of-way, and
 - d. Tree Removal Permit and mitigation.

Standard Conditions of a Planned Unit Development (PUD):

8. The applicant shall adhere to all comments/conditions received from City departments;
9. Any change or revisions to the adopted PUD Plan shall require an amendment to the PUD ordinance, which requires review by the Planning Commission and City Council. Minor additions and modifications to the approved PUD plan meeting the criteria set forth in Article 4, Section 4.102 (d)(3) of the Land Development Regulations (LDR) may be approved by the Development Services Department; and,
10. The applicant shall submit for approval all plans to the Development Services Department for compliance with all City codes.

SECTION 4. The zoning classification for this property shall be changed to Commercial Zoning (C), PUD overlay and shall be designated as C-PUD on the zoning maps of the City of Galveston, subject to the conditions set forth in **Section 3** above.

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

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

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

SECTION 8. This Ordinance shall be and become effective from and after its adoption and publication in accordance with the provisions of the Charter of the City of Galveston.

APPROVED AS TO FORM:

DONNA M. FAIRWEATHER
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its Regular Meeting held on July 23, 2020, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2020.

Secretary for the City Council
of the City of Galveston



20P-020

STAFF REPORT

ADDRESS:

5228 Broadway /Avenue J, 5100 Sealy, Avenue I, and 5215 Winne/Avenue G

LEGAL DESCRIPTION:

Properties are legally described as M.B. Menard Survey (0-0), Block 232 and the South 1/2 of Adjacent Avenue I; M.B. Menard Survey (0-0), Block 291, 292, and Adjacent Streets; M.B. Menard Survey (0-0), Block 351 and Part of Adjacent Avenue H and 52nd Street; and M.B. Menard Survey (0-0), Block 352 and Part of Adjacent Avenue H and 52nd Street; in the City and County of Galveston, Texas

APPLICANT/REPRESENTATIVE:

Michael Saunders, McCormack Baron Salazar, Inc.

PROPERTY OWNER:

Galveston Housing Authority

ZONING:

Commercial (C)

REQUEST:

Planned Unit Development (PUD)

APPLICABLE LAND USE REGULATIONS:

Article 4 of the Land Development Regulations

STAFF RECOMMENDATION:

Approval with Conditions

ATTACHMENTS:

- A – Survey
- B – PUD Plan/Narrative
- C – Site Plans
- D – Elevations
- E – Parking Study
- F – Tree Preservation Plan
- G – Landscape Materials
- H – Stormwater Management

STAFF:

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

City Department Notification Responses:

No Objections with the following comments:

Building Division: Must pull all necessary permits, comply with all current adopted codes and City Flood Damage Prevention Ordinance.

Public Works: To ensure that the City does not encounter the previous issues with the addressing of the Housing Authority properties/developments, the City will only be providing one primary address per individual tract of land.

The developer shall be responsible for creating all internal secondary addresses and, if necessary, ensuring that the secondary addresses are recognize by the Galveston Central Appraisal District and the United States Postal Service.

Public Notice and Comment:

Sent	Returned	In Favor	Opposed	No Comment
33	4	2	2	0

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



Background

The site is the location of the former Oleander Homes public housing complex. The complex was demolished following Hurricane Ike with the exception of the community center along Broadway.

Executive Summary

The request is to establish a Planned Unit Development (PUD) Overlay District in a Commercial (C) base zoning district with Broadway Design Standards for a “Multi-Family Residential” complex. The intent of this PUD request is to deviate from the following requirements of the Land Development Regulations (LDR): right-of-way width, parking space requirement, maximum height, and Broadway Design Standard requirements.

Site Details

The subject site consists of four parcels located north of Broadway, west of 51st Street, south of Winnie, and east of 53rd Street. The total acreage is 11.48 acres. The site is vacant except for the former community center building adjacent to Broadway.

Compatibility with Base and Surrounding Zoning and Land Uses

The Planned Unit Development (PUD) is a floating zoning district intended to create a mixture of uses, density and infrastructure standards, allowing flexibility in the development standards for specific uses on a specific site.

The use of “Multi-Family Residential” is a permitted land use in the base Commercial (C) zoning district. The surrounding land uses consist of a variety of residential, commercial, and industrial uses.

Ability of the Property to be used under Current Zoning

The subject site is zoned Commercial (C). The intent of this zoning district is to accommodate a wide range of retail, service, and office uses. The use of “Multi-Family Residential” is a permitted land use in the Commercial (C) zoning district

The block facing onto Broadway between 52nd and 53rd Streets and labeled on the attachments as “Block 1” is subject to the Broadway Boulevard Design Standards, Appendix Commercial (C), Note 12 of the LDR. This section provides additional standards for properties fronting on Broadway.

PUD Details /Development Plan

The purpose or intent of the PUD	The intent of this PUD request is to deviate from the following requirements of the Land Development Regulations: right-of-way width – from 60-foot right-of-way width to 50-foot right-of-way width, parking space requirement – from 1.5 spaces per unit to 1.25 spaces per unit, maximum height – from 50 feet to 52 feet, and Broadway build-to-line – from 70% to 0%.
PUD Land Uses	“Multi-Family Residential” land use is a permitted land use in the Commercial (C) zoning district
Density	The density is 34.5 dwelling unit per acre. The proposal includes 348 dwelling units with 306 apartments and 42 townhouses. Although the site is currently 11.48 acres, 1.49 acres will be dedicated to the City as public streets.
Building Height	The tallest buildings are three stories with a height of 52 feet above the Base Flood Elevation. The majority of the building heights will be less than 50 feet. The maximum height allowed by the Land Development Regulations is 50 feet measured from the Base Flood Elevation for properties zoned Commercial (C).

Building Setbacks	Building setback is five feet from the side property lines. There is no front or rear setback requirement. Along the Broadway frontage there is a build-to-line requirement that at least 70% of the building be located adjacent to the property line. The applicant is requesting a reduction of this requirement from the 70% to 0%. The building proposed for the Broadway frontage is setback at least 10 feet from the property line to provide area for three stormwater planters.
Limits of Construction	The proposal includes a “Multi-Family Residential” complex and associated amenities. All construction will take place within the subject property.
Building Elevations	Building elevations are included in Attachment D and will consist of brick, stucco, glass, and siding.
Vehicular Parking	The applicant has provided a parking study, Attachment E, which supports the request to reduce the parking space requirement from 1.5 spaces per unit to 1.25 spaces per unit.
Pedestrian Access	Pedestrian access is provided along all of the public street and for internal access.
Streets and Circulation	The applicant is proposing to reestablish rights-of-way for Ball/Avenue H and 52 nd Street. They are requesting approval to reduce the required right-of-way width from 60 feet to 50 feet. Circulation for vehicles is located at intervals along the proposed streets.
Screening and Landscape	Screening and Landscaping is provided throughout the complex. The greenspace provided is 171,281 square feet and 39% of the site; including 41,756 square feet of bioswales and 23,080 square feet of stormwater planters. These Low Impact Development features enable the development to retain all stormwater on site. The applicants have provided a Tree Preservation Plan, Attachment F. From the 36 identified trees and palms, 25 will be preserved or relocated within the site. The palms indicated for removal may be removed without any required mitigation. Tree #21 will required a Tree Removal Permit and mitigation. Screening will be provided for the trash dumpsters.
Environmental protection	During construction, temporary storm water pollution prevention devices will be installed to ensure compliance with TCEQ NOI filing.
Signage	Signage will conform to Article 5 of the LDR.
Lighting	Lighting will conform to Article 7 of the LDR.
Phasing or Scheduling	The applicant has provided the following schedule: Permitting: October – December 2020 Building Permit Ready to Issue: January 2021 Start Construction: March 2021 Construction Completion: April 2023
Unique characteristics or exceptional circumstances	The applicant has worked closely with the City Engineer in utilizing Low Impact Development features such as bioswales and stormwater planters to reduce the development’s impact on the public storm sewer system.

Criteria for Approval

Per Section 13.601.C of the Land Development Regulations, the Planning Commission may recommend approval and City Council may grant the approval of a rezoning request if it is demonstrated that:

1. The proposed zoning is preferable to the existing zoning in terms of its likelihood of advancing the goals, objectives, and policies of the City of Galveston 2011 Comprehensive Plan and other adopted neighborhood plans, special area plans, redevelopment plans, or other plans applicable to the area;
 - a) The goal of the 2011 Comprehensive Plan's Housing and Neighborhood Element is to "Expand the Availability of Quality Housing to Meet the Needs of a Diverse Population & Build Strong Neighborhoods to Enhance Community Character. Objective HN-3 call for expanded housing choices for low to moderate and workforce income households to strengthen neighborhoods. The Economic Development element recognizes development of workforce and middle-income housing as vital for attracting economic growth on the Island. The Land Use and Community character Element specifically identifies North of Broadway as a location in which new market-rate, high-density urban housing should be located.
2. The proposed zoning is consistent with the future land use map of the City of Galveston 2011 Comprehensive Plan (a future land use map amendment may be processed concurrently with the rezoning);
 - b) The proposed change will not change the base zoning of Commercial (C).
3. The proposed change is consistent with the implementation of existing or pending plans for providing streets, water and wastewater, other utilities, and the delivery of public services to the area in which the parcel proposed for rezoning is located;
 - c) The applicant has worked with the Public Works Department to address their concerns regarding stormwater retention. The applicant will be reinstalling portions of Sealy/Avenue I, Ball/Avenue H, and 52nd Streets at their expense. No objections were submitted by any City Departments.
4. The range of uses and the character of development that is allowed by the proposed zone will be compatible with the properties in the immediate vicinity of the parcel proposed for rezoning, and the parcel proposed for rezoning has sufficient dimensions to accommodate reasonable development that complies with the requirements of these Regulations including parking and buffering requirements;
 - d) The range of land uses will remain the same if the PUD is approved. The property is 11.48 acres, which is large enough to provide for reasonable development. All parking and buffering requirements will be met.
5. The pace of development and/or the amount of vacant land currently zoned for comparable development in the vicinity suggests a need for the proposed rezoning in order to ensure an appropriate inventory of land to maintain a competitive land market that promotes economic development.

e) The site was previously used for Multi-Family development.

Planning Commission At the June 16, 2020 regular meeting, the Planning Commission voted to recommend approval of the request with Staff's Recommendations. The vote was unanimous.

Staff Recommendation Staff finds that the above referenced Criteria for approval have been met.

The City Council has expressed an interest in improving the sidewalk areas on Broadway with additional landscaping. Recently, staff has worked with the Galveston Island Tree Conservancy to determine appropriate planting standards, including appropriate tree species, and size and soil volume. These standards are listed in conditions three and four below. These conditions have been placed by City Council on previously approved PUDs on Broadway. The applicant is proposing a significant number of street trees along Broadway and other street frontages.

Staff is recommending approval of this request with the following conditions:

Specific Conditions:

1. Granting of a PUD zoning district shall not relieve the developer from complying with all other applicable sections of the Land Development Regulations (LDR), and other Codes and Ordinances of the City of Galveston, unless such relief is specified in the approved PUD plan and PUD ordinance. Relief provided by this PUD plan includes:
 - a. Right-Of-Way Width – from 60-foot right-of-way width to 50-foot right-of-way width,
 - b. Parking Space Requirement – from 1.5 spaces per unit to 1.25 spaces per unit,
 - c. Maximum Height – from 50 feet to 52 feet, and
 - d. Broadway Build-To-Line – from 70% to 0%.
2. Construction must conform to the site plan and design details included with the PUD application and ordinance, Attachments A through H, and adhere to any modifications as approved by City Council;
3. Along Broadway, the applicant shall plant trees fitting a minimum 30-gallon size “planter/container” and having a minimum height of 10-feet and full shrubs with a minimum 3-foot height. Trees are to be selected from the List of Recommended Tree Species by the Galveston Island Tree Conservancy and must be in compliance with the instructions for planting in the Broadway Boulevard Treatment Plan;
4. All trees will be installed according to the City of Galveston Guidelines for planting in the right of way. Tree lawns of sufficient size and soil volume shall be installed along the Broadway Boulevard sidewalk, to support large tree species (greater than 30-feet tall at maturity), such as Live Oak, Montezuma, Bald Cypress, Cedar Elms and Mexican Sycamore and the like. Palms are not substitutes for trees but may be included as decorative additions;
5. The construction of the project shall begin within eight months from July 23, 2020, the date of approval, and must be completed no later than 36 months (July 2023) from the date of approval. If the project has not begun or completed within the above timeframe, the City Council will have discretion to extend the time period if sufficient cause is determined.

6. An approved TXDOT permit may be required for the proposed modifications to the Broadway Boulevard sidewalk area;
7. The applicant shall obtain necessary permits and comply with all City Codes. Additional approvals include, but are limited to:
 - a. Preliminary plat,
 - b. Final plat,
 - c. License to use, if canopies encroach the City of Galveston right-of-way, and
 - d. Tree removal Permit and mitigation.

Standard Conditions of a Planned Unit Development (PUD):

8. The applicant shall adhere to all comments/conditions received from City departments;
9. Any change or revisions to the adopted PUD Plan shall require an amendment to the PUD ordinance which requires review by the Planning Commission and City Council. Minor additions and modifications to the approved PUD plan meeting the criteria set forth in Article 4, Section 4.102 (d)(3) of the Land Development Regulations (LDR) may be approved by the Development Services Department; and
10. The applicant shall submit for approval all plans to the Development Services Department for compliance with all City codes.

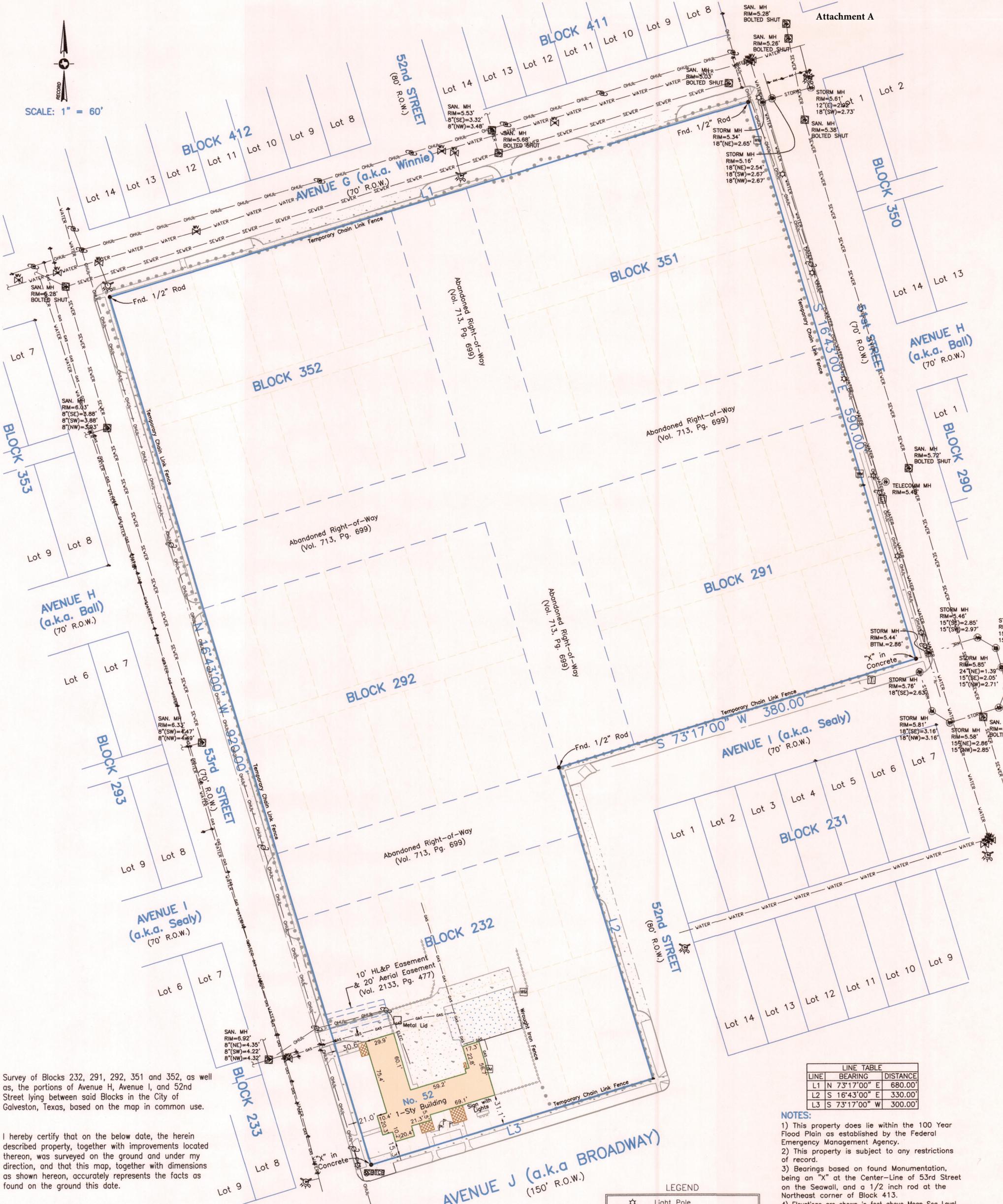
Respectfully submitted,



Catherine Gorman, Assistant Director, HPO, AICP

7/9/2020
Date

SCALE: 1" = 60'



Survey of Blocks 232, 291, 292, 351 and 352, as well as, the portions of Avenue H, Avenue I, and 52nd Street lying between said Blocks in the City of Galveston, Texas, based on the map in common use.

I hereby certify that on the below date, the herein described property, together with improvements located thereon, was surveyed on the ground and under my direction, and that this map, together with dimensions as shown hereon, accurately represents the facts as found on the ground this date.

Brian S. House
 Brian S. House
 Registered Professional
 Land Surveyor No. 6520



REVISED: 03/18/2020
 SURVEY DATE: JANUARY 16, 2020
 FILE No.: 3505-0232-0000-000
 DRAFTING: RGW
 JOB No.: 20-0028



GALVESTON OFFICE
 Registration Number: 10193855
 (409) 740-1517 www.hightidelandsurveying.com
 8017 HARBORSIDE DRIVE | GALVESTON, TX 77554
 Mailing | P.O. BOX 16142 | GALVESTON, TX 77552

LEGEND

- Light Pole
- Power Pole
- Guy Wire
- Telephone Box
- Manhole
- Sanitary Sewer
- Gas Meter
- Water Meter
- Water Valve
- Fire Hydrant
- Traffic Signal Pole
- Traffic Signal Control Box
- GAS — Underground Gas Line
- OHUL — Overhead Utility Line
- ELEC — Underground Electrical Line

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 73°17'00" E	680.00'
L2	S 16°43'00" E	330.00'
L3	S 73°17'00" W	300.00'

- NOTES:
- 1) This property does lie within the 100 Year Flood Plain as established by the Federal Emergency Management Agency.
 - 2) This property is subject to any restrictions of record.
 - 3) Bearings based on found Monumentation, being an "X" at the Center-Line of 53rd Street on the Seawall, and a 1/2 inch rod at the Northeast corner of Block 413.
 - 4) Elevations are shown in feet above Mean Sea Level NAD '88 Datum as tied to NGS Monument HGCD 62.
 - 5) Company: First American Title Insurance Company
 GF No.: NCS-997150-STL0
 Issue Date: February 3, 2020
 - 6) Exception from Coverage:
 Item 10h: Subsurface right-of-way and Easement in favor of George Mitchell & Associates, Inc. filed in Volume 2077, Page 800;
 Item 10i: Terms, Conditions and stipulations in Galveston Townsite Unit No. 1 Declaration of Pool filed in Volume 2022, Page 628 and as affected by instruments filed in Volume 210, Page 169 and Volume 2289, Page 247;
 Item 10j: Terms, conditions and stipulations contained in instrument filed in Clerk's File No. 8931025.
 - 7) Underground electrical, gas, sanitary sewer, storm sewer, and water utility lines, as shown hereon, are based on observed point stripes and pin flags, marked by others, and observed above ground features. Locations shown should be considered approximate and should be verified in the field prior to construction.



May 18, 2020

Galveston Initiative III, LP
c/o McCormack Baron Salazar, Inc.
720 Olive Street, Suite 2500
St. Louis, Missouri 63101

RE: Oleander Homes
Galveston, TX
Planned Unit Development Narrative

The planned development known as Oleander Homes will consist of 348 apartment units; which 306 are apartment flats in 5 corridor buildings and 42 townhomes in 12 buildings. Currently the site consists of 11.48 acres. Per the submitted Planned Unit Development, the owner will dedicate 1.49 acres to reestablish the public right of ways at Avenue I, Avenue H and 52nd Street. The new total land area will be 10.08 acres with an overall density at 34.5 units/acre.

The site is currently zoned “C” commercial with a Broadway Boulevard Design Standard overlay. The permitted use of the development will be Multifamily (MF). For the most part the development intends to comply with the zoning requirements established by the City of Galveston Land Development Regulations. Due to some unique characteristics of the site, there are some requested changes that are desired to be established with the submission of the Planned Unit Development Overlay. Most notably this site has been directed by the City of Galveston engineering to detain all of its stormwater and infiltrate runoff onsite. This is due to the existing public storm sewer being at capacity, and was not designed to accommodate our infill redevelopment. To maximize the green spaces and open areas needed to achieve this requirement, we are asking for the following regulations to be adopted by the PUD submission.

- Establish 50’ Public Right of Ways with 27’ wide paved streets in accordance with City of Galveston RD-50 Residential Road standards at abandoned 70’ and 80’ ROW.
- Establish 10’ building setbacks along new and existing right of ways at Broadway Boulevard, Avenue I, 51st Street, 52nd Street and 53rd Street. Along Avenue H a 20’ building setback for the townhome buildings is being proposed.
- To reduce the required surface paving a parking reduction from the required 1.5 spaces/unit for multifamily, to 1.25 spaces/unit is being requested.
- Signage will adhere to Article 5 of the Galveston Land Development Regulations. Signage will be located at the corridor buildings addressing right of way intersections. Per Article 5 for C Commercial, attached signs are limited to 3 sign types not exceeding a 500 square foot cumulative area.

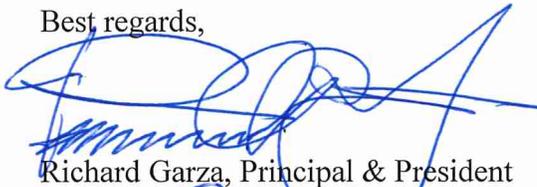
- The Base Flood Elevation for our site is 12'. The tallest buildings being the corridor building types will be 3 stories with a maximum top of parapet of 52' above BFE. The majority of the parapets will be less than 50' per allowed standards; but at corner and architectural features we are proposing a taller height to allow for roof top access by the building's stair for maintenance.
- To achieve the stormwater management requirement, we are proposing areas on the site where we will provide bioswales, stormwater planters, drainable paving and underground detention chambers. Along with the development's needs for building footprints, parking and amenity spaces; we will utilize these stormwater strategies in the available open spaces for both onsite and offsite stormwater. We have indicated these potential areas on the PUD site plan.

With these allowed changes, we hope to increase the development's green space for managing the needs of the stormwater detention and as an amenity to the development. The included site plan and building elevations will provided additional clarification of the intent we desire to achieve. If there are any questions or clarifications, please consider me available.

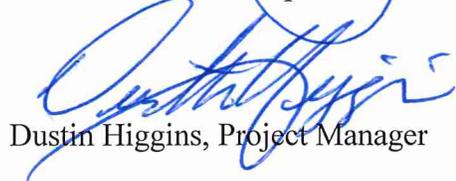
The following exhibits are provided with this submission:

- PUD Site plans, overall development and per block.
- Building Elevations of all building types.
- Oleander Homes Site Survey
- Exhibit A – Tree preservation/mitigation plan
- Exhibit B – Proposed landscape planting material
- Exhibit C – Stormwater Management Strategies

Best regards,



Richard Garza, Principal & President



Dustin Higgins, Project Manager

PLAN DEVELOPMENT NOTES:

- SITE PROPOSED ZONING CHANGE FROM (C) COMMERCIAL TO PD* PLANNED DEVELOPMENT
- DUMPSTER ENCLOSURES TO BE CONSTRUCTED OF STAINED ROUGH CEDAR FENCING WITH TUBE STEEL FRAMING
 - CONDENSING UNITS TO BE LOCATED ON THE ROOF OF THE 4 STORY BUILDINGS. THE TOWNHOME BUILDINGS ARE TO HAVE CONDENSING UNITS ON THE 2ND LEVEL BALCONIES.
 - ALL LANDSCAPING MUST COMPLY WITH CITY OF GALVESTON LANDSCAPE ORDINANCE ON ACCEPTABLE SPECIES.
 - LAMP POSTS ARE SHOWN ON THE SITE PLAN AND IDENTIFIED AS LP. WALL PACKS ARE SHOWN ON THE PLANS AND IDENTIFIED AS WP. LAMP POSTS ARE TO HAVE FULL CUT-OFF SHIELD WITH HEIGHT OF 12'-0" MAX. FIXTURE MUST PROVIDE MINIMUM OF 5 FOOT CANDLES AT BASE.
 - WALL PACK LIGHTING TO BE MOUNTED AT 10'-0" ANGLE OF BEAM IS ADJUSTED TO NOT ENCRUSH ON ADJACENT PROPERTY. FIXTURE MUST PROVIDE A MINIMUM OF 6 FOOT CANDLES AT SURFACE.
- ACCESSIBLE ROUTE
- FULLY ACCESSIBLE UNITS-5% OF TOTAL NUMBER OF EACH TYPE OF UNITS-REFER TO BUILDING PLANS FOR LOCATIONS ON EACH FLOOR-TOTAL: 7-A1, 8-B1, 1-C1, 1-D1=17 UNITS
- VISION AND HEARING IMPAIRED UNITS-2% OF TOTAL NUMBER OF EACH TYPE OF UNITS-REFER TO BUILDING PLANS FOR LOCATIONS ON EACH FLOOR-TOTAL: 3-A1, 4-B1, 1-C1=8 UNITS



VICINITY MAP

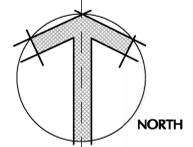
UNIT MIX ALL BLOCKS:

TYPE I	AREA	1ST FLOOR	2ND FLOOR	3RD FLOOR	TOTAL	%
UNIT A1	755 S.F.	1	6	6	13	33%
UNIT B1	976 S.F.	1	9	1	21	53%
UNIT C1	1218 S.F.	0	1	1	2	5%
UNIT D1	1820 S.F.	0	0	0	1	3%
TOTAL	7	16	16	39	39	100%
TYPE II	AREA	1ST FLOOR	2ND FLOOR	3RD FLOOR	TOTAL	%
UNIT A1	755 S.F.	13	13	39	65	45%
UNIT B1	976 S.F.	15	15	45	75	52%
UNIT C1	1218 S.F.	1	1	3	5	3%
TOTAL	29	29	29	87	87	100%
TYPE III	AREA	1ST FLOOR	2ND FLOOR	3RD FLOOR	TOTAL	%
UNIT A1	755 S.F.	9	9	27	45	45%
UNIT B1	976 S.F.	9	11	31	51	51%
UNIT C1	1218 S.F.	2	0	0	2	2%
TOTAL	20	20	20	60	60	100%
UNIT TH-2	1271 S.F.	12 UNITS	3 TYPE III BUILDINGS=180 UNITS			
UNIT TH-3	1599 S.F.	26 UNITS				
UNIT TH-4	1907 S.F.	4 UNITS				
TOTAL	42 UNITS	TOTAL UNITS ALL BLOCKS: 348 UNITS				

REQUIRED PARKING: 348 UNITS X 1.25=435 SPACES
 PARKING PROVIDED: 64 SURFACE 15 HC 356 STANDARD GND COVERED TOTAL 435 SPACES
 DENSITY: 44.55 UNITS/ACRE +32 ON STREET

ALL BLOCKS

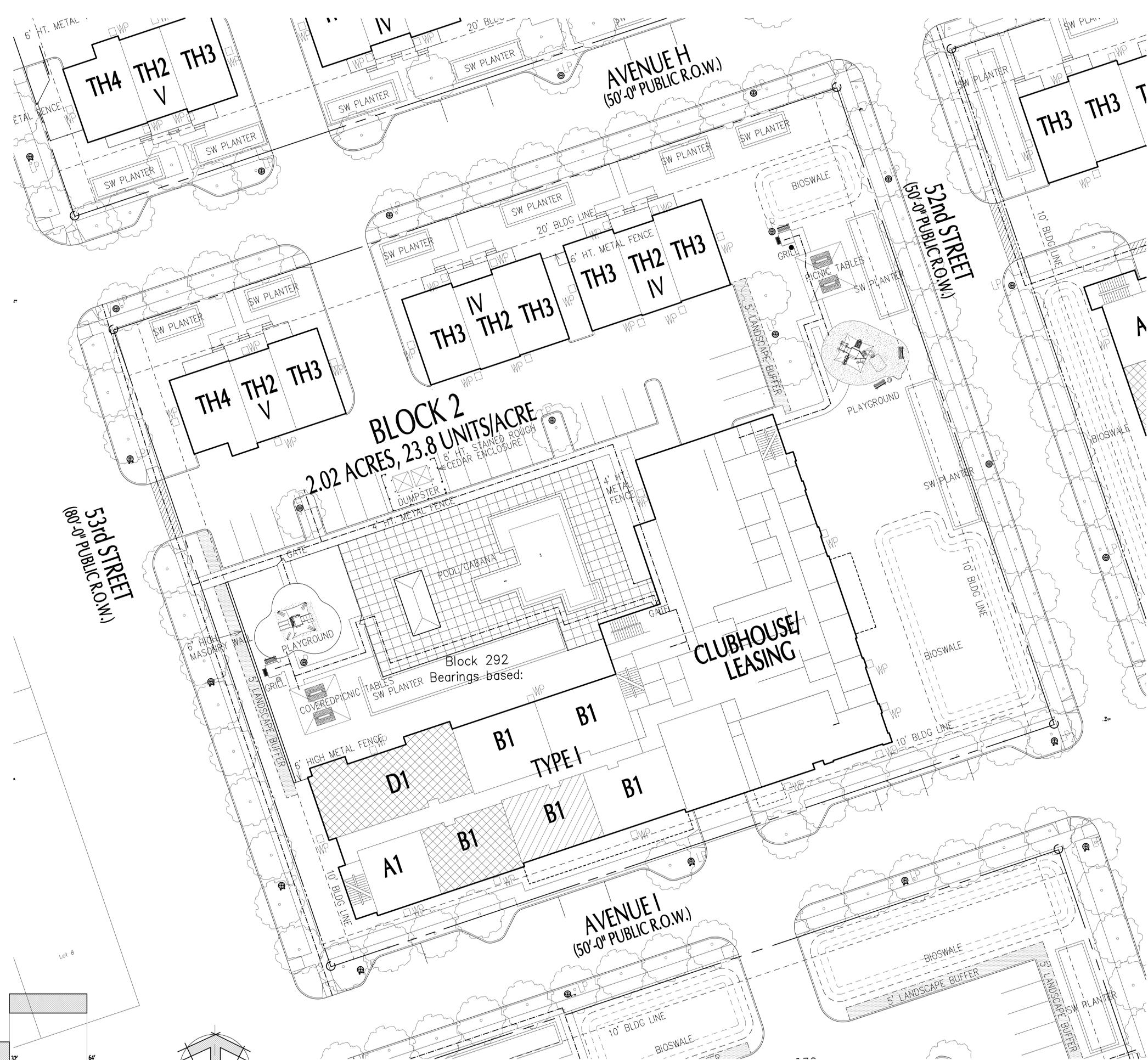
- TOTAL SITE AREA: 439,085 S.F. 10.08 ACRES
- BUILDING FOOTPRINTS:**
- 1 BUILDING TYPE I: 21,436 S.F.
 - 1 BUILDING TYPE II: 36,208 S.F.
 - 3 BUILDING TYPE III: 25,291 S.F.
 - 5 BUILDING TYPE IV: 2442 S.F.
 - 4 BUILDING TYPE V: 2559 S.F.
 - 3 BUILDING TYPE VI: 4154 S.F.
- TOTAL BUILDING FOOTPRINTS: =166,305 S.F.
- PAVING AND SIDEWALKS:** 74,546 S.F.
SM PLANTERS: 23,880 S.F.
TOTAL GREENSPACE: 171,781 S.F. 39%
TOTAL IMPERMEABLE AREA: 253,759 S.F. 58%
- GREENSPACE:**
 BROWSALES: 41,756 S.F.
 SW PLANTERS: 23,880 S.F.
 TOTAL GREENSPACE: 171,781 S.F. 39%
 TOTAL IMPERMEABLE AREA: 253,759 S.F. 58%



01 OVERALL SITE PLAN

SCALE: 1"=40'-0"





FULLY ACCESSIBLE UNITS-5% OF TOAL NUMBER OF EACH TYPE OF UNITS-REFER TO BUILDING PLANS FOR LOCATIONS ON EACH FLOOR
 VISION AND HEARING IMPAIRED UNITS-2% OF TOTAL NUMBER OF EACH TYPE OF UNITS-REFER TO BUILDING PLANS FOR LOCATIONS ON EACH FLOOR
 ACCESSIBLE ROUTE

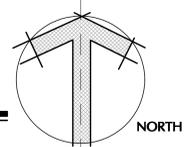
UNIT MIX BLOCK 2:

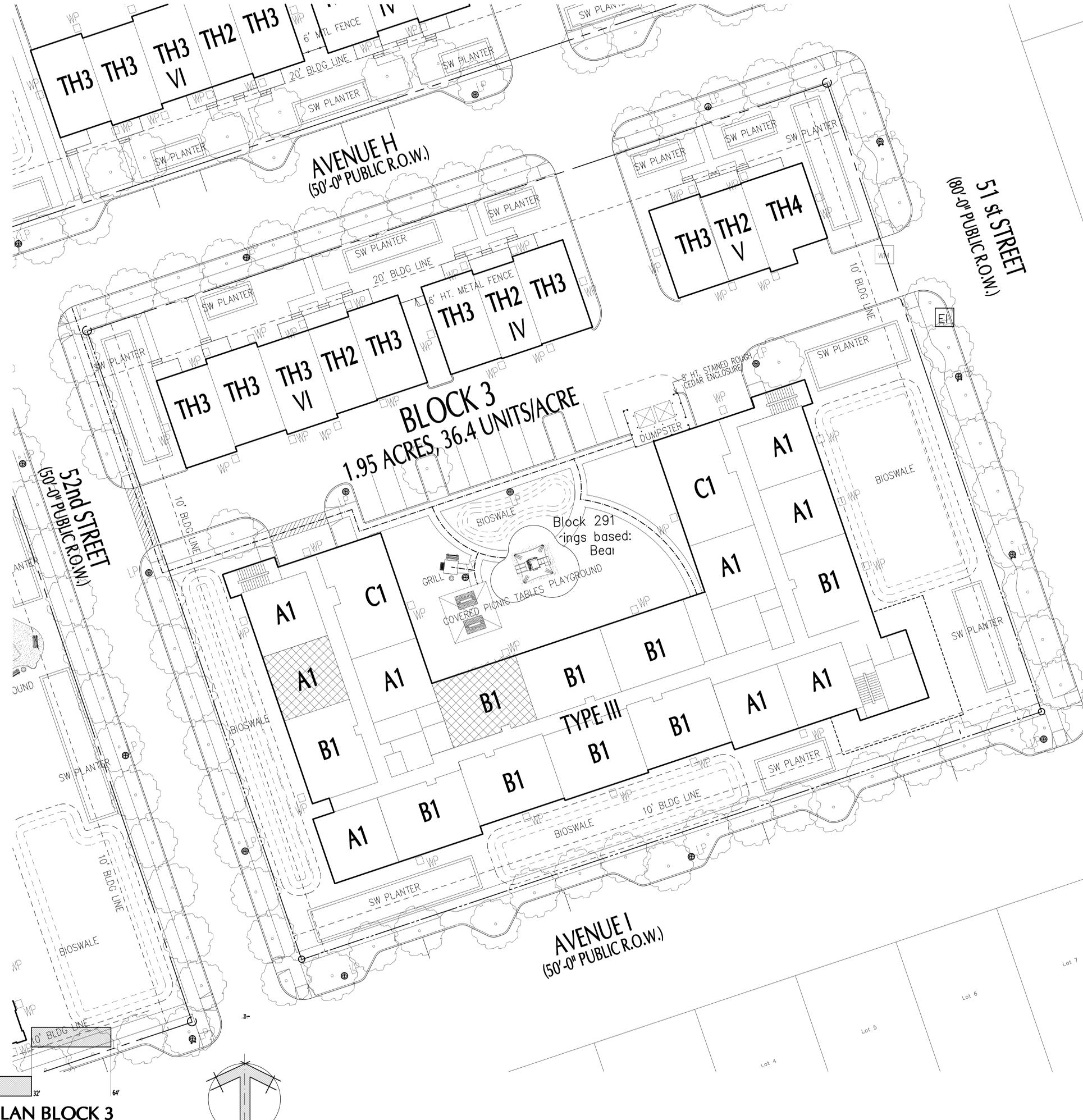
TYPE I	AREA	1ST FLOOR	2ND FLOOR	3RD FLOOR	TOTAL	%
UNIT A1	755 S.F.	1	6	13	20	33%
UNIT B1	976 S.F.	5	9	23	37	59%
UNIT C1	1218 S.F.	0	1	2	3	5%
UNIT D1	1850 S.F.	1	0	1	2	3%
TOTAL		7	16	16	39	100%

UNIT TH-2 1271 S.F. 3 UNITS
 UNIT TH-3 1599 S.F. 3 UNITS
 UNIT TH-4 1907 S.F. 1 UNIT
TOTAL 9 UNITS **TOTAL UNITS BLOCK 2: 48 UNITS**
REQUIRED PARKING: 48 UNITS X1.25=60 SPACES
PARKING PROVIDED: 19 SURFACE 2 HC 49 STANDARD GND. COVERED TOTAL 70 SPACES
DENSITY: 23.8 UNITS/ACRE **+9 ON STREET SPACES**

BLOCK 2
 TOTAL SITE AREA: 87,991 S.F. 2.02 ACRES
 BUILDING FOOTPRINTS:
 BUILDING TYPE I: 21,436 S.F.
 BUILDING TYPE IV: 2442 S.F.
 BUILDING TYPE V: 2550 S.F.
TOTAL FOOTPRINTS: 26,428 S.F. S.F.
 PAVING AND SIDEWALKS: 14,122 S.F.
 POOL AND DECK: 7983 S.F.
 PLAYGROUND PICNIC TABLES: 2804 S.F.
 PORCHES: 4022 S.F.
 GREENSPACE:
 BIOSWALES: 4392 S.F.
 SW PLANTERS: 3306 S.F.
TOTAL GREENSPACE: 23,424 S.F. 27%
TOTAL IMPERMEABLE AREA: 57,576 S.F. 65%

01 SITE PLAN BLOCK 2
 SCALE: 1/16"=1'-0"



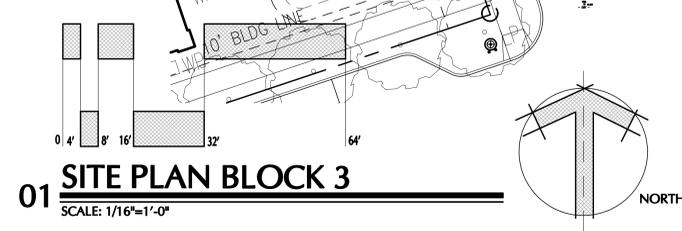


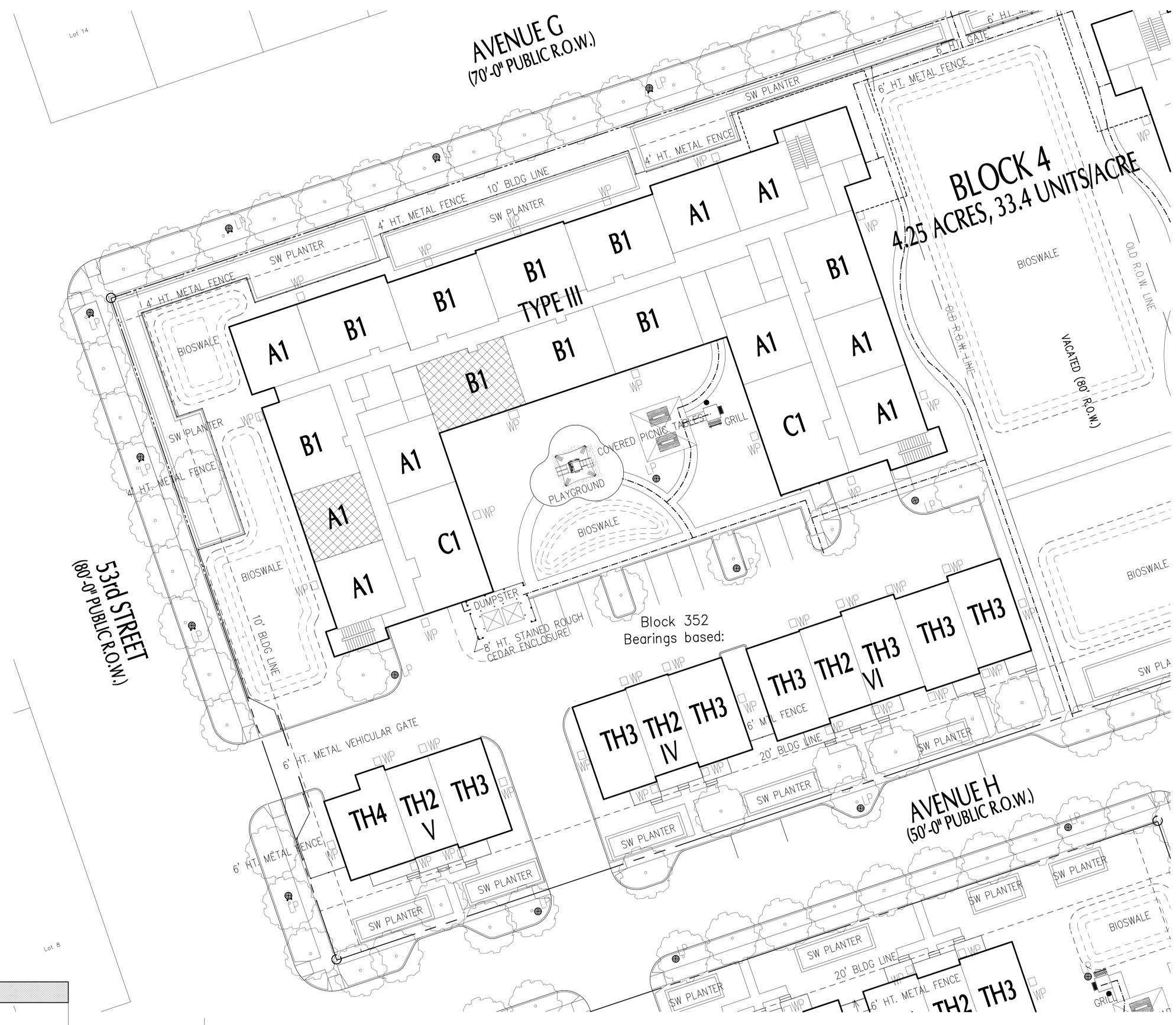
FULLY ACCESSIBLE UNITS-5% OF TOTAL NUMBER OF EACH TYPE OF UNITS-REFER TO BUILDING PLANS FOR LOCATIONS ON EACH FLOOR
 VISION AND HEARING IMPAIRED UNITS-2% OF TOTAL NUMBER OF EACH TYPE OF UNITS-REFER TO BUILDING PLANS FOR LOCATIONS ON EACH FLOOR
 ACCESSIBLE ROUTE

UNIT MIX BLOCK 3:

TYPE III	AREA	1ST FLOOR	2ND FLOOR	3RD FLOOR	TOTAL	%
UNIT A1	755 S.F.	9	9	9	27	45%
UNIT B1	976 S.F.	9	11	11	31	52%
UNIT C1	1216 S.F.	2	0	0	1	3%
TOTAL		20	20	20	60	100%

UNIT TH-2 1271 S.F. 3 UNITS
 UNIT TH-3 1599 S.F. 7 UNITS
 UNIT TH-4 1907 S.F. 1 UNIT
TOTAL 11 UNITS
TOTAL UNITS BLOCK 3: 71 UNITS
 REQUIRED PARKING: 71 UNITS X 1.25=89 SPACES
 PARKING PROVIDED:
 10 SURFACE 3 HC 74 STANDARD GND COVERED TOTAL 87 SPACES
 DENSITY: 36.4 UNITS/ACRE +9 ON STREET SPACES
BLOCK 3
 TOTAL SITE AREA: 85,942 S.F. 1.95 ACRES
 BUILDING FOOTPRINTS:
 BUILDING TYPE III: 25,251 S.F.
 BUILDING TYPE IV: 2442 S.F.
 BUILDING TYPE V: 2539 S.F.
 BUILDING TYPE VI: 4154 S.F.
 TOTAL FOOTPRINTS: 33,286 S.F.
 PAVING AND SIDEWALKS: 15,720 S.F.
 PLAYGROUNDS/PICNIC TABLES: 1181 S.F.
 PORCHES: 1930 S.F.
 GREENSPACE:
 BIOSWALES: 8747 S.F.
 SW PLANTERS: 5857 S.F.
 TOTAL GREENSPACE: 33,346 S.F. 39%
 TOTAL IMPERMEABLE AREA: 52086 S.F. 61%





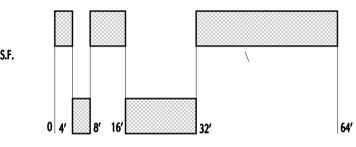
FULLY ACCESSIBLE UNITS-5% OF TOTAL NUMBER OF EACH TYPE OF UNITS-REFER TO BUILDING PLANS FOR LOCATIONS ON EACH FLOOR
 VISION AND HEARING IMPAIRED UNITS-2% OF TOTAL NUMBER OF EACH TYPE OF UNITS-REFER TO BUILDING PLANS FOR LOCATIONS ON EACH FLOOR
 ACCESSIBLE ROUTE

UNIT MIX BLOCK 4:

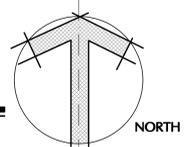
TYPE III	AREA	1ST FLOOR	2ND FLOOR	3RD FLOOR	TOTAL	%
UNIT A1	755 S.F.	9	9	27	45	43%
UNIT B1	976 S.F.	9	11	31	51	52%
UNIT C1	1218 S.F.	2	0	0	2	3%
TOTAL		20	20	60	100	100%

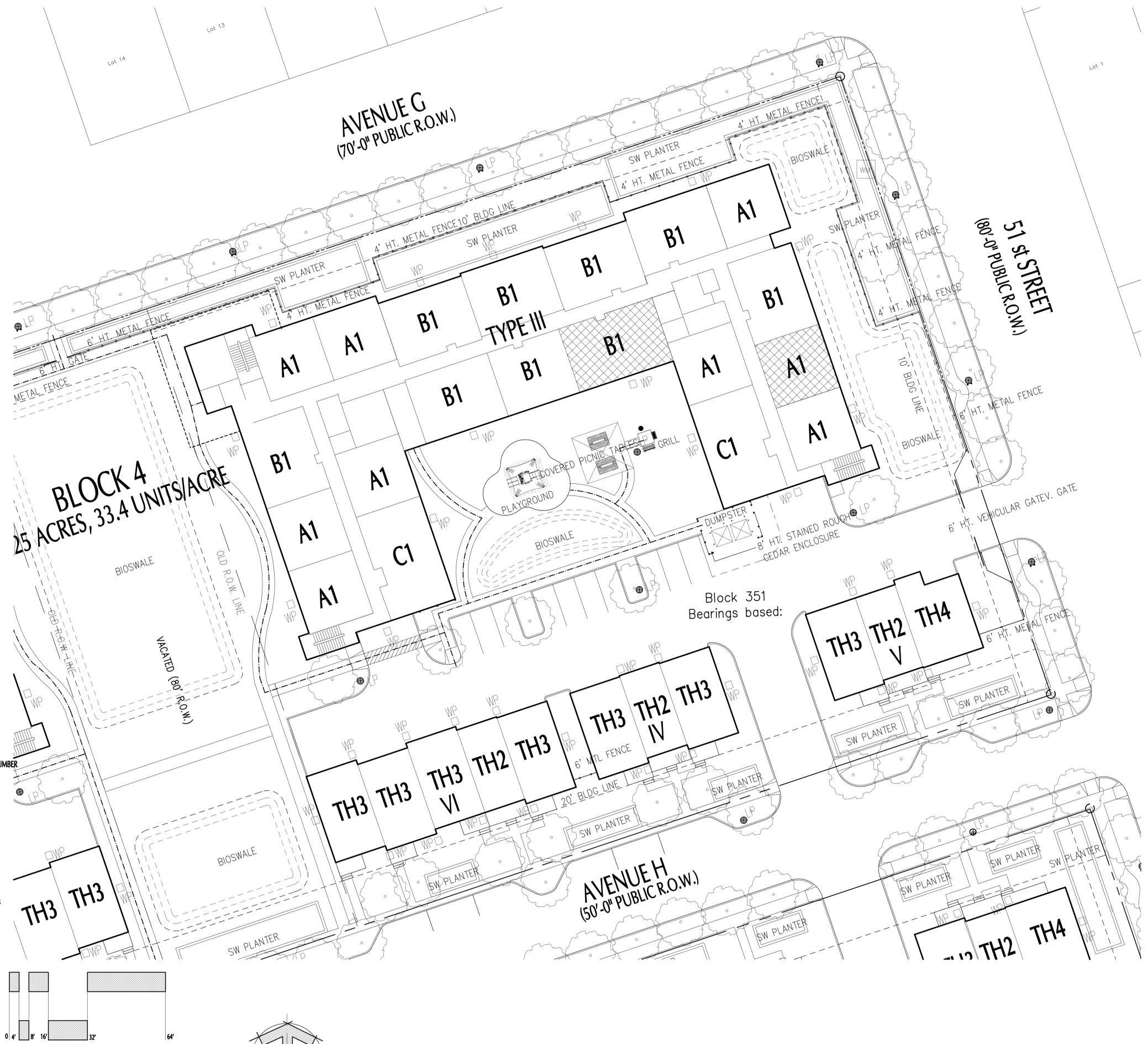
UNIT TH2 1271 S.F. 6 UNITS
 UNIT TH3 1599 S.F. 14 UNITS
 UNIT TH4 1907 S.F. 2 UNITS
 UNIT TH5 2539 S.F. 2 UNITS
 UNIT TH6 4154 S.F. 2 UNITS
TOTAL 22 UNITS TOTAL UNITS BLOCK 4: 142 UNITS
 REQUIRED PARKING: 142 UNITS X 1.25=178 SPACES
 PARKING PROVIDED: 6 HC 148 STANDARD GND. COVERED TOTAL: 174 SPACES + 14 ON STREET
 DENSITY: 33.4 UNITS/ACRE

BLOCK 4
 TOTAL SITE AREA: 185,130 S.F. 4.25 ACRES
 BUILDING FOOTPRINTS:
 BUILDING TYPE II: 25,251 S.F.
 BUILDING TYPE III: 25,251 S.F.
 BUILDING TYPE IV: 2442 S.F.
 BUILDING TYPE V: 2442 S.F.
 BUILDING TYPE VI: 2539 S.F.
 BUILDING TYPE VII: 2539 S.F.
 BUILDING TYPE VIII: 4154 S.F.
 BUILDING TYPE IX: 4154 S.F.
 TOTAL BUILDING FOOTPRINTS: 66,510 S.F.
 PAVING AND SIDEWALKS: 32,048 S.F.
 PICNIC TABLES: 2461 S.F.
 PORCHES: 3941 S.F.
 GREENSPACE:
 BIOSWALES: 21271 S.F.
 SW PLANTERS: 7441 S.F.
 TOTAL GREENSPACE: 77,940 S.F. 42%
 TOTAL IMPERMEABLE AREA: 105,660 S.F. 57%



01 SITE PLAN BLOCK 4 WEST
 SCALE: 1/16"=1'-0"





BLOCK 4
 25 ACRES, 33.4 UNITS/ACRE

Block 351
 Bearings based:

- FULLY ACCESSIBLE UNITS-5% OF TOTAL NUMBER OF EACH TYPE OF UNITS-REFER TO BUILDING PLANS FOR LOCATIONS ON EACH FLOOR
- VISION AND HEARING IMPAIRED UNITS-2% OF TOTAL NUMBER OF EACH TYPE OF UNITS-REFER TO BUILDING PLANS FOR LOCATIONS ON EACH FLOOR
- ACCESSIBLE ROUTE

UNIT MIX BLOCK 4:

TYPE III	AREA	1ST FLOOR	2ND FLOOR	3RD FLOOR	TOTAL	%
UNIT A1	755 S.F.	9	9	9	27	45%
UNIT B1	978 S.F.	9	11	11	31	52%
UNIT C1	1218 S.F.	2	0	0	2	3%
TOTAL	20	20	20	20	60	100%

UNIT TH-2: 1271 S.F. 6 UNITS 2 TYPE III BUILDINGS = 120 UNITS
 UNIT TH-3: 1599 S.F. 14 UNITS
 UNIT TH-4: 1907 S.F. 2 UNITS
TOTAL 22 UNITS **TOTAL UNITS BLOCK 4: 142 UNITS**
 REQUIRED PARKING: 142 UNITS X 1.25=178 SPACES
 PARKING PROVIDED: 6 HC 148 STANDARD GND.COVERED TOTAL 174 SPACES SPACES
 20 SURFACE DENSITY: 33.4 UNITS/ACRE +14 ON STREET

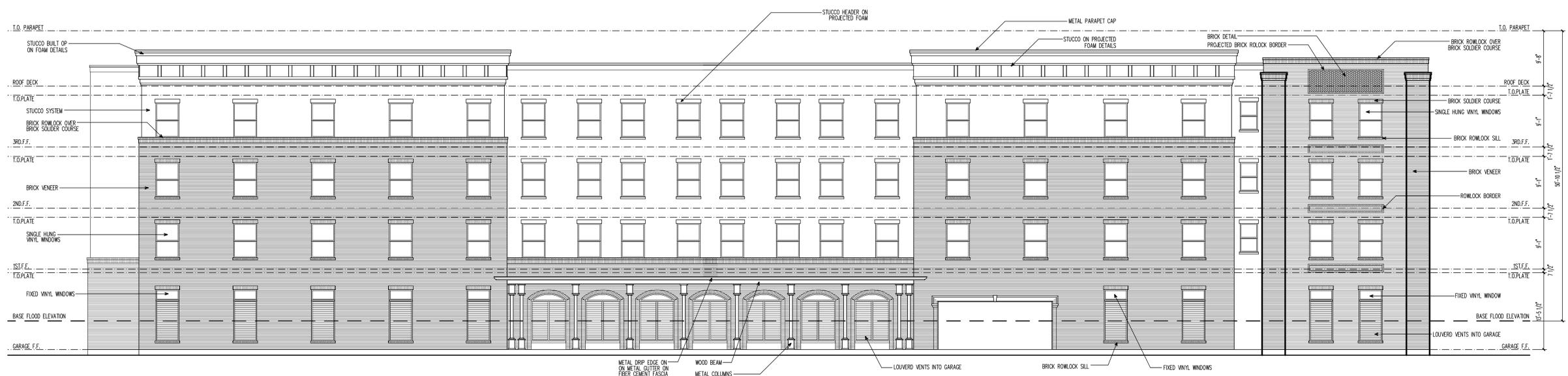
BLOCK 4
 TOTAL SITE AREA: 185,130 S.F. 4.25 ACRES
 BUILDING FOOTPRINTS:
 BUILDING TYPE III: 25,251 S.F.
 BUILDING TYPE IV: 2442 S.F.
 BUILDING TYPE V: 2442 S.F.
 BUILDING TYPE VI: 2539 S.F.
 BUILDING TYPE VII: 4154 S.F.
 BUILDING TYPE VIII: 4154 S.F.
TOTAL BUILDING FOOTPRINTS: 66,510 S.F.
 PAVING AND SIDEWALKS: 32,848 S.F.
 PICNIC TABLES: 2461 S.F.
 PORCHES: 3841 S.F.
 GREENSPACE:
 BIOSWALES: 21271 S.F.
 SW PLANTERS: 7441 S.F.
TOTAL GREENSPACE: 77,340 S.F. 42%
TOTAL IMPERMEABLE AREA: 105,660 S.F. 57%

01 SITE PLAN BLOCK 4 EAST
 SCALE: 1/16"=1'-0"

DRAWN BY: D.P.H./F.S.G.
 CHECKED BY: R.P.G.
 DATE: 03.16.2020
 ISSUED FOR PERMIT: XX.XX.2020
 ISSUE FOR PRICING:
 ISSUE FOR CONSTRUCTION: XX.XX.2020
 REVISIONS:

© 2020 by RPOA DESIGN GROUP, INC.
 All rights reserved.
 THE ARRANGEMENTS DEPICTED HEREIN ARE THE SOLE PROPERTY OF RPOA DESIGN GROUP, INC. AND MAY NOT BE REPRODUCED IN ANY FORM WITHOUT ITS WRITTEN PERMISSION.

R P G A
 DESIGN GROUP, INC.
 Architecture SpacePlanning Interiors
 101 S. Leming Ave. Suite 100 Fort Worth, Texas 76104 817.332.9477 Metro 972.445.9455



02 PROPOSED RIGHT ELEVATION
 SCALE: 1/8" = 1'-0"

MATERIAL COMP.:

BRICK	= 43%
STUCCO	= 40%
GLASS	= 12%
OTHER	= 05%
TOTAL	= 100%



01 PROPOSED FRONT ELEVATION
 SCALE: 1/8" = 1'-0"

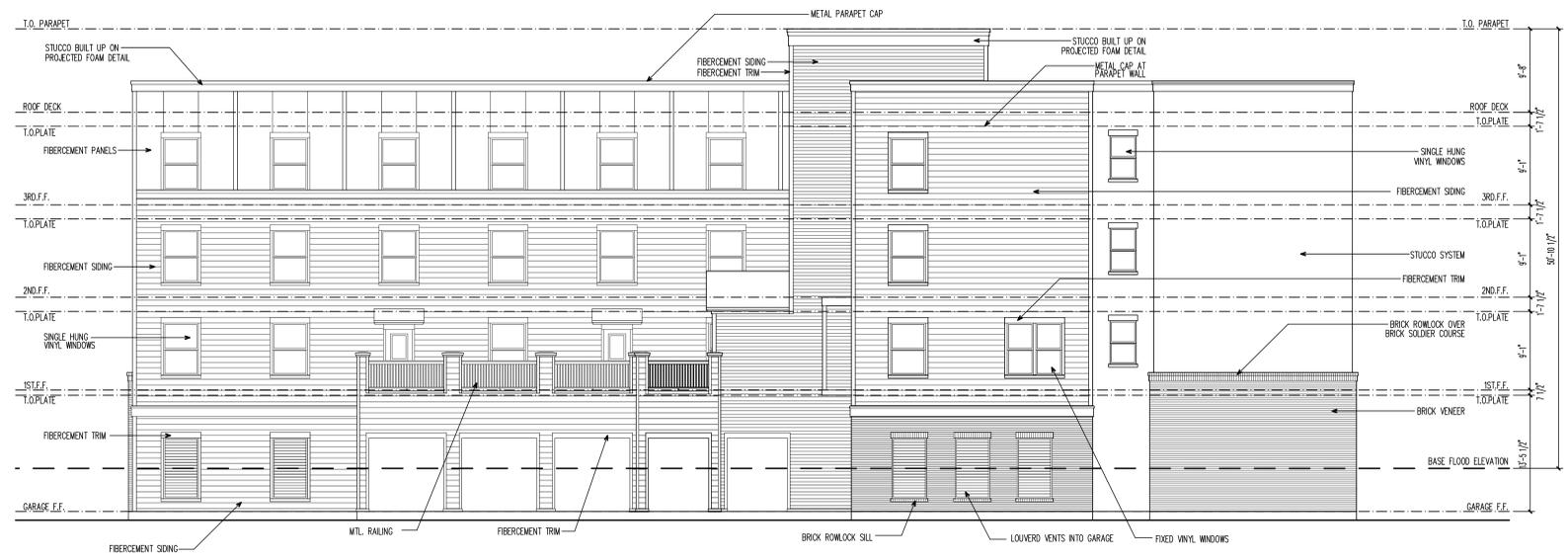
MATERIAL COMP.:

BRICK	= 57%
STUCCO	= 26%
GLASS	= 14%
OTHER	= 03%
TOTAL	= 100%

BUILDING TYPE - I

OLEANDER HOMES
 APARTMENTS & TOWNHOMES
 A 350 UNIT DEVELOPMENT
 GALVESTON, TEXAS

PROJECT NO.
 080820-SR-1
 SHEET NO.
A-0.00



02 PROPOSED REAR ELEVATION
 SCALE: 1/8" = 1'-0"

MATERIAL COMP.:

SIDING	= 64%
BRICK	= 09%
STUCCO	= 15%
GLASS	= 08%
OTHER	= 03%
TOTAL	= 100%



01 PROPOSED LEFT ELEVATION
 SCALE: 1/8" = 1'-0"

MATERIAL COMP.:

BRICK	= 24%
SIDING	= 55%
STUCCO	= 08%
GLASS	= 12%
OTHER	= 01%
TOTAL	= 100%

BUILDING TYPE - I

OLEANDER HOMES
 APARTMENTS & TOWNHOMES
 A 350 UNIT DEVELOPMENT
 CALVESTON, TEXAS



02 RIGHT ELEVATION
 SCALE: 1/8" = 1'-0"

MATERIAL COMP.:	
BRICK	= 43%
STUCCO	= 40%
GLASS	= 12%
OTHER	= 05%
TOTAL	= 100%



01 FRONT ELEVATION
 SCALE: 1/8" = 1'-0"

MATERIAL COMP.:	
BRICK	= 57%
STUCCO	= 26%
GLASS	= 14%
OTHER	= 03%
TOTAL	= 100%

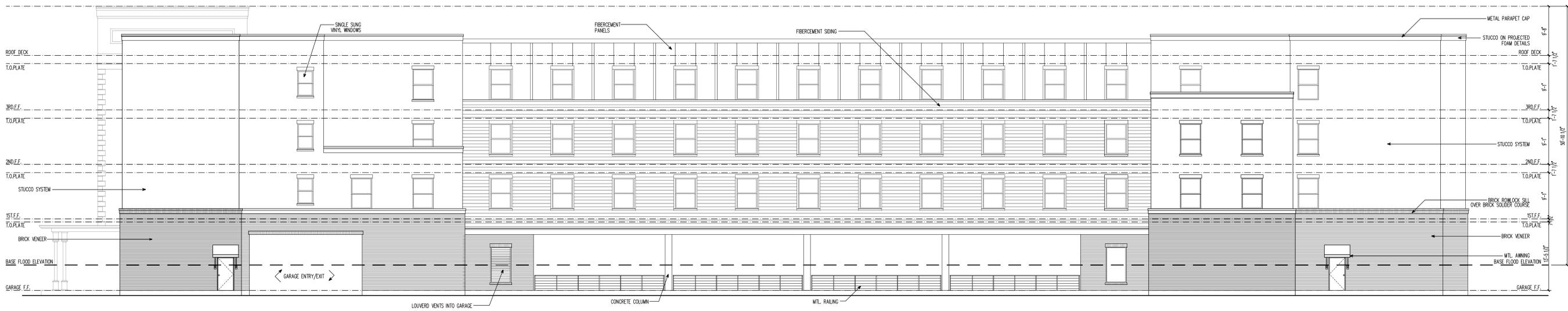
BUILDING TYPE - II

OLEANDER HOMES
 APARTMENTS & TOWNHOMES
 A 348 UNIT DEVELOPMENT
 CALVESTON,
 TEXAS



02 LEFT ELEVATION
 SCALE: 1/8" = 1'-0"

MATERIAL COMP.:	
SIDING	= 64%
BRICK	= 09%
STUCCO	= 16%
GLASS	= 08%
OTHER	= 03%
TOTAL	= 100%



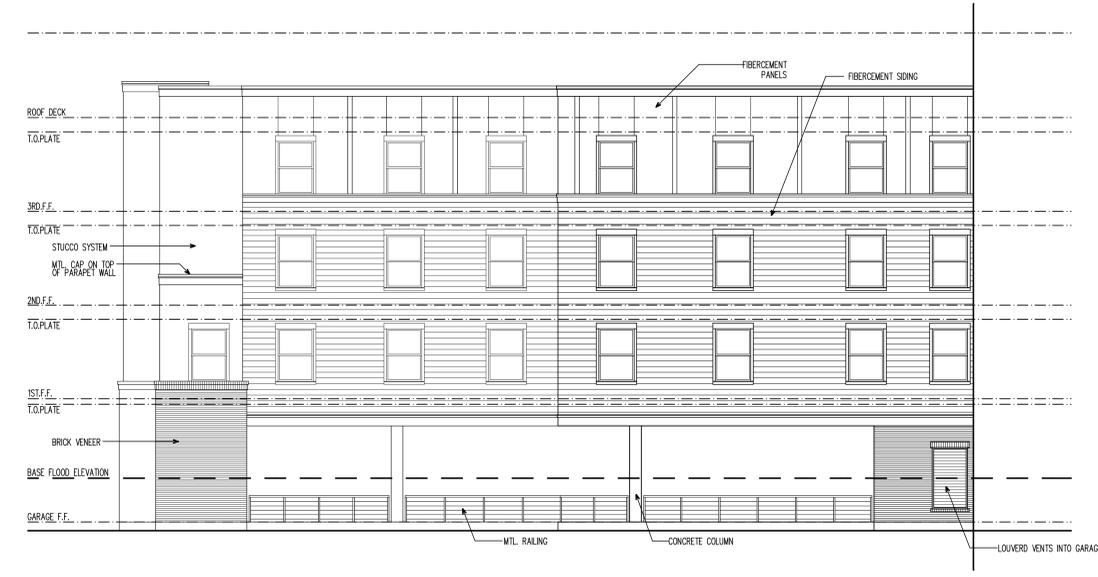
01 REAR/COURTYARD ELEVATION
 SCALE: 1/8" = 1'-0"

MATERIAL COMP.:	
BRICK	= 05%
SIDING	= 49%
PANELS	= 31%
GLASS	= 14%
OTHER	= 01%
TOTAL	= 100%

DRAWN BY: D.P.H./F.S.G.
 CHECKED BY: R.P.G.
 DATE: 03.16.2020
 ISSUED FOR PERMIT: XX.XX.2020
 ISSUE FOR PRICING:
 ISSUE FOR CONSTRUCTION: XX.XX.2020
 REVISIONS:

© 2020 by RPDA DESIGN GROUP, INC.
 All rights reserved.
 THE ARRANGEMENTS DEPICTED HEREIN ARE THE SOLE PROPERTY OF RPDA DESIGN GROUP, INC. AND MAY NOT BE REPRODUCED IN ANY FORM WITHOUT ITS WRITTEN PERMISSION.

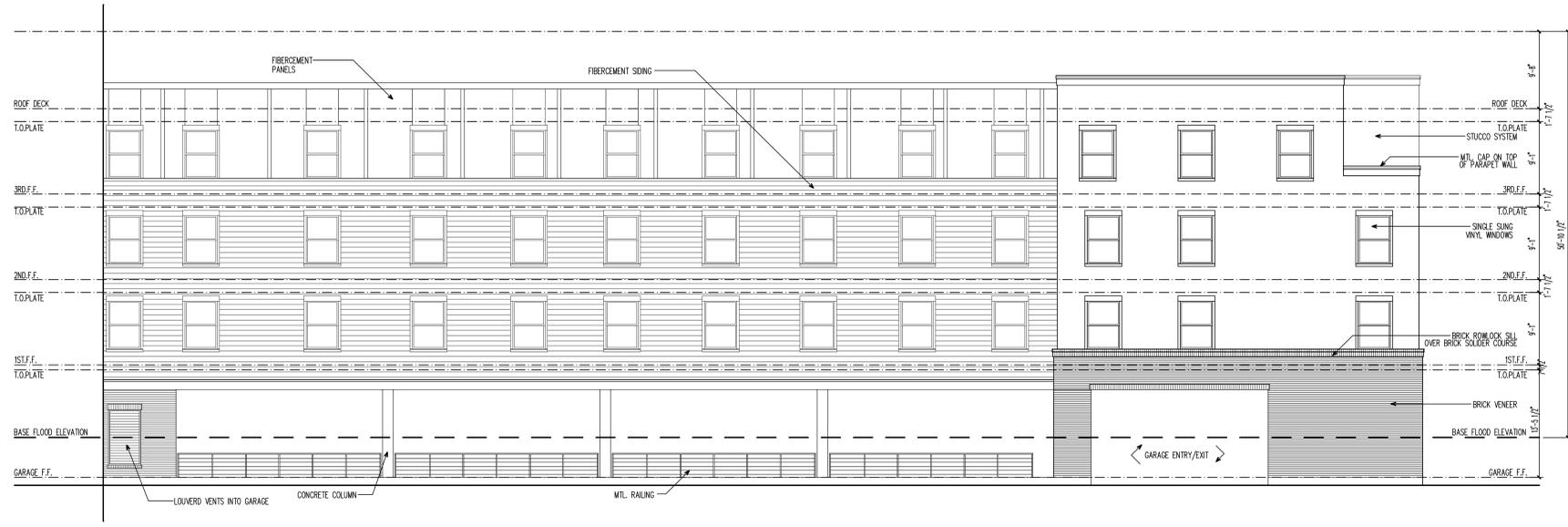
R P G A
 DESIGN GROUP, INC.
 Architecture SpacePlanning Interiors
 101 S. Jennings Ave. Suite 100 Fort Worth, Texas 76104
 Metro 817.445.8425
 Fax 817.332.9477



02 INTERIOR/COURTYARD LEFT ELEVATION
 SCALE: 1/8" = 1'-0"

MATERIAL COMP.:

SIDING	= 64%
BRICK	= 09%
STUCCO	= 16%
GLASS	= 08%
OTHER	= 03%
TOTAL	= 100%



01 INTERIOR/COURTYARD RIGHT ELEVATION
 SCALE: 1/8" = 1'-0"

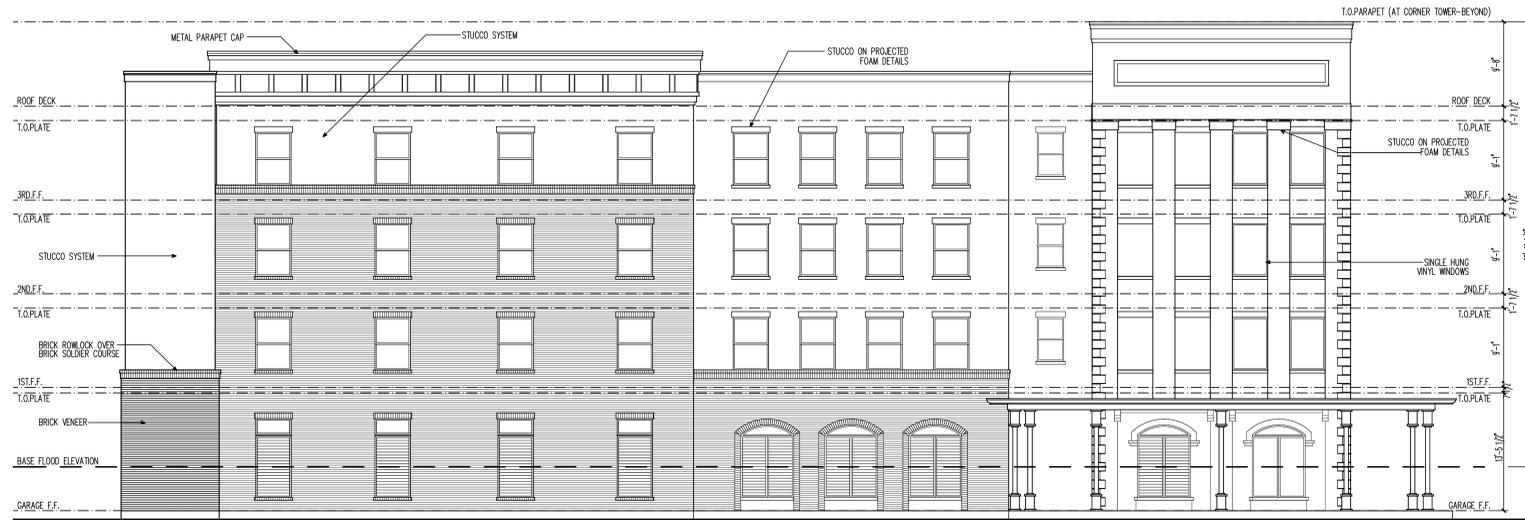
MATERIAL COMP.:

BRICK	= 05%
SIDING	= 49%
PANELS	= 31%
GLASS	= 14%
OTHER	= 01%
TOTAL	= 100%

BUILDING TYPE - II

OLEANDER HOMES
 APARTMENTS & TOWNHOMES
 A 348 UNIT DEVELOPMENT
 CALVESTON,
 TEXAS

PROJECT NO.
 080820-SR-1
 SHEET NO.
A-0.00



03 LEFT ELEVATION
SCALE: 1/8" = 1'-0"

MATERIAL COMP.:

BRICK	= 37%
STUCCO	= 47%
GLASS	= 11%
OTHER	= 05%
TOTAL	= 100%



02 RIGHT ELEVATION
SCALE: 1/8" = 1'-0"

MATERIAL COMP.:

BRICK	= 55%
STUCCO	= 30%
GLASS	= 15%
OTHER	= 05%
TOTAL	= 100%



01 FRONT ELEVATION
SCALE: 1/8" = 1'-0"

MATERIAL COMP.:

BRICK	= 40%
STUCCO	= 41%
GLASS	= 13%
OTHER	= 06%
TOTAL	= 100%

DRAWN BY: D.P.H./F.S.G.
CHECKED BY: R.P.G.
DATE: 03.16.2020
ISSUE FOR PERMIT: XX.XX.2020
ISSUE FOR PRICING:
ISSUE FOR CONSTRUCTION: XX.XX.2020
REVISIONS:

© 2020 by RPKA DESIGN GROUP, INC.
All rights reserved.
THE ARRANGEMENTS DEPICTED HEREIN ARE THE SOLE PROPERTY OF RPKA DESIGN GROUP, INC. AND MAY NOT BE REPRODUCED IN ANY FORM WITHOUT ITS WRITTEN PERMISSION.

R P G A
DESIGN GROUP, INC.
Architecture SpacePlanning Interiors
101 S. Jennings Ave. Suite 100 Fort Worth, Texas 76104
817.332.9477 Metro 972.445.9455 Fax 817.332.9467

OLEANDER HOMES
APARTMENTS & TOWNHOMES
A 351 UNIT DEVELOPMENT
CALVESTON, TEXAS

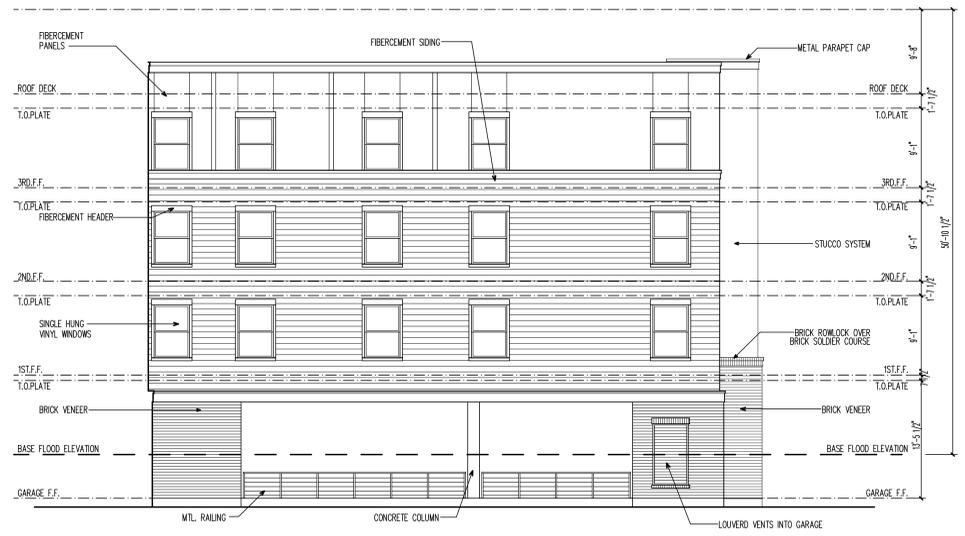
PROJECT NO.
080820-SR-1
SHEET NO.
A-0.00

BUILDING TYPE - III

DRAWN BY: D.P.H./F.S.G.
 CHECKED BY: R.P.G.
 DATE: 03.16.2020
 ISSUED FOR PERMIT: XX.XX.2020
 ISSUE FOR PRICING:
 ISSUE FOR CONSTRUCTION: XX.XX.2020
 REVISIONS:

© 2020 by RPGA DESIGN GROUP, INC. All rights reserved.
 THE ARRANGEMENTS DEPICTED HEREIN ARE THE SOLE PROPERTY OF RPGA DESIGN GROUP, INC. AND MAY NOT BE REPRODUCED IN ANY FORM WITHOUT ITS WRITTEN PERMISSION.

RPGA
 DESIGN GROUP, INC.
 Architecture SpacePlanning Interiors
 101 S. Jennings Ave., Suite 100 Fort Worth, Texas 76104
 817.332.9477 Fax 817.332.9477 Memo 972.445.6425



02 INTERIOR COURTYARD LEFT/RIGHT ELEVATION

SCALE: 1/8" = 1'-0"

MATERIAL COMP.:

BRICK	= 05%
SIDING	= 49%
PANELS	= 31%
GLASS	= 14%
OTHER	= 01%
TOTAL	= 100%



01 REAR/COURTYARD ELEVATION

SCALE: 1/8" = 1'-0"

MATERIAL COMP.:

BRICK	= 05%
SIDING	= 49%
PANELS	= 31%
GLASS	= 14%
OTHER	= 01%
TOTAL	= 100%

BUILDING TYPE - III

OLEANDER HOMES
 APARTMENTS & TOWNHOMES
 A 351 UNIT DEVELOPMENT
 CALVESTON, TEXAS

PROJECT NO.
 080820-SR-1
 SHEET NO.
A-0.00

DRAWN BY: D.P.H./F.S.G.
 CHECKED BY: R.P.G.
 DATE: 03.16.2020
 ISSUED FOR PERMIT: XX.XX.2020
 ISSUE FOR PRICING:
 ISSUE FOR CONSTRUCTION: XX.XX.2020
 REVISIONS:

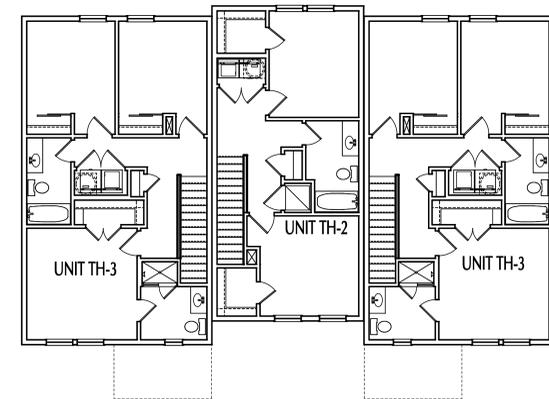
© 2020 by RIPA DESIGN GROUP, INC.
 All rights reserved.
 THE ARRANGEMENTS DEPICTED HEREIN ARE THE
 SOLE PROPERTY OF RIPA DESIGN GROUP, INC.
 AND MAY NOT BE REPRODUCED IN ANY FORM
 WITHOUT ITS WRITTEN PERMISSION.

RIPGA
 DESIGN GROUP, INC.
 Architecture SpacePlanning Interiors
 101 S. Jennings Ave., Suite 100 Fort Worth, Texas 76104 817.322.9477 Fax 817.322.9467 Metro 972.465.6425

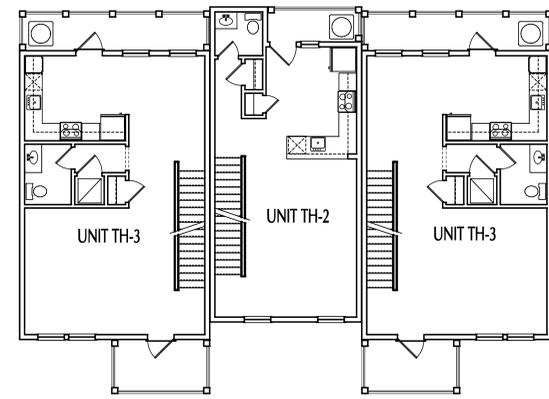
OLEANDER HOMES
 APARTMENTS & TOWNHOMES
 A 348 UNIT DEVELOPMENT
 GALVESTON, TEXAS

BUILDING TYPE - IV

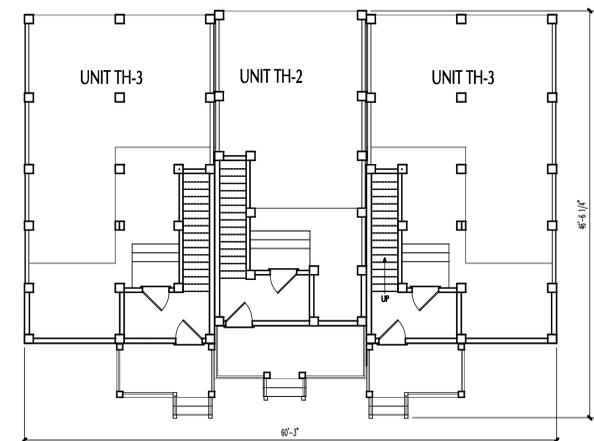
PROJECT NO.
 080820-SR-1
 SHEET NO.
A-0.00



03 SECOND FLOOR PLAN
 SCALE: 1/8" = 1'-0"



02 FIRST FLOOR PLAN
 SCALE: 1/8" = 1'-0"



01 GROUND FLOOR PLAN
 SCALE: 1/8" = 1'-0"



05 PROPOSED FRONT ELEVATION - B
 SCALE: 1/8" = 1'-0"



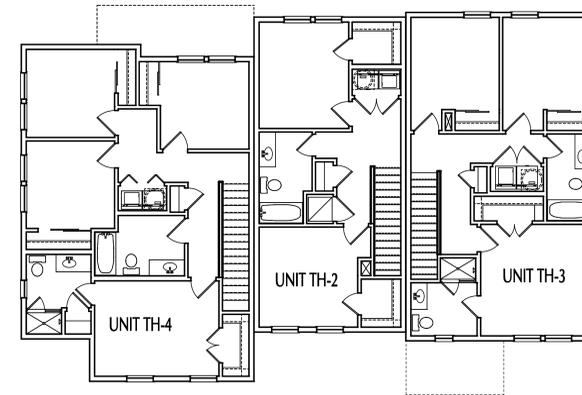
04 PROPOSED FRONT ELEVATION - A
 SCALE: 1/8" = 1'-0"



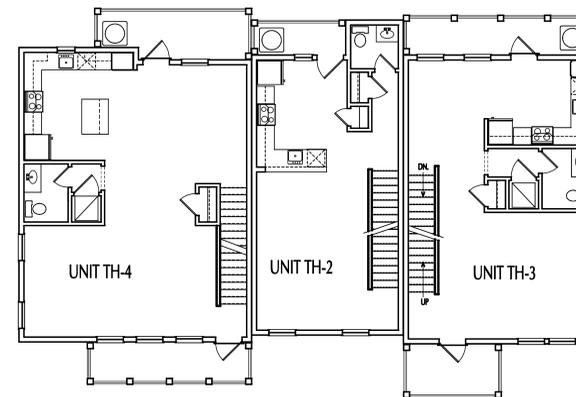
05 PROPOSED FRONT ELEVATION - B
SCALE: 1/8" = 1'-0"



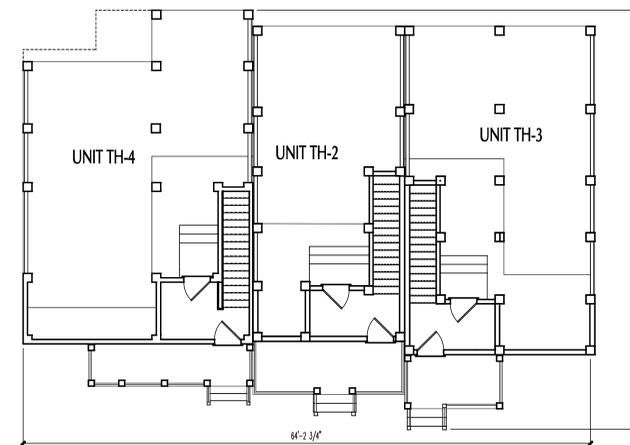
04 PROPOSED FRONT ELEVATION - A
SCALE: 1/8" = 1'-0"



03 SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"



02 FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"



01 GROUND FLOOR PLAN
SCALE: 1/8" = 1'-0"

DRAWN BY: D.P.H./F.S.G.
CHECKED BY: R.P.G.
DATE: 03.16.2020
ISSUED FOR PERMIT: XX.XX.2020
ISSUE FOR PRICING:
ISSUE FOR CONSTRUCTION: XX.XX.2020
REVISIONS:

© 2020 by RPOA DESIGN GROUP, INC.
All rights reserved.
THE ARRANGEMENTS DEPICTED HEREIN ARE THE SOLE PROPERTY OF RPOA DESIGN GROUP, INC. AND MAY NOT BE REPRODUCED IN ANY FORM WITHOUT ITS WRITTEN PERMISSION.

R P O A
DESIGN GROUP, INC.
Architecture SpacePlanning Interiors
101 S. Jennings Ave., Suite 100 Fort Worth, Texas 76104 817.332.9477 Fax 817.332.9467 Metro 972.465.6265

OLEANDER HOMES
APARTMENTS & TOWNHOMES
A 348 UNIT DEVELOPMENT
GALVESTON, TEXAS

BUILDING TYPE - V
PROJECT NO. 080820-SR-1
SHEET NO. **A-0.00**

DRAWN BY: D.P.H./F.S.G.
 CHECKED BY: R.P.G.
 DATE: 03.16.2020
 ISSUED FOR PERMIT: XX.XX.2020
 ISSUE FOR PRICING:
 ISSUE FOR CONSTRUCTION: XX.XX.2020
 REVISIONS:

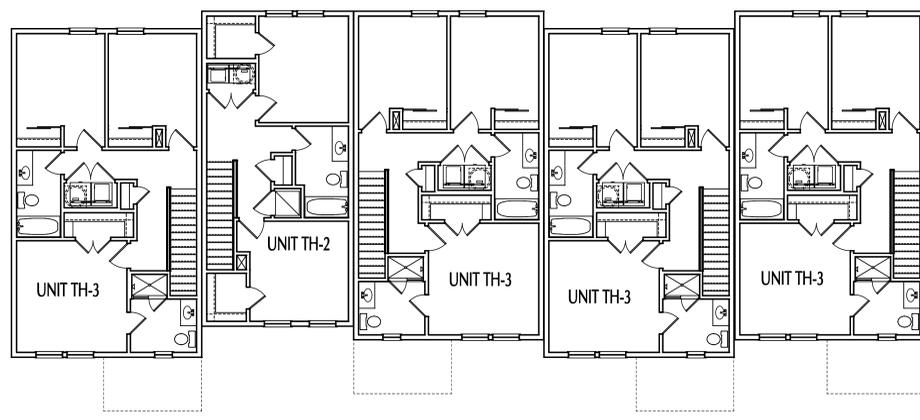
© 2020 by RPKA DESIGN GROUP, INC.
 All rights reserved.
 THE ARRANGEMENTS DEPICTED HEREIN ARE THE
 SOLE PROPERTY OF RPKA DESIGN GROUP, INC.
 AND MAY NOT BE REPRODUCED IN ANY FORM
 WITHOUT ITS WRITTEN PERMISSION.

R P G A
 DESIGN GROUP, INC.
 Architecture SpacePlanning Interiors
 101 S. Jennings Ave., Suite 100 Fort Worth, Texas 76104
 817.332.9477 Fax 817.332.9497 Metro 972.445.8425

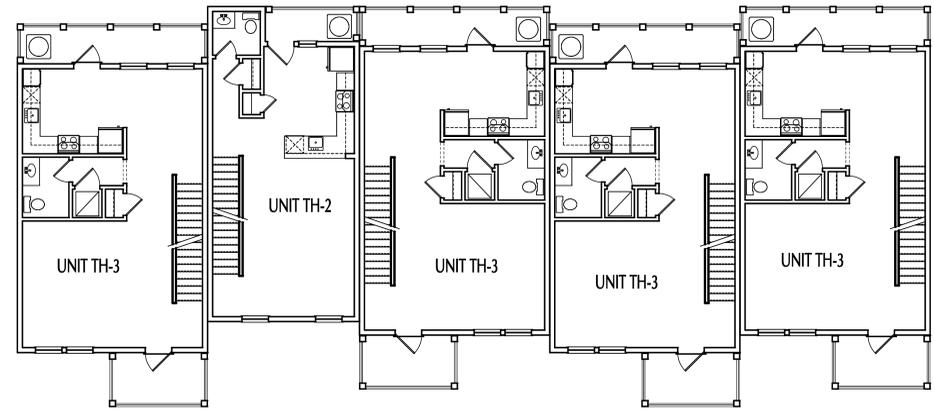
OLEANDER HOMES
 APARTMENTS & TOWNHOMES
 A 348 UNIT DEVELOPMENT
 CALVESTON, TEXAS

BUILDING TYPE - VI

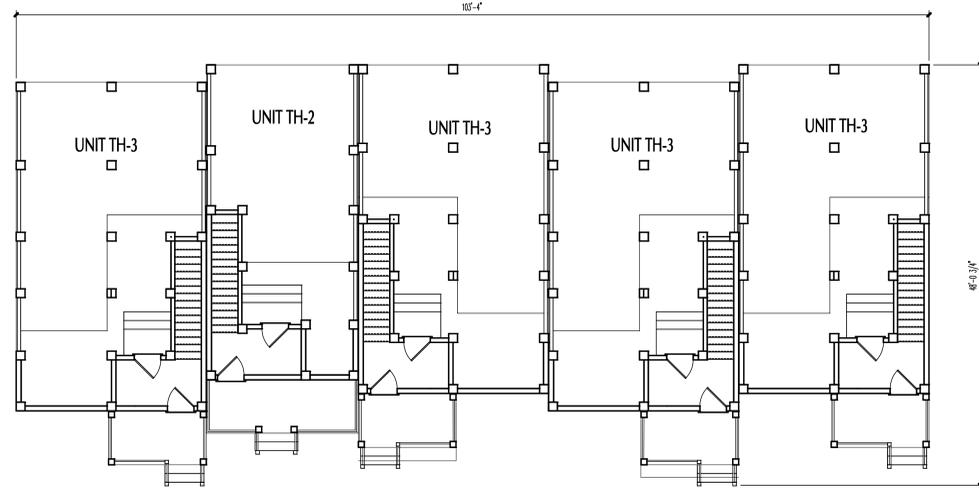
PROJECT NO.
 080820-SR-1
 SHEET NO.
A-0.00



03 SECOND FLOOR PLAN
 SCALE: 1/8" = 1'-0"



02 FIRST FLOOR PLAN
 SCALE: 1/8" = 1'-0"



01 GROUND FLOOR PLAN
 SCALE: 1/8" = 1'-0"



04 PROPOSED FRONT ELEVATION
 SCALE: 1/8" = 1'-0"



MEMORANDUM

OLEANDER SITE REDEVELOPMENT PLAN SPECIAL PARKING STUDY

PROJECT #25-2430.00

DATE: May 4, 2020
 TO: Catherine Gorman, AICP
 COMPANY: City of Galveston
 ADDRESS: 823 Rosenberg, Room 401
 CITY/STATE: Galveston, TX 77550
 COPY TO: Monique Chavoya (MBS), Sonia Poyo (MBS)
 FROM: Jeff Weckstein
 PROJECT NAME: Oleander Site Redevelopment Plan Special Parking Study
 PROJECT NUMBER: 25-2430.00

BACKGROUND

McCormack Baron Salazar (MBS) is partnering with the Galveston Housing Authority (GHA) to redevelop the Oleander Site Redevelopment Plan in Galveston, Texas. The site was formerly Oleander Homes, a public housing site destroyed by Hurricane Ike in 2008. The project site is bounded by Broadway, Avenue G, 51st Street and 53rd Street. The proposed project includes approximately 348 mixed-income apartment dwelling units.

MBS is seeking a reduction in the City's minimum parking requirement for apartment dwelling units, which is currently 1.5 spaces per dwelling unit. The City of Galveston Land Development Regulations (LDRs) require submittal of a parking study (per Sec 8.202) to justify requested parking reductions. Section 8.202 requires documentation of at least five functionally comparable uses in the City including name, function, location, parking availability, access to transportation network, use restrictions, hours of operation, and other factors that could affect the parking demand.

MBS has retained Walker Consultants ("Walker") to prepare the City-required parking study. The purpose of this memorandum is to provide an overview of the comparable sites, an evaluation of peak parking demand for each of the selected comparable sites, and a determination of an appropriate parking supply ratio for the proposed Oleander Site Redevelopment Plan.

COMPARABLE PROPERTIES - DISCUSSION

Walker, in partnership with MBS, selected six potentially comparable residential properties to analyze for the purposes of selecting at least five properties to conduct an evaluation of peak parking demand. The selected properties have the following characteristics:

- Property is located within the City of Galveston;
- Property is a multi-family residential building with at least 100 units;
- Residential units are for-rent apartment units;
- At least a portion of the residential units are affordable (income restricted); and
- On-site parking is provided.

Walker prepared a summary table (Table 1 on page 3) of the comparable properties with the following information:

- Property Name
- Property Address
- Number of residential units by bedroom size
- Approximate number of parking spaces¹
- Walk Score² – An online tool that measures the walkability of any address. For each address, Walk Score analyzes hundreds of walking routes to nearby amenities. Points are awarded based on the distance to amenities in each category. Amenities within a 5-minute walk (.25 miles) are given maximum points. A decay function is used to give points to more distant amenities, with no points given after a 30-minute walk. Walk Score also measures pedestrian friendliness by analyzing population density and road metrics such as block length and intersection density. Data sources include Google, Factual, Great Schools, Open Street Map, the U.S. Census, Localeze, and places added by the Walk Score user community. Walk Scores are provided in a range between 0-100, as follows:
 - 90–100 Walker’s Paradise - Daily errands do not require a car.
 - 70–89 Very Walkable – Most errands can be accomplished on foot.
 - 50–69 Somewhat Walkable - Some errands can be accomplished on foot.
 - 25–49 Car-Dependent – Most errands require a car.
 - 0-24 Car Dependent – Almost all errands require a car.
- Bike Score³ – An online tool that measures whether a given area is good for biking. For a given location, a Bike Score is calculated by measuring bike infrastructure (lanes, trails, etc.), hills, destinations and road connectivity, and the number of bike commuters. These component scores are based on data from the USGS, Open Street Map, and the U.S. Census. Bike scores are provided in a range between 0-100, as follows:
 - 90–100 Biker's Paradise - Daily errands can be accomplished on a bike.
 - 70–89 Very Bikeable - Biking is convenient for most trips.
 - 50–69 Bikeable - Some bike infrastructure.
 - 0–49 Somewhat Bikeable - Minimal bike infrastructure.
- Transit Access - Proximity of comparable sites to transit stops, including:
 - Island Transit, which offers multiple bus routes that circulate within the City of Galveston.
 - Galveston Island Trolley, a historic trolley system, which includes two routes: The Seawall Loop and Downtown Loop.
 - The Galveston Amtrak Bus Stop provides connector service to Amtrak train lines.
- Proximity to Highways – Proximity of comparable sites to a highway or freeway (State Route 87, Seawall Boulevard, Highway 45).

¹ Number of surface parking spaces approximations using Google Earth Professional, 2020. Parking inventory will be verified once data collection is completed.

² Data source: <https://www.walkscore.com/methodology.shtml>

³ Data source: <https://www.walkscore.com/methodology.shtml>

Table 1: Oleander Site Redevelopment Plan Comparable Properties Summary

Property Name	Property Address	Number of Residential Units by Bedroom Count					Parking Spaces	Walk Score ¹ (out of 100)	Bike Score ¹ (out of 100)	Transit Stops within approximately 1 Mile ²	Proximity to Highway
		1	2	3	4	Total Units					
Oleander Homes	5228 Broadway, Galveston, TX 77551	130	179	34	5	348	435	45	55	Island Transit Bus Stop - < 0.25 miles	State Rte 87 - < 0.25 miles
Villas on the Strand	1524 Avenue B, Galveston, TX 77550	40	88	32	0	160	238	66	67	Island Transit Bus Stop - < 0.25 miles Galveston Island Trolley - 0.25-0.5 miles Amtrak bus station - 0.75-1 miles	State Rte 87 - 0.75-1 miles
Cedars at Carver Park	2915 Ball Street, Galveston, TX 77550	13	68	41	0	122	169	75	69	Island Transit Bus Stop - < 0.25 miles Galveston Island Trolley - 0.25-0.5 miles Amtrak bus station - 0.75-1 miles	State Rte 87 - < 0.25 miles
Seaport Village	7200 Heards Lane, Galveston, TX 77551	48	144	0	0	192	265	38	50	Island Transit Bus Stop - less than 0.25 miles Galveston Island Trolley - 0.75-1 miles	Seawall Blvd - 1-1.25 miles Highway 45 - 1.25-1.5 miles
The Park at Cedar Lawn	4400 Avenue N, Galveston, TX 77550	92	92	3	2	189	253	62	60	Island Transit Bus Stop - less than 0.25 miles	State Rte 87 - 0.25-0.5 miles
Ashton Place Apartments	3219 69th Street, Galveston, TX 77551	62	100	10	0	172	146	53	55	Island Transit Bus Stop - less than 0.25 miles Galveston Island Trolley - 0.25-0.5 miles	Seawall Blvd - 0.25-0.5 miles
Champion Homes at Marina Landing Galveston (Parc at Marina Landing)	7302 Avenue P 1/2, Galveston, TX 77551	112	144	0	0	256	381	33	41	Island Transit Bus Stop - less than 0.25 miles Galveston Island Trolley - 0.75-1 miles	Seawall Blvd - 1.25-1.5 miles Highway 45 - 1.25-1.5 miles

Source: Walker Consultants, 2020.

COMPARABLE PROPERTY SELECTION AND CONCLUSION

It is Walker's opinion that all of the six potential comparable sites would provide useful comparison and data for the proposed Oleander Site Redevelopment Plan. Based on review of each site, it is Walker's opinion that the Cedars at Carver Park is a slightly less apt comparable property for the following reasons:

- The property has fewer apartment units than the other five properties and the proposed Oleander Site Redevelopment Plan;
- The ratio of one to two bedrooms is lower than for the other properties; and
- The Walk Score and Bike Score are both higher than all the other properties and the proposed Oleander Site Redevelopment Plan.

COMPARABLE PROPERTY DATA COLLECTION

Walker verified the existing parking inventory at the comparable sites and collected parking demand data on one evening at each site on either Thursday April 16, Friday April 17 or Saturday April 18, 2020.

While the ongoing Covid-19 pandemic has changed travel patterns and daily activity, given the current City of Galveston order mandating that citizens stay in place in their residences, residential parking demand is generally unaffected/higher than normal for most hours of the day. However, essential services are still open and essential workers are still out to some extent during the day.

Data was collected at the comparable sites either at/after 9:00 PM, or earlier in the day such as late afternoon, due to the hours of operation of the parking management firms at the comparable properties. In some instances, the time of the counts was constrained by the times at which property management was willing to provide site access to Walker staff to collect data.

To present a conservative analysis, Walker reviewed the time of day factors for multi-family residential in the 3rd Edition Urban Land Institute Shared Parking Model and adjusted the collected data to simulate peak overnight demand. The multi-family residential presence factor at 9:00 PM is 85%; data collected at or after 9:00 PM was adjusted by a factor of 1.176 (100%/85%). Data collected in the late afternoon was adjusted by a factor of 1.429 (100%/70%).

Table 2 summarizes the results of the data collection, including adjustments made to the base data. At each property, after adjustments for time of day factors, parking demand was less than one vehicle per unit.

During the fieldwork, Walker staff had the opportunity to speak with, at an appropriate social distance, several residents of each comparable development. Anecdotally, no parking problems or issues with finding parking was reported by these residents during these conversations.

The inclusion or exclusion of the comparable property deemed slightly less comparable, Cedars at Carver Park, does not materially change the results of the analysis.

Table 2: Comparable Site Data Collection

Property Name	Units	Total Bedrooms	Parking Spaces	Data Collection Time	Unadjusted Parking Demand	Adjustment Factor	Adjusted Overnight Parking Demand	Parking Demand/ Unit	Parking Demand/ Bedroom
Villas on the Strand	160	312	238	9:00 PM	87	1.18	102	0.64	0.33
Cedars at Carver Park	122	272	169	9:30 PM	88	1.18	104	0.85	0.38
Seaport Village	192	336	265	4:00 PM	122	1.43	174	0.91	0.52
The Park at Cedar Lawn	189	293	253	5:00 PM	164	1.43	164	0.87	0.56
Ashton Place Apartments	172	292	146	4:00 PM	85	1.43	121	0.70	0.41
Champion Homes at Marina Landing Galveston (Parc at Marina Landing)	256	400	381	9:00 PM	141	1.18	166	0.65	0.42
							<i>Average</i>	<i>0.76</i>	<i>0.44</i>
							Average excluding Cedars at Carver Park	0.75	0.45

Source: Walker Consultants, 2020.

AFFORDABLE HOUSING PARKING RESEARCH

Several cities have conducted large scale affordable housing parking studies. A 2019 study in the Boston Metro area indicated a parking demand ratio of 0.55 parking spaces per unit in affordable developments⁴. A study in the City of San Diego indicated that parking demand per unit at affordable housing developments was half that of market-rate developments⁵. In 2015, the state of California signed Assembly Bill 44, which allows developers to request reduced minimum parking requirements, to as low as 0.50 spaces per unit, for affordable housing projects⁶. Minneapolis, MN reduced parking requirements in certain instances in 2015⁷, and eliminated minimum parking requirements entirely in 2018⁸.

Walker also researched available census data related to means of transportation to work for residents of Galveston. Based on 2018 5-year estimates, approximately 86% of the residents of Galveston drive to work when driving alone and carpooling are combined. Galveston is more auto dependent than several of the large cities that have reduced or eliminated parking requirements for affordable housing projects; however, the data collected at the comparable properties indicates that a reduction from the City's minimum parking requirements is warranted.

⁴ *Metro Boston Perfect Fit Parking Initiative Phase II Report*, Metropolitan Area Planning Council, 2019.

⁵ *San Diego Affordable Housing Parking Study*, Wilbur Smith Associates, 2011.

⁶ <https://smartgrowthamerica.org/california-governor-signs-bill-to-ease-parking-requirements-and-create-more-affordable-housing/>

⁷ <https://www.itdp.org/2016/08/15/affordable-housing-over-parking/>

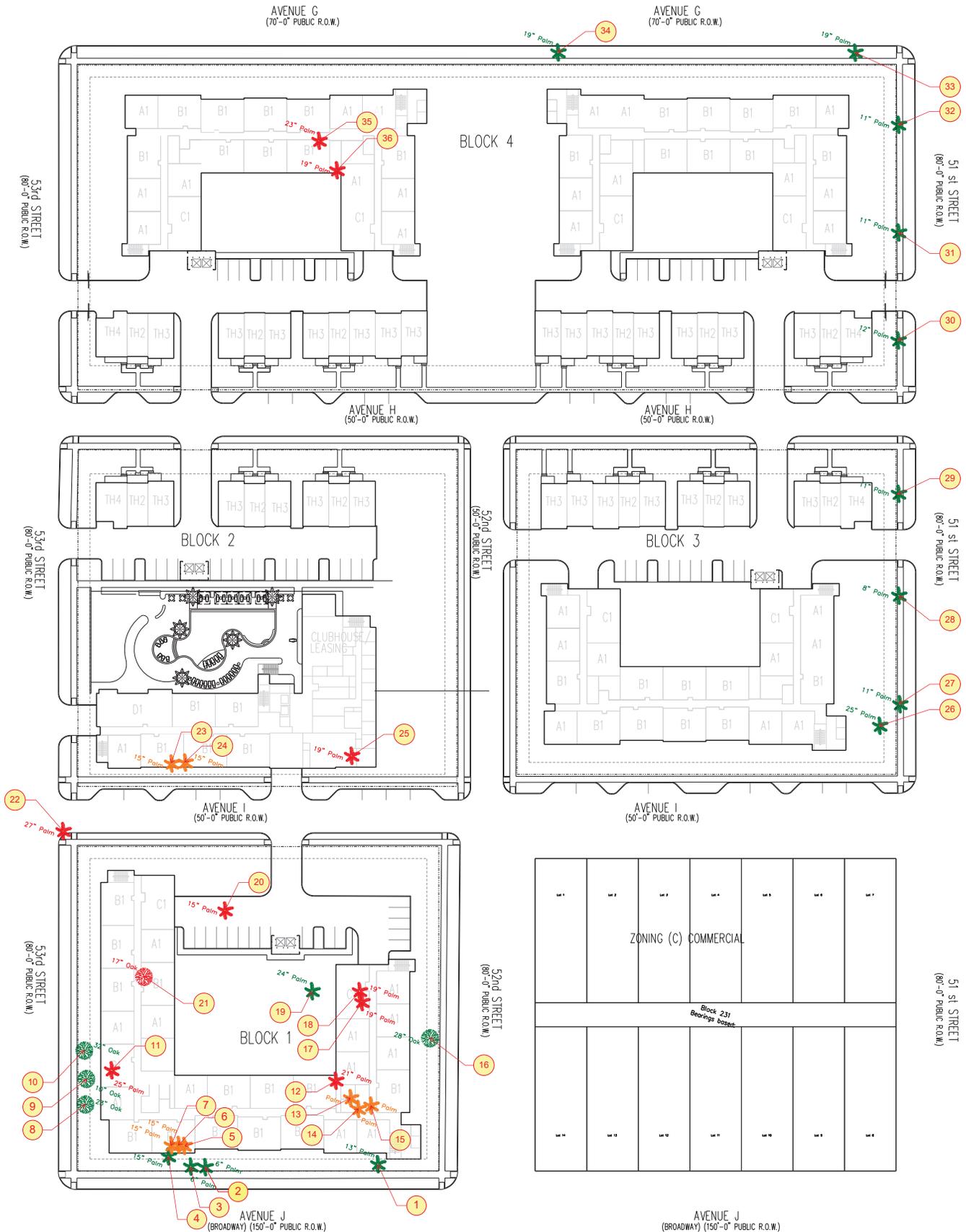
⁸ <https://usa.streetsblog.org/2018/12/12/minneapolis-moves-to-eliminate-mandatory-parking/>

CONCLUSIONS

The proposed Oleander Site Redevelopment Plan will have approximately 348 dwelling units with approximately 610 bedrooms in total. McCormack Baron Salazar (MBS) is proposing to provide approximately 435 parking spaces, which is 1.25 parking spaces per dwelling unit (0.71 spaces per bedroom), which is greater than the observed parking demand, on a per unit and per bedroom basis, at all six of the functionally comparable properties at which Walker collected parking demand data.

Several jurisdictions throughout the Country have reduced or eliminated minimum parking requirements for affordable housing in particular, and residential projects in general as minimum parking requirements are increasingly seen as a barrier to residential developments and inclusionary housing goals. The parking plan proposed by MBS includes a prudent reduction from the City of Galveston's minimum parking requirements that is supported by parking demand observed at functionally comparable properties.

**EXHIBIT A
OLEANDER HOMES TREE PRESEVATION AND MITIGATION PLAN**



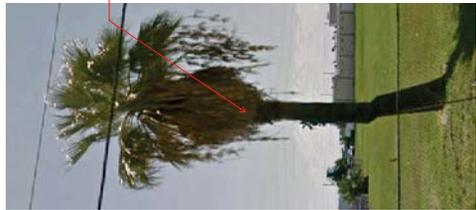
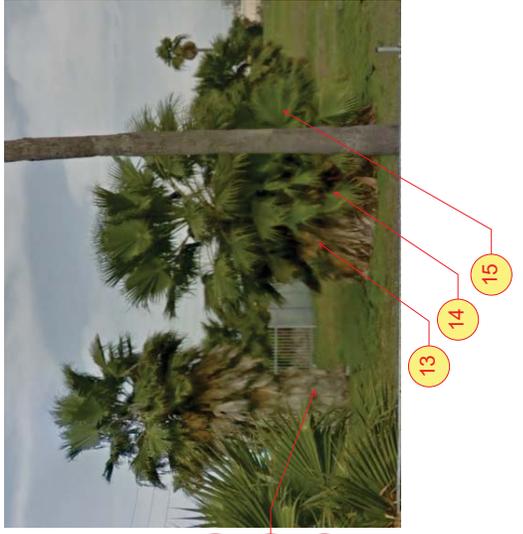
LEGEND

- TREES TO BE PRESERVED IN PLACE
- TREES TO BE PRESERVED AND RELOCATED ON SITE
- TREES TO BE REMOVED (MITIGATION REQUIRED)

TREE CHART

Tree #	Location	Species	Caliber	Status
1	Block 1	Palm	13"	Preserve
2	Block 1	Palm	6"	Preserve
3	Block 1	Palm	6"	Preserve
4	Block 1	Palm	15"	Preserve
5	Block 1	Palm	15"	Relocate
6	Block 1	Palm	15"	Relocate
7	Block 1	Palm	15"	Relocate
8	Block 1	Oak	23"	Preserve
9	Block 1	Oak	10"	Preserve
10	Block 1	Oak	32"	Preserve
11	Block 1	Palm	25"	Remove
12	Block 1	Palm	21"	Remove
13	Block 1	Palm	15"	Relocate
14	Block 1	Palm	17"	Relocate
15	Block 1	Palm	11"	Relocate
16	Block 1	Oak	28"	Preserve
17	Block 1	Palm	19"	Remove
18	Block 1	Palm	19"	Remove
19	Block 1	Palm	24"	Preserve
20	Block 1	Palm	15"	Remove
21	Block 1	Oak	17"	Remove
22	Block 1	Palm	27"	Remove
23	Block 2	Palm	15"	Relocate
24	Block 2	Palm	15"	Relocate
25	Block 2	Palm	19"	Remove
26	Block 3	Palm	25"	Preserve
27	Block 3	Palm	11"	Preserve
28	Block 3	Palm	8"	Preserve
29	Block 3	Palm	11"	Preserve
30	Block 4	Palm	12"	Preserve
31	Block 4	Palm	11"	Preserve
32	Block 4	Palm	11"	Preserve
33	Block 4	Palm	19"	Preserve
34	Block 4	Palm	19"	Preserve
35	Block 4	Palm	23"	Remove
36	Block 4	Palm	19"	Remove

TREE PICTURES



PLANT LIST						
SYM.	BOTANICAL NAME / COMMON NAME	CAL.	HEIGHT	SPREAD	MIN. ROOT	REMARKS
TREES						
BC	TAXODIUM DISTICHUM BALD CYPRESS	2 1/2"	9' - 10'	3' - 4'	65 GAL.	FULL, MATCHED, WELL ROOTED, STAKED
LO	QUERCUS VIRGINIANA LIVE OAK	2" - 2 1/2"	12' - 14'	4' - 5'	45 GAL.	MATCHED, WELL ROOTED
MG	MAGNOLIA GRANDIFLORA SOUTHERN MAGNOLIA	2" - 2 1/2"	8' - 10'	4' - 5'	45 GAL.	FULL, MATCHED, WELL ROOTED, STAKED
VT	VITEX AGNUS-CASTUS VITEX	1" - 1 1/4" EA. CANE	8' - 10'	6' - 8'	45 GAL.	MATCHED, WELL ROOTED
WM	MYRICA CERIFERA WAX MYRTLE	1" - 1 1/2" EA. CANE	6' - 7'	5' - 6'	30 GAL.	FULL, MATCHED, WELL ROOTED, STAKED
DDM	MAGNOLIA GRANDIFLORA 'D.D. BLANCHARD' D.D. BLANCHARD MAGNOLIA	2" - 2 1/2"	8' - 10'	4' - 5'	30 GAL.	MATCHED, WELL ROOTED
CM	LAGERSTROEMIA INDICA 'NATCHEZ WHITE' 'NATCHEZ WHITE' CRAPE MYRTLE	1 1/2" - 2" EA.	8' - 10'	3' - 4'	30 GAL.	MATCHED, WELL ROOTED, SINGLE TRUNK
PALMS						
WP	WASHINGTON ROBUSTA MEXICAN FAN PALM		18' - 20' C.W.	-	B&B	FULL, MATCHED, WELL ROOTED, PEELED
MJ	PHOENIX DACTYLIFERA MEDJOO PALM		18' - 20' C.W.	-	B&B	FULL, MATCHED, WELL ROOTED, PEELED
SHRUBS						
DO	NERIUM OLEANDER 'PETITE PINK' DWARF OLEANDER		24"	22"	5 GAL.	FULL, WELL ROOTED 30" O.C.
BB	CALLISTEMON SP. 'LITTLE JOHN' LITTLE JOHN BOTTLEBRUSH		22"	20"	3 GAL.	FULL, WELL ROOTED 30" O.C.
NP	CARISSA MACROCARPA NATAL PLUM		20"	20"	5 GAL.	FULL, WELL ROOTED 30" O.C.
PL	PLUMBAGO AURICULATA PLUMBAGO		20"	20"	5 GAL.	FULL, WELL ROOTED 30" O.C.
CH	RAPHIOLEPIS INDICA 'CLARA' CLARA HAWTHORN		20"	22"	5 GAL.	FULL, WELL ROOTED 30" O.C.
WM	MYRICA PUSILLA DWARF WAX MYRTLE		20"	20"	5 GAL.	FULL, WELL ROOTED 30" O.C.
GROUNDCOVER						
FF	ASPARAGUS MEYERI FOXTAIN FERN		16"	8"	1 GAL.	FULL, WELL ROOTED 18" O.C.
GM	MUHLENBERGIA CAPILLARIS GULF MUHLY GRASS		20"	24"	1 GAL.	FULL, WELL ROOTED 30" O.C.
WE	WEDILIA TRILOBATA WEDILIA		16"	8"	1 GAL.	FULL, WELL ROOTED 18" O.C.
LI	LIRIOPE MUSCARI LIRIOPE		10"	8"	1 GAL.	FULL, WELL ROOTED 12" O.C.
AN	SEASONAL COLOR				4" POTS	FULL, WELL ROOTED 10" O.C.
TURF						
	CYNODON DACTYLON COMMON BERMUDA					SOLID SOD

BALD CYPRESS

Taxodium distichum, deciduous



LIVE OAK

Quercus virginiana, evergreen



LIVE OAK

Quercus virginiana, evergreen



SOUTHERN MAGNOLIA

Magnolia grandiflora



VITEX

Vitex agnus-castus



WAX MYRTLE

Myrica cerifera, evergreen



Blooms in spring, berries in fall & winter



DD BLANCHARD MAGNOLIA

Magnolia Grandiflora 'DD Blanchard'



'NATCHEZ WHITE' CRAPE MYRTLE

Lagerstroemia indica 'Natchez White'



MEXICAN FAN PALM

Washingtonia robusta



MEDJOOOL PALM

Phoenix dactylifera 'Medjool'



OLEANDER

Nerium oleander



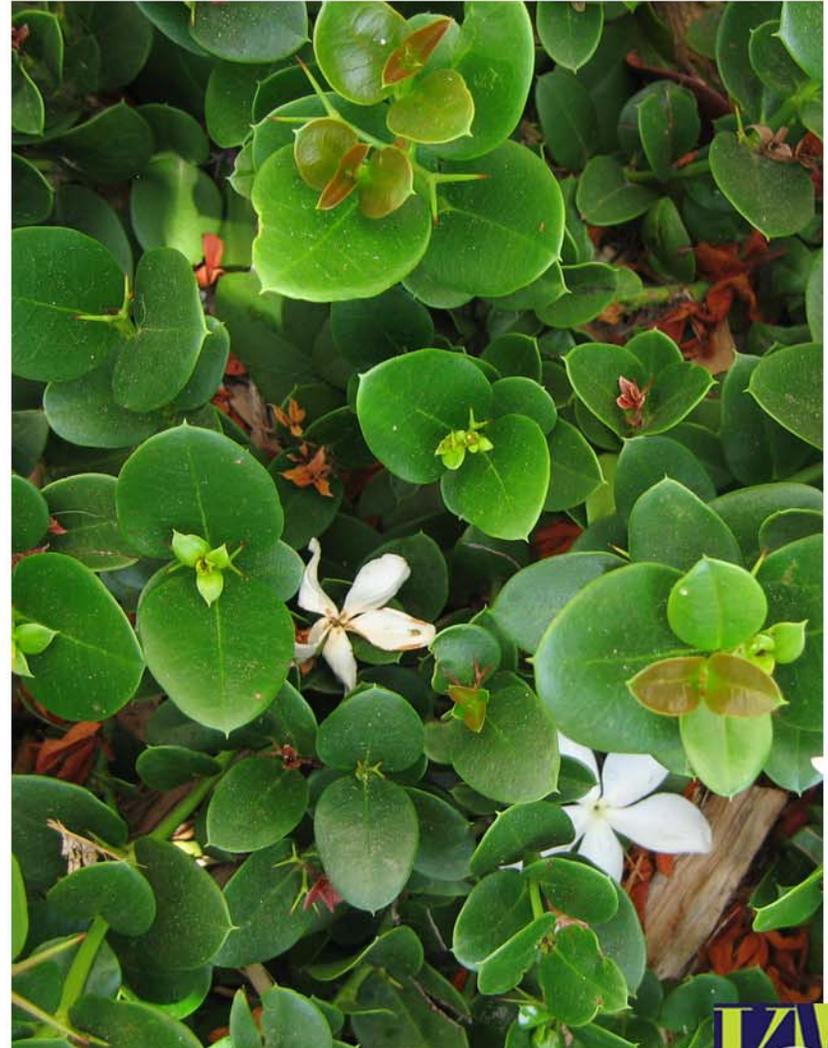
LITTLE JOHN BOTTLEBRUSH

Callistemon rigidus 'Little John'



NATAL PLUM

Carissa grandiflora



PLUMBAGO

Plumbago auriculata



INDIAN HAWTHORNE

Raphiolepis indica, evergreen



Blooms in spring, berries in summer & fall

FOXTAIL FERN

Asparagus meyeri



GULF MUHLY GRASS

Muhlenbergia capillaris



WEDELIA

Wedelia trilobata



DWARF WAX MYRTLE

Myrica pusilla



LIRIOPE

Liriope muscarii



Exhibit C
Oleander Homes Stormwater Management Strategies

BIOSWALE – channels designed to concentrate and convey stormwater runoff while removing debris and pollution.



Structured Basin



Natural Channel



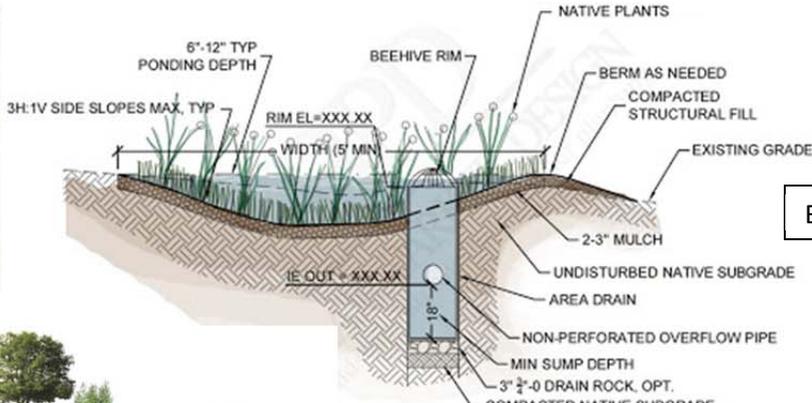
Natural Basin



Concept Plan



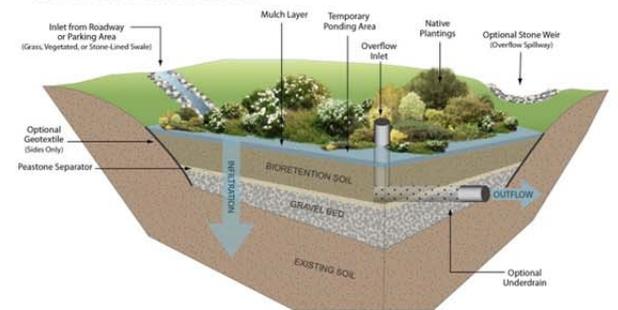
Roadway/Paving Runoff



Bioswale Construction



System Diagram



Oleander Multi-family
Apartments and Townhomes
Galveston,
Texas

R P G A
DESIGN GROUP, INC.
Architecture Space Planning Interiors
101 S. Jennings Ave., Suite 100 Fort Worth, Texas 76104 817.332.9477 Fax 817.332.9487 Metro 972.445.6425

Storm Water Planters – contained vegetated areas that collect stormwater runoff utilizing bioretention practices.



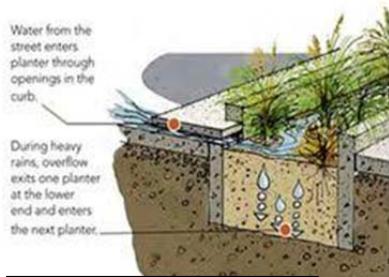
Dry Planter



Railing/Fencing



Flooded Planter



Planter Construction



Native Plantings



Paving Runoff



Block Construction



System Diagram

Oleander Multi-family

Apartments and Townhomes

Galveston,

Texas



R P G A

DESIGN GROUP, INC.

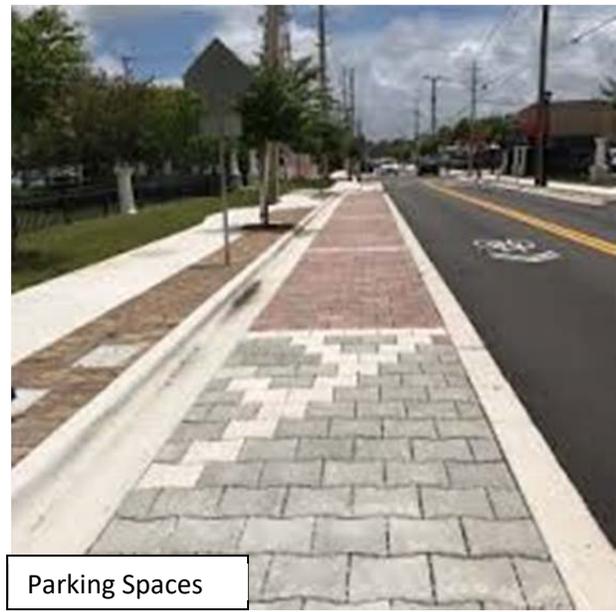
Architecture Space Planning Interiors

101 S. Jennings Ave., Suite 100 Fort Worth, Texas 76104 817.332.9477 Fax 817.332.9487 Metro 972.445.6425

PaveDrain Pavers– provides infiltration, storage, detention, conveyance of stormwater; and a concrete paving surface.



Driveways



Parking Spaces



Parking/Sidewalk Placement



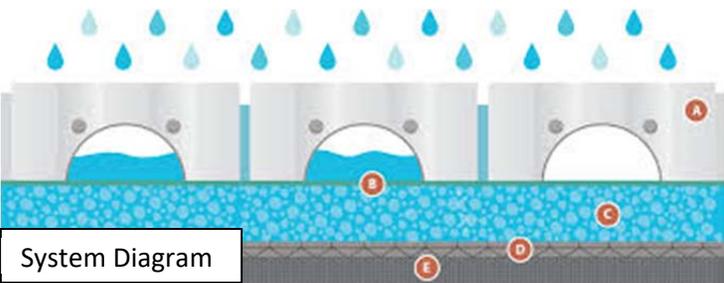
Sidewalks



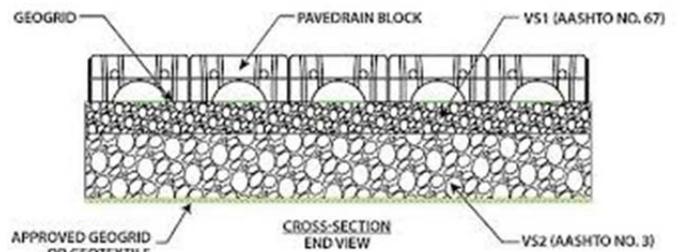
Drainable Surface



Drive and Parking Lot Placement



System Diagram



Construction Detail

Oleander Multi-family
 Apartments and Townhomes
 Galveston, Texas



R P G A
 DESIGN GROUP, INC.
 Architecture Space Planning Interiors

101 S. Jennings Ave., Suite 100 Fort Worth, Texas 76104 817.332.9477 Fax 817.332.9487 Metro 972.445.6425

ORDINANCE NO. 20- ____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS; MODIFYING CERTAIN EMERGENCY ORDERS RATIFIED BY CITY COUNCIL IN ORDINANCE 20-038 RELATING TO THE OPERATION OF ELECTRONIC AMUSEMENT MACHINES, THE SUSPENSION OF BUILDING CODE AND FLOOD PLAIN REGULATIONS FOR PLACEMENT OF A COVID 19 TEMPORARY SCREENING FACILITY AT SCHOLES AIRPORT; REQUIRING COMMERCIAL ENTITIES PROVIDING GOODS OR SERVICES DIRECTLY TO THE PUBLIC TO DEVELOP A HEALTH AND SAFETY POLICY MANDATING THE WEARING OF MASKS IN THEIR FACILITY, REQUIRING THE WEARING OF FACE MASKS IN PUBLIC AND PROHIBITING MASS GATHERINGS; APPROVING THE MAYOR’S EMERGENCY ORDER RESTRICTING INDOOR GATHERINGS OF FIVE HUNDRED PEOPLE OR MORE; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT, PROVIDING FOR A PENALTY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City Council finds that the emergence of the Coronavirus/Covid 19 has been confirmed in Galveston County by the Galveston County Health District which has announced the presence of the disease caused by community spread; and

WHEREAS, as of July 14, 2020 there were 6,201 cases of Covid 19 in Galveston County with daily increases being the norm; and

WHEREAS, City Council finds the confirmed presence of the disease in this area requires extraordinary measures to preserve the public health, control the spread of the disease, and protect the welfare of the citizenry people and preserve the delivery of services; and

WHEREAS, the City of Galveston’s Emergency Management Plan has previously been activated by Declaration of Local Disaster By Proclamation of the Mayor of the City of Galveston, dated March 16, 2020; and

WHEREAS, Tex. Health & Safety Code §122.006 allows a home rule municipality to adopt rules to protect the health of persons in the municipality against communicable disease and the Mayor has issued the Emergency Orders set forth herein and the Council has ratified those Orders in furtherance and in accord with that statutory authority; and

WHEREAS, the City Council has previously passed City Ordinance 20-038 ratifying the Mayor’s Declaration of Local Disaster and extending it to September 30, 2020 as well as the Emergency Orders detailed in that Ordinance, and

WHEREAS, since the passage of City Ordinance 20-038 the Mayor has issued an Emergency Order related to the conduct of indoor events in excess of five hundred people as a further control measure.

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

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

SECTION 2. As set forth in City Ordinances 20-23 and 20-28 and in accordance with Tex. Health & Safety Code §122.006 as well as Tex. Gov't Code § 418.108, commonly referred to as the Texas Disaster Act of 1975, and Article II, Section 15 of The City Charter of Ordinances, the City Council finds and declares a state of disaster and emergency in the City of Galveston as a result of the impact of the emergence of the Coronavirus/Covid 19 in Galveston County continues to exist in the City of Galveston and should be extended to a date set forth herein.

SECTION 3. The Emergency Orders previously ratified by City Council in Ordinance 20-38, which are incorporated herein by reference as if fully set forth, are modified as designated below:

Modified	(Yes/No)
_____	Order prohibiting the operation of electronic amusement machines in businesses in the City of Galveston;
_____	Order granting City Staff Authority to Suspend the Application of Building Code and Flood Plan regulations to allow Construction and Placement of a Temporary Screening Facility by PHI Aviation LLC;
_____	Order requiring commercial entities providing goods or services directly to the public to develop a health and safety policy mandating the wearing of face masks in their facility, requiring the public to wear face masks, prohibiting mass gatherings in the city and limiting access to city buildings.

SECTION 4. Of the Emergency Orders modified in the preceding section, the modifications are attached hereto as Exhibit A and are incorporated into the Ordinance.

SECTION 5. Relating to the Emergency Order of July 10, 2020 issued by the Mayor restricting indoor gatherings of 500 persons or more, which is incorporated herein by reference, the City Council takes the following action:

_____	The Emergency Order is approved and shall remain in effect until September 30, 2020 or upon further action of the City Council or upon cessation of the State of Disaster and Emergency in the City of Galveston.
-------	---

_____ The Emergency Order is disapproved and is vacated as of July 23, 2020.

SECTION 6. Relating to the Emergency Order of July 10, 2020 issued by the Mayor restricting indoor gatherings of 500 persons or more, the Order is modified as designated below:

_____ The Order is modified as set forth in the attached Exhibit A;

_____ The Order is not modified.

SECTION 7. A violation of an order set forth above shall be a Class C misdemeanor punishable by fine as allowed by law and as set forth in the specific Order.

SECTION 8. The Mayor, as Director of Emergency Management, is further authorized issue any further Order to provide, or cause to be provided, all arrangements, provisions, and means necessary and proper to affect the coordination of relief and aid programs, and property restoration and rehabilitation programs, for the protection, preservation, and improvement of life and property within the City during the State of Disaster and Emergency.

SECTION 9. These terms of this Ordinance shall remain in effect until 5:00 p.m. on September 30, 2020, or further action of City Council, or upon the cessation of the State of Disaster and Emergency in the City of Galveston, whichever may occur first.

SECTION 10. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

SECTION 11. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

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

SECTION 13 This Ordinance shall be and become effective from and after its adoption and publication in accordance with the provisions of the Charter of the City of Galveston.

APPROVED AS TO FORM:

DONALD S. GLYWASKY
CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its regular meeting held on the 23rd day of July 2020 as the same appears in records of this office.

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

JANELLE WILLIAMS
Secretary for the City Council
of the City of Galveston



City of Galveston

FINANCE DEPARTMENT

Michael W. Loftin, Assistant City Manager
MLoftin@GalvestonTx.gov | 409.797.3562 | www.galvestontx.gov

July 23, 2020

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Michael W. Loftin, Assistant City Manager Finance

Re: Consider for action approval to amend the Galveston Code of Ordinance to provide for quarterly installment payments of alcoholic beverage licenses as a result of the coronavirus pandemic.

I. Background

The City's Code of Ordinance Section 4-23 establishes the payment of the annual alcohol license levy. Each entity that sells alcoholic beverages is required to pay the annual levy by August 31 for one year in advance unless the collection is only for a portion of the year.

The City of Galveston issues twenty-six (26) types of liquor and beer permits. There are over 300 businesses in the City of Galveston issued a liquor license that generate than \$80,000 of alcoholic beverage revenue per year.

II. Current Situation

Due to the coronavirus pandemic, many businesses have been put in circumstances that have created a financial hardship which may in turn cause them to miss the annual license renewal deadline. Given the current dynamics and not having the resources to renew by the current expiration date, the effort and cost of filing an original license/permit application to get back into business would produce further financial burdens. To address this situation, pursuant to the authority provided by Governor Abbott's March 13, 2020 disaster declaration, Alcoholic Beverage Code Sec 6.04(a) and TABC Administrative Rule 33.6 have been suspended to the extent that they require payment of a late fee and prohibit renewal applications filed more than thirty days from the license/permit's expiration date.

III. Issues

1. The City's current code does not allow for a renewal grace period. City staff **recommends** amending the code to align with the state. If a license or permit holder fails to renew their license/permit by the date on which it expires, the Texas





City of Galveston

FINANCE DEPARTMENT

Michael W. Loftin, Assistant City Manager
MLoftin@GalvestonTx.gov | 409.797.3562 | www.galvestontx.gov

Alcoholic Beverage Code allows license and permit holders to file their renewal applications up to the 30th day after the expiration date and imposes a late application fee. After that time period, a business may not renew their license/permit and instead must file an original application.

2. The City's current code does not allow special accommodations for extenuating circumstances such as the economic shut-down as a result of the coronavirus pandemic. To support the citizens of Galveston who rely upon seller server certification for their livelihood and the businesses that rely upon those employees to reopen and reinvigorate this sector of the economy, City staff **recommends** an installment plan for all businesses in the City of Galveston who are experiencing hardship as a direct result of the current coronavirus pandemic. Businesses who are current on their license permits will be allowed to spread their 2020-21 payment into four equal quarterly payments with the first twenty-five percent (25%) due on August 31, 2020. Any business that is not current must pay any delinquent permit fees prior to August 31, 2020 in order to exercise the option of the quarterly installment payments for the 2020-21 license year.
3. **Timing:** Quarterly notices would be mailed to businesses as soon as it is approved by City Council. Staff is prepared to mail quarter installment notices thirty days prior to the quarter end due date(s) (November 2020, February 2021 and May 2021) as a courtesy to businesses utilizing the installment payment plan option.
4. **Departmental issues:** Approximately 12% of the liquor licensed business owners in Galveston have not renewed their licenses from prior years. This represents over \$22,000 of General Fund revenues.

IV. Alternatives

- A. City Council approves amending the ordinance to allow for the two recommendations presented above.
- B. City Council does not approve to amend the ordinance to allow for the two recommendations presented above.

V. Recommendation

Concur with Alternative A to approve amending the ordinance to provide a 30-day renewal grace period beginning 2021-2022 liquor license renewal year and to allow for a one-time quarterly installment payment plan to renew and pay for liquor licenses that are





City of Galveston

FINANCE DEPARTMENT

Michael W. Loftin, Assistant City Manager
MLoftin@GalvestonTx.gov | 409.797.3562 | www.galvestontx.gov

due August 31, 2020 in support of local businesses experiencing financial hardship as a direct result of the coronavirus pandemic.

VI. Fiscal Impact Report

Requested by:

Michael W. Loftin
Assistant City Manager Finance

Funding Source:

General Fund Alcoholic Beverages revenue

Cost of implementation:

None





823 ROSENBERG, GALVESTON, TX 77550 | WWW.GALVESTONTX.GOV | FOLLOW US ON FACEBOOK, YOUTUBE, TWITTER, & INSTAGRAM!

ORDINANCE NO. 20-_____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, RELATING TO THE COLLECTION OF ALCOHOL LICENSE TAX IMPOSED ON THE CITY; PROVIDING FOR A PAYMENT PLAN FOR THE PAYMENT OF THE ANNUAL TAX UNTIL AUGUST 31, 2021; ESTABLISHING ELIGIBILITY FOR PARTICIPATION IN THE PAYMENT PROGRAM; PROVIDING FOR MANAGEMENT OF THE PAYMENT PROGRAM BY THE CITY MANAGER OR HIS DESIGNEE; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, the Code of the City of Galveston Article II Section 4.21 provides that no person may manufacture, sell, distribute or store any alcoholic beverage, or engage in any other activity with relation to any alcoholic beverage for which a license or permit is required by the alcoholic beverage code, within the city, without first paying the taxes or fees prescribed herein, obtaining a license or permit to do so from the city, and conspicuously displaying a valid, unrevoked and unexpired permit issued by the city upon the premises at all times; and

WHEREAS, the Code of the City of Galveston Article II Section 4.22 levies on persons holding permits and on persons holding licenses as defined and required by the alcoholic beverage code who carry on business in the city, an annual occupation tax or fee equal to one-half ($\frac{1}{2}$) of the state fee for such permits or licenses, and

WHEREAS, the Code of the City of Galveston Article II Section 4.23 provides that all taxes levied under Section 4.22 shall be paid in advance for one (1) year unless such tax is collected for only a portion of the year; and in such event the tax required shall cover the period of time from the date of the permit to midnight of the thirty-first of August next succeeding and only the proportionate part of the tax levied for such permit shall be collected. The fractional part of any month remaining shall be counted as one (1) month in calculating the tax that shall be due; and

WHEREAS, due to the presence of the Corona virus, COVID-19 pandemic the various business entities selling alcohol have experienced a difficult operating environment and the City seeks to grant them a measure of relief; and

WHEREAS, the Council finds that a one year periodic payment program for payment of their annual license tax would be in the public interest as set forth herein.

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

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

SECTION 2. For the fiscal year beginning September 1, 2020 and ending August 31, 2021 the collection of taxes pursuant to the Code of the City of Galveston Article II Section 4-23 shall be as follows:

Any person who is not delinquent in the payment of the taxes levied under Section 4-23 Article will be entitled to pay their annual tax with a payment plan. Upon application to the City Manager or his designee, the tax may be paid in four equal quarterly payments. The installment payments authorized under the Ordinance must be paid entirely by August 31, 2021. No installment plans will be available after August 31, 2021. The grace period permitted under state law shall apply.

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

SECTION 4. In accordance with the provisions of Sections 12 and 13 of Article II of the City Charter this Ordinance has been publicly available in the office of the City Secretary for not less than 72 hours prior to its adoption; that this Ordinance may be read and published by descriptive caption only.

SECTION 5. This Ordinance shall be and become effective from and after its adoption and publication in accordance with the provisions of the Charter of the City of Galveston.

APPROVED AS TO FORM:

DONALD S. GLYWASKY
City Attorney

On this day I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its regular meeting held on the 23rd day of July, 2020 as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this ____ day of _____, 20__.

Secretary for the City Council
of the City of Galveston

ORDINANCE NO. 20- _____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING THE CODE OF THE CITY OF GALVESTON, AS AMENDED, CHAPTER 37, "WRECKERS, TOW AND STORAGE FACILITY", BY AMENDING CHAPTER 37 TO AMEND REGULATIONS, STANDARDS, AND DEFINITIONS; AND TO MAKE CLARIFICATIONS, RENAME, RENUMBER AND REARRANGE THE CHAPTER AS APPLICABLE; PROVIDING FOR PENALTIES AND FEES AS APPLICABLE; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Galveston City Council seeks to promote the public health, safety, morals and general welfare of the municipality and the safe, orderly, and healthful development of the municipality; and,

WHEREAS, staff has reviewed various Chapters of the City Code. Staff has made recommendations in order to amend regulations, standards and procedures and make clarifications, and modifications, as applicable to the Chapter in furtherance of promoting the public health, safety, morals and general welfare of the municipality and the safe, orderly, and healthful development of the municipality; and,

WHEREAS, the City Council deems it in the public's interest to amend Chapter 37, "Wreckers, Tow and Storage Facility", of "The Code of The City of Galveston 1982, as amended," as provided below.

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

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

SECTION 2. Chapter 37, "Wreckers, Tow and Storage Facility", of "The Code of The City of Galveston 1982, as amended," is amended to provide as follows:

ARTICLE I. In General.

Sec. 37-1. Purpose and Scope

1. The City, pursuant to the authority granted by state law, in order to protect the public, to protect the rights of persons whose vehicles may be towed, to maintain safe and efficient operating rules, and to preserve the peace of the community, hereby engages in the licensing and regulation of business enterprises engaged in

- the incident management towing, removing and storing of motor vehicles in the incorporated areas of the City.
2. The purpose and intent of this Chapter is to regulate incident management tows initiated by a City official, Police Officer to the extent not pre-empted by federal or state law. This Chapter shall not apply to consent tows from public or private property within the City.
 3. The City Manager and/or its designee, the Galveston City Marshal's Office (GMO), is authorized to enforce these rules. The Galveston City Marshal's Office shall be referred to as GMO herein.
 4. No person shall operate a wrecker or heavy duty wrecker in the incorporated areas of the City on incident management towed vehicles unless the wrecker has been registered and permitted with the Galveston City Marshal.
 - a. For the purposes of this subchapter, a PERSON shall mean a sole proprietor, partnership, corporation or LLC. Multiple assumed names or DBAs of a person shall not be permitted. This subchapter does not apply to a consent tow.
 5. No person or business entity shall operate a vehicle storage facility for the storage of vehicles that have been towed as incident management tows under this subchapter unless the facility is registered with the state and meets all state requirements.
 6. This subchapter **must shall** be liberally construed to give effect to its purpose and intent, and the City Marshal is the final authority, unless superseded by state regulations.

ARTICLE II. Definitions and Terms.

Sec. 37 – 2. Definitions.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Abandoned vehicle. Any vehicle on a public roadway or on private property in which a vehicle owner or operator is not present, or where a police officer or designee determines that the vehicle owner or operator does not intend to remove or take possession of the vehicle, or as defined by state law.

Accident. A situation where one (1) or more motor vehicles have collided with another motor vehicle, object, or person. "Accident" shall also include incidents in which only one (1) vehicle is involved, such as a rollover.

Application. The written application form approved by the GMO and all required documentation and all applicable fees.

Auxiliary Tow Lights. A set of red lamps, connected to the wrecker, which are attached to the rear of the towed vehicle and, when lit, will signal stops and turn movements of the towed vehicle.

Chapter. Chapter 37, Wrecker, Tow Truck and Storage Facility Code, of the Code of the City of Galveston, 1982, as amended.

City. The City of Galveston incorporated limits.

City Manager and its designee for the purposes of this Chapter shall mean the Galveston City Marshal's Office (GMO).

Commission. The Texas Commission of Licensing and Regulation.

Communications supervisor. The person appointed by the chief of police to supervise the operations of the city's radio dispatch office.

Company. The wrecker service under which an entity, or licensee operates. Entity includes, but is not limited to, person, individual, corporation, partnership, joint venture, association, or other business entity.

Compliance officer. The person designated by the director or city manager to oversee and enforce the chapter.

Consent Tow. Any tow of a motor vehicle in which the wrecker is summoned by the owner or operator of the vehicle or by a person who has possession, custody, or control of the vehicle. The term does not include an incident management tow or a private property tow.

~~*Consent tow.* Shall have the meaning as defined by V.T.C.A., Occupations Code § 2308.002, and the department of licensing and regulation.~~

Conviction. A finding of guilt by a judge or jury, or any plea of guilty or nolo contendere, unless such conviction has been held invalid by the courts or the proceedings against the defendant have been dismissed and the defendant discharged by the court.

Department. The City of Galveston's Marshal's Office is the department designated by the city manager to oversee and enforce this Chapter.

Director. The director of the department, or the director's designee. As used in this chapter, "director" may also mean the chief of police if the Galveston police department is responsible for enforcing and overseeing the chapter.

Doing Business As (DBA). The operating name of a company, as opposed to the legal name of the company.

Driver. The person driving a licensee's tow truck.

Driver permit. Means the permit issued by the department to a driver of a tow truck.

Emergency Lights. Flashing, rotating or strobe lights that are mounted above the roof of the wrecker. The lights shall be mounted as high and as wide as possible and visible in all directions when activated. Emergency Lights shall only be amber in color. No lamps or lenses other than amber shall be displayed. A rearward facing directional arrow panel, mounted contiguous with the Emergency Lights, is permitted.

Evidentiary Crime Scene. A crime scene in the incorporated City that requires the response of a law enforcement agency's specialized investigative unit(s). Examples include, but are not limited to, a homicide scene or an auto theft chop shop.

Heavy Duty Tow List. The GMO shall maintain a master list of all permitted wrecker companies to be utilized in the event of a heavy duty tow.

Heavy-duty tow truck. A tow truck with a manufacturer's carrying capacity certificate of twenty-six thousand and one (26,001) pounds, and more, and capable of supplying air for brakes and electrical power for lights to the towed vehicle.

Heavy Duty Wrecker. A wrecker having a chassis rated at five tons or greater by the vehicle manufacturer equipped with a winch capable of lifting a minimum of 30,000 pounds as rated by the winch manufacturer, air brakes, and tandem axles. Except where a distinction is made, the term wrecker includes a heavy duty wrecker.

High Mounted Stop Lamp. A lamp conforming to lamps, reflective devices, and associated equipment (49 C.F.R. 571.108).

Incident. An unplanned randomly occurring traffic event that adversely affects normal traffic operations.

Incident Management Tow. Any tow of a vehicle in which the wrecker is dispatched to the scene of a traffic accident or incident, including the removal of a vehicle, commercial cargo, and commercial debris from an accident or incident scene.

Incident Management Tow List (tow list). The GPD shall keep a master list, known as the Incident Management Tow list, in permit number order, of all wrecker companies permitted under the provisions of this subchapter. Wreckers for incident management tows shall be dispatched from this list by order of rotation.

In the water. Any vehicle in which all four (4) wheels are covered by more than four (4) inches of water. "In the water" shall not mean street flooding or water on public streets or city rights-of-way.

Law Enforcement Officer. A City Marshal, City Police Officer, or a Peace Officer for a law enforcement agency located in the county or state. (See Tex. Code C.C.P. Ch. 2, Art. 2.12.)

Law Enforcement Scene. The scene of a crime, collision or custodial arrest, or the location of a vehicle that is a traffic hazard, a recovered stolen vehicle or an abandoned vehicle.

Lawful order. Means the written or verbal directive issued by the department or police officer in the enforcement of this chapter.

License. Means the document issued under this chapter by the department to an applicant.

Licensee. Means a named tow truck service licensed under this chapter to engage in nonconsent tow service as determined by the city's rotation list.

Licensee rotation tag number. The number the city assigns to a licensee. Also referred to as a "rotation tag number" and a "tag number."

Next-out. The company whose license number is the next sequential number on the city's rotation list and which the city will call when the next vehicle needs to be towed.

Nonconsent Tow. Any tow of a motor vehicle that is not a consent tow, including an incident management tow; and a private property tow.

~~*Nonconsent tow.* Shall have the meaning as defined by V.T.C.A., Occupations Code § 2308.002, and the state department of licensing and regulation.~~

Open territory. IH 45 west of Teichman Road overpass, including adjacent frontage roads. During Mardi Gras and special events as declared by city council, or pursuant to emergency circumstances as declared by the city chief of police, "open territory" shall encompass the city in its entirety.

Operate. To drive or otherwise use a wrecker.

Operator. Any person operating a wrecker, regardless of whether the person owns the truck.

Over the seawall. Means a vehicle that has two (2) or more wheels on the south side of the seawall. This does not apply to vehicles parked on the beach.

Owner. Any person who holds the legal title of the motor vehicle or who has the legal right of possession thereof.

Pass. A pass will be declared when the GPD attempts to dispatch a towing company from the tow list to perform an incident management tow, but is unable to contact the towing company, the towing company refuses or declines to accept the telephone call, the towing company refuses to accept the towing assignment, or fails to show up at to the scene within 30 minutes (or 45 minutes for heavy duty). Each towing company shall be allowed three (3) passes during 12-month permit period. A violation of this section shall result in suspension or revocation of that wrecker company's permit.

Permit. Means the permit issued under this chapter by the department to the driver of a tow truck or alternatively the permit issued to an individual tow truck as applicable.

Person. A sole proprietor, partnership, corporation, Limited Liability Company (LLC), an assumed name, or doing business as (DBA) shall be considered a person for the purposes of this ~~sub~~chapter. For the purposes of this ~~sub~~chapter, multiple assumed names or DBAs of a person shall not be permitted.

Police generated tows. The police dispatcher's request for a tow.

Prisoner tow. A situation where a peace officer employed by the city takes the operator of a motor vehicle into custody and determines that it is necessary to cause the operator's vehicle to be removed from the scene for storage or for use in a criminal investigation.

Public Roadway. A public street, alley, road, right-of-way, or other public way, including paved and unpaved portions of the right-of-way.

Repo-Rig A temporary, removable, or concealed towing apparatus.

Rotation. A system used by the city for the removal of vehicles from the public rights-of-way or public streets involving nonconsent tows.

Rotation tag number. The number the city assigns to a licensee. Also referred to as a "permit number" and a "tag number."

~~*Special events.* Defined as Mardi Gras! and Beach Party Weekend. Other events may be designated special events by city council. For purposes of this chapter a special event~~

shall include Mardi Gras, Dickens on the Strand, Lone Star Rally, and other events that may be designated by City Council.

Tag number. The number the city assigns to a company. Also referred to as a "permit number" and a "rotation tag number."

Tow. The movement of a motor vehicle by a wrecker.

Towing Company. Individual, association, corporation, or other legal entity that controls, operates, or directs the operation of one or more wreckers over a public roadway in this state but does not include a political subdivision of the state.

Tow List. The City of Galveston Incident Management Tow List.

Tow truck. Any truck or other motor vehicle equipped with cables, winches, hoists or other devices capable of lifting and towing or otherwise transporting another vehicle from one place to another. "Tow truck" includes a roll back type vehicle.

Tow truck operator. The person who drives a tow truck, whether or not such individual is also the licensee of the tow truck.

Towing business. The towing of vehicles not owned by the towing company, from a public street or right-of-way within the incorporated limits of the city, for compensation.

Vehicle. A device in, on, or by which a person or property may be transported on a public roadway. The term includes an operable or inoperable automobile, truck, motorcycle, recreational vehicle, or trailer but does not include a device moved by human power or used exclusively on a stationary rail or track.

~~*Vehicle.* A vehicle as defined under the Texas Motor Vehicle laws, Article 6701d, Texas Civil Statutes.~~

Vehicle Owner. The motor vehicle's legal or registered owner or such owner's authorized representative who is physically present at the law enforcement scene.

Vehicle Storage Facility. A vehicle storage facility, as defined by Section 21, that is operated by a person who holds a license issued under Chapter 85 of the Texas Administrative Code to operate the facility.

~~*Vehicle storage facility.* A vehicle storage facility operated pursuant to state and city laws, rules and regulations.~~

Vehicle Storage Facility Owner. An individual, partnership, corporation or any other association (other than a governmental entity) that is engaged in the business of operating a garage, parking lot, storage lot or any type of facility to store motor vehicles subject to incident management tows under this chapter.

Vehicle tow service rotation license. Means the license required under this chapter in order to be placed on the city's rotation system for nonconsent tows

Violation. Means to violate this chapter or state law.

Working Day. Seven (7) days a week 8:00 am to 5:00 pm, excluding city holidays.

Wrecker. A commercial motor vehicle equipped with, or used in combination with a mechanical device, which is adapted or used to tow, winch or otherwise move a motor

vehicle, which together with the towed vehicle has a gross vehicular weight, or actual weight of 26,000 pounds or less. For purposes of convenience, the term wrecker, as used throughout this chapter, shall be deemed to include both the defined terms heavy duty wrecker and wrecker unless a specific reference to the term heavy duty wrecker is made.

Wrecker. A tow truck.

Wrecker Permit. A permit issued by the City Marshal authorizing a specific wrecker to perform incident management tows.

~~Sec. 37-2. -- Vehicle tow service rotation license and heavy-duty vehicle tow service rotation license.~~

~~(a) -- A current vehicle tow service rotation license or heavy-duty vehicle tow service rotation license issued by the city is required in order to be placed on the applicable rotation list.~~

~~(b) -- A license fee of five hundred dollars (\$500.00) shall accompany all application forms.~~

~~(c) -- If the company complies with all requirements, the rotation tag number shall be placed on the city's applicable rotation list.~~

~~(d) -- Each licensee shall possess a separate rotation tag number.~~

~~(e) -- Rotation tag numbers or city licenses may not be sold, leased, or otherwise transferred to any other person or business entity.~~

~~(f) -- All rotation tag numbers and permits shall be valid for twelve (12) months from date of issuance.~~

~~Sec. 37-2.1. -- Maximum number of licenses issued and placed on city rotation lists.~~

~~(a) The fourteen (14) permitted towing companies holding a vehicle tow service rotation license on September 1, 2004, may apply for renewal so long as they remain qualified under the terms of this chapter. The city will issue no other vehicle tow service licenses until and unless the number of licensed towing companies on the city non-consent towing rotation list is nine (9) or less because of attrition. If at any time there are nine (9) or fewer licensed towing companies on the city's non-consent towing list, the city will consider applications from other qualified companies. Those applications will be considered in the order in which they were filed, and the city shall issue a license to any qualified towing company based on their application, until such time as there are ten (10) qualified licensed tow truck companies on the city's vehicle tow service rotation list. The maximum number of companies, licensed, and on the city's rotation list will be thenceforth limited to a total of ten (10) companies.~~

~~(b) -- The maximum number of heavy-duty tow service rotation licenses issued and effective at any time, and the maximum number of companies on the city's rotation list for heavy-duty tow service shall be five (5).~~

ARTICLE III. Permit Application, Requirements and Process.

Sec. 37-3. Application and Process.

General. To obtain a wrecker permit, a towing company shall submit a written application with the GMO. The Application shall include the following for each wrecker for which an application is submitted:

1. Year, make and model;
2. Vehicle identification number
3. Texas license plate number;
4. State of Texas issued vehicle storage facility permit.
5. Identification of wrecker owner including:
 - a. Full business name, address and telephone number for the true wrecker title owner;
 - b. A D/B/A or assumed name shall be accompanied by the name of the assumed name certificate;
6. Applicable fees as required by the City Wrecker Fee Schedule.

All general applications and applications for renewal shall be submitted to the GMO by hand delivery, U.S. mail, or electronic mail. Fax applications will not be accepted.

Sec. 37-4. Issuance and Renewal of Permits.

1. If the GMO determines that the applicant has satisfied all requirements of the above chapter, a wrecker permit shall be issued.
2. Wrecker permits are valid for one (1) year from the date the permit is issued.
3. Applications to renew a permit, along with supporting documentation must be received by the GMO sixty (60) days before expiration.
 - a. A towing company that fails to renew the wrecker permit before it expires shall be removed from the incident management tow list.
 - b. Operating a wrecker with an expired permit constitutes a violation of this chapter.
 - c. Wrecker permits are non-transferable, and renewal permits will only be issued to the original permit holder.
4. If an owner of a towing company and/or driver operator of a wrecker is charged with a felony during the previous year, then the company or operator shall not be eligible for a wrecker permit the following year, unless the charges have since been dismissed or resulted in a verdict of not guilty. An owner or driver granted a “deferred adjudication” does not meet the condition of dismissed or not guilty, until the deferral period is completed.

~~Sec. 37-3 Vehicle tow service rotation license and heavy duty vehicle tow service rotation license requirements, applications and violations.~~

~~The department shall adopt rules and policies consistent with the rules of this chapter and state law, with respect to the form and content of applications for licenses, the investigation of applicants, and the disposal of vehicles per sections 23-39 and 23-40. The department shall administer and properly enforce this chapter.~~

~~Sec. 37-3.1. – Requirements for obtaining a vehicle tow service rotation license.~~

- ~~(a) — Applicant shall possess a valid vehicle storage facility license issued by the state department of licensing and regulation. For a location within the city.~~
- ~~(b) — Applicant shall, at the time of application present for inspection two (2) tow trucks, both of a rollback type or one (1) of a roll back type and one (1) of a wheel lift type, each having a winch capable of pulling and or lifting with a minimum rating of no less than eight thousand (8,000) pounds. These tow trucks must meet the requirements of this chapter and those of the state department of licensing and regulation before an application is considered.~~
- ~~(c) — Tow trucks must be in the name of the applicant as indicated on the state department of transportation tow truck registration. Other trucks may be added, provided they meet the requirements of this chapter and those of the state department of licensing and regulation. after an application is approved.~~
- ~~(d) — Applicant must provide a current certificate or receipt marked PAID from the county tax assessor collector that all city taxes on all property, real and personal, used in connection with the applicants business.~~
- ~~(e) — Applicants shall provide a current certificate of insurance for cargo and vehicle liability in the amounts required by the state department of licensing and regulation.~~
- ~~(f) — The required insurance policies shall be in the licensee's name and shall not be a blanket policy covering any other businesses. The insurance policies shall contain a provision that at least ten (10) days prior notice of cancellation of said insurance shall be given to the city.~~
- ~~(g) — The application shall be in a name that clearly differentiates the business from all other companies engaging in rotation towing for the city.~~
- ~~(h) — The applicant and any owner or driver shall be the current holder of an incident management towing operator's license, issued by the state department of licensing and regulation.~~

~~Sec. 37-3.2. – Requirements for obtaining a heavy duty vehicle tow service rotation license.~~

~~Licensure requirements shall be the same as the requirements found in section 37-3.1 with the following exceptions:~~

- ~~(1) — If the holder of a vehicle tow service rotation license applies for a heavy duty tow service rotation license an additional vehicle storage facility is not required.~~
- ~~(2) — A heavy duty vehicle tow service rotation licensee is required to present one (1) truck as defined by this chapter as a heavy duty tow truck as opposed to subsection 37-3.1(b).~~
- ~~(3) — The required amounts of insurance for a heavy duty vehicle tow service license shall be the same as those required by the state department of licensing and regulation.~~

~~Sec. 37-3.3. -- Vehicle tow service rotation license application.~~

~~Application for a vehicle tow service rotation license shall be made to the director on forms furnished for that purpose and will not be considered until completed with all required documentation and fees. Renewal applications shall require the same documentation and application as the initial license application and shall be submitted not less than thirty (30) days prior to the expiration of the current license.~~

~~(1) -- The application must be signed by the person who owns, controls or operates the proposed vehicle tow service. Applicants shall submit proof of company ownership of the tow truck(s) or evidence of a lease under which the tow truck is to be operated. Applicants shall provide the city a copy of:~~

~~a. -- Assumed name certificate where applicable;~~

~~b. -- Partnership agreement disclosing the names of all general or limited partners if a partnership; or~~

~~c. -- A copy of the articles of incorporation and a certificate from the corporate secretary setting forth names of all officers, directors and persons owning ten (10) percent or more of the outstanding stock of the corporation;~~

~~d. -- A valid vehicle storage facility license registered in applicant's name.~~

~~(2) -- The application must be completed in its entirety and include the following:~~

~~a. -- The name, address and telephone number of the applicant, the trade name under which the applicant does business, the street address and telephone number of the vehicle tow service establishment. Applicants must possess their own vehicle storage license (VSF) license in the city;~~

~~b. -- The number and types of vehicles to be operated, including the year, make, model, vehicle identification number and state license plate number and the type of winch to be operated on each wrecker rated under twenty-six thousand (26,000) pounds. For a heavy-duty permit, tow truck must meet definition of heavy-duty;~~

~~c. -- Proof of an insurance policy or policies which will be in full force and effect for the duration of the permit and will meet the policy requirements outlined by the state in the Vehicle Storage Facility Act, this chapter and applicable state law;~~

~~d. -- A statement attesting that each wrecker used by the vehicle tow service has been rendered for ad valorem taxation in the city and that the applicant is current on payment of those taxes;~~

~~e. -- Any other information deemed necessary by the department consistent with and for the proper administration and enforcement of the provisions of this article;~~

~~f. -- An indemnification and hold harmless agreement provided by the city;~~

~~(3) -- All application forms shall be signed by the director.~~

~~Sec. 37-3.4. – Heavy-duty vehicle tow service license application.~~

~~Application for a heavy-duty vehicle tow service license shall be made to the director on forms furnished for that purpose and will not be considered until completed fully with all required documentation submitted and fees paid as per section 37-3.3. Renewal applications shall require the same documentation and application as the initial license application and shall be submitted not less than thirty (30) days prior to the expiration of the current license.~~

~~Sec. 37-3.5. – Refusal to issue or renew vehicle tow service rotation license or heavy-duty vehicle tow service rotation license.~~

~~(a) — The department shall refuse to issue or renew a vehicle tow service license if the applicant or licensee:~~

~~(1) — Makes a false statement as to a material matter in an application for a license or license renewal or in a hearing concerning the licensee; within a 12-month period;~~

~~(2) — Has had a vehicle tow services license revoked within two (2) years prior to the date of application;~~

~~(3) — Uses a trade name for the vehicle tow service other than the one registered with the department;~~

~~(4) — Is not qualified under this article;~~

~~(5) — Has been convicted or received deferred adjudication for violation of state, or federal law that indicates a lack of fitness of the applicant to perform vehicle tow service.~~

~~(b) — If the department determines that a license should be denied the applicant or licensee, the department shall notify the applicant or licensee in writing that the application is denied and include in the notice the reason for denial and a statement informing the applicant or licensee of the right of appeal.~~

~~Sec. 37-3.6. – Suspension of vehicle tow service rotation license or heavy-duty vehicle tow service rotation license.~~

~~(a) — The department may suspend a vehicle tow service or heavy-duty vehicle tow service rotation license if the department determines a licensee or his employee has:~~

~~(1) — Allowed a person to operate a tow truck engaged in vehicle tow service rotation tows in the city without a valid tow truck driver's permit issued to the person under this article. This may result in a pass for the tow truck licensee and a one-week removal from rotation;~~

~~(2) — Operated a tow truck which has not been registered with the department for rotation tows; this may result in a pass for the tow truck licensee and a one-week removal from rotation;~~

- (3) — Failed to answer the storage location telephone at any time, twenty-four (24) hours a day or have an employee or contractor answer such telephone at any time, twenty-four (24) hours a day. This may result in a one-week removal from rotation;
 - (4) — Failed to have a license issued hereunder conspicuously displayed at his place of business. This may result in a one-week removal from rotation;
 - (5) — Failed to release a vehicle within sixty (60) minutes of a request by the owner or operator of a vehicle which has been obtained due to a nonconsent tow. This may result in a one-week removal from rotation;
 - (6) — Imposed or attempts to impose any condition for release of any motor vehicle which had been towed to their vehicle storage facility, other than proof of ownership, identification of the person claiming the vehicle and the payment for towing and storage. This may result in a one-week removal from rotation;
 - (7) — Failed to provide the owner or operator of the vehicle with a written receipt for towing and storage charges, the date and time of removal, the date and time of return. This may result in a one-week removal from rotation;
 - (8) — Failed to maintain permanent signage as required by this chapter on all tow trucks used for rotation tows. This may result in a pass for the tow and a one-week removal from rotation;
 - (9) — Charged more than the maximum fee allowed by this chapter. This may result in a one-week removal from rotation and a refund of the over charge to the vehicle owner;
 - (10) — Failed to submit a weekly list of vehicles that have been released after having been submitted as abandoned by the licensee to the police department. This may result in a one-week removal from rotation;
 - (11) — Failed to clean the street of any broken glass or other debris resulting from a collision. If more than one (1) tow truck is summoned, each driver shall bear equal responsibility for the clean up. This may result in a one-week removal from rotation;
 - (12) — Allowed an employee to tow a vehicle to a vehicle storage facility other than the licensee's vehicle storage facility unless, at the direction of the towed vehicle's owner or operator. This may result in a one-week removal from rotation;
 - (13) — Failed to provide written notification to the compliance officer that the licensee's insurance has been canceled, or is no longer in force for any reasons, or the amounts of insurance have been reduced. The compliance officer shall remove the licensee's license number from the city's rotation list. The removal from the city's rotation list will be for twice the period of time that no insurance was not in full force as required by this chapter;
- (b) — If the department determines that a license should be suspended, the department shall notify the licensee in writing that the license is suspended and include in the

notice the reason for suspension and a statement informing, the applicant or licensee of the right of appeal.

(e) — These contractual penalties do not preclude prosecution for criminal offenses as defined by state law or city ordinance.

Sec. 37-3.7. — Revocation of vehicle tow service rotation license or heavy-duty vehicle tow service license.

(a) — The department may revoke a vehicle tow service licensee from a rotation list if the department determines that the licensee has:

(1) — Made a false statement in the application for the license;

(2) — Failed to comply with applicable provisions of this chapter;

(3) — Failed to comply with the conditions and limitations of the license;

(4) — Been convicted or received deferred adjudication for any felony offense while holding a license;

(5) — Failed to pay a license fee at the time it was due;

(6) — Failed to maintain a state licensed vehicle storage facility within the city;

(7) — Three (3) or more violations of section 37-3.6 within a one-year period;

(8) — Passed four (4) tows on any one (1) rotation list during a contract period.

(b) — If the department determines that a license should be revoked, the department shall notify the licensee in writing that the license is revoked and include in the notice the reason for revocation and a statement informing, the applicant or licensee of the right of appeal.

(e) — These contractual penalties do not preclude prosecution for criminal offenses as defined by state law or city ordinance.

Sec. 37 – 5. Insurance Requirements.

1. Applicants shall provide a current certificate of insurance for cargo and vehicle liability in the amounts required by the state department of licensing and regulation.

2. The required insurance policies shall be in the permittee's name and shall not be a blanket policy covering any other businesses. The insurance policies shall contain a provision that at least ten (10) days prior notice of cancellation of said insurance shall be given to the city.

3. A towing company shall maintain insurance for each wrecker it owns or operates which meets the requirements of all other applicable statutes in addition to meeting the insurance requirements set forth in this chapter. A law enforcement officer may request proof of financial responsibility from the owner/operator.

4. A towing company shall not perform any incident management tows if it fails to provide the required insurance coverage.

Sec. 37.4 Tow truck drivers.

- (a) ~~— No person, or licensee shall operate a tow truck for rotation tows without a valid TDLR license issued by the state.~~
- (b) ~~— All tow truck drivers shall have and maintain all applicable state and local licensing documentation as required in each vehicle at all times the vehicle is operated.~~
- (c) ~~— All tow truck drivers shall wear in a visible place on the front of the drivers' shirt a valid TDLR license, issued by the state, while at the scene of a tow. Upon request the tow truck driver shall present the tow truck drivers license to a police officer at the scene of a nonconsent tow.~~
- (d) ~~— No tow truck driver shall violate any traffic law, unless expressly instructed to do so by a licensed police officer.~~
- (e) ~~— No tow truck driver shall remove any wrecked or disabled or illegally parked vehicle from any public street without authorization from a police officer or city authorized employee or agent; however, the operator of a stalled or disabled vehicle not involved in an accident may authorize a tow truck driver to remove the vehicle if no police officer is present.~~
- (f) ~~— Each tow truck driver who is dispatched shall be responsible for cleaning the street of any broken glass or other debris resulting from a collision. If more than one (1) tow truck is summoned, each driver shall bear equal responsibility for the clean up.~~
- (g) ~~— Before a vehicle is removed from a scene, the police officer on the scene shall sign the police department's acceptance form, which shall include the tow truck driver's name, a brief description of any damage to the vehicle, and an inventory of the contents of the vehicle.~~
- (h) ~~— Upon the proper completion of the driver's towing form, the tow truck driver shall deliver the vehicle directly to the licensee's vehicle storage facility or the location agreed upon with the owner or operator of the vehicle.~~

~~Secs. 37.4.1—37.4.4. Reserved.~~

Sec. 37-6. Required Identification on Wreckers.

Each owing company that has been issued a wrecker permit shall maintain the following identification markings on each wrecker it owns, leases or operates:

1. The wrecker shall display the name of the permittee on each side of the wrecker on the doors in three-inch letters, the address of the vehicle storage facility and phone number of the permittee on each side of the wrecker on the doors in two-inch letters. The information shall be clearly and legibly painted or affixed by permanent decal in colors that contrast with the surface on which the information is painted or affixed.
2. The wrecker shall display in front of the windshield and behind the front tires on both front fenders the city tag number, unless the wrecker is a cab-over truck, in which case the rotation tag number shall be displayed on both front doors. The tag number shall be either permanently affixed or painted in numbers not less than

three (3) inches. Such numbers shall be clearly and legibly painted or affixed by permanent decal in colors that contrast with the surface on which the information is painted or affixed.

3. All wreckers designated by the company to be used for incident management tows shall be inspected and permitted by the department. The winch shall have the original manufacturers rating plate intact and be rated for no less than eight thousand (8,000) pounds.

Sec. 37-5 Tow Trucks

- (a) Any tow truck towing for a licensee must be equipped as defined by this chapter as it now exists or as it may be amended.
- (b) The gross vehicle weight rating (GVWR) of the tow truck shall not be less than ten thousand (10,000) pounds as rated by the manufacturer or certifying laboratory (one-ton truck), and the tow truck shall have been manufactured with dual or tandem rear wheels and tires. All such equipment shall be maintained in good condition.
- (c) All tow trucks must arrive at the scene of the tow under the tow truck's own power and with working equipment available to tow. If at the scene of the tow, the tow truck is found by a police officer to be in a condition that does not comply with this chapter, the police officer shall notify the department. The police officer shall not allow the tow truck to tow the vehicle from the scene. However, if the driver or licensee obtains assistance from another of the licensee's tow trucks within the original response period, the licensee may proceed with the tow. If the tow truck does not obtain the needed assistance within the original response time the tow shall be deemed as a pass, and the officer may request the next-out. The licensee shall not use the tow truck that was passed for any further tows until the city inspects and approves the truck.
- (d) The tow truck shall display the name of the licensee on each side of the tow truck on the doors in three-inch letters, the address of the vehicle storage facility and phone number of the licensee on each side of the tow truck on the doors in two-inch letters. The information shall be clearly and legibly painted or affixed by permanent decal in colors that contrast with the surface on which the information is painted or affixed.
- (e) The tow truck shall display in front of the windshield and behind the front tires on both front fenders the city tag number, unless the tow truck is a cab-over truck, in which case the rotation tag number shall be displayed on both front doors. The tag number shall be either permanently affixed or painted in numbers not less than three (3) inches. Such numbers shall be clearly and legibly painted or affixed by permanent decal in colors that contrast with the surface on which the information is painted or affixed.
- (f) The state department of licensing and regulation registration number shall be located next to the city tag number.
- (g) All tow trucks designated by the company to be used for next-out rotation tows shall be inspected and permitted by the department. The winch shall have the

original manufacturers rating plate intact and be rated for no less than eight thousand (8,000) pounds.

(h) — All tow trucks shall carry the following equipment:

(1) — One (1) ten-pound or two (2) five-pound class BC rated fire extinguishers;

(2) — One (1) crowbar not less than thirty-six (36) inches in length;

(3) — One (1) push broom with at least an 18-inch head and a handle of not less than thirty-six (36) inches in length;

(4) — One (1) flat edged shovel of at least nine (9) inches in width with a handle of not less than thirty-six (36) inches in length;

(5) — Three (3) certified emergency triangle reflectors;

(6) — One (1) working flashlight;

(7) — Wheel lift trucks shall be equipped with wheel tie down straps or chains, which shall be used, for every wheel lift tow;

(8) — Any other equipment required by the state department of licensing and regulation.

Sec. 37-5.1. — Tow truck rotation permit and heavy-duty tow truck rotation permit.

(a) — A current tow truck rotation permit issued by the city is required in order for the tow truck to be used by the licensee for rotation tows.

(b) — A permit fee of twenty-five dollars (\$25.00) per tow truck shall accompany all application forms for additional tow truck rotation permits in excess of the two (2) tow truck rotation permits issued with the original vehicle tow service license.

(c) — A tow truck rotation permit shall be placed on the tow truck allowing it to be used for rotation tows for the licensee.

(d) — A tow truck rotation permit may not be sold, leased, or otherwise transferred to any other person or business entity.

(e) — All tow truck rotation permits shall be valid for twelve (12) months from date of issuance.

(f) — The director may approve additional tow truck rotation permits as needed for special events or emergencies.

Sec. 37-5.2. — Tow truck and heavy-duty tow truck rotation permit application.

Application for a tow truck rotation permit shall be made to the director on forms furnished for that purpose and will not be considered until completed with all required documentation and fees.

ARTICLE IV. Permits and Tow Lists.

Sec. 37-7. - Maximum number of Permits issued and Tow lists.

- (a) The fourteen (14) permitted towing companies holding a vehicle tow service rotation license on September 1, 2004, may apply for a wrecker permit so long as they remain qualified under the terms of this chapter. The city will issue no other wrecker permits until and unless the number of permitted towing companies on the city tow list is seven (7) or less because of attrition. If at any time there are seven (7) or fewer permitted towing companies on the city's tow list, the city will consider applications from other qualified companies. Those applications will be considered in the order in which they were submitted, and the city shall issue a permit to any qualified towing company based on their application, until such time as there are seven (7) permitted tow truck companies on the city's tow list. The maximum number of permitted companies on the city's tow list will be thenceforth limited to a total of seven (7) companies.
- (b) The maximum number of heavy duty wreckers permitted and effective at any time, and the maximum number of companies on the city's heavy duty tow list shall be three (3).

37.6 Police and dispatcher responsibilities.

(a) — The city will maintain four (4) lists:

- (1) — *Rotation list.* This list shall indicate all rotation tag numbers. Each licensee will be allowed one (1) listing on the rotation list.
- (2) — *Heavy duty rotation list.* This list shall indicate all heavy duty rotation tag numbers. Each licensee will be allowed one (1) listing on the rotation list.
- (3) — *Abandoned rotation list.* This list shall indicate all rotation tag numbers of licensees who chose to be on this list. Each licensee will be allowed one (1) listing on the rotation list. However, this list shall only be used for tows between 8:00 a.m. and 5:00 p.m. Monday through Friday, excepting city holidays.
- (4) — *Abandoned heavy duty rotation list.* This list shall indicate all rotation tag numbers of licensees who chose to be on this list. Each licensee will be allowed one (1) listing on the rotation list. However, this list shall only be used for tows between 8:00 a.m. and 5:00 p.m. Monday through Friday, excepting city holidays.

(b) — Dispatch procedures.

- (1) — For next-out rotation tows the communications dispatcher shall summon the next number on the rotation or abandoned list. The dispatcher shall call the first licensee's telephone number of record. If the dispatcher does not get an answer at the first telephone number, the dispatcher shall call the licensee's second telephone number. If the dispatcher receives a voice mail or calls a pager, the dispatcher shall leave a message that the company has five (5) minutes in which to return the dispatcher's call or the call will be a pass. If the company does not return the call or page to the dispatcher within five (5) minutes, or if there is no answer at the company's telephone number, the call will be a pass, and the company's tag number will be rotated to the bottom of the rotation list.

- (2) — When summoned by the communications dispatcher, the licensee shall accept the summons or pass on this next out rotation tow.
 - (3) — Upon receiving a summons from the communications dispatcher, if the licensee elects not to respond or fails to respond in the time frame permitted, the licensee shall be removed from the top of the rotation list and placed at the bottom of the list.
 - (4) — Upon accepting a summons from the communications dispatcher, a licensee shall be allowed a maximum of thirty (30) minutes to arrive at the scene from the time the police dispatcher called the licensee, or a maximum of forty-five (45) minutes to arrive at the scene if a heavy-duty wrecker is called. If the company does not arrive at the scene within the maximum time allowed, the police dispatcher shall cancel the call and the licensee shall be placed on the bottom of the list, and the next licensee on the list shall be called.
 - (5) — The officer on the scene will complete a driver's towing form. Completed drivers towing forms will be kept and maintained by the city, and available for inspection and copying, as required by state law.
 - (6) — In addition to the police dispatcher requesting a company, the city manager may authorize the director of housing and community services to designate a city employee to call for junk vehicle pick-ups.
- (e) — Log books. The communications supervisor shall prepare and keep current four (4) log books to record all vehicles picked up. The log books are as follows:
- (1) — One (1) book shall contain a record of all vehicles picked up resulting from any accident;
 - (2) — One (1) book shall contain a record of all junk vehicles or other vehicles;
 - (3) — One (1) book shall contain a record of all vehicles picked up by request of any private citizen. This log book shall apply only to those requests made through the city;
 - (4) — One (1) book shall contain a record of all heavy equipment picked up by a heavy-duty tow truck.

Sec. 37 – 8. Qualification for Placement on Incident Management Tow List.

Each regular duty towing company shall have a minimum of two permitted wreckers for the tow list, one roll back and one regular. Each heavy-duty towing company shall have a minimum of one permitted wrecker per company for the tow list. This shall ensure the towing company is able to provide adequate service to the citizens it serves, Galveston Police Department and the City of Galveston Marshal.

Only those towing companies meeting the following annual requirements shall be placed on the incident management tow list for regular wreckers or heavy duty wreckers:

1. Have submitted and been issued a wrecker permit under the provisions of this chapter;

2. Each towing company which makes regular or heavy-duty tows must own a vehicle storage facility within the city limits, available for the storage of vehicles which have been towed as a result of an incident management tow. Only one towing company per vehicle storage facility shall be allowed. A vehicle storage facility shall be of a size sufficient to allow for the storage of a wrecker company's incident management tows;
3. Have deposited with the City Secretary a garage keeper's legal liability policy in its name covering fire, theft, and explosion at the vehicle storage facility in the same minimum amount as is required by state law for consent tows, and showing the City as an additional insured; and
4. Maintain a 24-hour wrecker service.

Sec. 37-7. Accident scene and police pick-up scene.

- (a) ~~It shall be a Class C misdemeanor offense for a person to stop, park, halt, or operate a tow truck within three hundred (300) feet of an accident scene until requested by a peace officer to approach the accident scene in said tow truck.~~
- (b) ~~The following actions will take place at the scene of any motor vehicle accident or situation that requires a tow truck to remove vehicles from the public streets or city right-of-way:~~
 - (1) ~~If the police officer makes a determination that a vehicle needs to be towed, the police officer shall ask, the vehicle owner or operator if conditions permit whether the vehicle operator has a preference for a particular tow truck. If the vehicle operator indicates a preference for a particular tow truck, the police officer shall have the vehicle operator complete the driver's towing form specifying the specific tow truck the vehicle operator is requesting. Upon completion of the driver's towing form, the police officer shall notify the communications dispatcher to request that particular tow truck if it is on the city's next out rotation list in order to expedite the consent tow. If it is not on the city's next out rotation list it shall be the responsibility of the owner or operator to contact the tow truck. If the vehicle is a traffic hazard and the requested tow truck is unable to respond within thirty (30) minutes the operator or owner will be advised that they must choose a tow truck that can respond within the 30-minute requirement, if not the next out rotation tow truck shall be summoned by the police officer for a noneconsent tow. When a licensee is called by request, the city shall not change the licensee's position on the next out rotation list. The licensee shall respond within thirty (30) minutes. If the licensee fails to respond within thirty (30) minutes, the dispatcher shall call the "next out." No police officer shall suggest or recommend a particular towing company. No police officer shall attempt to influence a vehicle operator's selection of a towing company.~~
 - (2) ~~If the vehicle operator has no preference for a specific towing company, the police officer shall notify the communications dispatcher to send the "next out" as shown on the rotation list. Once the police officer has notified the communications officer to send the "next out," the licensee shall have thirty (30)~~

minutes in which to arrive at the scene from the time the licensee is called unless the call is for a heavy duty truck, in which case the licensee shall have forty five (45) minutes in which to arrive at the scene. If the licensee fails to arrive at the scene within the required time, the city shall cancel the call, place the licensees at the bottom of the rotation list and call the "next out." The city reserves the right to cancel the "next out" as warranted by the situation on the scene. If the city cancels the "next out" for any reason other than the company's failure to arrive within the allocated time limit, or the equipment does not meet the requirements of this chapter the company shall be placed on top of the rotation list and shall receive the subsequent "next out" call.

- (3) — Upon the arrival of the licensee, the police officer shall complete the driver's towing form in the presence of the tow truck driver. The vehicle operator and tow truck driver shall properly sign the form before the vehicle is towed from the scene.
- (4) — Upon the proper completion of the driver's towing form, the tow truck driver shall deliver the vehicle directly to the licensee's vehicle storage facility or the location agreed upon with the owner or operator of the vehicle.
- (5) — In multi-vehicle towing situations, the tow truck drivers shall have their choice of vehicles in the order the tow trucks were called out from the rotation list.
- (6) — All tow truck drivers arriving or summoned to the scene shall obey all lawful orders given them by any police officer and shall not in any manner interfere with such police officer in the performance of the officer's duty. The police officer on the scene shall not advise or instruct a tow truck driver on the manner of towing except in case of a violation of this chapter.
- (7) — No tow truck driver shall remove any wrecked or disabled or illegally parked vehicle from any public street or city right of way without authorization from a police officer, or any city authorized employee; however, the owner or operator of a stalled or disabled vehicle not involved in an accident may authorize a tow truck driver to remove the vehicle if no police officer is present.
- (8) — Each tow truck driver who is dispatched shall be responsible for cleaning the street of any broken glass or other debris resulting from a collision. If more than one (1) tow truck is summoned, each driver shall bear equal responsibility for the clean up.
- (9) — Before a vehicle is removed from an accident scene in rotational towing situations, the police officer on the scene shall sign the police department's driver's towing form, which shall include the tow truck driver's name, a brief description of any damage to the vehicle, and an inventory of the contents of the vehicle. Both the police officer and the tow truck driver shall sign the driver's towing form.
- (10) — Licensees and their drivers, agents, or representatives shall not address complaints, conflicts or disagreements in an antagonistic manner at the scene of the accident or tow.

(11) — If a licensee is called for a rotation tow and the licensee determines the tow requires a heavy duty tow truck the licensee may call a heavy duty vehicle tow service rotation licensee and request their assistance, however only the fee for a heavy duty tow in the appropriate zone will apply. Alternately the licensee may pass and retain its current position on the rotation list provided they have not attempted to complete the tow.

(12) — All nonconsent "over the seawall" tows shall require a use of a licensee from the heavy duty tow service rotation licensee.

(13) — A licensee may only call additional tow trucks of that licensee's to give assistance on a tow. If the licensee is unable to complete a tow it will be deemed a pass except for subsection (11) of this subsection.

(14) — If a temporary city storage lot is used during a special event, the licensees that towed vehicles during the special event to the temporary storage facility shall remove such towed vehicles between 2:00 a.m. and 6:00 a.m. of the day following the tow. If a licensee fails to remove a vehicle that it towed to the city's temporary storage lot by 6:00 a.m., the city shall take possession of the vehicle and the licensee shall forfeit any claim against that vehicle.

Sec. 37-8. — Fees and zones:

(a) — The following are the maximum fees that any licensee shall charge for a non-consent rotation tow in the city, subject to the exceptions set forth in subsection (b) below:

Abandoned vehicles, regardless of the zone \$125.00

Abandoned vehicles requiring a heavy duty tow, regardless of the zone 300.00

Zone 1 115.00

Zone 2 125.00

Over the seawall 250.00

In the water 250.00

Heavy duty — Zone 1 250.00

Heavy duty — Zone 2 300.00

Motoreycles regardless of the zone 135.00

(b) — The following are exceptions to the above standard fees:

(1) — If a heavy duty vehicle tow service is called and the pick-up requires the unloading of a combination vehicle or multiple heavy duty wreckers to clear a scene, the licensee or tow truck driver shall immediately notify the officer on the scene that the pick-up is exceptional. The on-scene officer shall ask dispatch to notify the compliance officer, his designee or patrol sergeant to approve the

~~exceptional tow status. Upon approval, the officer shall note "exceptional" on the driver's towing form.~~

~~(2) — If a heavy duty tow truck is needed to tow an abandoned vehicle, the on scene officer shall call the compliance officer or his designee to the scene. If the compliance officer, or designee, determines that a heavy-duty wrecker is required, the compliance officer or designee shall call for the next-out heavy duty.~~

~~(3) — Exceptional heavy duty tow rates:~~

~~a. — Shall include the above applicable zone rate;~~

~~b. — Two hundred dollars (\$200.00) per hour (with a one-hour minimum) to prepare the vehicle, the trailers and load for safe towing; and~~

~~c. — A maximum of twelve and one-half cents (12.5¢) per pound of the actual weight of the load and vehicle, including any trailers. The weight will be determined by certified weight scale receipts for such loaded vehicles and trailers.~~

~~(e) — Zones.~~

~~(1) — Zone 1 is defined as east of 103rd Street, to the Causeway, and Pelican Island.~~

~~(2) — Zone 2 is defined as 103rd Street, and every street west of 103rd Street and outside of city limits as state law allows.~~

~~(d) — Companies shall not charge a storage fee that exceeds the maximum allowable under state law.~~

~~(e) — In the event the vehicle owner or operator desires to have the vehicle towed to a destination outside the city municipal boundaries, the tow truck company, agent, representative or driver may negotiate a price with the vehicle owner or operator to tow to the destination.~~

Sec. 37-9. Use of Incident Management Tow List.

1. The GPD dispatch shall maintain an incident management tow list. The list will include all wrecker companies permitted under the provisions of this chapter. The companies shall be listed in permit number order, and shall be dispatched on a rotating basis in accordance with the company's order on the list.

2. Upon receiving the first communication that the owner of a vehicle involved in a collision has failed or refused to designate an eligible wrecker company, or has specifically designated no preference, the GPD Dispatcher receiving the communication shall call the first towing company on the Incident Management tow list to tow a disabled vehicle and remove the vehicle from the public streets. An eligible wrecker is a wrecker currently eligible for an incident management tow.

3. If the owner/operator of a disabled vehicle is unable or unwilling to designate a towing company, the investigating officer shall request an incident management tow

from the GPD dispatcher. The GPD dispatcher shall dispatch a wrecker from the incident management tow list.

4. If a dispatched towing company does not respond to the request with its wrecker within 30 minutes (absent exigent circumstances ex. holiday traffic, tows west of 12 mile road), the failure to respond will constitute a pass of the tow, and the next towing company on the tow list shall be dispatched.
5. The City reserves the right to cancel the next-out wrecker as warranted by the situation on the scene if the tow is no longer necessary. If the City cancels the next-out for any reason other than the company's failure to arrive within the allocated time limit, or if the equipment is not adequate for the situation, the company shall be placed on top of the tow list and shall receive the subsequent next out call. Once the next-out wrecker is called by GPD dispatch, it cannot be replaced by request.
6. If the next-out wrecker on the scene cannot complete the job with the towing company's own vehicles it shall be considered a pass, and the next-out wrecker shall be called.

Sec. 37-9. — Storage.

- (a) — The licensee shall store all police-generated tows at the licensee's vehicle storage facility.
- (b) — The city or its designee shall conduct at least one (1) auction each month for vehicles stored in the licensee's vehicle storage facility.
- (c) — Licensees shall be responsible for any and all damages, losses, or thefts of property or vehicles stored at licensees vehicle storage facility.

Sec. 37-10. – Dispatch Procedures

1. For incident management tows, the communications dispatcher shall summon the next number on the tow list. The dispatcher shall call the first permittee's telephone number of record. If the dispatcher does not get an answer at the first telephone number, the dispatcher shall call the permittee's second telephone number. If the dispatcher receives a voice mail or calls a pager, the dispatcher shall leave a message that the company has five (5) minutes in which to return the dispatcher's call or the call will be a pass. If the company does not return the call or page to the dispatcher within five (5) minutes, or if there is no answer at the company's telephone number, the call will be a pass, and the company's permit number will be rotated to the bottom of the tow list.
2. When summoned by the communications dispatcher, the permittee shall accept the summons or pass on the incident management tow.
3. Upon receiving a summons from the communications dispatcher, if the permittee elects not to respond or fails to respond in the time frame permitted, the permittee shall be removed from the top of the tow list and placed at the bottom of the list.

4. Upon accepting a summons from the communications dispatcher, a permittee shall be allowed a maximum of thirty (30) minutes to arrive at the scene from the time the police dispatcher called the permittee, or a maximum of forty-five (45) minutes to arrive at the scene if a heavy-duty wrecker is called. If the company does not arrive at the scene within the maximum time allowed, the police dispatcher shall cancel the call and the permittee shall be placed on the bottom of the list, and the next permittee on the list shall be called.
5. The officer on the scene will complete a GPD Wrecker Pick-Up Acceptance Sheet. Completed GPD Wrecker Pick-Up Acceptance Sheet will be kept and maintained by the city, and available for inspection and copying, as required by state law.
6. In addition to the police dispatcher requesting a company, the city manager may authorize other City staff to designate a city employee to call for junk vehicle tows.

~~In addition to the police dispatcher requesting a company, the city manager may authorize the director of housing and community services to designate a city employee to call for junk vehicle tows.~~

Sec. 37-10. Open territory.

Licensee may dispatch tow trucks into open territories without prior notice from the communications dispatcher. In open territories, the first licensee to reach a disabled vehicle will be granted the non-consent tow unless the owner or operator of the disabled vehicle is present and has made a consent tow request. No vehicles in an accident may be moved without approval of the police officer in charge at the scene ~~No vehicles involved in an accident may be moved without prior approval of a police officer.~~

ARTICLE V. Tow Service Safety and Operating Procedures.

Sec. 37-11 – Tow Service and operating procedures

No person shall participate in an incident management tow unless the following operation and safety requirements are met:

- A. The wrecker being used shall be equipped as follows:
 1. Brakes that meet braking performance requirements under all loading conditions;
 2. A power winch, winch line and boom, with factory-rated lifted cap of not less than 8,000 pounds single line cap or a hydraulic and mechanical wheel lift with a lifting cap of not less than 3,000 pounds;
 3. A tow sling or hydraulic lift sufficient to prevent swinging of any equipment and/or vehicle being transported and/or towed. This division (A) (3) shall not apply to a vehicle carrier or rollback unless the wheels of a vehicle being towed are in contact with the ground. In the event that a self-contained non-propelled towing device, or some other form of auxiliary device is used, the

vehicle to which that device is attached and which is providing the motive and braking forces, does not need to provide this equipment;

4. Three-eighths inch highest steel chains or their equivalent for wreckers with a gross vehicle weight over 10,000 pounds. The gross vehicle weight rating (GVWR) of the wrecker shall not be less than ten thousand (10,000) pounds as rated by the manufacturer or certifying laboratory (one-ton truck), and the wrecker shall have been manufactured with dual or tandem rear wheels and tires. All such equipment shall be maintained in good condition;
 5. A ten-pound **or equivalent** BC fire extinguisher. All fire extinguishers shall be properly filled, operable, and located so as to be readily accessible for use. Fire extinguishers shall meet the minimum requirements of the most recent edition of NFPA 10 the Standard for Portable Fire Extinguishers established by the National Fire Protection Association (NFPA), and shall be labeled by a recognized national testing laboratory;
 6. One crowbar or wrecking bar that is not less than 36 inches in length with a wedge head;
 7. One broom of a type designed for pushing with an 18-inch head, and a handle of not less than 36 inches;
 8. One flat-edge shovel of at least nine inches, with a handle of not less than 36 inches;
 9. A box or bucket to carry glass and/or debris removed from collision/accident scenes;
 10. Rope or wire suitable for securing doors, hoods, trunks, etc.;
 11. A functioning spotlight or flashlight;
 12. Outside rearview mirrors on both sides of the truck;
 13. Permanently mounted emergency light bar;
 14. Three portable red emergency triangle reflectors;
 15. Auxiliary tow lights;
 16. A high mounted stop lamp shall be mounted on any wrecker if its overall width is less than 80 inches, or its Gross Vehicle Weight Rating (GVWR) is 10,000 pounds or less and is manufactured on or after 9-1-1993;
 17. Work lights shall be wired to a separate switch and shall not be illuminated while the wrecker is in motion. These lights shall be steady burning white lights that project light to the rear of the wrecker; and
- B. Dispatched wreckers shall arrive at the accident scene within 30 minutes after being notified by the GPD or GMO, absent exigent circumstances (hurricane, flood, etc.). Failure to do so shall be considered a “pass”.

- C. Before leaving the scene, operators shall remove from the site of an accident all wreckage and debris. This duty specifically includes the removal of broken glass and metal fragments and the spilled load of any vehicle. Such debris shall be disposed of in a manner which shall keep it out of gutters, storm sewers, streams, public rights-of-way, and property not owned by the wrecker operator.
- D. No wrecker operator shall store any vehicle or wrecker on public roadways or public rights-of-way in the City.
- E. Wrecker operators shall use reasonable care in towing and in the storage of vehicles so as to minimize any possibility of further damage or theft.
- F. Wrecker operators shall comply with all federal and state laws, all rules and regulations promulgated pursuant to federal and state laws, and all City ordinances, including zoning, health and fire prevention ordinances.
- G. No person shall use or operate a wrecker to tow a motor vehicle without using auxiliary tow lights unless the towed vehicle is loaded on a rollback wrecker.
- H. No person shall equip a permitted wrecker with a two-way radio or scanner or with any two-way radio capable of transmitting on any law enforcement frequency or tow using a wrecker equipped with any such devices. Any operator or towing company found transmitting on any law enforcement frequency shall be subject to suspension or revocation of their permit.
- I. No person shall equip a permitted wrecker with any device designed to detect or monitor radar, laser or any other speed-measuring instrument or perform a non-consent tow using a wrecker so equipped.
- J. No person shall perform any tow without using safety chains or safety straps.
- K. No person shall operate a permitted wrecker with a slip-in bed or operate a repo-rig.
- L. No person shall use a permitted wrecker to lift more than its factory-rated lifting capacity allows.
- M. No operator shall possess nor allow any prohibited weapon, firearm or alcoholic beverage in or around a wrecker when operating the wrecker. This provision does not prohibit a peace officer as defined by Texas Code of C.C.P. Ch. 2, Art. 2.12, or a person possessing a valid handgun permit issued by the Texas Department of Public Safety (DPS) from carrying a firearm while operating or riding in a wrecker.
- N. An operator shall ensure that while lifting a motor vehicle in preparation for a non-tow, all non-essential people are at a safe distance from the wrecker and

- motor vehicle. A safe distance is at least twice the distance between the end of the boom and the point of hook-up on the motor vehicle being winched or twice the distance the motor vehicle is being lifted, whichever is greater. If a hydraulic lift is being used, a safe distance is twice the distance to which the lift arm is extended. An operator is responsible for maintaining safe conditions around the wrecker during any preparation for towing and winching of the motor vehicle.
- O. If a wrecker or motor vehicle to be towed is in a lane of traffic, the operator shall ensure that the flow of traffic is diverted. An operator shall not place or operate a wrecker cable across a lane or lanes of traffic, unless the traffic is stopped or diverted by a law enforcement officer to permit safe winching or lifting of the motor vehicle to be towed.
 - P. A towing company operating permitted wreckers and operators of such wreckers shall maintain and keep in good working order all safety mechanisms of the wrecker, including; but not limited to, all headlights, tail lights, turn signals, brakes, brake lights, hazard lights, flashing warning lights, windshield wipers, wiper blades, door handles, window cranks, and tires.
 - Q. All permitted wreckers shall operate within the applicable recommended towed vehicle manufacturer's safety policies and procedures.
 - R. No wrecker performing an incident management tow shall use a tow bar with pins of any kind, or any other method of attachment.
 - S. Each permitted wrecker shall meet the safety requirements of all other applicable statutes in addition to meeting the safety requirements of this subchapter.
 - T. Incident management towed vehicles from any law enforcement scene shall be taken to an approved vehicle storage facility prior to the loading of any other vehicle.
 - U. All wreckers must arrive at the scene of the tow under the wrecker's own power and with working equipment available to tow. If at the scene of the tow, the wrecker is found by a police officer, deputy marshal or wrecker inspector to be in a condition that does not comply with this chapter, the police officer, deputy marshal or wrecker inspector shall notify the department. The police officer, deputy marshal or wrecker inspector shall not allow the wrecker to tow the vehicle from the scene. However, if the operator or permittee obtains assistance from another of the permittee's wreckers within the original response period, the permittee may proceed with the tow. If the wrecker does not obtain the needed assistance within the original response time the tow shall be deemed as a pass, and the officer, deputy marshal or wrecker inspector shall request the next-out. The permittee shall not use the wrecker that passed for any further tows until the city inspects and approves the truck.

V. The following rules apply to law enforcement incident scenes.

1. Except at the direction of a law enforcement officer, an operator shall park the wrecker at least 300 feet from a law enforcement scene and remain with their vehicle. An operator shall only use beacon lights as directed by state law.
2. The operator shall park the wrecker on the same side of the road as the damaged motor vehicle.
3. The owner of a motor vehicle or his or her representative shall be allowed to determine who will safely remove the vehicle and any connected trailer and its associated load from a law enforcement scene unless the owner is under arrest or in police custody, or the vehicle is an immediate traffic hazard, as determined by law enforcement, in which case “next-out” will be summoned.
4. If a motorist in need of aid summons a police officer or deputy marshal and is in need of a tow, the police officer or deputy marshal shall use the same procedure as in a collision situation. If the vehicle owner/operator has no preference of a wrecker company, the next-out shall be called.
5. All wreckers are subject to an inspection by GMO or personnel designated as wrecker inspectors.
6. Once a wrecker has hooked up to a motor vehicle, the wrecker company may charge as authorized by this subchapter. A wrecker company shall have hooked-up when the wrecker is in position to secure and tow the vehicle and any part of the wrecker’s securing attachments are touching the vehicle.
7. No wrecker operator without a current, valid TDLR permit and city issued Chauffeurs Permit, shall be allowed to load a vehicle for an Incident Management tow. The City will issue Identification Cards to wrecker drivers and operators and the card will be displayed by the individual at all times while operating a wrecker.

~~Sec. 37-11. Vehicle tow service license or heavy-duty vehicle tow service license, tow truck driver permit, or tow truck permit denial, suspension, or revocation appeal procedure.~~

~~(a) Within ten (10) days from the date of the incident, suspension, revocation or denial, the licensee or permittee as applicable shall file a written sworn complaint with the compliance officer stating:~~

~~(1) The grounds for the complaint;~~

~~(2) All persons with knowledge regarding the incident the complaint is based upon;~~

~~(3) The time, date and location of the alleged offending action by the city; and~~

~~(4) — The relief requested.~~

~~(b) — Compliance officer review. The compliance officer shall conduct an investigation into the licensee or driver's complaint. Within ten (10) days of the filing of the complaint, unless circumstances demand a longer response time, the compliance officer shall provide a written response to the licensee or driver. If the licensee or driver is not satisfied with the compliance officer's response, the licensee or driver may request the review of the compliance officer's actions to his immediate supervisor. Such request shall be in writing and submitted within ten (10) days of the date of the compliance officer's response.~~

ARTICLE VI. Tow Storage.

Sec. 37 – 12. Incident Management Tow Storage

All regular and heavy-duty wrecker owners who perform incident management tows at the direction of GPD or the GMO shall store towed vehicles at their vehicle storage facility, located within the City limits, licensed by the Texas Department of Licensing and Regulation (TDLR), unless otherwise directed by the police officer or owner or operator authorizing the tow.

~~All regular duty wrecker owners who perform incident management tows at the direction of GPD or the GMO shall store towed vehicles at their vehicle storage facility, located within the City limits, licensed by the Texas Department of Licensing and Regulation (TDLR), unless otherwise directed by the police officer or owner or operator authorizing the tow.~~

~~All heavy-duty wrecker owners who perform incident management tows at the direction of GPD or the GMO shall store the towed vehicles at their storage facility located within 30 miles of the city, licensed by the Texas Department of Licensing and Regulations (TDLR), unless directed by the police officer or owner or operator authorizing the tow.~~

Sec. 37-12. — Indemnification.

The company shall fully indemnify, hold harmless and defend the city, its officers, agents and employees from and against any and all claims, suits or causes of action of any nature whatsoever, brought for or on account of any injuries or damages to persons or property, including death or loss of property, arising out of or incident to the operation of this noneconsent towing service and all other manner of operations arising under, or otherwise incident to, the towing or storage of motor vehicles.

Sec. 37 – 13. Storage.

1. The permittee shall store all incident management tows at the permittee's vehicle storage facility.
2. The city or its designee shall conduct at least one (1) auction each month for vehicles stored in permittees' permittee's vehicle storage facilities facilities.

3. Permittees shall be responsible for any and all damage, losses, or thefts of property or vehicles stored at permittees' permittee's vehicle storage facilities.

ARTICLE VII. Authority of Peace Officer and Conduct of Others on site.

Sec. 37 – 14. Authority of Peace Officer

1. The peace officer in charge at an accident site or at the location of a disabled vehicle on a public roadway may, if required for public safety, take any steps needed to ensure public safety.
2. A peace officer may, for any purpose, direct that any vehicle shall be taken to an impound lot or location owned or used by the City.
3. This subchapter does not limit the authority of the City to remove vehicles from public roadways in any manner the City deems appropriate.
4. Except as provided in rules under this subchapter, a towing company, its employees or wreckers shall not enter an accident or incident scene, or other site under a peace officer's control without the permission of the investigating officer.

Sec. 37 – 15. Non-Dispatched Wreckers

1. Once a request for an incident management tow has been made to the GPD dispatcher, wreckers who arrive on a scene voluntarily, or at the request of the vehicle owner, may not be used for the tow. Only wreckers dispatched by the GPD dispatcher will be eligible for an incident management tow.
2. The fact that no police officer of the GPD or GMO is present at a law enforcement scene when a wrecker arrives shall not constitute an exception to any requirement of this subchapter, and it shall be the duty of any wrecker owner or wrecker operator desiring to tow or haul any wrecked or disabled vehicle from the scene of an accident to notify the GPD of the occurrence of the accident and to await the arrival of the GPD police officers and the completion of their investigation.

A wrecker operator shall not remove any wrecked or disabled vehicle from the location where the accident or collision has occurred or attach his or her wrecker to the wrecked or disabled vehicle until the operator of the vehicle has given permission and until the GPD have completed their investigation.

Sec. 37 – 16. Conduct of Operators and Formalized Complaint System

1. The GMO shall establish and maintain a formal complaint system to be used by members of the public wishing to file a formal complaint on a wrecker/towing company or operator. The GMO will create, maintain and investigate complaints.

In addition, all permitted towing companies shall notify the GMO, within five business days of receipt, of all complaints received.

- ~~2. Within five business days of receiving a complaint for damages, loss to a vehicle or its contents while being towed or stored by a wrecker/towing company, the operator or owner shall submit a written report to the GMO. The report shall contain all facts pertinent to the claim or complaint presented.~~
- ~~3. The GMO shall be notified in writing within 48 hours of any arrest or criminal conviction of the owner of a towing company or any wrecker operator employed by the towing company.~~
4. Towing companies and operators shall maintain proper conduct at all times when performing all tows, and shall not fight, assault, threaten use of force, use profanity or exhibit disorderly conduct. Towing companies shall be responsible for the conduct of their operators or employees. Improper conduct of an operator or employee shall be grounds for suspension or revocation of the wrecker or towing company's permit.
5. A towing company shall notify the GMO of an operator working under its permit who is convicted of a felony, a crime involving moral turpitude, a crime involving disorderly conduct, or assault, while performing a tow or otherwise, and shall prohibit that operator from performing incident management tows for the City.

Sec. 37 – 17. Influence by Police as to Selection of Wrecker

No GPD officer or GMO deputy investigating or present at the scene of an accident or incident on a public roadway shall, directly or indirectly, either by word, gesture, sign or otherwise, recommend to any person the name of any particular person engaged in the wrecker services or repair business, nor shall any police officer influence or attempt to influence in any manner the decision of any person in choosing or selecting a wrecker or repair service.

Sec. 37 – 18 Interference with Police, Fire or Emergency Medical Services

All wrecker operators arriving at any law enforcement scene shall obey all orders given by any police officer, deputy marshal, firefighter, wrecker inspector or EMS personnel.

Statutory reference:

Interference with certain officers, see Interference with Public Duties (Texas Penal Code 38.15)

Sec. 37 – 19. Following Vehicles in Response to Accident Scene

No person shall follow in a wrecker any ambulance or police car that is traveling on a public roadway in response to report of an automobile collision.

ARTICLE IX. Record Keeping, Retention Period and Inspections.

Sec. 37-20. Records of Towed Vehicles Required; Contents and Retention Periods; Inspection of Records by Police

A. Every towing company permitted for the incident management tow list shall maintain, at its storage facility location within the City, records of all vehicles towed or moved as part of an incident management tow. Records will include, for each tow, the following:

1. Make, model, and Vehicle Identification Number (VIN) of the disabled vehicle towed by the company;
2. Location from which the disabled vehicle was towed and date and time of tow;
3. Total amount charged for towing;
4. Storage rate per day;
5. Description of all personal property within the disabled vehicle at the time of the tow;
6. Name and phone number of the driver or owner of the motor vehicle.

B. Records shall be preserved by the towing company for at least 24 months after the date the company came into possession of the vehicle.

C. Inspection by police or marshal. The records required to be kept by this chapter shall be made available by the towing company to the GPD or GMO upon request Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m.

ARTICLE X. Additional special rules for heavy-duty rotation.

Sec. 37 – 21. Additional special rules for heavy-duty rotation

The following are special rules applicable to heavy duty tows only:

1. Permittees shall own or lease a heavy-duty wrecker, as defined;
2. Permittees ~~shall~~ shall have a vehicle storage facility located within ~~30 miles of~~ the City;
3. Tow Response time shall be within 45 minutes after notification;
4. Permittees shall have insurance in the minimum amounts as set by the state for heavy-duty consent-tows. The City shall be named as an additional insured; and
5. Permittees shall have a permit and comply with all other provisions of this chapter that are not in conflict with this section. A permit for operation of a regular wrecker is not required for placement on the Heavy Duty Tow List.
6. If no heavy-duty wrecker is available to respond through the heavy-duty tow list, the City may contact any available heavy-duty wrecker service.

ARTICLE XI. Repossessions; Private Property Tows.

Sec. 37 – 22. Repossessions; private property tows

Wrecker operators shall notify police dispatch immediately upon leaving the scene of a vehicle repossession or involuntary private property tow. The notification shall consist of the wrecker operator's name, company name and phone number, location vehicle will be removed from, and the vehicle description (year, make, model, color, license plate number and state of issuance). Private Property tows can only be removed to a vehicle storage facility located in the City of Galveston and the operator must provide access consistent with the time limitations established herein related to release of vehicles.

~~Wrecker operators shall notify the GMO prior to their attempt to repossess or remove private property tows. The notification shall consist of the wrecker - operator's name, company name and phone number, location vehicle will be removed from, and the vehicle description (year, make, model, color, license plate number and state of issuance). The wrecker operator, upon leaving the scene, shall immediately notify the GMO Dispatcher whether the pick-up was successful or not successful~~

ARTICLE XII. Permit Suspension or Revocation.

Sec. 37 – 23. Suspension or revocation of a permit

A. Suspension:

1. The department may suspend a vehicle tow service or heavy-duty vehicle tow service rotation license wrecker permit if the department determines a licensee /permittee or his or her employee has:
 - a. Allowed a person to operate a wrecker engaged in vehicle tow service rotation incident management tows in the city without a valid wrecker operator's permit issued to the person under this article Chapter. This may result in a pass for the wrecker licensee /permittee and a one-week removal from rotation;
 - b. Operated a wrecker without a permit which has not been registered with the department for rotation tows; this may result in a pass for the wrecker licensee /permittee and a one-week removal from the tow list rotation;
 - c. Failed to answer the storage location telephone at any time, twenty-four (24) hours a day or have an employee or contractor answer such telephone at any time, twenty-four (24) hours a day. This may result in a one-week removal from tow list rotation;
 - d. Failed to have a wrecker permit license issued hereunder conspicuously displayed at his or her place of business. This may result in a one-week removal from the tow list rotation;
 - e. Failed to release a vehicle within sixty (60) minutes of a request by the owner or operator of a towed vehicle which has been obtained due to an incident management tow. This may result in a one-week removal from the tow list rotation;

- f. Imposed or attempted to impose any condition for release of any towed motor vehicle which had been towed to from their vehicle storage facility, other than proof of ownership, identification of the person claiming the vehicle and the payment for towing and storage consistent with TDLR regulations. This may result in a one-week removal from the tow list rotation;
- g. Failed to provide the owner or operator of the vehicle with a written receipt for towing and storage charges, the date and time of removal, the date and time of return. This may result in a one-week removal from the tow list rotation;
- h. Failed to maintain permanent signage as required by this chapter on all wreckers used for rotation tows. This may result in a pass for the tow and a one-week removal from the tow list rotation;
- i. Charged more than the maximum fee allowed by this chapter. This may result in a one-week removal from the tow list rotation and a full refund of the over charge to the vehicle owner;
- ~~j. Failed to submit a weekly list of vehicles that have been released after having been submitted as abandoned by the licensee permittee to the police department. This may result in a one-week removal from the tow list rotation;~~
- k. Failed to clean the street of any broken glass or other debris resulting from a collision. If more than one (1) wrecker is summoned, each driver operator shall bear equal responsibility for the clean up. This may result in a one-week removal from the tow list;
- l. Allowed an employee to tow a vehicle to a vehicle storage facility other than the licensee permittee's vehicle storage facility unless, at the direction of the towed vehicles owner or operator. This may result in a one-week removal from the tow list rotation;
- m. Failed to provide written notification to the compliance officer that the licensee / permittee's insurance has been canceled, or is no longer in force for any reasons, or the amounts of insurance have been reduced. The compliance officer shall remove the licensee permittee's license number wrecker number from the city's rotation list tow list. The removal from the city's rotation list tow list will be for twice the period of time that no insurance was in effect not in full force as required by this chapter;
- n. Passed on the tow list more than two (2) times in a permit license period. This may result in a one-week removal from the tow list rotation.
- o. Failed to allow a vehicle owner access to retrieve personal items from a stored vehicle during normal business hours or within 90 minutes of having been notified after hours. ~~within one (1) hour of having been notified.~~ This may result in a one-week removal from the tow list rotation.

- p. Failed to pay ad valorem taxes for the vehicle storage facility associated with the permit.
- 2. If the department determines that a permit should be suspended, the department shall notify the permittee in writing that the permit is suspended and include in the notice the reason for suspension, and a statement informing the applicant or permittee of the right of appeal.
- 3. These penalties do not preclude prosecution for criminal offenses as defined by state law or city ordinance.

B. Mechanical Failure:

- 1. ~~If a permit holder has only two vehicles and one has a mechanical failure and the owner notifies the GPD Dispatcher of the mechanical failure, the permit holder shall be removed from the City tow list for the reasonable amount of time necessary for the permit holder to perform the repairs.~~
- 2. ~~Once proof of the repairs of the mechanical failures has been received by the wrecker inspector the wrecker will be placed back on rotation list tow list. Any proof of mechanical failure or repair shall be presented between Monday and Friday from 8:00 a.m. to 4:00 p.m.~~

C. B. Revocation:

The department may revoke a vehicle tow service permittee from a rotation tow list if the department determines that the permittee has:

- 1. Made a false statement in the application for the license;
- 2. Failed to comply with applicable provisions of this chapter;
- 3. Failed to comply with the conditions and limitations of the license;
- 4. Been convicted or received deferred adjudication for any felony offense while holding a license;
- 5. Failed to pay a license fee at the time it was due;
- 6. Failed to maintain a state licensed vehicle storage facility within the city;
- 7. Three (3) or more violations of ~~section 37-3.6~~ **this chapter** within a one-year period;
- 8. Passed ~~two (2)~~ **three (3)** tows on any one (1) tow list during an application period.
- 9. Failed to maintain, or provide access to business records, or altered business records.

If the department determines that a permit should be revoked, the department

shall notify the permittee in writing that the permit is revoked and include in the notice the reason for revocation, and a statement informing the applicant or permittee of the right of appeal.

Sec. 37 – 24. Appeals: Suspension and revocation procedures.

- A. Within ten (10) days from the date of the suspension, revocation or denial, the permittee shall file a written sworn **complaint appeal** with the compliance officer stating:
 - 1. The grounds for the **complaint appeal**;
 - 2. All persons with knowledge regarding the incident the **complaint appeal** is based upon;
 - 3. The time, date and location of the alleged offending action by the city; and
 - 4. The relief requested.
- B. Filing of an appeal under this chapter will suspend all penalties issued under this chapter.
- C. Compliance officer review. The compliance officer shall conduct an investigation into the permittee or operator's **complaint appeal**. Within ten (10) days of the filing of the **complaint appeal**, unless circumstances demand a longer response time, the compliance officer shall provide a written response to the permittee or operator. If the permittee or operator is not satisfied with the compliance officer's response, the permittee or operator may request the review of the compliance officer's actions to **his immediate supervisor the City Manager, or designee**. Such request shall be in writing and submitted within ten (10) days of the date of the compliance officer's response.
- D. **the City Manager, or designee shall review the request and make a decision within ten (10) days of receipt of the request. The Decision by the City Manager, or designee is a final decision.**

ARTICLE XIII. Fees and Charges.

Sec. 37 – 25. Permissible fees and charges

Permissible Fees and Charges

- A. The following are the maximum fees that any permittee shall charge for a tow in the city, subject to the exceptions set forth in subsection (**bB**) below:

Incident Management tows	\$165.00
Trailer w/o vehicle	\$165.00
Trailer & vehicle	\$200.00
Over the Seawall	\$250.00

Lift Vehicle off guard rail or obstacle	\$ 75.00
Ditch or sand winch out	\$ 75.00
Rollover	\$ 85.00
In the water vehicle	\$250.00
Heavy Duty Tow	\$500.00
Motorcycles	\$175.00
Abandoned vehicles	\$150.00
Abandoned vehicles requiring a heavy-duty tow	\$300.00
Incident Management tows	\$150.00
Over the seawall	\$250.00
In the water	\$250.00
Heavy Duty Tow	\$300.00
Motorcycles	\$135.00

B. The following are exceptions to the above standard fees:

1. If a heavy duty vehicle tow service is called and the pick-up requires the unloading of a combination vehicle or multiple heavy duty wreckers to clear a scene, the permittee or wrecker operator shall immediately notify the officer on the scene that the pick-up is exceptional. The on-scene officer shall ask dispatch to notify the compliance officer, his or her designee or patrol sergeant to approve the exceptional tow status. Upon approval, the officer shall note "exceptional" on the operator's towing form.
2. If a heavy-duty wrecker is needed to tow an abandoned vehicle, the on scene officer shall call the compliance officer or his or her designee to the scene. If the compliance officer, or designee, determines that a heavy-duty wrecker is required, the officer on the scene, compliance officer or designee shall call for the next-out heavy duty.
3. Exceptional heavy duty tow rates:
 - (a) Two hundred dollars (\$200.00) per hour (with a one-hour minimum) to prepare the vehicle, the trailers and load for safe towing; and
 - (b) A maximum of twelve and one-half cents (12.5¢) per pound of the actual weight of the load and vehicle, including any trailers. The weight will be determined by certified weight scale receipts for such loaded vehicles and trailers.
4. Towing Companies shall not charge a storage fee that exceeds the maximum allowable under state law.
5. In the event the vehicle owner or operator desires to have the vehicle towed to a destination outside the city boundaries, the wrecker company,

agent, representative or operator may negotiate a price with the vehicle owner or operator to tow to the destination.

6. The maximum rates provided under this chapter shall be displayed on any invoice provided to **the** person picking up a vehicle.

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

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

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

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

APPROVED AS TO FORM:

DONNA M. FAIRWEATHER
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its Regular meeting held on July 23, 2020, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2020.

Secretary for the City Council
Of the City of Galveston



Galveston Police Department

OFFICE OF THE CHIEF STAFF REPORT

July 23rd, 2020

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Vernon L. Hale, III, Chief of Police

RE: **Consider for acceptance a grant award from the U.S. Department of Justice Bureau of Justice Assistance Program (BJAP) - Coronavirus Emergency Supplemental Funding Program to purchase equipment needed to provide public safety services. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.**

I. Background

- A. The Department of Justice opened solicitations for grant funding to assist local law enforcement agencies in acquiring equipment and goods that they would be unable to obtain due to the economic shutdown in response to COVID-19.
- B. As the City's gradual re-opening began, the Police Department recognized areas of immediate need for equipment to provide public safety services to the citizens and visitors of Galveston Island.
- C. The equipment requested in the grant application was a mobile trailer mounted message board and an all-terrain vehicle (ATV). The message board can swiftly and easily be deployed to any point on the island, such as west end beaches, to provide up-to-date COVID-19 restrictions. The ATV is necessary to effectively patrol west end beaches during these times of larger-than-normal crowds.
- D. The DOJ awarded funding to the City (Award # 2020-VD-BX-1684) in the amount of up to \$56,146 toward the purchase of the equipment outlined above.

II. Current Situation

Whether to approve the acceptance of the Coronavirus Emergency Supplemental Funding Program.





Galveston Police Department

OFFICE OF THE CHIEF STAFF REPORT

III. Issues

1. Cost – Fully funded grant, no immediate cost.
2. Timing – Immediate
3. Departmental Improvements – The department will be able to actively patrol west end beaches and provide timely, up-to-date information at multiple locations across the City of Galveston.

IV. Alternatives in order of priority

- A. Approve the Grant Funding.
- B. Do not approve the Grant Funding.

V. Recommendation

Concur in *Alternative A* and grant approval to accept the awarded grant funding.

VI. Fiscal Impact Report

Requested by:	Vernon L. Hale, III Chief of Police
Funding Source:	U.S. Department of Justice: Coronavirus Emergency Supplemental Funding Program
Costs:	\$0

Respectfully Submitted,



Vernon L. Hale
Chief of Police



CITY OF GALVESTON
REPORT ON PORT OF GALVESTON PURCHASING CONTROLS AND
CONTRACT MANAGEMENT
PREPARED BY THE CITY OF GALVESTON CITY AUDITOR’S OFFICE

July 14, 2020

The Purpose for this Report.

The City Auditor’s Office is submitting this report to the Board of Trustees of the Galveston Wharves and the Galveston City Council to explain our significant mutual opportunities to increase collaboration, efficiency, and transparency in public purchasing and procurement. Moreover, these opportunities will also likely add value in driving a more competitive procurement process, reduce costs, and add dollars to the Port of Galveston’s bottom line, a primary goal expressed to us by Port Director/CEO, Rodger Rees, and his staff. The City Auditor’s Office wishes to communicate the opportunities available for collaboration, efficiency, and transparency through the creation and implementation of efforts to routinely justify and document procurement compliance by the Port of Galveston’s Procurement Compliance System (“PCS”) with Local Government Code, Chapter 252, which sets out applicable competitive bidding laws (hereafter, “Chapter 252”).

This report satisfies two audits required in the City Auditor’s audit plan for the fiscal year 2020. These reports are “Purchasing Controls for the Port of Galveston (AUDIT-PORT2020-2) and Contract Management for the Port of Galveston (AUDIT-PORT2020-3).” As a brief overview, the City Auditor’s Office will discuss the following to help readers understand its full vision:

- Section I.** Explain PCS and the benefits it can produce in governmental procurement.
- Section II.** Discuss portions of Chapter 252 in order to illustrate the interaction between PCS and applicable law.
- Section III.** Disclose the potential organizational risks, including litigation even with full compliance with Chapter 252 and the need to minimize potential misunderstandings, disputes, and questions related to the procurement process.
- Section IV.** Explicate the transactions with the Port of Galveston and a certain vendor.
- Section V.** Provide reference to opinion letters from the City of Galveston’s City Attorney (attached hereto as *Exhibit 1*) and the Port of Galveston’s General Counsel (attached hereto as *Exhibit 2*).
 - Please note that the State of Texas prohibits the unauthorized practice of law, and therefore, the City Auditor’s Office has not and shall not express a legal opinion or conclusion concerning the transactions of the Port of Galveston.
- Section VI.** Auditor’s Recommendation introducing the Contract Monitoring System (“CMS”) to the Board of Trustees of the Galveston Wharves, the Galveston City Council, the Park Board of Trustees, and the public, familiarizing readers with the members of CMS, their roles, as well as proposed methods to promote public transparency, more efficient operations, and resulting opportunities for cost savings in the area of governmental procurement.

CITY OF GALVESTON
REPORT ON PORT OF GALVESTON PURCHASING CONTROLS AND
CONTRACT MANAGEMENT
PREPARED BY THE CITY OF GALVESTON CITY AUDITOR’S OFFICE

- Section VII.** Auditor’s Recommendation detailing a standardized coding method already proposed by the CMS project team in meetings that transpired prior to the date of this report.
- Section VIII.** Auditor’s Recommendation itemizing a system of documentation of procurement files already proposed by the CMS project team in meetings that transpired prior to the date of this report.
- Section IX.** Conclusion.

The City Auditor’s Office is optimistic that the CMS project will improve public transparency with respect to procurement practices for the Port of Galveston, the Park Board, and the City of Galveston (collectively, the “CMS Participants”).

Section I. What is a Procurement Compliance System (PCS) and What Good Does it Do?

A PCS is a series of documents in the form of checklists, questionnaires, flowcharts, and guidelines used by governmental procurement employees to detect “and report” compliance at all stages of the organizations procurement cycle. These types of documents should adhere to the requirements of Chapter 252 and will ensure all competent vendors have an equal chance to participate in the competitive bidding processes and, at the same time, provide the best value to the CMS Participants.

However, the readers of this report should recognize that there is no special formula for determining the different types of compliance with Chapter 252. Therefore, a government agency’s objective is to design a PCS that minimizes litigation and/or financial risks and potential increased procurement costs associated with non-compliance.

The Port of Galveston conducts a large number of complex transactions with preparation performed by trained personnel at all stages of the procurement process. PCS will allow for a tracking of procurement decisions that, in these conditions, will demonstrate compliance best value by reinforcing existing written procedures at all stages of the procurement process.

In this process, litigation risk could originate from different sources such as a bidder or potential vendor not being awarded contract or, in some circumstances, public watchdogs. Responding to public information requests, possible discovery actions or potential legal action is an expensive task requiring staff time and, potentially, legal fees. A properly implemented PCS should help to reduce the time and cost to produce relevant records when requested, such as bids and evaluations, to the public. The written detail of the processes and criteria used for awarding contracts provides confirmation to all participating bidders that they were treated fairly and on equal terms. At the same time, it demonstrates a properly operating “level playing field” that will encourage more competition, which could lead to better value for the public procurement dollar spent.

Thus, providing clear documentation through PCS, minimizes risk. A well-documented PCS guarantees limited disputes and/or litigation, as it adds value by reducing procurement costs. Additionally, the cost of resolving questions raised by bidders and/or public watchdogs would

CITY OF GALVESTON
REPORT ON PORT OF GALVESTON PURCHASING CONTROLS AND
CONTRACT MANAGEMENT
PREPARED BY THE CITY OF GALVESTON CITY AUDITOR'S OFFICE

decline significantly by providing the required documentation of PCS. Furthermore, the PCS enables the Port of Galveston to grow business relationships, share greater insight on the decisions of contract awards, and implement shared best practices.

A trustworthy PCS should promote in writing three components that will benefit an organization: reduced risk, best value to the organization, and public transparency and fairness.

Section II. What is Local Government Code, Chapter 252?

Chapter 252 provides the purchasing and contracting authority of municipalities and details the provisions by which procurement and purchases must be made. Section 252.021(a) of the Local Government Code prescribes the competitive bidding requirements for purchases of more than \$50,000. Section 252.021(a) reads, in part:

- “(a) Before a municipality may enter into a contract that requires an expenditure of more than \$50,000 from one or more municipal funds, the municipality must:
- (1) comply with the procedure prescribed by this subchapter and Subchapter C for competitive sealed bidding or competitive sealed proposals;
 - (2) use the reverse auction procedure, as defined by Section 2155.062 (d), Government Code, for purchasing; or
 - (3) comply with a method described by Chapter 2269, Government Code.”

The Port of Galveston is required to use one of the three choices listed above for purchasing and contracting in excess of \$50,000, unless a particular purchase is covered by one of the exceptions contained in Section 252.022 of the Local Government Code.

Local Government Code Section 252.062 lists the criminal penalties associated with knowingly violating the competitive bidding requirements of Section 252.021 of the Local Government Code in circumstances to which no statutory exception applies. These penalties include:

- “(a) A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly makes or authorizes separate, sequential, or component purchases to avoid the competitive bidding requirements of Section 252.021. An offense under this subsection is a Class B misdemeanor.
- (b) A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly violates Section 252.021, other than by conduct described by Subsection (a). An offense under this subsection is a Class B misdemeanor.
- (c) A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly violates his chapter, other than by conduct described in Subsection (a) or (b). An offense under this subsection is a Class C misdemeanor.”

CITY OF GALVESTON
REPORT ON PORT OF GALVESTON PURCHASING CONTROLS AND
CONTRACT MANAGEMENT
PREPARED BY THE CITY OF GALVESTON CITY AUDITOR'S OFFICE

Section III. How can Local Government Code Section 252.021(a) be Bypassed?

Governmental purchasing and contracting may be manipulated in several different ways that will violate Local Government Code 252.021(a). These include:

- (1) "Component Purchases," meaning purchases of a component part of an item that, in normal purchasing practices, would be purchased in one purchase.
- (2) "Separate Purchases," meaning purchases, made separately, of items that in normal purchasing practices would be purchased in one purchase.
- (3) "Sequential Purchases," meaning purchases, made over a period, of items that, in normal purchasing practices, would be purchased in one purchase.

Section IV. Which Transactions Are Under Question For Compliance With Chapter 252?

The Port of Galveston entered into two written contracts with the same company, Octagon LLC ("Octagon"), in the month of September 2018. Both contracts were executed within ten days of each other. The first of these contracts was entered into on September 16, 2018 and has as its listed projects: "Job Audit" and "Market Survey and Org Chart Development," defined as:

A job audit is a formal procedure in which a compensation professional meets with the manager and employee to discuss and explore the position's current functions, tasks, and responsibilities. Within this analysis, a classification audit is a tool used by compensation professionals to gather information about a position to determine the proper pay range of the position by comparing actual responsibilities to criteria in published classification standards. The audit assists in determining where a position fits into the hierarchy of positions with regard to function and compensation. A job audit is a mutual, responsible part of the process of ensuring attention to an organization's compensation and classification system. Job audits are generally conducted with the following objectives:

- *To clarify and/or verify and measure the duties and reporting relationships of the employee;*
- *To see first-hand the employee work process and the department operation; and*
- *To allow the employee the opportunity to provide further explanation of the duties or examples of work product and responsibilities described in the position description.*

Performing a market survey or compensation analysis ensures an organization's pay decisions remain in line with both external factors, such as current market trends, as well as internal needs, including your company goals. The survey is a collection of wage figures and annual salary numbers for a given industry, in this case Ports, Transportation, and Government. In order to maintain preferred skills in staffing, the most basic functions of management is to establish a compensation scheme that is competitive and equitable and that promotes employee engagement and high performance. Competitive compensation practices are essential to employee recruitment and retention efforts.

CITY OF GALVESTON
REPORT ON PORT OF GALVESTON PURCHASING CONTROLS AND
CONTRACT MANAGEMENT
PREPARED BY THE CITY OF GALVESTON CITY AUDITOR'S OFFICE

Developing an organizational structure involves defining the framework around which your business operates. By defining how the organization works, the decision making hierarchy is defined. A clearly established structure helps employees resolve disputes and work together to achieve strategic goals.

The second of these contracts was entered into September 25, 2018 and had as its project an "Employee Handbook Review and Update," with the following expectations and objectives outlined, below:

An employee handbook can be a valuable communication resource for both the employer and the employee. It provides guidance and information related to the organization's policies, procedures, and benefits in a written format. The Port of Galveston's most recent guidance had been published in 2008. Over the course of 10 years, a number of organizational and legal changes were observed that needed to be documented in the employee handbook so as to: (1) establish expectations for employees; (2) codify, organize, and update company policies; (3) make training and enforcement easier for managers; (4) reduce the administrative burden on Human Resources; and, (5) protect the Port of Galveston from compliance violations and, therefore, legal action. The review process ensures that the information is accurate and easy to comprehend and should be conducted on a biannual basis.

The sum of these two contracts totaled \$49,800 (\$37,900 for the "Job Audit" and "Market Survey and Org Chart Development" and \$11,900 for the "Employee Handbook Review and Update"). The procurement file consisted of a company profile for Octagon, a copy of the two signed contracts, and the final work prepared by the vendor but prior negotiations or other actions by the Port of Galveston were not noted. Therefore, due to the amount of the combined total as well as the fact that these services are distinct and separate projects, these transactions are not under question in this audit.

Octagon was later hired for temporary staffing services that have been reviewed for compliance. The possible bundling of services remains uncertain because of the non-existence of written contracts. Prior engagement of temporary staffing firms had been on an "as needed basis." As such, per historical practices, Octagon's temporary staffing services for the Port of Galveston were not documented in writing by a contract or other written agreement.

The total amount paid to Octagon for the temporary services through December 1, 2019 was \$44,514.02, for standard, as-needed administrative support, and \$26,158.19 for the Port of Galveston's 2019 Internship Partnership. It appears that with regard due to the \$50,000.00 threshold there was no competitive sealed bidding as prescribed by Local Government Code Section 252.021(a) or board approval prior to contract award as warranted by Port of Galveston policy. For more information regarding these transactions, please see the attached opinion memorandum from the Port of Galveston's General Counsel (*Exhibit 2*).

CITY OF GALVESTON
REPORT ON PORT OF GALVESTON PURCHASING CONTROLS AND
CONTRACT MANAGEMENT
PREPARED BY THE CITY OF GALVESTON CITY AUDITOR’S OFFICE

If PCS had been implemented prior to these transactions, a thorough examination of the buying patterns of these types of services could have timely raised any relevant issues. We believe that an examination of the Port’s past buying patterns for these two types of services should have been performed at the time of the purchase.

Section V. No Legal Opinion on Specific Transactions.

Please note that the State of Texas prohibits the unauthorized practice of law, and therefore, the City Auditor’s Office has not and shall not express a legal opinion or legal conclusion concerning whether the transactions of the Port of Galveston comply with the requirement of Chapter 252. As such, please see the attached opinions from the City of Galveston’s City Attorney (*Exhibit 1*) and the Port of Galveston’s General Counsel (*Exhibit 2*).

Section VI. Auditor’s Recommendation - What is the Contract Monitoring System and How Would Periodic Reviews Improve Governmental Procurement?

Beginning on or about January 30, 2020, Port staff met with Glenn Bulgherini and Carrie Sumrall, the City of Galveston’s Auditor Office, to discuss the Port of Galveston’s participation in the Contract Monitoring System (“CMS”), a collaborative coalition of procurement, administrative, and financial professionals from the City, the Port, and the Park Board in efforts to create and implement consistent, efficient, and sensible best practices allowing for a more manageable approach to contract management, consistent and streamlined procurement practices, and implementation of internal and external process controls.

The City Auditor’s Office has identified CMS as the key to successful contract monitoring for all three governmental organizations working for the betterment of our city. This collaborative effort is designed to establish a third-party, non-punitive checkpoint that will serve to document and, thus, “audit proof” future procurement issues in a collaborative, stress free environment. The CMS group has been assembling in both formal and non-formal meetings for approximately six months prior to the date of this report.

Through these gatherings and discussions, the City Auditor’s Office has been able to identify the key stages of a governmental procurement cycle: (1) Ascertaining the Necessity for a Purchase; (2) Identifying and Terming the Contract Stipulations; (3) Suggesting Processes; (4) Contract Award; and, (5) Managing and Supervising Contract Execution.

The identification of these key stages has allowed the CMS group to begin to map various indicators to each entity’s respective procurement legal and procedural requirements and provide a series of warning indicators for the detection of possible errors. These warning indicators will be under constant revision by the CMS group in order to allow each organization to operate their procurement cycles as efficiently and effectively as possible under their respective procurement regulations. Therefore, these warning indicators include, but are not limited to, the following:

CITY OF GALVESTON
REPORT ON PORT OF GALVESTON PURCHASING CONTROLS AND
CONTRACT MANAGEMENT
PREPARED BY THE CITY OF GALVESTON CITY AUDITOR'S OFFICE

1. Multiple contracts awarded to the same vendor each below the \$50,000 level.
2. Alterations to contract specifications and award amounts after the original signing of the contract.
3. Complaints from bidders and other parties.
4. Fictitious companies that do not have the appearance of any competition.
5. Unusual bid patterns that allow the rotation of winning bidders.
6. Inadequate quality or undelivered goods or services.

Additionally, the CMS group is working on solutions to centralize the location of all organizational contracts for ease in the retrieval process to perform work and fulfill open records requests and to create checklists that will ensure and confirm compliance.

To date, CMS Participants have worked together to discuss and develop preliminary best practices for future application, including but not limited to an Acquisition Plan, File Creation Standard Operating Procedure & Checklist, Contract Management File Checklist, and Contract Review Checklist. CMS Participants have also begun reviewing the sample audit proofing tools created for a sample contract, with the understanding that these tools would be modified where necessary on case-by-case basis for future contracts, as well as contract management software applications that would work best within their respective organizational needs. CMS Participants have also discussed their collective desire to meet on a bi-monthly basis in order to begin reviewing sample contractual terms and conditions in order to develop best practices generally and specifically including refined audit proofing controls to be applied in preparing future contracts. Moving forward, while the controls applicable to Chapter 252 would largely remain the same, additional monitoring tools, as applicable on a contract-by-contract basis, would be developed. This will drive a “best practices” culture in each participant’s procurement function and help add dollars to each participant’s bottom line.

The Purchasing Policy of the Board of Trustees of the Galveston Wharves, and its incorporated procedure calls for a centralized procurement system. Therefore, the Port of Galveston has begun to work with internal users to better manage the departmental procurement process and respective obligations throughout the pre-solicitation and post-contracting processes. These controls, developed through the supporting collaborative efforts of CMS facilitate greater guidance through the pre-solicitation and post-contracting processes, thereby assigning ownership and empowering individual contract managers on a project-by-project basis.

Uniquely standardizing and utilizing the audit proofing controls to perform periodic review would allow for greater oversight by the procurement function as well as provide a basis for improved procurement decisions going forward. Additionally, inspired by the efforts of the CMS

CITY OF GALVESTON
REPORT ON PORT OF GALVESTON PURCHASING CONTROLS AND
CONTRACT MANAGEMENT
PREPARED BY THE CITY OF GALVESTON CITY AUDITOR’S OFFICE

Participants, the Port of Galveston has begun to develop more robust contract-specific plans to implement periodic internal reviews of specific contracts in order to ensure contractual compliance and vendor performance.

Section VII. Auditor’s Recommendation – How Will the Standardized Coding Method Add Value to the Governmental Procurement Process?

A Standardized Coding Method is a structured approach to evaluate the procurement process for “*best values*” to the governmental organization. It is the written guiding principles to help a governmental organization safeguard its procurement process within the confines of Chapter 252. Many governmental organizations have a standardized coding method that begins by defining each purchase as a Project. The Project Method guarantees thorough compliance of the whole purchase process with Chapter 252. The Project Method is recommended to be arranged as a participatory group development process composed of individuals who have the technical skills and expertise to review the procurement process design and reports throughout the project cycle.

The City Auditor’s Office recommends that the Port of Galveston follow up after analyzing the Project Method with reviewing the possibility of an analysis that can be termed the Commodity Method. This method would consider all of the parallels and likenesses of each good and service acquired in connection with each project that does not exceed the \$50,000.00 threshold. These identified goods and services would then be combined whenever possible to be competitively bid to the public so as to receive the best value for the Port of Galveston in addition to potential economies of scale. This implies that adequate human resources allocated to the commodity analysis portion of the procurement project would lead to an even more transparent procurement process that will lead to even greater cost savings.

A hypothetical example applying these methods would be a situation where the Port of Galveston has identified two, completely separate small projects to perform with a cost to Projects A and B of \$30,000 and \$35,000, respectively. These are two completely separate projects that would not be combined in the normal course of business. However, both projects require the purchase of laptop computers. The Port of Galveston could possibly publish a competitive bid request to the public, or – alternatively – use the authorized Buy Boards, for the purchase of laptop computers needed for both Project A and Project B even though the \$50,000.00 level has not been met. This intra-project approach could also be incorporated, through negotiations, with projects that exceed the \$50,000.00 mark.

Port of Galveston staff will continue to review both the Project Method and the Commodity Method for opportunities of application.

Section VIII. Auditor’s Recommendation – What is the Importance of a System of Documentation of Procurement Files?

One of the more important aspects of documenting a procurement file is to eliminate the possibility of noncompliance, through written documentation and justification for any apparent deviation from standard practice, which – in turn – eliminates misunderstanding to management and the

CITY OF GALVESTON
REPORT ON PORT OF GALVESTON PURCHASING CONTROLS AND
CONTRACT MANAGEMENT
PREPARED BY THE CITY OF GALVESTON CITY AUDITOR'S OFFICE

public. Documentation in the procurement file should anticipate any and all questions that pertain to an organization's procurement of goods and/or services and explain that reasoning in such a way that it makes sense to a reasonable, independent third party. The CMS group has divided the documentation process into seven best practices shown with objectives below:

1. Acquisition Plan
 - a. *Key Objective.* A checklist completed throughout the procurement process designed to ensure contract requirements are timely fulfilled.
2. File Creation Standard Operating Procedures
 - a. *Key Objective.* A centralized location whereby all contracts may easily be assessed by staff.
3. Contract Management File Checklist
 - a. *Key Objective.* A tool used to review contract files to conclude that all phases of the procurement steps have been documented in the contract files.
4. Contract Review Checklist
 - a. *Key Objective.* An expansion of review procedures to allow for the identification and reporting of any two contracts or more with substantially equivalent specifications, characteristics, and timing.
5. General Clarification
 - a. *Key Objective.* An increase in audit-proofing procedures that create a worksheet certifying the use of contracted services as "professional services."
6. Technical Clarification
 - a. *Key Objective.* A system within the procurement process that will identify exceptions to Port of Galveston policies to the Board of Trustees of the Galveston Wharves.
7. Checkpoint into Software
 - a. *Key Objective.* A repetitive routine procedure that will verify each Port of Galveston contract has been approved by qualified procurement staff.

Practices identified above help to understand each agency's buying pattern for a particular good or service. In other words, a review and documentation of the buying history will authenticate the organization's "normal course of business", referred to in Chapter 252, and validate procurement decisions made in connection with the purchase.

Another important result of this process will be to discern the similarities or differences in goods and services submitted by different bidders/vendors. For example, perhaps there is an expected change in a product line or ever-advancing technology, and the agency does not want to commit to purchasing any more products or services than necessary before newer versions become available. It is imperative that all communications and decisions are documented in the procurement file in these situations. In the same way, sometimes there are limitations on the availability of storage space at the organization's facility, reducing the size of a particular purchase. Documenting this decision in the procurement file to prevent future questions or claims that bid splitting occurred.

CITY OF GALVESTON
REPORT ON PORT OF GALVESTON PURCHASING CONTROLS AND
CONTRACT MANAGEMENT
PREPARED BY THE CITY OF GALVESTON CITY AUDITOR'S OFFICE

Following this process of internal periodic review and update to the procurement files also provides a method to assist the organization in avoiding criticism of its buying patterns. This internal periodic review would identify repetitive purchases, which could assist in determining whether consolidation and larger procurements would be warranted.

These topics focus on the identification of process changes requiring additional steps at the time of bidding, evaluation, and issuance of the initial contract. The additional data will assist in ensuring the entity receives the best value for the dollars spent.

Section IX. Conclusion

A comprehensive PCS promotes three components, designed to aid an organization, which include a risk reduction, achieving best value to an organization, and public transparency and fairness. Through this review, the City Auditor's Office has developed, with the assistance of the Port of Galveston and Park Board, a wide-ranging CMS program, that will include a comprehensive PCS system, resulting in clear and ongoing organizational benefits: efficiency, transparency, compliance, and best practices. While working together, the City Auditor's Office, the Port of Galveston, and the Park Board developed a collaborative means through which additional opportunities for collaboration, transparency, and best practice sharing becomes increasingly possible, while removing the practice of punitive scrutiny. The CMS Participants should strive to achieve these improvements – together – and provide relevant tools and guidance for public employees and management. The City Auditor's Office hopes to create a systematic practice of two CMS meetings per month comprised of individuals from the Port of Galveston, Park Board, and City of Galveston. A CMS group composed of all agencies will help to *audit proof* procurement since significant purchases can be discussed within the group and best practices implemented as agreed. These two monthly meetings could produce a quarterly CMS report presented to City Council and the Board of Trustees of the Galveston Wharves on the accomplishments achieved. When properly employed, along with the necessary expert advice of individuals invited to these meetings, the CMS should both help each entity maximize the value obtained for each procurement dollar spent, for the benefit of all.

Exhibit 1
City of Galveston's City Attorney

Issue: Did the Port violate State law or its purchasing policy when entering into contracts or otherwise paying for services with the Octagon?

Rule: State Law – Local Government Code 252.001

(2) “Component purchases” means purchases of the component parts of an item that in normal purchasing practices would be purchased in one purchase.

(6) “Separate purchases” means purchases, made separately, of items that in normal purchasing practices would be purchased in one purchase.

(7) “Sequential purchases” means purchases, made over a period, of items that in normal purchasing practices would be purchased in one purchase.

Local Government Code 252.021

(a) Before a municipality may enter into a contract that requires an expenditure of more than \$50,000 from one or more municipal funds, the municipality must:

- (1) comply with the procedure prescribed by this subchapter and Subchapter C for competitive sealed bidding or competitive sealed proposals;
- (2) use the reverse auction procedure, as defined by Section 2155.062(d), Government Code, for purchasing; or
- (3) comply with a method described by Chapter 2269, Government Code.

(b) A municipality may use the competitive sealed proposal procedure for the purchase of goods or services, including high technology items and insurance.

(c) The governing body of a municipality that is considering using a method other than competitive sealed bidding must determine before notice is given the method of purchase that provides the best value for the municipality. The governing body may delegate, as appropriate, its authority under this subsection to a designated representative. If the competitive sealed proposals requirement applies to the contract, the municipality shall consider the criteria described by Section 252.043(b) and the discussions conducted under Section 252.042 to determine the best value for the municipality.

(d) This chapter does not apply to the expenditure of municipal funds that are derived from an appropriation, loan, or grant received by a municipality from the federal or state government for conducting a community development program established under Chapter 373 if under the program items are purchased under the request-for-proposal process described by Section 252.042. A municipality using a request-for-proposal process under this subsection shall also comply with the requirements of Section 252.0215.

Exhibit 1
City of Galveston's City Attorney

See also Texas Attorney General Opinion No. MW-344 – “The Board of Trustees of Galveston Wharves was required to receive competitive bids pursuant to Vernon's Ann.Civ.St. art. 2368a (see, now, this section), in order to award a contract for the services of a container terminal operator.”

Local Government Code 252.062

- (a) A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly makes or authorizes separate, sequential, or component purchases to avoid the competitive bidding requirements of Section 252.021. An offense under this subsection is a Class B misdemeanor.

Port Purchasing Policy

Section 2.01 Obtaining Prices – The Purchasing Agent or designee will obtain prices for purchasing goods or services (except professional services, as defined below) according to the following guidelines.

- (b) Purchases of \$3,000 but no more than the Bidding Threshold. The purchasing agent must obtain informal written quotations from at least three vendors. These purchases will be accomplished through the use of completed Request Forms submitted and issuance of purchase orders, subject to the provisions of Section 3.02 below. In addition, the Purchasing Agent must contact at least two historically underutilized businesses in Galveston County on a rotating basis, based on the information provided by the General Services Commission pursuant to Chapter 2161 of the Texas Government Code. If no historically underutilized business provides the desired goods or services in Galveston County, the port is exempt from this requirement.
- (c) Purchases in excess of the bidding threshold. Unless the expenditure is exempt by applicable law, the purchasing agent must make any expenditure for goods or services in excess of the bidding threshold in accordance with, and may utilize any purchasing procedure permitted by, Applicable law. From time to time the Port's general counsel will provide the purchasing agent with guidelines that must be followed in order to comply with applicable law, and those guidelines must be adhered to by the purchasing agent.

Application: The Port entered into two contracts with the same company, Octagon (both contracts executed within ten days of each other). One of these contracts was entered into September 16, 2018, and had as its Projects “Job Audit” and “Market Survey and Org Chart Development”. The second of these contracts was entered into September 25, 2018 and had as its Project “Employee Handbook Review and Update”.

It should be noted that except for Numbers 2 and 7 of each Statement of Work prepared by Octagon for these two contracts (those numbers list Scope of Work and Deliverables,

Exhibit 1
City of Galveston's City Attorney

respectively) the Statements of Work are identical. It also appears to an outside observer that the deliverables are linked in both nature and type, in that both deliverables are focused on staffing needs of the Port.

It also appears the Port paid for additional services from Octagon, contract services and temp services. It is unknown at this time whether contracts exist for these services, or the specific natures of the services being performed by Octagon.

In total, the Port has spent over \$120,000.00 with Octagon on services related to the Port's employees. \$120,000.00 is \$70,000.00 more than the bidding threshold as defined by Texas Local Government Code, and \$117,000.00 more than the \$3,000.00 threshold as set out in the Port's purchasing policy.

Conclusion: At this time, it is unknown whether the Port of Galveston violated Texas state law or the Port's purchasing policy. More information is necessary to determine whether the payments made to Octagon were part of a scheme to intentionally or knowingly make or authorize separate, sequential, or component purchases to avoid competitive bidding requirements.

It is also unknown whether the Port abided by its own purchasing policy by not obtaining informal quotes for any contracted amounts that were more than \$3,000.00 but less than the bidding threshold.

It is imperative the Port provide all existing documents relating to procurement and/or payments of Octagon and any services they have performed for the Port, in order to determine the legality of the Port's actions.

Addenda re: personal services

The Local Government Code contains provisions exempting political subdivisions from the procurement requirements laid out in other sections of the Code. One of those exemptions is for personal, professional, or planning services.¹ To date, there has been no definitive ruling on the definition of the terms personal, professional, or planning services by the courts of this State. Nor is there a definition for personal or professional services. Rather, our courts and our Attorneys General have instead ruled narrowly on the basis of the circumstances before them, stating specific exceptions rather than giving a broad ruling on a type of services being performed.

While it's possible to win in a court of law on that basis, it is likely best practice to attempt to avoid getting into a situation of having to explain why a particular procurement falls under a personal services exception.

¹ 252.022a(4)

June 18, 2020

RE: Pending Audit by City Auditor Glenn Bulgherini – Contracts With and Services Provided by Octagon Consulting, LLC – City Auditor’s Request for Response from Port Legal Counsel

Background Information

City Auditor Glenn Bulgherini has approached our office with regard to his ongoing audit of the Wharves and has specifically inquired as to matters involving two contracts the Wharves entered with Octagon Consulting, LLC (“Octagon”) in September 2018, as well as the Wharves’ prior use of Octagon to provide temporary workers as needed by the Wharves. Mr. Bulgherini has asked for the Wharves to have its legal counsel provide opinions regarding the above referenced contracts as follows:

- (1) He has asked us to address matters he has attributed to “Port Attorney’s Office” in work papers he provided to us, to either confirm their accuracy or clarify as necessary, to ensure that he has not misinterpreted what he has heard in prior conversations; and
- (2) He has also asked us to address matters he has attributed to the “City Attorney’s Office” in his work papers, and in a memorandum generated by that office on this topic.

Mr. Bulgherini provided an unsigned memorandum from the City Attorney’s office¹ raising questions about these contracts and the additional use of Octagon for providing temporary workers, and issues concerning compliance with bidding statutes found in Chapter 252 of the Texas Local Government Code (hereafter, “Chapter 252”) and the Port’s Purchasing Policy.

As authorized by the Board Chairman and the Port Director/CEO, I have prepared this Memorandum in response and plan to forward same to Mr. Bulgherini following review by the client.

Applicable Law and Policy

Local Government Code

Chapter 252 generally requires a competitive bidding process for purchases of goods and/or services involving a threshold of \$50,000 or more.² The Act also contains a provision creating a

¹ There is no specific author identified in this memorandum. However, “metadata” properties for the document identify the author to be Mehran Jadidi, who we understand is an Assistant City Attorney for the City of Galveston.

² Tex. Loc. Govt. Code Sec. 252.021

COMPETITIVE REQUIREMENTS FOR PURCHASES. (a) Before a municipality may enter into a contract that requires an expenditure of more than \$50,000 from one or more municipal funds, the municipality must:

- (1) comply with the procedure prescribed by this subchapter and Subchapter C for competitive sealed bidding

Opinion Memorandum Regarding Octagon Consulting Contracts

June 18, 2020

Page 2

preference for historically underutilized businesses.³ It also prohibits public officials or employees from taking steps to circumvent this requirement such as allowing “separate⁴, sequential⁵ or component⁶ purchases.”⁷ In responding to requests for opinions as to whether discrete facts constitute violations of this provision the Attorney General has repeatedly refused to provide such opinions.⁸

or competitive sealed proposals;

³ Id. At Sec. 252.0215.

COMPETITIVE BIDDING IN RELATION TO HISTORICALLY UNDERUTILIZED BUSINESS. A municipality, in making an expenditure of more than \$3,000 but less than \$50,000, shall contact at least two historically underutilized businesses on a rotating basis, based on information provided by the comptroller pursuant to Chapter 2161, Government Code. If the list fails to identify a historically underutilized business in the county in which the municipality is situated, the municipality is exempt from this section.

⁴Under Section 252.001 (a)(6) "separate purchases" means purchases, made separately, of items that in normal purchasing practices would be purchased in one purchase.

⁵Under Section 252.001 (a) (7) a “sequential purchase” means purchases, made over a period, of items that in normal purchasing practices would be purchased in one purchase.

⁶Under Section 252.001 (a) (2) "component purchases" means purchases of the component parts of an item that in normal purchasing practices would be purchased in one purchase.

⁷ Id. at Sec. 252.062. This provision provides for Class B and C misdemeanor penalties for any municipal officer or employee who “intentionally or knowingly” violates the bidding requirements or who “intentionally or knowingly” uses separate, sequential, or component purchases to avoid the competitive bidding requirements. To date our office has yet to locate a single court opinion in Texas involving criminal charges being asserted under this particular statute. There have been a number of civil proceedings typically brought by a citizen or a competitor of the company awarded a contract, claiming the statute was violated. Local prosecutions may have occurred somewhere in Texas, but that information is not readily available.

⁸ See for example Attorney General Opinion No. GA-0604 (February 28, 2008) at page 5:

Having set out the relevant law, we conclude we cannot answer your second question because it would require us to resolve fact questions. For instance, it may have been more appropriate to undertake this purchase in compliance with the Act because certain facts you relay, such as (1) the invoices came from the same contractor and were delivered to the same commissioner, and (2) the invoices resulted from what is characterized as Phase I and Phase II of a single project, raise questions as to whether this purchase violates the Act. These facts are not, however, dispositive. Section 262.023(c) applies when "separate, sequential, or component purchases" are undertaken "with the intent of avoiding the requirements" of the Act. Id. § 262.023(c) (Vernon Supp. 2007) (emphasis added); see also *ide* § 262.034(a) (Vernon 2005) ("A county officer or employee commits an offense if the officer or employee intentionally or knowingly makes or authorizes separate, sequential, or component purchases to avoid the competitive bidding requirements of Section 262.023."). Moreover, in determining whether a separate, sequential, or component purchase has taken place, one must determine if the purchase would "in normal purchasing practices" be made as a single purchase. Id. § 262.022(2), (7)-(8) (emphasis added). *Determining whether the requisite intent is present and what constitutes a normal purchasing practice with respect to a particular item requires the taking of evidence and finding of facts that cannot be performed in the opinion process.* Tex. Att'y Gen. LO-94-087 (1994) at 2 (concluding that a determination of whether purchases by Smith County of culverts and road sign components would fall within the prohibitions of the Act involves questions of fact that cannot be resolved in an opinion)(emphasis added).

Opinion Memorandum Regarding Octagon Consulting Contracts**June 18, 2020****Page 3**

Included in the exceptions to this act are contracts for “a procurement for personal, professional, or planning services.”⁹ Again, differing fact patterns can make interpreting Attorney General Opinions on this exception problematic. For example, as the City Attorney’s memorandum notes Opinion No. MW-344, which stated that the Port of Galveston had to seek competitive bids on a contract to hire a terminal operator. However, the Attorney General has also said that a contract to hire a construction manager was not required to be let for bid, under this same exception. See Opinion No. MW-530. The Attorney General has also opined that a school district was allowed to act as its own construction manager for a project that exceeded the statutory threshold by subcontracting smaller contracts. *See* Opinion No. DM-242.¹⁰

Port Purchasing Policy

The Wharves Purchasing Policy in effect during the events involved in this memorandum was adopted in 2012. The policy applies to “goods and services.”¹¹ The policy also encouraged the use of “historically underutilized” and “local” businesses. Further, the policy states that to “the extent of any inconsistency between this Purchasing Policy and the provisions of any Applicable Law, Applicable Law will control.” The preamble of the Policy also states that “As used in this Purchasing Policy, the term “Bidding Threshold” means the stated dollar amount applicable to an expenditure of funds by a municipality under Section 252.021(a), Texas Local Government Code, for which competitive bids or proposals are required.” Under Section 2.01(b) of the Policy purchases in an amount between \$3,000 and the Bidding Threshold should utilize informal quotes. The policy did not state the format of such quotes¹² nor provide for a protocol for preserving them.

This policy is not law. Rather, it is an internal operating procedure guiding the staff. If a purchase that violated the policy were made but which did not violate Chapter 252 of the Local Government Code, the employees involved may face discipline but would not face criminal liability. An entity performing services under such a situation could well prevail in a claim for its services if the law were not violated.

Background Facts and Assumptions

At the outset, the matters attributed to the “City Attorney’s Office” and the “Port Attorney’s Office” in the City Auditor’s internal work papers is somewhat ambiguous, due to the fact that we

⁹ Tex. Loc. Govt. Code Sec. 252.022 (a)(4).

¹⁰ There are a number of other exceptions as well. For example, in another opinion a County was allowed to avoid the statute for a twenty year contract far exceeding the statutory threshold for waste disposal services due to the public health exception under the act. Texas Attorney General Opinion No. 908.

¹¹ Tex. Loc. Gov’t Code 252 .021 refers to “contract.” The Port policy does not expressly define the term services. Various provisions reference construction services, telecommunication services and professional services.

¹² For example, soliciting three bids by phone and putting those bids in writing in the file might potentially be in compliance. Email bids might as well.

*Opinion Memorandum Regarding Octagon Consulting Contracts**June 18, 2020**Page 4*

understand he has spoken to various individuals in the City Attorney's office. Further, he also conferred with several members of the Wharves Board of Trustees, as well as their legal counsel. That said, the following sets out our understanding, of the facts most relevant to this inquiry:

1. Octagon appears to be a small, closely held Texas LLC. Its mailing address is 6341 Stewart Rd Suite #342 Galveston, TX 77551. The registered office for the company is 310 Magnolia Estates Drive, League City, TX 77573. Octagon recently also established an office in Downtown Houston as well according the owner's Twitter account.
2. Octagon was incorporated as a Texas limited liability company in June 2018. Andy Soles of League City, Texas is listed as the sole member on the company's certificate of formation. The 2019 Public Information Report also listed a Ms. Stephanie Sawyer as a member, along with Mr. Soles. ("Members" of a Texas limited liability company are the owners of the company's shares. They are analogous to shareholders of a corporation.)
3. Octagon appears to be a locally owned minority business. Mr. Soles is African American and Ms. Sawyer is female.
4. Octagon stated on its website and in promotional materials that it had an attorney on staff, Ms. Teresa Hudson. A review of her State Bar profile, LinkedIn profile and other available online references show that Ms. Hudson is licensed to practice law in the state of Texas. She also apparently served as a Vice President for Human Resources for Plastic Express and has her own law practice in League City, Texas.
5. We understand generally that Ms. Annette Goldberg, a former Wharves employee serving in the Human Resources Department, initiated discussions with Octagon based on her prior work experience with Mr. Soles when she worked for the City of Houston and he worked for another company providing HR contract services.
6. It is not known whether Ms. Goldberg solicited informal bids or quotes for the services at issue, as Ms. Goldberg is no longer employed by the Wharves.
7. Ms. Goldberg was hired by the Wharves in September 2018 and resigned her position earlier this year, on March 6, 2020.
8. We understand generally that the Port Director/CEO relied on HR and purchasing staff to ensure that State law and Wharves Policies were followed in the Wharves' dealings with Octagon.
9. In September 2018, the Wharves signed two contracts with Octagon:
 - a. A contract dated September 16, 2018. Hereafter, this contract is referred to as the "Job Analysis Contract." The total cost for services under this contract was \$37,900. The services to be provided under this contract contained two components:

*Opinion Memorandum Regarding Octagon Consulting Contracts**June 18, 2020**Page 5*

- i. A job audit, to properly defined duties and responsibilities of specific positions. This task was a necessary step in order to perform a market survey, to determine market salaries for similar positions. The total cost for this component was \$18,450.00.
 - ii. The market survey itself, with a total cost of \$19,450.
 - b. A contract dated September 25, 2018, under which Octagon was to revise and update the current Wharves Human Resources Policy into a new Employee Handbook. Hereafter, this contract is referred to as the "Handbook Contract." The total cost for this service was \$11,900.
10. Under the Handbook Contract Octagon reviewed and submitted a redrafted Employee Handbook which was approved by the Wharves Board of Trustees in December of 2018.
 11. The job audits and market surveys were performed as contracted under the Job Analysis Contract.
 12. This office has not been advised of any deficiencies with the performance of those services under.
 13. If taken separately the two contracts are both below the thresholds for bidding set forth by Tex. Loc. Govt. Code Chap. 252. The combined amount of both contracts (\$49,800) was also slightly below this bidding threshold.
 14. Apparently Ms. Goldberg also engaged Octagon for two additional, distinct services. We are not aware of any written contracts for these services. One was for the hiring of temporary employees, such as clerks who would be brought in for a short period of time. The decision as to whom to send to the Wharves was with Octagon. The persons assigned could change periodically.
 15. The other service was to recruit and then provide placement services for prospective hires, placing them with the Wharves on a temporary basis to allow the Wharves to determine if the individual was a suitable hire for the particular department. In this instance, we understand that a particular person was engaged to be placed to the Wharves (as opposed to a "fungible" temporary worker who might be a different person day to day) for this purpose. This service avoided the need for formal "probationary" periods for new hires.
 16. The Wharves had previously issued one or more requests for proposals with regard to the engagement of temporary service companies but that process was not finalized. The specific results of the prior RFP process are unclear.
 17. The Wharves, as allowed by law, has interlocal agreements with other public entities referred to as "Buy Boards" as authorized under Chapter 791 of the Texas Government Code. Purchases through these services are deemed to satisfy bidding requirements. *Id.* at

*Opinion Memorandum Regarding Octagon Consulting Contracts**June 18, 2020**Page 6*

Sec. 791.025. We do not have information as to whether Ms. Goldberg understood the mechanisms of and the distinctions between using Buy Boards, which do not require bidding, and other purchases which did require bidding. We are also not aware of the extent of her actual knowledge as to bidding requirements generally. At the same time, we have no information indicating that Ms. Goldberg ever acted with an intent to avoid or evade competitive bidding requirements under State law or Wharves policies.

18. As noted above, Ms. Goldberg voluntarily resigned from her position with the Port earlier this year. We are not aware of any surviving notes, memoranda or other documents Ms. Goldberg may have created or possessed, documenting the process for the two contracts or the temporary services work performed by Octagon.

A. Were the two written contracts “linked in both nature and type” requiring consolidation for bidding purposes?

The City Attorney’s unsigned memo makes the following assertion:

It should be noted that except for Numbers 2 and 7 of each Statement of Work [each contract] prepared by Octagon for these two contracts (those numbers list Scope of Work and Deliverables, respectively) the Statements of Work are identical. It also appears to an outside observer that the deliverables are linked in both nature and type, in that both deliverables are focused on staffing needs of the Port.

This appears to be an arbitrary assumption. First, Sections 2 and 7 of each contract are “Scope of Work” and “Project Fees and Expenses.” These sections were obviously key elements to each contract, and are very different.¹³ While Octagon apparently has a standard form it used and created for its contracts, these two contracts are by no means identical.

Further, Chapter 252 does not contain an “outside observer” legal standard of review. Regardless, an “outside observer” could just reasonably interpret these contracts as providing two entirely different types of services being performed. While the two contracts might be generally characterized as involving human resources, revising and updating an Employee Handbook is separate and distinct from conducting a market salary survey, and taking steps necessary to perform that survey. Neither is a necessary condition precedent to the other. We are not aware of any recognized authorities in the human resources field stating that these activities are so interrelated that they would normally be part of a common process. The City Attorney’s memorandum does not identify any such authorities.

Under the Handbook Contract, Octagon was to provide the Wharves with proposed policy updates, which would become part of a new Employee Handbook. Part of this work involved providing recommendations concerning current employment laws, presumably with assistance from

¹³ Section 6 in each contract, under the heading “Deliverables,” were unique to each contract as well. The City Attorney’s memorandum does not discuss this Section.

*Opinion Memorandum Regarding Octagon Consulting Contracts**June 18, 2020**Page 7*

Octagon's staff counsel, Ms. Hudson. Had our firm been engaged to undertake this task, the work would clearly be classified as "professional services." As the work included legal analysis and opinions, at least some of these services may have constituted "professional services" which are not subject to competitive bidding. In contrast, the Job Analysis contract did not appear to involve such legal analysis, reinforcing the fact that the tasks involved in the two contracts were separate and distinct.¹⁴

Based on the foregoing, it appears to us that the subject matters of the two contracts were separate and distinct. They do not appear to be components necessary to accomplish the other. Neither appears to be a necessary condition precedent to the other, and they are not, to our knowledge, normally undertaken as a single effort. Rather, both are unique tasks typically performed in isolated instances. Therefore, in our opinion, these contracts do not represent "component," "separate" or "sequential" purchase as defined and proscribed by Chapter 252.

To the extent our office disagrees with the opinions of the City Attorney's office, this disagreement simply illustrates that there is not a clear consensus on this issue.

B. Did the Engagement of Octagon's Temporary and Placement Services Violate the Law or Port Policy?

As noted above, Texas Local Government Code Sec. 252.021(a) requires that before a municipality may enter into a contract that requires an expenditure of more than \$50,000 from one or more municipal funds the municipality must comply with competitive bidding procedures. Thereafter, Sec. 252.022 provides a number of exceptions to this requirement. Included in the exceptions are contracts for "*personal, professional, or planning services.*" Loc. Govt. Code Sec. 252.022(a)(4). There are no Texas cases or Attorney General Opinions directly interpreting this provision. However, the Attorney General has offered opinions on what "personal services" means in connection with other statutes, as discussed hereafter, which do provide some guidance on this issue.

The Texas Attorney General's interpretation¹⁵ of the term "personal services" is essentially as follows:

¹⁴ The lines of whether the services were personal or professional under the Port's policies are not clear as well. The Port's policy does not define the term "services" but also later refers to several specialized types of services such as construction and telecommunication. An outside observer could find an ambiguity as to whether the types of services being provided by Octagon were of the type normally used by the Port. This may be a weakness in port internal controls that needs to be corrected but it is not a violation of statute.

¹⁵ A number of opinions of the Attorney General on the term "personal services" are related to the County competitive bidding statute in Loc. Govt. Code Chap. 262. These opinions can reasonably be used as a guide for how the Attorney General might construe the similar wording in Sec. 252.022.

*Opinion Memorandum Regarding Octagon Consulting Contracts**June 18, 2020**Page 8*

A personal services contract is a contract for the services of a particular individual. Unless the service to be provided is to be done by a unique, particular, named individual, rather than by anonymous and fungible workers, the contract is not for personal services.

Tex. Atty Gen. LO-98-023, at 2. For example, the Attorney General has found the following services **not** to be “personal services”

1. A contract requiring a service to generally provide persons for janitorial services. Attorney General Opinion No. JM-0486;
2. A contract for services to microfilm the entity’s records; Atty. Gen. Opinion JM-0890.

In each case the service was for “fungible employees,” that is employees who might change from week to week or even day to day. The goal of the contracts was not for the services of a particular person but rather for a service performed by persons that may never be known to the governmental entity in advance.

The Attorney General has also opined that the following, depending on the facts, may fall within the “personal services” exemption:

1. an airport operations contract could be eligible for exemption if the contract requires a particular, named individual to perform the services. Atty. Gen. Opinion KP-0246;
2. A contract for the services of a construction manager. Atty. Gen. Opinion MW-530.

These opinions involved the engagement of a particular person to perform a particular job. Other services such as those involving public health or emergency services may also be exempt, depending on how the services are placed.¹⁶

The key to determine whether a contract for staffing requires a bidding procedure is to determine whether the services to be provided by the staffing agency is to be done by a unique, particular, named individual. In the context of past uses of these agencies the following may be illustrative:

1. If the temporary staffing agreement is to provide clerical or administrative individuals chosen by the agency to work for Port based on agreed upon qualifications this is not likely

¹⁶ Chapter 252 also provides other exceptions which could apply in some cases. For example, the hiring of day workers to perform sanitation services or the employment of ambulance services could be excepted, as it was under Section 262.024(a)(2) as “necessary to preserve or protect the public health or safety of the residents of the county.” Tex. Atty Gen. Op. Nos. JC-0136 and JC-0281.

Opinion Memorandum Regarding Octagon Consulting Contracts**June 18, 2020****Page 9**

a contract for “personal services.” In this case the Port does not pick the persons in advance but rather sets the criteria for the agency to choose. The individuals would be “fungible” that is where they could be switched from time to time by the agency. A contract of this nature will require bidding if they exceed the bidding thresholds.

2. If the agency were engaged to recruit potential employees and then place those recruits, upon approval by the Port, at jobs for a probationary period to be hired as regular employees after the probation this may qualify as a “personal services” contract. The services are being performed by a unique particular, named individual. The service is not to have the agency provide temporary help but rather to have a specific individual act in a specific position for the Port to be hired permanently if approved by the Port.

These lines are not easily determined by a staff member seeking to apply them on a real-time basis. While the Wharves’ Purchasing Policy was intended to avoid such problems, more internal controls may have been helpful to assist employees in proper compliance. Ms. Goldberg’s work covered a relatively short period of time, which was also a period of significant transition. Following the Board’s hiring of Mr. Rees, there was a focused effort by Mr. Rees and senior management to both update and upgrade the Port’s policies and procedures.¹⁷

At this point we have not been able to specifically identify any attempts to “intentionally and knowingly” violate the bidding statutes.¹⁸ In some instances, the services provided appear to be a hybrid combination of personal, professional and other services. We have not located any Texas court cases directly on point interpreting these issues. It is therefore possible that a Court hearing this case could find that the Wharves use of Octagon for temporary staffing solutions was not proscribed by Chapter 252. That said, in our opinion the better practice would be to use competitive bidding (including the use of authorized Buy Boards) to procure temporary staffing services. As described below, Wharves staff has done so following these events, having entered into lawful, written contracts for several different temporary staffing needs.

Changes Going Forward

Going forward, and in order to avoid future confusion and procurement issues, the Wharves has entered lawful written contracts for with several different temporary staffing and placement

¹⁷ The Board of Trustees has pursued a similar path in seeking to update and upgrade its own governing documents. In the last two years there have been a number of revisions and modifications to documents such as the Trustees’ Bylaws and the “Policies Regulating Performance of Duties – Board of Trustees and Port Director of the Galveston Wharves,” also known as the “Board Management Policy.”

¹⁸ It does appear that Ms. Goldberg sought to engage a “local, historically underutilized business” as encouraged by State law and Wharves Policy.

*Opinion Memorandum Regarding Octagon Consulting Contracts**June 18, 2020**Page 10*

services.¹⁹ Using statutory procedures (i.e. conventional bidding or using authorized Buy Boards), the Wharves has now entered agreement with different temporary staffing providers for three separate categories of services – construction trades, finance and general administrative/clerical positions. These contracts all provide the Wharves with the ability to engage specific personnel resources when needed.

Additionally we have had informal conversations with the City Auditor and Wharves staff concerning additional processes to ensure compliance with State laws and Wharves policies. These include:

1. Adoption of a Contract Monitoring System (CMS).
2. Conducting an Annual Chapter 252 Review to be held in conjunction of the CMS.
3. Development of a standardized coding method to further avoid “separate,” “component” and “sequential” purchases proscribed by Chapter 252.
4. Developing standards and rules for documentation, and preservation of that documentation, in the Procurement File to ensure that there is an “audit trail” on specific procurement decisions.

I understand that as proposed by the City Auditor, these processes would be developed jointly by a working group including staff from the City, the Park Board of Trustees. Thereafter, these representatives (and their successors over time) would continue to act as a working group to conduct the Annual Review discussed above, and also to share best practices, lessons learned, and related matters on an ongoing basis. These could all help to ensure standardized compliance with both the letter and the spirit of State laws and Wharves Policies. We believe this effort would be beneficial to all three entities.

Anthony P. Brown

APB/ger

¹⁹ In addition to the temporary staffing services provided by Octagon, the Wharves has historically used other companies to provide such services, in areas such as construction trades and finance department functions. While at least some of those had gone through bidding in the past, it appears that a process of going out for bid drifted as these contracts ended, under prior management.



City of Galveston

HUMAN RESOURCES DEPARTMENT

P. O. Box 779 | Galveston, TX 77553-0779
409.797.3650 (Office) | 409.356.4003 (Facsimile)

DATE: July 23, 2020

TO: Honorable Mayor and Members of City Council

FROM: Kent Etienne, Jr. – Executive Director

RE: **Consider for approval the award of RFP 20-16 Health Benefits Consultant to HUB International to perform consulting services to the City and Board of Trustees for the Health Benefits Plan (K. Etienne).**

I. BACKGROUND

- A. In 2019, the City contracted with benefit consultant group Arthur J. Gallagher & Co. (“Gallagher”) to assist in the evaluation of responses for Third Party Administrator (“TPA”) services for the City’s self-funded health plan. Gallagher also aided the City in its transition from TPA Boon-Chapman to Blue Cross Blue Shield of Texas.
- B. RFP 20-16 Health Benefits Consultant was advertised on May 4, 2020, and closed on June 3, 2020. On June 9, 2020, responsive bids were reviewed in accordance with the City’s procurement policies.
- C. On June 17, 2020, the City of Galveston Health Benefits Plan Board (“the Board”) unanimously approved HUB International as the City’s consulting service for the self-funded health plan.

II. CURRENT SITUATION

- A. The City is obligated to provide health insurance coverage to members of the plan, which include participants of the City of Galveston, Park Board of Trustees and Port of Galveston.
- B. To ensure plan members maintain competitive and affordable health benefits, the Board has recommended contracting with an independent consulting firm that will assist in the following:
 - a. Development of a multi-year blueprint strategy that will identify opportunities for savings, which may be gained through shifting plan subsidies, plan design modifications, network strategies, and alternative funding strategies.
 - b. Identification of areas for cost savings while maintaining a viable health and welfare employee benefit program that promotes employee choice and consumerism.
 - c. Development the Plan’s wellness program and explore partnerships with local providers.



City of Galveston

HUMAN RESOURCES DEPARTMENT

P. O. Box 779 | Galveston, TX 77553-0779
409.797.3650 (Office) | 409.356.4003 (Facsimile)

- d. Overall plan management and quality assurance services including renewal analysis, monitoring and reporting market trends, carrier marketing and negotiations, etc.

III. ISSUES

- A. Whether to approval the award of RFP 20-16 Health Benefits Consultant to HUB International to perform consulting services to the City and Board of Trustees for the Health Benefits Plan.

IV. ALTERNATIVES IN ORDER OF PRIORITY

- A. Alternative #1: Approve the recommendation.
- B. Alternative #2: Take no action.

V. RECOMMENDATION

Concur with Alternative A: Approve the recommendation to accept HUB International as the Health Benefits Consultant for the City's Self-funded health plan.

VI. FISCAL NOTE

Cost: \$79,500 annually

CITY OF GALVESTON
PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is entered into this _____ day of _____, 2020, by and between the City of Galveston, Texas, hereinafter called the “City”, and HUB International Texas, Inc, hereinafter called “COMPANY”, located at 10000 North Central Expressway, Suite 1100, Dallas, TX 75231 in connection with the following project:

RFP 20-16 Health Benefits Consultant

This agreement between the Parties consist of the terms and conditions set forth herein, and in those documents, attached and incorporated for all purposes; Exhibit “A”, identified as Responsive Proposal from COMPANY. By entering into this Agreement, Company agrees that City is entering into this agreement in its governmental capacity, and not a proprietary one.

WHEREAS, the City desires to engage COMPANY to render certain services in connection with the above stated project.

NOW THEREFORE, the parties do mutually agree as follows:

PART I

1. Scope of Services

The Scope of Services shall be as set forth in the attached “Exhibit A”.

2 Contract Term - Contract shall be effective for three (3) years upon execution by the City of Galveston. It is agreed that City will have the option to extend the contract for up to two (2) one (1) year terms. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor’s past performance is not within the industry standard.

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

4 Standard of Care – The standard of care for all contractual and related services performed or furnished by COMPANY under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

- 5 Access to Information - It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to COMPANY by the City and its agencies. The City and its agencies will cooperate with COMPANY in every way possible to facilitate the performance of the work described in the contract.
- 6 Appropriations - The obligations of the City to make payment under this Agreement are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.
- 7 Compensation - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed rates, fees, and expenses set forth in “**Exhibit A**”. Invoices are submitted by COMPANY each month (not necessarily falling on the first or last day of the month). City shall notify COMPANY in writing, of any and all objections, if any, to an invoice within ten (10) days of the date of invoice. Otherwise, the invoice shall be deemed proper and acceptable by the City. Amounts indicated on invoices are due and payable immediately upon receipt. City’s account will be considered delinquent if COMPANY does not receive full payment within thirty (30) days after the invoice date.
- 8 The City shall not be responsible for payment to COMPANY for any additional services or expenses not specifically included in Exhibit “A”, except upon execution of an amendment to this Agreement in writing by both parties. Parties shall attempt to resolve any payment disputes within sixty (60) days or the matter may be submitted to mediation
- 9 INDEMNIFICATION: FOR CONSIDERATION RECEIVED, COMPANY shall indemnify, defend, save and hold the City of Galveston harmless, including City’s officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, damage, judgments, liabilities or expense on account of damage to property and injuries, including death, which may arise or result, in whole or in part from any negligent act or omission of COMPANY or those acting under COMPANY’S supervision or control. COMPANY shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, which may arise from the sole negligence of the city. **COMPANY shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify, and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.**
- 10 Construction – This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas. Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement. In any case, if one or more of the provisions contained in this Agreement shall for any reason be held to

be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

11 Termination of Contract for Cause. If, through any cause, COMPANY shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if COMPANY shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to COMPANY of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by COMPANY under this Contract shall, at the option of the City, become property of the City and the COMPANY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, COMPANY shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by COMPANY, and the City may withhold any payments to COMPANY for the purpose of set-off until such time as the exact amount of damages due the City from COMPANY is determined.

12 Termination for Convenience of the City. The City may terminate this Contract at any time by giving at least ten (10) days' notice in writing to COMPANY. If the Contract is terminated by the City as provided herein, COMPANY will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of COMPANY, Paragraphs relative to termination shall apply.

13 Modification: No change in the terms of this Contract shall be binding unless it is in writing and signed by an authorized representative of both parties.

14 Force Majeure: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

15 Proof of Insurance: COMPANY shall maintain certain types of insurance protection throughout the duration of the project. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas, using an insurance company with an A.M. Best rating of a B+ or better.

16 Required Insurance: Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project; Automobile Liability Insurance, Worker's Compensation Insurance and Professional Liability Insurance. Limits are to be equal to or greater than:

a. **Commercial general liability insurance:**

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

\$1,000,000 fire damage
\$1,000,000 automobile damage
\$500,000 workers compensation employers' liability
Statutory limits for workers compensation
Insurance coverage shall be on an “**occurrence basis**”

- 17 Assignability: COMPANY shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City. Unless specifically stated to the contrary in any written consent to assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- 18 Reports and Information: COMPANY, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
- 19 Findings Confidential: To the extent permitted by law, all of the reports, information, data, etc., prepared or assembled by COMPANY under this contract are confidential and COMPANY agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
- 20 Copyright: No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of COMPANY.
- 21 Compliance with Local, State and Federal Laws: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.
- 22 Notices: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Room 203
P.O. Box 779
Galveston, Texas 77553



City of Galveston

Request for Proposal
20-16
Health Benefits Consultant
June 3, 2020

Julian Fontana, Employee Benefits Specialist
HUB International
10777 Westheimer Rd., Suite 300
Houston, TX 77042





Date: 5/14/2020
To: Prospective Proposers
Subject: Addendum No. 1
ACH Form

This addendum forms part of the proposal and contract documents and modifies the original solicitation documents dated 5/3/2020. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT OFFEROR TO DISQUALIFICATION.

Do not return the ACH Form completed with banking and account information. Form can be returned upon award of the contract to Accounts Payable (accountspayable@galvestontx.gov), or Purchasing (purchasing@galvestontx.gov).

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.

Authorized Signature

05/26/2020

Date

Julian Fontana

Printed Name

HUB International Texas, Inc.

Company Name

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL



Date: 5/20/2020
To: Prospective Proposers
Subject: Addendum No. 2
Questions and Answers

This addendum forms part of the proposal and contract documents and modifies the original solicitation documents dated 5/3/2020. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT OFFEROR TO DISQUALIFICATION.

1. **Why are you going to bid and what would you like to change?**
The City Council approved a Professional Services Agreement in September of 2019 to perform consulting work and assist with the transition of a third-party administrator for employee health insurance. The City seeks to establish a long-term agreement with a qualified firm via the RFP process.
2. **When was the last time the City went to bid and how long has the current consultant/broker been in place?**
The health benefits consultants have been in place since June 10, 2019. This will be the first request for proposals for consultant services to the Health Board of Trustees.
3. **Is the City open to new innovative technologies that represent best in market solutions?** Yes
4. **Is cost to the employee more or less important than potential disruption to their health care experience?**
The Board routinely evaluates health care benefits and costs. It is the City's intent to maintain a health benefits plan that is both competitive in the market *and* affordable to plan members; both are important. The City strives to ensure plan members do not experience disruption of any kind in the health care experience.
5. **Any past experience where disruption or hassle factors lead to employee turn-over?** No
6. **Do most of the employees work for the City based on benefits or pay-scale?** The City maintains competitive pay rates when measured against market comparators. It is challenging to decipher the more valuable as the city offers both competitive pay and benefits.
7. **Is current leadership receptive to change to address the underlying aggregate medical, pharmacy and stop-loss spend?** Leadership is always receptive to changes that would reduce costs and improve benefits for plan members.



8. On a scale from 1- 10 (10 being very engaged), how engaged are your employees in your wellness program? 9 (Approximately 95% participated in Health Risk Assessment)
9. On a scale from 1-10 (10 being very important), how important are your benefits to encourage employee loyalty? 10
10. On a scale of 1-10 (10 being very motivated), how motivated is the City to change? Refer to Q#1. The City will be open to considering and reviewing all responses that will add value to the plan and its members.
11. Who is the current Broker? Gallagher
12. Are there any service issues? No
13. What is the current compensation to the Broker? Fee for service/Commission based? Combination of the two?
The City has agreed to pay \$55,000 for all consulting services. Payments are issued in monthly installments of \$4,583.33.
14. Is there an annual fee not to exceed amount? (Compensation Cap)
The current direct client fee will not exceed \$55,000.
15. Does the current broker return any commission over the annual cap? N/A
16. Are you currently utilizing an online billing and eligibility system for employee access and use? If not, is this of interest? Yes
17. Do you currently have a Health Management (Wellness) program in place? If yes, are you happy with the participation? Yes
18. Does the financial impact of COVID-19 affect the current budget put into place for Benefits?
At this time, the City does not anticipate a change in the current budget due to COVID-19.

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.

Authorized Signature

05/26/2020

Date

Julian Fonatana

Printed Name

HUB International Texas, Inc.

Company Name

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL



June 3, 2020

City of Galveston
Purchasing Division
823 Rosenberg Street
Room 300
Galveston, TX 77550

HUB International

10777 Westheimer Rd., Suite 300
Houston, Texas 77042
(469)391-9022

hubinternational.com

To Whom it May Concern,

HUB International would like to thank you for the opportunity to provide the City of Galveston with a proposal for Health Benefits Consulting Services. We have reviewed the Scope of Work and are expertly prepared for meeting the items requested.

Our assigned service team has significant experience working with government sector employers and employees. There are few, if any, consultants in Texas who can match their experience. It is our belief that employers should treat each benefit dollar spent as an investment rather than an expense. Our value-added services are designed to provide the highest possible return on this investment while being focused on your objectives and impacts to your culture.

HUB will work with the City of Galveston's team to:

- Collaborate with the City, to develop a multi-year blueprint strategy which identifies opportunities for savings which can be gained through shifting plan subsidies, plan design modifications, network strategies, and potential alternative funding strategies. Other opportunities for savings include dental, vision, life, and disability.
- Assist leadership with a strategic review to identify areas for cost savings while maintaining a viable health and welfare employee benefit program that promotes employee choice and consumerism.
- Enhance your employees' understanding of their benefits, through careful planning and effective communication strategies, designed to engage and educate employees.
- Implement a wellness program and explore partnerships with local providers.
- Provide ongoing support throughout the year to work collaboratively with the District and provide updates on utilization trends, medical and Rx programs, alternative funding options, etc.

We are committed to being your trusted advisors. Thank you for this opportunity to provide a proposal to serve as your strategic partner.

Sincerely,

A handwritten signature in black ink that reads "Julian Fontana".

Julian Fontana, Employee Benefits Specialist

10777 Westheimer Rd., Suite 300

Houston, TX 77042

469-391-9022 office

julian.fontana@hubinternational.com

Table of Contents

TAB A – Qualification and Experience5

TAB B – Company Operational Information11

TAB C – Rates, Fees, and Expenses12

TAB E – References.....14

TAB F – Consultant Qualifications Questionnaire15

TAB G – Required Documents and Addenda22

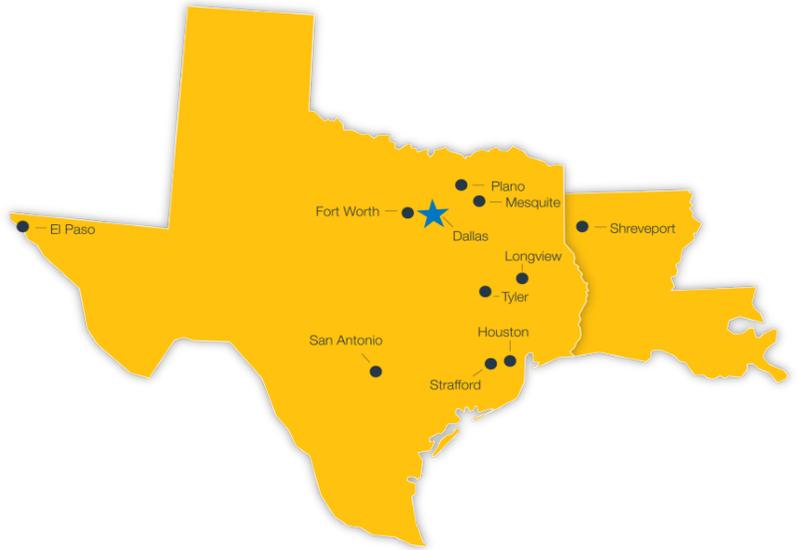
TAB A – Qualification and Experience

This section shall contain the full name and address of the firm submitting the Statement of Qualifications and a brief summary of the firm’s experience and individual experience for personnel who will provide this service.

1. Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the core management team which will undertake this engagement.

HUB International Texas, Inc. www.hubinternational.com

was born in 1998 with the merger of 11 privately held insurance brokerages. HUB is a private global insurance brokerage, ranked the 5th largest in the world, that puts you at the center of everything we do. Our reach and resources mean you have the insurance you need when you need it – and before you know you need it. With HUB, you’re at the center of an integrated network that spans North America — a one-of-a-kind aggregation of insurance professionals who understand the issues you face every day. HUB International is structured around large regional hubs, with over 450+ satellite offices strategically located throughout the U.S. and Canada. We are often asked what makes HUB different. The simple answer is that we strive to partner with our clients to make a positive impact on their business. We will take the time to thoroughly understand your objectives and culture so that we can build a long-term strategic relationship



11,000+ Employees



95% Client Retention



1 Million+ Clients



450+ Locations
In North America



TOP 5 Global Broker
Based on Revenue

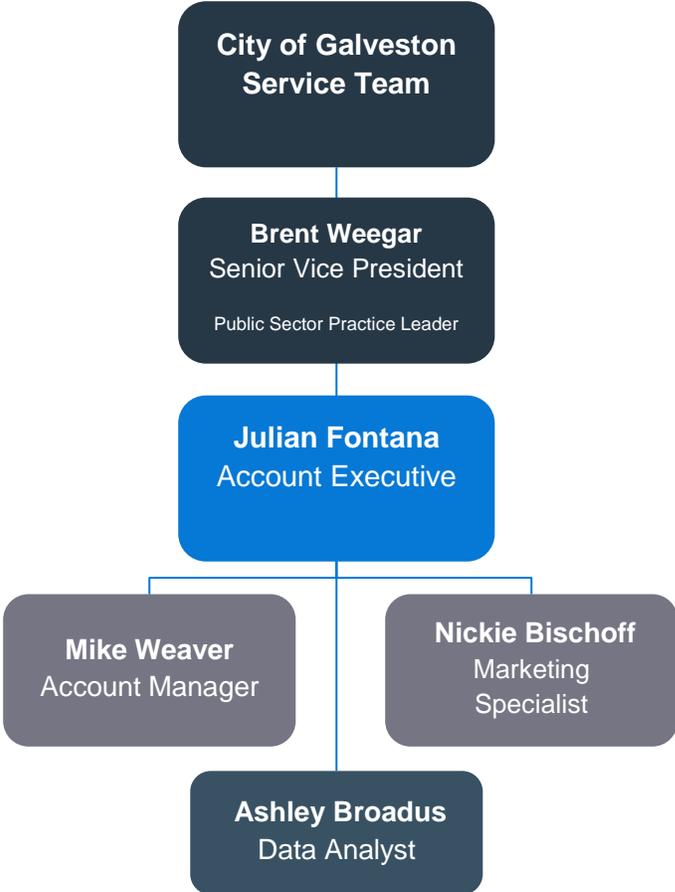


\$12 Billion+
In Premium

Local Representation

HUB International Texas, Inc. is incorporated in Fort Worth Texas and has approximately 250 employees locally serving over 14,000 clients, which encompass our Employee Benefits Practice, Commercial Lines, Private Client, Risk Services, Financial Services, and Transportation Specialty Group. In addition to our national offices in Coppell (Financial Services) and San Antonio (Transportation), HUB Texas has eleven locations in Austin, Dallas, El Paso, Fort Worth, Houston, Plano, Longview, Tyler and Shreveport (LA).

Your service team will be based out of our Houston and Austin offices. Julian Fontana, your primary contact, is authorized to execute the agreement as it pertains to this RFP. With the expertise and service tenure of HUB Texas, we will have no problems meeting and exceeding the District's expectations. Personal service, individual attention, and the ability to respond quickly to changing insurance needs and market influences are just a few of the benefits of HUB's local presence.



2. Identify the project manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications and licenses (General Lines Agent for Life and Health), etc.



Brent Weegar
Public Sector Practice
Leader

University of North Texas –
MBA
Baylor University – B.A

15 years Employee Benefits experience, with specialization in the Insurance Public Sector. Brent is the head of the public entity consulting unit for HUB Texas. Brent, being the Project Manager, will oversee the contract management and oversee the assigned team to ensure quality control and needs are being met.



Julian Fontana
Account Executive

Southwest Texas State
University – B.A. in Political
Science

Julian comes with over 30 years of employee benefits experience, including both carrier and consultant roles. Prior to joining HUB, Julian worked as a Senior Account Executive on public entity clientele and serving the needs of HR, finance and executive-level professionals. Julian will serve as the lead consultant for the District developing a strategic benefits path with short term and long term goals. When required he will lead the RFP process for benefit plans and analysis for presentation.



Mike Weaver
Account Manager

B.B.A. – Texas A&M
University
MBA in Finance – University
of Houston

Mike has been involved in the employee benefits field for over 20 years, working with corporate and public sector groups from 15 employees to over 10,000 employees. He will serve as your liaison with vendors, assist with implementation of new coverage(s), coordinate open enrollment, and handle day to day service issues.



Nickie Bischoff
Marketing Assistant

**America's Health Insurance
Programs – HIA, DIA & HSCA
Designations**

Nickie has over 24 years of experience in the health insurance, disability, and the purchasing of employee benefits. Prior to HUB, Nickie worked exclusively with the public sector for 15 years at the TML Health Pool with a strong focus on Technical Writing, Plan Design, and Implementation. As a Marketing Assistant, Nickie will support the coordination and management of the Request for Proposals along with other duties.



Mark Guajardo
**Consulting Actuary &
Director of Analytics**

**B.S. – The University of
Texas**

Mark serves as HUB's Texas Director of Analytics. As a credentialed actuary Mark has over 20 years of experience consulting clients on their defined benefit pension and retiree welfare plans under the Financial Accounting Standards Board (FASB), Governmental Accounting Standards Board (GASB), and International Accounting Standards (IASB). Mark will oversee IBNR Projections, Detailed Budget Projections, Plan Design Services, Ad-hoc Actuarial Consulting Services.



Sara Collins
Wellness Consultant

**B.A. – Concordia University
Wisconsin**

**Masters of Organizational
Leadership – Concordia
University Wisconsin**

**Wellness Council of America
– Certification of Workplace
Wellness Program
Management**

Sara brings with her a multi-faceted background in employee benefits and leadership development. She spent the prior 12 years with Humana, most recently as a Consumer Experience Consultant focused on wellness program design and engagement. Her areas of expertise include relationship management, strategic consulting, training and development, and technical writing. Sara will oversee health risk management strategy, incentive design, implementation, communication, and reporting.



Jack McStravock
Chief Compliance Officer

Bach. Of Science – LaSalle University

Master of Science – Lesley University

J.D. – Massachusetts School of Law

Member of the Central Region Employee Benefit Practice Teams. His area of expertise include consulting with large employers on matters related to the implications of the Affordable Care Act, ERISA, Cafeteria Plans, HIPAA, COBRA, FMLA, ADA, and related human resource matters. Jack will provide compliance and consulting services regarding health and other employee benefit administration.

3. Describe the experience of the firm in the last thirty-six (36) months in performing consulting services in similar size and scope.

As a company that serves over 130 Public Entities across the nation and 70 in Texas alone, we know there are a unique set of objectives, rules, and culture that apply to public entities.

Client	# of Employees	Client	# of Employees
Brazoria County	1455	City of Richmond	160
Brazos River Authority	230	City of Rowlett	250
Canutillo Independent School District	100	City of Sachse	122
Capital Area Council of Governments	100	City of Santa Fe	69
City of Allen	719	City of Seabrook	85
City of Amarillo	2300	City of Socorro Texas	58
City of Angleton	120	City of Sugar Land	713
City of Bastrop	112	City of Texarkana	570
City of Bay City	140	City of The Colony	300
City of Bedford	339	City of Tomball	135
City of Belton	145	City of Watauga	165
City of Brady	107	City of West University Place	130
City of Burleson	314	City of Wichita Falls	1241
City of Carrollton	300	County of El Paso	2500
City of Celina	125	Dallas Central Appraisal District	250
City of Cleburne	314	Denton County Fresh Water Supply District #10	2
City of Colleyville	178	Edgewood ISD	1200
City of Conroe	582	El Paso County Medical Society	4
City of Coral Springs	909	El Paso County Water Improvement	97
City of Corinth	159	El Paso Independent School District	5300
City of Corpus Christi	2775	El Paso Leadership Academy	23
City of Denison	235	Fort Worth Country Day School	272
City of Duncanville	250	Gregg County	450
City of Eldorado	20	Hopkins County Hospital District	31

City of Euless	500	Housing Authority of the City of El Paso	250
City of Forney	175	Laredo ISD	3000
City of Fort Worth	5000	LaSalle Parish Police Jury	50
City of Heath	50	Lower Valley Water District	3
City of Hewitt	86	McLennan County Auditor's Office	900
City of Hurst	360	McLennan County Hospitalist Services, PA	15
City of Keene	45	Niles Township Government	6
City of La Porte	401	Northeast Texas Public Health District	135
City of Lago Vista	87	Nueces CAD	82
City of Lancaster	249	Pleasantview Fire Protection District	53
City of League City	485	San Antonio Police Officers Assn	100
City of Lewisville	759	San Elizario Independent School District	500
City of Live Oak	123	South Bossier Fire Dept.	15
City of Longview	1,100	Texoma Council of Governments	51
City of Melissa	50	Town of Trophy Club	70
City of Missouri City	312	Universal City	129
City of Nederland	121	University of North Texas System	40000
City of Pearland	683	Varnett Charter School	187
City of Pflugerville	330	Vernon Parish Police Jury	150
City of Plainview	179	Vernon Parish Sheriff's Department	155
City of Port Neches	121	Village of Columbus	20
City of Richardson	1039	Webb County	1300

4. Provide a copy of the latest audited Annual financial Report.

HUB International is a privately held firm and does not release financial information publicly. We keep formal annual financials that are audited by our independent audit partner each year. In 2018, HUB International's revenues were over \$2 Billion and we managed over \$14 Billion in insurance premiums. HUB International continues to manage its own operations under the HUB International umbrella of companies and remains financially solvent, growing steadily and overall remaining financially stable. We do not foresee any reasons or conditions that would impede HUB International's ability to complete the scope of work outlines in this RFP.

5. The same information must be provided for any associate firm or sub-consultant

HUB International will not require a sub-consultant to meet the requirements outlined in this RFP.

TAB B – Company Operational Information

- 1. Client History – Describe whether your firm (or any firm previously affiliated with your firm) has ever undergone an investigation by an outside agency pursuant to the filing of claims and describe the outcome of the investigation including ramifications to your firm or your firm’s client cities.**

HUB International Texas Inc., or any of our previously affiliated firms, have ever undergone an investigation by an outside agency pursuant to the filing of claims.

- 2. Describe whether your firm has ever lost an account due to concerns of improper billing practices, accusations or clients concerns of fraud as defined by applicable Federal or State Authorities.**

HUB International Texas Inc. has never lost an account due to concerns of improper billing practices, accusations or clients concerns of fraud as defined by applicable Federal or State Authorities.

- 3. Describe, in detail, whether your firm has ever lost an account due to breach of contract, or incurred any unfavorable contractual outcomes (to include any terminations, etc.)**

Hub International Texas has not failed to complete a contract. We have, however, lost clients due to changes in leadership. Please see below for two former client references.



City of McKinney

Tadd Phillips (Now with Georgetown)
HR Director
(512) 930-2504
Health & Welfare Benefits Consulting
2013-2015



City of Keller

Carolyn Nivens (Now Retired)
Director of Administrative
Cnhr55@verizon.net (phone unknown)
Health & Welfare Benefits Consulting
2016-2019

TAB C – Rates, Fees, and Expenses

1. Provide a detailed fee schedule for services related to the scope of work identified in this RFP.

HUB International (HUB), proposes a flat fee of \$79,500 with a two year guarantee, and a 2% increase on the third year of service for the scope of work as outlined. HUB would agree to an optional 4th and 5th year renewal at no increase as part of this agreement.

2. Identify and list all special services and identity charges, particularly disclosure requirements

ThinkHR: Advisory Services when you need it (included no-cost)

Many organizations are facing a growing knowledge gap when it comes to understanding the complexities of federal and state regulations. When a Human Resource question arises, an accurate answer is often needed right away. We are committed to helping you reduce risk and liability as well as save time and resources.

Our partnership with ThinkHR, the leader in live HR support, provides you with a comprehensive value add platform of web-based services, including access to —live HR consultants (where permitted by state regulations). As a supplement to HUB's in-house compliance resources, ThinkHR provides an expert resource on a wide range of HR issues, including:

- State law issues – typically leave or payroll related employer obligations
- FMLA and other leave of absence questions
- Wage & Hour/Equal Pay Act
- Discrimination – EEO, ADA
- Statutory Compliance
- Workers' Compensation
- Safety
- Policy & Procedure
- Employee behavior and relations

HRconnection™ (included no-cost)

A complete online employee self-serve tool, HRconnection™ enables you to manage and communicate important company information in one secure and convenient location. Employees can access the system at any time from any computer with Internet access. The portal can be customized with your company logo and color palette and includes the following functionality:

- Supplies self-serve communication to employees including announcements, company policies, forms, and complete information about benefit plans.
- Enables employees to access their personal information and online benefit elections.
- Offers a customizable menu system and detailed benefits pages tailored to your company plans
- Allows employees to make benefits elections online
- Tracks employee time-off requests and holidays

ChooseWell Online(included no-cost)

HUB has created a proprietary employer-level website called ChooseWell Online that delivers the information and resources HR needs to implement a broad range of wellness strategies and programs. ChooseWell Online is 100% free to our clients and provides turn-key resources in the following areas:

- Getting Started with Wellness includes an annual planning calendar, gaining leadership support, and a guide on starting a wellness committee
- Data Collection and Evaluation includes sample surveys, environmental assessments, and case studies
- Over 30 turn-key Awareness Campaigns and easy-to-administer Wellness Challenges
- Program Planning Tools and Guidance including sample program policies, a wellness program and compliance checklist, incentive designs and budgeting calculators, guides on how to deploy a successful health fair or flu shot event, and more
- Employee Communication Pieces including unique monthly newsletters, tip sheets, posters and flyers

Many clients have benefitted by using ChooseWell Online to both design their own wellness programming (for example, through a wellness committee) and/or supplement their partnership with a wellness vendor (for example, conducting an environmental assessment).

HR 360 (included no-cost)

The City of Galveston's administration will have access to HR360 which includes an on-line library of HR/Benefits information, model forms/policies/checklists, Sample employee handbooks, news, links and resources.

Benefit Connector (optional \$4.50 per employee per month)

Our Benefits & HR Administration Service, powered by Benefit Connector™, is an electronic system that “communicates” with payroll to keep track of enrollment and eligibility. Benefit Connector can also provide a monthly data feed to the carriers for eligibility purposes. This program includes:

- Year Round On-Line Enrollment
- Documents library for Benefits Guide and Carrier SBCs
- EDI Connection Feed to Carriers
- Aggregated Billing for all Plans
- Full Service Cobra Administration

TAB E – References

1. Provide references for similarly successful projects from five (5) governmental agencies. For each reference, include the dates of service, name of the agency, contact name, telephone and email address. Firms may use the form provided in Appendix A.I.5. References or may utilize their own format.

Reference: City of Richardson, TX – 1,039 Employees
Location: Richardson, Texas
Length of Service: 2011 to Present
Contact: Jose Moreno
 Jose.moreno@cor.gov
 972-744-4002
Services Provided: Health and Welfare Benefits Consulting



Reference: City of Wichita Falls, TX – 1,241 Employees
Location: Wichita Falls, Texas
Length of Service: 2010 to Present
Contact: Christie Klyn
 Christi.Klyn@wichitafallstx.gov
 940-761-7633
Services Provided: Health and Welfare Benefits Consulting



Reference: City of Sugar Land, TX – 713 Employees
Location: Sugar Land, Texas
Length of Service: 2014 to Present
Contact: Paula Kutchka
 pkutchka@sugarlandtx.gov
 281-275-2735
Services Provided: Health and Welfare Benefits Consulting



Reference: City of Longview, TX – 750 Employees
Location: Lewisville, Texas
Length of Service: 2017 to Present
Contact: Mary Ann Miller
 mmiller@longviewtexas.gov
 903-237-1014
Services Provided: Health and Welfare Benefits Consulting



Reference: City of Pearland, TX – 650 Employees
Location: Pearland, Texas
Length of Service: 2009 to Present
Contact: Michelle Graham
 mgraham@pearlandtx.gov
 281-652-1600
Services Provided: Health and Welfare Benefits Consulting



TAB F – Consultant Qualifications Questionnaire

The City is interested in entering into a relationship with a benefits consultant who is able to maximize the value of the health benefit plan. This will require a consultant who is experienced with cities in Texas and/or other public entities, and who is available and accessible to the staff. To assist in the evaluation of qualifications, please answer the following questions:

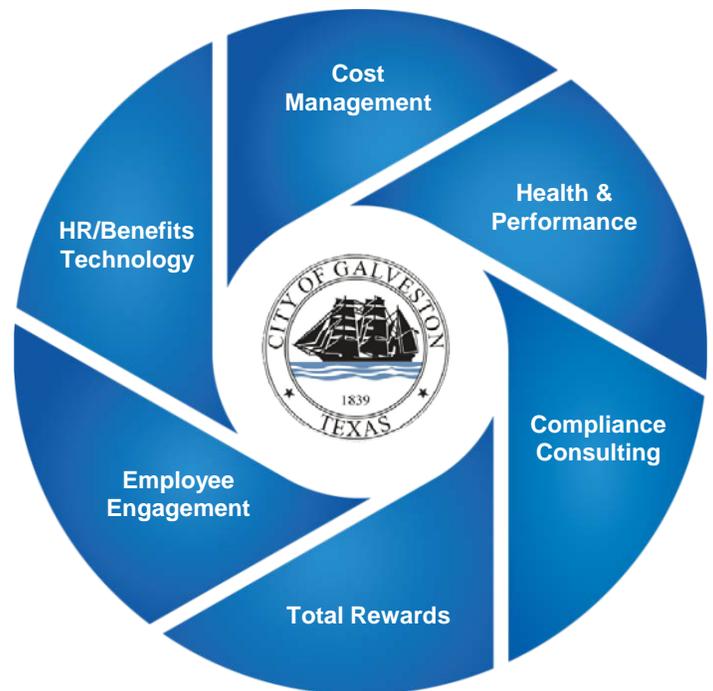
1. Explain what separates your company from its competitors and what specifically qualifies you to be a consultant for the City.

As a leading broker and advisor for Employee Benefits, HUB International partners with you to create a customized, multi-year strategic plan with the detailed action steps you need to achieve your objectives. As a broker, we leverage our relationships to get you the best deal and reduce your costs short-term. As a benefits consultant, we work with you to create a long-term strategy that manages your plan costs, ensures compliance and improves your employees' health and productivity. HUB International will not be taking an exceptions to the specifications of this RFQ.

Our approach to employee benefits transforms the insurance purchasing pattern from annual and episodic to a long-term strategic decision. We guide employers from merely treating disease to improving population health and wellbeing. We empower clients with the ability to move from managing insurance as an expense to optimizing their investment. The lasting result—lower premium costs.

Our focus is to be the City's one partner who makes benefits work. To that end, your account team has a passion for exceeding our client's expectations and will work with the City of Galveston on the following:

- **Build a Strategic Benefits Plan to Optimize your Benefits Spend** - Although planning seems to be a very basic cornerstone in every facet of business, most organizations don't do it when it comes to their benefits. We will help construct a multi-year strategic blueprint to clearly define the strategies driving the desired results ensuring as you continue to grow domestically and internationally.
- **Streamline Benefits Technology** - Our team of Benefits Technology leaders work with you to identify technology solutions that are intelligent, automated and configurable to meet your specific needs.



- **Offload Tactical Administration** - Like most organizations, you are being asked to do more with less. We shift the tactical burden of benefits administration away from your team so they can focus on critical business issues. We accomplish this through implementing our benefits administration system, *Benefit Connector*™, designing and printing engaging communication and educational materials, resolving administrative and claims issues with carriers, and ensuring you stay in legal and regulatory compliance.
- **Create a Culture of Health** - Improving the health of your employees yields results in both cost management and productivity. Most programs fail because employers don't have the resources to dedicate to the Wellness initiative. HUB's Health & Performance team is unmatched and allows us to design and implement results-focused programs that are tied to risk reduction goals (and we have the data to prove it).
- **Ensure Compliance** - With today's complex regulatory environment, staying on top of the most recent Health Care Reform requirements and state mandates can be a daunting. Have you done your analysis to ensure your plans meet affordability and minimum value PPACA requirements? How do you stay informed of changing regulations? HUB's dedicated compliance team monitors the latest legislation, interprets its meaning, and most importantly will discuss what it means to you. We help our clients stay in compliance and avoid potential infractions and penalties.

HUB provides large self-insured public entities across the state with consulting expertise and resources available not only for public sector clients but also large private sector clients with national / international operations. We have over 14,000 clients including 70 public entity clients in Texas alone. We have built a comprehensive set of consulting services to handle all of your risk management needs including Health and Welfare Benefits, Retiree Benefits, Property and Casualty, Workers Compensation, HR Consulting, Technology Consulting to name a few. In regard to Health and Welfare Benefits, we will be able to accommodate the consulting scope of services as outlined in the proposal. Below lists a sampling of the types of services we provide for our large self-insured public entities.

RFP Services

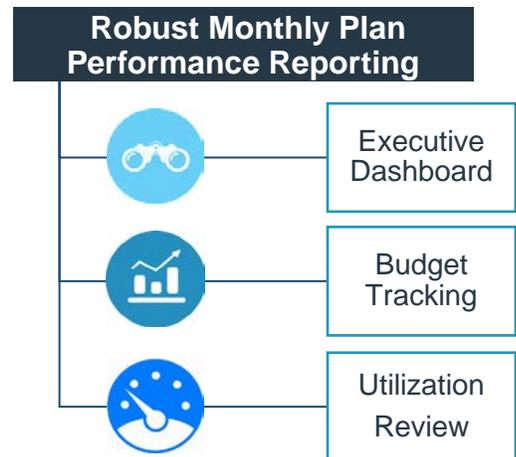
- RFP Drafting, Release and Support Services
- Comprehensive Cost / Benefit Analysis
- Medical Network Disruption and Repricing
- Pharmacy Network Formulary Disruption
- Reinsurance Analysis and Retention Level Recommendations
- Contract Review and Comparisons
- Performance Guarantee and Rate Guarantee Analysis
- Vendor Scoring
- Finalist Meetings and Negotiations
- Report and Recommendations
- Full Support Implementation

Account Management

- Liaison between City of Galveston and Carriers
- Coordinate benefits communication strategy and materials
- Handle escalated employee issues with vendors, claims, etc.
- Conduct employee surveys
- Assist with carrier billing inquiries
- Implement new / renewing contracts
- Provide industry updates, newsletters, white papers
- Conduct ongoing meetings to monitor client satisfaction
- Conduct claim / premium audits as needed
- Review plan documents and contracts

Analytics

- Benchmarking: Industry / Size / Geography Specific
- Monthly Claim Reporting / Quarterly Claim Analysis
- Data Warehouse – Artemis System
- In-house Actuarial Services
- Utilization Reporting and Trend Identification
- Employee Contribution Analysis and Modeling
- Plan Modeling
- Risk Retention Review
- Plan Cost Forecasts
- Budget Development
- IBNR Reserve Analysis
- COBRA Rates
- Network Reviews
- Affordable Care Act Impact Analysis and Projections



Administrative Services (Available at Additional Cost)

- Online, self-service enrollment
- Payroll / Carrier Feeds
- HR Portal and Billing Reports
- Employee Advocate Hotline call center

Compliance Services

- Compliance Audit and Checklist
- Legislation Updates
- Webinars & Training
- In-House ERISA attorneys
- Federal Annual Notices
- Custom Compliance Calendars
- Onsite HIPAA Training
- Provide WRAP document

Pharmacy Consulting

- An extensive array of PBM options is available to lower your drug costs and improve your benefits.
- Analysis of your current contract and assistance in conducting an RFP
- Model plan costs
- Access to national networks and significant discounts
- Ability to procure contractual guaranteed discount and rebate provisions

Health & Performance

- Wellness consulting – current program review/recommendations
- Health and Wellness Clinics
- Wellness education
- Vendor review and management
- Data collection management and reports
- Dashboard implementation/tracking
- Targeted health management
- ChooseWell online portal

- 2. Disclose your past and present financial relationship to any and all insurance companies, Third Party Administrators (TPA), and/or any other providers of services similar to the ones you may provide for the City of Galveston. Be specific relating to the disclosure of types of income commissions, fees, and/ or overrides.**

HUB is a privately held brokerage and is not affiliated with any insurance company, third party administrative service agencies, or provider networks. We are completely carrier/vendor agnostic and strive to match the right carrier/vendor that will support our client's strategy and achieve the objectives established.

- 3. What types of services do you provide to self-funded health plan clients? Be specific relating to areas of expertise, and the duties you perform(ed).**

Each client has a dedicated team assigned to meet their needs with regard to employee benefits in a self-funded plan environment. These allow us to deliver strategy, analytics, innovation and benchmarking to our customers. HUB International has nationwide alliances with multiple strategic partners that leverage our size and purchasing power to benefit you.

HUB provides monthly reporting related to the self-funded medical plan, this tracks the fixed cost for plan administration and stop loss reinsurance as well as medical and prescription claims. We meet with our clients quarterly to review plan performance and utilization trends. At budget time HUB prepares a cost estimate for the next plan year with the Human Resources and Finance departments. We coordinate with Purchasing to facilitate the annual request for proposal for stop loss reinsurance for the plan.

HUB utilizes the Artemis Analytics Platform which will be set up to receive monthly feeds of Medical, Pharmacy and Utilization data for the City of Galveston. Artemis audits and identifies areas of actionable areas over spend. Findings from our assessment are used to design plans and benefits structures that comply with best practices. The Artemis Platform empowers HUB clients with out-of-the-box reporting or custom deep dives, allowing the City of Galveston to make impactful changes to their benefits strategies. Artemis provides a holistic view of all benefits programs and initiatives, allows comparison and correlation across data feeds, and enhances data with proprietary models to show real-world impact. Additionally, the Platform enables cohort analyses, ROI calculations, visualizations, sharing, and more.

4. Describe which of the following services you have provided to your clients as well as the most significant findings of each.

- **Claims audits of a TPA or insurance company for a self-funded health plan.**

HUB recommends a complete claims and operations audit for our partial self-insured clients at least every three years in order to monitor plan performance. We work with preferred audit vendors specializing in both medical and pharmacy claims payments to ensure performance guarantees are met. Following recent audits of Aetna, BCBS, Cigna and UHC to review accuracy and performance standards versus plan performance guarantees there hasn't been a remarkable discovery of note although performance penalties were discovered that may have otherwise been overlooked.

- **Deployment of specialized Disease Management Programs/Wellness Programs.**

Organizations focused on wellness as a strategic initiative have healthier employees and a more efficient, effective company. HUB has more than a decade of experience in developing strategies and implementing programs for the small-to middle-market employer, so you can trust our expertise. Our proven wellness and health management solutions create a shift in corporate culture—it's no longer just about managing disease, but supporting holistic wellbeing.

HUB differs from firms that only use a biometric model. We feel that exclusive use of this model narrowly identifies cardiovascular risk factors and attempts to tie those risks to medical costs. Instead, we take a broader view to recognize the root cause of poor health and wellbeing. With attention to significant factors like the environment, workplace policies/practices, social norms, and other lifestyle aspects, our strategies go beyond impacting just medical costs. By combining research and expertise, we set your program up for success across multiple metrics. The results: increased productivity, improved morale, improved retention, and a measurable value on investment, which often includes better control of health insurance trend.

Clients receive tangible value from HUB's Health and Performance team. With competitor brokers, an account executive might also serve as wellness consultant. At HUB, we believe you deserve our undivided attention—and our 20-plus dedicated full-time H&P specialists are 100% focused on your corporate wellness. HUB consultants direct clients through a phased,

multi-year roadmap designed to optimize corporate wellness by emphasizing awareness, participation, engagement, and accountability. In subsequent years, our focus could advance to increased clinical intervention and integrated disease management protocols.

We have an exceptional reputation with wellness vendors and medical carriers, and we work closely with each to stay on top of the latest trends. As innovators, we constantly work to enhance your overall strategy year after year. Our consulting and compliance teams ensure that our clients' wellness programs are compliant with ACA, EEOC, ADA, and GINA. HUB understands these regulatory complexities and partners with clients to ensure compliance in both program and incentive design. Our H&P team has been abundantly successful in accomplishing this, as our wellness programs have garnered local and national awards for our clients.

- **Establishment and negotiation of local direct provider contracts for specific health related services.**

HUB International will explore possibilities of direct contracting for health plan services on the behalf of the City of Galveston. We have implemented direct contracts for primary, specialty, lab / imaging, inpatient, outpatient and pharmaceutical care for our client. As part of our discovery phase we will outline potential opportunities for direct contracting based on data analytics.

HUB created a direct contracting relationship with UTMB and League City from 2017-2019 in order to replace the City's clinic contract with CareHere. CareHere had been greatly under performing in service and cost were not meeting budget standards. The immediate opportunity for access and the matching local footprint of UTMB in League City and surrounding areas made this a community relationship that made sense.

5. Identify the number and types of RFPs you have completed in the past 12 months for cities or public entities. Provide at least one real example of savings realized as a result of a single RFP.

HUB has released over 48 RFPs for our public entities over the past 12 months, including but not limited to both fully insured and self-insured medical, Stop Loss, Wellness, Disease Management Network, Savings Account Administration, Health Clinic, Accountable Care Organization, Direct Contracts, Dental, Vision, EAP Life and Disability, Pharmacy Benefit Management, and Healthcare Advocate Service.

Recently, HUB International saved one of our clients over \$786,169 dollars through an RFP for TPA, Network and PBM services. TPA fees were reduced by \$89,911, improved AWP discounts on pharmacy pricing estimated savings of \$567,384 and increased pharmacy rebates of \$128,874.

6. Identify three of your most significant accomplishments on behalf of a municipal organization or similar city in Texas. For each accomplishment, please include a client or former client's name and telephone number who can confirm each claim.

City of League City, Texas - We have saved the City over \$1,490,000 dollars in negotiated contract savings through a competitive RFP in 2019. These savings were prior to any plan design changes being made. Improved network discounts estimated at \$933,00, improved AWP discounts on pharmacy pricing estimated savings of \$260,000 and increased pharmacy rebates of \$297,000.

Janet Shirley – HR Director – (281) 554-1014

City of La Porte, Texas - We have saved the City over \$869,000 dollars in negotiated contract savings through a competitive RFP in 2019. These savings were prior to any plan design changes being made. TPA fees were reduced by \$32,000, improved AWP discounts on pharmacy pricing estimated savings of \$412,000 and increased pharmacy rebates of \$425,000..

Matt Hartlieb – HR Director – (281) 470-5025

Brazoria County, Texas – HUB International saved the County over \$786,169 dollars through an RFP for TPA, Network and PBM services. TPA fees were reduced by \$89,911, improved AWP discounts on pharmacy pricing estimated savings of \$567,384 and increased pharmacy rebates of \$128,874.

Holly Fox – HR Director – (979) 864-1797

TAB G – Required Documents and Addenda

- 1. Include all forms requiring signature, or completion, and issued addenda in this section. The pages of the RFP indicated in Appendix A should also be in this section.**

Appendix A – Proposal Document

Submittal Checklist: (To determine validity of Proposal)

X Appendix A (pages 9 through 18) must be included in the submittal.

X Appendix B – G (pages 20 through 26) all forms must be complete and included in the submittal.

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:

Appendix B – Conflict of Interest

Appendix E – Nepotism Statement

Appendix C – House Bill 89 Verification

Appendix F – Non-Collusion Statement

Appendix D – Property Tax Statement

Appendix G – Certification Regarding Debarment

X Appendix J (pages 28 through 35) must be included in the submittal.

All Proposals delivered to the City of Galveston shall include this page with the submittal.			
RFP Number:	20-16		
Project Title:	Health Benefits Consultant		
Submittal Deadline:	Wednesday, June 3, 2020 @ 2:00 p.m. CST		
Submit in person: City of Galveston Purchasing Division, 823 Rosenberg St., Room 300, Galveston, Texas 77550 or by mail: City of Galveston Purchasing Division, PO Box 779, Galveston, Texas 77553			
Proposer Information:			
Proposer's Legal Name:	HUB International Texas, Inc		
Address:	10000 North Central Expressway, Suite 1100.		
City, State & Zip	Dallas TX 75231		
Federal Employers Identification Number #	75-1473193		
Phone Number:	214-443-2400	Fax Number:	
E-Mail Address:	brent.weegar@hubinternational.com		
Proposer Authorization			
I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Offeror.			
Printed Name and Position of Authorized Representative: <u>Brent Weegar</u>			
Signature of Authorized Representative:			
Signed this <u>26</u> (day) of <u>May</u> (month), <u>2020</u> (year)			

Appendix A – Proposal Document (continued)

I. *REQUIRED PROPOSAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION*

1. Proposed Products and/or Services

- A. Product or Service Description: Proposers should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix J. Promotional literature, brochures, or other technical information may be used.
- B. Material Safety Data Sheets (MSDS): If applicable, the successful Proposer shall provide the City with applicable MSDS documentation as required by applicable laws and regulations.
- C. Guarantees and Warranties: Each Proposer shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Proposer with the Proposal submitted.
- D. Project Schedule/Delivery Date: Proposer must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the ITB. The Proposal Document must show the number of days required to deliver and install the product or equipment after the receipt of the City’s Purchase Order.

2. Cost of Proposed Products and/or Services

- A. Pricing: Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Schedule of Pricing: Proposer shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format:

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
RFP 20-16	1	Health Benefits Consultant	\$ 79,500	\$
			\$	\$
			\$	\$
		TOTAL ALL LINE ITEMS	\$ 79,500	\$

3. Term of Contract and Option to Extend:

Any contract resulting from this RFP shall be effective for three (3) years upon execution by the City of Galveston. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

- A. Option Clause: It is agreed that City will have the option to extend the contract for up to two (2) additional years, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor’s past performance is not within the industry standard.

- B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor’s cost, not profits.

Vendors shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

- C. Price Increases Upon Extension: If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be two percent (2%) per year. The City of Galveston will not accept, or agree, to any escalation clause higher than two percent (2%) per year. If an escalation clause of greater than the maximum allowed by the City, as stated previously, is inserted in the blanks below, the City will consider that the amount of escalation is 0%. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor’s rates. City cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation. The escalation time frame will be determined by the City’s Fiscal Year which begins in October and ends the following September. (example: FY 2017 October 1, 2016 – September 30, 2017)

FIRST ADDITIONAL YEAR (FY 2024) ESCALATION 2 %
SECOND ADDITIONAL YEAR (FY 2025) ESCALATION 0 %

4. Proposer’s Experience / Staff

- A. Project Team: Identify all members of the Proposer’s team (including both team members and management) who will be providing any services proposed and include information which details their experience.
- B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.
- C. Business Establishment: State the number of years the Proposer’s business has been established and operating. If Proposer’s business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years’ experience the business has: 22 ; **and the number of employees:** 252 .

D. Project Related Experience: All Proposals must include detailed information that details the Proposer's experience and expertise in providing the requested services that demonstrates the Proposer's ability to logically plan and complete the requested project.

5. References – This section is required.

Proposer shall provide five (5) references where Proposer has performed similar to or the same types of services as described herein. Proposer shall provide references not affiliated with the City of Galveston, or any of its employees.

Reference #1:

Client / Company Name: City of Wichita Falls	
Contact Name: Christie Klyn	Contact Title: Director of Human Resources
Phone: 940-761-7633	Email: christi.klyn@wichitafallstx.gov
Date and Scope of Services Provided: Health and Benefits Consulting	

Reference #2:

Client / Company Name: City of Longview	
Contact Name: Mary Ann Miller	Contact Title: Director of Administration
Phone: 903-237-1014	Email: mmiller@longviewtexas.gov
Date and Scope of Services Provided: Health and Benefits Consulting	

Reference #3:

Client / Company Name: City of Pearland	
Contact Name: Michelle Graham	Contact Title: HR Director
Phone: 281-652-1600	Email: mgraham@pearlandtx.gov
Date and Scope of Services Provided: Health and Benefits Consulting	

Reference #4:

Client / Company Name: City of Sugar Land	
Contact Name: Paula Kutchka	Contact Title: Director of Human Resources
Phone: 281-275-2735	Email: plutchka@sugarlandtx.gov
Date and Scope of Services Provided: Health and Benefits Consulting	

Reference #5:

Client / Company Name: City of Richardson	
Contact Name: Jose Moreno	Contact Title: Director of Human Resources
Phone: 972-744-4002	Email: jose.moreno@cor.gov
Date and Scope of Services Provided: Health and Benefits Consulting	

6. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This proposal ___ (does) ___ (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

7. Federal, State and/or Local Identification Information

- A. Centralized Master Bidders List registration number: _____.
- B. Prime contractor HUB / MWBE registration number: _____.
- C. An individual Proposer acting as a sole proprietor must also enter the Proposer’s Social Security Number: # _____ - _____ - _____.
- D. Dun and Bradstreet Number - Data Universal Numbering System (DUNS):
151545746_____.
- E. All vendors contracting with the City of Galveston may be required to register, or have an active registration with the System for Award Management (SAM.gov). Registration is free. The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds. Registration must be completed prior to contract award by City Council. Registering online is accomplished on the SAM website here: <https://www.sam.gov/portal/SAM/##11#1>.

8. Emergency Business Services Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor’s emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **purchasing@galvestontx.gov**.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed

using a City of Galveston procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: HUB International Texas, Inc

Contract #: RFP 20-16 Health Benefits Consultant

Description: Insurance brokerage

Primary Contact (Name): Julian Fontana

Primary Contact Phone Numbers: Home: _____ Cell: 469-391-9022

Secondary Contact (Name): Brent Weegar

Secondary Contact Phone Numbers: Home: _____ Cell: 214-443-2429

After Hours emergency opening fee, if applicable: \$ N/A

9. Cooperative Governmental Purchasing Notice

Other governmental entities maintaining inter-local agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this RFP from the successful Proposer. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Proposer and be responsible for ensuring full compliance with the RFP specifications. Prior to other governmental entities placing orders, the City will notify the successful Proposer of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

Yes, Others can purchase purchase.

No, Only the City can purchase.

II. ***CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:***

1. Delivery of Products and/or Services

- A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: accountspayable@galvestontx.gov. See Appendix H for ACH Payment Information, if you elect to receive your payments according to Appendix H, fill out the form and return with your documents.

- B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.
- D. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Proposer. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Proposer at no additional cost to the City.
- E. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.
- F. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.
- G. Liquidated Damages: This section left intentionally blank.
- H. Change Orders: per Texas Local Government Code Sec. 252.048. CHANGE ORDERS.
- (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.
- (b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.
- (c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.

(c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of \$100,000 or less, or a lesser amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.

(d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

2. Miscellaneous

- A. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer-employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Purchasing Supervisor. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Liens: Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. Gratuities / Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- E. Financial Participation: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Proposer certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.
- H. Authority to Enter Contract – City: The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include "approved as to form" and be signed by the City Attorney before the City Manager will execute the contract. Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City's Legal Department prior to being signed by the City Manager, (City's authorized representative).

- I. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.
- J. Non-Discrimination: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin. (3) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

3. Financial Responsibility Provisions

- A. Insurance: The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Services, Appendix J) as City may require, naming the City of Galveston as the additional insured:
 - i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
 - ii. Commercial General Liability insurance for at least One Million Dollars (\$1,000,000) on a per occurrence basis, with a Two Million (\$2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;
 - iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;
 - iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Services.

Insurance coverage shall be on an "occurrence basis"

- B. **Indemnification:** In Accordance with State Law, the contractor agrees to indemnify, save, and hold harmless the City of Galveston, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgements, or liabilities, for personal injury, death, or property damage resulting from the acts or omissions of anyone under the contractor's supervision or control.

In the event of any cause of action or claim asserted by a party to this agreement or any third party, the City will provide the contractor with timely notice of such claim, dispute or notice. Thereafter, the contractor shall at its own expense, faithfully and completely defend and protect the City against any and all liabilities arising from this claim, cause of action, or notice.

- i. Indemnity for Intellectual Property: Proposer hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Proposer agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.
- C. **Bond Requirements:** If applicable, per the Scope of Work, prior to the commencement of work on this Project, Offeror shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, unless otherwise stated below:
- i. Bid bonds are required for bids over \$25,000.00 in the amount of 5% of the total bid amount. This must be issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, or a Cashier's Check.
 - ii. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
 - iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and
 - iv. A maintenance bond insuring full and prompt maintenance, repair and/or replacement of the goods to be provided by Bidder for a period of two years from date of acceptance by the City.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

N/A

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

**OFFICE
USE
ONLY**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

Date Received

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1. Name of person who has a business relationship with local governmental entity.

2. Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

_____ Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
 Yes No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
 Yes No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
 Yes No
- D. Describe each employment or business relationship with the local government officer named in this section.

4. 

 Signature of person doing business with the governmental entity

05-26-2020

 Date

Adopted 06-29-2007

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix C - House Bill 89 Verification

Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*
3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.*

I, Brent Weegar (Person name), the undersigned representative of (Company or Business Name) HUB International Texas, Inc. (hereinafter referred to as Company)

being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

- a. **Does not boycott Israel currently; and**
- b. **Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Galveston, Texas.**

05/26/2020
DATE


SIGNATURE OF COMPANY REPRESENTATIVE

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix D – Property Tax Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR BID OR PROPOSAL "NON-RESPONSIVE."

The City of Galveston, Texas has adopted the following policy:

The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

I do not owe the City property taxes that are delinquent.

I owe City property taxes that are delinquent on property located at

Brent Weegar
Proposer's Printed or Typed Name


Proposer's Signature

05/26/2020
Date

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix E – Nepotism Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR BID OR PROPOSAL “NON-RESPONSIVE.”

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Proposer or Bidder is an individual:

_____ I am not related by blood or marriage to any official or employee of the City of Galveston

_____ I am related by blood or marriage to the following official(s) or employee(s) of the City of Galveston

Name and title of City Official

Or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

The officers of the company submitting this bid or proposal are not related by blood or marriage to any official or employee of the City of Galveston.

_____ The officers of the company submitting this Proposal are related by blood or marriage to the following official(s) or employee(s) of the City of Galveston.

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix F – Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS PROPOSAL IN COLLUSION WITH ANY OTHER PROPOSER, AND THAT THE CONTENTS OF THIS PROPOSAL AS TO PRICES, TERMS OR CONDITIONS OF SAID PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS PROPOSAL.

VENDOR HUB International Texas, Inc

ADDRESS 10000 North Central Expressway, Suite 1100. Dallas TX 75231

PHONE 214-443-2400

FAX _____

PROPOSER (SIGNATURE) 

PROPOSER (PRINTED NAME) Brent Weegar

POSITION WITH COMPANY Senior Vice President, Public Sector Practice Leader

SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS PROPOSAL 

COMPANY OFFICIAL (PRINTED NAME) Brent Weegar

OFFICIAL POSITION Senior Vice President, Public Sector Practice Leader

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

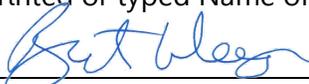
Appendix G – Document 00435
The City of Galveston, Texas

PROPOSER’S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Proposer agrees that by submitting this proposal that Proposer will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

Brent Weegar
(Printed or typed Name of Signatory)


(Signature)

05-26-2020
(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.



ACH Payment Agreement Form

Authorization Agreement

I hereby authorize the City of Galveston to initiate ACH deposits to my account at the financial institution named below.

Further, I agree not to hold the City of Galveston responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution, or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until the City of Galveston receives a written notice of cancellation from me or my financial institution, or until I submit a new ACH Payment Agreement Form to the City of Galveston Finance Department.

Account Information

Name of Financial Institution: _____

Financial Institute Address: _____

Routing Number: _____

Account Number: _____

SWIFT Code: (if applicable) _____

Executed agreement must include a confirmation of the banking information from an Authorized Bank Official on bank letterhead with the Authorized Bank Official's business card.

Signature

Company Name: _____

Authorized Signature: _____

Printed Name: _____ Title: _____

Contact Phone Number: _____ Date: _____

FOR CITY USE ONLY:

Verified by: _____ Date Verified: _____

THIS FORM IS OPTIONAL; IT CAN BE RETURNED WITH FIRST INVOICE AFTER AWARD.

Appendix J – Scope of Services

1. Project Title: RFP 20-16 Health Benefits Consultant.

2. Scope of Services Contact

Questions about the technical nature of the Scope of Services will be directed to the **Purchasing Division**, Phone. 409.797.3579, e-mail: purchasing@galvestontx.gov.

3. Special Conditions

There are no bonding requirements for this solicitation.

Proposal submittals must be uploaded to the City’s online electronic submission portal here: [Click Here to Upload Submittal](#).

4. Proposal Evaluation Factors

Emphasis	Factor
20	Qualifications & Experience
10	Company Operational Information
25	Rates, Fees, and Expenses
15	References
30	Consultant Qualifications Questionnaire

5. Brand Manufacture Reference

The City has determined that any manufacturer’s brand defined in the Scope of Services meets the City’s product and support need. The manufacturer’s reference is not intended to be restrictive, and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Proposal is fully noted with the manufacturer’s brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City’s product and support needs.

6. Key Events Schedule

Proposal Release Date	May 3, 2020
Deadline for Submittal of Written Questions	May 18, 2020 @ 2:00 p.m. CST
Sealed Proposals Due to and Opened by City	June 3, 2020 @ 2:00 p.m. CST
Anticipated Committee Evaluation Review Date	June 2020
Anticipated Award Date	June 2020

7. Scope of Services

1. Introduction:

The City of Galveston's Human Resources Department ("HR") and the Board of Trustees for the Health Benefits Plan (the "Board") is responsible for the administration of the City's self-funded health insurance plan and other associated benefits offered to eligible employees. Given the rapid changes in the healthcare environment, it is the goal of the City to select a single firm to provide consulting services as outlined in this RFP, thus ensuring member accessibility to a competitive and affordable (according to market standards) health benefit plan. Benefits as established under the health plan are extended to all eligible employees, retirees, and/or dependents of the City, Galveston Island Park Board, and Port of Galveston.

1.1. Clarification and Interpretation of RFP

1.1.1. The words "must" or "will" or "shall" in this RFP indicate mandatory requirements. Taking exception to any mandatory requirement will be grounds for rejection of the proposal.

1.1.2. The City desires to avoid any misunderstanding where it is assumed that a feature is included in the proposal and turns out to be an optional, extra cost feature. As such, any question answered with an indication of compliance will be considered included at no additional cost. Any service that is referred to in the body of this response (does not pertain to attachments and brochures) will be considered included in the basic offer.

1.2. Purpose

1.2.1. The purpose of this RFP is to provide minimum requirements, solicit proposals, and gain adequate information from which the City may evaluate the Proposer's products and services as they compare to other providers and as they pertain to the needs of the City's organization as defined in this document.

2. Background Information:

2.1. General Information About the City

2.1.1. The City of Galveston is a home-rule municipality with a Council / Manager form of government. The City offers a full range of municipal services to its citizens and visitors alike, including police and fire protection; animal control; water and sanitary sewer utilities; construction of streets, drainage, and other infrastructure; parks and recreational activities including a swimming pool and other facilities used for various cultural and civic activities. The City provides solid waste collection services and operates a "drop-off" recycling center. The Scholes International Airport, Municipal Court, and Island Transit are also operated by the City of Galveston.

2.2. General Information About the Health Plan

2.2.1. Currently, there are approximately 750 benefit-eligible employees and 19 retirees enrolled in the City's self-funded medical plan. Another 200 benefit-eligible employees from the Port of Galveston and the Galveston Island Park Board are also on the City's medical plan pursuant to separate Interlocal Agreements made in accordance with Chapter 791 of the Texas Government Code.

2.2.2. A Board of Trustees was created under Chapter 172 of the Local Government Code to manage the City's self-funded medical plan. The current "Insurance Plan Year," as established by the Board, coincides with the calendar year – January 1st to December 31st.

3. Scope of Work:

3.1. General

A list of service requirements and engagement responsibilities include the following:

- Serve the City as an advisor, which includes the preparation of the City's RFP for health plan design and content when necessary.
- Review, on an ongoing basis, the existing health benefit plan for competitiveness, appropriateness and overall acceptance by plan participants.
- Serve and assist the City in negotiating benefits provider contract(s) resulting from the review and recommendations noted above. Provide the City underwriting data and evaluation services to support contract modifications such as benefit differentials and funding options.
- Negotiate, when appropriate, long-term rate(s)/service guarantees designed to meet the service delivery and financial plan of the City.
- Assist the City in preparing periodic reports to the City Council, City Manager or Human Resources Director on the progress, applicability and overall performance of a specific plan benefit(s).
- Review utilization rates on a quarterly basis and evaluate each on the City's best option as it relates to self-funded or fully-funded plans.
- Assist the City with plan design changes, plan implementation strategies, plan design and/or benefits communications relating to coverage; integrating appropriate assignments of duties to vendors, while maintaining proper oversight/responsibilities.
- Review new or proposed administrative services provided by the City or outside vendor(s) to determine the most effective and efficient service delivery strategies.
- Assist the City with premium funding projections during its annual budget process. Review long term healthcare contribution philosophy and budgetary agenda and best strategies for applying identified resources to a meaningful long-term benefit package.
- Provide the City with overall plan management and quality assurance services including, but not limited to the following:
 - Periodic Plan Financial Reports
 - Renewal Analysis
 - Monitoring and Reporting market trends
 - Annual Financial Reports
 - Carrier Marketing and Negotiations
 - Legislative and Corporate Compliance Support
 - Administrative Functions
 - Board attendance as needed

4. Contract Terms and Conditions:

4.1. General

The selected firm shall be required to enter into a formal agreement acceptable to the City Attorney for a period of three (3) years with the option to renew for two (2) additional one (1) year periods. All rates/fees shall be fixed for the contract term.

4.2. Release

It is understood that any resulting contract executed will contain the following language:

The firm assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that

is caused by, alleged to be caused by, arising out of, or in connection with the firm's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the firm, or any third party.

4.3. Management

Should there be a change in ownership or management, the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and pricing. This contract is non-transferable by either party.

4.4. Insurance

The awarded vendor will be required to provide the City their certificate of insurance, meeting all of the City's requirements, within five (5) working days of award notification. Failure to provide the documentation within the required time frame may result in disqualification of award.

5. Instructions to Bidders:

5.1. General

This section outlines specific instructions for proposal submissions. **Proposers not adhering to these instructions shall be disqualified without further consideration.**

At the public opening, there will be no disclosure of contents to competing firms, and all proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the firm identifies as proprietary, all proposals will be open for public inspection after the contract award. All proposals become the property of the City of Galveston.

The City of Galveston requires comprehensive responses to every section within this RFP. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and will result in disqualifications. To facilitate the review of the responses, Firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain vendors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to arrange the proposal as requested may result in the disqualification of the proposal.

Proposals shall have 1" margins and be single-sided, single spaced, using Times New Roman 12-point font. *It is requested that proposals be limited to no more than 50 pages, excluding resumes and any sample documents.* All pages of the proposals must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

5.2. TAB A – Qualifications and Experience

5.2.1. Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the core management team which will undertake this engagement.

5.2.2. Identify the project manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications and licenses (General Lines Agent for Life and Health), etc.

- 5.2.3. Describe the experience of the firm in the last thirty-six (36) months in performing consulting services in similar size and scope.
- 5.2.4. Provide a copy of latest audited Annual Financial Report.
- 5.2.5. The same information must be provided for any associate firm or sub-consultant.

5.3. TAB B – Company Operational Information

- 5.3.1. Client History – Describe whether your firm (or any firm previously affiliated with your firm) has ever undergone an investigation by an outside agency pursuant to the filing of claims and describe the outcome of the investigation including ramifications to your firm or your firm’s client cities.
- 5.3.2. Describe whether your firm has ever lost an account due to concerns of improper billing practices, accusations or clients concerns of fraud as defined by applicable Federal or State Authorities.
- 5.3.3. Describe, in detail, whether your firm has ever lost an account due to breach of contract, or incurred any unfavorable contractual outcomes (to include any terminations, etc.)

5.4. TAB C – Rates, Fees and Expenses

- 5.4.1. Provide a detailed fee schedule for services related to the scope of work identified in this RFP.
- 5.4.2. Identify and list all special services and identify charges, particularly disclosure requirements.

5.5. TAB E – References

- 5.5.1. Provide references for similarly successful projects from five (5) governmental agencies. For each reference, include the dates of service, name of the agency, contact name, telephone and email address. Firms may use the form provided in Appendix A.I.5. References may utilize their own format.

5.6. TAB F – Consultant Qualifications Questionnaire

The City is interested in entering into a relationship with a benefits consultant who is able to maximize the value of the health benefit plan. This will require a consultant who is experienced with cities in Texas and/or other public entities, and who is available and accessible to the staff. To assist in the evaluation of qualifications, please answer the following questions:

- 5.6.1. Explain what separates your company from its competitors and what specifically qualifies you to be a consultant for the City.
- 5.6.2. Disclose your past and present financial relationship to any and all insurance companies, Third Party Administrators (TPA), and/or any other providers of services similar to the ones you may provide for the City of Galveston. Be specific relating to the disclosure of types of income commissions, fees, and/ or overrides.
- 5.6.3. What types of services do you provide to self-funded health plan clients? Be specific relating to areas of expertise, and the duties you perform(ed).
- 5.6.4. Describe which of the following services you have provided to your clients as well as the most significant findings of each.
 - Claims audits of a TPA or insurance company for a self-funded health plan.
 - Deployment of specialized Disease Management Programs/Wellness Programs.
 - Establishment and negotiation of local direct provider contracts for specific health related services.
- 5.6.5. Identify the number and types of RFPs you have completed in the past 12 months for cities or public entities. Provide at least one real example of savings realized as a result of a single RFP.

- 5.6.6. Identify three of your most significant accomplishments on behalf of a municipal organization or similar city in Texas. For each accomplishment, please include a client or former client's name and telephone number who can confirm each claim.

5.7. TAB G – Required Documents and Addenda

- 5.7.1. Include all forms requiring signature, or completion, and issued addenda in this section. The pages of the RFP indicated in Appendix A should also be included in this section.

6. Proposal Evaluation Process:

All proposals will be screened by an evaluation committee. The evaluation committee shall screen and rate all of the responses that are submitted. A sample evaluation form is included as Attachment A of the RFP. Proposers selected for a short list may be invited to attend an interview, at the proposers' own expense. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying proposer, and will not represent any decision on the part of the evaluation committee as to the selection of a successful proposer.

The City's process is as follows:

- 6.1. City staff shall recommend an evaluation committee which will be used to evaluate all proposals. The City will evaluate all proposals based on the following criteria:
 - 6.1.1. **Qualifications and Experience – 20%**
 - 6.1.2. **Company Operational Information – 10%**
 - 6.1.3. **Rates, Fees, and Expenses – 25%**
 - 6.1.4. **References – 15%**
 - 6.1.5. **Consultant Qualifications Questionnaire – 30%**
- 6.2. Once proposals are scored, the evaluation team will select finalists and decide whether interviews should be conducted. After interviews are performed, if needed, the evaluation team may request the finalists to submit a Best and Final Offer (BAFO).
- 6.3. Should negotiations be unsuccessful, the City shall enter into negotiations with the next, highest ranked vendor. The process shall continue until an agreement is reached with a qualified vendor.
- 6.4. This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to, and attending interviews.
- 6.5. The City reserves the right to negotiate the final fee prior to recommending any vendor for a contract.
- 6.6. The City reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the City's judgment as to the appropriateness of an award to the best evaluated proposer. This information may be appended to the proposal evaluation process results.



REQUEST FOR PROPOSAL _____
Month, XX, XXXX

RFP TITLE

EVALUATION MATRIX

**INSTRUCTIONS AND DIRECTIONS FOR COMPLETING
RFP EVALUATION MATRIX**

1. Complete "Proposer Name" by filling in the name of respondent being evaluated.
2. Each respondent is to be scored by the following scale:
 - 5 = Exceptional, exceeds and fully meets all requirements
 - 4 = Advantageous, exceeds some requirements
 - 3 = Meets minimal requirements
 - 2 = Addresses most of minimal requirements
 - 1 = Addresses part of minimal requirements
 - 0 = Unacceptable
3. Respondent scores are to be multiplied by the weight applied to each evaluation factor. The weight of each evaluation factor is listed on the evaluation matrix and listed within the "WEIGHT" column.
4. Extend the total of each score to the "SCORE TOTAL" column of the evaluation matrix for each evaluation factor.
5. After each evaluation factor has been scored and totaled, add the score of each evaluation factor to determine the overall "PROPOSER SCORE" for each respondent.
6. Pricing will be scored by Purchasing, or a non-committee member, and as follows: Pricing should be evaluated strictly on a formula based system with no margin for opinions. Purchasing or a non-committee member will score pricing or fees based on a simple formula. The lowest price proposed is divided by the current bid amount then multiplied by total maximum points. So if \$50,000 was the lowest for 25 points, it would look like $(50,000/50,000) \times 25 = 25$. If 65,000 was the second lowest bid..... $(50,000/65,000) \times 25 = 19.23$ points.

Evaluator Name: _____
(Printed)

Evaluator Signature: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Northeast Limited -NY 1065 Avenue of the Americas/ 5 Bryant Park New York NY 10018	CONTACT NAME: PHONE (A/C. No. Ext): 212-338-2000		FAX (A/C. No): 212-338-2100	
	E-MAIL ADDRESS:			
INSURED Hub International Texas Inc. Hub International Limited c/o Hub International N.E. Limited New York NY 10018	021071	INSURER(S) AFFORDING COVERAGE		
		INSURER A : Zurich American Insurance Company		NAIC # 16535
		INSURER B : Chubb Indemnity Insurance Company		12777
		INSURER C :		
		INSURER D :		
		INSURER E :		
INSURER F :				

COVERAGES

CERTIFICATE NUMBER: 1398540425

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GLO5472010-08	6/1/2020	6/1/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Host Liquor Liab.	\$ 1,000,000
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP5472012-08	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7175-19-47 - All State except CA 7176-35-33 - CA only	11/1/2019 11/1/2019	11/1/2020 11/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is included as additional insured under General Liability if required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Galveston 823 Rosenberg Galveston, Texas 77553	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGREEMENT BETWEEN
Boon-Chapman Benefit Administrators, Inc.

and

City of Galveston

The following is agreed between the parties:

• **CITY OF GALVESTON**

The City of Galveston will pay Boon-Chapman 100% of the claims administration fees calculated for the last month of the contract period for run-out claims processing during the three (3) month period following the termination of the administrative service agreement. These run-out fees will be payable for each month of the three (3) month run-out period and are due before run-out processing begins.

For any claims processed after the initial three (3) month run out period, the administration fee will be \$15.00 per claim processed with a monthly minimum of \$1,000. The client also agrees to pay medical review fees (when applicable) at invoice.

After the initial termination of services as of September 30, 2019, run-out services should discontinue as of close of business on September 30, 2020.

• **BOON-CHAPMAN**

Boon-Chapman will provide claims administration for City of Galveston medical claims through the end of run-out period agreed to at the time of termination, provided the claims were incurred on or before the last day of the contract period and Boon-Chapman receives them prior to last month of the agreed upon run-out period. In addition, Boon-Chapman will respond to calls from plan participants and providers regarding these claims.

This agreement will terminate when Boon-Chapman completes processing of the claims covered by the agreement.

Standard reporting, including but not limited to current census, accumulators and claims history may be provided (upon request) in our standard Excel format. Access to all systems will be terminated 90 days following the end of the agreed upon run-out period. For any special formatting requests or multiple submissions of data, we will provide a quote based on the time and complexities of the request.

Agreed to by:

Boon-Chapman Benefit Administrators, Inc.

Signature: _____

Name: SPACEY R. MINTON

Title: VP, ACCT MGMT

Date: 9/13/2019

City of Galveston

Signature: _____

Name: Daniel J. Buckley

Title: Deputy City Manager

Date: 9/13/19

APPROVED AS TO FORM:

Asst. City Attorney



City of Galveston

HUMAN RESOURCES DEPARTMENT

P. O. Box 779 | Galveston, TX 77553-0779
409.797.3650 (Office) | 409.356.4003 (Facsimile)

DATE: July 23, 2020

TO: Honorable Mayor and Members of City Council

FROM: Kent Etienne, Jr. – Executive Director

RE: Consider For Approval an increase to the Contract Amount for the Administration of Run-Out Health Insurance Claims through Boon-Chapman in the amount of \$10,000.00. The estimated increase will cover all administrative costs for the duration of the agreement for claims incurred through September 30, 2019.

I. BACKGROUND

- A. On August 12, 2019, the City of Galveston Health Benefits Plan Board unanimously selected BlueCross BlueShield of Texas (“BCBSTX”) as the Health Plan’s Third Party Administrator (“TPA”). BCBSTX began its administration as the new TPA on October 1, 2019.
- B. The City contracted with its former TPA Boon-Chapman to provide claims administration for the health plan for claims incurred through September 30, 2019. Boon-Chapman has routinely processed run-out claims in accordance with the established agreement.
- C. The City allocated a total of \$61,000.00 to ensure runout claims are process in accordance with the health plan document and the established agreement.

II. CURRENT SITUATION

The average number of claims processed during the runout period has exceeded the anticipated amount. While the number of claims are expected to decrease over the next several months, additional funding will be needed to ensure ongoing processing of runout claims during the fiscal year.

III. ISSUES

Whether to approve a recommendation for an increase to the contract amount for services related to the processing of run-out health insurance claims through September 30, 2020.

IV. ALTERNATIVES IN ORDER OF PRIORITY

- A. Alternative #1: Approve the recommendation.
- B. Alternative #2: Take no action. This options will likely result in the delay of payments to healthcare providers as well as cause issues for employees seeking services under the current health plan provisions.



City of Galveston

HUMAN RESOURCES DEPARTMENT

P. O. Box 779 | Galveston, TX 77553-0779
409.797.3650 (Office) | 409.356.4003 (Facsimile)

V. RECOMMENDATION

Concur with Alternative A: Approve an increase to the contract amount for services related to the processing of run-out health insurance claims through September 30, 2020.

VI. FISCAL NOTE

Cost: Estimated increase of \$10,000.00
Total Cost: Estimated \$71,000



Submitted to: City of Galveston

Guiding life-long learning through Enrichment, Engagement, Enlightenment and Empowerment.

Galveston College Continuing Education Department aspires to be an exemplar of continuing education for working professionals and lifelong learners in the Galveston region and a provide personal and career pathways to enrichment, engagement, enlightenment and empowerment for those seeking transformative learning experiences and employable credentials.

CONFIDENTIAL & PROPRIETARY INFORMATION: *The information contained in these materials constitutes confidential, proprietary business information and trade secrets that are and shall remain the sole property of Galveston College. By accepting these materials, you agree not to copy, disclose or distribute this information to any third party and not to use this information for any purpose other than to evaluate the proposed services.*

Summary of Training: Galveston College (GC) will provide the City of Galveston (COG) with and interface of professional development training for all COG employees. Training will be delivered via an online learning portal. GC will provide a menu of training available for employees of COG enroll in pending the approval from COG Human Resources. A link to these classes can be embedded on internal COG webpages. Employees will be able to select which courses they wish to attend and enroll in.

Implementation:

Pending approval by City Council, GC can begin this project immediately

Costs:

A detailed list of course costs are contained in the attached spreadsheet. Additional courses and offering may be added to the catalog at the approval of the Director of HR for COG. In most cases the costs are \$150 per person for Instructor lead courses and \$125 per person for self paced courses. Learning suites and certifications may cost more.

Attached is a pre-prepared Memorandum of Understanding should you wish to accept this proposal as written. Please do not hesitate to contact me should you have any questions.

Sincerely,

Dr. Rebecca Stout
Director of Continuing Education

Galveston College
4015 Avenue Q
Galveston, TX 77550
409-944-1344



Memorandum of Understanding

This Memorandum of Understanding executed by the Department of Continuing Education at Galveston College (GC) and the City of Galveston (COG) to provide training and instruction and a means of registering and selecting course options.

Specific Responsibilities of Galveston College:

- GC will give access to the GCPRO website to COG employees and allow them to search and register for courses pending HR approval
- GC will invite COG employees to attend other courses offered that may pertain to leadership, management, Skills development or Communication as warranted at the advertised price.
- If GC must cancel a course, a make-up class will be rescheduled
- GC will provide students with a Certificate of Completion at the end of each training course.
- GC will work with COG to add any specialized training courses not currently listed in the catalog as need arises and will make sure all expenditures are cleared with COG prior to employee enrollment.

Specific Responsibilities City of Galveston:

- COG staff will help promote and recruit students to attend and complete GCpro courses.
- COG staff will work with GC to identify any training needs that may arise in order to fine tune to selected training offerings to meet the current needs of the employees.
- COG staff will verify student eligibility to enroll in training in a timely manner.
- COG will classroom space for any on-site training.
- COG will pay GC upon receipt of Invoice.

It is mutually agreed that amendments may be made to this Memorandum of Understanding by mutual consent of the signatories.

For Galveston College: _____ Date: _____
Myles Shelton, Ed. D., President

For City of Galveston: _____ Date: _____
Brian Maxwell, City Manager



City of Galveston

HUMAN RESOURCES DEPARTMENT

P. O. Box 779 | Galveston, TX 77553-0779
409.797.3650 (Office) | 409.356.4003 (Facsimile)

DATE: July 23, 2020

TO: Honorable Mayor and Members of City Council

FROM: Kent Etienne, Jr. – Executive Director

RE: **Consider for approval a Memorandum of Understanding between the City of Galveston and Galveston College, Authorizing City employees to access training courses through the GCPRO virtual training center (K. Etienne).**

I. BACKGROUND

- A. In 2017, the City executed a memorandum of understanding (MOU) with Galveston College (GC), which established the Leadership pathway for City employees. Many employees have successfully completed courses 1 and 2 of the program.
- B. In 2019, a renewal of the MOU was approved, instituting the following courses:
 - i. Understanding the Human Resources Function: Managing Human Assets
 - ii. Public Administration: Leadership Vs. Management
 - iii. Leadership Transparency and Communication
- C. The Leadership pathway has served as the primary training platform for City employees. All identified courses align and embrace the full vision and mission of the City of Galveston.

II. CURRENT SITUATION

- A. The City of Galveston's Human Resources Department remains committed to offering educational course for employees and ensuring professional development opportunities are available.
- B. COVID-19 has irrefutably altered the way in which City Employees are able to conduct business, receive training, and provide services to others.
- C. To ensure compliance with established safety protocols during the COVID-19 pandemic, the City will need to transition from traditional classroom setting to a virtual training environment in order to fulfill the training needs of City Departments.
- D. The GCPRO training center will allow City Employees to continue earning continuing education credits and develop professionally in a virtual setting.

III. ISSUES

- A. Whether to approval a recommendation to execute the MOU between the City of Galveston and Galveston College, authorizing City employees to gain access to training courses through the GCPRO virtual training center.



City of Galveston

HUMAN RESOURCES DEPARTMENT

P. O. Box 779 | Galveston, TX 77553-0779
409.797.3650 (Office) | 409.356.4003 (Facsimile)

IV. ALTERNATIVES IN ORDER OF PRIORITY

- A. Alternative #1: Approve the recommendation.
- B. Alternative #2: Take no action.

V. RECOMMENDATION

Concur with Alternative A: Approve the recommendation to establish the MOU between the City of Galveston and Galveston College.

VI. FISCAL NOTE

Cost: \$150 per employee for Instructor lead courses
\$125 per person for self-paced courses



City of Galveston

DEPARTMENT OF PARKS AND RECREATION

2222 28TH Street Galveston Texas 77550
409-797-3700

June 17, 2020

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members

From: Mario Rabago, Director of Parks and Recreation

RE: Consider for Approval the Bid from Immaculate Painting and Construction to Build a 2,800 sq. ft. Outdoor Deck at the Lasker Park Pool. Authorizing the City Manager to Execute all Necessary Documents upon Final Approval by the City Attorney.

I. Background

- A. In April 2019 City Council approved an Economic Development Agreement in the amount of \$900,000 between the Industrial Development Corporation and the City of Galveston to repair, rehabilitate and enhance parks, playgrounds and recreational facilities. Parks Package #3.
- B. In 2019 Lasker Pool received 21,271 visitations. Amenities at the pool include a splash pool, lap pool, snack bar, and picnic tables.
- C. Staff has received several requests to rent pool space for private parties.
- D. Daily visitation during high season weekends averages 400 people. Space is limited during these times.
- E. 2020 COVID-19 Update - Lasker Pool opened March 6 and closed on March 13th. A phased re-opening plan began on June 3rd. The pool is currently operating under a limited occupancy plan.
- F. Lasker Pool receives IDC funding in the amount of \$400k annually to help pay for operating expenses.
- G. Staff has been tasked with seeking alternative revenue generating opportunities to increase pool revenues and potentially reduce the IDC contribution.
- H. Staff believes the addition of a pool deck for hosting private parties (after COVID-19 safety measures are lifted) will generate additional funding.
- I. The installation of a new pool deck to host private parties was listed as an IDC Parks Package #3 project.
- J. Staff advertised IRFB 20-IRFB-03 to solicit bids to build a 2,800 sq. ft. outdoor deck for Lasker Pool.
- K. Staff received a responsive bid from Immaculate Painting and Construction for the amount of \$42,387.89. Staff also received a bid from Ascend Projects LLC for the amount of \$116,458.00 and a response from Flamingo Gardens stating no interest in the IRFB because the “proposed project cost will exceed informal proposed budget”.





City of Galveston

DEPARTMENT OF PARKS AND RECREATION

2222 28TH Street Galveston Texas 77550

409-797-3700

II. Current Situation

- A. Staff is seeking alternative revenue generating programs for Lasker Pool and believes that the addition of a new pool deck to host private pool parties will generate additional revenue.
- B. The installation of a new pool deck to host private parties was listed as an IDC Parks Package #3 project.
- C. Staff is recommending Council to approve the bid from Immaculate Painting and Construction to build a 2,800 sq. ft. outdoor deck at Lasker Pool for the amount, which includes a 10% contingency of **\$46,626.68**.

III. Alternatives in Order of Priority

- A. Accept staff's recommendation to approve the bid from Immaculate Painting and Construction to build a 2,800 sq. ft. outdoor deck at Lasker Pool for a total amount not to exceed \$46,626.68
- B. Do not approve staff's recommendation to approve the bid from Immaculate Painting and Construction to build the outdoor pool deck at Lasker Pool.

IV. Recommendation

Concur with alternative A and approve staff's recommendation to approve the bid from Immaculate Painting and Construction to build a 2,800 sq. ft. Outdoor Deck at Lasker Pool for the amount of \$46,626.68

V. Fiscal Impact Report

Requested by:	Mario Rabago Director of Parks and Recreation
Funding Source:	IDC Parks Package #3
Bid Amount	\$42,387.89
10% Contingency	\$4,238.79
Total Cost	\$46,626.68

Respectfully Submitted,

Approved,

Mario Rabago
Director of Parks and Recreation

Brian Maxwell
City Manager





**INFORMAL REQUEST FOR PROPOSALS, IRFP# 20-IRFP-003
Lasker Park Pool Deck Project**

The City of Galveston will accept Informal Proposals for Lasker Park Pool Deck **until 10:00 AM, Tuesday, May 12, 2020** via electronic mail to: purchasing@galvestontx.gov. **Proposals received after this time will not be considered.**

A complete set of documents is included. The firm shall submit its response on these forms. A response shall be comprised of the proposal documents completed by the firm plus supplemental information required by the specifications and documents or deemed necessary by the firm to fully describe the offering.

Vendors must send the completed submittal packet via electronic mail to purchasing@galvestontx.gov. Only one document, in Adobe/PDF format, is allowed as an attachment and must be less than 25mg. The subject line of the email must read: **IRFP# 20-IRFP-003 Laser Park Pool Deck Project**. No emails received after 10:00 a.m. CST, Tuesday, May 12, 2020 will be accepted for this solicitation. Vendor proposals will not be opened until after 10:00 a.m. CST, May 12, 2020.

The City of Galveston will not be responsible for submissions received after the deadline, containing viruses that are not able to be eradicated, that are otherwise corrupted, or are larger than 25mg. The City is not responsible for any failure that may cause any delay or non-delivery.

The City of Galveston reserves the right to reject any or all responses and to waive irregularities contained therein and to accept any response deemed most advantageous to the City of Galveston.

Please use this page as the first page in your submittal.

**Acknowledgment Form
IRFP #20-IRFP-003
Lasker Park Pool Deck Project**

For any clarifications, please contact the City of Galveston Purchasing Office at (409) 797-3579 or e-mail: purchasing@galvestontx.gov.

If you will not be submitting a proposal for this project please check the box below and return this page only to purchasing@galvestontx.gov.

No, I am not interested in the IRFP for the following reason:

If you are unable to send your **IRFP**, kindly indicate your reason for "No response" above and return this form **via email to** purchasing@galvestontx.gov. This will ensure you remain active on our vendor list.

Date _____

Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____

Email: _____

Proposer Authorization

I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Offeror.

Printed Name and Position of Authorized Representative: _____

Signature of Authorized Representative: _____

Signed this _____(day) of _____(month)_____ (year)

ETHICS STATEMENT (Complete and Return this form with Response)

The undersigned firm, by signing and executing this IRFP, certifies and represents to the City of Galveston that firm has not offered, conferred or agreed to confer any pecuniary benefit, as defined by (1.07 (a) (6) of the Texas Penal Code, or any other thing of value as consideration for the receipt of information or any special treatment of advantage relating to this IRFP; the firm also certifies and represents that the firm has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this IRFP, the firm certifies and represents that firm has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the City of Galveston concerning this IRFP on the basis of any consideration not authorized by law; the firm also certifies and represents that firm has not received any information not available to other firms so as to give the undersigned a preferential advantage with respect to this IRFP; the firm further certifies and represents that firm has not violated any state, federal, or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that firm will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the City of Galveston in return for the person having exercised their person's official discretion, power or duty with respect to this IRFP; the firm certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent, or employee of the City of Galveston in connection with information regarding this IRFP, the submission of this IRFP, the award of this IRFP or the performance, delivery or sale pursuant to this IRFP.

THE VENDOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY OF GALVESTON, ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDING, COSTS, DAMAGES, AND LIABILITIES, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS IRFP.

I have read all of the specifications and general IRFP requirements and do hereby certify that all items submitted meet specifications.

COMPANY: _____

AGENT NAME: _____

AGENT SIGNATURE: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP CODE: _____

TELEPHONE: _____ EMAIL: _____

FEDERAL ID#: _____ AND/OR SOCIAL SECURITY #: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
(Complete and Return this form with Response)**

Name of Entity: _____

The prospective participant certifies to the best of their knowledge and belief that they and their principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency:

Have not within a three year period preceding this IRFP been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

Have not within a three-year period preceding this application/IRFP had one or more public transactions (Federal, State, Local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this IRFP or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine up to a \$10,000.00 or imprisonment for up to five (5) years, or both.

Name and Title of Authorized Representative (Print)

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

**OFFICE
USE
ONLY**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

Date
Received

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1. Name of person who has a business relationship with local governmental entity.

2. Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
 Yes No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
 Yes No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
 Yes No
- D. Describe each employment or business relationship with the local government officer named in this section.

4.

Signature of person doing business with the governmental entity

Date

Adopted 06-29-2007

INTRODUCTION INSTRUCTIONS TO PARTICIPATING FIRMS

The City of Galveston Purchasing Division is forwarding a **“Notice to Firms”** requesting informal proposals (IRFP) to perform construction of an outdoor deck at the Lasker Park Pool facility. This Informal Request for Proposals (IRFP) is to be used as a guide by the firms when preparing the proposal.

SUBMISSION REQUIREMENTS

The City of Galveston requires an electronic mail submittal of one attachment document in Adobe/PDF format, not more than 25 mg in size. It must be sent to purchasing@galvestontx.gov. The subject line must read: **IRFP# 20-IRFP-003 Laser Park Pool Deck Project**.

Proposals will be accepted until 10:00 AM CST, Tuesday, May, 12, 2020. **NO PROPOSAL WILL BE ACCEPTED AFTER 10:00 AM CST ON THE DUE DATE.**

The City of Galveston reserves the right to request additional information or to meet with representatives from responding organizations to discuss points in the IRFP before and after submission, any and all of which may be used in forming a recommendation.

The City of Galveston reserves the right to reject any and all proposals, and to accept the IRFP it considers in its best interest based upon the requirements and descriptions outlined in this IRFP.

Informal Proposals will be opened in the Purchasing Office immediately after the 10:00 AM CST May, 12, 2020 deadline for submittal.

All proposals will be managed by City of Galveston in a manner that avoids disclosure of the contents to competing firms and keeps the proposals confidential during any negotiations. All proposals will be open for public inspection as stated in the Texas Public Information Act, after the contract is awarded; however, trade secrets and confidential commercial or financial information in the proposals specifically identified by the firms will not be open for public inspection. Accordingly, all pages in the proposal that the Firm considers to be proprietary and confidential should be appropriately marked.

Questions or clarifications concerning the City of Galveston requirements may be directed to:
Purchasing Department
E-mail address: purchasing@galvestontx.gov

****The Subject Line should read: IRFP# 20-IRFP-003 Laser Park Pool Deck Project ****

Tentative Timeline

1. May 4, 2020 to May, 12, 2020 - Vendors work on IRFP
2. May 12, 2020 before 10:00 AM CST - Vendor must submit proposal response documents via electronic mail in one Adobe/PDF file attachment to purchasing@galvestontx.gov. Subject Line must read: **IRFP# 20-IRFP-003 Laser Park Pool Deck Project.**

The City of Galveston will not be responsible for submissions received after the deadline, containing viruses that are not able to be eradicated, that are otherwise corrupted, or are larger than 25mg. The City is not responsible for any failure that may cause any delay or non-delivery.

3. May 12, 2020 – Acknowledge IRFP’s at 10:00 AM
4. May 12, 2020 – May 20, 2020 – City of Galveston reviews IRFP
5. June 2020 – Award IRFP

Vendor Representative

The successful vendor agrees to send a personal representative with binding authority for the company to the City of Galveston upon request to make adjustments and/or assist with coordination of all transactions as needed.

Determining Factors for Award

Evaluation of pricing and services. The city reserves the right to award to more than one company.

Contract with Vendor/Entity Indebted to City of Galveston

It is a policy of the City of Galveston to refuse to enter into a contract or other transaction with an individual, sole proprietorship, joint venture, Limited Liability Company or other entity indebted to the City of Galveston.

Tax Identification Number (TIN)

In accordance with IRS Publication 1220, a W-9 form, or a W-8 form in cases of a foreign vendor, will be required of all vendors doing business with the City of Galveston. If a W-9 or W-8 form is not made available to the City of Galveston, the first payment will be subject to income tax withholding at a rate of 28% or 30% depending on the U.S. status and the source of income as per IRS Publication 1220. **The W-9 or W-8 form must be included with bid response.** Attached are sample forms.

Taxes

The City of Galveston is exempt from Federal Excise Tax, State Tax and local Taxes. Do not include tax in the bid. If it is determined that tax was included in the bid it will not be included in the tabulation or any awards. Tax exemption certificates will be furnished upon request.

Signing of Informal Proposal

Failure to sign IRFP will disqualify it. Person signing IRFP should show title or authority to bind their firm to a contract. Electronic signatures on an Adobe/PDF submittal file are acceptable signatures.

EEOC guidelines

During the performance of this contract, the vendor agrees not to discriminate against any employee or applicant for employment because of race, national origin, age, religion, gender, marital or veteran status or physically challenging condition.

Contract and Purchase Order

The work shall be performed in Galveston, Texas. A contract for the services will be placed into effect by means of a purchase order issued by the City of Galveston after evaluation and final approval by the review committee.

City of Galveston Rights

1. If only one or no IRFP is received by "submission date", the City has the right to reject, re-submit, accept and/or extend the IRFP by up to an additional two (2) weeks from original submission date.
2. The right to reject any/or all IRFP's and to make award as they may appear to be advantageous to the City of Galveston.
3. The right to hold IRFP for 90 days from submission date without action, and to waive all formalities in IRFP.
4. The right to extend the total IRFP beyond the original 90-day period prior to an award, if agreed upon in writing by all parties (City of Galveston and vendor/contractor) and if firm/vendor holds original IRFP prices firm.
5. The right to terminate for cause or convenience all or any part of the unfinished portion of the Project resulting from this solicitation within Thirty (30) calendar days written notice; for cause: upon default by the firm/vendor, for delay or non-performance by the firm/vendor; or if it is deemed in the best interest of the City of Galveston for the City of Galveston's convenience.
6. In IRFP, stipulate whether an increase or decrease in services will affect price.

Corrections

Any interpretation, correction, or change of the IRFP will be made by ADDENDUM. Changes or corrections will be issued by the City of Galveston Purchasing Office. **Addenda will be posted on the City of Galveston's website.** Addenda will be issued as expeditiously as possible. It will be the responsibility of all respondents to contact the City of Galveston prior to submitting a response to the IRFP to ascertain if any addenda have been issued, and to obtain all addenda, execute them, and return addenda with the response to the IRFP.

IRFP is Not a Basis for Obligations

This request for competitive informal proposals does not constitute an offer to contract and does not commit the City of Galveston to the award of a contract to anyone or to pay any costs incurred in the preparation and submission of IRFP. The City of Galveston reserves the right to reject any or all proposals that do not conform to the requirements stated in this document. The City also reserves the right to cancel all or part of this request for IRFP for any reason determined by the City to be in the best interest of the City of Galveston.

Rights to Submitted Materials

All proposals and material submitted to the City of Galveston by a firm, in response to this IRFP, shall become the property of the City of Galveston after the proposal submission deadline. The City's return of the proposals/material will be subject to the requirements of the laws of the State of Texas.

Exceptions to IRFP

Please include any exceptions to the IRFP at the end of the proposal document and label them "**EXCEPTIONS**".

Appropriation of Funds

The City of Galveston has established an appropriation (allocation) of funds for this project. If in the event that appropriated (allocated) funds are exhausted, the contractor's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.

Required insurance

The successful proposer must carry commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:

\$2,000,000 general liability in the aggregate (includes products and personal, etc.) and

\$1,000,000 per occurrence

\$1,000,000 automobile damage per occurrence

\$500,000 worker's compensation employers' liability per occurrence

Statutory Limits for worker's compensation – including contractors/sub-contractors/independent contractors

Term of Contract

Any contract resulting from this RFP shall be effective upon execution by the City of Galveston. Work must be completed no later than the 21st day after the City of Galveston issues the Notice to Proceed and all proper permits are obtained by the awarded vendor.

Scope of Services

General:

It is the intent of the City of Galveston to award a contract for the construction of a 2,800 square foot half-circle outdoor deck to be located at the Lasker Park Community Pool, located at 2016 43rd Street, Galveston, Texas 77550.

Specifications:

- 1) Furnish all labor and materials for the construction and build-out of an approximately 2,800 sq. ft. half-circle outdoor/exterior deck with hand railing
- 2) Approximately 110' of galvanized hand railing across the south side of deck and along one side of both ADA ramps
- 3) Deck will start approximately 27 feet from a large live oak to the South. Tree(s) must not be disturbed.
- 4) All deck boards to be of Trex brand or equal or superior type material
- 5) All ground supports, piers, joist and blocking will be constructed with pressure treated lumber
- 6) All nails, fasteners and screws must be stainless steel
- 7) All construction/workmanship, engineering and design to meet or exceed industry standards for commercial grade usage
- 8) Site preparation including dirt work and identification of underground utility locations
- 9) Removal of post construction materials and general clean-up of site
- 10) Compliance with all Local, State and Federal permitting requirements
- 11) Compliance with all Local, State and Federal Labor Laws
- 12) Provide construction time-line for completion of project
- 13) Submit alternative cost of substituting Trex brand (or equal product) with treated lumber

A site visit is highly recommended prior to estimating project. Contact pool staff for access to site 409-797-3722. Any contractor scheduling a site visit must practice social distancing.

Termination:

The city reserves the right to terminate the contract with the contractor who fails to perform in accordance with this bid.

Submittals and Award:

Offers shall be submitted on the bid form attached. The City reserves the right to reject any and all offers and to award all or any part of these requirements to any firm which results in the best interest of the city.

Billing:

Contractor will invoice the City after 100% completion of the work. The City must agree that the project is 100% complete prior to submittal of an invoice. Invoice must include details of material and labor and should include the City's purchase order number. All original invoices must be remitted to Accounts Payable at accountspayable@galvestontx.gov and Jennifer Ramirez at jramirez@galvestontx.gov. Failure to comply with this requirement will result in delayed payment.

Proposals which attempt to alter any of the enumerated provisions stated within this specification documentation, may be determined as a non-responsive offer and may be subject to rejection. The City reserves the right to reject any price increase, and obtain a different source or sources to meet its requirements as to such item subject to said price increase when such action serves the best interest of the City. Offeror agrees that the City's exercise of its option to obtain alternative sources does not constitute a breach of contract.

COST SHEET
IRFP# 20-IRFP-003

Instructions: Firm shall take into account all incurred expenses and cost of services when filling out the cost sheet and include it in the final proposal. Additional expenses shall be added to the Additional Expenses Section.

If this IRFP is over \$50,000, check below and email the cost sheet with no pricing to purchasing@galvestontx.gov.

() YES, IFB is over \$50,000

See attached price response sheet

NOTE: ADDITIONAL EXPENSES MAY INCLUDE MISCELLANEOUS EXPENSES NOT LISTED ABOVE. ATTACH ANY ADDITIONAL PRICING INFORMATION.

PRICING FORM:

The Offeror shall submit a detailed price breakdown. The price breakdown as reviewed and agreed upon by the CONTRACTOR, ENGINEER and OWNER shall be used for preparing future estimates for partial payments to the CONTRACTOR, if applicable and shall list the major items of the work and a price for each item. Price breakdown shall be by Specification Section for each area of the project. Overhead, other general costs, and profit shall be prorated to each item so that the total of the prices for all items equals the lump sum price. The price breakdown shall be subject to the review of the PROJECT MANAGER, and the CONTRACTOR may be required to verify the prices for any or all items.

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
1	1	Mobilization - Demobilization		
2	1	Materials - Deck Boards - TREX Brand (or Equivalent/Superior)		
3	1	<i>Materials Alternative – Deck Boards – Treated Lumber (do not include in line item total at bottom of form)</i>		
4	1	Materials – Ground Supports, Piers, Joists, Fasteners		
5	1	Materials – Galvanized Handrails and Fasteners		
6	1	Installation/Labor		
7	1	Post Construction Site Clean-up		
		TOTAL ALL LINE ITEMS		

1. The undersigned Offeror proposes and agrees, if this bid is accepted, to enter into a contract with the City to perform and furnish all Work as specified herein for the Contract Price and within the Contract Period indicated in this proposal.
2. This proposal will remain subject to acceptance for ninety (90) days after the day of opening. Offeror will sign and submit the necessary documents required by the City prior to the date of the City's Award.

Authorized Representative (print name): _____ Date: _____

Authorized Representative (signature): _____ Title: _____

CONTRACT FOR CONSTRUCTION SERVICES
Lasker Park Pool Deck Project

This Contract (the "Contract") is made and entered into this 10 day of June, 2020, by and between the City of Galveston (the "City"), a Texas home-rule municipality, and **Immaculate Painting and Construction**, "Company", located at **4202 Avenue S, Galveston, Texas 77550**.

WHEREAS, the City of Galveston desires to obtain construction services in connection with constructing a deck within the City of Galveston ("City") and Immaculate Painting and Construction ("Company") desires to provide such services; and

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein, and that documents, attached and incorporated for all purposes; Exhibit A identified as the proposal from Company for the following services:

Laser Park Pool Deck Project
IRFP # 20-IRFP-03

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

1. **SCOPE OF SERVICES**: Company will provide supplies and services (the "Work") to the City in connection with the Project, such Work more specifically described in Exhibit A, attached and fully incorporated for all intents and purposes.
2. **STANDARD OF CARE**: The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
3. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.
4. **CHANGES**: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
5. **TERM**: Due to the nature and extent of the Project, the Work is expected to be completed by within 21 calendar days of execution of the contract, unless sooner terminated under the terms set forth herein.
6. **LIQUIDATED DAMAGES**: If the Company should neglect, fail, or refuse to complete the work within the time specified, or any proper extension of time granted by the City, then Company agrees that the City may withhold permanently from Company's total compensation, the sum of \$250.00 per day, not as a penalty, but as liquidated damages for the breach of the contract as set forth for each and every calendar day that the Company is in default after the time stipulated for completing the work.

It is expressly understood and agreed, by and between Company and the City, that the time for the completion of the work described is a reasonable time for the completion of the same, taking into consideration the average climatic change and conditions and usual industrial conditions prevailing in this locality.

The amount for liquidated damages is fixed and agreed upon by and between the Company and the City because of the impracticability and extreme difficulty in fixing and ascertaining actual damages the City would in such event sustain. The amount is agreed to be damages the City would sustain and shall be retained by the City from current periodical estimates for payments or from final payment.

7. ACCESS TO INFORMATION: It is agreed that all information, data, reports and records and maps as are existing, available, and necessary for the carrying out of the work shall be furnished to Company by the City and its agencies. The City and its agencies will cooperate with Company in every way possible to facilitate the performance of the work described in the contract.

8. SCHEDULE AND DELIVERABLES: Company will perform the Work in accordance with the schedules/timetables described in greater detail in the attached Exhibit A. All of Company's reports and data will be submitted to the City in electronic format, using Microsoft Word, Excel, Access, and/or other computer software applications, as specified in Exhibit A.

9. APPROPRIATIONS: The obligations of the City to make payment under this Contract are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.

10. FINAL COMPLETION AND ACCEPTANCE: Within thirty-one (31) days after the Company has given the City's Representative written notice that the work has been completed, or substantially completed, the City's Representative and the City shall inspect the work. If

(a) the work is found completed or substantially completed in accordance with the contract documents, and

(b) the Company has provided the City's Representative a set of "as built" drawings, the City's Representative shall issue to the City and Company a certificate of completion. The work shall not be considered "completed" until such time as the certificate has been issued and no certificate shall be issued until the City has been given "as-built" drawings of the project by Company.

Substantial Compliance will be defined as the stage in the progress of the Work where the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work for its intended use.

11. ABANDONMENT BY COMPANY: In case the Company should abandon and fail or refuse to resume work within ten (10) days after written notification from the City or the City's Representative, or if the Company fails to comply with the orders of the City's Representative, when such orders are consistent with this contract, the City shall notify the Surety on the bond, in writing. The City shall direct the Surety to complete the work and a copy of said notice shall be delivered to the Company.

After receiving a copy of City's notice to the Surety, the Company shall not remove from the job site any machinery, equipment, tools, materials, or supplies, for use on the job, by the City, the Surety of the Company, or another Contractor, for completion of the work. The Company shall not receive any rental or credit for such use. Company agrees and understands that the use of such equipment and materials will ultimately reduce the cost to complete the work and shall be reflected in the final settlement.

In case the Surety should fail to commence compliance with City's notice for completion, within ten (10) days after receipt of such notice, the City may provide for completion of the work in either of the following manners:

- (a) The City may employ such force of workers, use of machinery, equipment, tools, materials and supplies as City may deem necessary to complete the work. City may charge the expense of such labor, machinery, equipment, tools, materials and supplies to Company, and the expense so charged shall be deducted and paid by the City out of monies as may

be due, or that may become due to the Company under and by virtue of this agreement. If such expense is less than the sum which would have been payable to Company under this contract, if the same had been completed by the Company, then City shall pay the difference to the Company. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by the Company, then the Company or the Company's Surety shall pay the amount of such excess to the City; or

- (b) The City, under sealed bids, after notice published as required by law, at least twice in a newspaper having a general circulation in the County of location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case of any increase in cost to the City under the new contract, as compared to what would have been the cost under this contract, such increase shall be charged to the Company and the Surety shall be and remain bound therefore. However, should the cost to complete any such new contract prove to be less than that which would have been the cost to complete the work under this contract, the Company and Company's Surety shall be credited with the difference between the new contract and this contract.

When the work has been completed or substantially completed, the Company and Surety shall be so notified and a certificate of completion issued, as provided in paragraph 10.

A complete itemized statement of the contract accounts, certified to by the City's Representative as being correct shall be prepared and delivered to Company and Company's Surety. Upon delivery to the Company or Company's Surety, the Company or Surety shall pay the balance due, if any, as reflected by the statement, within thirty (30) days after the date of certificates of completion. Company and Surety shall be held jointly and severally liable for any balance due.

In the event the statement of accounts shows that the cost to complete the work is less than the cost to the City had the work been completed by the Company under the terms of this contract, or when the Company and Surety shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be released to the Company and/or its Surety. Should the cost to complete the work exceed the contract price, and amount due the City within the time designated, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, City shall mail notice of amounts due, together with an itemized list of such equipment and materials to the Company and its Surety. After mailing such notice, such property shall be held at the risk of the Company and its Surety, subject only to the duty of the City to exercise ordinary care to protect such property.

After fifteen (15) days from the date of receipt of notice, the City may sell all machinery, equipment, tools, materials or supplies and apply the proceeds, less costs and expense of the sale to the credit of the Company and its Surety. Such sale may be made at either public or private sale, with or without notice, as the City may elect. The City shall release any machinery, equipment, tools, materials or supplies which remain on the job site that belong to persons other than the Company or its Surety, to their lawful owners.

12. ABANDONMENT BY CITY: If the City shall fail to comply with the terms of this contract and refuses to comply with such terms within thirty (30) days after the receipt of written notification of failure from the Company, the Company may suspend or wholly abandon the work, and may remove all of its machinery, tools and equipment and all other materials on the ground for which the Company used for the work.

The City's Representative shall make an estimate of the total amount earned by the Company, which estimate shall include the value of all work actually completed by said Company, at the prices stated in the attached proposal, the value of all partially completed work, at fair and equitable price, and the amount of all authorized Extra Work performed at the prices agreed upon or as provided for by the terms of this contract, and a reasonable sum to cover the cost of any provisions made by the Company to complete the work, and which cannot be utilized. The City's Representative shall then make a final statement of the balance due the Company by deducting from the above estimate all previous payments by the City and all other sums that may be retained by the City under the terms of this Agreement. City's Representative shall certify the final statement to the City who shall pay to the Company on or before thirty (30) days after the date of City's receipt of certification, the balance shown by the final statement. In no event shall City owe more than the amount authorized by City Council.

13. **BONDS:** Company shall be required to furnish a performance bond and payment bond, in accordance with Tex. Gov't. Code, section 2253.001, et seq., in the amount of 100% of the total contract price, in the event the contract price exceeds \$100,000.00 for a performance bond and \$50,000.00 for a payment bond. If the contract price does not exceed \$100,000.00 or \$50,000, respectively, and payment for work shall be made in one lump sum payment after completion and final acceptance of the work, the City shall not require the statutory bonds.

All bonds, if required, shall be submitted on forms supplied by the Company, and executed by an approved surety company authorized to do business in the State of Texas. It is further agreed that this contract shall not be in effect until such bonds are so furnished and accepted by the City.

14. **COMPENSATION:** The City shall compensate Company for the Work at the agreed upon *not-to-exceed amount of Forty-two Thousand, three hundred, eighty-seven dollars and eight-nine cents. (\$42,387.89)*. Company will furnish an invoice to the City detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at 4202 Avenue S, Galveston, Texas 77550. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

15. **DEFECTS AND THEIR REMEDIES:** It is further agreed that if any part of the work or any material brought on the site for use in the work, is deemed by the City or City's Representative as unsuitable or not in conformity with plans, specifications, and contract documents, the Company shall, after receipt of written notice from the City's Representative, immediately remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract. It is further agreed that any remedial action shall be at Company's expense. No final payment shall be made to Company until that remedial action takes place.

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

Required Insurance:

- a. Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:
 - \$2,000,000** general liability (includes products and personal, etc.)
 - \$1,000,000** fire damage
 - \$1,000,000** automobile damage
 - \$500,000** workers compensation employers' liability
 - Statutory** limits for workers compensationInsurance coverage shall be on an "**occurrence basis**"

17. **TERMINATION:** This Contract shall terminate automatically upon completion of the Work by Company. This Contract may be terminated prior to completion of the Work by either party upon 30 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, City shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination, and Company shall turn over to the City all documents, information, and Work produced to said date relating to the Project. Notwithstanding the above, Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Company or its subordinates and the City may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due the City from Company is determined.

18. **FORCE MAJEURE:** No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

19. **INDEMNIFICATION. FOR CONSIDERATION RECEIVED,** Company shall, to the extent allowable, indemnify, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the city. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

20. **REPORTS AND INFORMATION:** Company, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

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

22. SUBCONTRACTOR: The term "Subcontractor", includes only those having a direct contract with the Company for performance of work on the project contemplated by these documents. Company shall submit the names and addresses of all proposed subcontractors to the City. Subcontractors may be disqualified by City for the same reason that a Contractor may be disqualified. City shall have no responsibility to any Subcontractor employed by Company for performance of work on the project contemplated by these contract documents, but Subcontractors will look exclusively to Company for any payments due to the Subcontractor.

23. PERMITS: Company shall obtain all necessary permits for completing the project at no costs to the City. All permits shall be visibly posted on the project site. All permits associated with the project shall be sole responsibility of Company.

24. ADJACENT STRUCTURES: Adjacent structures damaged by Company's work on the project must be satisfactorily restored to the City and to the owner of the adjacent structure at Company's cost and at no expense to the City.

25. PROTECTION OF PERSONS AND PROPERTY: Company is responsible for providing protection of persons and property, including safe working conditions throughout the progress of the project.

26. SANITATION: Necessary sanitary conveniences for the use of laborers on the work site, properly screened from public observation, shall be provided, constructed and maintained by the Company in such manner and at such points as shall be approved by the City's Representative. Company shall strictly enforce use of sanitary conveniences. The Company shall at all times keep the premises free from accumulations of debris and at the completion of the work, shall remove all such debris and all tools, scaffolding and surplus materials and shall leave the worksite clean. The work shall be left in good order and condition. In case of dispute or should Company fail to clean the premises, City may remove the debris and charge the cost to the Company.

27. ASSIGNMENT: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

28. CONSTRUCTION: In the event that any provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, and the remaining provisions shall be affected thereby to the least extent possible.

29. NO WAIVER: The failure of any party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Contract.

30. ENTIRE AGREEMENT: This Contract incorporates all provisions of the attached proposal for Lasker Park Pool Deck Project within the City of Galveston, Texas in Exhibit A constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract. The contractor, by signing this agreement, acknowledges the City of Galveston is entering into this contract in its governmental capacity, and not a proprietary capacity.

31. SEVERABILITY CLAUSE: The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

32. ATTORNEY'S FEES: In the event there is a dispute concerning this Contract, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

33. APPLICABLE LAW, VENUE, AND JURISDICTION: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.

34. COPYRIGHT: No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of Company.

35. NOTICES: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Suite 203
P. O. Box 779
Galveston, Texas 77553

Immaculate Painting and Construction
4202 Avenue S
Galveston, Texas 77550

*(The remainder of this page left intentionally blank.)
(Signature page follows.)*

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

Immaculate Painting and Construction

By: _____
Brian Maxwell, City Manager

By: _____
Jarrod Carr

ATTEST:

Janelle Williams, City Secretary

APPROVED AS TO FORM

City Attorney

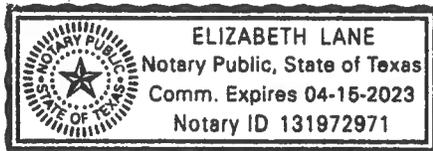
BY EXECUTION OF THIS AGREEMENT, COMPANY ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

THE STATE OF TEXAS §
 §
Galveston COUNTY §

On this day, BEFORE ME, the undersigned, personally appeared Jarrod Carr of **Immaculate Painting and Construction**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10 day of June, 2020.

Elizabeth Lane
Notary Public in and for
The State of Texas



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Immaculate Paint and Construction
Galveston, TX United States

Certificate Number:
2020-629182

Date Filed:
06/08/2020

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Galvston Purchasing Division

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

COG-CON-20-88
Deck built at Lasker Park

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Lane, Elizabeth	Galveston, TX United States		X
	Carcano, Juan	Galveston, TX United States	X	X
	Carr, Jarrod	Galveston, TX United States	X	X

5 Check only if there is NO Interested Party.

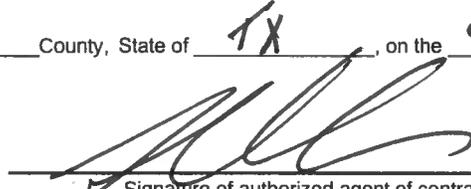
6 UNSWORN DECLARATION

My name is Jarrod Carr, and my date of birth is [REDACTED]

My address is 221 Mammoth Springs Ln (street), Dickinson (city), TX (state), 77539 (zip code), Galveston (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Galveston County, State of TX, on the 9 day of June, 2020
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



**INFORMAL REQUEST FOR PROPOSALS, IRFP# 20-IRFP-03
Lasker Park Pool Deck Project**

The City of Galveston will accept Informal Proposals for Lasker Park Pool Deck **until 10:00 AM, Tuesday, May 12, 2020** via electronic mail to: purchasing@galvestontx.gov. **Proposals received after this time will not be considered.**

A complete set of documents is included. The firm shall submit its response on these forms. A response shall be comprised of the proposal documents completed by the firm plus supplemental information required by the specifications and documents or deemed necessary by the firm to fully describe the offering.

Vendors must send the completed submittal packet via electronic mail to purchasing@galvestontx.gov. Only one document, in Adobe/PDF format, is allowed as an attachment and must be less than 25mg. The subject line of the email must read: **IRFP# 20-IRFP-03 Laser Park Pool Deck Project**. No emails received after 10:00 a.m. CST, Tuesday, May 12, 2020 will be accepted for this solicitation. Vendor proposals will not be opened until after 10:00 a.m. CST, May 12, 2020.

The City of Galveston will not be responsible for submissions received after the deadline, containing viruses that are not able to be eradicated, that are otherwise corrupted, or are larger than 25mg. The City is not responsible for any failure that may cause any delay or non-delivery.

The City of Galveston reserves the right to reject any or all responses and to waive irregularities contained therein and to accept any response deemed most advantageous to the City of Galveston.

Please use this page as the first page in your submittal.

**Acknowledgment Form
IRFP #20-IRFP-03
Lasker Park Pool Deck Project**

For any clarifications, please contact the City of Galveston Purchasing Office at (409) 797-3579 or e-mail: purchasing@galvestontx.gov.

If you will not be submitting a proposal for this project please check the box below and return this page only to purchasing@galvestontx.gov.

No, I am not interested in the IRFP for the following reason:

If you are unable to send your **IRFP**, kindly indicate your reason for "No response" above and return this form **via email to purchasing@galvestontx.gov**. This will ensure you remain active on our vendor list.

Date 05/11/2020

Company: Immaculate Painting and Construction

Address: 4202 Ave S

City: Galveston State: TX Zip Code: 77550

Phone: 409-750-9973

Email: jarrod@immacultepaint.com

Proposer Authorization

I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Offeror.

Printed Name and Position of Authorized Representative: Jarrold Carr

Signature of Authorized Representative: 

Signed this 04 (day) of May (month) 2020 (year)

ETHICS STATEMENT (Complete and Return this form with Response)

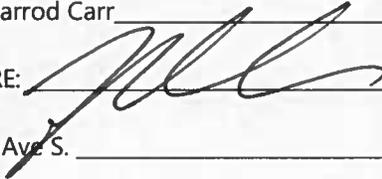
The undersigned firm, by signing and executing this IRFP, certifies and represents to the City of Galveston that firm has not offered, conferred or agreed to confer any pecuniary benefit, as defined by (1.07 (a) (6) of the Texas Penal Code, or any other thing of value as consideration for the receipt of information or any special treatment of advantage relating to this IRFP; the firm also certifies and represents that the firm has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this IRFP, the firm certifies and represents that firm has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the City of Galveston concerning this IRFP on the basis of any consideration not authorized by law; the firm also certifies and represents that firm has not received any information not available to other firms so as to give the undersigned a preferential advantage with respect to this IRFP; the firm further certifies and represents that firm has not violated any state, federal, or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that firm will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the City of Galveston in return for the person having exercised their person's official discretion, power or duty with respect to this IRFP; the firm certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent, or employee of the City of Galveston in connection with information regarding this IRFP, the submission of this IRFP, the award of this IRFP or the performance, delivery or sale pursuant to this IRFP.

THE VENDOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY OF GALVESTON, ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDING, COSTS, DAMAGES, AND LIABILITIES, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS IRFP.

I have read all of the specifications and general IRFP requirements and do hereby certify that all items submitted meet specifications.

COMPANY: Immaculate Painting and Construction

AGENT NAME: Jarrold Carr

AGENT SIGNATURE: 

ADDRESS: 4202 Ave S.

CITY: Galveston

STATE: TX

ZIP CODE: 77550

TELEPHONE: 409-750-9973

EMAIL: jarrod@immaculatepaint.com

FEDERAL ID#: 45:295-7389 AND/OR SOCIAL SECURITY #: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
(Complete and Return this form with Response)**

Name of Entity: Immaculate Painting and Construction

The prospective participant certifies to the best of their knowledge and belief that they and their principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
Have not within a three year period preceding this IRFP been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
Have not within a three-year period preceding this application/IRFP had one or more public transactions (Federal, State, Local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this IRFP or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine up to a \$10,000.00 or imprisonment for up to five (5) years, or both.

Jarro Carr, President

Name and Title of Authorized Representative (Print)

Jarro Carr
Signature of Authorized Representative

05/05/2020
Date

I am unable to certify to the above statements. My explanation is attached.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE
USE
ONLY**Date
Received**1. Name of person who has a business relationship with local governmental entity.**

Juan Carcano

2. Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

James Yarbrough

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
 Yes No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
 Yes No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
 Yes No
- D. Describe each employment or business relationship with the local government officer named in this section.

4.

Juan Carcano

Signature of person doing business with the governmental entity

08/08/2020

Date

Adopted 06-29-2007

Type text here

**INTRODUCTION
INSTRUCTIONS TO PARTICIPATING FIRMS**

The City of Galveston Purchasing Division is forwarding a **“Notice to Firms”** requesting informal proposals (IRFP) to perform construction of an outdoor deck at the Lasker Park Pool facility. This Informal Request for Proposals (IRFP) is to be used as a guide by the firms when preparing the proposal.

SUBMISSION REQUIREMENTS

The City of Galveston requires an electronic mail submittal of one attachment document in Adobe/PDF format, not more than 25 mg in size. It must be sent to purchasing@galvestontx.gov. The subject line must read: **IRFP# 20-IRFP-03 Laser Park Pool Deck Project**.

Proposals will be accepted until 10:00 AM CST, Tuesday, May, 12, 2020. **NO PROPOSAL WILL BE ACCEPTED AFTER 10:00 AM CST ON THE DUE DATE.**

The City of Galveston reserves the right to request additional information or to meet with representatives from responding organizations to discuss points in the IRFP before and after submission, any and all of which may be used in forming a recommendation.

The City of Galveston reserves the right to reject any and all proposals, and to accept the IRFP it considers in its best interest based upon the requirements and descriptions outlined in this IRFP.

Informal Proposals will be opened in the Purchasing Office immediately after the 10:00 AM CST May, 12, 2020 deadline for submittal.

All proposals will be managed by City of Galveston in a manner that avoids disclosure of the contents to competing firms and keeps the proposals confidential during any negotiations. All proposals will be open for public inspection as stated in the Texas Public Information Act, after the contract is awarded; however, trade secrets and confidential commercial or financial information in the proposals specifically identified by the firms will not be open for public inspection. Accordingly, all pages in the proposal that the Firm considers to be proprietary and confidential should be appropriately marked.

Questions or clarifications concerning the City of Galveston requirements may be directed to:
Purchasing Department

E-mail address: purchasing@galvestontx.gov

****The Subject Line should read: IRFP# 20-IRFP-03 Laser Park Pool Deck Project ****

Tentative Timeline

1. May 4, 2020 to May, 12, 2020 - Vendors work on IRFP
2. May 12, 2020 before 10:00 AM CST - Vendor must submit proposal response documents via electronic mail in one Adobe/PDF file attachment to purchasing@galvestontx.gov. Subject Line must read: **IRFP# 20-IRFP-03 Laser Park Pool Deck Project**.

The City of Galveston will not be responsible for submissions received after the deadline, containing viruses that are not able to be eradicated, that are otherwise corrupted, or are larger than 25mg. The City is not responsible for any failure that may cause any delay or non-delivery.

3. May 12, 2020 – Acknowledge IRFP’s at 10:00 AM
4. May 12, 2020 – May 20, 2020 – City of Galveston reviews IRFP
5. June 2020 – Award IRFP

Vendor Representative

The successful vendor agrees to send a personal representative with binding authority for the company to the City of Galveston upon request to make adjustments and/or assist with coordination of all transactions as needed.

Determining Factors for Award

Evaluation of pricing and services. The city reserves the right to award to more than one company.

Contract with Vendor/Entity Indebted to City of Galveston

It is a policy of the City of Galveston to refuse to enter into a contract or other transaction with an individual, sole proprietorship, joint venture, Limited Liability Company or other entity indebted to the City of Galveston.

Tax Identification Number (TIN)

In accordance with IRS Publication 1220, a W-9 form, or a W-8 form in cases of a foreign vendor, will be required of all vendors doing business with the City of Galveston. If a W-9 or W-8 form is not made available to the City of Galveston, the first payment will be subject to income tax withholding at a rate of 28% or 30% depending on the U.S. status and the source of income as per IRS Publication 1220. **The W-9 or W-8 form must be included with bid response.** Attached are sample forms.

Taxes

The City of Galveston is exempt from Federal Excise Tax, State Tax and local Taxes. Do not include tax in the bid. If it is determined that tax was included in the bid it will not be included in the tabulation or any awards. Tax exemption certificates will be furnished upon request.

Signing of Informal Proposal

Failure to sign IRFP will disqualify it. Person signing IRFP should show title or authority to bind their firm to a contract. Electronic signatures on an Adobe/PDF submittal file are acceptable signatures.

EEOC guidelines

During the performance of this contract, the vendor agrees not to discriminate against any employee or applicant for employment because of race, national origin, age, religion, gender, marital or veteran status or physically challenging condition.

Contract and Purchase Order

The work shall be performed in Galveston, Texas. A contract for the services will be placed into effect by means of a purchase order issued by the City of Galveston after evaluation and final approval by the review committee.

City of Galveston Rights

1. If only one or no IRFP is received by "submission date", the City has the right to reject, re-submit, accept and/or extend the IRFP by up to an additional two (2) weeks from original submission date.
2. The right to reject any/or all IRFP's and to make award as they may appear to be advantageous to the City of Galveston.
3. The right to hold IRFP for 90 days from submission date without action, and to waive all formalities in IRFP.
4. The right to extend the total IRFP beyond the original 90-day period prior to an award, if agreed upon in writing by all parties (City of Galveston and vendor/contractor) and if firm/vendor holds original IRFP prices firm.
5. The right to terminate for cause or convenience all or any part of the unfinished portion of the Project resulting from this solicitation within Thirty (30) calendar days written notice; for cause: upon default by the firm/vendor, for delay or non-performance by the firm/vendor; or if it is deemed in the best interest of the City of Galveston for the City of Galveston's convenience.
6. In IRFP, stipulate whether an increase or decrease in services will affect price.

Corrections

Any interpretation, correction, or change of the IRFP will be made by ADDENDUM. Changes or corrections will be issued by the City of Galveston Purchasing Office. **Addenda will be posted on the City of Galveston's website.** Addenda will be issued as expeditiously as possible. It will be the responsibility of all respondents to contact the City of Galveston prior to submitting a response to the IRFP to ascertain if any addenda have been issued, and to obtain all addenda, execute them, and return addenda with the response to the IRFP.

IRFP is Not a Basis for Obligations

This request for competitive informal proposals does not constitute an offer to contract and does not commit the City of Galveston to the award of a contract to anyone or to pay any costs incurred in the preparation and submission of IRFP. The City of Galveston reserves the right to reject any or all proposals that do not conform to the requirements stated in this document. The City also reserves the right to cancel all or part of this request for IRFP for any reason determined by the City to be in the best interest of the City of Galveston.

Rights to Submitted Materials

All proposals and material submitted to the City of Galveston by a firm, in response to this IRFP, shall become the property of the City of Galveston after the proposal submission deadline. The City's return of the proposals/material will be subject to the requirements of the laws of the State of Texas.

Exceptions to IRFP

Please include any exceptions to the IRFP at the end of the proposal document and label them "**EXCEPTIONS**".

Appropriation of Funds

The City of Galveston has established an appropriation (allocation) of funds for this project. If in the event that appropriated (allocated) funds are exhausted, the contractor's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.

Required insurance

The successful proposer must carry commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:

\$2,000,000 general liability in the aggregate (includes products and personal, etc.) and

\$1,000,000 per occurrence

\$1,000,000 automobile damage per occurrence

\$500,000 worker's compensation employers' liability per occurrence

Statutory Limits for worker's compensation – including contractors/sub-contractors/independent contractors

Term of Contract

Any contract resulting from this RFP shall be effective upon execution by the City of Galveston. Work must be completed no later than the 21st day after the City of Galveston issues the Notice to Proceed and all proper permits are obtained by the awarded vendor.

Scope of Services

General:

It is the intent of the City of Galveston to award a contract for the construction of a 2,800 square foot half-circle outdoor deck to be located at the Lasker Park Community Pool, located at 2016 43rd Street, Galveston, Texas 77550.

Specifications:

- 1) Furnish all labor and materials for the construction and build-out of an approximately 2,800 sq. ft. half-circle outdoor/exterior deck with hand railing
- 2) Approximately 110' of galvanized hand railing across the south side of deck and along one side of both ADA ramps
- 3) Deck will start approximately 27 feet from a large live oak to the South. Tree(s) must not be disturbed.
- 4) All deck boards to be of Trex brand or equal or superior type material
- 5) All ground supports, piers, joist and blocking will be constructed with pressure treated lumber
- 6) All nails, fasteners and screws must be stainless steel
- 7) All construction/workmanship, engineering and design to meet or exceed industry standards for commercial grade usage
- 8) Site preparation including dirt work and identification of underground utility locations
- 9) Removal of post construction materials and general clean-up of site
- 10) Compliance with all Local, State and Federal permitting requirements
- 11) Compliance with all Local, State and Federal Labor Laws
- 12) Provide construction time-line for completion of project
- 13) Submit alternative cost of substituting Trex brand (or equal product) with treated lumber

A site visit is highly recommended prior to estimating project. Contact pool staff for access to site 409-797-3722. Any contractor scheduling a site visit must practice social distancing.

Termination:

The city reserves the right to terminate the contract with the contractor who fails to perform in accordance with this bid.

Submittals and Award:

Offers shall be submitted on the bid form attached. The City reserves the right to reject any and all offers and to award all or any part of these requirements to any firm which results in the best interest of the city.

Billing:

Contractor will invoice the City after 100% completion of the work. The City must agree that the project is 100% complete prior to submittal of an invoice. Invoice must include details of material and labor and should include the City's purchase order number. All original invoices must be remitted to Accounts Payable at accountspayable@galvestontx.gov and Jennifer Ramirez at jramirez@galvestontx.gov. Failure to comply with this requirement will result in delayed payment.

Proposals which attempt to alter any of the enumerated provisions stated within this specification documentation, may be determined as a non-responsive offer and may be subject to rejection. The City reserves the right to reject any price increase, and obtain a different source or sources to meet its requirements as to such item subject to said price increase when such action serves the best interest of the City. Offeror agrees that the City's exercise of its option to obtain alternative sources does not constitute a breach of contract.

COST SHEET
IRFP# 20-IRFP-03

Instructions: Firm shall take into account all incurred expenses and cost of services when filling out the cost sheet and include it in the final proposal. Additional expenses shall be added to the Additional Expenses Section.

If this IRFP is over \$50,000, check below and email the cost sheet with no pricing to purchasing@galvestontx.gov.

() YES, IFB is over \$50,000

See attached price response sheet

NOTE: ADDITIONAL EXPENSES MAY INCLUDE MISCELLANEOUS EXPENSES NOT LISTED ABOVE. ATTACH ANY ADDITIONAL PRICING INFORMATION.

PRICING FORM:

The Offeror shall submit a detailed price breakdown. The price breakdown as reviewed and agreed upon by the CONTRACTOR, ENGINEER and OWNER shall be used for preparing future estimates for partial payments to the CONTRACTOR, if applicable and shall list the major items of the work and a price for each item. Price breakdown shall be by Specification Section for each area of the project. Overhead, other general costs, and profit shall be prorated to each item so that the total of the prices for all items equals the lump sum price. The price breakdown shall be subject to the review of the PROJECT MANAGER, and the CONTRACTOR may be required to verify the prices for any or all items.

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
1	1	Mobilization - Demobilization	1	\$1,000
2	1	Materials - Deck Boards - TREX Brand (or Equivalent/Superior)	1	\$9,744.72
3	1	Materials Alternative - Deck Boards - Treated Lumber <i>(do not include in line item total at bottom of form)</i>	1	\$4,090.32
4	1	Materials - Ground Supports, Piers, Joists, Fasteners	1	\$6,361.84
5	1	Materials - Galvanized Handrails and Fasteners	1	\$14,615.97
6	1	Installation/Labor	1	\$9,363.36
7	1	Post Construction Site Clean-up	1	\$1,000
TOTAL ALL LINE ITEMS				\$42,387.89

1. The undersigned Offeror proposes and agrees, if this bid is accepted, to enter into a contract with the City to perform and furnish all Work as specified herein for the Contract Price and within the Contract Period indicated in this proposal.

2. This proposal will remain subject to acceptance for ninety (90) days after the day of opening. Offeror will sign and submit the necessary documents required by the City prior to the date of the City's Award.

Authorized Representative (print name): Jarrod Carr Date: 05/05/2020

Authorized Representative (signature): Jarrod Carr Title: President



Date: 5/8/2020
To: Prospective Proposers
Subject: Addendum No. 1
Questions and Answers

This addendum forms part of the proposal and contract documents and modifies the original solicitation documents dated 5/4/2020. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT OFFEROR TO DISQUALIFICATION.

Questions and Answers:

Is the intent to have the contractor design/build the project? Yes. Please refer to "Scope of Services" document for general scope.

Shall the design/build include any and all engineering and design fees associated? i.e. Architectural, Structural, ADA inspection/registration, etc.

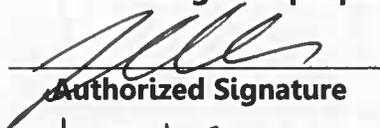
Location of ADA ramps? Yes.

Do the ramps go from ground level around the tree up to the elevated concrete decking of the pool area? The ramps go from the new pool deck to the concrete pool decking.

Include any fencing work related to connecting deck at the fenced in area of the pool deck? Yes.

Contingency allowance? We plan on requesting 10%

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.



Authorized Signature



Printed Name



Date



Company Name

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL



Date: 5/8/2020
To: Prospective Proposers
Subject: Addendum No. 2
Questions and Answers

This addendum forms part of the proposal and contract documents and modifies the original solicitation documents dated 5/4/2020. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT OFFEROR TO DISQUALIFICATION.

Questions and Answers:

Is the intent to have the contractor design/build the project? Yes. Please refer to "Scope of Services" document for general scope.

Shall the design/build include any and all engineering and design fees associated? i.e. Architectural, Structural, ADA inspection/registration, etc.

Location of ADA ramps? Yes.

Do the ramps go from ground level around the tree up to the elevated concrete decking of the pool area? The ramps go from the new pool deck to the concrete pool decking.

Include any fencing work related to connecting deck at the fenced in area of the pool deck? Yes.

Contingency allowance? We plan on requesting 10%

Will piers need to be placed in concrete? if so how wide do the piers need to be and how deep. The piers will have to be placed in concrete. All materials, workmanship will have to be at or above industry standards.

Would concrete Deck Blocks work instead of drilled concrete piers? Please submit your best proposal

How tall would the decking be off the existing grade(ground)? No set height. Please submit your best proposal.

Will the galvanized hand railing need to have a mid-rail? Must comply with local codes

Will the hand railing need to be painted? Galvanized.

Are the ADA ramps existing or will they need to be built with the new decking? They will need to be built with new decking



CITY OF GALVESTON – IRFP # 20-IRFP-03
ADDENDUM # 2
LASKER PARK POOL DECK

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.

Jarrod Carr
Authorized Signature

5/8/20
Date

Jarrod Carr
Printed Name

Immaculate
Company Name

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type
 See Specific instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Immaculate Painting and Construction, LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) 4202 Avenue S	Requester's name and address (optional)
6 City, state, and ZIP code Galveston, Texas 77550	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> </tr> </table>											<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> </tr> </table>										
or																					
Employer identification number																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;">4</td> <td style="width: 20px; height: 20px;">5</td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;">2</td> <td style="width: 20px; height: 20px;">9</td> <td style="width: 20px; height: 20px;">5</td> <td style="width: 20px; height: 20px;">7</td> <td style="width: 20px; height: 20px;">3</td> <td style="width: 20px; height: 20px;">8</td> <td style="width: 20px; height: 20px;">9</td> </tr> </table>	4	5		2	9	5	7	3	8	9											
4	5		2	9	5	7	3	8	9												

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶ 9/11/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Immaculate

PAINTING & CONSTRUCTION, LLC

IRFP# 20-IRFP-03 Lasker Park Pool Deck Project Schedule

WEEK 1

Mobilize and set up
Dumpster delivered
Materials delivered
Marking of supports and digging holes
Set supports and cement in place
Strat framing

WEEK 2

Installation of decking material
Additional Materials delivery
Hand rail delivery

WEEK 3

Finish decking
Installation of Handrails
Site Clean up
Dumpster haul off
Customer sign off



City of Galveston

DEPARTMENT OF PARKS AND RECREATION
2222 – 28th Street | Galveston, TX 77550
409-797-3700

July 10, 2020

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Jennifer Ramirez, Grants & Finance Analyst
Barbara Ekelund-Sanderson, Executive Director of Community Outreach

RE: CONSIDER FOR APPROVAL STAFF'S RECOMMENDATION TO HIRE FOUR SEASONS DEVELOPMENT COMPANY INC. FOR INSTALLATION OF FENCING FOR 83RD STREET CANINE RECREATION AREA.

I. Background

- A. The City of Galveston Parks and Recreation were given a project to construct a Canine Recreation Area on 83rd Street in Galveston.
- B. On May 8, 2020 Staff solicited proposals. RFP 20-15 83rd Street Canine Recreation Area
- C. Staff received and evaluated the following proposals:
 - Four Seasons Development \$ 65,226.00- Evaluation Points 1590
 - TUCON- \$82,648.68- Evaluation Points 1498.71
- D. Staff evaluated the proposals and selected Four Seasons Development who had the highest evaluation points, 1590 and a proposal amount of \$65,226.00 as the best and most qualified proposal.

II. Current Situation

- A. This fencing will provide a safe place for canines to play and exercise without the danger of entering into busy streets.
- B. The fencing will be 6 feet tall and consist of 2 fenced in areas; one area for large dogs and one area small dogs.
- C. This will be new construction of fencing and the project is to be completed in 14 days upon proceeding of construction

III. Alternatives in Order of Priority

- A. Approve staff's recommendation to hire Four Seasons Development Company Inc. to erect new fencing for 83rd Street Canine Recreation Center for the amount not to exceed \$65,226.00.
- B. Do not approve staff's recommendation to hire Four Seasons Development Company Inc. to erect new fencing at 83rd Street Canine Recreation Center.





City of Galveston

DEPARTMENT OF PARKS AND RECREATION
2222 – 28th Street | Galveston, TX 77550
409-797-3700

V. Recommendation

Concur with alternative A and approve staff's recommendation to hire Four Seasons Development Company Inc. to install new fencing for 83rd Street Canine Recreation Center.

VI. Fiscal Impact Report

Requested by: Jennifer Ramirez, Grants & Finance Analyst
Barbara Ekelund-Sanderson, Executive Director of Community Outreach

Funding Source: District Six Neighborhood Improvement Funds
\$65,226.00

Proposal: \$65,226.00
Amount not to exceed \$65,226.00

Grants and Finance Analyst

Respectfully Submitted,

Barbara Ekelund-Sanderson
Executive Director of Community Outreach

Approved,

Brian Maxwell
City Manager



RFP 20-15 83rd Street Canine Recreation Area

Contractor/Proposer	Evaluator 1	Evaluator 2	Evaluator 3	Total Points	Average Points
Four Seasons	545	545	500	1590	530
TUCON	499.57	499.57	499.57	1498.71	499.57

City of Galveston

Pricing Calculation Sheet for RFP

RFP # 20-15 83rd Street Canine Recreation Area

Proposer	Price	Lowest Price	Points Available	Score	0-5 Points Score Total
Four Seasons Development	\$ 65,226.00	\$ 65,226.00	40	40.00	200
Tucon LLC	\$ 82,648.68	\$ 65,226.00	40	31.57	124.57



6' Chainlink Fence = 2,200.0'
 1" PVC Waterline Service Pipe = 631.0'
 Concrete Sidewalk = 449.0' x 6' x 4" = 33.25 yds
 Walking Trail (Geoblock) = 945.0' x 6' x 2"
 Concrete Curb & Gutter = 497.0'
 Parking Lot & Driveway = 75 yds of HWAC
 and 330 yds of Caliche subgrade base.
 Dog Recreation Area Opens at Dawn
 and Closes at Dusk.



- Legend**
- Tree
 - Walking Trail
 - Water Service Line
 - Water Station
 - MHSS
 - OHP
 - PPP
 - Paint Stripe
 - Proposed 6' Fence
 - Proposed Parking Lot
 - Rip Rap
 - Edge of Walk
 - FL Ditch
 - Sanitary Sewer Main
 - Rip Bank
 - Guy Wire
 - Barbed Wire Fence
 - Bench
 - Bollard
 - Conc. Wall
 - E. Conc
 - Edge Paving
 - Edge of Water
 - FL Ditch
 - Sanitary Sewer Main
 - Rip Bank
 - Guy Wire
 - Valve
 - Fire Hydrant
 - Water Meter
 - Water Service Line
 - Fire Hydrant Lead
 - Water Main
 - Land
 - B. Curb

Printed on: 04/22/2020
 By: City of Galveston
 Engineering Section
 Drawn By: J.D.R.F.

Source Credits: City of Galveston Public Works
 Department - Utilities; City of Galveston, USGS, et
 al; Texas South Central FIPS 4204 Feet
 Units: Foot US
 District (GCAD) - Street Centerlines & Parcels;
 GCAD & Pictometry - 2018 Aerial

Coordinate System: NAD 1983 StatePlane
 Texas South Central FIPS 4204 Feet
 Units: Foot US
 Vertical Datum: NAVD - 88

This product is for informational purposes only and may not have been prepared for or be suitable for use as a substitute for professional engineering or surveying purposes. It does not represent an on-the-ground survey and represents only a representation of the data and information contained in the databases. Therefore, the information presented on this map is for informational purposes only and should not be construed to be legally binding.

CITY OF GALVESTON
Dog Recreation Area
Proposed Layout Plan

Sheet - 1

CONTRACT FOR CONSTRUCTION SERVICES
83RD STREET CANINE RECREATION AREA

This Contract (the "Contract") is made and entered into this _____ day of July, 2020, by and between the City of Galveston (the "City"), a Texas home-rule municipality, and **Four Seasons Development Company**, Company, located at **5825 W. Sam Houston Pkwy N, Houston, Texas 77041**.

WHEREAS, the City of Galveston desires to obtain construction services in connection with fence replacement within the City of Galveston ("City") and Four Seasons Development Company ("Company") desires to provide such services; and

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein, and that documents, attached and incorporated for all purposes; Exhibit A identified as the proposal from Company for the following services:

83rd Street Canine Recreation Area

RFP # 20-15

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

1. **SCOPE OF SERVICES**: Company will provide supplies and services (the "Work") to the City in connection with the Project, such Work more specifically described in Exhibit A, attached and fully incorporated for all intents and purposes.
2. **STANDARD OF CARE**: The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
3. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.
4. **CHANGES**: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
5. **TERM**: Due to the nature and extent of the Project, the Work is expected to be completed by within thirty (30) business days from Notice to Proceed, unless sooner terminated under the terms set forth herein.
6. **LIQUIDATED DAMAGES**: If the Company should neglect, fail, or refuse to complete the work within the time specified, or any proper extension of time granted by the City, then Company agrees that the City may withhold permanently from Company's total compensation, the sum of \$250.00 per day, not as a penalty, but as liquidated damages for the breach of the contract as set forth for each and every calendar day that the Company is in default after the time stipulated for completing the work.

It is expressly understood and agreed, by and between Company and the City, that the time for the completion of the work described is a reasonable time for the completion of the same, taking into consideration the average climatic change and conditions and usual industrial conditions prevailing in this locality.

The amount for liquidated damages is fixed and agreed upon by and between the Company and the City because of the impracticability and extreme difficulty in fixing and ascertaining actual damages the City would in such event sustain. The amount is agreed to be damages the City would sustain and shall be retained by the City from current periodical estimates for payments or from final payment.

7. ACCESS TO INFORMATION: It is agreed that all information, data, reports and records and maps as are existing, available, and necessary for the carrying out of the work shall be furnished to Company by the City and its agencies. The City and its agencies will cooperate with Company in every way possible to facilitate the performance of the work described in the contract.

8. SCHEDULE AND DELIVERABLES: Company will perform the Work in accordance with the schedules/timetables described in greater detail in the attached Exhibit A. All of Company's reports and data will be submitted to the City in electronic format, using Microsoft Word, Excel, Access, and/or other computer software applications, as specified in Exhibit A.

9. APPROPRIATIONS: The obligations of the City to make payment under this Contract are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.

10. FINAL COMPLETION AND ACCEPTANCE: Within thirty one (31) days after the Company has given the City's Representative written notice that the work has been completed, or substantially completed, the City's Representative and the City shall inspect the work. If

(a) the work is found completed or substantially completed in accordance with the contract documents, and

(b) the Company has provided the City's Representative a set of "as built" drawings, the City's Representative shall issue to the City and Company a certificate of completion. The work shall not be considered "completed" until such time as the certificate has been issued and no certificate shall be issued until the City has been given "as-built" drawings of the project by Company.

Substantial Compliance will be defined as the stage in the progress of the Work where the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work for its intended use.

11. ABANDONMENT BY COMPANY: In case the Company should abandon and fail or refuse to resume work within ten (10) days after written notification from the City or the City's Representative, or if the Company fails to comply with the orders of the City's Representative, when such orders are consistent with this contract, the City shall notify the Surety on the bond, in writing. The City shall direct the Surety to complete the work and a copy of said notice shall be delivered to the Company.

After receiving a copy of City's notice to the Surety, the Company shall not remove from the job site any machinery, equipment, tools, materials, or supplies, for use on the job, by the City, the Surety of the Company, or another Contractor, for completion of the work. The Company shall not receive any rental or credit for such use. Company agrees and understands that the use of such equipment and materials will ultimately reduce the cost to complete the work and shall be reflected in the final settlement.

In case the Surety should fail to commence compliance with City's notice for completion, within ten (10) days after receipt of such notice, the City may provide for completion of the work in either of the following manners:

- (a) The City may employ such force of workers, use of machinery, equipment, tools, materials and supplies as City may deem necessary to complete the work. City may charge the expense of such labor, machinery, equipment, tools, materials and supplies to Company, and the expense so charged shall be deducted and paid by the City out of monies as may be due, or that may become due to the Company under and by virtue of this agreement. If such expense is less than the sum which would have been payable to Company under this

contract, if the same had been completed by the Company, then City shall pay the difference to the Company. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by the Company, then the Company or the Company's Surety shall pay the amount of such excess to the City; or

- (b) The City, under sealed bids, after notice published as required by law, at least twice in a newspaper having a general circulation in the County of location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case of any increase in cost to the City under the new contract, as compared to what would have been the cost under this contract, such increase shall be charged to the Company and the Surety shall be and remain bound therefore. However, should the cost to complete any such new contract prove to be less than that which would have been the cost to complete the work under this contract, the Company and Company's Surety shall be credited with the difference between the new contract and this contract.

When the work has been completed or substantially completed, the Company and Surety shall be so notified and a certificate of completion issued, as provided in paragraph 10.

A complete itemized statement of the contract accounts, certified to by the City's Representative as being correct shall be prepared and delivered to Company and Company's Surety. Upon delivery to the Company or Company's Surety, the Company or Surety shall pay the balance due, if any, as reflected by the statement, within thirty (30) days after the date of certificates of completion. Company and Surety shall be held jointly and severally liable for any balance due.

In the event the statement of accounts shows that the cost to complete the work is less than the cost to the City had the work been completed by the Company under the terms of this contract, or when the Company and Surety shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be released to the Company and/or its Surety. Should the cost to complete the work exceed the contract price, and amount due the City within the time designated, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, City shall mail notice of amounts due, together with an itemized list of such equipment and materials to the Company and its Surety. After mailing such notice, such property shall be held at the risk of the Company and its Surety, subject only to the duty of the City to exercise ordinary care to protect such property.

After fifteen (15) days from the date of receipt of notice, the City may sell all machinery, equipment, tools, materials or supplies and apply the proceeds, less costs and expense of the sale to the credit of the Company and its Surety. Such sale may be made at either public or private sale, with or without notice, as the City may elect. The City shall release any machinery, equipment, tools, materials or supplies which remain on the job site that belong to persons other than the Company or its Surety, to their lawful owners.

12. ABANDONMENT BY CITY: If the City shall fail to comply with the terms of this contract and refuses to comply with such terms within thirty (30) days after the receipt of written notification of failure from the Company, the Company may suspend or wholly abandon the work, and may remove all of its machinery, tools and equipment and all other materials on the ground for which the Company used for the work.

The City's Representative shall make an estimate of the total amount earned by the Company, which estimate shall include the value of all work actually completed by said Company, at the prices stated in the attached proposal, the value of all partially completed work, at fair and equitable price, and the amount of all authorized Extra Work performed at the prices agreed upon or as provided for by the terms of this

contract, and a reasonable sum to cover the cost of any provisions made by the Company to complete the work, and which cannot be utilized. The City's Representative shall then make a final statement of the balance due the Company by deducting from the above estimate all previous payments by the City and all other sums that may be retained by the City under the terms of this Agreement. City's Representative shall certify the final statement to the City who shall pay to the Company on or before thirty (30) days after the date of City's receipt of certification, the balance shown by the final statement. In no event shall City owe more than the amount authorized by City Council.

13. **BONDS**: Company shall be required to furnish a payment bond, in accordance with Tex. Gov't. Code, section 2253.001, et seq., in the amount of 100% of the total contract price, in the event the contract price exceeds \$100,000.00 for a performance bond and \$50,000.00 for a payment bond. If the contract price does not exceed \$100,000.00 or \$50,000, respectively, and payment for work shall be made in one lump sum payment after completion and final acceptance of the work, the City shall not require the statutory bonds.

All bonds, if required, shall be submitted on forms supplied by the Company, and executed by an approved surety company authorized to do business in the State of Texas. It is further agreed that this contract shall not be in effect until such bonds are so furnished and accepted by the City.

14. **COMPENSATION**: The City shall compensate Company for the Work at the agreed upon *not-to-exceed amount of Sixty-Five Thousand, Two Hundred twenty-six dollars and zero cents. (\$65,226.00)*. Company will furnish an invoice to the City detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at 5825 W. Sam Houston Pkwy N, Houston, Texas 77041. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

15. **DEFECTS AND THEIR REMEDIES**: It is further agreed that if any part of the work or any material brought on the site for use in the work, is deemed by the City or City's Representative as unsuitable or not in conformity with plans, specifications, and contract documents, the Company shall, after receipt of written notice from the City's Representative, immediately remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract. It is further agreed that any remedial action shall be at Company's expense. No final payment shall be made to Company until that remedial action takes place.

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

Required Insurance:

- a. Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:
\$2,000,000 general liability (includes products and personal, etc.)

\$1,000,000 fire damage
\$1,000,000 automobile damage
\$500,000 workers compensation employers' liability
Statutory limits for workers compensation
Insurance coverage shall be on an “**occurrence basis**”

17. **TERMINATION**: This Contract shall terminate automatically upon completion of the Work by Company. This Contract may be terminated prior to completion of the Work by either party upon 30 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, City shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination, and Company shall turn over to the City all documents, information, and Work produced to said date relating to the Project. Notwithstanding the above, Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Company or its subordinates and the City may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due the City from Company is determined.

18. **FORCE MAJEURE**: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

19. **INDEMNIFICATION. FOR CONSIDERATION RECEIVED**, Company shall, to the extent allowable, indemnify, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the city. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

20. **REPORTS AND INFORMATION**: Company, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

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

22. **SUBCONTRACTOR**: The term “Subcontractor”, includes only those having a direct contract with the Company for performance of work on the project contemplated by these documents. Company shall

submit the names and addresses of all proposed subcontractors to the City. Subcontractors may be disqualified by City for the same reason that a Contractor may be disqualified. City shall have no responsibility to any Subcontractor employed by Company for performance of work on the project contemplated by these contract documents, but Subcontractors will look exclusively to Company for any payments due to the Subcontractor.

23. PERMITS: Company shall obtain all necessary permits for completing the project at no costs to the City. All permits shall be visibly posted on the project site. All permits associated with the project shall be sole responsibility of Company.

24. ADJACENT STRUCTURES: Adjacent structures damaged by Company's work on the project must be satisfactorily restored to the City and to the owner of the adjacent structure at Company's cost and at no expense to the City.

25. PROTECTION OF PERSONS AND PROPERTY: Company is responsible for providing protection of persons and property, including safe working conditions throughout the progress of the project.

26. SANITATION: Necessary sanitary conveniences for the use of laborers on the work site, properly screened from public observation, shall be provided, constructed and maintained by the Company in such manner and at such points as shall be approved by the City's Representative. Company shall strictly enforce use of sanitary conveniences. The Company shall at all times keep the premises free from accumulations of debris and at the completion of the work, shall remove all such debris and all tools, scaffolding and surplus materials and shall leave the worksite clean. The work shall be left in good order and condition. In case of dispute or should Company fail to clean the premises, City may remove the debris and charge the cost to the Company.

27. ASSIGNMENT: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

28. CONSTRUCTION: In the event that any provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, and the remaining provisions shall be affected thereby to the least extent possible.

29. NO WAIVER: The failure of any party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Contract.

30. ENTIRE AGREEMENT: This Contract incorporates all provisions of the attached proposal for fence replacement within the City of Galveston, Texas in Exhibit A constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract. The contractor, by signing this agreement, acknowledges the City of Galveston is entering into this contract in its governmental capacity, and not a proprietary capacity.

31. SEVERABILITY CLAUSE: The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

32. ATTORNEY'S FEES: In the event there is a dispute concerning this Contract, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

33. APPLICABLE LAW, VENUE, AND JURISDICTION: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.

34. COPYRIGHT: No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of Company.

35. NOTICES: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Suite 203
P. O. Box 779
Galveston, Texas 77553

Four Seasons Development Company
5825 W. Sam Houston Pkwy N
Houston, Texas 77041

*(The remainder of this page left intentionally blank.)
(Signature page follows.)*

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

Four Seasons Development Company

By: _____
Brian Maxwell, City Manager

By: Charles McKinney
Charles McKinney, Estimator

ATTEST:

Janelle Williams, City Secretary

APPROVED AS TO FORM

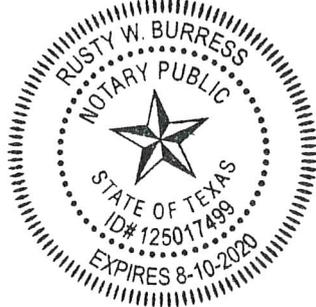
City Attorney

BY EXECUTION OF THIS AGREEMENT, FOUR SEASONS DEVELOPMENT COMPANY ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

THE STATE OF Texas §
Harris COUNTY §

On this day, BEFORE ME, the undersigned, personally appeared Charles McKinney of **Four Seasons Development Company**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29 day of June, 2020.



Rusty W. Burrell
Notary Public in and for
The State of Texas

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Four Seasons Development Co.
Houston, TX United States

Certificate Number:
2020-637741

Date Filed:
06/29/2020

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Galveston

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
COG-CON-20-093
83rd St Canine Recreation Area - RFP 20-15

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Charles McKinney, and my date of birth is [REDACTED].

My address is 5825 W Sam Houston Pkwy N (street), Houston (city), TX (state), 77041 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of TX, on the 29 day of June, 2020.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

**ADDITIONAL REMARKS SCHEDULE**

AGENCY Carroll Insurance Agency Ltd.		NAMED INSURED Four Seasons Development Co., Inc. 5825 W Sam Houston Pkwy. North Houston, TX 77041	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Remarks

The General Liability and Auto policies include a Blanket Additional Insured Endorsement provision that provides additional insured status to the certificate holder only when there is a written contract that requires such status. The contractual liability coverage provided by the General Liability is standard and may not cover all liabilities assumed by the named insured under its contract with the certificate holder.

The General Liability, Auto and Workers Compensation policies include a Blanket Waiver of Subrogation Endorsement that provides this feature only when there is a written contract that requires such status.

Excess Follow Form: Any person or organization, other than the Named Insured, included as an additional insured under Schedule Underlying Insurance, but not for broader coverage than would be afforded by such Scheduled Underlying Insurance.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. Specific Waiver

Name of person or organization

Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas operations

3. Premium:

The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 8/31/19 at 12:01 a.m. standard time, forms a part of:

Policy no. 0002036127 of Texas Mutual Insurance Company effective on 8/31/19

Issued to: FOUR SEASONS DEVELOPMENT COMPANY INC



Authorized representative

This is not a bill

NCCI Carrier Code: 29939

8/29/19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations as required by written contract with the Named Insured	As designated in written contract with the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All persons or organizations as required by written contract with the Named Insured	As designated in written contract with the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

All persons or organizations as requested by written contract with the Named Insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR NON-RENEWAL – CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Person(s) or Organization(s) Including Mailing Address:

All certificate holders where written notice of the cancellation or non-renewal of this policy is required by written contract, permit, or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy, within three (3) business days of our request for the list of certificate holders, for the purposes of complying with such request.

The Person(s) or Organization(s) listing or described in the SCHEDULE above have requested that they receive written notice of cancellation or non-renewal when this policy is cancelled or non-renewed by us. We will endeavor to mail or deliver 30 days written notice (10 days for non-payment of premium by the Insured) to the Person(s) or Organization(s) listed or described in the SCHEDULE.

The notification of cancellation or non-renewal of the policy is solely for the purpose of informing the Person(s) or Organization(s) shown in the SCHEDULE the effective date of cancellation or non-renewal and does not grant, alter, or extend any rights or obligations under this policy. Our failure to provide such notification to the Person(s) or Organization(s) shown in the SCHEDULE will not extend any policy cancellation or non-renewal date nor impact or negate any cancellation or non-renewal of the policy. This endorsement does not entitle the Person(s) or Organization(s) listed or described in the SCHEDULE above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS BUSINESS AUTO POLICY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

CONTENTS:

- A. ADDITIONAL INSURED – AUTOMATIC STATUS
- B. BROADENED INSURED
- C. DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS CONDITION
- D. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS
- E. RESULTANT MENTAL ANGUISH
- F. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION
- G. EMPLOYEES AS INSURED
- H. EMPLOYEE HIRED AUTOS
- I. INCREASED BAIL BONDS AND LOSS OF EARNINGS
- J. INCREASED TRANSPORTATION EXPENSE – TOTAL THEFT OF A COVERED AUTO
- K. INCREASED LOSS OF USE EXPENSE
- L. ACCIDENTAL DISCHARGE OF AIRBAG COVERAGE
- M. GLASS REPAIR DEDUCTIBLE WAIVER
- N. COLLISION DEDUCTIBLE WAIVER
- O. TOWING
- P. AUTO LOAN/LEASE GAP COVERAGE
- Q. PERSONAL EFFECTS COVERAGE
- R. LOCKSMITH SERVICES
- S. TAPES, RECORDS AND DISCS COVERAGE
- T. HIRED AUTO PHYSICAL DAMAGE
- U. HIRED PRIVATE PASSENGER AUTOS AND LIGHT TRUCKS – WORLDWIDE COVERAGE
- V. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

A. ADDITIONAL INSURED – AUTOMATIC STATUS

Item 1.c. of SECTION II – LIABILITY COVERAGE is deleted and replaced with the following:

- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability. This includes, but is not limited to, any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract or a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured under this policy only with respect to liability caused in whole or in part by your acts or omissions in the performance of your ongoing operations for the additional insured. A person or organization's status as an additional insured for ongoing operations under this policy ends when your operations for the additional "insured" are completed or when this policy is cancelled, whichever occurs first.

B. BROADENED INSURED

The following paragraph is added to SECTION II – WHO IS AN INSURED:

- d. Any organization of yours, other than a partnership or joint venture, of which you own a financial interest of more than 50% as of the effective date of this Coverage part, will qualify as an "insured". However, such organization will not qualify as an "insured" if it is also an "insured" under another policy, other than a policy written to apply specifically in excess of this Coverage Part or would be an "insured" under such policy but for its termination or the exhaustion of its limits of insurance. Each such organization remains qualified as an "insured" only while you own a financial interest of more than 50% in the organization during the policy period.
- e. Any organization that is acquired or formed by you, other than a partnership or joint venture, of which you own a financial interest of more than 50% will qualify as an "insured". However, such organization will not qualify as an "insured" if it is also an "insured" under another policy, other than a policy written to apply specifically in excess of this Coverage Part or would be an "insured" under such policy but for its termination or the exhaustion of its limits of insurance. Each such organization remains qualified as an "insured" only while you own a financial interest of more than 50% in the organization during the policy period.

This provision does not include:

- (1) any organization 180 days or more after its acquisition or formation; or
- (2) "bodily injury", "property damage" or "covered pollution cost or expense" caused by an "accident" that occurred before you acquired or formed the organization.

C. DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS CONDITION

The following paragraph is added to the end of Paragraph A. 2., SECTION IV – BUSINESS AUTO CONDITIONS:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us written notice as soon as practicable after any of your executive officers, directors, partners, insurance managers, legal representatives, or "employees" authorized by you to give or receive notices becomes aware of or should have become aware of such "accident", claim, "suit" or "loss".

If you report an "accident" or "loss" to your workers compensation insurer which later becomes a claim under this coverage part, failure to report such "accident" or "loss" to us at the time of the "accident" or "loss" will not be considered a violation of this Condition, if you notify us as soon as practicable when you become aware that the "accident" or "loss" has become a liability claim.

D. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following paragraph is added to Paragraph B. of SECTION IV – BUSINESS AUTO CONDITIONS:

Based on our reliance on your representations of existing hazards, if you unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

E. RESULTANT MENTAL ANGUISH

The definition of "bodily injury" in SECTION V- DEFINITIONS is replaced by the following"

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

F. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION

The Fellow Employee Exclusion contained in Section II – Liability Coverage does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. The insurance granted under this provision is excess over any other collectible insurance

G. EMPLOYEES AS INSURED

The following is added to the SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

H. EMPLOYEES HIRED AUTOS

The following is added to the SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision:

Any "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5.b. Other Insurance is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

I. INCREASED BAIL BONDS AND LOSS OF EARNINGS

SECTION II – LIABILITY COVERAGE, A.2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replace the \$2,000 limit for cost of bail bonds with \$5,000 in paragraph (2); and
2. Replace the \$250 a day limit for reasonable expenses including actual loss of earnings with \$500 a day in paragraph (4).

J. INCREASED TRANSPORTATION EXPENSE – TOTAL THEFT OF A COVERED AUTO

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, a. Transportation Expenses, is amended by replacing \$20 per day with \$60 per day, and the \$600 maximum with \$1,800 maximum.

This extension applies to all covered "autos" with a Gross Vehicle Weight of less than 10,001 pounds.

K. INCREASED LOSS OF USE EXPENSES

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, b. Loss Of Use Expenses, is amended by replacing \$20 per day with \$60 per day, and the \$600 maximum with \$1,800 maximum.

L. ACCIDENTAL DISCHARGE OF AIRBAG COVERAGE

The following is added to Exclusion B.3.a. of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, this exclusion does not apply to the accidental discharge of an airbag.

M. GLASS REPAIR DEDUCTIBLE WAIVER

The following is added to paragraph D. of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

N. COLLISION DEDUCTIBLE WAIVER

The following is added to paragraph D. of SECTION III – PHYSICAL DAMAGE COVERAGE:

When a covered "auto" insured for Collision coverage under this policy collides with another "auto" we insure, the Collision deductible applicable to the covered "auto" or "autos" insured under this policy shall not apply.

O. TOWING

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing, is replaced by replacing the following:

2. Towing

We will pay up to \$75 for towing and labor costs incurred each time an "auto" with a Gross Vehicle Weight of less than 10,001 pounds is disabled if the declarations indicate that either Comprehensive Coverage or Specified Causes of Loss Coverage and Collision Coverage are provided for that "auto".

P. AUTO LOAN/LEASE GAP COVERAGE

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE:

In the event of a total "loss" to a covered "auto" shown in the Schedule or Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. Overdue payments and financial penalties associated with those payments as of the date of the "total loss";
2. The carryover, transfer or rollover of a previous outstanding lease or loan balance from another vehicle to the original lease or loan for the scheduled "auto";
3. The dollar amount of any unrepaired damage which occurred prior to the total "loss" of the scheduled "auto";
4. All refunds paid or payable to you as a result of the early termination of the lease or loan agreement or, to the extent financed, as a result of the early termination of any warranty or extended service agreement on the scheduled "auto";
5. Financial penalties imposed under a lease agreement for high mileage, excessive use or abnormal wear and tear;
6. Nonrefundable security deposits; and
7. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease.

The following is added to paragraph A. Loss Conditions of SECTION IV – BUSINESS AUTO CONDITIONS:

Lease/Loan Gap Coverage shall apply to the remaining term of the original lease or loan agreement written on the scheduled "auto" at the time of total "loss".

Q. PERSONAL EFFECTS COVERAGE

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions:

c. Personal Effects

We will pay up to \$500 for "loss" to personal effects which are:

- (1) owned by an "insured"; and
- (2) in or on a covered "auto".

This coverage applies only in the event of a total theft of a covered "auto". No deductible applies to this coverage. Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment are not considered personal effects.

R. LOCKSMITH SERVICES

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions:

d. Locksmith Services

We will pay up to \$100 for necessary locksmith services incurred because keys to a covered "auto" have been lost, stolen or damaged. No deductible applies to this coverage.

S. TAPES, RECORDS AND DISCS COVERAGE

Exclusion B.4.a. of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply.

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions:

e. Tapes, Records And Discs Coverage

Under Comprehensive Coverage we will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (1) Are your property or that of a family member or employee
- (2) Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is \$200.

T. HIRED AUTO PHYSICAL DAMAGE

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision coverages are extended to an "auto" you lease, hire, rent, or borrow subject to the following:

- 1. The most we will pay for "loss" to any leased, hired, rented, or borrowed "auto" is the Actual Cash Value or the cost to repair the "auto", whichever is smallest.
- 2. The deductible for Hired Auto Physical Damage will be equal to the largest deductible applicable to any owned "auto" scheduled on this policy for that coverage. No deductible applies to loss by fire or lightning.
- 3. If the "loss" to the leased, hired, rented, or borrowed "auto" is covered by Comprehensive Coverage, and if no owned "auto" scheduled on this policy is insured for Comprehensive Coverage, a \$100 deductible will apply to the "loss".
- 4. If the "loss" to the leased, hired, rented, or borrowed "auto" is covered by Collision Coverage, and if no owned "auto" scheduled on this policy is insured for Collision Coverage, a \$1,000 deductible will apply to the "loss".

U. HIRED PRIVATE PASSENGER AUTOS AND LIGHT TRUCKS – WORLDWIDE COVERAGE

Paragraph B. 7.e.(1) of Section IV – BUSINESS AUTO CONDITIONS – Policy Period, Coverage Territory is replaced by the following:

A covered "auto" of the private passenger type or a light truck with Gross Vehicle Weight less than 10,001 pounds is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

V. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Section IV – BUSINESS AUTO CONDITIONS A.5. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against any person or organization to the extent required by you under a written contract executed prior to any "accident" or "loss", provided the "accident" or "loss" arises out of operations contemplated by such contract. This waiver applies only to the person or organization designated in such contract.



TEXAS STATUTORY PAYMENT BOND
(Texas Public Work)

Bond No: 70176446

KNOW ALL BY THESE PRESENTS, that Four Seasons Development Company, Inc.
(hereinafter called the Principal), as Principal and The Guarantee Company of North America USA (hereinafter called the Surety), as Surety, are held and firmly bound unto The City of Galveston, Texas
(hereinafter called the Obligee), as Obligee, in the amount of Sixty-five Thousand, Two Hundred Twenty-six Dollars and No Cents-----
(\$ 65,226.00) Dollars for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

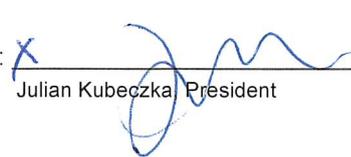
WHEREAS, the Principal has entered into a certain contract with Obligee, dated the _____ day of July, 2020 to RFP 20-15 / 83rd Street Canine Recreation Area / Contract #COG-CON-20-093, which contract is hereby referred to and made part hereof and to the same extent if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect.

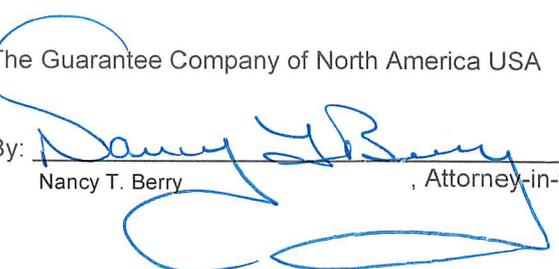
PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions of said Code to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument, this _____ day of _____ July, 2020.

Four Seasons Development Company, Inc.

By: 
Julian Kubezka, President

The Guarantee Company of North America USA

By: 
Nancy T. Berry, Attorney-in-fact



POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Richard D. Bright, Nancy T. Berry, Steven W Berry, Marla Gentry
INSURICA TX Insurance Services, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
- 2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
- 3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
- 4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak

Randall Musselman

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, Chief Executive Officer

Randall Musselman, Secretary

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland

My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this ____ day of July, 2020.

Randall Musselman

Randall Musselman, Secretary



TEXAS CONSUMER NOTICE

1. IMPORTANT NOTICE

To obtain information or make a complaint:

- You may contact your **agent** at:
- You may call The Guarantee Company of North America USA's toll-free telephone number for information or to make a complaint at: 1-866-328-0567
- You may also write to The Guarantee Company of North America USA at:

One Towne Square, Suite 1470
Southfield, Michigan 48076
Web: www.theguaranteeus.com
E-mail: Claims.US@theguarantee.com
Fax: 248-750-0431

- You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at: 1-800-252-3439

- You may write the Texas Department of Insurance:
333 Guadalupe Street
P.O. Box 149104
Austin, TX 78701
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

- PREMIUM OR CLAIM DISPUTES:**
Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

- ATTACH THIS NOTICE TO YOUR POLICY:**
This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o presentar una queja:

Puede contactar a su **agente** en:

Puede llamar al número de teléfono gratuito de The Guarantee Company of North America USA para obtener información o presentar una queja en: 1-866-328-0567

También puede escribir a The Guarantee Company of North America USA a:

One Towne Square, Suite 1470
Southfield, Michigan 48076
Web: www.theguaranteeus.com
E-mail: Claims.US@theguarantee.com
Fax: 248-750-0431

Puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos o quejas en: 1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:
333 Guadalupe Street
P.O. Box 149104
Austin, TX 78701
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS PREMIUM O DE RECLAMACIÓN:
Si tiene una disputa sobre su prima o sobre un reclamo, debe comunicarse primero con el (agente) (compañía) agente o la compañía). Si la disputa no se resuelve, puede comunicarse con el Departamento de Seguros de Texas (TDI).

ADJUNTE ESTE AVISO A SU POLÍTICA: Este aviso es solo para información y no se convierte en parte o condición del documento adjunto.

Appendix A – Proposal Document

Submittal Checklist: (To determine validity of offer)

Appendix A (pages 9 through 18) must be included in the submittal.

Appendix B – G (pages 19 through 25) all forms must be complete and included in the submittal.

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:

- | | |
|--|--|
| <input type="checkbox"/> Appendix B – Conflict of Interest
<input type="checkbox"/> Appendix C – House Bill 89 Verification
<input type="checkbox"/> Appendix D – Property Tax Statement | <input type="checkbox"/> Appendix E – Nepotism Statement
<input type="checkbox"/> Appendix F – Non-Collusion Statement
<input type="checkbox"/> Appendix G – Certification Regarding Debarment |
|--|--|

Appendix J (pages 29 through 38) must be included in the submittal.

All proposals submitted to the City of Galveston shall include this page with the submittal.			
RFP Number:	20-15		
Project Title:	Canine Recreation Area		
Submittal Deadline:	Monday, May 18, 2020 @ 2:00 p.m. CST		
Submit in person: City of Galveston Purchasing Division, 823 Rosenberg St., Room 300, Galveston, Texas 77550 or by mail: City of Galveston Purchasing Division, PO Box 779, Galveston, Texas 77553			
Proposer Information:			
Proposer's Legal Name:	Four Seasons Development Company		
Address:	5825 W. Sam Houston Pkwy N		
City, State & Zip	Houston, TX. 77041		
Federal Employers Identification Number #	76 - 0077255		
Phone Number:	(713) 466-7077	Fax Number:	(713) 896-4775
E-Mail Address:	cmckinney@fourseasonsdevelopmentco.com		
Proposer Authorization			
<p>I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Offeror.</p>			
Printed Name and Position of Authorized Representative: <u>Charles McKinney - Estimator</u>			
Signature of Authorized Representative: <u></u>			
Signed this <u>15th</u> (day) of <u>May</u> (month), <u>2020</u> (year)			

Four Seasons Development Co

PRICING FORM:

The Offeror shall submit a detailed price breakdown. The price breakdown as reviewed and agreed upon by the CONTRACTOR, ENGINEER and OWNER shall be used for preparing future estimates for partial payments to the CONTRACTOR, if applicable and shall list the major items of the work and a price for each item. Price breakdown shall be by Specification Section for each area of the project. Overhead, other general costs, and profit shall be prorated to each item so that the total of the prices for all items equals the lump sum price. The price breakdown shall be subject to the review of the PROJECT MANAGER, and the CONTRACTOR may be required to verify the prices for any or all items.

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
1	1	Mobilization - Demobilization	—	—
2	Per linear foot 2357'	Materials and Installation of Fencing (non-gate) - Chain Link Fabric, Posts, Rails, Caps, Clamps, Hardware, Concrete	\$ 18 ⁰⁰ ft	\$ 42,426.00
3	Per Corral 4	Materials and Installation - 15'X10' Double Gated Entry Corrals (Include End/Terminal Posts)	\$ 3400.00	\$ 13,600.00
4	Per Entrance 4	Materials and Installation - 10' Wide Rolling Gate Maintenance Entrances (Include End/Terminal Posts)	\$ 2300.00	\$ 9,200.00
5	1	Post Construction Site Clean-up	—	—
		TOTAL ALL LINE ITEMS		\$ 65,226.00

1. The undersigned Offeror proposes and agrees, if this bid is accepted, to enter into a contract with the City to perform and furnish all Work as specified herein for the Contract Price and within the Contract Period indicated in this proposal.
2. This proposal will remain subject to acceptance for ninety (90) days after the day of opening. Offeror will sign and submit the necessary documents required by the City prior to the date of the City's Award.

Authorized Representative (print name): Charles McFinney Date: 5-15-20

Authorized Representative (signature):  Title: Estimator - Proj. Coordinator

Appendix A – Proposal Document (continued)

I. REQUIRED PROPOSAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION

1. Proposed Products and/or Services

- A. Product or Service Description: Proposers should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix J. Promotional literature, brochures, or other technical information may be used.
- B. Additional Hardware Descriptions: Proposers should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.
- C. Material Safety Data Sheets (MSDS): If applicable, the successful Proposer shall provide the City with applicable MSDS documentation as required by applicable laws and regulations.
- D. Guarantees and Warranties: Each Proposer shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Proposer with the Bid submitted.
- E. Project Schedule/Delivery Date: Proposer must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the ITB. The Bid Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.

2. Cost of Proposed Products and/or Services

- A. Pricing: Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Schedule of Pricing: Proposer shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format:

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
			\$	\$
			\$	\$
			\$	\$
TOTAL ALL LINE ITEMS			\$	\$

3. Term of Contract and Option to Extend:

Any contract resulting from this RFP shall be effective upon execution by the City of Galveston. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

- A. This section left intentionally blank.

- B. This section left intentionally blank.
- C. This section left intentionally blank.

4. Proposer’s Experience / Staff

- A. Project Team: Identify all members of the Proposer’s team (including both team members and management) who will be providing any services proposed and include information which details their experience.
- B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.
- C. Business Establishment: State the number of years the Proposer’s business has been established and operating. If Proposer’s business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

37 years

State the number of years’ experience the business has: 1983; and the number of employees: 20+.

- D. Project Related Experience: All Bids must include detailed information that details the Proposer’s experience and expertise in providing the requested services that demonstrates the Proposer’s ability to logically plan and complete the requested project.

5. References SEE ATTACHED

Proposer shall provide four (4) references where Proposer has performed similar to or the same types of services as described herein. Proposer shall provide references not affiliated with the City of Galveston, or any of its employees.

Reference #1:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #2:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

FOUR SEASONS DEVELOPMENT COMPANY
 QUALIFICATION STATEMENT – FENCE PROJECTS

PROJECT	OWNER	CONTACT AND AMOUNT	START AND END DATE	% OF WORK COMPLETED
TIMBERLANE UTILITY DISTRICT CYPRESS CREEK PARK FENCE	VAN DE WIELE & VOGLER 2925 BRAIRPARK SUITE 275 HOUSTON, TX 77042	Jeffrey W. Vogler, P.E. (713) 782-0042 \$77,777.43	6/13 – 7/13	100%
TEXAS SOUTHERN UNIVERSITY WROUGHT IRON FENCE	TSU 3443 BLODGETT ST HOUSTON, TX 77004	CARLA WEST (713) 313-7375 \$68,544.00	8/13 – 9/13	100%
TEXAS A&M – UVALDE WROUGHT IRON FENCE AND GATES	TEXAS A&M AGRILIFE RESEARCH 1619 GARNER FIELD RD UVALDE, TX 78801	DAVID GLOCKZIN (979) 458-2184 \$24,892.09	9/13 – 9/13	100%
TEXAS DEPT OF PUBLIC SAFETY FLORENCE – SECURITY FENCE	TXDPS 820 CR 240 FLORENCE, TX 76527	RAY MILLER (512) 424-2205 \$134,350.00	9/13- 10/13	100%
TXDOT – ROBSTOWN FACILITY SECURITY FENCE AND GATES	TxDOT 7000 WASHINGTON AVE HOUSTON, TX 77007	SAM COPELAND (210) 615-5876 \$28,875.00	10/13 – 10/13	100%
PORT OF HOUSTON TURNING BASIN FENCE	PORT OF HOUSTON 111 EAST LOOP NO HOUSTON, TX 77029	ALVIN JACKSON (713) 670-2895 \$58,348.00	12/13 – 1/14	100%
GREENS PORT INDUSTRIAL PARK SECURITY FENCE	WATCO – GREENS PORT 1755 FEDERAL RD HOUSTON, TX 77015	ERNIE FARRAND (713) 455-1080 \$115,366.26	12/13 – 4/14	100%
PORT OF HOUSTON BAYPORT CRUISE TERMINAL	PORT OF HOUSTON 111 EAST LOOP NO HOUSTON, TX 77029	ALVIN JACKSON (713) 670-2895 \$36,000.00	9/14 – 9/14	100%
TXDOT PORT ARANSAS FERRY SECURITY FENCE AND GATES	1832 N SIDNEY BAKER KERRVILL, TX. 78028	SAM COPELAND (210) 615-5876 \$289,600.00	3/15 – 3/15	100%
BURNET CISD STADIUM FENCING	BURNET CISD STADIUM FENCING BURNET, TX. 78611	CHARLES GOBLE (512) 588-9143 \$78,542.00	7/15 – 8/15	100%

FOUR SEASONS DEVELOPMENT COMPANY
 QUALIFICATION STATEMENT – FENCE PROJECTS

PROJECT	OWNER	CONTACT AND AMOUNT	START AND END DATE	% OF WORK COMPLETED
TEXAS A&M AGRILIFE STEPHENVILLE PARKING LOT FENCE AND GATES	TAMU AGRILIFE 1229 N HWY 281 STEPHENVILLE, TX. 76401	TRENT BURFORD (979) 458-2184 \$23,300.00	9/15 – 9/15	100%
HENSEL PHELPS JENNIE SEALY HOSPITAL FENCING AND GATES	UTMB JENNIE SEALY HOSP	LUKE MURPHY (409) 572-2156 \$51,704.00	10/15 – 10/15	100%
CITY OF SEGUIN ELEVATED STORAGE TANKS	CITY OF SEGUIN 205 N RIVER SEGUIN, TX. 78155	EMERY GALLAGHER (830)379-3212 \$45,832.00	10/15 – 11/15	100%
SAN ANTONIO WATER SYSTEM STAHL RD / FOSTER RD	SAWS 2800 US HWY 281 NO SAN ANTONIO, TX. 78212	CARL DAYLONG (210) 233-3404 \$138,400.00	11/15 – 12/15	100%
PORT OF HOUSTON TURNING BASIN FENCE	PORT OF HOUSTON 111 EAST LOOP NO HOUSTON, TX 77029	DON SMITH (713) 670-2400 \$58,348.00	1/16 – 2/16	100%
NEW BRAUNFELS CEMETERY	CITY OF NEW BRAUNFELS 297 S GRAPE AVE NEW BRAUNFELS, TX 78130	KIP WIEBERDINK (830) 832-6771 \$78,773.00	8/16 – 9/16	100%
WESLACO ISD FENCING FOR 7 CAMPUSES 2016	WESLACO ISD 312 W 5 TH ST WESLACO, TX 78596	BALDEMAR GARCIA (956) 969-6569 \$396,997.00	9/16 – 12/16	100%
OAKWOOD CEMETERY FENCE	CITY OF HUNTSVILLE 1212 AVE M HUNTSVILLE, TX. 77340	BILLIE SMITH (936) 291-5495 \$107,374.00	12/16 – 1/17	100%
LASKER PARK POOL GALVESTON	ARDENT CONSTRUCTION 133 N FRIENDSWOOD DR #300, FRIENDSWOOD, TEXAS 775646	LARRY BROWN (832) 900-4805 \$33,051.00	5/17 – 5/17	100%
SEGUIN – VETTER ST BOOSTER STATION	RP CONSTRUCTORS	ROBERT PFEIFFER (512) 392-5111 \$32,335.00	5/17 – 6/17	100%

FOUR SEASONS DEVELOPMENT COMPANY
 QUALIFICATION STATEMENT – FENCE PROJECTS

PROJECT	OWNER	CONTACT AND AMOUNT	START AND END DATE	% OF WORK COMPLETED
WESLACO ISD FENCING FOR 7 CAMPUSES 2017	WESLACO ISD 312 W 5 TH ST WESLACO, TX 78596	BALDEMAR GARCIA (956) 969-6569 \$463,251.00	10/17 – 5/18	100%
VARNETT PUBLIC SCHOOLS FENCE FOR SE CAMPUS	VARNETT PUBLIC SCHOOLS 5025 S WILLOW DR HOUSTON, TX. 77035	TERRELL RUSSELL (713) 726-7603 \$79,776.00	10/18 – 11/18	100%
BUNDY LAKE FENCE PROJECT	HC MUD #71 1950 LOCKWOOD BYPASS RICHMOND, TX. 77460	NICK COOKE (512) 239-8096 \$227,288.58	10/18 – 1/19	100%
ROCKPORT MARINE LAB	TEXAS PARKS & WILDLIFE 702 NAVIGATION CIR ROCKPORT, TX 78382	WILLIAM RAMOS (512) 627-4179 \$9,069.00	12/18 – 12/18	100%
KENDLETON – WILLIE MELTON	FORT BEND COUNTY PARKS PO BOX 509 FRESNO, TX. 77545	Michel Davis (281) 835-9419 \$14,638.00	1/19 - 1/19	100%
JONES CREEK RANCH and FOUR CORNERS RECREATION	FORT BEND COUNTY PARKS PO BOX 509 FRESNO, TX. 77545	Michel Davis (281) 835-9419 \$24,970.00	5/19 – 5/19	100%
COLLEGE STATION UTILITIES ELECTRICAL FACILITY	COLLEGE STATION UTILITES 1601 GRAHAM RD COLLEGE STATION, TX. 77842	Cody Leis (979) 764-6226 \$49,886.00	8/19 – 9/19	100%
PORT OF HOUSTON AUTH SECURITY FENCE REPLACEMENT PORTWIDE	PORT OF HOUSTON 111 EAST LOOP NO HOUSTON, TX 77029	Oscar Zavala (713) 906-6078 \$148,100	10/19 – 11/19	100%
SAN ANTONIO WATER SYSTEM LEON CREEK WRC SECURITY FENCE	SAWS 2800 US HWY 281 NO SAN ANTONIO, TX. 78212	CARL DAYLONG (210) 233-3404 \$223,673.00	10/19 – 12/19	100%
JONES CREEK RANCH PARK BALLFIELDS	FORT BEND COUNTY PARKS PO BOX 509 FRESNO, TX. 77545	Abran Lopez (281) 642-3727 \$24,970.00	1/20 – 2/20	100%

Reference #3:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #4:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

6. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This proposal ___ (does) ___ (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

7. Federal, State and/or Local Identification Information

- A. Centralized Master Bidders List registration number: _____.
- B. Prime contractor HUB / MWBE registration number: _____.
- C. An individual Proposer acting as a sole proprietor must also enter the Proposer’s Social Security Number: # _____-_____-_____.
- D. Dun and Bradstreet Number - Data Universal Numbering System (DUNS): _____.
- E. All vendors contracting with the City of Galveston may be required to register, or have an active registration with the System for Award Management (SAM.gov). Registration is free. The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds. Registration must be completed prior to contract award by City Council. Registering online is accomplished on the SAM website here: <https://www.sam.gov/portal/SAM/##11#1>.

8. Emergency Business Services Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **purchasing@galvestontx.gov**.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Galveston procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: Few Seasons Development Co

Contract #: RFP # 20-15

Description: Canine Recreation Area

Primary Contact (Name): Charles McKinney

Primary Contact Phone Numbers: Home: — Cell: (904) 315-6751

Secondary Contact (Name): Julian Kubeczka

Secondary Contact Phone Numbers: Home: — Cell: (713) 252-0061

After Hours emergency opening fee, if applicable: \$ NA

9. Cooperative Governmental Purchasing Notice

Other governmental entities maintaining inter-local agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this RFP from the successful Proposer. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Proposer and be responsible for ensuring full compliance with the RFP specifications. Prior to other governmental entities placing orders, the City will notify the successful Proposer of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

Yes, Others can purchase purchase.

No, Only the City can

II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:

1. Delivery of Products and/or Services

- A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: accountspayable@galvestontx.gov. See Appendix H for ACH Payment Information, if you elect to receive your payments according to Appendix H, fill out the form and return with your documents.
- B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.
- D. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Proposer. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Proposer at no additional cost to the City.
- E. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.
- F. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.

- G. Liquidated Damages: The parties agree that, if the Project is not completed within the time specified plus any extensions of time allowed pursuant thereto, the actual damages sustained by the Owner because of any such delay will be uncertain and difficult of ascertainment, and that the reasonable foreseeable value of the use of said project by the Owner would be the sum of \$250.00 per calendar day. The Contractor therefore agrees to pay, and the Owner agrees to accept, as liquidated damages and not as a penalty, the sum of \$250.00 per calendar pay for each day's delay in fully completing said project beyond the time specified in the Contract and any extensions of such time allowed there under.
- H. Change Orders: per Texas Local Government Code Sec. 252.048. CHANGE ORDERS.
- (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.
- (b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.
- (c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.
- (c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of \$100,000 or less, or a lesser amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.
- (d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

2. **Miscellaneous**

- A. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer-employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Purchasing Supervisor. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Liens: Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. Gratuities / Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract

- E. Financial Participation: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Proposer certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.
- H. Authority to Enter Contract – City: The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include “approved as to form” and be signed by the City Attorney before the City Manager will execute the contract. Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City’s Legal Department prior to being signed by the City Manager, (City’s authorized representative).
- I. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.
- J. Non-Discrimination: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin. (3) In the event of the contractor’s noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- K. Wage Rates: In conformance with applicable statutes, the general prevailing wage rates determined by the United States Department of Labor in accordance with the Davis-Bacon Act, in the locality in which the work is to be performed have been asserted and such rates

shall be the minimum paid for labor employed on this project. If, however, Federal funds are used specified wage decisions will be listed as part of the overall bid document.

3. **Financial Responsibility Provisions**

A. **Insurance:** The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Services, Appendix J) as City may require, naming the City of Galveston as the additional insured:

- i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
- ii. Commercial General Liability insurance for at least One Million Dollars (\$1,000,000) on a per occurrence basis, with a Two Million (\$2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;
- iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;
- iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Services.

Insurance coverage shall be on an "occurrence basis"

B. **Indemnification:** In Accordance with State Law, the contractor agrees to indemnify, save, and hold harmless the City of Galveston, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgements, or liabilities, for personal injury, death, or property damage resulting from the acts or omissions of anyone under the contractor's supervision or control.

In the event of any cause of action or claim asserted by a party to this agreement or any third party, the City will provide the contractor with timely notice of such claim, dispute or notice. Thereafter, the contractor shall at its own expense, faithfully and completely defend and protect the City against any and all liabilities arising from this claim, cause of action, or notice.

- i. **Indemnity for Intellectual Property:** Proposer hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Proposer agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

C. **Bond Requirements:** If applicable, per the Scope of Work, prior to the commencement of work on this Project, Bidder shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, unless otherwise stated below:

- i. Bid bonds are required for bids over \$25,000.00 in the amount of 5% of the total bid amount. This must be issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, or a Cashier's Check.
- ii. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
- iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and
- iv. A maintenance bond insuring full and prompt maintenance, repair and/or replacement of the goods to be provided by Bidder for a period of two years from date of acceptance by the City.

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer’s family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a Proposal to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4A and 4B development corporations;
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Galveston who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer’s family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a “Conflict of Interest Questionnaire” (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding “employment or business relationships” with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or Proposals, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a Proposal or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. ***The Finance Department is required by law to post the statements on the City’s website.***

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

**OFFICE
USE
ONLY**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

Date Received

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1. Name of person who has a business relationship with local governmental entity.

N/A

2. Check this box if you are filing an update to a previously filed questionnaire.

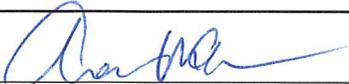
(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
 Yes No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
 Yes No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
 Yes No
- D. Describe each employment or business relationship with the local government officer named in this section.

4. 

Signature of person doing business with the governmental entity

5-16-20

Date

Adopted 06-29-2007

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix C - House Bill 89 Verification

Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.
3. Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

I, Charles McKinney (Person name), the undersigned representative of (Company or

Business Name) Four Seasons Development Co (hereinafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

- a. Does not boycott Israel currently; and
- b. Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Galveston, Texas.

5-15-20
DATE

Charles McKinney
SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF Texas §
COUNTY OF Harris §

On this day, BEFORE ME, the undersigned, personally appeared Charles McKinney the Sales of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of May, 2020



Rusty W. Burress
NOTARY PUBLIC in and for the
State of Texas

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix D – Property Tax Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
“NON-RESPONSIVE.”**

The City of Galveston, Texas has adopted the following policy:

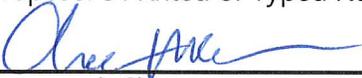
The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

I do not owe the City property taxes that are delinquent.

I owe City property taxes that are delinquent on property located at

Charles McKinney
Proposer's Printed or Typed Name


Proposer's Signature

5-15-20
Date

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE
PROPOSAL.**

Appendix E – Nepotism Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR BID OR PROPOSAL "NON-RESPONSIVE."

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Proposer or Bidder is an individual:

_____ I am not related by blood or marriage to any official or employee of the City of Galveston

_____ I am related by blood or marriage to the following official(s) or employee(s) of the City of Galveston

Name and title of City Official

Or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

The officers of the company submitting this bid or proposal are not related by blood or marriage to any official or employee of the City of Galveston.

_____ The officers of the company submitting this Proposal are related by blood or marriage to the following official(s) or employee(s) of the City of Galveston.

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix F – Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS PROPOSAL IN COLLUSION WITH ANY OTHER PROPOSER, AND THAT THE CONTENTS OF THIS PROPOSAL AS TO PRICES, TERMS OR CONDITIONS OF SAID PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS PROPOSAL.

VENDOR Four Seasons Development Co

ADDRESS 5825 W Sam Houston Pkwy N
Houston TX 77041

PHONE (713) 466-7077

FAX (713) 896-4775

PROPOSER (SIGNATURE) 

PROPOSER (PRINTED NAME) Charles McKinney

POSITION WITH COMPANY Estimote - Project Coordinator

SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS PROPOSAL 

COMPANY OFFICIAL
(PRINTED NAME) Julian Kubeczka

OFFICIAL POSITION owner

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

**Appendix G – Document 00435
The City of Galveston, Texas**

**DOCUMENT 00435, REQUIRED BY ALL BIDDERS WHO WILL RECEIVE FEDERAL FUNDS IN
PAYMENT OF PROCUREMENT.**

**PROPOSER’S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION (49 CFR PART 29)**

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. Proposer agrees that by submitting this proposal that Proposer will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

Charles McKinney
(Printed or typed Name of Signatory)

Chal McKinney
(Signature)

5-15-20
(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE
PROPOSAL.**

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

Date: 5-15-20
 Bidder (Legal Name of Firm): Fair Seasons Development Co Inc
 Date Organized: 1983 July
 Name of Owner(s): Julian Kubacki
 Address: 5025 W. Sam Houston Pkwy N
Houston, TX. 77041

Date Incorporated: July 18, 1983
 Federal ID Number: 76-0027255
 Number of Years in contracting business under present name: 37
 List all other names under which your business has operated in the last 10 years:

Work Presently Under Contract:

Contract	Amount \$	Completion Date
<u>Kids R Kids - Document</u>	<u>27,665.00</u>	<u>March 5th</u>
<u>Fair Bend County Animal Services</u>	<u>23,200.00</u>	<u>March 8th</u>
<u>Stream Flo - Gate Relocate</u>	<u>6205.00</u>	<u>Feb 28th</u>

Type of work performed by your company: Fence - All types of Construction

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):

Have you ever failed to complete any work awarded to you? Yes No
 (If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract? Yes No
 (If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five year period or is still in effect? Yes No

(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount \$	Mo/Yr Completed
<u>SEE ATTACHED</u>		

Major equipment available for this contract: AUGER

Are you in compliance with all applicable EEO requirements? Yes No
 (If no, please attach summary of details on a separate sheet.)

Are you a Section 3 business? (see below) Yes No

Section 3 Business Concerns:
 a) Businesses that are 51 percent or more owned by Section 3 residents;

- b) Businesses whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the firm were Section 3 residents;
- c) Businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar amount of all subcontracts to be awarded to businesses that meet the qualifications described above; or
- d) Businesses located within the Grant Recipient's jurisdiction that identifies themselves as Section 3 Business Concerns because they provide economic opportunities for low- and very low income persons.

Bank References SEE ATTACHED
 Address: _____ Contact Name: _____
 City & State: _____ Zip: _____ Phone Number: _____
 Credit available: \$ _____

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? Yes No
 (If yes, please attach summary of details on a separate sheet.)

List on a sheet attached hereto all judgements, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Signed this 15th day of May, 2020.

[Signature]
 Signature

Charles McKinney - Estimator
 Printed Name and Title

Four Seasons Development Co.
 Company Name

Notary Statement:
Charles McKinney being duly sworn, says that he/she is the Estimator Position/Title
 of Four Seasons Development Co. (Firm Name), and hereby swears that the answers to the foregoing
 questions and all statements therein contained are true and correct. He/she hereby authorizes and requests any person,
 firm, or corporation to furnish any information requested City/County of Harris in verification of the
 recitals comprising this Statement of Bidder's Qualifications.

Subscribed and sworn before me this 15th day of May, 2020

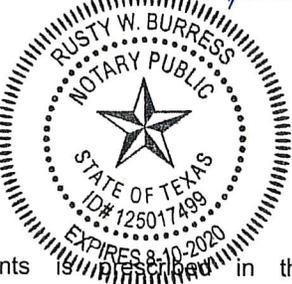
Notary Public
[Signature]

Signature
Rusty W. Burress

Printed Name

My Commission Expires: 8/10/20

The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.



FOUR SEASONS DEVELOPMENT CO., INC.

5825 West Sam Houston Pkwy North

Houston, TX. 77041

References / Bank Information

BANK INFORMATION

CONTACT (S):

Community Bank of Texas
6461 FM 1960 West
Houston, TX 77069

Michael Pfisterer
713-210-7649 / 832-339-3569
Chris Collins 713-210-7645

REFERENCES:

CONTACT (S):

Redco Tool & Fastener Supply LLC
6125 W Sam Houston Pkwy N #201
Houston, TX 77041

John or Debbie Knowles
Ph: 713-725-2788 Office: 713-937-8665
Fax: 713-937-8676

Action Plumbing Supplies
14620 Hempstead Highway
Houston, TX. 77040

Mr. Gary Jozwiak
Ph: 281-705-6542 Office: 713-466-1966
Fax: 713-466-5166

SCS Construction Management
7510 Wright Road
Houston, TX: 77041

Mr. Robert Scherer
Ph: 713-516-7030 Office: 713-466-6450
Fax: 713-466-9771

United Structures of America
DEPT CODE 003
PO BOX 3108
Houston, TX 77253-3108

Ms. Edith Baldrige
Ph: 281-442-8247

DATE INCORPORATED: JULY 18, 1983

TAX ID: 760077255

15914 Capri Drive
Houston, TX. 77040
(713) 937-8868

JK - 459-98-1709 - SSN
10/25/1953
PK - 444-98-5208 - SSN
7/15/1953

07781798 - TDL
07316393 - TDL

FOUR SEASONS DEVELOPMENT CO., INC.

**5825 West Sam Houston Pkwy North
Houston, TX. 77041**

References / Bank Information

Insurance/Bonding Information

Insurica

19450 State Hwy 249

STE 550

Houston, Texas 77070

Ph: (713) 939-9898

Ph: (800) 627-6474

Fax: (713) 939-7416

Kim Smith

ksmith@insurica.com

To Whom It May Concern:

Per your request, the following is a list of Superintendents along with contact numbers and resume information.

Julian Kubeczka
713-466-7077

Experience includes Owner & President of Four Seasons Development since 1980 and has overseen all projects from Decks and Fences to Custom Homes to Commercial Development.

Jeff Hartgrove
281-541-9620

Construction Superintendent and Project Manager with Four Seasons Development since February 1995, responsible for new construction and commercial remodel jobs. Experienced in Electrical, Plumbing, Carpentry, Concrete and Site Work.

Bill Donohue
832-347-8333

General Superintendent with Four Seasons Development since February 2008. Past experience includes Superintendent over all aspects of construction from excavating to finished product for 35 years.

Don Jones
713-899-4594

General Superintendent with Four Seasons Development since December 2013. Past experience includes Superintendent over all aspects of commercial from ground to finished product, high end residential remodel work and historical renovations for 30 years.

Kevin Winkelmann
281-541-8642

Project Manager and Project Superintendent with Four Seasons Development for a total of 19 years. Responsible for estimating future projects, setting up new projects, commercial and residential and presiding over most company projects including all areas of paperwork, submittals and close out documents.

20 Workers on staff consisting of Machine Operators, Fence Installers and Laborers.



Date: 5/4/2020
To: Prospective Proposers
Subject: Addendum No. 1
Submission of Solicitation Documents

This addendum forms part of the proposal and contract documents and modifies the original solicitation documents dated 4/22/2019. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT OFFEROR TO DISQUALIFICATION.

The City of Galveston has adopted Resolution 20-015 concerning the acceptance of electronic solicitation submittals. The City will now begin accepting secured electronic submittals of solicitations. No paper copies will be accepted by the City of Galveston.

Submit the response to this solicitation using the link below:

[Click Here to Upload Submittal](#)

A virtual/teleconference solicitation opening will be held here:

Join Zoom Meeting

<https://zoom.us/j/91322833671?pwd=SWd2NEhJdUVPVFlsbzhsR3lBWlE3Zz09>

Meeting ID: 913 2283 3671

Password: 257196

One tap mobile

+13462487799,,91322833671#,,1#,257196# US (Houston)

+16699006833,,91322833671#,,1#,257196# US (San Jose)

Dial by your location

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

Meeting ID: 913 2283 3671

Password: 257196

Find your local number: <https://zoom.us/u/amPOSseYi>



CITY OF GALVESTON – RFP # 20-15
ADDENDUM # 1
83RD STREET CANINE RECREATION AREA

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.

Chal McKinney 5-18-20
Authorized Signature **Date**

Charles McKinney Four Seasons Development Co
Printed Name **Company Name**

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL



Date: 5/8/2020
To: Prospective Proposers
Subject: Addendum No. 2
Questions and Answers

This addendum forms part of the proposal and contract documents and modifies the original solicitation documents dated 4/22/2020. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT OFFEROR TO DISQUALIFICATION.

Questions and Answers:

What width are the corral gates? 3ft.

Location of the 4 rolling maintenance gates? The exact locations have not been determined.

Are the maintenance gates to be cantilever style or a roller on track with concrete footing?
Roller on track with concrete footing. If roller on track, details on concrete footing need to be provided. Concrete footing should be industry standard/manufacturers recommendation.

Any site grading required prior to or after fencing installed? Site grading will be completed prior to fence installation.

We shall assume that all water stations, benches, and other misc items not listed on the price form are to be not in contract? Contract is for fencing only.

Will the fence lines or a corner be staked? We will provide a drawing of the finalized fencing layout. The corners will be staked prior to the NTP.

Is any grading or elevation changes or obstruction removal required, and whose responsibility is it? The City has hired a contractor to address elevation and grading issues.

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.

Charles McKinney
Authorized Signature

5-18-20
Date

Charles McKinney
Printed Name

Four Seasons Development Co
Company Name

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL



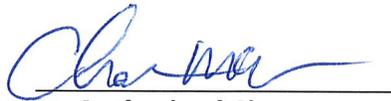
CITY OF GALVESTON – RFP # 20-15
ADDENDUM # 4
83RD STREET RECREATION AREA

Date: 5/14/2020
To: Prospective Proposers
Subject: Addendum No. 4
ACH Form

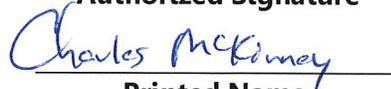
This addendum forms part of the proposal and contract documents and modifies the original solicitation documents dated 4/22/2020. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT OFFEROR TO DISQUALIFICATION.

Do not return the ACH Form completed with banking and account information. Form can be returned upon award of the contract to Accounts Payable (accountspayable@galvestontx.gov), or Purchasing (purchasing@galvestontx.gov).

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.



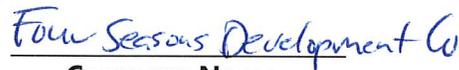
Authorized Signature



Printed Name



Date



Company Name

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL



CITY OF GALVESTON – RFP # 20-15
REQUEST FOR INFORMATION # 1
83RD STREET CANINE RECREATION AREA

Date: 6/4/2020

To: Four Seasons Development Company
Charles McKinney, Estimator
cmckinney@fourseasonsdevelopmentco.com

Subject: RFI No. 1
83rd Street Canine Recreation Area

The City of Galveston is requesting a timeline for the project from your company, as it was not included in the submittal.

Thank you for your assistance. Provide the response in an email to purchasing@galvestontx.gov; on or before Friday, June 5, 2020 @ 2:00 pm CST. Send the acknowledgement of receipt of RFI #1 to purchasing@galvestontx.gov. Response to the RFI must include this form with a signature from the signer of the original solicitation document, Appendix A.

A handwritten signature in blue ink, appearing to read "Charles McKinney", written over a horizontal line.

Authorized Signature

A handwritten date "6-4-2020" in blue ink, written over a horizontal line.

Date

7. Scope of Services

General Information

The City of Galveston is seeking bids for the installation of dog park fencing for a Canine Recreation Area located in Galveston near the intersection of 83rd Street and Terminal Drive. This project is expected to be 2.5 to 4 acres in size and must be completed within fourteen (14) days, upon notice to proceed. Site visits are encouraged, as the area is open to the public, however, vendors must practice social distancing at the site.

Requirements

- 1) Furnish all labor and materials for the installation of a 6-foot-high canine park fence with small canine and time out sections, double gated corral entrances, and rolling gate maintenance entrances.
- 2) See Exhibit 1 for conceptual information including Small Canine and Time Out sections
- 3) All hot dipped galvanized materials
- 4) Material should be all schedule 40-gauge framing.
- 5) Fence Type: 9-gauge cyclone/chain link fencing
- 6) Post Gap: Line posts gap not to exceed ten (10) feet
- 7) 2-³/₈-inch terminal, end and gateposts
- 8) 2-inch line posts
- 9) 1-⁵/₈-inch top rails
- 10) 1-⁵/₈-inch bottom rails
- 11) Post hole depth should be one-third (1/3) to one-half (1/2) of the post height. The diameter shall be three (3) times the width of the post.
- 12) Concrete for posts to be mounded at the base of the post to prevent ponding.
- 13) Dome caps for all posts
- 14) Four (4) each 15-foot X 10-foot (corral dimension) double gated entry corrals with 6-foot-high walk gates
- 15) Four (4) each 6-foot-high X 10-feet-wide rolling gate maintenance entrances
- 16) All gates to include fork latch that can accommodate a padlock
- 17) All construction/workmanship to meet or exceed industry standards
- 18) Removal of post construction materials and general clean-up of site is required daily and at the completion of the project.
- 19) Provide warranty information
- 20) Contractor is responsible for identifying underground utilities
- 21) Contractor must comply with all local, state, and federal permitting requirements
- 22) Contractor must comply with all Federal Labor Laws
- 23) Vendor must include an estimated construction time line for completion of project with submittal.



City of Galveston

DEPARTMENT OF PARKS AND RECREATION

2222 – 28th Street | Galveston, TX 77550
409-797-3700

July 10, 2020

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Barbara Ekelund-Sanderson

RE: CONSIDER FOR APPROVAL AMENDING COG-CON-18-108 TO RATIFY THE DOLLAR AMOUNT AGREED UPON BETWEEN THE CITY OF GALVESTON AND CIVIC PLUS (A.K.A. CIVIC REC) FOR RECREATION MANAGEMENT SOFTWARE AT MCGUIRE-DENT AND WRIGHT CUNEY RECREATION CENTERS AND LASKER PARK POOL.

I. Background

- A. The City's Parks and Recreation Department seeks to continue working with Civic Rec a comprehensive, web-based Recreation Management Software system that enables staff to handle membership/pass management, automated activity registration, point of service sales, and financial reporting at McGuire-Dent and Wright Cunev Recreation Centers, and Lasker Park Pool.
- B. The original three (3) year contract (COG-CON-18-108) with an option to renew for two (2) one-year periods was Approved by City Council on July 26, 2018, Item 11N. (RFP 18-11.) The Year One cost was \$10,000.00. The Year Two cost was \$4,500.00. To date, the City of Galveston has paid \$14,500.00 for these services. We are currently entering Year Three of the Contract beginning October 1, 2020.

II. Current Situation

Beginning in the third year of the contract, Civic Plus (a.k.a. Civic Rec) re-evaluates and determines the contract amount for annual services based on prior year transaction volume. They are proposing \$4,500.00 for the period of October 1, 2020 through August 30, 2021. This is the same cost as the prior year period. As a whole, the entire contract term will exceed \$15,000.00 and thus, approval from City Council for amending the contract to ratify the agreed upon dollar amount is needed.

III. Issues

1. Cost – \$4,500.00 for the period of October 1, 2020 through August 30, 2021 (amount is for annual services re-evaluated and determined based on prior year transaction volume, and is the same as the prior year period).





City of Galveston

DEPARTMENT OF PARKS AND RECREATION

2222 – 28th Street | Galveston, TX 77550

409-797-3700

2. Timing – No timing issues
3. Impact or ramifications – Approving the amendment would allow Pool and Recreation Center staff to continue membership management and provide for uniformed accessibility across all City Recreation facilities. Additionally, Civic Rec allows for online access and notifications for residents, as well as assisting in scheduling and payment processing online.
4. No Departmental Issues.

IV. Alternatives in order of priority

- A. City Council approves amending COG-CON-18-108 to ratify the dollar amount agreed upon between the City of Galveston and Civic Plus (a.k.a. Civic Rec) for Recreation Management Software at McGuire-Dent and Wright Cuney Recreation Centers, and Lasker Park Pool.
 1. Cost – \$4,500.00 for the period of October 1, 2020 through August 30, 2021 (amount is for annual services re-evaluated and determined based on prior year transaction volume, and is the same as the prior year period).
 2. Timing – N/A
 3. Impact or ramifications – Approval will allow Parks and Recreation staff to continue providing membership services, scheduling and online payments at McGuire-Dent and Wright Cuney Recreation Centers and Lasker Park Pool without disruption.
 4. City staff recommends this option.
- B. City Council does not approve amending COG-CON-18-108 to ratify the dollar amount agreed upon between the City of Galveston and Civic Plus (a.k.a. Civic Rec) for Recreation Management Software at McGuire-Dent and Wright Cuney Recreation Centers, and Lasker Park Pool.
 1. Cost – No additional cost at this time.
 2. Timing – N/A
 3. Impact or ramifications – City Recreation Staff will be forced to resort back to utilizing paper forms and excel spreadsheets to document membership, payments, and activity registrations, and for providing member and financial reports, while awaiting further instruction on, or a new RFP for, possible new membership software.





City of Galveston

DEPARTMENT OF PARKS AND RECREATION
2222 – 28th Street | Galveston, TX 77550
409-797-3700

V. Recommendation

Concur in Alternative A and approve authorizing the City Manager to enter into an (1) year contract renewal with Civic Plus (a.k.a. Civic Rec) for Recreation Management Software at Lasker Park Pool, as well as McGuire-Dent and Wright Cuney Recreation Centers.

VI. Fiscal Impact Report

Requested by: Barbara Ekelund-Sanderson
Executive Director of Community Outreach

Funding Source: 50% (\$2,250.00) Recreation & Admin. General Fund
50% (\$2,250.00) Lasker Park Pool Fund

Costs of implementation: \$4,500.00 for the period of October 1, 2020 through August 30, 2021 (amount is for annual services re-evaluated and determined based on prior year transaction volume, and is the same as the prior year period).

Additional Information: Staff currently has all hardware and needed supplies in place to sustain continuance of current Civic Rec software and services without disruption.

Respectfully Submitted,

Barbara Ekelund-Sanderson
Executive Director of Community Outreach

Approved,

Brian Maxwell
City Manager



CIVICREC

7/8/2020

Ja'Nice Lockett
Finance Department
823 Rosenberg Galveston, TX 77550
(409) 797-3574

Recreation Management System:

Dear Ja'Nice:

Our current contract states a 36 month agreement with an option in year 4. Per your request, below is the amount due to continue service from 10/1/2020 – 8/30/2021 for the 3rd year of the contract.

Annual Services (Year 3): \$4,500

Sincerely,

Lucas Clark
Enterprise Account Manager
Lclark@civicplus.com
Direct Line 785-323-1579



**AMENDMENT – CIVI PLUS- PARKS MANAGEMENT
SOFTWARE**

Amendment Number 1 to Contract # COG-CON-18-108

RFP 18-11 Parks Management Software

THIS AMENDMENT is by and between the City of Galveston, a municipality incorporated under the laws of the State of Texas, Galveston Texas, and CivicPlus, Inc., (Company), located at 302 South 4th Street, Suite 500, Manhattan, Kansas 66502. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms.

WHEREAS, the City and CivicPlus, Inc. entered into an Agreement, Contract# COG-CON-18-108, effective July 31, 2018 for services related to enter Parks Management Software here in RFP# 18-11 Parks Management Software.

WHEREAS, the City and CivicPlus Inc., agree to make the following amendment a part of the Agreement.

Section 9. **COMPENSATION, is hereby amended and restated as follows:** The City shall compensate Company for the Work at the agreed upon price of the *not-to-exceed amount of ten thousand dollars and zero cents (\$10,000.00) for the first year, to be invoiced in two installments: the first \$5,000 invoiced at signing, the second \$5,000 to be invoiced at the earlier of the launch of the service, or 6 months from signing; and a not-to-exceed amount of four thousand, five-hundred dollars and zero cents (\$4,500) for the second year, as detailed in Exhibit A, to be invoiced 12 months from signing.* The not-to-exceed amount for the third year will be *four thousand, five hundred dollars and zero cents (\$4,500)*. Company will furnish an invoice to the City detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at 302 South 4th Street, Suite 500, Manhattan, Kansas 66502. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date. City acknowledges that the pricing described herein and in Exhibit A are solely compensation for Company and do not include any transaction fees or processing rates imposed by any merchant provider.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

CivicPlus, Inc.

By: _____
Brian Maxwell, City Manager

By: _____
Brian Rempe, CEO

ATTEST:

Janelle Williams, City Secretary

APPROVED AS TO FORM

City Attorney

BY EXECUTION OF THIS ADDENDUM, COMPANY ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

THE STATE OF TEXAS §
 §
_____ **COUNTY §**

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2020.

Notary Public in and for
The State of Texas

**AMENDMENT – CIVIC PLUS- PARKS MANAGEMENT
SOFTWARE**

Amendment Number 1 to Contract # COG-CON-18-108

RFP 18-11 Parks Management Software

THIS AMENDMENT is by and between the City of Galveston, a municipality incorporated under the laws of the State of Texas, Galveston Texas, and CivicPlus, LLC, formally known as CivicPlus, Inc., (Company), located at 302 South 4th Street, Suite 500, Manhattan, Kansas 66502. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms.

WHEREAS, the City and CivicPlus, LLC. entered into an Agreement, Contract# COG-CON-18-108, effective July 31, 2018 for services related to enter Parks Management Software here in RFP# 18-11 Parks Management Software.

WHEREAS, the City and CivicPlus, LLC, agree to make the following amendment a part of the Agreement.

Section 9. **COMPENSATION, is hereby amended and restated as follows:** The City shall compensate Company for the Work at the agreed upon price of the *not-to-exceed amount of ten thousand dollars and zero cents (\$10,000.00) for the first year, to be invoiced in two installments: the first \$5,000 invoiced at signing, the second \$5,000 to be invoiced at the earlier of the launch of the service, or 6 months from signing; and a not-to-exceed amount of four thousand, five-hundred dollars and zero cents (\$4,500) for the second year, as detailed in Exhibit A, to be invoiced 12 months from signing.* The not-to-exceed amount for the third year will be *four thousand, five hundred dollars and zero cents (\$4,500).* Company will furnish an invoice to the City detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at 302 South 4th Street, Suite 500, Manhattan, Kansas 66502. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date. City acknowledges that the pricing described herein and in Exhibit A are solely compensation for Company and do not include any transaction fees or processing rates imposed by any merchant provider.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

CIVICPLUS, LLC

By: _____
Brian Maxwell, City Manager

By: Amy Vikander
Amy Vikander, Vice President of
Client Services

ATTEST:

Janelle Williams, City Secretary

APPROVED AS TO FORM

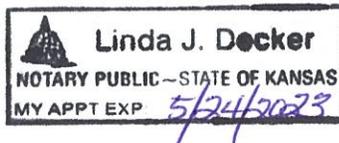
City Attorney

BY EXECUTION OF THIS ADDENDUM, COMPANY ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

THE STATE OF KANSAS §
 §
Riley COUNTY §

On this day, BEFORE ME, the undersigned, personally appeared Amy Vikander of **CivicPlus, LLC.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16 day of July, 2020.



Linda J. Decker
Notary Public in and for
The State of Kansas

CIVICREC®

7/8/2020

Ja'Nice Lockett
Finance Department
823 Rosenberg Galveston, TX 77550
(409) 797-3574

Recreation Management System:

Dear Ja'Nice:

Our current contract states a 36 month agreement with an option in year 4. Per your request, below is the amount due to continue service from 10/1/2020 – 8/30/2021 for the 3rd year of the contract.

Annual Services (Year 3): \$4,500

Sincerely,

Lucas Clark
Enterprise Account Manager
Lclark@civicplus.com
Direct Line 785-323-1579





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C. No. Ext): 1-877-945-7378 FAX (A/C. No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED CivicPlus 302 S 4th Street, Suite 500 Manhattan, KS 66502	INSURER A: Great Northern Insurance Company NAIC # 20303	
	INSURER B: Federal Insurance Company 20281	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W16465447 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		Y	3602-53-12	05/17/2020	05/17/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		Y	7358-87-92	05/17/2020	05/17/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			7989-49-14	05/17/2020	05/17/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	(20) 7174-92-49	05/17/2020	05/17/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Waiver of Subrogation applies in favor of Certificate holder with respects to General Liability and Auto Liability.

CERTIFICATE HOLDER

CANCELLATION

City of Galveston Galveston TX 77550	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



Galveston Police Department

OFFICE OF THE CHIEF STAFF REPORT

July 23rd, 2020

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Vernon L. Hale, III, Chief of Police

RE: Consider for approval the purchase of 15 Vista HD Body Worn Cameras and related equipment from WatchGuard Video through Buy Board (Contract #568-18) for a total amount of \$20,025. Funding will be the Police Academy Minor Equipment account.

I. Background

- A. The Galveston Police Department requires additional body worn cameras to issue to new officers completing the police academy. The Department's current stock is low and the purchase includes a 3 year no-fault warranty.
- B. The use of body worn cameras is not only policy for the Galveston Police Department, but also improves evidence collection, strengthens officer performance, accountability, and enhances agency transparency.

II. Current Situation

Whether to approve the purchase of the fifteen (15) HD Vista Body Worn Cameras.

III. Issues

1. Cost – The total cost of the fifteen (15) HD Vista Body Worn Cameras is \$20,025.
2. Timing – This purchase is necessary immediately to issue Body Worn Cameras to the new police officers.
3. Departmental Improvements – The department will be able to outfit all new hires and cadets with Body Worn Cameras.





Galveston Police Department

OFFICE OF THE CHIEF STAFF REPORT

IV. Alternatives in order of priority

- A. Approval of the purchase of fifteen (15) HD Vista Body Worn Cameras.
- B. Do not approve the purchase of fifteen (15) HD Vista Body Worn Cameras.

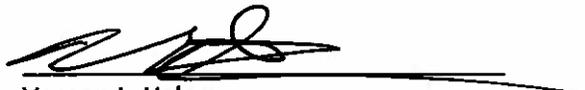
V. Recommendation

Concur in *Alternative A* and grant approval to purchase the fifteen (15) HD Vista Body Worn Cameras.

VI. Fiscal Impact Report

Requested by:	Vernon L. Hale, III Chief of Police
Funding Source:	0100-211450-522056-421000 Police Academy Minor Equipment Fund
Costs:	\$20,025.00

Respectfully Submitted,


Vernon L. Hale
Chief of Police





4RE/VISTA Price Quote

CUSTOMER: Galveston Police Department

ISSUED: 5/26/2020 3:55 PM

EXPIRATION: 6/30/2020 10:00 AM

**TOTAL PROJECT ESTIMATED AT:
\$20,025.00**

ATTENTION: BuyBoard - BWC - 568-18

SALES CONTACT: Gavin Wallace

PHONE: 409-765-3702

DIRECT: (214) 785-2611

E-MAIL:

E-MAIL:
gavin.wallace@motorolasolutions.com

4RE and VISTA Proposal VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
VIS-EXT-WIF-001	VISTA HD WiFi Additional Camera Only	15.00	\$995.00	\$200.00	\$11,925.00
VIS-CHG-BS2-KIT	VISTA Charging Base R2 Kit, incl. Power and USB Cables	15.00	\$95.00	\$20.00	\$1,125.00

VISTA HD Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-VIS-WIF-NOF	Warranty, VISTA WiFi, 3 Year No-Fault	15.00	\$450.00	\$0.00	\$6,750.00

WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$225.00	\$0.00	\$225.00
					\$20,025.00

Total Estimated Tax, may vary from State to State \$0.00

Configuration Discounts	\$3,300.00
Additional Quote Discount	\$0.00
Total Amount	\$20,025.00

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.



4RE/VISTA Price Quote

To accept this quotation, sign, date and return with Purchase Order: _____ DATE: _____



City of Galveston

DEPARTMENT OF INFORMATION TECHNOLOGY

STAFF REPORT

July 23, 2020

To: Brian Maxwell, City Manager
Honorable Mayor and City Council

From: Hope Dean, Executive Director & CITO

RE: Consider for approval the authorization to purchase extended support on the City's production SAN from Centre Technologies using DIR contract TSO-3763 for a total cost of \$28,324.30.

I. BACKGROUND

The City has an assortment of dell servers that perform core processing and provide central service for applications in use at the City. In order to ensure the equipment's continued operation, the infrastructure services team maintains service agreements which provides access to manufacturer technical support, firmware updates and replacement parts in the event of an equipment failure. The servers and related storage arrays provide critical core functions to the processing and storage of the City's critical data.

II. CURRENT SITUATION

The original service and support warranty for the storage array expires on July 31, 2020. In order to leverage the City's full investment of this equipment, the IT department intends to continue use of the equipment through its full life cycle. Dell offers extended support on its equipment up to a seven (7) year period from the date of purchase.



III. ISSUES

1. The support agreement for the City's production SAN is expiring.
2. This equipment is currently covered under a 4 hour 24/7 pro support contract that provides replacement parts that will not be available if extended support is not obtained.
3. The original pro support contract that was purchased with these devices is expiring and should be extended to accommodate the City's use of this equipment.

IV. ALTERNATIVES

1. The City of Galveston could decide to continue to use this equipment without extended support agreements increasing the City's risk to extended system downtime should a major hardware failure occur.
2. Opt to purchase replacement equipment in lieu of approving the extended support service agreements. Cost of replacement equipment is estimated at \$ 300,000.

V. RECOMMENDATION

Approve the allocation of funds for the purchase of a two year extended support agreement in the amount of \$28,324.30.

VI. FISCAL IMPACT REPORT

Requested by:	Hope Dean Executive Director & CITO
Funding Source:	Information Technology Operating Budget
Costs of implementation:	\$28,324.30

CoG - Compellent Support Renewal

Prepared by:

Centre Technologies
 Megan Bustos
 on behalf of Jamie Schanbachler
 (281) 506-2480
 mbustos@centrotechnologies.com

Prepared for:

City of Galveston
 Hope Dean
 Ship To:
 PO Box 779 823 Rosenberg
 Galveston, TX 77553
 (409) 797-3578
 hdean@galvestontx.gov

Quote Information:

Quote #: 044325
 Version: 1
 Delivery Date: 06/03/2020
 Expiration Date: 07/31/2020

CoG - Compellent Support Renewal Array 82816_17

DIR-TSO-3763

12 Month Terms

Current Support Expiration Date: July 31, 2020

Proposed Contract Dates: August 1, 2020 - July 31, 2021

Renewal 82816_17

Description	Qty	Price	Ext. Price
Onsite Support	1	\$16,689.94	\$16,689.94

Hardware Support

Coverage Type is: Zone 1, ProSupport* 24x7 w/ Priority On-Site (4 hour)

12 Month Terms

Current Support Expiration Date: July 31, 2020

Proposed Contract Dates: August 1, 2020 - July 31, 2021

Service Tag	Part	Description	Qty
Hardware & Drives			
8GBBGK2	CT-SC9000-BASE-MTCH	ProSupport, 24x7, Dell Storage SC9000	1
8GBCGK2	CT-SC9000-BASE-MTCH	ProSupport, 24x7, Dell Storage SC9000	1
793J4J2	EN-SC280-8435-MTCH	ProSupport, 24x7, Enclosure, SC280, 3.5" 84-bay	1
2XJJGK2	EN-SC420-2425-MTCH	ProSupport, 24x7, Enclosure, SC420, 2.5", 24-bay	1

Support Center	1	\$11,634.36	\$11,634.36
----------------	---	-------------	-------------

Software Support

Coverage Type is: Zone 1, ProSupport* 24x7 w/ Priority On-Site (4 hour)

12 Month Terms

Current Support Expiration Date: July 31, 2020

Proposed Contract Dates: August 1, 2020 - July 31, 2021

Subtotal: \$28,324.30

Quote Summary

Description	Amount
Renewal 82816_17	\$28,324.30
Total:	\$28,324.30

Customer hereby acknowledges that all of the Agreements and Orders contained herein are subject to the applicable taxes (e.g., international, federal, state and local), shipping, handling and other associated fees. The Uniform Commercial Code, as adopted by the Texas Business and Commerce Code, shall apply where appropriate. Centre reserves the right to cancel or amend orders arising from pricing or other errors contained in the attached Quote and will notify the Customer. Signing below constitutes acceptance of all of the items contained herein, including the Agreements, which are available for review and download at <https://centrotechnologies.com/agreements> and may include a Letter of Engagement, Business Associate Agreement, Service Time Agreement and/or Mutual Non-disclosure Agreement. Unless stated otherwise in the actual description of the Product or Service listed hereinabove, the pricing reflects Centre's good faith and reasonable efforts in calculating the estimated cost of Products and Services based on information supplied by the Customer. Actual charge(s) may vary and recur monthly based upon Agreements for the use of services. Please note that there is a Minimum Monthly Recurring Charge ("MMRC") for recurring services. Customer hereby represents that its electronic signature to this Agreement shall be relied upon and serves to bind it to the obligations stated within. Customer's representative hereby warrants and represents that he/she/it has the express authority to execute this Acknowledgement of the Agreement(s) on behalf of Customer.

E-Signature Confirmation for City of Galveston

Signature: _____
Name: Hope Dean
Title: _____
Date: _____



City of Galveston

DEPARTMENT OF INFORMATION TECHNOLOGY

STAFF REPORT

July 23, 2020

To: Brian Maxwell, City Manager
Honorable Mayor and City Council

From: Hope Dean, Executive Director & CITO

RE: Consider for approval the authorization to purchase thirty Panasonic Toughbook laptops and 52 Cradlepoint routers from Turn-Key Mobile utilizing Texas DIR TSO-4025 for a total cost not to exceed \$202,808.

I. **BACKGROUND**

The Galveston Police Department currently operates a fleet of 52 patrol vehicles with MDCs that require cellular network connectivity that are utilized throughout the City, providing the public with police services. Historically, these vehicles have been equipped with laptops with built in cellular cards, allowing for the cross shift sharing of equipment. Due to the unprecedented demands of the COVID pandemic, the need to outfit patrol units with independent cellular network equipment is necessary to eventually eliminate the need for sharing of laptop equipment.

II. **CURRENT SITUATION**

1. The City of Galveston Police Department operates mobile data computers (MDC) in their patrol vehicles, which is a crucial piece of technology necessary for officers to perform law enforcement duties. 15 of existing MDC units are at the end of useful life and require replacement. The proposed replacement of MDCs, as well as related mounting hardware, and cellular communications equipment is necessary to assure the PD continues to have functional MDCs within their fleet of vehicles, as well as MDCs that meet current technology standards and can support the PD's immediate and future business application requirements.
2. Currently, patrol units are outfitted with laptops with built in cellular access cards allowing for connectivity for only that piece of equipment. The procurement of the cradlepoint routers will eliminate the need to have the cellular service built into the laptop and allow for connectivity of other devices in the unit. Additionally, it will also allow for the connectivity of multiple laptops in a single patrol unit, thereby allowing equipment to be assigned to officers instead of patrol units.



3. A cradlepoint router a ruggedized modem / router that provides a secure connection to the Department's critical CAD (Computer aided dispatch) and RMS (Records Management System) systems used to respond to calls for service, gather information, and identify / locate criminal activity.
4. The addition of the cradlepoint router to the vehicle will also assist officers with the transmission of in car video without having to be located at one the City's available wi-fi locations.

III. ISSUES

1. 15 of the Panasonic Toughbook are at end of life and need to be replaced.
2. The equipment is no longer covered under warranty.
3. Without the purchase of the rugged mounted router the City would be unable to reach its goal of providing officers with assigned equipment.

IV. ALTERNATIVES

1. Do nothing. Continue use of the existing laptops that are out of warranty and end of life.
2. Consider transitioning to lease program.

V. RECOMMENDATION

Authorize the purchase of thirty Panasonic Toughbook laptops and 52 Cradlepoint routers from Turn-Key Mobile utilizing Texas DIR TSO-4025 for a total cost not to exceed \$202,808.

VI. FISCAL IMPACT REPORT

Requested by:	Hope Dean Executive Director & CITO
Funding Source:	Moody Foundation Grant \$150,000 Police Department Budget \$52,808
Costs of implementation:	\$202,808



Turn-Key Mobile, Inc.

210 Prodo Drive
Jefferson City, MO 65109

573-893-9888 Office 314-754-9794 Fax

Proposal

Date	Proposal #
6/23/2020	25147

Name / Address
City of Galveston TX Billy Sanders P.O. Box 779 Galveston, TX 77553

Sales Rep	Prepared By	PO #	Accepted By
MRL	Terry		

Item	Description	Qty	Rate	Total
MA5-900F120B-XFA	Cradlepoint 5-yr NetCloud Essentials for Mobile Routers (Enterprise) with support and IBR900 FIPS router with WiFi (1000Mbps modem), no AC power supply or antennas	52	1,570.00	81,640.00
AP-CCWWWG-Q-S222222-RP34...	Antenna Plus MIMO Antenna - Threaded Bolt - Black 15' Cables - 2 LTE (SMA M) - 3 WiFi (RP SMA M) - 1 GNSS (SMA M)	52	224.00	11,648.00
Installation - Contracted	Install new router with antenna and remove any old equipment. Wylie Love III Ops Manager Adaptech Innovations www.adaptectx.com 214.926.6057	52	245.00	12,740.00
FZ-55C1608VM	Panasonic Win10 Pro, i5-8365U 1.6GHz, vPro, 14.0in FHD 1000 nit Touch, 512GB SSD, 16GB(8+8), Wi-Fi, BT, TPM 2.0, 4G LTE Band 14 (EM7511), Dual Pass	30	2,330.00	69,900.00
HA-55LVD2L	Panasonic HAVIS DOCK W/Dual Pass and W/ LIND POWER SUPP TOUGHBOOK 54 AND 55 RUGGED LAPTOP	30	896.00	26,880.00
Contract-Texas DIR	Texas DIR Contract # DIR-TSO-4025 ** Good For 60 Days **			0.00

Proposals are good for 30 days. Please ask your rep for updated pricing and availability.	Total \$202,808.00
--	---------------------------

Shipping is included.

Signature _____



City of Galveston

DEPARTMENT OF INFORMATION TECHNOLOGY

STAFF REPORT

July 23, 2020

To: Brian Maxwell, City Manager
Honorable Mayor and City Council

From: Hope Dean, Executive Director & CITO

RE: Consider for approval the authorization to purchase a new Storage Area Network (SAN) and 2 PowerEdge Servers from Dell EMC using Texas DIR contract TSO-3763 for a total cost not to exceed \$72,104.66.

I. **BACKGROUND**

The City of Galveston utilizes two Storage Area Networks (SANs) in its production Data Centre. One SAN is utilized to host data and applications throughout the City, except the City's Financial solution. The compute equipment (servers) and SAN that houses the City's financial solution was purchased and put into production in 2015. That Technology is now out of date, is older than 5 years and requires replacement with newer more robust technology.

II. **CURRENT SITUATION**

1. The City purchased and placed into productive use a Dell EqualLogic SAN in 2015 to house the City's Financial and Human Resources solution. The need to house this solution on separate and independent equipment is due to the type of Oracle licenses that is required to run the financial application.
2. In January of this year the City upgraded its financial solution to the newest available application release, but the equipment (SAN and computing power) were not upgraded.
3. The latest release of the software solution runs new technology, requires more compute power and requires a more up to date infrastructure platform to support the application.



III. ISSUES

1. The current compute and SAN that houses the City's financial solution is greater than 5 year old and requires replacement.
2. The existing SAN in production is no longer sold and has reach the end of useful life.
3. The City upgraded its finance and human resources application in January of this year and requires newer technology to support optimal performance.

IV. ALTERNATIVES

1. Do nothing. Continue use of the existing server and SAN technology in use and assume the risk of using out of date/supported technology; increasing the City's risk of extended system downtime/loss of data should a major hardware failure occur.
2. Considering moving the software solution to a cloud supported platform. This option opens the City to risk of securing its sensitive data.

V. RECOMMENDATION

Approve the purchase a new Storage Area Network (SAN) and 2 PowerEdge Servers from Dell EMC using Texas DIR contract TSO-3763 for a total cost not to exceed \$72,104.66.

VI. FISCAL IMPACT REPORT

Requested by:	Hope Dean Executive Director & CITO
Funding Source:	Information Technology Operating Budget
Costs of implementation:	\$72,104.66



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000063356716.1	Sales Rep	Javier Prado
Total	\$50,250.00	Phone	(800) 456-3355, 7566878
Customer #	4165321	Email	Javier_Prado@Dell.com
Quoted On	Jun. 17, 2020	Billing To	ACCOUNTS PAYABLE
Expires by	Jul. 17, 2020		CITY OF GALVESTON
Solution ID	12654055		P O BOX 779
Deal ID	20235148		GALVESTON, TX 77553-0779

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Javier Prado

Shipping Group

Shipping To	Shipping Method
JEFF AMMERMAN CITY OF GALVESTON 601 54TH ST GALVESTON, TX 77551 (409) 797-3748	Standard Delivery

Product	Unit Price	Qty	Subtotal
Dell Storage SC5020 Controller	\$50,250.00	1	\$50,250.00

Subtotal:	\$50,250.00
Shipping:	\$0.00
Non-Taxable Amount:	\$50,250.00
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$50,250.00

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

JEFF AMMERMAN
CITY OF GALVESTON
601 54TH ST
GALVESTON, TX 77551
(409) 797-3748

Shipping Method

Standard Delivery

Dell Storage SC5020 Controller	\$50,250.00	Qty 1	Subtotal \$50,250.00
---------------------------------------	--------------------	--------------	-----------------------------

Estimated delivery if purchased today:
Aug. 04, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
SC5020 3Ux30 Drive Storage Array	210-ALCO	-	1	-
SC5020 Enclosure Assembly	449-BBLB	-	1	-
Rack rail, 2Us, Static	770-BBJE	-	1	-
No Mezzanine Card	403-BBOS	-	1	-
Redundant Power Supply, 1485W, C14	450-AFMD	-	1	-
SHIP,SC5020,DAO	340-BLLY	-	1	-
Dell SC Storage Reg Label	389-BJUC	-	1	-
SC Bezel	350-BBKJ	-	1	-
IO, 1Gb/10Gb iSCSI, 4 port, PCI-E, Base-T, Full height, QTY 2	565-BBEY	-	1	-
SSN License	634-BJOW	-	1	-
Storage Center Core Software Bundle, Base License	634-BJQU	-	1	-
Storage Protection Bundle, Software License	631-ABIO	-	1	-
ProSupport for Software: 7X24 Storage Protection Bundle, 3 Years	812-8074	-	1	-
Optimize Services, 1 Year	809-2626	-	1	-
US Order	332-1286	-	1	-
Dell Hardware Limited Warranty	812-7991	-	1	-
ProSupport Mission Critical: 4-Hour 7X24 Onsite Service with Emergency Dispatch, 3 Years	812-8102	-	1	-
ProSupport Mission Critical: 7x24 HW / SW Tech Support and Assistance, 3 Years	812-8117	-	1	-
ProDeploy Dell Storage SC Series 5XXX SAN - Deployment Verification	812-8179	-	1	-
ProDeploy Dell Storage SC Series 5XXX SAN - Deployment	821-5827	-	1	-
Dell Networking, Transceiver, SFP+, 10GbE, SR, 850nm Wavelength, 300m Reach	407-BBEF	-	4	-
C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	492-BBDI	-	2	-
C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	492-BBDI	-	2	-
Storage Center Drive Certificate	634-BJEB	-	30	-
SC, 1.8TB, SAS, 12Gb, 10K, 2.5", HD	400-AIXX	-	24	-
SC, 960GB, SAS, 12Gb, RI SSD, 2.5" HD	400-ARIT	-	6	-

Subtotal:	\$50,250.00
Shipping:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$50,250.00

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000063009148.1	Sales Rep	Joel Taylor
Total	\$10,754.43	Phone	(800) 456-3355, 6180108
Customer #	4165321	Email	Joel_Taylor@Dell.com
Quoted On	Jun. 11, 2020	Billing To	ACCOUNTS PAYABLE
Expires by	Jul. 11, 2020		CITY OF GALVESTON
Solution ID	12631954		P O BOX 779
Deal ID	20235316		GALVESTON, TX 77553-0779

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Joel Taylor

Product	Unit Price	Qty	Subtotal
PowerEdge R740XD - [amer_r740xd_12238]	\$10,754.43	1	\$10,754.43
	Subtotal:		\$10,754.43
	Shipping:		\$0.00
	Non-Taxable Amount:		\$10,754.43
	Taxable Amount:		\$0.00
	Estimated Tax:		\$0.00
	Total:		\$10,754.43

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

		Qty	Subtotal
PowerEdge R740XD - [amer_r740xd_12238]	\$10,754.43	1	\$10,754.43

Estimated delivery if purchased today:
Jul. 14, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
PowerEdge R740XD Server	210-AKZR	-	1	-
PowerEdge R740/R740XD Motherboard	329-BEIK	-	1	-
No Trusted Platform Module	461-AADZ	-	1	-
Chassis with Up to 12 x 3.5 Hard Drives for 2CPU Configuration	321-BCPU	-	1	-
PowerEdge R740XD Shipping	340-BLBE	-	1	-
PowerEdge R740 Shipping Material	340-CORZ	-	1	-
Intel Xeon Gold 5222 3.8G, 4C/8T, 10.4GT/s, 16.5M Cache, Turbo, HT (105W) DDR4-2933	338-BSGI	-	1	-
Intel Xeon Gold 5222 3.8G, 4C/8T, 10.4GT/s, 16.5M Cache, Turbo, HT (105W) DDR4-2933	338-BSGI	-	1	-
Additional Processor Selected	379-BDCO	-	1	-
Standard 1U Heatsink	412-AAIQ	-	1	-
Standard 1U Heatsink	412-AAIQ	-	1	-
2933MT/s RDIMMs	370-AEPP	-	1	-
Performance Optimized	370-AAIP	-	1	-
Unconfigured RAID	780-BCDS	-	1	-
PERC H740P RAID Controller, 8GB NV Cache, Adapter, Low Profile	405-AAOD	-	1	-
BOSS controller card + with 2 M.2 Sticks 240G (RAID 1),FH	403-BCHP	-	1	-
No Operating System	619-ABVR	-	1	-
No Media Required	421-5736	-	1	-
iDRAC9,Enterprise	385-BBKT	-	1	-
iDRAC Group Manager, Enabled	379-BCQV	-	1	-
iDRAC,Factory Generated Password	379-BCSF	-	1	-
Riser Config 2, 3 x8, 1 x16 slots	330-BBHB	-	1	-
Broadcom 57416 Dual Port 10GbE BASE-T & 5720 Dual Port 1GbE BASE-T, rNDC	540-BBUK	-	1	-
6 Performance Fans forR740/740XD	384-BBPZ	-	1	-
Dual, Hot-plug, Redundant Power Supply (1+1), 750W	450-ADWS	-	1	-
PowerEdge 2U Standard Bezel	325-BCHU	-	1	-
PE R740XD Luggage Tag	389-BTTO	-	1	-
No Quick Sync	350-BBJV	-	1	-
Power Saving Dell Active Power Controller	750-AABF	-	1	-
ReadyRails Sliding Rails With Cable Management Arm	770-BBBR	-	1	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	1	-
US Order	332-1286	-	1	-
Declined Remote Consulting Service	973-2426	-	1	-
PowerEdge R740 CE, CCC, BIS Marking	389-DSWP	-	1	-

Dell Hardware Limited Warranty Plus On-Site Service	813-6068	-	1	-
ProSupport: Next Business Day On-Site Service After Problem Diagnosis, 3 Years	813-6075	-	1	-
ProSupport: 7x24 HW/SW Technical Support and Assistance, 3 Years	813-6087	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	1	-
On-Site Installation Declined	900-9997	-	1	-
32GB RDIMM, 2933MT/s, Dual Rank	370-AEQH	-	16	-
480GB SSD SATA Mix Use 6Gbps 512 2.5in Hot-plug AG Drive,3.5in HYB CARR, 3 DWPD, 2628 TBW	400-AZUN	-	1	-
Broadcom 57416 Dual Port 10GbE BASE-T Adapter, PCIe Full Height	540-BBUI	-	1	-
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	2	-

Subtotal:	\$10,754.43
Shipping:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$10,754.43

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000063008772.1	Sales Rep	Joel Taylor
Total	\$11,100.23	Phone	(800) 456-3355, 6180108
Customer #	4165321	Email	Joel_Taylor@Dell.com
Quoted On	Jun. 11, 2020	Billing To	ACCOUNTS PAYABLE
Expires by	Jul. 11, 2020		CITY OF GALVESTON
Solution ID	12631908		P O BOX 779
Deal ID	20235316		GALVESTON, TX 77553-0779

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Joel Taylor

Product	Unit Price	Qty	Subtotal
PowerEdge R740XD - [amer_r740xd_12238]	\$11,100.23	1	\$11,100.23
	Subtotal:		\$11,100.23
	Shipping:		\$0.00
	Non-Taxable Amount:		\$11,100.23
	Taxable Amount:		\$0.00
	Estimated Tax:		\$0.00
	Total:		\$11,100.23

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

PowerEdge R740XD - [amer_r740xd_12238]	\$11,100.23	Qty	1	Subtotal	\$11,100.23
---	--------------------	------------	----------	-----------------	--------------------

Estimated delivery if purchased today:
Jul. 14, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
PowerEdge R740XD Server	210-AKZR	-	1	-
PowerEdge R740/R740XD Motherboard	329-BEIK	-	1	-
No Trusted Platform Module	461-AADZ	-	1	-
Chassis with Up to 12 x 3.5 Hard Drives for 2CPU Configuration	321-BCPU	-	1	-
PowerEdge R740XD Shipping	340-BLBE	-	1	-
PowerEdge R740 Shipping Material	340-CORZ	-	1	-
Intel Xeon Gold 5220 2.2G, 18C/36T, 10.4GT/s, 24.75M Cache, Turbo, HT (125W) DDR4-2666	338-BSDI	-	1	-
Intel Xeon Gold 5220 2.2G, 18C/36T, 10.4GT/s, 24.75M Cache, Turbo, HT (125W) DDR4-2666	338-BSDI	-	1	-
Additional Processor Selected	379-BDCO	-	1	-
Standard 1U Heatsink	412-AAIQ	-	1	-
Standard 1U Heatsink	412-AAIQ	-	1	-
2933MT/s RDIMMs	370-AEPP	-	1	-
Performance Optimized	370-AAIP	-	1	-
Unconfigured RAID	780-BCDS	-	1	-
PERC H740P RAID Controller, 8GB NV Cache, Adapter, Low Profile	405-AAOD	-	1	-
BOSS controller card + with 2 M.2 Sticks 240G (RAID 1),FH	403-BCHP	-	1	-
No Operating System	619-ABVR	-	1	-
No Media Required	421-5736	-	1	-
iDRAC9,Enterprise	385-BBKT	-	1	-
iDRAC Group Manager, Enabled	379-BCQV	-	1	-
iDRAC,Factory Generated Password	379-BCSF	-	1	-
Riser Config 2, 3 x8, 1 x16 slots	330-BBHB	-	1	-
Broadcom 57416 Dual Port 10GbE BASE-T & 5720 Dual Port 1GbE BASE-T, rNDC	540-BBUK	-	1	-
6 Performance Fans forR740/740XD	384-BBPZ	-	1	-
Dual, Hot-plug, Redundant Power Supply (1+1), 750W	450-ADWS	-	1	-
PowerEdge 2U Standard Bezel	325-BCHU	-	1	-
PE R740XD Luggage Tag	389-BTTO	-	1	-
No Quick Sync	350-BBJV	-	1	-
Power Saving Dell Active Power Controller	750-AABF	-	1	-
ReadyRails Sliding Rails With Cable Management Arm	770-BBBR	-	1	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	1	-
US Order	332-1286	-	1	-
Declined Remote Consulting Service	973-2426	-	1	-
PowerEdge R740 CE, CCC, BIS Marking	389-DSWP	-	1	-

Dell Hardware Limited Warranty Plus On-Site Service	813-6068	-	1	-
ProSupport: Next Business Day On-Site Service After Problem Diagnosis, 3 Years	813-6075	-	1	-
ProSupport: 7x24 HW/SW Technical Support and Assistance, 3 Years	813-6087	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	1	-
On-Site Installation Declined	900-9997	-	1	-
32GB RDIMM, 2933MT/s, Dual Rank	370-AEQH	-	16	-
480GB SSD SATA Mix Use 6Gbps 512 2.5in Hot-plug AG Drive,3.5in HYB CARR, 3 DWPD, 2628 TBW	400-AZUN	-	1	-
Broadcom 57416 Dual Port 10GbE BASE-T Adapter, PCIe Full Height	540-BBUI	-	1	-
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	2	-

Subtotal:	\$11,100.23
Shipping:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$11,100.23

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.



City of Galveston

DEPARTMENT OF INFORMATION TECHNOLOGY

STAFF REPORT

July 23, 2020

To: Brian Maxwell, City Manager
Honorable Mayor and City Council

From: Hope Dean, Executive Director & Chief Information Technology Officer

RE: Consider for approval the allocation of funds in an amount not to exceed \$131,224.25 for the purchase of replacement desktop and laptop equipment that has reached the end of useful life and allocating funds to Dell, Inc. using DIR Contract TSO-3763.

I. BACKGROUND

In 2015, the City adopted a standard equipment replacement schedule for the replacement of computing equipment that have reached the end of useful life. Replacement of this equipment is part of the routine refresh program.

II. CURRENT SITUATION

1. To ensure a reliable robust and secure technology infrastructure, best practice encourages timely replacement of technology infrastructure hardware.
2. As technology infrastructure hardware ages, it becomes less reliable which results in higher support costs and increased staff disruption.
3. The desktop computer workstations are designed to provide City employees a computerized platform with which they can conduct a variety of tasks in order to perform essential City related business functions.
4. This year is the 5th year of the centralized refresh program. The age of the equipment designated for replacement this fiscal year were purchased in 2015 and 2016.

III. ISSUES

1. The City of Galveston maintains inventory of over 550 desktop computers and other mobile computing equipment. Of that inventory, ninety-five (95) workstations are designated for replaced this fiscal year.

2. The equipment designated for replacement this fiscal year is 4 years or older and out of warranty.

IV. ALTERNATIVES

1. Forego the scheduled replacement of the equipment. This action is not recommended due to the current age of the equipment scheduled for replacement.
2. The City of Galveston could opt to purchase the equipment from another manufacturer. This option is not recommended due to the differences in equipment specifications and frequency of model releases. Dell has a standard release schedule. OptiPlex models run on twelve (12) month replacement cycles. This schedule allows the department to limit the number of different models being supported.

V. RECOMMENDATION

Consider for approval the allocation in an amount not to exceed \$131,224.25 for the purchase of replacement desktop and laptop equipment that has reach the end of its useful life and allocating funds to Dell, Inc. using DIR Contract TSO-3763.

VI. FISCAL IMPACT REPORT

Requested by:	Hope Dean Chief Information Technology Officer
Funding Source:	Information Technology Operating Budget
Costs of implementation:	\$ 131,224.25



City of Galveston

DEPARTMENT OF PUBLIC WORKS

Trino Pedraza, Director of Municipal Utilities

tpedraza@galvestontx.gov | Office Number: (409) 797-3683 | www.galvestontx.gov

Date: July 10, 2020

To: Brian Maxwell, City Manager
Honorable Mayor and City Council

From: Trino Pedraza, Director of Municipal Utilities

Re: Consider of approval the purchase of an FX20 Vacuum Excavation System from Ring-O-Matic through the HGACBuy Purchasing Cooperative at a cost not to exceed \$26,248.00. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background:

The City of Galveston is a member of the HGACBuy cooperative purchasing program, governed by other Texas municipalities, this allows the city to utilize contracts that have been competitively procured in compliance with state purchasing requirements. Texas Government Code Section 791 authorizes local governments to contract, as much as possible, with other local governments and any agencies of the State of Texas.

The HGACBuy purchasing cooperative is endorsed by the Texas Municipal League. The objective of a cooperative purchasing program is to provide a mechanism for local governments to pool their collective purchasing power. Purchasing cooperatives save money in two ways: the price of the product and/or in the administrative cost savings from advertising for a formal solicitation. The City of Galveston has received member rebates in the past from HGACBuy.

II. Current Situation:

The Ditch Witch FX20 Vacuum Excavation System is a compact and powerful vacuum excavator intended to serve a variety of purposes.

The Collections and Distribution department has need for this FX20 Vacuum Excavation System, as it is a small, relatively low cost, and multi-functional tool that can be used to meet several operational needs.

The FX20 Vacuum Excavation System will be used to locate and uncover W/WW assets such as water and sewer taps, sanitary sewer clean outs, valve boxes, meters, and meter vaults. This will help pin-point the exact locations of the collections and distribution assets and assist in the correcting of the GIS-mapping system. In addition, this will allow the in-





City of Galveston

DEPARTMENT OF PUBLIC WORKS

Trino Pedraza, Director of Municipal Utilities

tpedraza@galvestontx.gov | Office Number: (409) 797-3683 | www.galvestontx.gov

house leak detection crew to properly uncover valves and meter boxes to listen to every asset available when determining if there are unsurfaced leaks in an area.

This multi-functional device could even be used to correct small sanitary sewer overflows in emergency situations. As a multi-functional device, it will be cleaned thoroughly with chlorinated water per TCEQ regulations after each sanitary sewer use.

III. Alternatives in Order of Priority:

- **Approve the purchase of an FX20 Vacuum Excavation System from Ring-O-Matic through the HGACBuy Purchasing Cooperative at a cost not to exceed \$26,248.00.**
- **Do not approve the purchase.**

IV. Recommendation:

- **Consider of approval the purchase of an FX20 Vacuum Excavation System from Ring-O-Matic through the HGACBuy Purchasing Cooperative at a cost not to exceed \$26,248.00.**

Fiscal Impact Report:

Requested by: Trino Pedraza - Director of Municipal Utilities

Funding Source: Sewer – Capital Improvement
\$26,248.00

Respectfully Submitted,

Trino Pedraza
Director of Municipal Utilities





City of Galveston

CAPITAL PROJECTS STAFF REPORT

15 June 2020

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Trino Pedraza, Director of Municipal Utilities

RE: Consider for approval ratifying the City Manager's authorization for the emergency purchase of 1,500 ft of bypass hoses from Tubing & Metric Hydraulics in the amount of \$16,643.64, and the emergency installation of a double Hydrastop by Rangeline Tapping Services, in the amount of \$98,000.00. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

A. On 12 December 2019, Galveston City Council Approved a contract with EP Brady for the construction of a 24-inch transmission water main from 59th Street Pump Station to the Airport Pump Station. Construction for this project began March 2020.

II. Current Situation

- A. On May 15th 2020, EP Brady's directional drilling subcontractor encountered an unknown obstruction while installing the directional boring across and underneath Offats Bayou.
- B. Early indications and speculation were the City's 20" force main sewer line from Lift Station 21 to the Airport WWTP was hit and ruptured. City staff has been unable to verify that as fact, however there was a significant amount of raw sewage released into the area.
- C. City crews responded immediately to control the spill and divert the sewer flow with two bypass pumps and 1500 ft of bypass hose used to redirect sewer from Lift Station #21 to a separate sewer line on Jones Dr. It was determined a double line-stop and permanent valve would need to be installed to stop the reverse flow of sewage from the wastewater treatment plant into Offats Bayou. The release was cleaned and an effort to determine its origin began. In the potential area of the hit, an abandoned 18" sewer main and the 20" force main are near each other. The abandoned sewer main was never grouted, it was abandoned in place, and still connected to an active collection system manhole.
- D. We know that something was hit by the directional boring and that effort was halted until corrective actions could be established and taken.
- E. The lift station and force main were placed back into service May 20th, 2020. There has been no further release of sewage, however the City must determine where and if the force main is damaged and map it so that a new waterline boring path can be planned in a manner that assures the City that the new line does not conflict with the 20" force main.
- F. The next steps are to assess the condition of the force main with the CoG sewer camera system, and to determine the location of the existing 20" force main from lift station





City of Galveston

CAPITAL PROJECTS STAFF REPORT

#21, across Offats Bayou, and to the Airport wastewater treatment plant using an advanced mapping probe. This investigative work will need be completed to ensure a proper boring path for the future 24" waterline. The CoG is finalizing plans and examining the costs to perform these necessary action items in preparation for August City Council meeting.

III. Issues

This work was necessary to provide for the care of the community and for the completion of this project. The continued efforts to come will be necessary to ensure project success.

V. Alternatives in order of priority

- A. Approve ratifying the City Manager's authorization of the emergency repairs by Tubing & Metric Hydraulics (\$16,643.64) and Rangeline (\$98,000) in the total amount of \$114,643.64.
- B. Do not approve the request.

VI. Recommendation

- A. Consider for approval ratifying the City Manager's authorization for the emergency purchase of 1,500 ft bypass hoses from Tubing & Metric Hydraulics in the amount of \$16,643.64, and the emergency installation of a double Hydrastop by Rangeline Tapping Services, in the amount of \$98,000.00. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

VII. Fiscal Impact Report

Requested by:	Trino Pedraza Director of Municipal Utilities
Funding Source:	Sewer CO's
Total Cost of Implementation	\$ 98,000.00

Respectfully Submitted,

Trino Pedraza
Director of Municipal Utilities





Quote Number
RTS20-7855JT

SBE Certified Contractor

May 18, 2020

Quote No. RTS20-7855JT

Please Return
Signed Quote
To Schedule

City of Galveston, Texas
HHudson@GalvestonTX.Gov

Attn: Dan Hudson
Phone: (409) 539-2381

Re: (1) 20" Single Line Stop – 24" Sewer Main HDPE BRAKE HDPE IPS DR 11– Galveston, Texas

Rangeline Tapping Services, Inc. will provide Epoxy Coated Line Stop fittings with Stainless Steel Hardware, unless otherwise specified and perform the following:

Unit	Size	Pipe Type	Double Line Stop Water Main (80 PSI or less)	TOTAL	Line Stop Equipment Overnight charges After 7PM on 2 nd Calendar Day "When Equipment is on the Pipe"
1	24"	HDPE IPS DR11	\$90,000.00	\$90,000.00	\$2,000.00 Per day Per 24" Line Stop Unit.

Note: Rangeline cannot guarantee a 100% shutdown due to debris and sediments in the pipe.

Prices are based on the following below:

- Line Stop Please allow 10 - 14 days notice for scheduling **after receipt of materials** to ensure availability. Projects that require shorter lead times may incur additional charges.
- **HDPE pipe applications contractor must encase each line stop fitting in concrete.**
- **Rangeline will set two line stops – one line stop will be set backwards to slow the flow and the second line stop will be set forwards to stop the flow.**
- **If project cancels after the line stop fittings are ordered Rangeline will charge for equipment setup, mobilization, hot shot fee, and (2) line stop fittings, plus any additional labor or materials that occurred.**
- **If Rangeline only needs to install one line stop because the flow is does not exceed 1FPS Rangeline will bill \$70,000.00 for (1) 24" Emergency Single Line Stop.**
- If the type of pipe changes from what we have quoted above, prices and scheduling may vary. Contractor or Municipality is responsible for verifying the type of pipe and it's O.D.
- Price does not include "Sales Tax" on supplied material.
- Rangeline may require a pre-construction meeting prior to scheduling any services.
- Normal daytime hours (7:00AM- 7:00 PM) Monday through Friday. Technician(s) will have a \$200.00 per hour after hours charge, portal-to-portal. Additional Expenses will be charged at our cost plus 30%.
- **Rangeline will allow (2) Mobilizations/De-Mobilizations to the job-site. Additional trips will be \$2,500.00 per trip.**
- If Rangeline arrives at the jobsite to perform scheduled work that does not get performed, through no fault of Rangeline Tapping Services, an additional trip charge will be charged regardless of the number of Mobilizations allowed for the scheduled work.
- Canceling a scheduled project after the technician(s) have left the shop will result in a Cancellation Fee, please refer to Terms and Conditions #13 (Page 4). This includes weather related cancellations.



Rangeline Tapping Services, Inc.
Main Office ♦ (800) 346-5971

13168 Highway 105 E
Conroe, TX 77306
(936) 445-2171 □ (936) 264-9108





Quote Number
RTS20-7855JT

SBE Certified Contractor

- Rangeline will allow each Line Stop to be left **in place for (2) calendar day(s)** or less. Each additional day will be charged as noted above including weekends if the line stops remain of the pipe past 7:00pm on 2nd day.
- Stand-by charges will be billed at \$150.00 per hour / per technician during normal daytime hours and \$250.00 per hour / per technician during after hours.
- Stand-by charges for equipment on the truck from portal-to-portal at \$1,250.00/per day.
- **I have read and understand the conditions on which these prices are based upon. (Initials) _____**

This is a 4-page proposal. Please read it in its entirety, then sign and return page 4 prior to scheduling work.

Please see the attached page for the customer's responsibility.

Additional charges may be added for ID badges, security check-in or job postponements due to site events.

Above costs do not include office expense for extensive contract agreements.

Sub-Contract agreements (when required) must be received by Rangeline Tapping Services, Inc. prior to starting work. Rangeline will not be responsible for meeting any requirements stated in a Sub-Contract agreement after the proposed work has begun.

Certificates of insurance with contractor as a certificate holder can be provided at no cost. Adding contractor as additional insured cannot be done unless we have a written contract with your company. Coverage required above the limits of our policy is not included.

Quotation is valid for 90 days.

No retainage allowed.

If you have any questions, please feel free to contact our sales team in your region listed below:

Vice President Gulf Coast Sales
Jarred Tompkins
(346) 600-3390 jarred@Rangeline.com

Gulf Coast Inside Sales Manager
Brian Marks
(205) 625-3233 brian@rangeline.com



Rangeline Tapping Services, Inc.
Main Office ♦ (800) 346-5971
13168 Highway 105 E
Conroe, TX 77306
(936) 445-2171 □ (936) 264-9108





Quote Number
RTS20-7855JT

SBE Certified Contractor
National & International Sales
Greg Foushi
(407) 453-1060 greg@rangeline.com

Thank you for the opportunity to quote your project!

Please visit our “NEW” website at www.rangeline.com

CUSTOMER IS RESPONSIBLE FOR THE FOLLOWING:

- Flow rates of 1 ft/sec for Single position Line Stops or 2 ft/sec for Double position Line Stops shall not be exceeded.**
- Excavating, de-watering, shoring, and/or scaffolding of job area, all of which must comply with OSHA standards.
- 12’ extension ladder, light pole, and pump for de-watering.
- Scheduling inspectors and obtaining permits as necessary.
- Labor assistance of 1 man to be supervised by Rangeline Technician(s).
- Lifting services if necessary.
- Concrete pipe anchor or mega lug joint restraint system if required.
- Concrete support for the Line Stop Fitting if required.
- O.D. measurements prior to scheduling.
- Pipe wall thickness prior to scheduling.



Rangeline Tapping Services, Inc.
Main Office ♦ (800) 346-5971
13168 Highway 105 E
Conroe, TX 77306
(936) 445-2171 □ (936) 264-9108





Quote Number
RTS20-7855JT

SBE Certified Contractor

Rangeline Tapping Services, Inc. - Terms and Conditions

1. Rangeline has issued this quotation based upon all information provided by the Customer.
2. All prices quoted are subject to current sales and use taxes. Any increase or enactment of new sales, use, excise or similar taxes shall be for the account of Customer. The price does not include any amounts for changes in taxes, tariffs, or other similar charges that are enacted after the date of this Quotation. Subcontractor shall be entitled to an equitable adjustment in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, or similar charges due to such changes, including, without limitation, escalation, delay damages, cost to re-procure, cost to change suppliers, costs of manufactured equipment or goods, or other costs of any kind resulting from the changes.
3. The prices quoted above are based upon the quantities, sizes and operating conditions as listed above. Any changes in quantities, sizes or operating conditions of the system will void this quotation and a new quotation will be issued on the basis of changed information or operating conditions. Any projects that are booked and in progress that require changes in the quantities, sizes and/or operating conditions that differ with this quotation will be subject to pricing changes based upon new data related to the project.
4. In the case of unusual or non-typical pipe variations the customer will be subject to additional costs.
5. The base price quoted is the minimum charge for the number of days allowed and is not subject to pro-ration for work completed early. Time on site for calculating the base period and the additional days commences the day the technician or equipment are on the job site, and ends when equipment leaves the job site or customer's custody. Any additional days the equipment is on the job site will be paid by Customer at the per day charge quoted. When jobsite or travel days fall on weekends or holidays, the price quoted will be increased according to the job value.
6. Rangeline shall not be held liable for any back charges without prior written consent of Rangeline. Rangeline does not guarantee that the placement of the Line Stop head(s) into the pipe system the first time will provide a "Workable" shutdown. In the event it is necessary for Rangeline to remove the Line Stop head and replace a seal and make any adjustments to the head/equipment such activity shall not be considered a delay of work at the job site. **Rangeline cannot guarantee a 100% shut-down due to debris and sediment in the pipe.**
7. Rangeline makes every effort to ensure "OSHA" safe working conditions for its employees. Customer agrees and shall provide Rangeline employees with safe working conditions prior to entering the work place.
8. Rangeline cannot take responsibility for actions other than its own employees. Rangeline will be liable and will hold Customer harmless from the compensatory but not consequential damages caused solely by defect in Rangeline's equipment or caused solely by the negligence of Rangeline employees in the operation of the equipment. All other losses, costs, expenses, liability, or damages arising from or connected with the performance of the work will not be the responsibility of Rangeline and customer will indemnify and hold Rangeline harmless there from.
9. Rangeline makes no warranty on any purchased products. Please refer to manufacturer for details on warranty.
10. **Manufacturers of Valve Inserts do not guarantee a 100% shutdown. Rangeline cannot exceed the Manufacturers' guarantee of valve performance. We install all valve inserts as per manufacturers' specified procedures. NOTE: Valve Inserts are not designed to be pressure tested against. A 30% restocking fee will be assessed for all returned Valves.**
11. In the case of unusual line stopping conditions, Rangeline may require an owner of the piping system or their representative to be present during the pressure testing of materials and insertion of the Line Stop into their system
12. Rangeline will provide Tapping and Line Stopping equipment and a technician to operate equipment. Customer is responsible for providing all other equipment, supervision and labor necessary to complete the work including inspection, testing, safety and control equipment, lifting and moving equipment, etc.
13. Customer shall pay for all costs and expenses incurred by Rangeline because of rescheduling or cancellation by the customer for any reason including inclement weather.
14. In regards to concrete pipe only, the condition of the interior mortar lining may adversely affect the percentage of the amount recovered during tapping operation. Rangeline cannot be held responsible for any unforeseen, and or diminished conditions of such pipe.
15. **All Tapping Sleeves & Line Stop materials fabricated for PCCP & RCP pipes are non-returnable once fabricated. The customer is responsible for the accumulated costs of the materials, freight and sales tax for all these items once ordered. These materials are custom ordered and "NON-RETURNABLE".**
16. The supply of bid and or performance bonds is excluded. We supply these bonds only when specifically stated on the quotation.
17. Any invoice unpaid for more than 30 days will be subject to the maximum finance charges allowed by applicable state law. Rangeline does not allow retainage on any invoices.
18. Clerical errors are subject to correction.
19. Notwithstanding these terms and conditions or any amendments thereto or terms and conditions of the customer who may be deemed part of this agreement, Rangeline shall not be liable for any losses, costs, expenses, liability or damages arising from or connected with the performance of the work not covered by Rangeline's liability insurance in effect at the time of such loss, etc., and Customer shall hold Rangeline harmless for any loss, etc., in excess of coverage. Rangeline will provide Customer a certificate of its liability insurance upon request.
20. In the event it becomes necessary for Rangeline to retain legal counsel to enforce its rights the customer agrees that it shall be responsible for payment of all reasonable attorney's fees, expenses and costs incurred
21. Rangeline shall not be held liable for any pipe which breaks or leaks as a result of material installation, tapping pipe, line stopping pipe or completion of line stop fitting. Rangeline follows all material manufacturers' installation procedures and operates all equipment to manufacturer's standards and cannot be held responsible for pipe which fails during the Tapping and Line Stopping operation.
22. Rangeline will take all means available to capture the pipe coupon. Pipe integrity, flow rates and other unknowns at the time of the Wet/Hot Tapping operation can be contributing factors. Therefore, Rangeline cannot be responsible for any lost or pieces of coupons which do not come out after the tap is performed.
23. Rangeline does not guarantee a 100% leak free Completion Plug installation. The Completion Plug is a temporary seal to remove the isolation valve to install the permanent blind flange and sealing hardware.
24. Rangeline will not be responsible for reduced flow through temporary by-pass system due to solids or debris clogging by-pass operations.

Customer

Rangeline

Signature _____ Date _____

Signature _____ Date _____

Customer acknowledges and accepts all information regarding supplied quotation.

Rangeline Tapping Services, Inc.

Main Office ♦ (800) 346-5971

13168 Highway 105 E

Conroe, TX 77306

(936) 445-2171 □ (936) 264-9108





Rangeline Tapping Services, Inc.
 P.O. Box 210155
 Royal Palm Beach, FL 33421
 Ph 1-800-346-5971 Fax 561-798-2113

Invoice

INVOICE DATE	INVOICE #
5/20/2020	TX-804-1

Galveston City Of
 Public Works Dept.
 823 25th Street
 Galveston, TX 77550

P.O. NO.
P2008664

TERMS	DUE DATE	Sales Rep	JOB NAME	Technician
Net 30	6/19/2020	JWT	24" Sewer Main HDPE Brake	JW

ITEM	QUANTITY	DESCRIPTION	RATE	AMOUNT
24 DLS	1	Dates of Service: 05/19/2020 & 05/20/2020 24" DOUBLE LINESTOP - HDPE DR 11 - OD 24.00 - FM (Pull & Complete)	98,000.00	98,000.00
Stand By	7	Stand-By Fee at \$150.00 per hour as per the quote. On 05/19/2020 Rangeline was onsite as scheduled at 8:00am and could not start work until 3:00pm due to the contractor still excavating the hoole.	150.00	1,050.00
NC	7	No Charge for the stand by time per John Rakoczy, President of Rangeline Tapping Services, Inc	-150.00	-1,050.00

DocuSigned by:
Trino Pedraza • 6/15/2020 | 9:19 PM CDT
 3F57B7AFBC6F4A5...

RECEIVED
 PUBLIC WORKS

MAY 28 2020

DEPARTMENT

Thank You For Your Business.		Total	\$98,000.00
E-mail	Web Site	Payments/Credits	\$0.00
rangeline@rangeline.com	www.rangeline.com	Balance Due	\$98,000.00



Sales Order

Tubing and Metric Hydraulics, Inc.
 PO BOX 2496 - Alvin, TX 77512
 Tel: 281-331-1600

Date	S.O. No.
5/16/2020	21339

Name / Address
City of Galveston PO Box 779 Galveston, TX 77553

Notes
City of Galveston PO Box 779 Galveston, TX 77553

Sales Rep	Terms	Entered By	Ship Via	P.O. No.
	NET 30	CODY/ GEORGE		

Qty	Item	Description	U/M	Rate	Amount
14	HOSE ASSEM...	BLACKLAYFLAT-6" x 100' C/W MALE AND FEMALE CAMLOCK, BANDED		1,011.75	14,164.50
1	HOSE ASSEM...	BLACKLAYFLAT-6" x 100' MALE CAMLOCK & MALE AND FEMALE BAUER FITTING		1,120.14	1,120.14
18	After Hours	After Hours		75.00	1,350.00

LIMITED WARRANTY: TM Hydraulics, Inc. warrants the products described herein and assembled by TM to be free from defects in materials and workmanship for a period of 90 days from date of sale. The warranty does not apply to products that have been subjected to abuse, negligence, accident or misapplication. TM's sole obligation under this warranty being limited to repairing or replacing said product. The foregoing constitutes TM's sole obligation with respect to damages, whether direct, incidental or consequential resulting from the use or performance of the product. TERMS OF SALE: There will be a minimum 20% re-stocking charge on all returned items. Customer agrees to pay all fees incurred by TM Hydraulics, Inc. in collection of payments.

Subtotal	USD 16,634.64
Sales Tax (6.75%)	USD 0.00
Total	USD 16,634.64

Signature _____

Print _____



Invoice

TUBING & METRIC HYDRAULICS, INC.
 PO BOX 2496 - Alvin, TX 77512
 Tel: 281-331-1600

Date	Invoice #
5/29/2020	123212

Bill To
City of Galveston PO Box 779 Galveston, TX 77553

Entered By	Equipment No	PO No.	Terms	Due Date	Rep	Sales Order
CODY/GEORGE		P2008692	NET 30	6/28/2020		21339
Item	Description	Qty	U/M	Rate	Amount	
HOSE ASSEMBLY	BLACKLAYFLAT-6" x 100' C/W MALE AND FEMALE CAMLOCK, BANDED	14		1,011.75	14164.50	
HOSE ASSEMBLY	BLACKLAYFLAT-6" x 100' MALE CAMLOCK & MALE AND FEMALE BAUER FITTING	1		1,120.14	1,120.14	
After Hours	After Hours	18		75.00	1,350.00	
DocuSigned by:  6/17/2020 8:18 AM CDT C0C041C40862484...						

LIMITED WARRANTY: Tubing & Metric Hydraulics, Inc warrants the products described herein and assembled by T&M to be free from defects in materials and workmanship for a period of 90 days from date of sale. The warranty does not apply to products that have been subjected to abuse, negligence, accident or misapplication. T&M's sole obligation under this warranty being limited to repairing or replacing said product. The foregoing constitutes T&M's sole obligation with respect to damages, whether direct, incidental or consequential resulting from the use or performance of the product.
 TERMS OF SALE: There will be a minimum 20% re-stocking charge on all returned items. Customer agrees to pay all fees incurred by Tubing & Metric Hydraulics, inc. in collection of payments.

Subtotal USD 16,634.64

Sales Tax (6.75%) USD 0.00

Total USD 16,634.64



City of Galveston

Municipal Utilities STAFF REPORT

July 14, 2020

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Trino Pedraza, Director of Municipal Utilities

RE: Consider for approval ratifying the City Manager's authorization of the emergency purchase of a pump from Smith Pump Company through the Buyboard Purchasing Corporative for the replacement of one of four pumps at the Airport Pump Station in the amount of \$36,000.00. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. The Airport Pump Station provides water to its immediate surrounding area in addition to the entire series of elevated storage tanks on the west end of the island through four pumps each designed to operate at a 4.4 million gallons per day (mgd) capacity.
- B. As water demand began increasing in April, the pump station began experiencing electrical issues within the plant. Circuit breakers were tripping into the off position sporadically resulting in pump shut downs. The intermittent shutdowns resulted in multiple water tank overflows, increasing the city's water loss. While troubleshooting, the City identified undersized circuit breakers, which are being addressed in the Airport Pump Station construction project. The root cause of the electrical overload was created by additional pumps abnormally being called on to run. The allowed the utility staff to realize that our pumps were heavily underperforming.
- C. Prior to the outages occurring, outside consultants determined the Airport Pump Station could handle an increase to its distribution network with the tying in of Pirates Beach area, once the Pirates Beach MUD Pump Station has been decommissioned.
- D. All four of the pumps at the Airport Pump Station are approximately 50 years or greater in age, and no longer operating at their designed 4.4 mgd capacity. As a result, three of the four pumps are often required to run to meet weekend distribution demands.
- E. With the pumps operating at less than half of their designed capacity, concerns began to develop about the pump stations ability to meet the water demands of the west end of the island with addition of Pirates Beach into the distribution network.
- F. It was determined that restoring at least one pump to its full 4.4 mgd operational capacity would reduce the number of pumps needed to meet weekend distribution demands, and would reduce the likelihood of an overworked pump completely failing.





City of Galveston

Municipal Utilities STAFF REPORT

II. Current Situation

- A. On June 30, 2020, the City Manager authorized the emergency purchase of one pump for the Airport Pump Station to increase pumping capacity and improve the pumps reliability. The Municipal Utilities Department anticipates bringing a request to Council within then next two months, seeking permission to replace the remaining three pumps.
- B. The pump was purchased through the Smith Pump Company, as they are under contract with Buyboard.
- C. The City of Galveston is a member of the BuyBoard cooperative purchasing program, governed by other Texas municipalities, this allows the City to utilize contracts that have been competitively procured in compliance with state purchasing requirements.
- D. The BuyBoard purchasing cooperative is endorsed by the Texas Municipal League. The objective of a cooperative purchasing program is to provide a mechanism for local governments and TxDOT to pool their collective purchasing power. Purchasing cooperatives save money in two ways: the price of the product and/or in the administrative cost savings from advertising for a formal solicitation. The City of Galveston has received member rebates in the past from BuyBoard.

III. Issues

The replacement of this pump was necessary for the Airport Pump Station to remain operational at current compacity, and to allow for the tie in of Pirates Beach.

V. Alternatives in order of priority

- A. Approve ratifying the City Manager's authorization of the emergency purchase of a pump from Smith Pump Company through the Buyboard Purchasing Corporative for the replacement of one of the four pumps at the Airport Pump Station in the amount of \$36,000.00.
- B. Do not approve the request.

VI. Recommendation

Approve ratifying the City Manager's authorization of the emergency purchase of a pump from Smith Pump Company through the Buyboard Purchasing Corporative for the replacement of one of the four pumps at the Airport Pump Station in the amount of \$36,000.00.





City of Galveston

Municipal Utilities STAFF REPORT

VII. Fiscal Impact Report

Requested by:	Trino Pedraza Director of Municipal Utilities
Funding Source:	Water CO Bonds W1705
Total Cost of Implementation	\$ 36,000.00

Respectfully Submitted,

Trino Pedraza
Director of Municipal Utilities





**SMITH
PUMP
COMPANY, INC.**

Remit to: 301 M&B Industrial Blvd.
Woodway, TX 76712
Phone: 254-776-0377
Fax: 254-776-0023

Bill to .: City of Galveston
P.O. Box 779
Galveston, TX 77553

Contact :
Phone :
Fax ...:

Ship to : Airport Pump Station
7915 Airport Blvd
Galveston, TX 77553

Contact: Dennis Stark
Phone : 409-766-2115
Fax ...: 409-750-8210

QUOTATION

Number: SQ028037-1 Page : 1 of 4
Sales order: Date : 6/29/2020
Your ref.: Airport Pump Static Our ref: 439
Requisition: Payme: Net 30 Days
Quotation deadline : 7/29/2020 Sales : TXSE
Delivery Term: Name : Matthew W. Ramb

Thank you for the opportunity to quote our equipment on this project.
Please feel free to call me with any questions.

Regards,
Ian Bell
254-870-5537
ianb@smithpump.com

QUOTATION

UNIT	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1.0000	Flowserve 15EHM Vertical Turbine Pump	1.00	28,600.00	28,600.00

Airport Pump Station Booster Pump

Conditions of Service:
3000 GPM @ 140' TDH

Existing Can Dimenions:
20" Diameter x 7.88' Depth

Equipment Description:

1ea - Flowserve 15EHM Vertical Turbine Pump: 2-Stage Bowl Assembly, Cast Iron Flange Bowls, Bronzed C903 Impellers w/ 416 SS Collets, Bronze Bowl Bearings, 416SS Shafting, Rubber Linshaft Bearing, Carbon Steel Discharge Head w/ 10"-150# Discharge Flange 20" ANSI Base Flange, Stuffing Box w/ Packing, Tnemec N140 Coating on OD of Bowl Assembly, ID/OD of Column, OD/ID of Discharge Head, 316SS Hardware and Flange Bolting.

Please Allow 10 Weeks for Delivery After Approved Purchase Order. Installation To Begin Promptly After Receipt of Equipment and Availability of Crane.

Items Not Included: Discharge Piping, Valves, Gauges, Controls, MCC, Spare Parts, Motor Coupling, Motor, Suction Barrel.

Smith Pump Company
Buyboard Contract #589-19

2.0000	Installation, Crane Services and Start-Up	1.00	7,250.00	7,250.00
--------	---	------	----------	----------

Installation services to replace one (1) vertical turbine pump at the City of Galveston Airport Pump Station.

Workscope Includes:

- Pull existing motor and set aside for reuse (Customer is responsible for disconnecting/reconnecting motor leads from electrical source)
- Remove existing discharge head and vertical turbine pump
- Check level of suction barrel flange
- Setting and installation of new Flowserve vertical turbine pump and discharge head in existing suction barrel
- Reset existing motor and couple to pump shaft
- Perform start up and confirm proper operation
- Includes crane services for one (1) day

Please Note:

- Condition of suction barrel and mounting flange is unknown. It may be necessary for additional work to repair/replace flange, not included in this quotation.
- Customer responsible for connection/disconnection of motor leads to electrical source.
- Additional crane service beyone one (1) day to be invoiced as required, \$3,824/day.

Sales balance	Total discount	Misc. charges	Sales tax	Round-off	Total
35,850.00	0.00	0.00	0.00	0.00	35,850.00 USD



**SMITH
PUMP
COMPANY, INC.**

**Remit to: 301 M&B Industrial Blvd.
Woodway, TX 76712**

**Phone: 254-776-0377
Fax: 254-776-0023**

Bill to .: City of Galveston
P.O. Box 779
Galveston, TX 77553

Contact :
Phone :
Fax ...:

Ship to : Airport Pump Station
7915 Airport Blvd
Galveston, TX 77553

Contact : Dennis Stark
Phone : 409-766-2115
Fax ...: 409-750-8210

QUOTATION

Number	SQ028037-1	Page : 2 of 4
Sales order		Date : 6/29/2020
Your ref.	Airport Pump Static	Our ref: 439
Requisition		Payme: Net 30 Days
Quotation deadline :	7/29/2020	Sales : TXSE
Delivery Term		Name : Matthew W. Rambt

TERMS AND CONDITIONS

1. **Applicability** – These Terms and Conditions of Sale ("Terms") shall govern all sales of equipment or services to Customer. These Terms supersede any prior written or oral agreement, understanding, representation or promise and any pre-printed or standard terms and conditions contained in Customer's request for quote, purchase order, invoice, order acknowledgement or similar document. These Terms may not be amended, supplemented, changed or modified except by concurrent or subsequent written agreement signed by an authorized representative of both Smith Pump Company ("SPCO") and Customer. SPCO's acknowledgement of Customer's purchase order shall not constitute acceptance of any terms or conditions contained therein which are in any way inconsistent with the Terms. Any additional or different terms or conditions included in any acceptance of this quotation are expressly disclaimed and rejected in advance, and unless there is prior mutual agreement otherwise, shall not become a part of any contract resulting from this quotation.

2. **Price** – Unless otherwise stated in this quotation, all prices are FOB shipping point. All transportation, insurance and similar charges incident to delivery shall be borne by the customer. This quotation is valid for thirty (30) days only. Shipping dates are approximate and are based on prompt receipt of all necessary information. In the case of delay in furnishing complete information to SPCO, dates of shipment may be extended for a reasonable time. In the event SPCO provides transport services, these will be quoted as a lump sum price based on destination and shipping mode.

In the event Customer requests a delay or suspension in the completion and/or shipment of equipment or services covered by this quotation, or any part thereof, for any reason, the parties shall agree upon any cost and/or scheduling impact of such delay and all such costs to Customer's account. Any delay period beyond thirty (30) days after original scheduled shipment date shall require Customer to (i) take title and risk of loss of any equipment covered by this quotation, and (ii) make arrangements for the storage of such equipment with SPCO or other party. SPCO's invoice, which is contractually based on shipment, shall be issued upon SPCO's readiness to ship the equipment covered by this quotation.

SPCO shall not be liable for delay and delivery due to causes beyond its reasonable control including, but not limited to, acts of God, acts of government, acts of Customer, fires, labor disputes, boycotts, floods, epidemics, quarantine restrictions, war, insurrection, terrorism, riot, civil or military authority, freight embargos, transportation shortages or delays, unusually severe weather or inability to obtain necessary labor, materials or manufacturing facilities due to such causes. In the event of any such delay, the date of delivery shall be extended for a length of time equal to the period of the delay.

3. **Warranty** – SPCO warrants new equipment or parts to be free from defects in materials and workmanship for a period of eighteen (18) months from the date of shipment or twelve (12) months from the date of startup or initial use, whichever comes first. SPCO SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR LIQUIDATED DAMAGES. NO EXPRESSED OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. Repairs performed by SPCO are warranted against defects in workmanship and/or materials for a period of twelve (12) months from the date of shipment. SPCO will not be responsible for any removal or reinstallation charges or transportation charges in cases where equipment has failed under these warranty conditions. SPCO's sole obligation and Customer's sole remedy under this warranty is repair or replacement at SPCO's election. Customer agrees to provide SPCO reasonable and clear access to any equipment covered by this warranty which may include removal or materials or structures as well as supplying any equipment, materials or structures which are necessary to provide reasonable access to the equipment being repaired or replaced. Costs to remove and/or reinstall equipment for warranty purposes shall be the responsibility of Customer.

Replacement parts or repairs furnished under this warranty shall be subject to warranty provisions herein for the remaining warranty period. All equipment repaired or replaced will be re-warranted only for the remainder of the original warranty period. SPCO does not warrant the equipment covered by this quotation or any repair/replacement part against the effects of erosion, corrosion, or normal wear and tear due to operation or the environment. The warranty and remedies set forth herein are conditioned upon proper storage, installation, use and maintenance of the equipment covered by this quotation in all material respects, and in accordance with SPCO's written recommendations. Customer must notify SPCO in writing of any warranty claim during the warranty period or within thirty (30) days thereafter.

SPCO will not be liable under this warranty if warranted goods have been exposed or subjected to any (1) maintenance, repair, installation, handling, packaging, transportation, storage, operation, or use which is improper or otherwise not in compliance with SPCO's instructions, (2) alteration, modification or repair by anyone other than SPCO or those specifically authorized by SPCO, (3) accident, contamination, foreign object damage, abuse, neglect, or negligence after shipment to Customer, (4) damage caused by failure of an SPCO supplied product not under warranty or by any hardware or software not supplied by SPCO, (5) use of counterfeit or replacement parts that are not manufactured by the manufacturer of goods provided by SPCO or approved by SPCO for use in goods provided by SPCO, or (6) goods which are normally consumed in operation or which have normal life inherently shorter than the warranty period including, but not limited to, consumables (e.g. lamps, batteries, storage capacitors).

4. **Payment** – All prices are net cash to be paid thirty (30) days after date of invoice. Customer agrees to make payment within that period. Discounts will apply only as



**SMITH
PUMP
COMPANY, INC.**

**Remit to: 301 M&B Industrial Blvd.
Woodway, TX 76712**

**Phone: 254-776-0377
Fax: 254-776-0023**

Bill to .: City of Galveston
P.O. Box 779
Galveston, TX 77553

Contact :
Phone :
Fax ...:

Ship to : Airport Pump Station
7915 Airport Blvd
Galveston, TX 77553

Contact : Dennis Stark
Phone : 409-766-2115
Fax ...: 409-750-8210

QUOTATION

Number: SQ028037-1	Page : 3 of 4
Sales order	Date : 6/29/2020
Your ref.: Airport Pump Static	Our ref: 439
Requisition	Payme: Net 30 Days
Quotation deadline : 7/29/2020	Sales : TXSE
Delivery Term	Name : Matthew W. Ramb

stated on the invoice. Invoices unpaid for thirty (30) days after issuance shall bear interest at the highest lawful rate due and payable on any invoiced account, which is delinquent and not paid within the stated terms. Should Customer for any reason fail to pay in accordance with these terms, Customer agrees to pay all collection costs, attorney's fees and expenses incurred in collecting payment.

If Customer's financial condition is or becomes unsatisfactory to SPCO, SPCO reserves the right to (a) require payment from Customer on a cash in advance basis, (b) require a letter of credit or other acceptable security before shipment, (c) cancel shipment at any time prior to delivery without further obligation or liability on SPCO's part, (d) terminate any contract or obligation on the part of SPCO, or (e) require other special payment terms acceptable to SPCO to assure payment. All extensions of credit are subject to the approval of SPCO's credit department and management.

5. Joint Check Agreement— If Customer fails to pay laborers and materialmen within thirty (30) days after payment by SPCO, SPCO will have the right to make future payments by check payable jointly to Customer and laborers or materialmen to the extent of unpaid indebtedness arising out of the job. SPCO will credit joint checks against the contract sum on the next payment application.

6. Taxes – The amount of all federal, state or local taxes applicable to the sale, use, delivery or transportation of the equipment or services sold hereunder and all duties, imports, tariffs, and other similar levies shall be added to the contract price and paid by the Customer except where the Customer shall furnish an appropriate certificate of exemption.

7. Property Damage – SPCO shall not be responsible for damage to topsoil or groundcover in connection with the work or service performed under this contract. SPCO shall not be responsible for claims arising from the pumping of water onto the ground which is necessary in connection with the service or work provided by SPCO. The customer agrees to hold SPCO harmless from claims arising out of damage caused by the pumping of water onto the ground.

8. Startup – If the equipment supplied pursuant to this quotation has a warranty requirement, qualified SPCO personnel must be present during the initial equipment startup and commissioning. Failure to request and assure the presence of qualified SPCO personnel will void any warranty herein. Requests for startup must occur at least seven (7) days prior to the scheduled date of the startup.

9. Limitation of Liability – The remedies set forth herein are exclusive and the total liability of SPCO with respect to this quotation, and any contract for goods or services arising from this quotation, or for any breach thereof, whether based on contract, warranty, torts (including negligence), indemnity, strict liability or otherwise, shall not exceed the quotation or sales price of the specific equipment or service which gives rise to the claim.

10. Setoff – All amounts that Customer owes SPCO under this quotation shall be due and payable in accordance with the terms of the quotation. Customer shall not setoff such amounts or any portion thereof, whether or not liquidated, against sums which Customer asserts are due to it, its parent, affiliates, subsidiaries or other division under other transactions with SPCO.

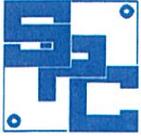
11. Customer Cancellation – Customer may cancel this order only upon written notice and payment to SPCO of reasonable and proper cancellation charges. In the event of cancellation, Customer must pay for all material, expense and labor costs incurred by SPCO in connection with the materials and services to be provided pursuant to this quotation, as well as all expenses relating to any specially fabricated materials and restocking charges.

12. Assignment – Neither party may assign this order or any portion thereof without the advance, written consent of the other party, which consent shall not be unreasonably withheld.

13. Waiver/Severability – Failure by SPCO to assert all or any of its rights upon any breach by Customer shall not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor shall any waiver be implied from the acceptance of any payment. No waiver of any right shall extend to or affect any other right Customer may possess nor shall such waiver extend to any subsequent similar or dissimilar breach.

If any portion of these Terms are determined to be illegal, invalid or unenforceable for any reason, such provision shall be deemed stricken for the purposes of the dispute in question and all other provisions shall remain in full force and effect.

14. Applicable Law – The contract involving the sale of the equipment and services covered by this quotation shall be interpreted in accordance with the laws of the State of Texas. This contract is performable in McLennan County, Texas and venue for any court action in any way relating to or arising out of this contract shall be McLennan



**SMITH
PUMP
COMPANY, INC.**

Bill to .: City of Galveston
P.O. Box 779
Galveston, TX 77553

Contact :
Phone :
Fax ...:

Ship to : Airport Pump Station
7915 Airport Blvd
Galveston, TX 77553

Contact : Dennis Stark
Phone : 409-766-2115
Fax ...: 409-750-8210

County, Texas.

ACCEPTED BY:
COMPANY NAME: _____

PROJECT REFERENCE: _____

SIGNED ON DATE: _____

SIGNED: _____

PRINTED NAME: _____

Remit to: 301 M&B Industrial Blvd.
Woodway, TX 76712

Phone: 254-776-0377
Fax: 254-776-0023

QUOTATION

Number: SQ028037-1	Page : 4 of 4
Sales order	Date .: 6/29/2020
Your ref.: Airport Pump Station	Our ref: 439
Requisition	Payme: Net 30 Days
Quotation deadline : 7/29/2020	Sales : TXSE
Delivery Term	Name : Matthew W. Ramb



City of Galveston

CAPITAL PROJECTS STAFF REPORT

July 10, 2020

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: J. Dudley Anderson, Building Program Manager

RE: Consider for approval of a proposal from CenterPoint Energy as a sole source provider for the installation of new, decorative streetlights as part of the 27th Street Improvements Phase III from Broadway to Market project in the amount of \$131,679.00. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. The City completed Phase I of the 27th Street Improvements from Broadway to Avenue O, providing for a walkable streetscape, traffic calming, and improve connectivity to the various public destinations in the area.
- B. The City has completed 95% of Phase II of the 27th Street Improvements from Avenue O to Seawall with the intent of extending the streetscape and connectivity as Phase I.
- C. It is now desired to continue the project through Phase III, extending the improvements from Broadway to Market Street.
- D. The project also includes the installation of decorative lighting to increase security and provide for a greater appeal to pedestrians.

II. Current Situation

- A. The project includes the removal of ten (10) existing streetlights with the replacement of these with 48 of 45W Midtown decorative lighting fixtures on 13 ½ feet tall River Oaks poles along 27th Street from Broadway to Market.
- B. As the owner of the streetlights, CenterPoint Energy is a sole source provider for the removal and replacement of this lighting.
- C. CenterPoint has submitted a proposal for the following:

	<u>Cost</u>
Removal of the existing fixtures and poles	\$ 1,280.00
<u>Installation of new, decorative lighting</u>	<u>\$ 130,399.00</u>
Total	\$ 131,679.00





City of Galveston

CAPITAL PROJECTS STAFF REPORT

III. Impact or ramifications

The project is part of the City's continued efforts to improve the infrastructure throughout Galveston.

IV. Alternatives in order of priority

- A. Approval of the proposal from CenterPoint Energy as a sole source provider for the installation of new, decorative streetlights on 27th Street Improvements Phase III from Broadway to Market Street in the amount of \$131,679.00
- B. Do not approve the proposal.

V. Recommendation

- A. Approve the proposal from CenterPoint Energy as a sole source provider for the installation of new, decorative streetlights on 27th Street Improvements Phase III from Broadway to Market Street in the amount of \$131,679.00
- B. Do not approve the proposal.

VI. Fiscal Impact Report

Requested by: J. Dudley Anderson
Building Program Manager

Funding Source: IDC Infrastructure

Total Cost of Implementation \$ 131,679.00

Respectfully Submitted,

J. Dudley Anderson
Building Program Manager





City of Galveston
Subject: Decorative Streetlight Project
Location: 27th St – Phase III, Galveston, Tx
Galveston Service Area

May 21, 2020

Dear Requestor,

Per your request, CenterPoint Energy has prepared an estimate of cost to remove all of the overhead street lights in the depicted area. Also, CenterPoint Energy has prepared an estimate to install new decorative lights in this area. The customer is responsible for installing all of the conduit, foundations and stub up at the terminal pole locations. All conduit must be 2" schedule 80. CenterPoint Energy agrees to furnish, install, own and maintain street lighting service in the above noted area subject to the Lighting Services Rate schedule and the corresponding Service Rules and Regulations Relating to the Provision of Delivery Service to Retail Customers.

It is CenterPoint Energy's policy to install street lighting according to the Illuminating Engineering Society of North America (I.E.S.N.A.) recommendations. You have, however, requested that these street lights not be installed according to these recommendations and have, in fact, indicated where you want the street lights located. By signing below, you acknowledge that you have requested a street lighting system that is of your own design and is not the design offered by CenterPoint Energy. It should also be understood that your street lighting design might not meet the recommendations of the I.E.S.N.A.

This installation consists of:

- **48, 45** Watt, LED, 4,800 initial lumens, **Midtown** style luminaires in black mounted to 13'6" **River Oaks metal** foundation poles serviced by **underground** conductors. The current monthly Lighting Services Rate schedule fee per lamp is **\$11.01**.
- **WO# 94105875**

The removal consists of:

- **10, 45** Watt, LED, 4,800 initial lumens, **Cobra** style luminaires mounted to wood poles serviced by **overhead** conductors.
- **WO# 94175894**

Note: The initial monthly rates for new LED street lighting alternatives are set at the same monthly rates currently in place for equivalent traditional lamp street lights under the Company's tariffs. The election of new LED street lighting option will require additional costs. CenterPoint Energy may seek to recover necessary expenses associated with LED street light installation causing a monthly rate adjustment in the future.

The additional cost of electrical power and energy must be provided by your Competitive Retailer of choice. Payment of all monthly fees associated with this installation will be paid directly to your chosen Competitive Retailer.

Installation WO – 94105875 - \$130,399.00

Removal WO – 94175894 - \$1,280.00

The construction cost for this request is **\$131,679.00**, which is not subject to refund. This estimate is valid for 180 days from date of creation. Please send (2) two separate checks, one in the amount of \$130,399.00, and \$1,280.00.

Approval from the City of Galveston, Public Works Department is required prior to installation of streetlights.

The streetlights will be installed at the general locations depicted on the attached electrical facility layout. Installation of the street lights is contingent on all the street lights being installed at one time. All easements and rights-of way must be clear of trees, stumps, construction debris and equipment, and other obstructions which would interfere with the Company's cable boring operation. If these conditions are not met, our company must ask that the additional construction costs associated with the obstructions be paid. While our company does attempt to maintain standard locations for the installation of street lighting, it is not always possible to install street lighting at these locations. Any adjustments needed should be discussed and resolved during the pre-construction walk. Any relocation requested can be done if it does not create operating problems and is not objectionable to other parties. All costs associated with relocations after the installation of the street lighting will be borne by the party making the request.

Your signature or designee's signature below will be our acknowledgment of your company's acceptance to the above mentioned terms and associated charges. Also, a check for the noted amount made payable to *CenterPoint Energy*, will be our authority to proceed with the necessary work. Please send the check and the **original signed copy** of this agreement and Authorization Form to:

CenterPoint Energy
Attn: SOH DPC
4700 S. Shaver, Bldg. I , FL-03
Houston, TX 77034

If you have any questions, please contact me at (713) 945- 6282.

Sincerely,

RANDY MOREHEAD
Service Consultant
Street Lighting Operations
Distribution Project Management

Approved and accepted this _____ day of _____, 2020.

Signature _____

Printed Title _____

Printed Name _____

Mailing
Address _____

**** INSTALL WO# 94105875 / REMOVAL WO# 94175894****



City of Galveston

CAPITAL PROJECTS STAFF REPORT

July 10, 2020

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: J. Dudley Anderson, Building Program Manager

RE: Consider for approval Change Order No. 5 to the contract with E. P. Brady, Ltd., for the Sanitary Sewer Improvements along 8 Mile Road from Stewart Road to Sunny Beach project, decreasing the contract by \$85,464.43 from the amount of \$2,573,683.85 to a new total amount of \$2,488,219.42. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. The design and construction of a sanitary sewer line along 8 Mile Road and within the Sunny Beach subdivision was included in the City of Galveston Capital Improvement Plan.
- B. On 14 January 2016, the City Council approved Arceneaux, Wilson, and Cole, LLC. to perform engineering design for the Sanitary Sewer Improvements Along 8 Mile Road from Stewart Road to Sunny Beach project.
- C. The City Council subsequently awarded a contract with E. P. Brady, Ltd. in the amount of \$2,078,860.00 on 15 November 2018 for the construction of this project.
- D. Change Order #1 was approved by Council July 29, 2019 for an **increase** in the contract amount of \$365,994.85 (17.61%) for additional traffic control, water line, sanitary sewer, and paving.
- E. Change Order #2 was approved November 1, 2019 for an **increase** in contract amount of \$10,675.00 (0.51%) for additional service connections.
- F. Change Order #3 was approved December 16, 2019 for an **increase** in contract amount of \$118,154.00 ((5.68%) to replace the existing AC water line on Schwartz and the addition of a water line bore under FM 3005.
- G. Change Order #4 was approved on April 20,2020 as a contract time extension only in the amount of 126 calendar days to a new total of 483 calendar days.
- H. Total Change Orders equal 19.69% of the original contract award.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

VI. Fiscal Impact Report

Requested by:

J. Dudley Anderson
Building Program Manager

Funding Source:

Water and Sewer CO's

Construction Cost	\$ 2,488,219.42	(decrease of \$85,464.43 (-4.11%))
Construction Administration	\$ 30,000.00	
Material Testing	<u>\$ 20,263.00</u>	
Total Cost of Implementation	\$ 2,538,482.42	

Respectfully Submitted,

J. Dudley Anderson
Building Program Manager





City of Galveston

8 Mile Road Sanitary Sewer Improvements

Construction Contract Change Order Number 5 (Final)

Consultant: Arceneaux Wilson & Cole LLC 2901 Turtle Creek Drive, Suite 320 Port Arthur, Texas 77642 Phone No.: 409.724.7888	Owner: City of Galveston 823 Rosenberg Galveston, Texas 77550 Phone No.: 409.797.3630	Contractor: E.P. Brady, LTD 3414 Persimmon Houston, Texas 77093 Phone No.: 713.691.0923 NTP Date: 2/1/19
<u>Change in Contract Price</u>		<u>Change in Contract Time (Calendar Days)</u>
Original Contract Price: \$ 2,078,860.00		Original Contract Time: 210 days
Previous Change Order(s): No. 1 to No. 4 \$ 494,823.85		Net Change From Previous Change Orders: 273 days
Contract Price Prior to this Change Order: \$ 2,573,683.85		Contract Time Prior to this Change Order: 483 days
Net Increase/Decrease of this Change Order: \$ - (85,464.43)		Net Increase/Decrease of this Change Order: 0 days
Contract Price With all Approved Change Orders: \$ 2,488,219.42		Contract Time With all Change Orders: 483 days
Cumulative Percent Change in Contract Price (+/-): + 19.69%		Construction Contract End Date: (mm/dd/yy) 5/29/20

RECOMMENDED:

APPROVED:

ACCEPTED:

By: *Mac Alcher*
ARCENEUX WILSON & COLE

By: _____
CITY OF GALVESTON

By: *Christopher Uaw*
E.P. BRADY, LTD.

Date: 07/09/2020

Date: _____

Date: 7/10/2020

NOTE: A cumulative change in the contract price in excess of 25% cannot be reviewed.





July 19, 2020

Mr. Dudley Anderson
City of Galveston
823 Rosenberg
Room 205
Galveston, Texas 77550

RE: 8 Mile Road Sanitary Sewer - *CHANGE ORDER NO. 5 (Final)*
AWC Job No. COG-050

Dear Mr. Anderson:

Arceneaux Wilson & Cole, LLC has reviewed the Change Order No. 5 for the 8 Mile Road Sanitary Sewer project and recommends approval of the construction contract changes. This will be the final change order for this project.

Regarding this Change Order cost, the overall result for this change order is to decrease the contract amount by \$85,464.43. These costs include the following changes in quantities:

- Bid Item 5, Remove 101.66 LF ~ 15" Sanitary Sewer, OC @ \$248/LF (- \$25,211.68)
- Bid Item 6, Add 23.87 LF ~ 12" Sanitary Sewer, OC @ \$233.05/LF (\$5,562.90)
- Bid Item 7, Remove 50 LF ~ 12" HDPE Sanitary, DD @ \$535/LF (- \$26,750.00)
- Bid Item 8, Remove 13.17 LF ~ 10" Sanitary Sewer, OC @ \$196/LF (- \$2,581.32)
- Bid Item 15, Remove 12 EA ~ Concrete Pads @ \$500/EA (- \$6,000.00)
- Bid Item 17, Remove 3 EA ~ 6" FS Single Service @ \$2,900/EA (- \$8,700.00)
- Bid Item 22, Remove 14.84 CY ~ Roadway Excavation @ \$35/CY (- \$519.40)
- Bid Item 23, Remove 305 SY ~ 2" Type "D" HMAC Paving @ \$14/SY (- \$4,270.00)
- Bid Item 34, Remove 2 LF ~ 15" Sanitary Sewer in Casing @ \$535/LF (- \$1,070.00)
- Bid Item 35, Remove 287 SY ~ 8" Black Base @ \$40.99/SY (- \$11,764.13)
- Bid Item 36, Remove 18 SY ~ 10" Black Base @ \$50.60/SY (- \$910.80)
- Bid Item 44, Remove 10 LF ~ 16" Casing under FM 3005 @ \$325/LF (- \$3,250.00)



I have attached Change Order No. 5 which modifies the contract to reflect this change for your consideration and action. Should you have any questions or require additional information, please contact our office.

Very truly yours,

Arceneaux Wilson & Cole LLC

TEXAS REGISTERED ENGINEERING FIRM F-16194

A handwritten signature in blue ink, appearing to read "Marc Ochoa", is written over a solid black horizontal line.

Marc Ochoa, P.E.

Senior Project Manager

Attachments: Change Order Form



City of Galveston

CAPITAL PROJECTS STAFF REPORT

July 10, 2020

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: J. Dudley Anderson
Building Program Manager

Re: Consider for approval Change Order #8 to the contract with J. W. Kelso Company, Inc., for the City of Galveston Public Works Facility project, increasing the contract by \$93,142.00 (0.86%) from the amount of \$11,447,037.20 to the amount of \$11,540,179.20. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. The U.S. Department of Housing and Urban Development approved the State's amended action plan for \$1.7 billion in second round disaster recovery funding associated with Hurricane Ike and Dolly.
- B. The amended state plan allocated \$1.032 billion to the Houston-Galveston Area Council region.
- C. The construction of a new Public Works and Utilities facility was identified as a project to be funded by the CDBG Disaster Recovery Non-Housing Round 2.2 program.
- D. The General Land Office approved LAN, Inc to provide architectural design services for the City of Galveston Public Works Facility project.
- E. J. W. Kelso Company, Inc. was awarded the contract by Council on December 14, 2017 in the amount of \$10,732,495.00.
- F. Change Order 1 was council approved on June 27, 2019 for a **decrease** in contract amount of \$154,050.80 (-1.44%).
- G. Change Order 2 was council approved on August 22, 2019 for an **increase** in contract amount of \$113,528.00 (1.06%).
- H. Change Order 3 was council approved on September 19, 2019 for an **increase** in contract amount of \$29,936.00 (0.28%).
- I. Change Order 4 was council approved on November 14, 2019 for an **increase** in contract amount of \$208,800.00 (1.95%).
- J. Change Order 5 was council approved on January 23, 2020 for an **increase** in contract amount of \$263,426.00 (2.45%).
- K. Change Order 6 was council approved on January 23, 2020 for an **increase** in contract amount of \$38,277.00 (0.36%).





City of Galveston

CAPITAL PROJECTS STAFF REPORT

- L. Change Order 7 was council approved on April 30, 2020 for an **increase** in contract amount of \$214,618.00 (2%).
- M. The cumulative change in construction cost through Change Order #7 is 6.66%

II. Current Situation

- A. Funding from CDBG Round 1 has been added to the available funding for this and 3 other Round 2.2 projects under construction for the City of Galveston. These projects were reduced from the desired scope to meet available Round 2.2 funding. That funding has now increased but cannot be utilized on any new projects. The ability to utilize that funding on the City of Galveston Public Works Facility project has allowed the City to add scope into the project and enhance its value.
- B. This change order addresses increasing the scope of work to more fully utilize available funding by providing items more fully described in the attached Engineer of Record recommendation.
- C. The project is approximately 98% complete and will be completed in August 2020 unless other items are approved for inclusion by the GLO.
- D. Departments are occupying the facility in sequence.
- E. The City of Galveston has occupied the warehouse portion of the project.
- F. The net **increase** of this change order is \$93,142.00.
- G. The cumulative change in construction cost is 7.52% including this Change Order #8.
- H. The cost of construction changes is funded by CDBG Round 2.2.
- I. LAN has recommended approval of this request.

III. Alternatives in order of priority

- A. Approve Change Order #8 to the contract with J. W. Kelso Company, Inc., for the City of Galveston Public Works Facility project, increasing the contract by \$93,142.00 (0.86%) from the amount of \$11,447,037.20 to the amount of \$11,540,179.20.
- B. Do not approve the change order.

IV. Recommendation

Approve Change Order #8 to the contract with J. W. Kelso Company, Inc., for the City of Galveston Public Works Facility project, increasing the contract by \$93,142.00 (0.86%) from the amount of \$11,447,037.20 to the amount of \$11,540,179.20.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

V. Fiscal Impact Report

Requested by:	J. Dudley Anderson Building Program Manager
Funding Source:	CDBG DR Non-Housing Round 2.2
Construction Cost	\$ 11,540,179.20 (increase of \$93,142.00)
<u>Construction Administration</u>	<u>\$ 191,597.00</u>
Total Cost of Implementation	\$ 11,731,776.20

Respectfully Submitted,


J. Dudley Anderson
Building Program Manager





Texas General Land Office Disaster Recovery

Construction Contract Change Order Request Form

Engineer: Lockwood, Andrews & Newnam 2925 Briarpark Drive, Suite 400 Houston, TX 77042 Phone No.: 713-266-6900	Owner (Contractor Locality): City of Galveston 823 Rosenberg Galveston, TX 77553 Phone No.: 409-797-3500	Contractor: J.W. Kelso Company Inc. 7225 Harborside Drive Galveston, TX 77553 Agreement Date: 12/14/2017 Phone No.: 409-740-0266
Date: 7/9/2020 Project Code No.: Bid Package No.:	Contract For (Project Description): Construction of the City of Galveston Public Works Facility	GLO Contract No.: 15-081-000-8748 Change Order No.: 08

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
CO8-1	CP 54: Revise power circuit for water heater from 120 V to 208 V in accordance with the response to RFI 130.		\$467.00
CO8-2	CP 56: Add suspended ceiling with lighting and fire sprinklers in Room 135.		\$5,885.00
CO8-3	CP 58: Add power and wiring for automatic door operators at openings 101 and 150B in accordance with the response to RFI 132.		\$788.00
CO8-4	CP 62: Install bollards and parking area wheel stops in various locations identified as needing protection from vehicle traffic.		\$5,781.00

CO8-5	CP 63: Add card readers for access control at opening 150B and the southwest driveway gate.		\$5,191.00
CO8-6	CP 55: Revisions to security camera locations and associated raceways and cabling.		\$8,256.00
CO8-7	CP 64: Add sloped concrete paving along the eastern site boundary.		\$39,340.00
CO8-8	CP 65: Corrosion-resistant conduit extensions for pole-mounted security cameras.		\$3,327.00
CO8-9	CP 67: Install safety edges sensors on four driveway entrance gates.		\$2,100.00
CO8-10	CP 59: Install TAS-compliant handrails on pedestrian ramp from accessible street parking.		\$11,538.00
CO8-11	CP 70: Cost associated with the removal of unforeseen below-grade obstructions.		\$8,950.00
CO8-12	CP 71: Relocate exhaust fan disconnect switches.		\$1,167.00
CO8-13	CP 72: Install plastic laminate aprons over casework floor sinks with condensate drains.		\$352.00
	Totals		\$93,142.00

<u>Change in Contract Price</u>	<u>Change in Contract Time (Calendar Days)</u>
Original Contract Price: \$10,732,495.00	Original Contract Time: 576 days
Previous Change Order(s): No. 01 to No. 07 \$714,542.20	Net Change From Previous Change Orders: 298 days
Contract Price Prior to this Change Order: \$11,447,037.20	Contract Time Prior to this Change Order: 874 days
Net Increase/Decrease of this Change Order: \$93,142.00	Net Increase/Decrease of this Change Order: 62 days
Contract Price With all Approved Change Orders: \$11,540,179.20	Contract Time With all Change Orders: 936 days
Cumulative Percent Change in Contract Price (+/-): +7.52%	Grantee Contract End Date: (mm/dd/yy) 12/31/2020
Construction Contract Start Date: (mm/dd/yy) 02/07/2018	Construction Contract End Date: (mm/dd/yy) 8/31/2020

Reimbursements of costs included in this change order are subject to review by the GLO-DR program.
 * This document may be executed prior to submission for GLO-DR program review, but all parties involved will be held responsible if the change order or the amendment warranted as a result of this change order is not in compliance with CDBG or HUD requirements.

RECOMMENDED:

By: 

ENGINEER

Lockwood, Andrews & Newnam,
Inc.

Date: 07/09/2020

APPROVED:

By: _____

OWNER

City of Galveston

Date: _____

ACCEPTED:

By: 

CONTRACTOR

J.W. Kelso Company, Inc.

Date: 7/13/20

JUSTIFICATION FOR CHANGE

1. Will this Change Order increase or decrease the number of beneficiaries?	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> No Change
If there is a change, how many beneficiaries will be affected?	Total ____	L/M ____	
2. Effect of this change on scope of work:	<input checked="" type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input type="checkbox"/> No Change
3. Effect on operation and maintenance costs:	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> No Change
4. Are all prices in the change order dependent upon unit prices found in the original bid?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
If "No", explain: Cost proposals applicable to this change order were prepared from competitive subcontractor/supplier quotes contained in the attached supporting documents.			
5. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
If "Yes", is an Environmental Re-assessment required?			
6. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid? (if applicable)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
7. Is the TCEQ permit approval still valid? (sewer projects only) N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
8. Are the handicapped access requirements/approval still valid? (if applicable)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
9. Are other Disaster Recovery contractual special condition clearance still valid?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
(If no, specify):			

NOTE:

- * Generally, a cumulative change in the contract price in excess of 25% cannot be reviewed (18% **decrease** for counties).

Item No. CO8-6, J.W. Kelso Cost Proposal 55:

Revisions were made to the locations of exterior security cameras which require modifications to conduit and cabling. J.W. Kelso submitted a cost proposal dated May 26, 2020 in the amount of \$8,256.00 to make the revisions requested. LAN has reviewed the proposal and finds the cost to be reasonable and recommends acceptance of this proposal.

Item No. CO8-7, J.W. Kelso Cost Proposal 64:

Final grade elevations along the east boundary of the project site resulted in steeper grades than anticipated, requiring the use of sloped concrete paving to prevent erosion and potential storm-related scour. J.W. Kelso submitted a cost proposal dated July 1, 2020 in the amount of \$39,340.00 to construct the proposed improvements. LAN has reviewed the proposal and finds the cost to be reasonable and recommends acceptance of this proposal.

Item No. CO8-8, J.W. Kelso Cost Proposal 65:

The planned mounting heights for parking lot light pole-mounted security cameras were found to be too low for acceptable surveillance. The City of Galveston requested a non-corrosive extension to raise the camera mounts to the desired height. J.W. Kelso submitted a cost proposal dated July 1, 2020 in the amount of \$3,327.00 to furnish and install the four extensions proposed. LAN has reviewed the proposal and finds the cost to be reasonable and recommends acceptance of this proposal.

Item No. CO8-9, J.W. Kelso Cost Proposal 67:

There are four automatic access control gates at the driveway entrances/exits on the project site, which were installed in compliance with current UL standards for safety devices. The City of Galveston is concerned that the single photo-eye safety device is inadequate to protect both vehicles and gates, and requested the addition of safety edge sensors on each gate to provide the level of protection desired. J.W. Kelso submitted a cost proposal dated July 7, 2020 in the amount of \$2,100.00 to furnish and install the four gate sensors. LAN has reviewed the proposal and finds the cost to be reasonable and recommends acceptance of this proposal.

Item No. CO8-10, J.W. Kelso Cost Proposal 59:

The City of Galveston requested an accessible street parking space on Market Street for use by disabled citizens to access the services provided in the facility. A pedestrian ramp was constructed to provide access from the parking space to the sidewalk, for which ADA/TAS railings are required. J.W. Kelso submitted a cost proposal dated July 7, 2020 in the amount of \$11,538.00 to furnish and install the required railings. LAN has reviewed the proposal and finds the cost to be reasonable and recommends acceptance of this proposal.

Item No. CO8-11, J.W. Kelso Cost Proposal 70:

Numerous below-grade obstructions (such as abandoned concrete foundations, utility piping, etc.) were encountered throughout the duration of construction. J.W. Kelso submitted a cost proposal dated July 7, 2020 in the amount of 8,950.00 for the removal and disposal of the underground debris. LAN has reviewed the proposal and finds the cost to be reasonable and recommends acceptance of this proposal.

Item No. CO8-12, J.W. Kelso Cost Proposal 71:

Disconnect switches for two exhaust fans require relocation to avoid inadvertent shutoff. J.W. Kelso submitted a cost proposal dated July 7, 2020 in the amount of \$1,167.00 to relocate the switches. LAN has reviewed the proposal and finds the cost to be reasonable and recommends acceptance of this proposal.

Mr. Dudley Anderson, Building Program Manager
City of Galveston
July 9, 2020
Page 3

Item No. CO8-13, J.W. Kelso Cost Proposal 72:

The City of Galveston requested sound attenuation measures for two indirect condensate drains that are located below sinks in the classroom and break room in the Administration building. J.W. Kelso submitted a cost proposal dated July 7, 2020 in the amount of \$352.00 to furnish and install millwork aprons to address the concerns. LAN has reviewed the proposal and finds the cost to be reasonable and recommends acceptance of this proposal.

Change in Contract Time

The contract end date is to be extended by 62 calendar days to August 31, 2020 for a total of 936 calendar days.

The above representations are made with the best knowledge and information available as of this date.

Regards,

A handwritten signature in blue ink, appearing to read "Terre N. Musgrove", with a long horizontal line extending to the right.

Terre Musgrove, AIA
Program Manager



City of Galveston

CAPITAL PROJECTS STAFF REPORT

July 14, 2020

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: J. Dudley Anderson, Building Program Manager

RE: Consider approval of Change Order #03 to the agreement with E. P. Brady, Ltd., for the 24 inch Water Transmission Line from 59th Street Pump Station to the Airport Pump Station (RFP #19-24) increasing the project cost by \$28,684.17 (0.16%). This represents an increase in the total project cost of 0.94% from the original amount of \$17,159,876.30 to the amount of \$17,321,759.49. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. The design and construction of this project was included in the City of Galveston Capital Improvement Plan.
- B. City Council approved a contract with E. P. Brady, Ltd., for the 24 inch Water Transmission Line from 59th Street Pump Station to the Airport Pump Station (RFP #19-24) in an amount not to exceed \$18,000,000.00 for the base bid plus alternate A, B, D, F, G, H, I, J, K, and L at the December 2019 Council meeting.
- C. The City executed an agreement with E.P. Brady January 22, 2020 after negotiating a best and final offer for \$17,159,876.30.
- D. The City executed Change Order #01 with EP Brady April 30, 2020 for a 0.2% increase in the total construction contract from the original amount of \$17,159,876.30 to the amount of \$17,193,266.93. This change order did not increase the project budget.
- E. The City executed Change Order #02 with EP Brady June 26, 2020 for a .58% increase in the total construction contract from the amount of \$17,193,266.93 to the amount of \$17,293,075.32. This change order did not increase the project budget.

II. Current Situation

- A. Construction on this necessary water delivery system began March 2020.
- B. The Contractor and City Staff have continued to consider means and method that would allow the least disruption to major thoroughfares along the route of this project and deliver a quality project.
- C. There are two items that have been added to the contract scope of work. These are more fully described in the attached recommendation from the Engineer of Record. The most





City of Galveston

CAPITAL PROJECTS STAFF REPORT

critical item is the assessment of the City’s existing storm sewer system along Heards Lane by dewatering predetermined sections and performing CCTV inspections.

III. **Impact or ramifications:**

Construction of the 24” water line the length of Heards Lane is not possible until the extent of the deterioration of the storm system is known. This change order provides the necessary information prior to excavating Heards Lane.

IV. **Alternatives in order of priority**

A. Approve Change Order #03 to the agreement with E. P. Brady, Ltd., for the 24 inch Water Transmission Line from 59th Street Pump Station to the Airport Pump Station (RFP #19-24) increasing the project cost by \$28,684.17.

B. Do not approve the request.

V. **Recommendation**

Approve Change Order #03 to the agreement with E. P. Brady, Ltd., for the 24 inch Water Transmission Line from 59th Street Pump Station to the Airport Pump Station (RFP #19-24) increasing the project cost by \$28,684.17.

VI. **Fiscal Impact Report**

Requested by:	J. Dudley Anderson Building Program Manager
Funding Source:	Water and Sewer CO’s GO Bond Street contingency fund (\$68,500.00)
Construction Cost	\$ 17,321,759.49 (an increase of \$28,684.17)
Contingency	\$ 603,239.51 (a decrease of \$28,684.17)
Construction Administration	\$ 125,500.00
Material Testing (estimated)	\$ 225,000.00
Total Cost of Implementation	\$ 18,275,500.00

Respectfully Submitted,

J. Dudley Anderson
Building Program Manager



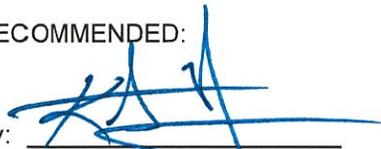


City of Galveston

24-Inch Water Line From 59th Street Pump Station To Airport Pump Station

Construction Contract Change Order Number 3

Consultant: Arceneaux Wilson & Cole LLC 2901 Turtle Creek Drive, Suite 320 Port Arthur, Texas 77642 Phone No.: 409.724.7888		Owner: City of Galveston 823 Rosenberg Galveston, Texas 77550 Phone No.: 409.797.3630		Contractor: E.P. Brady, LTD 3414 Persimmon Houston, Texas 77093 Phone No.: 713.691.0923 NTP Date: 03/30/2020	
<u>Change in Contract Price</u>			<u>Change in Contract Time (Calendar Days)</u>		
Original Contract Price: \$17,159,876.30		Original Contract Time: 365 days			
Previous Change Order(s): No. 1 to No. 2 \$133,199.02		Net Change From Previous Change Orders: 0 days			
Contract Price Prior to this Change Order: \$17,293,075.32		Contract Time Prior to this Change Order: 365 days			
Net Increase/Decrease of this Change Order: \$28,684.17		Net Increase/Decrease of this Change Order: 0 days			
Contract Price With all Approved Change Orders: \$17,321,759.49		Contract Time With all Change Orders: 365 days			
Cumulative Percent Change in Contract Price (+/-): + 0.94%		Construction Contract End Date: (mm/dd/yy) 04/29/2021			

RECOMMENDED:
 By: 
 ARCENEAUX WILSON & COLE

APPROVED:
 By: _____
 CITY OF GALVESTON

ACCEPTED:
 By: 
 E.P. BRADY, LTD.

Date: 07/13/2020

Date: _____

Date: 7/14/2020

NOTE: A cumulative change in the contract price in excess of 25% cannot be reviewed.





July 13, 2020

Mr. Dudley Anderson
City of Galveston
823 Rosenberg
Room 205
Galveston, Texas 77550

*RE: CHANGE ORDER NO. 3
24-Inch Water Line From 59th Street Pump Station To Airport Pump Station
AWC Job No. COG-130*

Dear Mr. Anderson:

Arceneaux Wilson & Cole, LLC has reviewed the Change Order No. 3 for the 24-Inch Water Line From 59th Street Pump Station To Airport Pump Station project and recommends approval of the construction contract changes.

Regarding this Change Order No. 3 time and cost, the overall result for this change order is to increase the contract amount by \$28,684.17. These costs include the following changes in quantities:

- New Bid Item 122, Add 1 L.S., Avenue O ½ 18" Casing Offset @ \$7,140.00/L.S. (\$7,140.00)
- New Bid Item 123, Add 1 L.S., Heard's Lane Storm Sewer Dewatering @ \$21,544.17/L.S. (\$21,544.17)

The above listed items are utilized by two (2) total revisions to the Contract. These revisions are described as follows:

- *Avenue O ½* – It was discovered during construction the existing force main that crosses 55th Street along Ave O ½ is in direct conflict with the proposed new 10" water line being constructed on 55th Street. Due to utility clearance issues, it is only feasible to construct a vertical offset to direct the new 10" water line below the existing force main. In order to comply with TCEQ and City standards, the Contractor will utilize fittings and encase a minimum of 18 linear foot of the new 10" water line in an 18" steel casing.



- *Heards Lane* – It was discovered during construction the existing storm sewer system along Heards Lane is in poor physical condition. This assessment was made due to the abundant amount of storm water encroachment being experienced by the Contractor at certain water line tie in and excavation pit locations. In order to properly address the storm sewer system failures with a long term beneficial fix for the City, the City has elected to have the Contractor dewater predetermined sections of the existing storm sewer system in order for the City to perform CCTV inspections of the existing infrastructure. The first section of storm sewer system to be dewatered and inspected is along 55th Street from the outfall across from Bible Baptist Church to 69th Street.

I have attached Change Order No. 3 which modifies the contract to reflect these changes for your consideration and action. Should you have any questions or require additional information, please contact our office.

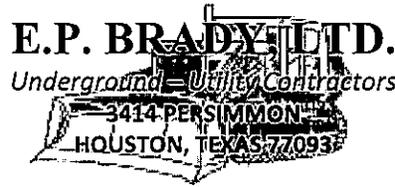
Very truly yours,

Arceneaux Wilson & Cole LLC

TEXAS REGISTERED ENGINEERING FIRM F-16194

A handwritten signature in blue ink, appearing to read "K. Zotzky", is written over a horizontal line.

Keith Zotzky, P.E., CFM
Staff Engineer



June 19, 2020

Mr. Keith Zotsky, PE, CFM
Arceneaux Wilson & Cole, LLC.
 2901 Turtle Creek Dr
 Suite 320
 Port Arthur, Texas 77642

**RE: Water Line Shutdown – 55th Street
 24” Water Line From 59th St. Pump Station to Airport Pump Station**

Mr. Zotsky,

Per the response to RFI #17, E.P. Brady is providing pricing to add casing to the water line, which crosses underneath the existing force main at Avenue O ½.

T-Construction Costs	\$6,800.00
Contractor Markup (5%)	\$340.00
TOTAL	\$7,140.00

If the pricing is acceptable, please execute a change order in the amount listed. Should you have any questions or concerns regarding this information, please feel free to contact our office.

Sincerely,

Christopher New
 Vice President

Encl: Proposal from T-Construction (dated 6/19/20)
 RFI #17



T CONSTRUCTION, L.L.C.

12605 McNair St * Houston, Texas 77015 * Ph. 832-582-8420 * Fx. 832-582-8421

June 19, 2020

E.P. Brady, LTD
Att. Mr. Christopher New
3414 Persimmon
Houston, Texas 77093

RE: City of Galveston 24 Inch Water Line

Mr. New,

T Construction, LLC is pleased to provide a proposal for performing "10" Waterline Casing for Sewer Crossing Clearance" the following is a breakdown of cost;

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED
A	T Construction will install 18" Steel Casing to house 10" waterline with a 12" clearance of Force Main per detail No.9 on Pg.70 as requested from the City of Galveston	LS	1	\$6,800.00	\$6,800.00

This price includes Labor, Equipment, Trench Safety, Confined Space Entry and Supervision.

This Price does not include

- Water Meter
- Bonds
- Special Permits
- Concrete driveway removal & replacement
- Asphalt Pavement removal & replacement

If you have any questions, please don't hesitate to contact me.

Sincerely,


Yonin Villares
Managing Director/Estimator
T Construction, LLC
Phone: (832)582-8420
Fax: (832)582-8421
Email: yvillares@tconstructionllc.com

Accepted By: _____ Date: _____

Title: _____

**CITY OF GALVESTON, TEXAS
REQUEST FOR INFORMATION**

1. PROJECT NO.: COG -130 2. RFI NO.: 17
2. PROJECT NAME: 24" Transmission Line and Fiber Optic Line From 59th Street Pump Station
To Airport Pump Station
3. CONTRACTOR: E. P. Brady, Ltd.
4. CONTRACT NO.: _____
5. SPECIFICATION Nos.: _____
6. DRAWING Nos.: 9
7. RESPONSE CODE: CRITICAL ROUTINE 9. DATE RESPONSE REQUIRED: ASAP
8. INFORMATION REQUIRED:

Please find the attached email from Brandon Flores w/ T-Construction – in the process of installing the 10" water line along 55th Street via trenchless methods, an undocumented HDPE force main was hit at STA: 23+00 (Avenue O ½).

It now appears that the force main and water line are in a close proximity of each other, with the water line going beneath the existing force main. How does the Owner want the Contractor to proceed with the water line in this area?

9. Christopher Law Vice President 6/4/20
CONTRACTOR (Signature) TITLE DATE

10. RESPONSE: The City has accepted the Contractor's repair on the existing force main. The Contractor shall proceed by adjusting the new 10" water line at this utility crossing as shown in City Detail 9 on Sheet 70 of the Construction Plans. The City has agreed the Contractor will be compensated for the construction of this necessary water line offset, please provide associated costs. It shall also be noted per attached email sent on 06/08/2020, the use of trenchless construction to install the proposed 10" water line is acceptable by the City.

11. [Signature] 06/16/2020
PROJECT MANAGER (Signature) DATE

12. **If Contractor believes the response time required requires an adjustment in Contract Price or Contract Time, Contractor shall submit a timely proposal so as not to delay Contractor's Work.**

**CITY OF GALVESTON, TEXAS
REQUEST FOR INFORMATION**

1. PROJECT NO.: COG -130 2. RFI NO.: 15
2. PROJECT NAME: 24" Transmission Line and Fiber Optic Line From 59th Street Pump Station
To Airport Pump Station
3. CONTRACTOR: E. P. Brady, Ltd.
4. CONTRACT NO.: _____
5. SPECIFICATION Nos.: _____
6. DRAWING Nos.: _____
7. RESPONSE CODE: CRITICAL ROUTINE 9. DATE RESPONSE REQUIRED: 6/8/20
8. INFORMATION REQUIRED:

During pipe bursting operations along Heards Ln, it is being discovered that multiple offsets have been installed around existing storm sewers, which are undocumented. The Owner has been previously notified of these conflicts VIA email dated 5/17/20. This is causing the pipe bursting contractor to install additional pits and install the offsets, as needed, to continue the pipe bursting of the 10" water line.

Additionally, the storm sewers are permanently surcharged – in conjunction with the deteriorated condition of the concrete pipe, it is creating excessive storm sewer infiltration which cannot be handled by in-trench pumping. Be advised that these storm sewers will be encountered again with the construction of the 24" water line.

How does the Owner want to handle the conflict(s)? There is a high likelihood that more conflicts are to come as the work proceeds down Heards Ln. toward 61st Street. Additionally, how does the Owner want the Contractor to handle the surcharged storm sewer?

9. Christopher Uaw Vice President 6/3/20
CONTRACTOR (Signature) TITLE DATE

10. RESPONSE: The City has formed a plan of action to address the existing storm sewer system issues. At the request of the City, Contractor shall provide cost for constructing a coffer dam, plugging, and dewatering the storm sewer system (as shown in attached exhibit) in an effort to aid the City in performing a CCTV inspection of the existing infrastructure. Once the existing infrastructure has been inspected, a path forward for repairing and/or replacing the storm sewer system will be put in place.

11. [Signature] 06/16/2020
PROJECT MANAGER (Signature) DATE

12. If Contractor believes the response time required requires an adjustment in Contract Price or Contract Time, Contractor shall submit a timely proposal so as not to delay Contractor's Work.



City of Galveston

CAPITAL PROJECTS STAFF REPORT

July 10, 2020

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: J. Dudley Anderson, Building Program Manager

RE: Consider for approval a proposal from Braun Intertec Corporation in the amount of \$42,383.00 to perform Construction Material Testing for 73rd Street Reconstruction from Heards Lane to Ave N ½. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- A. The design and reconstruction of 73rd Street was included in the City of Galveston Capital Improvement Plan.
- B. This project includes rebuilding the roadway, replacement of aged water and sewer lines, sidewalks and ADA ramps and a new outfall along Ave N ½.
- C. On May 25, 2017, the City Council approved LJA Engineering to perform engineering design in the amount of \$175,000.00.
- D. The project was advertised for Construction Phase Services in October 2019 as RFP 19-30 and received three (3) responsive proposals.

	<u>Score:</u>
Main Lane Industries	1598
Angel Brothers	1567
Fused Industries	1364

Main Lane Industries received the highest score.
- E. Main Lane Industries was awarded the contract on February 27, 2020 in the amount of \$2,043,134.00.
- F. To ensure construction is performed consistent with the engineering specifications, construction material testing by an independent engineering firm is required.
- G. City requested a proposal from Braun Intertec Corporation that was prequalified by City Council in September 2018 to perform geotechnical engineering services.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

II. Current Situation

- A. Braun Intertec Corporation provided a proposal for \$42,383.00 to perform construction material testing.
- B. Braun Intertec Corporation is available to perform at City's request.

III. Impact or ramifications

This project is part of the City's continued efforts to improve the infrastructure throughout Galveston.

IV. Alternatives in order of priority

- A. Approve the proposal from Braun Intertec Corporation in the amount of \$42,383.00 to perform Construction Material Testing for 73rd Street Reconstruction from Heards Lane to Ave N ½.
- B. Do not approve the proposal.

V. Recommendation

Approve the proposal from Braun Intertec Corporation in the amount of \$42,383.00 to perform Construction Material Testing for 73rd Street Reconstruction from Heards Lane to Ave N ½.





City of Galveston

CAPITAL PROJECTS STAFF REPORT

VI. Fiscal Impact Report

Requested by:

J. Dudley Anderson
Building Program Manager

Funding Source:

GO Bonds

Total Cost of Implementation

\$ 42,383.00

Respectfully Submitted,

J. Dudley Anderson
Building Program Manager



MATERIALS TESTING SERVICES AGREEMENT

73rd Street Reconstruction from Heards Lane to Ave N ½

This Materials Testing Services Agreement (“Agreement”) is hereby entered into and effective on _____ between the City of Galveston, Texas, (the “City” or “Client”) and Braun Intertec Corporation (“Braun Intertec” or “Consultant”), a Corporation for the rendition of materials testing services described herein for the following project. References to the City/Client and Braun Intertec /Consultant, jointly shall be referred to as the “Parties” to this Agreement.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services (work): The scope of materials testing services subject to this Agreement is described in **Exhibit A** and includes the following documents attached hereto and incorporated herein for all purposes:
 - Project - 73rd Street Reconstruction from Heards Lane to Ave N ½
 - RFQ # **18-04** (Braun Intertec Prequalified by City Council in September 2018 for 3 years)
 - **Exhibit A** = Consultant Cost Estimate; Project Information; Scope of Services; Estimated Testing Schedule; and Proposal/CMT Acceptance Form.
2. Time of Performance: The services set forth in Consultant’s proposal (**Exhibit A**) shall commence upon the issuance of a Notice to Proceed. Due to the nature and extent of the project, the work is expected to be completed within (240) calendar days of the issuance of the Notice to Proceed (NTP).
3. Independent Contractors: The parties are independent Contractors as to each other. Nothing in this Agreement shall be construed as creating any agency or employment relationship. Neither party shall make any representations tending to create an apparent or implied agency or employment relationship. Neither party has the authority to act for the other or to create obligations or debts binding on the other. Neither party shall be responsible for any obligations or expenses incurred by the other.
4. The City does not waive or relinquish any governmental immunities or defenses on behalf of itself and its trustees, officers, employees, or agents as a result of the execution of this Agreement and performance of the functions or obligations described herein. Nothing herein shall be construed as creating any personal liability on the part of any officer, or director, or employee or representative of the City.
5. Standard of Care: The standard of care for all related services performed or furnished by Braun Intertec under this agreement will be performed in a manner consistent with the level

of care and skill ordinarily exercised and used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

Consultant shall perform the services described in this Agreement in accordance with all applicable federal, state, county, city and/or other governmental entity statutes, regulations, standards, codes and ordinances, including but not limited to all Federal Specifications and Standards and the City Code of the City of Galveston, and all applicable requirements of the current edition reference standards of the AASHTO, ACI, AISC, ASTM, and AWS. No pleas of misunderstanding will be considered on account of ignorance thereof. Consultant shall likewise impose the same obligations contained in this Agreement upon all of its sub-consultants, if any. The Consultant shall be responsible for the accuracy of its services and shall promptly make necessary revisions resulting from its errors, omissions or negligent acts without compensation.

6. Access to Information and Site Access: It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to Braun Intertec by the City and its agencies. The City and its agencies will cooperate with Braun Intertec in every way possible to facilitate the performance of the work described in the Agreement.
7. Appropriations: The obligations of the City to make payment under this Agreement are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.
8. Compensation: The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed **Forty Two Thousand, Three Hundred and Eighty Three, (\$42,383.00) Dollars**. Invoices are submitted by Braun Intertec each month (not necessarily falling on the first or last day of the month). City shall notify "Braun Intertec in writing, of any and all objections, if any, to an invoice within ten (10) days of the date of invoice. Otherwise, the invoice shall be deemed proper and acceptable by the City. Amounts indicated on invoices are due and payable immediately upon receipt. City's account will be considered delinquent if Braun Intertec does not receive full payment within thirty (30) days after the invoice date. Parties shall attempt to resolve any payment disputes within sixty (60) days or the matter may be submitted to mediation.
9. The compensation sum includes reimbursement for all labor, administrative, overhead, and all other expenses associated with the Project, including (but not limited to) all expenses incurred by Consultant in the performance of the work. The City shall not be responsible for payment to Braun Intertec for any additional services or expenses not specifically included in **Exhibit "A"**, except upon execution of an amendment to this Agreement in writing by both parties. Expenses incurred due to Contractors unpreparedness shall be invoiced directly to the Contractor.

10. **INDEMNIFICATION: FOR CONSIDERATION RECEIVED**, Braun Intertec shall, to the extent permitted by law, indemnify, save and hold the City of Galveston harmless, including City's officers, and, employees, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, error or omission of Braun Intertec or those acting under Braun Intertec's supervision or control. Braun Intertec shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the City. **Braun Intertec shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.**
11. **Construction**: This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas. Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement. In any case, if one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
12. **Termination of Agreement for Cause**: If, through any cause, Braun Intertec shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Braun Intertec shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to Braun Intertec of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Braun Intertec under this Agreement shall, at the option of the City, become property of the City and Braun Intertec shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, Braun Intertec shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by Braun Intertec, and the City may withhold any payments to Braun Intertec for the purpose of set-off until such time as the exact amount of damages due the City from Braun Intertec is determined.

13. Termination for Convenience of the City: The City may terminate this Agreement at any time by giving at least ten (10) days' notice in writing to Braun Intertec. If the Agreement is terminated by the City as provided herein, Braun Intertec will be paid for the time provided and expenses incurred up to the termination date. If this Agreement is terminated due to the fault of Braun Intertec, Paragraph eleven shall apply.
14. Modification: No change in the terms of this Agreement shall be binding unless it is in writing and signed by an authorized representative of both parties.
15. Force Majeure: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.
16. Proof of Insurance: Braun Intertec shall maintain certain types of insurance protection throughout the duration of the project. All insurance policies are to be issued by an insurance Braun Intertec authorized to do business in the State of Texas, using an insurance Company with an A.M. Best rating of a B+ or better.
17. Required Insurance: Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project; Automobile Liability Insurance, Worker's Compensation Insurance and Professional Liability Insurance. Limits are to be equal to or greater than:
- a. **Commercial general liability insurance:**
 - \$2,000,000 general liability (includes products and personal, etc.)
 - \$1,000,000 fire damage
 - \$1,000,000 automobile damage
 - \$500,000 workers compensation employers' liability
 - Statutory limits for workers compensationInsurance coverage shall be on an "occurrence basis"
 - b. **Professional Liability Insurance: \$1,000,000 per claim and \$2,000,000 Aggregate.** Consultant shall submit evidence at the time of execution of this Agreement that it has in full force and effect professional liability errors and omissions insurance. Consultant shall maintain such insurance in full force and effect throughout the duration of this Agreement and thereafter for a period of one year.
18. Assignability: Braun Intertec shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City. Unless specifically stated to the contrary in any written consent

to assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

19. Reports and Information: Braun Intertec, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement. Any reuse of the work product on extensions of this project or on any other project without Braun Intertec's prior written consent shall be at the re-user's sole risk and without liability to Braun Intertec.
20. Consultant shall submit written reports to the City including a general description of the inspections and tests performed with identification of the specific Project area/materials involved, all data required to be recorded under AASHTO, ACI, AISC, ASTM and AWS Standards and other standard test methods employed, identification of the standard sampling and test methods utilized, all findings and test results, and an appendix of terminology and symbols used, and in accordance with **Exhibit A**.
21. Findings Confidential: To the extent permitted by law, all of the reports, information, data, etc., prepared or assembled by Braun Intertec under this Agreement are confidential and Braun Intertec agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
22. Copyright: No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Braun Intertec.
23. Compliance with Local, State and Federal Laws: This Agreement shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Agreement, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Agreement or the Work.
24. Notices: All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Agreement. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice(s) shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Room 203
P.O. Box 779
Galveston, Texas 77553

Braun Intertec
Kevin Williams
Operations Manager
2522 Texas Avenue
Texas City, Texas 77590

With Copy To:
Braun Intertec Corporation
Attn: Law Department
11001 Hampshire Ave S.
Minneapolis, MN 55438

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

BRAUN INTERTEC CORPORATION

BY: _____
NAME: Brian Maxwell
TITLE: City Manager
DATE: _____

BY: 
NAME: Bryan Landers
TITLE: Business Unit Leader
DATE: July 8, 2020

ATTEST:

By: _____
Janelle Williams,
City Secretary

APPROVED AS TO FORM:

City Attorney's Office

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

BEFORE ME, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for and as the act and deed of "Braun Intertec Intertec Corporation as the _____ (title of signing agent) thereof, and for the purposes and consideration therein expressed and in the capacity thereon stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9th day of, July, 2020.



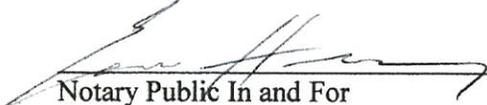

Notary Public In and For
The State of Texas

EXHIBIT A



Braun Intertec Corporation
10819 W. Fairmont Pkwy
La Porte, TX 77571

Phone: 409.948.8494
Web: braunintertec.com

June 11, 2020

Proposal: QTB122052

Richard Baxter
City of Galveston
823 Rosenberg Street
Galveston, Texas 77550
Office Phone: (409) 797-3660
Email: rbaxter@galvestontx.gov

Re: 73rd Street Reconstruction
Galveston, Texas 77550

Braun Intertec Corporation is pleased to submit this cost estimate to provide construction materials testing services for soils, concrete and asphalt testing at the referenced site. We understand that we have been selected for this project based on our qualifications.

Our Understanding of Project

We understand that this project will include:

- A. Soils testing and classification for fill materials, proctors, and compaction testing.
- B. Concrete testing services.
- C. Asphalt testing services.

Available Information

- Plans and specifications provided by Galveston County, Texas.

Overview of Procedures and Staff Qualifications

Communications

Our technicians will communicate the results of their tests to the Project Manager at the end of each day. It is important for our technicians/PM to develop a working relationship with the project team. We will be in contact with the team periodically to review the work being performed and to request clarifications and direction on any item that may require it.

Laboratory Testing Personnel

We will commit that each laboratory technician assigned to this project will be properly trained to conduct the required testing, so that the test results can be determined on site and evaluated once the required laboratory testing is completed.

Scope of Services

Soil Related Services

- Perform laboratory Proctor tests to determine the maximum standard or modified proctor dry densities and optimum moisture contents of prospective backfill and fill materials
- Test in-place materials for adherence to site specifications

Concrete Related Services

- Perform testing on fresh concrete in the field to establish acceptance criteria
- Perform laboratory compressive strength testing of the concrete samples

Asphalt Related Services

- Perform thickness verifications as required by project specifications
- Perform rolling patterns at the beginning of the project and as needed
- Observe the placement and compaction of the HMA
- Perform density test per project specifications to verify compaction average is between 92 and 97 percent
- Record and document temperature reading per the project specifications ensuring maximum temperatures are not exceeded and that rolling operations are performed at acceptable temperature ranges

The qualified technicians will perform the specified laboratory testing services on a call out basis as scheduled by the client.

Cost

The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project.

Our work may extend over multiple invoicing periods. As such, for work that is performed during each invoicing period, we will submit partial progress invoices.

Overtime rate of 1.5 times the regular hourly rate will be charged for hours worked greater than 8 hours per day, or greater than 40 hours per week. All laboratory and field services performed on Saturday or Sunday will be billed at 1.5 times the regular hourly rate. All services performed on holidays will be billed at 2.0 times the regular rate.

It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed herein, we will provide them at the rates shown in the below table or, if not shown, at our current Schedule of Charges.

Description of Service	Unit	Quantity	Rate	Cost
Soils Observation & Testing				
Senior Engineering Technician (4 Hr. minimum)	Hour	120	\$52.00	\$6,240.00
Nuclear Density Gauge, per day	Day	30	\$60.00	\$1,800.00
Standard Proctor Test (ASTM D698)	Each	4	\$155.00	\$620.00
Atterberg Limits: LL and PL (ASTM D4318), per sample	Each	3	\$65.00	\$195.00
Sieve analysis with 200 Wash (ASTM D1140), per sample	Each	3	\$55.00	\$165.00
Compressive Strength of Cement Sand, per sample	Each	20	\$60.00	\$1,200.00
Sample Pick Up	Each	3	\$100.00	\$300.00
CMT Trip Charge	Day	30	\$70.00	\$2,100.00
Concrete Testing				\$12,620.00
Senior Engineering Technician (4 Hr. minimum)	Hour	50	\$52.00	\$2,600.00
Concrete Cylinder Pick Up	Each	4	\$100.00	\$400.00
CMT Trip Charge (as needed)	Day	10	\$70.00	\$700.00
Concrete Cylinders 4x8 (ASTM C39)	Each	50	\$20.00	\$1,000.00
Bituminous Testing				\$4,700.00
Senior Engineering Technician (4 Hr. minimum)	Hour	180	\$52.00	\$9,360.00
Coring 2 man Crew (4 Hr. minimum)	Hour	20	\$200.00	\$4,000.00
Nuclear Density Gauge, per day	Day	58	\$60.00	\$3,480.00
Core Density, per test	Each	15	\$45.00	\$675.00
Core Thickness, per test	Each	84	\$22.00	\$1,848.00
CMT Trip Charge	Day	30	\$70.00	\$2,100.00
Project Management				\$21,463.00
Project Assistant	Hour	20	\$60.00	\$1,200.00
Project Manager	Hour	20	\$120.00	\$2,400.00
Total Cost Estimate				\$3,600.00
Project Total				\$42,383.00

NOTES:

1. Additional tests or services performed not listed in this fee schedule will be quoted upon request.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components. We appreciate the opportunity to present this proposal to you. If you find this proposal acceptable, *please sign and return a copy to us in its entirety.*

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days, and that others will not delay us beyond our proposed schedule. We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please call Kevin Williams at 409-948-8494 or email at kwilliams@braunintertec.com.

Sincerely,
BRAUN INTERTEC CORPORATION


Kevin Williams
Operations Manager


William Bass III
Project Manager

Attachments:
General Conditions

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)



City of Galveston

Water and Wastewater Asset Management Program

July 13th, 2020

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Daniel Christodoss, P.E., City Engineer

RE: Please select **RJN Group (RJN)** for the Professional Engineering Services for the Water and Wastewater Asset Management Program. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney after the engineering fee is negotiated and the scope is finalized with the selected firm.

I. Background

- A. Asset Management is a comprehensive system for managing current and future resources with the purpose of maintain, planning and complying with regulatory agencies, etc. while controlling costs and risks.
- B. It includes conducting inventories, condition assessments, maintenance tasks and frequencies, financial planning, among others.

II. Current Situation

- A. The City's does not have an integrated and well-defined Asset Management Program.
- B. Not being able to track and provide proper maintenance causes unplanned repairs, which are typically more expensive.
- C. Many of the tasks are being done under emergency circumstances due to failures.
- D. It becomes difficult to budget future projects.
- E. Once the scope is approved by the City, RJN will be asked to provide a final technical scope and cost proposal.
- F. After review of the final scope and cost proposal by the City, and subsequent negotiations, the professional services contract will be developed and submitted for City Council Approval.





City of Galveston

Water and Wastewater Asset Management Program

III. **Impact or ramifications:**

If not awarded:

- A. The City will continue without an integrated Water and Wastewater Asset Management program.
- B. The City will continue doing emergency repair work that may have been avoided by identifying critical activities.
- C. The City may continue assigning funds to projects that are not critical at the moment.

IV. **Alternatives in order of priority**

- A. Approve the Professional Services develop the Water and Wastewater Asset Management Program by RJN.
- B. Do not approve the request and continue operating and planning without the necessary information to control costs and system failures.

V. **Recommendation**

- C. Approve the Professional Services to develop the Water and Wastewater Asset Management Program by RJN.

VI. **Fiscal Impact Report**

Requested by: Daniel Christodoss, P.E., PhD
City Engineer

Funding Sources: Waterworks CO 2017 Bonds Fund 40117
Waterworks CO 2019 Bonds Fund 40119
Waterworks Improvement Fund 40102
Water System Improvements/Valves W1618
Sewer CO 2019 Bonds Fund 42119
Sewer CO 2017 Bonds Fund 42117
Sewer Revenue Bonds, Series 2008 Fund 42115
Sewer Improvement Fund 42102

Costs of implementation: Estimated at \$500,000 to \$650,000





City of Galveston

Water and Wastewater Asset Management Program

Respectfully Submitted,

Daniel Christodoss, P.E., PhD
City Engineer





July 13, 2020

Dilcia Jimenez-Vazquez, PE, MEM
Assistant City Engineer
City of Galveston
823 Rosenberg
Galveston, Texas 77550

Subject: Water and Wastewater Asset Management Program – City of Galveston

Dear Ms. Jimenez-Vazquez:

RJN Group (“RJN”) is an engineering and field services firm, providing specialized water and wastewater related services for municipalities. RJN’s extensive experience in developing asset management programs with similar-sized municipalities in Texas, as well as our qualified team will benefit the City of Galveston through our ability to deliver a quality program and maintain Galveston’s standard of excellence in delivering services to the residents and customers of Galveston. The following information provides a background on RJN and highlights the strength of RJN, our proven experience, the type of services RJN provides to their clients, and an attached scope of work for the proposed project. The RJN team will deliver quality results in a timely manner to the City of Galveston for asset management program development.

Background

RJN was established in 1975 and is a professional engineering and specialty field services firm focused on providing cost-effective and innovative underground infrastructure engineering solutions. Our engineering services, always driven by client goals, deliver economical and sustainable results, ultimately improving the integrity, service life, and performance of collection, distribution, and conveyance systems.

RJN has approximately 190 employees nationwide in 23 offices, where 8 of these offices are located in Texas and two in Houston. This project will be managed out of our Houston offices and given our commitment to execute this project and every task professionally, efficiently, accurately, and safely.

As a municipal infrastructure specialist, RJN proudly highlights the follow accomplishments:

- 45 years of delivering infrastructure solutions
- 960 flow monitoring and hydraulic monitoring projects
- >275,000,000 LF of sanitary sewer condition inspections and capacity assessments
- 9,200,000 LF of pipeline rehabilitation and design
- 305 projects involving trenchless construction

RJN Services Overview

RJN core engineering practices center on municipal collection, conveyance, and distribution systems. As a vertically integrated firm, our engineering expertise applies to all project phases from planning and inspection to design finishing with construction phase engineering, including:

- Asset management and planning solutions
- Capacity analysis and hydraulic modeling
- Flow and rainfall monitoring
- Regulatory and funding assistance
- Collection system rehabilitation and replacement design
- Lift station assessments and design
- Infiltration and inflow (I/I) analysis/reduction
- Condition field investigation and assessment
- GIS mapping and data integration
- Pipeline assessment and studies
- Water loss mitigation
- Stormwater management
- Public information and communication programs

Our comprehensive knowledge base with inspection, analysis, and design strategies ensures that best practices will be implemented, resulting in cost-effective and sustainable solutions. RJN engineers understand the proper application of a wide array of inspection and construction techniques, which ultimately optimizes available budgets while minimizing costs, risks, and community impacts.

Scope of Services

The attached is RJN's proposed scope of services. The scope of work will be managed out of our Houston office and supported by our other offices and teaming partner, CP&Y. Our Houston offices are conveniently located to provide both project management and field services.

We are looking forward to the opportunity to work with the City of Galveston on this important project. It is our pleasure to submit this scope of work to you. Please feel free to contact Jason Maldonado at 832.272.7309 if you would like to discuss this proposal or have any questions.

Sincerely,



Jason Maldonado, CFM
Client Manager

**EXHIBIT A
SCOPE OF WORK**

**City of Galveston
Water and Wastewater Asset Management Program**

PROJECT OVERVIEW:

The City of Galveston, Texas (CITY) desires to develop a water and wastewater asset management program. RJN Group, Inc. (RJN) will aid the CITY in the development and train City staff on executing the program as it is the intention for the program to be maintained internally by City staff. This program will focus on the water distribution system (valves, mains, hydrants, meters), wastewater collection system (gravity mains, force mains, manholes, mainline cleanouts), and wastewater lift stations. The project will include workshops with the CITY at critical milestones. These workshops may be in person or through virtual platforms, as requested by the CITY.

The services to be provided include the following:

SCOPE OF SERVICES:

1. Project Administration
 - a. Meet with City staff to discuss the progress of the various tasks throughout the project. Meetings will be held monthly and/or at periodically at significant project milestones with written documentation of each meeting provided.
 - b. Prepare a schedule of work activities and maintain throughout the project with monthly milestone status reports and projections provided to the CITY.
 - c. Tailor RJN's standard operating procedures to accommodate project requirements and establish internal project controls to ensure schedule, budget, and quality control procedures are being maintained with monthly reports provided to the CITY.
 - d. Perform administration and coordination of sub-consultants including, but not limited to ensuring CITY'S contracting rules for procurement and services are met, contract finalization, performance coordination, quality control, and payment request verification.
2. Software Evaluation:
 - a. An important step of a successful asset management program is ensuring that the program works in congress with other aspects of the CITY'S daily operations. RJN realizes this and will work with the CITY to develop a process to ensure full integration.
 - b. Software can be a powerful tool when applied correctly. RJN will work with the CITY to identify the needs of the City and develop a matrix to base the selection of software packages to be utilized as a part of the Asset Management Program. RJN will assist the CITY in the evaluation of up to four (4) software packages to determine the most suitable to the CITY'S needs. This evaluation will be done through a series of workshops. The following are the identified workshops:

- Selection Matrix Development
 - Software Selection Evaluation and Matrix Discussion
 - Final Selection
3. GIS Development/As-Built Research
- a. GIS can house both spatial information along with tabular attribute information specific to each asset. With the GIS serving as the basis for the asset inventory, GIS data must be as accurate as possible. It will be necessary to conduct as-built research to populate any potential data gaps that may be discovered in the GIS. Items such as age, construction material, rehabilitation status, and connectivity can all be determined through as-built research. Accurate as-built data will lead to a more robust asset inventory and a more realistic desktop risk analysis.
 - b. Facility review: RJN’s subconsultant will review and analyze existing available documentation to assess all designated lift station assets. Data review is expected to include as-built drawings for each facility, operation and maintenance manuals, project manuals, studies and reports, work orders and service request details, and previous draw-down test results.
4. Asset Inventory Development
- a. An Asset Inventory is a listing of all assets to be included within an Asset Management Program. Developing this inventory is key to an Asset Management Program. Asset Inventories will be developed for the Water Distribution System, Wastewater Collection System, and Lift Stations. A workshop will be held with the CITY to develop a template for the various asset inventories and data pertinent to each asset type to be included in the Asset Management Program. The following asset types are anticipated for the distribution and collection systems:
 - Water Valves
 - Water Mains
 - Fire Hydrants
 - Water Meters
 - Wastewater Structures
 - Mainline Wastewater Cleanouts
 - Wastewater Gravity Mains
 - Force Mains
 - b. Lift stations will be the only facilities incorporated into the Asset Management Program. The subconsultant develop an asset hierarchy to serve as the foundation of a logical organization of assets. The hierarchy will follow the Location System Position Asset (LSPA) format. Guidelines for adding and removing assets, and scheduled review of the hierarchy will be included.
5. Collection/Distribution Condition Assessment
- a. Condition Assessment is a crucial component of an Asset Management Program. The objective of Condition Assessment activities is to collect accurate inspection data and

incorporate this data to better evaluate, prioritize assets, and assist in determining the likelihood of failure.

- b. Condition Assessment activities will be performed for the Water Distribution System and Wastewater Collection System. Applicable previously collected inspection data, such as valve assessment and/or leak detection, manhole inspections, CCTV data, etc., will be provided by the CITY to be included in the Condition Assessment. Taking advantage of existing condition assessment data can enhance the level of the analysis.
- c. Field reconnaissance will be performed in areas where there is questionable or missing data. This includes inaccurate spatial data or within the attribute information. Reconnaissance will be conducted to update the Asset Inventory and quickly capture key data points. Assets will be mapped with GPS to sub-meter accuracy, along with the collection of any pertinent data, such as size, material, depth, and/or any critical items. Collected data will be reflected within the GIS. Should it be determined that more detailed condition assessment data be necessary one of the following condition assessment activities may be utilized as directed by the CITY:
 - i. Manhole Inspection – Utilizing industry-standard safety procedures and appropriate traffic control, all subsurface manhole components will be inspected for any selected manholes. Manholes may be scanned utilizing 3D Optical Manhole Scanner technology or by pole-camera. Inspections will be conducted according to NASSCO MACP Level 2 standards.

The Engineer shall notify the CITY of manholes that are inaccessible, not found, buried, or believed to be non-existent. The Engineer’s field crew will make a reasonable effort to locate manholes as shown on the provided GIS. The effort will include up to 10 minutes of onsite investigation including a metal detector, probe, and shovel. Manholes found to be buried less than 6 inches below grade in non-paved unobstructed areas shall be uncovered and inspected. If the manhole cannot be located within 10 minutes of arriving on-site, buried in a paved area, or greater than 6 inches below grade in a non-paved area, the Engineer will be compensated at the cost of full manhole inspection.

- ii. CCTV Inspection – Any selected sanitary sewer lines will be cleaned and televised by a sub-contractor. CCTV inspections will be performed using high-quality color equipment and coded according to NASSCO PACP standards. Data will be provided in digital format.

During cleaning operations, all sludge, debris, etc. shall be removed from the sewer and disposed of at a location provided by the CITY. The CITY shall provide water for the cleaning operation at no charge to the Engineer.

If light cleaning proves inadequate or tap removal/root cutting is necessary, heavy cleaning shall be recommended to the CITY. Lines approved for heavy cleaning shall be cleaned with mechanical cleaning equipment.

CCTV footage and data will be reviewed and analyzed by the Engineer. Review of the data consists of ensuring segment naming is accurate, NASSCO PACP standards are met, codes are applied accurately, and all sewer lines identified for TV inspection are either inspected or justification of why it was not inspected is provided.

- iii. Broadband Electromagnetic (BEM) Survey may be utilized to assess the condition of force

mains. This will entail record drawing research to establish valve vault location, pipe diameter, pipe material, and pipe wall thickness. BEM survey will need to be conducted on exposed force main and selection of test locations will be closely scrutinized.

For each BEM Survey site, a total of one section of up to five feet of exposed and accessible pipeline in the valve vault will be. The survey will specifically consist of a visual inspection of the pipe exterior surface for signs of graphitization and/or pit corrosion. Digital photographs of the pipe surface will be taken. Using a Hand-Scanning-Kit (HSK) RJN technicians will map the exterior surface and carry out the BEM survey on a 2-inch square grid.

6. Lift Stations Condition Assessment

- a. Existing data review will consist of the gathering and review of available documentation to assess all designated facility assets. Data review is expected to include as-built drawings for each facility, operation and maintenance manuals, project manuals, studies, work orders and service request details, and previous draw-down test results.
- b. Develop On-Site Asset Inventory and Assessment Protocols
 - i. Develop an Asset Inventory and Operation Reliability application and database to record inventory and assessment findings of identified components and facilitate data entry into the asset database.
 - ii. Develop standard operating procedures for on-site inventory and assessment.
- c. On-Site Asset Inventory and Assessment
 - i. Mobilize technical personnel for an on-site asset inventory and assessment. Each facility will be evaluated by a three (3) person team consisting of a civil/process mechanical engineer, a structural engineer, and an electrical and I&C engineer. Each team member will be a professional engineer registered in the State of Texas. It is assumed that the Owner will assign an operator and maintenance resource for these site visits to provide access as well as answer questions and operate equipment.
 - ii. The subconsultant will record at least two (2) images of each asset, including the asset identification plate (if visible and accessible).
 - iii. The subconsultant will record visual observations of the condition of each asset using the Asset Inventory and Operation Reliability application and database
 - iv. Perform functionality test to evaluate equipment for overall treatment system operations reliability.
 - v. With the assistance of an operator, perform a functionality test to observe and evaluate equipment in operation.
 - Evaluation of mechanical components will include visual observations of coating condition, corrosion, presence of leaks, vibration readings (where applicable), and noise.
 - Evaluation of structural elements will be based on visual survey of the structural

condition to determine short and long-term reliability and failure probability of the infrastructure. This will be approximate and based on a visual evaluation only. It will not include material sampling and testing, non-destructive testing, detailed distress mapping and analysis, or remaining useful service life.

- Evaluation of electrical elements will include visual observation of primary electrical components and may include electrical power amperage and voltage verification. All testing will be performed in accordance with MTS-2000 Standard Testing for Electrical Power Systems. Evaluation of electrical elements will not include Electrical Short Circuit and Arc Flash Hazard Analysis.
- vi. Operational Performance Test to Validate Long Term Reliability. Drawdown tests will be performed during a separate site visit at each lift station to determine operational performance. As appropriate to each asset, the test will also include operational performance is within original equipment original manufacturer design points. Equipment to be tested will be based on the Owner's preferences on the age of equipment or equipment size/capacity.
7. Risk Analysis Development
- a. An effective Asset Management Program should include a Risk Analysis, which ultimately allows the most critical assets within a system to be identified. A Risk Analysis will be performed on assets within the Water Distribution System and Wastewater Collection System, including lift stations. A separate Risk Analysis will be created and run for each asset type but will consist of the same two components, a Consequence of Failure and Likelihood of Failure.
- b. Consequence of Failure (COF): COF predicts the severity or cost if an asset were to fail. This can be based upon the asset's associated properties or spatial interactions. Multiple factors can be included in the COF, which are eventually combined through customized weighting or taking the peak to result in an overall Consequence of Failure score for each asset. Examples to incorporate in a Consequence of Failure analysis include, but are not limited to:
- Proximity to Streets, Railroads, Facilities, Creeks, etc.
 - Depth of Manhole/Diameter of Pipe/Valve Size
 - Water Consumption
 - Number of Isolation Valves/Size of Isolation Area
 - Pipe Redundancy
- c. Likelihood of Failure (LOF): LOF predicts the probability that an asset could fail based upon associated properties, spatial interactions, or inspection data. Multiple factors can be included in the LOF and then combined through customized weighting or taking the peak to result in an overall LOF score for each asset. Examples to incorporate in a Likelihood of Failure analysis include, but are not limited to:
- NASSCO PACP/MACP Scores
 - Inflow and Infiltration Rates
 - Repair History
 - Break History

- Asset Condition
 - Material
 - Age
- d. Following the creation of the Consequence of Failure and Likelihood of Failure, a Risk Analysis will be created for each asset to calculate an overall Risk Score. RJN will assist the CITY in the creation of the Risk Analysis to determine what is most suitable for the CITY'S needs. This will be done through a series of workshops. The following workshops are anticipated:
- Consequence of Failure & Likelihood of Failure
 - Risk Scenario Evaluation #1
 - Risk Scenario Evaluation #2
 - Risk Scenario Evaluation #3
 - Risk Selection
- e. Following the completion of the Risk Analysis RJN will incorporate scores for all COF, LOF, and Risk into the Asset Inventory for future reference by the CITY.
8. Action Plan development
- a. An Asset Management Program is about a utility being able to maintain a desired level of service to its customers. This is done through preventative maintenance, condition assessment, capital improvements, and/or the renewal or replacement of assets.
- b. RJN will work with the CITY through workshops to set cleaning cycles, asset inspection cycles, thresholds for asset renewal vs replacement, and a Capital Improvement Plan (CIP). Anticipated workshops include:
- Action Plan Development
 - Preventative Maintenance
 - Condition Assessment Schedule
 - Capital Improvement Plan
 - Replacement Cycles
- c. Funding Assistance: Developing Funding Strategies will be part of the Asset Management Program. A workshop will be held specifically devoted to reviewing the CITY's budget and setting spending goals for maintenance, renewal, and replacement of assets. RJN will work with the CITY to explore different funding mechanisms available. RJN will develop a matrix to be included in the SOP for future reference. Completing and submitting funding applications is not included in this scope of work.
- d. RJN will provide the CITY with a plan that incorporates preventative maintenance schedules, asset condition assessment schedules, as well as recommendations for asset renewal/replacement.
9. Training
- a. It is anticipated that the CITY is will continue to run the Asset Management Program internally upon completion of this project. RJN will provide training manuals and a series of workshops

for knowledge transfer to the City Staff. A number of these workshops will be specifically devoted to training City Staff on the processes and procedures that will be implemented upon completion of the project.

- b. Staff Interviews: Interviews will be conducted at various times with City Staff. Staff Interviews are an efficient way to transfer knowledge about the system(s). Interviews will need to be held with Engineering Staff, Operations Staff, Maintenance Staff, Facility Staff, in addition to any other staff that may have pertinent information to show how the CITY operates, maintains, and improves the Water Distribution System, Wastewater Collection System, and Facilities. Items to determine via interview may include system performance, trouble spots, mapping issues, and troublesome equipment.
- c. Training Deliverables: Training new staff will be essential for the Asset Management Program to continue to grow and evolve.
 - Upon the conclusion of this project, RJN will provide the CITY with three training manuals. One each for the Water Distribution System, Wastewater Collection System, and Lift Stations. These manuals will allow the CITY to train new or additional staff on the Asset Management Program.
 - RJN will work with the CITY to develop an Asset Management Program Standard Operating Procedure (SOP). The SOP will provide an overview of the implemented Asset Management Program as well as outline the mechanisms to conduct future revisions of the program.

10. Anticipated Workshop Summary

- a. Workshops will be held at major project milestones. They may be individually or in conjunction with monthly progress meetings or other workshops. The following is a list of anticipated workshops as noted in the previous scope items:
 - Project Kickoff
 - Selection Matrix Development
 - Software Selection Evaluation and Matrix Discussion
 - Final Selection
 - Asset Inventory Development
 - On-Site Asset Condition Evaluations
 - Staff Interviews
 - Consequence of Failure & Likelihood of Failure
 - Software Training Workshop #1
 - Risk Scenario Evaluation #1
 - Risk Scenario Evaluation #2
 - Risk Scenario Evaluation #3
 - Risk Selection
 - Software Training Workshop #2
 - Action Plan Development
 - Preventative Maintenance
 - Condition Assessment Schedule
 - Capital Improvement Plan

- Replacement Cycles
- Budgetary Review
- Draft Deliverable Presentation
- Program Implementation
- Final Deliverable Presentation

11. Report and Deliverables

- a. RJN will prepare a summary report of the findings and decisions from the Asset Management Program. Submittals will be made electronically for review.
- b. Upon acceptance from the City, 2 hard copies in addition to the electronic submittal. In addition to the report, the final submittal will include:
 - Updated GIS Dataset
 - Software Project Data
 - Condition Assessment Reports
 - Training Material and SOP



City of Galveston

Revision of Current Construction Standard Specifications

July 13th, 2020

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Daniel Christodoss, P.E., City Engineer

RE: Please select **Zarinkelk Engineering Services, Inc. (ZESI)** for the Professional Engineering Services for the review and revision of our current Construction Standard Specifications. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney after the engineering fee is negotiated and the scope is finalized with the selected firm.

I. Background

- A. The City's current Standard Specifications was written and compiled in 2010.
- B. Specifications, in general, need to be revised periodically to include new methods, materials, tests and technologies.
- C. In the City's current Construction Specifications certain subjects were omitted.

II. Current Situation

- A. City's Construction Specifications have not been revised in the last 10 years.
- B. Current Specifications do not include certain information necessary to assist in the design of new project and control of costs during design and construction.
- C. Construction Specifications need to be revised to include new elements necessary for future projects.
- D. Once the scope is approved by the City, ZESI will be asked to provide a final technical scope and cost proposal.
- E. After review of the final scope and cost proposal by the City, and subsequent negotiations, the professional services contract will be developed and submitted for City Council Approval.





City of Galveston

Revision of Current Construction Standard Specifications

III. Impact or ramifications:

If not awarded:

- A. The City will continue to use our current standards, which have not been revised to be up to date with existing standards and industry protocols.
- B. Continuing to use old specifications permit use of products, methods and/or tests that may not be the best option and could result in higher costs, lower quality and/or extensive maintenance.

IV. Alternatives in order of priority

- A. Approve the Professional Services to revise the current Construction Specifications by Zarinkelk Engineering Services, Inc. (ZESI).
- B. Do not approve the request and continue to use our current Construction Specifications risking quality and/or cost.

V. Recommendation

- C. Approve the Professional Services to revise the current Construction Specifications by Zarinkelk Engineering Services, Inc. (ZESI).

VI. Fiscal Impact Report

Requested by: Daniel Christodoss, P.E., PhD
City Engineer

Funding Sources: Infrastructure and Debt Services Fund 3199

Costs of implementation: Not Applicable at this time since the objective is to select a consultant to subsequently provide a scope and fee which will be negotiated at later time.

Respectfully Submitted,

Daniel Christodoss, P.E., PhD
City Engineer





617 Caroline St.
Houston, Texas 77002
Phone 832-242-2426
Fax 832-242-2445
www.zarinkelk.com

July 10, 2020

Ms. Dilcia Jiménez-Vázquez, P.E. (PR), MEM
Assistant City Engineer
823 Rosenberg, Suite 402
Galveston, Texas 77550

Subject: Review and Revisions to the City of Galveston Standard Specification

Dear Ms. Jiménez-Vázquez:

Zarinkelk Engineering Services, Inc. (ZESI) welcomes this opportunity to present our scope of services for review and revision of the City of Galveston's standard specifications. Following is our understanding of the issues surrounding the City's specifications and contract conditions and our proposed approach to review and revisions.

The City has 196 standard specifications, 59 paragraphs that constitute the general conditions and 26 paragraphs that are the special conditions (collectively referred to as specifications). The specifications have not been reviewed and revised for some time. City personnel have noticed certain deficiencies with the specifications that cause problems and issues during contract negotiations and during construction. ZESI proposes to review each one of the specifications for relevance to the coastal environment and to ensure that they have kept up with advancements noted in other locations.

Coastal Experience

One of ZESI's staff members worked in the coastal City of Corpus Christi during the time that city was undergoing a similar review and revision of their specifications. This experience will be brought to bear on this project. Some of the things noted in the Corpus Christi standard specifications that do not appear to be in the City of Galveston standard specifications as standalone include:

- Railroad and Marine (railroad tracks, marine timber, timber piling)
- Masonry (floor tiles, brick pavers, concrete masonry)

- Wood and Plastic (shelter construction, fiberglass weir plate)
- Thermal and Moisture Protection (asbestos removal, carpentry, cedar shingle roofing, asphalt roof, concrete tile roof)
- Finishes (exposed aggregate finish, painting)
- Equipment (fiberglass reinforced plastic wet well, wet well ventilation system, chlorination system)
- Special Construction (ground storage tank for water)
- Flow Meters (ultrasonic Doppler flow meter and recorder)

Relevance to Current Methods

Specifications become outdated when they do not keep up with current construction techniques and project management strategies. One of the best ways to ensure your specifications are up to date is to compare them to specifications of surrounding jurisdictions who have dealt with similar issues and have developed current or innovative techniques to deal with these issues. ZESI's current staff has experience doing this exact thing as demonstrated with the following projects:

- *Texas High Speed Rail* – ZESI was part of the High Speed Rail Design Team doing initial planning efforts for the Texas Central. The specifications for the project were developed by an out-of-town firm. The prime consultant needed someone with local knowledge of all the agencies in the region. ZESI was uniquely qualified as the team member who has worked with all of the local agencies and municipalities. ZESI's responsibility was to review and revise the specifications for the project to ensure that they reflected the needs of the local agencies.
- *METROSolutin* – METROSolutin was the name of the initial light rail project constructed in the Houston area. ZESI was part of the design-build team. The specifications brought by the prime consultant addressed the technical requirements for the light rail train and track system. However, the project was located within the City of Houston right-of-way. City requirements were not addressed in the specifications. ZESI was tasked with merging the light rail specifications and the City of Houston specifications into a single document.
- *Greater Houston Wastewater Program* – ZESI staff gained valuable experience while working in the Program office along side City staff managing design consultants and contractors and implementing the City specifications on behalf of the City. One of the skills we developed at the Program was efficiency. With a looming EPA deadline, negotiations had to be completed quickly. We became adept at negotiating a fair price to the contractors while providing a reasonable expense to the City. Both sides were willing to compromise for the efficiency of the negotiations. We served on the Standard Products Committee where we identified first hand inconsistencies between the

specifications and construction details. We also served on the Technical Review Committees where we guided consultants in preparation of presentations that would be made to City personnel from all departments involved with the project.

- Other Program Experience – ZESI and ZESI staff have a long history of working in Program Management positions where we felt the same frustrations the city and agency staff experienced. The programs include the Houston Airport Program Management (ongoing); the City of Houston's Storm Water Management Program (SWMP); Grand Parkway Segment E; the City of Houston's Street & Bridge, Overlay and Sidewalk Programs; Harris County's Project Brays Flood Mitigation Program; and the San Jacinto River Authority Surface Water Treatment Plant. With some of these programs ZESI had greater involvement and some with lesser involvement. All were done from the client's point of view.

Few firms, large or small, can claim the kind and extent of experience that ZESI and its current staff have in specification review and revision.

Noted Deficiencies

Following are a few examples of deficiencies in the City's specifications and details that will be corrected through this project.

- Mobilization and Traffic Control – During the bidding process for the 18th Street Drainage Project it was noted that the bidder had front end loaded his bid. Front end loading occurs when a contractor estimates his fair price for a project and then reduces the cost of items that occur later in the project and adds those same costs to items at the beginning of the project. In the 18th Street bid, mobilization and traffic control were noted as exceptionally high. The City's current specifications do not preclude that.

We have worked with a few City of Houston projects that addressed this same issue in a couple of different ways. In one way, the specification is written and the bid sheet is fashioned so that mobilization is specified as a percentage of the overall construction value. The larger the construction cost, the smaller the percentage. The percentage can also be adjusted upwards based on the complexity of the project and the amount of equipment needed at the beginning of the project. The idea is to be fair to the contractor but not to allow the contractor to take advantage of the situation.

Another way the City of Houston deals with this problem for small on-call contracts is to simply specify a dollar amount based on the size of the contract. Footnotes are added to the bid sheet to instruct the contractor that these are fixed and cannot be changed.

- Pipe Trench Detail – Again during the bidding process for the 18th Street Drainage Project it was determined that the City's standard detail for pipe trenches was driving up the cost of construction. The City's detail requires an expensive material to be placed above the pipe beneath the paving. The City of Houston's details 02317-05

(Dry Stable Trench) and 02317-06 (Wet Stable Trench) allow for a less expensive construction material in this trench zone. They were considered acceptable by the City of Galveston staff and were added to the contract by addendum.

These are two deficient items for this project that ZESI has experience addressing, one from the specifications and one from standard details. There are other items that we know about from conversations with City staff including missing specifications or specifications it would be beneficial to include. All of these items will be addressed with this project. In addition, as we review each specification, we undoubtedly will identify other discrepancies or deficiencies that should be corrected. These will be brought to the attention of the City for direction on how to proceed.

Project Approach

Specification Review

This project will review all 196 of the City's standard specifications. They will be reviewed and compared to comparable specifications from other municipalities and agencies for which ZESI is familiar. Each will be categorized as sufficient, could be changed or should be changed. ZESI will meet with City staff to discuss our recommendations and to make plans for further action.

The review will be prioritized. Specifications viewed as problem areas by staff will be placed at the top of the list for review. Specifications that have not raised concern will be placed at the bottom of the list. All specifications will be reviewed. Specifications that have not been identified as insufficient may still need revision as they could cause problems in the future.

Specification Revision

Following review of the specifications, those identified as insufficient or outdated, will go on a list for revision. The revision list will be prioritized. Those identified by staff during the review process will be placed at the top of the list. Those that ZESI identifies and which staff concurs will be placed next on the list. Specifications that have been reviewed by ZESI and found sufficient, with City concurrence, will not be placed on the list for revision. The revision process will proceed along with the review process in order to maximize efficiency. Specifications that have been identified as needing immediate revision during the review process will go straight into the revision process.

The actual revision process will include a variety of techniques as suggested by the following:

- City staff may have suggestions for revisions or additions to the current specifications that will be used in the revision process.
- ZESI senior staff may have suggestions for revisions or additions that will be presented to City staff for discussion and possible inclusion.

- During the review process, the specifications from other municipalities and agencies will be used for comparative purposes. The language in these other specifications may be incorporated into the City's revised specifications.
- Other revisions or brand new specifications may utilize all of the above techniques for the development of revised or new specifications.

In addition to deficiencies and omissions, we will review the standard references (ASTM, etc) to make sure they are still applicable. We will also compare the specification numbering to the latest version of the CSI Master Format that was updated in 2018.

Supplementary Specifications (Development and Amendments)

Review and revision of the standard specifications has the long term goal of bringing the City's specifications up to date with current standards, techniques, practices and advancements in materials. The process does not lend itself to overnight changes to the specifications or to unusual circumstances. On occasion there will be projects that require unique criteria or guidance that are missing in the standard specification and may not have been anticipated when the specifications were reviewed and revised.

The City of Houston developed the technique of using supplemental specifications for these occasions. A supplemental specification is project specific and adds to or modifies the standard specification. It is included in the project manual, is printed on colored paper, proceeds the standard specification that it modifies, is given the same number as the standard specification, and addresses sections in the standard specification that is to be altered for this project. It is signed and dated by the City Engineer.

The use of supplementary specifications can be considered by the City.

General Conditions and Special Conditions

In addition to the 196 standard specifications, the City's general conditions and special conditions will be reviewed. Like the standard specifications, these can become outdated and inconsistent with current construction practices. These will be reviewed and compared with other sources, discussed with City staff, and recommendations will be made.

Standard Details

The review and revision of the City's standard details mirrors the process for review and revision of the standard specifications. The standard details and standard specifications refer back and forth to each other. A needed revision to the standard specifications may suggest a needed revision to one of the standard details or the addition of a standard detail. Likewise, the revision or addition of a standard detail may suggest a needed revision to the standard specification.

Project Staffing

As the company's President, I will lead this effort. I am well suited for this role as the experience cited above in this proposal is either ZESI company experience or my personal experience. I will employ as needed my senior staff to lead specific efforts based on their primary area of expertise. They will use our junior staff for such things as research. Following are the proposed staff:

Jeffrey Shinsato, P.E. – Mr. Shinsato has over 40 years of experience and is currently assigned to the City of Houston's Airport Expansion Program as a Procurement Specialist. His experience includes contract solicitation, award, evaluation and administration.

PK Patel, P.E. – Mr. Patel has over 28 years of experience which has focused on transportation, water resources and construction management.

Hossein Zandi, P.E. – Mr. Zandi has over 26 year of experience which includes geotechnical studies.

Michelle Patton, P.E. – Ms. Patton has over 24 years of experience that includes managing City of Houston, Harris County and City of Corpus Christi projects.

Julio Carcia, AIA, RAS – Mr, Garcia has over 20 years of experience as a registered accessibility specialist.

Summary

We believe we have the right combination of experience and staff to ensure the success of this project and look forward to working with you. Please contact me at 832-242-2426 if you have any questions.

Very truly yours,



Giti Zarinkelk, P.E., F.SAME
President

Cc: Daniel Christodos, P.E., City Engineer

RESOLUTION NO. 20-007

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,

GALVESTON ISLAND PARK BOARD OF TRUSTEES

INDUSTRIAL DEVELOPMENT CORPORATION

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

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

ATTEST:

ATTEST:

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

By: _____
Name: _____
Title: Secretary

APPROVED AS TO FORM:

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**

City of Galveston



P. O. Box 779 / Galveston, Texas 77553-0779

Staff Report

July 23, 2020

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consideration of an Economic Development Agreement between the Industrial Development Corporation, and the Park Board of Trustees 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.

I. Background

- A. The agreement was approved by the Industrial Development Corporation Board on June 9, 2020.
- B. The Public Hearing was held at the July 7th IDC Meeting.

II. Current Situation

- A. The Industrial Development Corporation is requested to consider approval of an Economic Development Agreement between the Industrial Development Corporation and the Galveston Park Board of Trustees 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.
- B. Description of Work
 - a. The project will provide the \$240,000 local match requirement for a grant reward from the GLO CEPRA Grant Program. The project is an engineering and design project. This will design an approximate one-mile of beachfront in the 8-Mile Road area.

III. Recommendation

Approve the Economic Development Agreement between the IDC and the Galveston Park Board of Trustees.

IV. Fiscal Impact Report

Staff

Garrett McLeod

Funding Source

4B IDC Funds – Beach Silo

Cost \$240,000.00

V. Economic Impact

In addition to creating additional recreational opportunities, this project also provides protections in the form of a wider sand beach.

Respectfully Submitted,



Garrett McLeod
Economic Dev. Coordinator

City of Galveston



P. O. Box 779 / Galveston, Texas 77553-0779

Staff Report

July 23, 2020

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consideration of an Economic Development Agreement between the Industrial Development Corporation, and the Park Board of Trustees for an engineering and design project that will support the construction of an offshore breakwater in the Dellanera Beach area.

I. Background

- A. The agreement was approved by the Industrial Development Corporation Board on June 9, 2020.
- B. The Public Hearing was held at the July 7th IDC Meeting.

II. Current Situation

- A. The Industrial Development Corporation is requested to consider approval of an Economic Development Agreement between the Industrial Development Corporation and the Galveston Park Board of Trustees for an engineering and design project that will support the construction of an offshore breakwater in the Dellanera Beach area.
- B. Description of Work
 - a. 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.

III. Recommendation

Approve the Economic Development Agreement between the IDC and the Galveston Park Board of Trustees.

IV. Fiscal Impact Report

Staff	Garrett McLeod
Funding Source	4B IDC Funds – Beach Silo
Cost	\$220,000.00

V. **Economic Impact**

This project would provide a solution to the existing erosion problem near the west end of the Seawall. This is one of the highest eroding areas on the island and is located adjacent to FM 3005.

Respectfully Submitted,



Garrett McLeod
Economic Dev. Coordinator

**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,

GALVESTON ISLAND PARK BOARD OF TRUSTEES

INDUSTRIAL DEVELOPMENT CORPORATION

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

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

ATTEST:

ATTEST:

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

By: _____
Name: _____
Title: Secretary

APPROVED AS TO FORM:

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. 20-005

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 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,

GALVESTON ISLAND PARK BOARD OF TRUSTEES

INDUSTRIAL DEVELOPMENT CORPORATION

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

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

ATTEST:

ATTEST:

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

By: _____
Name: _____
Title: Secretary

APPROVED AS TO FORM:

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

APPROVED AS TO FORM:

By: _____
Name:
Title: Attorney

**EXHIBIT A
GRANT APPLICATION TO IDC**

RESOLUTION NO. 20-004

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

City of Galveston



P. O. Box 779 / Galveston, Texas 77553-0779

Staff Report

July 23, 2020

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consideration of an Economic Development Agreement between the Industrial Development Corporation, and the Park Board of Trustees for a project that will include grading the sandy beach parking area and the elevation of the parking area at Stewart Beach.

I. Background

- A. The agreement was approved by the Industrial Development Corporation Board on June 9, 2020.
- B. The Public Hearing was held at the July 7th IDC Meeting.

II. Current Situation

- A. The Industrial Development Corporation is requested to consider approval of an Economic Development Agreement between the Industrial Development Corporation and the Galveston Park Board of Trustees for a project that will include grading the sandy beach parking area and the elevation of the parking area at Stewart Beach.
- B. Description of Work
 - a. 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.

III. Recommendation

Approve the Economic Development Agreement between the IDC and the Galveston Park Board of Trustees.

IV. Fiscal Impact Report

Staff	Garrett McLeod
Funding Source	4B IDC Funds – Beach Silo
Cost	\$440,240.00

V. Economic Impact

The project will seek to improve the drainage issues that currently exist at Stewart Beach. The end result of the project will further increase the improvement to Galveston’s premiere beach park for visitors to the island.

Respectfully Submitted,



Garrett McLeod
Economic Dev. Coordinator

City of Galveston



P. O. Box 779 / Galveston, Texas 77553-0779

Staff Report

July 23, 2020

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consideration of an Economic Development Agreement between the Industrial Development Corporation, and the Park Board of Trustees for a project that will move approximately 38,900 sq. ft. of vegetated surface area within the seaweed stockpiles at Stewart Beach into the parking area.

I. Background

- A. The agreement was approved by the Industrial Development Corporation Board on June 9, 2020.
- B. The Public Hearing was held at the July 7th IDC Meeting.

II. Current Situation

- A. The Industrial Development Corporation is requested to consider approval of an Economic Development Agreement between the Industrial Development Corporation and the Galveston Park Board of Trustees for a project that will move approximately 38,900 sq. ft. of vegetated surface area within the seaweed stockpiles at Stewart Beach into the parking area.
- B. Description of Work
 - a. The project will include that will move approximately 38,900 sq. ft. of vegetated surface area within the seaweed stockpiles at Stewart Beach 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 12 ft. The project footprint area results in 38,904 sq. ft. of vegetative material being added to the Babe's Beach area.

III. Recommendation

Approve the Economic Development Agreement between the IDC and the Galveston Park Board of Trustees.

City of Galveston



P. O. Box 779 / Galveston, Texas 77553-0779

IV. Fiscal Impact Report

Staff	Garrett McLeod
Funding Source	4B IDC Funds – Beach Silo
Cost	\$190,000.00

V. Economic Impact

The project will seek to improve the drainage issues that currently exist at Stewart Beach. The end result of the project will further increase the improvement to Galveston's premiere beach park for visitors to the island.

Respectfully Submitted,

A handwritten signature in blue ink that reads "Garrett McLeod".

Garrett McLeod
Economic Dev. Coordinator

RESOLUTION NO. 20-003

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**

**GALVESTON ISLAND PARK BOARD
OF TRUSTEES**

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

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

City of Galveston



P. O. Box 779 / Galveston, Texas 77553-0779

Staff Report

July 23, 2020

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consideration of an Economic Development Agreement between the Industrial Development Corporation, and the Park Board of Trustees for a local match for a project that will repair Babe's Beach damaged by Hurricane Harvey.

I. Background

- A. The agreement was approved by the Industrial Development Corporation Board on June 9, 2020.
- B. The Public Hearing was held at the July 7th IDC Meeting.

II. Current Situation

- A. The Industrial Development Corporation is requested to consider approval of an Economic Development Agreement between the Industrial Development Corporation and the Galveston Park Board of Trustees for a 25% local match for a project to repair Babe's Beach damaged by Hurricane Harvey.
- B. Description of Work
 - a. The non-federal match requirement will be used to restore the impacted beach area at Babe's Beach to its pre-disaster condition.

III. Recommendation

Approve the Economic Development Agreement between the IDC and the Galveston Park Board of Trustees.

IV. Fiscal Impact Report

Staff	Garrett McLeod
Funding Source	4B IDC Funds – Beach Silo
Cost	\$75,000.00

V. **Economic Impact**

In addition to creating additional recreational opportunities, this project also provides protections in the form of a wider sand beach providing additional area to help absorb wave impacts and help to keep direct wave impacts farther away from the base and the face of the Seawall.

Respectfully Submitted,



Garrett McLeod
Economic Dev. Coordinator

**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,

GALVESTON ISLAND PARK BOARD OF TRUSTEES

INDUSTRIAL DEVELOPMENT CORPORATION

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

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

ATTEST:

ATTEST:

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

By: _____
Name: _____
Title: Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Name: Arthur L. Pertile, III

By: _____
Name: _____

Title Counsel for the Corporation

Title: Attorney

EXHIBIT A
GRANT APPLICATION TO IDC

**EXHIBIT B
FEMA GRANT AGREEMENT**

RESOLUTION NO. 20-006

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

City of Galveston



P. O. Box 779 / Galveston, Texas 77553-0779

Staff Report

July 23, 2020

Brian Maxwell, City Manager
Honorable Mayor and City Council Members

Subject: Consideration of an Economic Development Agreement between the Industrial Development Corporation, and the Park Board of Trustees for Babe's Beach Beneficial Use of Dredged Material (BUDM) Re-Nourishment along the Gulf of Mexico in years 2021 and 2023.

I. Background

- A. The agreement was approved by the Industrial Development Corporation Board on June 9, 2020.
- B. The Public Hearing was held at the July 7th IDC Meeting.

II. Current Situation

- A. The Industrial Development Corporation is requested to consider approval of an Economic Development Agreement between the Industrial Development Corporation and the Galveston Park Board of Trustees for Babe's Beach Beneficial Use of Dredged Material (BUDM) Re-Nourishment along the Gulf of Mexico.
- B. Description of Work
 - a. The Re-Nourishment Project seeks to take advantage of the Army Corps of Engineers maintenance dredging of the Houston-Galveston Ship Channel, and to place the beach quality material onto the beach west of 61st Street.

III. Recommendation

Approve the Economic Development Agreement between the IDC and the Galveston Park Board of Trustees.

IV. Fiscal Impact Report

Staff	Garrett McLeod
Funding Source	4B IDC Funds – Beach Silo
Cost	\$2,000,000.00

V. **Economic Impact**

In addition to creating additional recreational opportunities, this project also provides protections in the form of a wider sand beach providing additional area to help absorb wave impacts and help to keep direct wave impacts farther away from the base and the face of the Seawall.

Respectfully Submitted,



Garrett McLeod
Economic Dev. Coordinator

**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. 20-002

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

Attachment C: Local Government Approval of Shelter Activities



Emergency Solutions Grants (ESG) Program
Coronavirus Aids, Relief, and Economic Security Act (CARES) Application

**Local Government Approval for Nonprofit Organizations
Conducting ESG Shelter Activities**

Name of ESG Applicant: Galveston County Community Action Council, Inc. (GCCAC)

Brief description of proposed shelter activities: Emergency shelter and transitional/rapid re-housing with client-specific care programs, case management, and collaborative advocacy services for the homeless.

Location of shelter activities: Galveston, Texas

To be completed by the city or county:

I, BRIAN MAXWELL, CITY MANAGER (title), duly authorized to act on behalf of the CITY OF GALVESTON (name of jurisdiction), hereby approve the following emergency shelter activities proposed by the ESG Applicant listed on this form, which are to be located in this jurisdiction.

BRIAN MAXWELL
Name of Local Official Lead Agency Staff (please print or type)

[Signature] 7/1/2020
Signature of Local Official* Date

409-797-3520
Phone of Local Official

BMAXWELL@GALVESTON.TX.GOV.
Email of Local Official

*County judge or mayor, or their official designee (such as city manager, assistant city manager, community development director or human services director). Each local government determines who has the authority to sign this document.



GALVESTON COUNTY EMERGENCY COMMUNICATION DISTRICT

1353 FM 646 West, Suite 101 • Dickinson, TX 77539
(409) 935-3911 • FAX (281) 534-8437



Texas 9-1-1 Alliance Member

June 24, 2020

Mayor Jim Yarbrough
City of Galveston
P O Box 779
Galveston, TX 77553

Dear Mayor Yarbrough,

Please find enclosed the FY 2019 Annual Audit and report for the Galveston County Emergency Communication District. The audit is distributed as required and no action is necessary.

I would like to take this opportunity to thank you for your support and interest in the District. Please note that you are always welcome at our Board Meetings, normally held on the third Tuesday of every odd-numbered month at 4:00 PM at the District Office.

If you have any questions regarding this audit, please feel free to contact me at any time. I look forward to seeing you at a Board Meeting.

Sincerely,

A handwritten signature in black ink, appearing to read "Jack Wilkins".

Jack Wilkins
Executive Director

JW/dh

Enclosure

AFFIDAVIT

STATE OF TEXAS

COUNTY OF GALVESTON

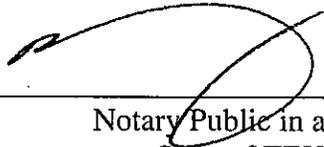
Before me, the undersigned personally appeared and stated:

I, Jack Wilkins, Executive Director of the Galveston County Emergency Communication District, do solemnly swear that the attached report of the operations of the Galveston County Emergency Communication District is a true and correct report of the District for the fiscal year 2019. The accompanying audit report for FY 2019, from Katherine Overbeck Maxwell, PLLC, was reviewed and approved at a meeting of the Board of Managers held on the 24th day of June, 2020.

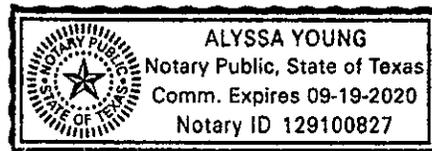


Jack Wilkins
Executive Director

Sworn to and subscribed this 24TH day of JUNE, 2020.



Notary Public in and for the
State of TEXAS



Galveston County Emergency Communication District

Financial Statements

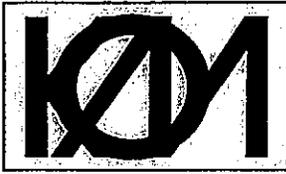
Year Ended December 31, 2019

Galveston County Emergency Communication District

Table of Contents

Financial Section

Independent Auditor's Report	1-2
Management Discussion and Analysis	3-5
Basic Financial Statements:	
Government-Wide Financial Statements:	
Statement of Net Position	6
Statement of Activities	7
Fund Financial Statements:	
Balance Sheet-Governmental Funds	8
Reconciliation of the Governmental Fund Balance Sheet to the Statement of Net Position	9
Statement of Revenues, Expenditures and Changes in Fund Balances-Governmental Funds	10
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balance of Governmental Funds to the Statement of Activities	11
Statement of Revenues, Expenditures and Changes in Fund Balance-Budget and Actual-General Fund	12
Notes to Financial Statements	13-29
Required Supplementary Schedules and Other Information	
Schedule of Changes in Net Pension Liability and Related Ratios	30
Schedule of Employer Contributions	31
Schedules of Changes in Total OPEB Liability and Related Ratios	32
Report on Compliance and on Internal Control over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	33-34



Katherine Overbeck Maxwell, PLLC
Certified Public Accountant

INDEPENDENT AUDITOR'S REPORT

To the Board of Managers
Galveston County Emergency Communication District
Dickinson, Texas

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and the governmental fund information of the Galveston County Emergency Communication District as of and for the year ended December 31, 2019, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and governmental fund information of the Galveston County Emergency Communication District, as of December 31, 2019, and the respective changes in financial position, thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

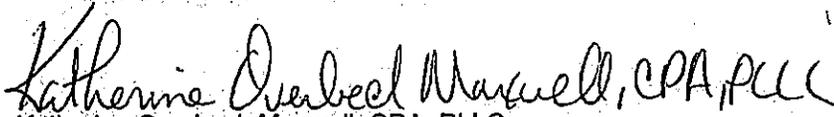
Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information, schedule of changes in net pension liability and related ratios, schedule of employer contributions, and schedule of changes in total OPEB liability and related ratios on pages 3-5, 12 and 30-32 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 12, 2020, on our consideration of the Galveston County Emergency Communication District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Galveston County Emergency Communication District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Galveston County Emergency Communication District's internal control over financial reporting and compliance.



Katherine Overbeck Maxwell, CPA, PLLC

Galveston, Texas

June 18, 2020

**Galveston County Emergency Communication District
Management's Discussion and Analysis
December 31, 2019**

The management of the Galveston County Emergency Communication District, (GCECD) offers readers of the District's financial statements this overview and analysis of the District's financial activities for the fiscal year ended December 31, 2019.

Financial Highlights

During the fiscal year 2019, the District's operating income was \$470,546 more than the operating expenses in the fund Financial Statements, with a fund balance of \$4,272,591. Approximately 36% of this total amount, \$1,538,911, is available for spending at the District's discretion (*unassigned fund balance*).

The assets and deferred outflows of resources of the District exceeded its deferred inflows of resources and liabilities at the close of the most recent fiscal year by \$4,137,199 (*net position*). Of this amount, \$3,609,831 (unrestricted net position) may be used to meet the District's ongoing obligations.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: (1) government-wide financial statements, (2) fund financial statements and (3) notes to the financial statements.

Government-Wide Financial Statements

The government-wide financial statements, which begin on page 6 of this report, are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The Statement of Net Position presents information on all of the District's assets, deferred outflows of resource, liabilities, and deferred inflows of resources with the difference between the four reported as net position. Over time, increases or decreases in net assets may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The Statement of Activities presents information showing how the District's net position changed during the fiscal year. All changes in net position are reported when the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods, (e.g., earned but unused compensated absences).

Fund Financial Statements – Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a district's near-term financing requirements.

Because the focus of governmental funds is narrower than that of government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term

**Galveston County Emergency Communication District
Management's Discussion and Analysis
December 31, 2019**

financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The basic governmental financial statements can be found on pages 8 – 11 of this report.

Notes to the Financial Statements – The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 13 - 28 of this report.

Comparison in Government-Wide Financial Statements

The total assets and deferred outflows for the District was \$5,157,042 at Fiscal Year End of 2019, compared to \$4,876,833 at FYE 2018. This includes capital assets net of accumulated depreciation of \$527,368 and \$930,835 at 2019 and 2018, respectively. For FYE 2019, the total liabilities and deferred inflows of resources was \$1,019,843, resulting to a total net position of \$4,137,199. The total liabilities and deferred inflows of resources for FYE 2018 was \$683,007, resulting to a total net position \$4,193,826.

The category of the District's net position with the largest balance totaling \$3,096,453 (75%) is TexPool Funds Investments.

Deferred outflows of resources relating to pension activities totaled \$353,877. \$213,821 of this amount was due to net differences between projected and actual plan earnings, \$20,020 represent changes in assumptions and \$49,205 is difference between expected and actual experience, while the remaining \$70,831 represent contributions made subsequent to measurement date. Deferred inflows of resources relating to pension activities totaled \$30,051. The total amount is for the difference between expected and actual experience.

Capital Assets

At Fiscal Year End of 2019, the District had \$527,368 net of accumulated depreciation invested in capital assets. This includes office equipment, vehicles, E9-1-1 equipment and equipment used on the Regional Trunked Radio System. \$31,214 in new equipment was purchased during the year and depreciation of \$434,681 was recognized.

Analysis of Significant Budget Variances

The actual excess of revenues over expenditures was \$470,546 compared to budget surplus of \$202,465 resulting in a difference of \$268,081 from the budgeted amount. Revenues were over budget by \$20,345. Expenses excluding capital equipment outlays were under budget by \$278,950. Capital outlays for equipment exceeded the budgeted amount by \$31,214.

**Galveston County Emergency Communication District
Management's Discussion and Analysis
December 31, 2019**

Economic Factors and Next Year's Budget and Rates

The projected revenue for fiscal year 2020 shows an increase of 24.95% compared to the budget for fiscal year 2019. This significant increase is as a result of 31.6% increase in projected revenue from 9-1-1 fees.

Projected expenses for fiscal year 2020 show an increase of 27.15% over the budget for fiscal year 2019. The total expenses were increased by \$462,653. This significant increase is as a result of a projected sinking fund expense of \$500,000 for 9-1-1 equipment.

There are no capital expenditures budgeted for 2020. The budgeted net increase to reserves is \$13,015 for 2020.

The routine duties of the District involve assuring the 9-1-1 network is functional and the Customer Premise Equipment (CPE) is operating properly. The operation of the Regional Trunked Radio System is also a responsibility of the District.

Request for Information

The financial report is designed to provide our citizens, customers, investors and creditors with a general overview of the District's finances and to show the District's accountability for the money it receives. If you have questions about this report or need additional financial information, please contact the Executive Director at 1353 FM 646 Road West, Suite 101 in League City, Texas.

Financial Section

Basic Financial Statements

Government-Wide Financial Statements

Galveston County Emergency Communication District
Statement of Net Position
December 31, 2019

Assets	
Cash and Cash Equivalents	\$ 23,398
Certificates of Deposit	899,697
Investments	3,096,453
Accounts Receivable	82,569
Prepaid Expenses	173,680
Capital Assets, Net Accumulated Depreciation	<u>527,368</u>
Total Assets	<u>4,803,165</u>
Deferred Outflows of Resources	
Deferred Outflows Relating to Pension Activities	<u>353,877</u>
Total Deferred Outflows of Resources	<u>353,877</u>
Liabilities	
Accounts Payable	3,206
Noncurrent Liabilities	
Due in More Than One Year	
Net Pension Liability	406,886
Compensated Absences	191,490
Net OPEB Obligation	<u>388,210</u>
Total Liabilities	<u>989,792</u>
Deferred Inflows of Resources	
Deferred Inflows Relating to Pension Activities	<u>30,051</u>
Total Deferred Outflows of Resources	<u>30,051</u>
Net Position	
Investments in Capital Assets, Net of Related Debt	527,368
Unrestricted	<u>3,609,831</u>
Total Net Position	<u>\$ 4,137,199</u>

The accompanying notes are an integral part of these financial statements

Galveston County Emergency Communication District
Statement of Activities
For the Year Ended December 31, 2019

Expenses	
System Operating Expenses	\$ 143,611
Wireless and Data Base Management	23,480
PSAP Equipment Maintenance	4,720
CPE Maintenance	162,518
Payroll and Related Expenses	781,086
Office Supplies and Equipment	11,334
Postage	630
Utilities, Administrative and RTRS	85,893
Education and Seminars	21,991
Regional and State Meetings	11,415
Insurance	38,866
Professional Memberships and Services	35,430
Promotions and Public Information	11,749
Communications	7,454
Training and Training Library	975
Vehicle Allowance/Mileage Expenses	15,799
RTRS Maintenance Agreement	134,126
Operational and RTRS Contingency	2,196
RTRS Tower Rental	27,670
Depreciation	434,681
Capital Additions	27,796
Total Expenses	<u>1,983,420</u>
Revenues	
Service Fees	1,443,649
Inter-local Agreements	423,740
Interest Income	59,404
Other Revenue	-
Total Revenues	<u>1,926,793</u>
Change in Net Position	<u>(56,627)</u>
Net Position Beginning of Year	<u>4,193,826</u>
Net Position End of Year	\$ <u>4,137,199</u>

The accompanying notes are an integral part of these financial statements

Fund Financial Statements

**Galveston County Emergency Communication District
Balance Sheet
Governmental Funds
December 31, 2019**

		<u>General Fund</u>
Assets		
Cash and Cash Equivalents	\$	23,398
Certificates of Deposit		899,697
Investments		3,096,453
Accounts Receivable		82,569
Prepaid Expense		<u>173,680</u>
Total Assets	\$	<u>4,275,797</u>
Liabilities and Fund Balances		
Liabilities		
Accounts Payable	\$	<u>3,206</u>
Total Liabilities		<u>3,206</u>
Fund Balance		
Nonspendable		
Prepaid Assets		173,680
Committed		
New Equipment		980,000
RTRS Upgrades		980,000
Catastrophic Events		600,000
Unassigned		<u>1,538,911</u>
Total Fund Balance		<u>4,272,591</u>
Total Liabilities and Fund Balance	\$	<u>4,275,797</u>

The accompanying notes are an integral part of these financial statements

**Galveston County Emergency Communication District
 Reconciliation of the Governmental Fund Balance Sheet
 to the Statement of Net Position
 December 31, 2019**

Total Fund Balance, Governmental Funds	\$	4,272,591
Amounts Reported for Governmental Activities in the Statement of Net Position are Different Because:		
Capital Assets Used in Governmental Activities are not Financial Resources and, therefore, are not Reported in the Governmental Fund		527,368
Noncurrent Liabilities of Governmental Activities are not Financial Resources and, therefore are not Reported in the Funds		
Net Pension Liability		(406,886)
Compensated Absences		(191,490)
Estimated Net OPEB Obligation		(388,210)
Deferred Outflows and Deferred Inflows Relating to Pension Activities		<u>323,826</u>
Net Position of Governmental Activities	\$	<u>4,137,199</u>

The accompanying notes are an integral part of these financial statements

Galveston County Emergency Communication District
Statement of Revenues, Expenditures and Changes in Fund Balances
Governmental Funds
For the Year Ended December 31, 2019

		<u>General Fund</u>
Revenues		
Service Fees	\$	1,443,649
Inter-local Agreements		423,740
Interest Income		59,404
Other Revenue		-
		<hr/>
Total Revenues		1,926,793
<hr/>		
Expenditures		
Current		
System Operating Expenses		143,611
Wireless and Database Management		23,480
PSAP Equipment Maintenance		4,720
CPA Maintenance		162,518
Payroll and Related Expense		657,380
Office Supplies and Equipment		11,334
Postage		630
Utilities, Administrative and RTRS		85,893
Education and Seminars		21,991
Regional and State Meetings		11,415
Insurance		38,866
Professional Memberships and Services		35,430
Promotions and Public Information		11,749
Communications		7,454
Training and Training Library		975
Vehicle Allowance/Mileage Expenses		15,799
RTRS Maintenance Agreement		134,126
Operational and RTRS Contingency		2,196
RTRS Tower Rental		27,670
Capital Additions		27,796
Capital Outlay		31,214
		<hr/>
Total Expenditures		1,456,247
		<hr/>
Net Change in Fund Balance		470,546
		<hr/>
Fund Balance, Beginning of Year		3,802,045
		<hr/>
Fund Balance, End of Year	\$	4,272,591
		<hr/> <hr/>

The accompanying notes are an integral part of these financial statements

**Galveston County Emergency Communication District
 Reconciliation of the Statement of Revenues, Expenditures
 and Changes in Fund Balance of Governmental Funds
 to the Statement of Activities
 For the Year Ended December 31, 2019**

Net Change in Fund Balance **\$ 470,546**

Amounts Reported for Governmental Activities in the
 Statement of Activities are Different Because:

Capital Outlays are Reported as Expenditures in
 Governmental Funds. However, in the Statement
 of Activities, the Cost of Capital Assets is Allocated
 over their Estimated Useful Lives as Depreciation
 Expense. In the Current Period, these Amounts are:

Capital Outlay	31,214
Depreciation Expense	(434,681)

Contributions for Defined Benefit Pension Plans are Recognized
 as Expenditures in the Governmental Funds when the Contributions
 are Made. Pension Expense is Recognized in the Government-Wide
 Statement of Activities based on Changes in the Long-Term
 Net Pension Liability. 70,939

Some Items Reported in the Statement of Activities
 Do not Require the Use of Current Financial Resources
 and, therefore, are not Reported as Expenditures in
 Governmental Funds. This Activity Consists of:

Pension Expense for the Pension Plan Measurement Year	(168,382)
Increase in Compensated Absences	(14,428)
Increase in Estimated Net OPEB Obligation	(11,835)

Change in Net Position of Governmental Activities **\$ (56,627)**

The accompanying notes are an integral part of these financial statements

**Galveston County Emergency Communication District
Statement of Revenues, Expenditures and
Changes in Fund Balance - Budget and Actual
General Fund
For the Year Ended December 31, 2019**

	<u>Actual</u>	<u>Budget</u>	<u>(Unfavorable) Favorable Variance</u>
Revenues			
Service Fees	\$ 1,443,649	\$ 1,444,584	\$ (935)
Inter-local Agreement	423,740	416,964	6,776
Interest Income	59,404	44,800	14,604
Other Revenue	-	100	(100)
	<u>1,926,793</u>	<u>1,906,448</u>	<u>20,345</u>
Expenditures			
Current			
System Operating Expenses	143,611	145,000	1,389
Wireless and Database Management	23,480	24,920	1,440
PSAP Equipment Maintenance	4,720	21,100	16,380
CPE Maintenance	162,518	221,637	59,119
Payroll and Related Expenses	657,380	674,776	17,396
Office Supplies and Equipment	11,334	10,000	(1,334)
Postage	630	750	120
Utilities, Administrative and RTRS	85,893	87,333	1,440
Education and Seminars	21,991	62,500	40,509
Regional and State Meetings	11,415	15,150	3,735
Insurance	38,866	115,785	76,920
Professional Memberships and Services	35,430	40,985	5,555
Promotions and Public Information	11,749	15,000	3,251
Communications	7,454	10,000	2,546
Training and Training Library	975	1,000	25
Vehicle Allowance/Mileage Expenses	15,799	18,340	2,541
RTRS Maintenance Agreement	134,126	202,035	67,909
Operational and RTRS Contingency	2,196	10,000	7,804
RTRS Tower Rental	27,670	27,672	2
Capital Additions	27,796	-	(27,796)
Capital Outlay	31,214	-	(31,214)
	<u>1,456,247</u>	<u>1,703,983</u>	<u>247,736</u>
Net Change in Fund Balance	<u>\$ 470,546</u>	<u>\$ 202,465</u>	<u>\$ 268,081</u>

The accompanying notes are an integral part of these financial statements

Notes to Financial Statements

Galveston County Emergency Communication District
Notes to Financial Statements
December 31, 2019

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The Galveston County Emergency Communication District (District) was authorized by the Emergency Telephone Number Act of the Texas Legislature. The District was created by a referendum held on November 3, 1987, in Galveston County for the establishment of enhanced 9-1-1 emergency telephone service. The cities of Friendswood and League City have opted not to participate with Galveston County District. The District commenced collection of the 9-1-1 service fee on December 1, 1988.

Principles Determining Scope of Reporting Entity

The financial statements of the Galveston County Emergency Communication District consist only of the funds and account groups of the District. The District has no oversight responsibility of any other governmental entity since no other entities are considered to be controlled by or dependent on the District. Control or dependence is determined on the basis of budget adoption, taxing authority, funding, and appointment of the respective governing board.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The basic financial statements include both government-wide and fund financial statements. The focus of the government-wide financial statements is on the District as a whole and the focus of the fund financial statements is on major individual funds. Both the government-wide and fund financial statements (within the basic financial statements) categorize primary activities as governmental.

The government-wide Statement of Net Position is presented on a full accrual basis of accounting, with an economic resource measurement focus, which incorporates long-term assets and receivables as well as long-term debt and obligations. The government-wide Statement of Activities reflects the gross expenditures that are used to carry on the function of the District. The Statement of Activities reduces gross expenses (including depreciation) by related program revenues. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. This is the manner in which these funds are normally budgeted. In the fund financial statements, financial transactions and accounts of the District are organized on the basis of funds. The operation of each fund is considered to be an independent fiscal and separate accounting entity, with a self-balancing set of accounts recording cash and/or other financial resources together with all related liabilities and residual equities or balances, and changes therein, which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions or limitations. Governmental fund revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 30 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Galveston County Emergency Communication District
Notes to Financial Statements
December 31, 2019

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Measurement Focus, Basis of Accounting and Financial Statement Presentation (Continued)

Since the governmental fund statements are presented on a different measurement focus and basis of accounting than the government-wide statements, a reconciliation is presented which briefly explains the adjustment necessary to reconcile the fund financial statements to the government-wide financial statements. The entity has no fiduciary funds.

Each presentation provides valuable information that can be analyzed and compared (between governments) to enhance the usefulness of the information.

Fund Balances and Net Position

The governmental fund financial statements of the District will present fund balances based on classifications including a hierarchy that is based primarily on the extent to which the District is bound to honor restrictions on the specific purposes for which amounts in a particular governmental fund can be spent. The five classifications used in the governmental fund financial statements will be as follows:

- **Nonspendable:** This classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) are legally or contractually required to be maintained intact. These amounts would include inventories and prepaid items as being nonspendable as these items are not expected to be converted to cash within the next year.
- **Restricted –** Restricted net assets are net assets upon which constraints have been externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulation of other governments or constraints imposed by law through constitutional provisions or enabling legislation.
- **Committed –** These amounts can only be used for specific purposes pursuant to constraints imposed by formal resolutions or ordinances, the government's highest level of decision-making authority. Those committed amounts cannot be used for any other purpose unless this authority modifies the specified use by taking the same type of action imposing the commitment. This classification also includes contractual obligations to the extent that existing resources in the fund have been specifically committed for use in satisfying those contractual requirements.
- **Assigned –** This classification reflects the amounts constrained by the District's "intent" to be used for specific purposes, but are neither restricted nor committed. The Board of Managers has the authority to assign amounts to be used for specific purposes.
- **Unassigned –** This fund balance is the residual classification for the General Fund. It is also used to report negative fund balances in other governmental funds.

Galveston County Emergency Communication District
Notes to Financial Statements
December 31, 2019

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fund Balances and Net Position (Continued)

When both restricted and unrestricted resources are available for use, it is the District's policy to use externally restricted resources first, then unrestricted resources – committed, assigned, and unassigned – in order as needed.

Compensated Absences

The District accrues earned but unpaid vacation and sick leave pay in accordance with the District's personnel policies. The amount of accrued compensated absences at December 31, 2019 is \$191,490. All paid time off is accrued when incurred in the government-wide financial statements.

Cash and Cash Equivalents

Cash and cash equivalents are comprised of deposits in interest-bearing checking accounts of \$23,198 and petty cash of \$200.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities to the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The government has one item that qualifies for reporting in this category:

Deferred outflows of resources for pension – Reported in the government-wide Statement of Net Position, this deferred outflow results from pension plan contributions made after the measurement date of the net pension liability, and from the results of differences between projected and actual earnings. The deferred outflows of resources related to pensions resulting from district contributions made subsequent to the measurement date will be recognized as a reduction of the net pension liability in the next fiscal year. The other pension-related deferred outflows will be amortized over the expected remaining service life.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position or fund balance that applies to a

Galveston County Emergency Communication District
Notes to Financial Statements
December 31, 2019

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Deferred Outflows/Inflows of Resources (Continued)

future period (s) and so will not be recognized as an inflow of resources (revenue) until that time. The government has one item that qualifies for reporting in this category:

Deferred inflows of resources for pension – Reported in the government-wide Statement of Net Position, the deferred inflows result primarily from differences between the expected and actual actuarial experience. The amounts are amortized over a five- year period.

Implementation of New Standards

In 2018, the District implemented the Governmental Accounting Standards Board ("GASB") Statement No.75, Accounting and Financial Reporting for Postemployment Benefits Other than Pensions. This statement establishes standards for measuring and recognizing liabilities, deferred outflows of resources, deferred inflows of resources, and expense/expenditures. Implementation is reflected in the financial statements, notes to the financial statements and required supplementary information.

NOTE B – DEPOSITS AND INVESTMENTS

The District's Board policy authorizes the District to invest in obligations of, or guaranteed by, government entities with less than two years to stated maturity or secured certificates of deposit issued by state or national banks domiciled in Texas or a savings and loan association domiciled in Texas that is insured by the FDIC or secured by other means as described in the Board policy and Texas Local Government Investment Act.

The District invests in TexPool and TexPool Prime, both were created under the Interlocal Cooperation Act, Texas Government Code Ann. Chapter 791 and the Texas Public Funds Investment Act. The Texas Treasury Safekeeping Trust Company (the Trust) is trustee of TexPool and TexPool Prime and is a limited purpose trust company authorized pursuant to Texas Government Code Ann. Section 404.103 for which the Texas State Comptroller is sole officer, director and shareholder. The advisory boards of Texpool and TexPool Prime are composed of the State Comptroller and other members appointed pursuant to the requirements of the Texas Public Funds Investment Act.

Local government investment pools in Texas are required to be rated AAA, or equivalent, by at least one nationally recognized rating agency.

The District's investment policies and types of investments are governed by the Public Funds Investment Act (PFIA). The District's management believes that it complied with the requirements of the PFIA and the District's investment policies.

The District's deposits and investments are categorized under investment categories to give an indication of credit risk. Credit risk is the risk that another party to a deposit or investment transaction will not fulfill its obligations. This is not to be confused with market risk, which is the

Galveston County Emergency Communication District
Notes to Financial Statements
December 31, 2019

NOTE B – DEPOSITS AND INVESTMENTS (CONTINUED)

risk that the market value of an investment, collateral protecting a deposit, or securities underlying a repurchase agreement will decline. Market risk is not depicted in this note.

The following categories of credit risk are included:

Category 1

Deposits that are insured or collateralized with securities held by the District or by its agent in the District's name; investments insured or registered in the name of the District, or securities held by the District or its agent in the District's name.

Category 2

Deposits collateralized with securities held by the pledging financial institution's trust department or agent in the District's name, with securities held by the counter party's trust department or agent in the District's name.

Category 3

Deposits uncollateralized, including securities used for collateral held by the pledging financial institution or by its trust department or agent but not in the District's name; investments uninsured or unregistered in the District's name, with the securities held by the counter party's trust department or agent but not in the District's name.

At December 31, 2019, the District's deposits are categorized as follows:

<u>Description</u>	<u>Carrying Amount</u>	<u>Risk Category</u>
Cash in Interest Bearing Accounts	\$ 23,198	1
Certificate of Deposit	\$ 899,697	2
Texas Local Government Investment Pools	\$ 3,096,453	3

Interest rates on certificates of deposit ranged from 0.30 % to 1.30 % during the year. Accrued interest on these deposits at December 31, 2019 was \$16,105.

The investments are reported by the District at amortized cost in accordance with Government Accounting Standards Board Statement (GASB) No. 31, *Accounting and Financial Reporting for Certain Investments and for External Investment Pools*.

Galveston County Emergency Communication District
Notes to Financial Statements
December 31, 2019

NOTE C – ACCOUNTS RECEIVABLE

Accounts receivable, as of December 31, 2019 is comprised of the following:

	2019
Service Fees:	
AT&T	\$ 10,221
Frontier	3,733
Cameron	209
Wireless Fees:	
State of Texas Advisory Commission on State Emergency Communications	66,000
Other	2,406
	82,569
Total Accounts Receivable	\$ 82,569

All amounts are considered to be fully collectible.

NOTE D – PREPAID ASSETS

Prepaid assets consist of the following:

Prepaid Expense	2019
Insurance	\$ 71,720
Maintenance Contracts	101,960
Total	\$ 173,680

NOTE E – INTER-LOCAL AGREEMENT

Trunked radio is a computer controlled common radio system that takes advantage of trunked radio technology to provide wide area radio communications. The District has entered into inter-local agreements with the user entities. Subscriber fees are differentiated between governmental users and nongovernmental users. For participating and non-participating governmental users, the user fee is \$7.50 and \$9.00, respectively, per month per unit; the nongovernmental fee is \$10.00 per month per unit, effective when the radios are activated. User fees billed during the year ended December 31, 2019 were \$423,740.

Galveston County Emergency Communication District
Notes to Financial Statements
December 31, 2019

NOTE F – CAPITAL ASSETS

Capital assets as of December 31, 2019 are comprised of the following:

	Balance December 31, 2018	Additions	Retirements	Balance December 31, 2019
Enhanced 9-1-1 Equipment	\$ 1,283,514	\$ 8,727	\$ -	\$ 1,292,241
Office Equipment	24,884	-	-	24,884
RTRS Equipment	4,589,669	2,966	-	4,592,635
Furniture and Fixtures	47,655	-	-	47,655
Tower Sites	545,178	19,521	-	564,699
Vehicles	17,849	-	-	17,849
	<u>6,508,749</u>	<u>31,214</u>	<u>-</u>	<u>6,539,963</u>
Less Accumulated Depreciation	<u>(5,577,914)</u>	<u>(434,681)</u>	<u>-</u>	<u>(6,012,595)</u>
Total	<u>\$ 930,835</u>	<u>\$ (403,467)</u>	<u>\$ -</u>	<u>\$ 527,368</u>

Depreciation Method

The depreciation method is straight line using the estimated useful life. Estimated life of furniture and fixtures is seven years; five years for mapping equipment, office equipment, enhanced 911 equipment, and vehicles. RTRS equipment's useful lives are either 5, 8, or 10 years. New computer purchases are depreciated for 2 years. Maintenance and repairs are charged to expense as incurred. Renewals, improvements, and equipment acquisitions exceeding \$1,000 in cost are capitalized by charges to capital assets and depreciated at appropriate rates.

NOTE G – SERVICE FEES

Revenues are collected by local telephone companies operating in the District's 9-1-1 service area. The revenues are then remitted to the District net of amount not collected from the telephone companies' customers and an administrative fee for processing and collection. Beginning in 1995, the District began collecting the 9-1-1 fee from owners of private telephone switches that provide residential service.

In November 1995, the District's Board of Managers authorized the levying of 9-1-1 service fees for all wireless telephones, which includes all cellular and PCN/PCS providers, beginning March 1, 1996. The rate levied was equivalent to the residential rate of \$0.62 per month. Effective September 1, 1998, the Texas legislature passed legislation requiring a payment of \$0.50 per wireless phone per month. The fee is collected through the State of Texas 9-1-1 Commission and distributed to the District from there.

Galveston County Emergency Communication District
Notes to Financial Statements
December 31, 2019

NOTE G – SERVICE FEES (CONTINUED)

The following is a breakdown of service fee revenues recognized for the year ended December 31, 2019:

	<u>Fees Billed</u>	<u>Administrative Fees</u>	<u>Not Collected</u>	<u>Service Fee Adjustments</u>	<u>Total</u>
Service Fees:					
AT&T	\$ 130,899	\$ (1,305)	\$ (397)	\$ -	\$ 129,197
Frontier	48,571	(486)	-	-	48,085
Cameron	1,324	-	-	-	1,324
Other	331,765	-	-	-	331,765
Wireless:					
State 9-1-1 Commission	935,310	-	-	(2,031)	933,278
Total	\$ 1,447,868	\$ (1,791)	\$ (397)	\$ (2,031)	\$ 1,443,649

NOTE H – ENHANCED 9-1-1 SERVICE COSTS

The District incurs monthly charges for the Enhanced 9-1-1 services provided by Southwestern Bell Telephone Company and Verizon, which is subject to rates as approved by the Public Utility Commission of Texas. The total charge for these services for the year ended December 31, 2019 was \$143,611.

NOTE I – OPERATING LEASE

Beginning July 2005, the District leases its office space in a building in Dickinson, Texas. The District had a ten-year lease at the facility, which was prepaid in the amount of \$200,000. The prepaid rent is being amortized at the rate of \$1,667 per month. The amortization was complete in June of 2015. The District now is billed monthly for the direct and allocable indirect building operation costs.

NOTE J – INSURANCE

All risk of loss is purchased through standard commercial insurance carriers. Risk of loss retained by the District is the annual premium plus the related deductibles. No uninsured losses for the year exceeded these amounts.

NOTE K – EMPLOYEE DEFINED BENEFIT PENSION RETIREMENT PLAN

Pensions

The District reports a liability (asset) for pension obligations and related deferred inflows and outflows of resources in accordance with Governmental Accounting Standards Board Statement No. 68, Accounting and Financial Reporting for Pensions – an Amendment of GASB Statement No. 27, and Statement No. 71, Pension Transition for Contributions Made Subsequent to the Measurement Date – an Amendment of GASB Statement 68. Changes in the net pension liability (asset) from year to year will be recognized as pension expense on the government-

Galveston County Emergency Communication District
Notes to Financial Statements
December 31, 2019

NOTE K – EMPLOYEE DEFINED BENEFIT PENSION RETIREMENT PLAN (CONTINUED)

wide Statement of Activities or reported as deferred inflows or outflows of resources on the Statement of Net Position, depending on the nature of the change. Transactions giving rise to deferred inflows and outflows of resources are not entirely recognized in the Statement of Activities in the period in which they arise but are instead amortized over multiple years.

Plan Description

Galveston County Emergency Communication District provides retirement, disability, and death benefits for all of its full-time employees through a nontraditional defined benefit pension plan in the state-wide, agent multiple-employer, public employer Texas County and District Retirement System (TCDRS). The Board of Trustees of TCDRS is responsible for the administration of the statewide agent multiple-employer public employee retirement system consisting of 677 nontraditional defined benefit pension plans. TCDRS in the aggregate issues a comprehensive annual financial report (CAFR) on a calendar year basis. The CAFR is available upon written request from the TCDRS Board of Trustees at P.O. Box 2034, Austin, Texas 78768-2034 or online at www.tcdrs.org.

The plan provisions are adopted by the governing body of the employers, within the options available in the Texas state statutes governing TCDRS (TCDRS Act). Members can retire at ages 60 and above with 8 or more years of service, with 20 years of service regardless of age or when the sum of their age and years of service equals 75 or more. Members are vested after 8 years but must leave their accumulated contributions in the plan to receive any employer-financed benefit. Members who withdraw their personal contribution in a lump sum are not entitled to any amounts contributed by the employer.

Benefit amounts are determined by the sum of the employee's contributions to the plan, with interest, and employer-financed monetary credits. The level of these monetary credits is adopted by the governing body of the employer within the actuarial constraints imposed by the TCDRS Act so that the resulting benefits can be expected to be adequately financed by the employer's commitment to contribute. At retirement, death, or disability, the benefit is calculated by converting the sum of the employee's accumulated contributions and the employer-financed monetary credits to a monthly annuity using annuity purchase rates prescribed by the TCDRS Act.

Funding Policy

The employer has elected the annually determined contribution rate (ADCR) plan provisions of the TCDRS Act. The plan is funded by monthly contributions from both employee members and the employer based on the covered payroll of employee members. Under the TCDRS Act, the contribution rate of the employer is actuarially determined annually. It was 9.0% for the calendar year 2019. The contribution rate payable by the employee members is the rate of 7.00% as adopted by the governing body of the employer. The employee contribution rate and the employer contribution rate may be changed by the governing body of the employer within the options available in the TCDRS Act.

Galveston County Emergency Communication District
Notes to Financial Statements
December 31, 2019

NOTE K – EMPLOYEE DEFINED BENEFIT PENSION RETIREMENT PLAN (CONTINUED)

If the plan suffers an adverse experience, provisions of the ACT allow the employer to contribute for twenty-five years at a fixed, increased rate determined actuarially by TCDRS, or to reduce the benefits earned in the future.

Membership Information

Members	December 31, 2017	December 31, 2018
Number of inactive employees entitled to but not yet receiving benefits:	1	1
Number of active employees:	5	5
Average monthly salary	\$7,399	\$7,571
Average age	51.65	52.65
Average length of service in years	17.32	18.23

Inactive Employees (or their Beneficiaries) Receiving Benefits

Number of benefit recipients	2	2
Average monthly benefit	\$4,997	\$4,997

Net Pension Liability

The Districts Net Pension Liability (NPL) was measured as of December 31, 2018, and the Total Pension Liability (TPL) used to calculate the Net Pension Liability was determined by an actuarial valuation as of that date.

Actuarial Assumptions

The actuarial assumptions that determined the total pension liability as of December 31, 2018 were based on the results of a study of the actuarial experience for the period January 1, 2013, through December 31, 2016, except where Governmental Accounting Standards Board Statement No. 68 required otherwise. The following are the key assumptions and methods applied to this measurement period:

Valuation Date	December 31, 2018
Actuarial Cost Method	Entry Age Normal
Amortization Method	
Recognition of economic/demographic gains or losses	Straight-Line Amortization over Expected Working Life
Recognition of assumptions changes or inputs	Straight-Line Amortization over Expected Working Life

Galveston County Emergency Communication District
Notes to Financial Statements
December 31, 2019

NOTE K – EMPLOYEE DEFINED BENEFIT PENSION RETIREMENT PLAN (CONTINUED)

Asset Valuation Method:	
Smoothing Period	5 years
Recognition Method	Non-Asymptotic
Corridor	None
Inflation	2.75%
Salary Increases	4.9% average over career including inflation
Investment Rate of Return	8.0% net of administrative and investment expenses, including inflation
Cost of Living Adjustments	Cost-of-living adjustments for Galveston County Emergency Communication District are not considered to be substantively automatic under GASB 68. Therefore, no assumption for future cost-of-living adjustments is included in the GASB calculations or the funding valuation.
Turnover	New employees are assumed to replace any terminated members and have similar entry ages.

Discount Rate

The discount rate used to measure the total pension liability was 8.10%, unchanged from that of the previous year. The projection of cash flows used to determine this discount rate assumed that plan members and the employer contributed at the statutorily required rates. Based upon that assumption, the plan's fiduciary net position was projected to be sufficient to make all future benefit payments to current members of the plan. Therefore, the long-term expected rate of return on pension-plan investments was applied to all periods of projected benefit payments to determine the total pension liability (asset).

The annual salary increases rates assumed for individual members vary by length of service and by entry-age group. The annual rates consist of general wage inflation component of 3.25% (made up of 2.75% inflation and 0.5% productivity increase assumptions) and a merit, promotion and longevity component that on average approximates 1.65 per year for a career employee.

Galveston County Emergency Communication District
Notes to Financial Statements
December 31, 2019

NOTE K – EMPLOYEE DEFINED BENEFIT PENSION RETIREMENT PLAN (CONTINUED)

The long-term expected rate of return on pension plan investments is 8.10% and was determined by adding expected inflation to expected long-term real returns, and reflecting expected volatility and correlation. The capital market assumptions and information shown below are provided by TCDRS' investment consultant, Cliffwater LLC. The numbers shown are based on January 2019 information for a 10-year time horizon.

Asset Class	Benchmark	Target Allocation	Geometric Real Rate of Return (Expected Return Minus Inflation)
US Equities	Dow Jones U.S. Total Stock Market Index	10.50%	5.40%
Private Equity	Cambridge Associates Global Private Equity & Venture Capital Index	18.00%	8.40%
Global Equities	MSCI World (Net) Index	2.50%	5.70%
International Equities - Developed	MSCI World Ex USA (net) Index	10.00%	5.40%
International Equities – Emerging	MSCI EM Standard (net) Index	7.00%	5.90%
Investment-Grade Bonds	Bloomberg Barclays Aggregate Bond Index	3.00%	1.60%
Strategic Credit	FTSE High-Yield Cash-Pay Gapped Index	12.00%	4.39%
Direct Lending	S&P/LSTA Leveraged Loan Index	11.00%	7.95%
Distressed Debt	Cambridge Associates Distressed Securities Index	2.00%	7.20%
REIT Equities	67% FTSE NAREIT Equity REITs Index +33% FRSE EPRA/NAREIT Global Real Estate Index	2.00%	4.15%
Master Limited Partnerships (MLPs)	Alerian MLP Index	3.00%	5.35%
Private Real Estate Partnerships	Cambridge Associates Real Estate Index	6.00%	6.30%
Hedge Funds	Hedge Fund Research, Inc. (HFRI) Fund of Funds Composite Index	13.00%	3.90%

Galveston County Emergency Communication District
Notes to Financial Statements
December 31, 2019

NOTE K - EMPLOYEE DEFINED BENEFIT PENSION RETIREMENT PLAN (CONTINUED)

Changes in Net Pension Liability/(Asset)

	Increase (Decrease)		
	Total Pension Liability	Fiduciary Net Position	Net Pension Liability/(Asset)
	(a)	(b)	(a) - (b)
Balances as of December 31, 2017	\$ 3,328,890	\$ 3,248,592	\$ 80,298
Changes for the Year:			
Service Cost	76,961	-	76,961
Interest on Total Pension Liability	271,111	-	271,111
Effect of Plan Changes	-	-	-
Effect of Economic/Demographic Gains of Losses	6,398	-	6,398
Effect of Assumptions Changes or Inputs	-	-	-
Refund of Contributions	-	-	-
Benefit Payments	(119,936)	(119,936)	-
Administrative Expenses	-	(2,535)	2,535
Member Contributions	-	31,874	(31,874)
Net Investment Income	-	(60,835)	60,835
Employer Contributions	-	59,892	(59,892)
Other	-	(513)	513
Balances as of December 31, 2018	\$ 3,563,424	\$ 3,156,538	\$ 406,886

Sensitivity of the District's Share of the Net Pension Liability/(Asset)
Discount Rate Sensitivity Analysis

The following presents the net pension liability of the county/district, calculated using the discount rate of 8.10%, as well as what the Galveston County Emergency Communication District net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (7.10%) or 1 percentage point higher (9.10%) than the current rate.

	1% Decrease 7.10%	Current Discount Rate 8.10%	1% Increase 9.10%
Total Pension Liability	\$ 3,975,854	\$ 3,563,424	\$ 3,207,079
Fiduciary Net Position	3,156,538	3,156,538	3,156,538
Net Pension Liability/(Asset)	\$ 819,316	\$ 406,886	\$ 50,541

**Galveston County Emergency Communication District
Notes to Financial Statements
December 31, 2019**

NOTE K – EMPLOYEE DEFINED BENEFIT PENSION RETIREMENT PLAN (CONTINUED)

Pension Expense and Deferred Outflows and Inflows of Resources Related to Pensions

For the year ended December 31, 2018, the District recognized pension expense of \$168,382.

At December 31, 2018, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

<u>Deferred Inflows/Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>	<u>Deferred Outflows of Resources</u>
Differences Between Expected and Actual Experience	\$30,051	\$49,205
Changes of Assumptions	-	20,020
Net Difference Between Projected and Actual Earnings	-	213,821
Contributions Made Subsequent to Measurement Date	N/A	59,892

Amounts currently reported as deferred outflows of resources and deferred inflows of resources related to pensions, excluding contributions made subsequent to the measurement date, will be recognized in pension expense as follows:

Year Ended December 31:

2019	\$102,376
2020	44,973
2021	42,154
2022	62,424
2023	1,068
Thereafter	0

NOTE L – DEFERRED COMPENSATION PLAN

All employees participate in a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan permits employees to defer a portion of their salary until future years. The deferred compensation is not available to employees until termination, retirement, or death. The plan is administered by an insurance company.

NOTE M – EMPLOYEE DEFINED BENEFIT HEALTHCARE RETIREMENT PLAN

Plan Description

The District's defined benefit OPEB plan provides certain post-employment retirement benefits for its qualifying employees through a single-employer defined benefit health care plan administered by the District. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

Galveston County Emergency Communication District
Notes to Financial Statements
December 31, 2019

NOTE M – EMPLOYEE DEFINED BENEFIT HEALTHCARE RETIREMENT PLAN
(CONTINUED)

Prior to 2018, Galveston County Emergency Communication District provided its employees health benefits upon retirement. Effective January 1, 2018, the District revised its retiree medical policy to state that all future retirees will receive a reimbursement in the amount of \$500 per month for their medical insurance benefits. Current retirees will still be provided full medical insurance coverage. Benefit provisions are established or may be amended under the authority of the District's management. The District administers the single-employer defined benefit plan.

Employees covered by OPEB plan as of December 31, 2019 were as follows:

Inactive plan members or beneficiaries currently receiving benefits	1
Inactive plan members entitled to but not yet receiving benefits	0
Active plan members	6
Total plan members	7

Funding Policy

This plan represents an unfunded OPEB program. Employer contributions will be made on a pay-as-you-go basis subject to the originating policy adopted by the District's management. Retired plan members are not required to contribute to the plan.

Total OPEB Liability

The District's total OPEB liability was measured as of December 31, 2019 and determined using the Alternative Measurement Method in accordance with GASB 74/75. There are currently no plan assets.

Changes in Total OPEB Liability

Changes in the City's OPEB liability presented below are calculated for the year ended December 31, 2019 (measurement year):

	Total OPEB Liability (a)	Change in Fiduciary Net Position (b)	NET OPEB Liability (a)-(b)
Balance as of Prior Measurement Date	\$ 877,402	\$ -	\$ 877,402
Service Cost	\$ 141,761	N/A	\$ 141,761
Interest on Total OPEB Liability	\$ 35,614	N/A	\$ 35,614
Effect of Plan Changes	\$ -	N/A	\$ -
Effect of Economic/Demographic Gains or Losses	\$ (690,096)	N/A	\$ (690,096)
Effect of Assumptions Changes or Inputs	\$ 32,669	N/A	\$ 32,669
Benefit Payments	\$ (9,139)	\$ (9,139)	\$ -
Employer Contributions	N/A	\$ 9,139	\$ (9,139)
Employee Contributions	N/A	\$ -	\$ -
Net Investment Income	N/A	\$ -	\$ -
Administrative Expenses	N/A	\$ -	\$ -
Balance as of Current Measurement Date	<u>\$ 388,210</u>	<u>\$ -</u>	<u>\$ 388,210</u>

Galveston County Emergency Communication District
Notes to Financial Statements
December 31, 2019

NOTE M – EMPLOYEE DEFINED BENEFIT HEALTHCARE RETIREMENT PLAN
(CONTINUED)

Changes of assumptions reflects a change in discount rate from 3.51% in 2018 to 2.74% in 2019.

OPEB Expense

For the year ended December 31, 2019, the District recognized total OPEB expense of \$177,375.

Service Cost	\$ 141,761
Interest on the Total OPEB Liability	35,614
Total OPEB Expense	<u>\$ 177,375</u>

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the total OPEB liability of the District, calculated using the discount rate of 3.51% as well as what the plan's total OPEB liability would be if it were calculated using a discount rate that is 1- percentage point lower or 1-percentage point higher than the current rates used:

	<u>Discount Rate -1%</u>	<u>Baseline</u>	<u>Discount Rate + 1%</u>
Discount Rate	1.74%	2.74%	3.74%
Net OPEB Liability	\$437,347	\$388,210	\$346,545
Change from Baseline	\$49,137	\$0	(\$41,665)

Healthcare Cost Trend Rate Sensitivity Analysis

The following schedule shows the impact to the total OPEB liability if the Healthcare Cost Trend Rate used was 1% less than and 1% greater than what was used in measuring the total OPEB liability.

	<u>Discount Rate -1%</u>	<u>Baseline</u>	<u>Discount Rate +1%</u>
Discount Rate	1.74%	2.74%	4.51%
Net OPEB Liability	\$384,284	\$388,210	\$392,139
Change from Baseline	(\$3,926)	\$0	\$3,928

Galveston County Emergency Communication District
Notes to Financial Statements
December 31, 2019

NOTE M – EMPLOYEE DEFINED BENEFIT HEALTHCARE RETIREMENT PLAN
(CONTINUED)

Key Assumptions and Methods Used in the Valuation

The following exhibit documents the key assumptions and methods used for the valuation:

<u>Assumptions</u>	<u>Values</u>
Age Adjustment Factor	1
Average Retirement Age	62
Employer Future Premium Contribution	Remain at the current \$ level over time
Actuarial Cost Method	Entry Age Normal
Amortization Method	Level Percentage of Payroll
Assets Backing OPEB Liability	\$0
Plan Asset Return	0.000%
Bond Yield	2.740%
Discount Rate	2.740%
Measurement Date	12/31/2019
Prior Measurement Date	12/31/2018
Prior Year Discount Rate	3.510%
Projected Salary Increases	3.000%
Amortization Period	20
Percentage Participation	100.00%
NOL and ADC	Calculated using the Alternative Measurement Method in accordance with GASB Methodology
Mortality Table	RP2000 Mortality Tables for Males and Females Projected 18 years; this assumption does not include a margin for future improvements in longevity
Turnover Assumption	Derived from data maintained by the U.S. Office of Personnel Management regarding the most recent experience of the employee group covered by the Federal Employees Retirement System

NOTE N – SUBSEQUENT EVENTS

Management has evaluated subsequent events through June 18, 2020, the date the financial statements were available to be issued.

Required Supplementary Schedules and Other Information

**Galveston County Emergency Communication District
Schedule of Changes in Net Pension Liability and Related Ratios
For the Year Ended December 31, 2018**

	Year Ended December 31, 2018	Year Ended December 31, 2017	Year Ended December 31, 2016	Year Ended December 31, 2015
Total Pension Liability				
Service cost	\$ 76,961	\$ 101,043	\$ 101,689	\$ 94,301
Interest on total pension liability	271,111	253,998	220,169	196,699
Effect of plan changes	-	-	-	(5,147)
Effect of assumption changes or inputs	-	18,418	-	18,063
Effect of economic/demographi (gains) or losses	6,398	(37,546)	87,747	(5,590)
Benefit payments/refunds of contributions	(119,936)	(81,914)	(5,870)	(5,870)
Net Change in total pension liability	<u>234,533</u>	<u>253,999</u>	<u>403,735</u>	<u>292,456</u>
Total pension liability, beginning	<u>3,328,891</u>	<u>3,074,892</u>	<u>2,671,157</u>	<u>2,378,701</u>
Total pension liability, ending (a)	<u>\$ 3,563,424</u>	<u>\$ 3,328,891</u>	<u>\$ 3,074,892</u>	<u>\$ 2,671,157</u>
Fiduciary Net Position				
Employer contributions	\$ 59,892	\$ 55,662	\$ 51,927	\$ 52,236
Member contributions	31,874	38,125	40,343	39,024
Investment income net of investment expenses	(60,835)	412,695	188,975	(76,558)
Benefit payments/refunds of contributions	(119,936)	(81,914)	(5,870)	(5,870)
Administrative expense	(2,535)	(2,160)	(2,055)	(1,836)
Other	(513)	139	11,409	(511)
Net change in fiduciary net position	<u>(92,054)</u>	<u>422,547</u>	<u>284,728</u>	<u>6,484</u>
Fiduciary net position, beginning	<u>3,248,592</u>	<u>2,826,045</u>	<u>2,541,317</u>	<u>2,534,834</u>
Fiduciary net position, ending (b)	<u>\$ 3,156,538</u>	<u>\$ 3,248,592</u>	<u>\$ 2,826,045</u>	<u>\$ 2,541,317</u>
Net pension liability/(asset), ending = (a) - (b)	<u>\$ 406,886</u>	<u>\$ 80,298</u>	<u>\$ 248,846</u>	<u>\$ 129,839</u>
Fiduciary net position as a % of total pension liability	88.58%	97.59%	91.91%	95.14%
Pensionable covered payroll	455,338	544,639	576,327	557,480
Net pension liability/(asset) as a % of covered payroll	89.36%	14.74%	43.18%	23.29%

GASB Statements No. 68 and No. 71 were implemented during the fiscal year ended December 31, 2015.

**Galveston County Emergency Communication District
Schedule of Employer Contributions
For the Ten Fiscal Years**

Year Ending December 31	Actuarially Determined Contribution	Actual Employer Contribution	Contribution Deficiency (Excess)	Pensionable Covered Payroll (1)	Actual Contribution as a % of Covered Payroll
2009	39,521	39,521	-	372,135	10.6%
2010	51,503	51,503	-	399,870	12.9%
2011	58,267	58,267	-	447,173	13.0%
2012	66,021	66,021	-	486,878	13.6%
2013	69,853	69,853	-	514,383	13.6%
2014	76,649	276,649	(200,000)	535,257	51.7%
2015	52,236	52,236	-	557,480	9.4%
2016	51,927	51,927	-	576,327	9.0%
2017	55,662	55,662	-	544,639	10.2%
2018	59,892	59,892	-	455,338	13.2%

(1) Payroll is calculated based on contributions as reported to TCDRS.

GASB Statements No. 68 and 71 were implemented during the fiscal year ended December 31, 2015.

The following are the key assumptions and methods applied to this measurement period:

Valuation Date	Actuarially determined contribution rates are calculated each December 31, two years prior to the end of the fiscal year in which contributions are reported.
Actuarial Cost Method	Entry Age
Amortization Method	Level percentage of payroll, closed.
Remaining Amortization Period	18.5 years (based on contribution rate calculated in 12/31/18 valuation)
Asset Valuation Method	5-year smoothed market
Inflation	2.75%
Salary Increases	Varies by age and service. 4.9% average over career including inflation.
Investment Rate of Return	8.0%, net of administrative and investment expenses, including inflation.
Retirement Age	Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age. The average age at service retirement for recent retirees is 61.
Mortality	130% of the RP-2014 Healthy Annuitant Mortality Table for males and 110% of the RP-2014 Healthy Annuitant Mortality Table for females, both projected with 110% of the MP-2014 Ultimate scale after 2014.
Changes in Assumptions and Methods Reflected in the Schedule of Employer Contributions	2015: New inflation, mortality and other assumptions were reflected. 2017 : New mortality assumptions were reflected.
Changes in Plan Provisions Reflected in the Schedule of Employer Contributions	2015: No changes in plan provisions are reflected in the Schedule of Employer Contributions. 2016: No changes in plan provisions are reflected in the Schedule of Employer Contributions. 2017: New Annuity Purchase Rates were reflected for benefits earned after 2017. 2018: No changes in plan provisions were reflected in the Schedule of Employer Contributions.

**Galveston County Emergency Communication District
 Schedule of Changes in Total OPEB Liability and Related Ratios
 For the Last Measurement Year**

	2019
Service Cost	\$ 141,761
Interest on Total OPEB Liability	35,614
Effect of Economic/Demographic Gains or Losses	(690,096)
Effect of Assumption Changes or Inputs	32,669
Employer Contributions - Benefit Payments	(9,139)
Net Change in Total Pension Liability	(489,192)
Total OPEB Liability - beginning	877,402
Total OPEB Liability - ending	\$ 388,210
Covered Payroll	455,338
Total OPEB Liability as a Percentage of Covered Payroll	85%

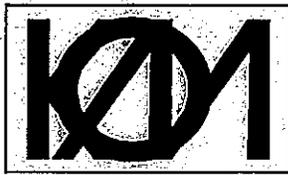
The amounts presented are for each measurement year, which end the preceding December 31. Total OPEB liability is calculated using a new methodology and will be presented prospectively in accordance with GASB 75. Ten years of data should be presented in this schedule but data was unavailable prior to 2018.

Notes to Schedule:

Changes of Assumption: Changes of assumption reflects the effect of changes in the discount rate each period. The following are the discount rates used in each period:

2017	4.00%
2018	3.51%
2019	2.74%

Plan Changes: Prior to 2018, the District provided health insurance coverage to all retirees. Beginning in 2018, new retirees will receive a \$500 per month reimbursement for health insurance.



Katherine Overbeck Maxwell, PLLC
Certified Public Accountant

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Managers
Galveston County Emergency Communication District

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and governmental fund information of the Galveston County Emergency Communication District, as of and for the year ended December 31, 2019, and the related notes to the financial statements, which collectively comprise the Galveston County Emergency Communication District's basic financial statements, and have issued our report thereon dated June 18, 2020.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Galveston County Emergency Communication District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Galveston County Emergency Communication District's internal control. Accordingly, we do not express an opinion on the effectiveness of the Galveston County Emergency Communication District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Galveston County Emergency Communication District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Katherine Overbeck Maxwell, CPA, PLLC

Galveston, Texas

June 18, 2020



City of Galveston

OFFICE OF THE MAYOR
PO Box 779 | Galveston, TX 77553-0779
citycouncil@galvestontx.gov | 409.797.3510

July 1, 2020

Mona Purgason, Executive Director
Galveston Housing Authority
4700 Broadway
Galveston, Texas 77551

Dear Ms. Purgason:

The City of Galveston supports the Disposition/Demolition Application for the site of the former Oleander Homes. The City understands that this application would permit the Galveston Housing Authority ("GHA") to dispose of the lot located at 5228 Broadway, Galveston Texas, 77551, and demolish the existing community building for the purpose of developing a mixed income development similar to that of Cedars at Carver Park and Villas on The Strand.

Respectfully,

James D. Yarbrough, Mayor
City of Galveston





City of Galveston

OFFICE OF THE MAYOR
PO Box 779 | Galveston, TX 77553-0779
citycouncil@galvestontx.gov | 409.797.3510

July 1, 2020

Mona Purgason, Executive Director
Galveston Housing Authority
4700 Broadway
Galveston, Texas 77551

Dear Ms. Purgason:

This letter serves as a commitment from the City of Galveston to review the environmental for the site formerly known as Oleander Homes development. It is our understanding that the environmental review will be conducted in accordance with HUD guidelines and regulations by a third party consultant.

Respectfully,

James D. Yarbrough, Mayor
City of Galveston



July 15, 2020

The Honorable Greg Abbott
Governor of Texas
P.O. Box 12428
Austin, TX 78711

Dear Governor Abbott,

Thank you for your continued leadership during these unprecedented times. As you are aware, due to the economic trauma of this pandemic, our cities are being called on to provide services that would historically be outside the normal scope of municipal operations. While the effects of this pandemic are not measured by visible physical damage as would be seen from a natural disaster, the financial harm to our communities will be as great, if not greater than a devastating natural disaster, and the financial harm will likely last long into the future.

In response, Congress has allocated an unprecedented but necessary amount of federal funds; however, to date most Texas cities have been unable to access those funds intended to assist them in this current crisis. We ask that you assist us by heeding the Congressional intent and U.S. Treasury Guidance documents and allow cities to utilize these funds which will provide for a much faster economic recovery.

The requirement that 75% of our allocated funds must be spent on medical expenses, public health expenses, and payroll expenses for employees substantially dedicated to mitigating or responding to the public emergency makes it almost impossible for cities like ours to effectively respond to the magnitude of the problem in the timeframe allotted by Congress. Allowing cities to determine the most effective use of the funds within all six categories provided in the Treasury Guidance will result in a faster recovery of the health and economy of our cities and state.

Full disbursement of the funds to the larger cities and counties moved quickly, and most have already implemented direct benefit programs to assist their residents and businesses. Cities and counties under populations of 500,000 and their residents have the same need for prompt assistance through these funds. Under current TDEM Guidance, we are limited to just 20% of our allocation up front and must go through an audit process before receiving additional funds. Cities throughout Texas handle state and federal grant funds daily and maintain sophisticated systems and qualified professionals to ensure accountability and reporting, regardless of population size. We are accustomed to providing these types of assurances for other grant programs to remain in compliance, and CRF funds should not be any different.

It is clear within our communities and across Texas that business closures, restricted occupancy, and limited services significantly contributed to our initial joint successes at flattening the curve and delaying the spread of the virus. Under the current 75-25 restrictions, unlike the larger cities we are not able to effectively assist the recovery of local businesses who were so critical to this massive public health effort.

Our small and mid-sized cities preserve our state's unique heritage and are home to businesses that

are the heart of the Texas economy. We need your help to ensure the viability of these very businesses. On behalf of every resident in our cities, we hope we can count on your support to remove these unnecessary restrictions.

Sincerely,



Kyle Deaver
Mayor, City of Waco



Kevin White
Mayor, City of Mineola



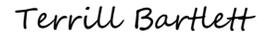
Connie Schroeder
Mayor, City of Bastrop



Flora Braly
Mayor, City of Andrews



Andres Rodriguez
Mayor, City of Bracketville

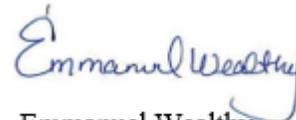


Terrill Bartlett
Mayor, City of Canadian

Willie Leal, Jr.
Willie Leal, Jr.
Mayor, City of Poteet



Andres Ramos
Mayor, City of Alpine



Emmanuel Wealthy
Mayor, City of Wilmer



Gina Fulkerson
Mayor, City of Wimberley



Geary Smith
Mayor, City of Mexia



Tim Handren
Mayor, City of Boerne

Sam Miller
Sam Miller
Mayor, City of Sudan



David Dreiling
Mayor, City of Greenville

Ginger Nelson
Ginger Nelson
Mayor, City of Amarillo



Roy McDonald
Mayor, City of West Orange

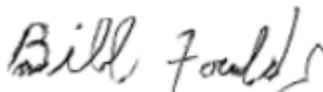


Wendell Dunlap
Mayor, City of Plainview

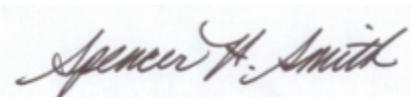


Bill Blackburn
Mayor, City of Kerrville

Lynn Ramsey
Lynn Ramsey
Mayor, City of Shamrock



Bill Foulds
Mayor, City of Dripping Springs



Spencer Smith
Mayor, City of Harker Heights



Kerry Symons
Mayor, City of Perryton



C.R. Evans, Jr.
Mayor, City of Overton



Dr. Ambrosio Hernandez
Mayor, City of Pharr



Dr. Ianthia Fisher
Mayor, City of Crockett



Becky Ames
Mayor, City of Beaumont



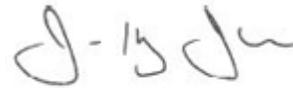
Dan Pope
Mayor, City of Lubbock



Karen Felker
Acting Mayor, City of Borger



Patrick Payton
Mayor, City of Midland



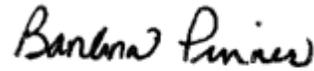
Jeff Jordan
Mayor, City of Kaufman

Mike Hendricks

Mike Hendricks
Mayor, City of Luling



Anthony Groves
Mayor, City of Brady



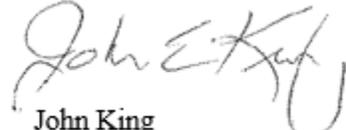
Barbra Pinner
Mayor, City of Levelland



Terri Brown
Mayor, City of Marshall

Phil Barefield

Phil Barefield
Mayor, City of Quitaque



John King
Mayor, City of Rockdale

Darren Braddy

Darren Braddy
Mayor, City of Cooper



Stephen Santellana
Mayor, City of Wichita Falls

Gilbert Gomez

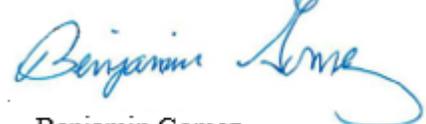
Gilbert Gomez
Mayor, City of Robstown

Tom Reid

Tom Reid
Mayor, City of Pearland

Dorothy Welch

Dorothy Welch
Mayor, City of Splendora



Benjamin Gomez
Mayor, City of San Benito

Nin Hulett

Nin Hulett
Mayor, City of Granbury



Paul Gohman
Mayor, City of Bronte



Bruno Lozano
Mayor, City of Del Rio



Pete Saenz
Mayor, City of Laredo



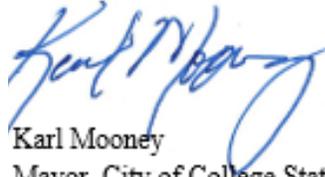
Andrew Nelson
Mayor, City of Bryan



James Yarbrough
Mayor, City of Galveston



Brenda Gunter
Mayor, City of San Angelo



Karl Mooney
Mayor, City of College Station



Clinton Sawyer
Mayor, City of Amherst

DRAFT
MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
WORKSHOP - JUNE 25, 2020

6/25/2020 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER

With a quorum present, the meeting was called to order at 9:00 a.m.

2. ROLL CALL

Present (via video conference): Mayor Pro Tem Dr. Craig Brown, Council Member Amy Bly, Council Member David Collins, Council Member Jason Hardcastle, Council Member John Listowski, and Council Member Dr. Jackie Cole.

3. DISCUSSION ITEMS

- 3.A. Clarification Of Consent And Regular City Council Agenda Items - This Is An Opportunity For City Council To Ask Questions Of Staff On Consent And Regular Agenda Items. (30 Minutes)
Items 6A, 8A, 8B, 8D.2, 9B, 9C, 9D, 9E, 9F, 9H, 9I, and 9K were clarified by Staff.

- 3.B. Report Of Chief Hale Related To His Efforts To Build Social Equity Between The Community And GPD (Brown/Cole - 30 Minutes)

Police Chief Vernon Hale provided an overview of his efforts to build social equity between the community and GPD. He reported on the following: 14 protests on the Island have been extremely peaceful, the PD has been monitoring the protests and has had conversations with the organizers; the Texas Police Chief's Association meeting will be here in August and they may hold a town hall meeting; the Galveston County Chiefs met in Dickinson at a Town Hall to answer questions from the public with several hundred citizens in attendance; his meeting with the NAACP via Zoom and got some input and provided some as well; his meetings with other groups including PACE and Cops in Clergy; the President's Task Force on 21st Century Policing was incorporated into the PD's promotional exams last September, so every officer testing to be a supervisor or lieutenant had to read and was tested on those policies through the civil service exam; the 8 Can't Wait campaign is the leading narrative on policy changes that the community wants immediately; the PD has partnered with a group called Lexipol who drafts policies in line with federal, state, and local level with a level of customization that can be done; Lexipol is looking at those eight policy issues that could be adopted by the GPD; accountability information on complaints and actions taken on sustained complaints; improvements in education levels within the PD; training on de-escalation, use of force, racial profiling, procedural justice, implicit bias, active bystander, and other training that can be provided; and a timeline for getting the entire department trained on these policies. Moving forward, Lexipol will craft the policies, the City's Legal Department will review, the PD will put the policies in place, and get them out to the community for their input.

- 3.C. Discussion Of Beach And Seawall Crowds (Hardcastle/Yarbrough - 20 Minutes)

CM Hardcastle expressed concerns about beach and Seawall crowds and suggested that Staff come up with some ideas to consider in case this problem persists. City Manager Brian Maxwell reported on current traffic plans that can be used if needed, and the Police Department's current safety plan to help manage the crowds.

- 3.D. Discussion Of Chapter 19 "Licenses, Permits, And Business Regulations", Article III "Peddlers And Temporary Concessions" Of "The Code Of The City Of Galveston 1982, As Amended" (Hardcastle/Yarbrough - 30 Minutes)

CM Hardcastle presented some concerns with the City's food truck model in comparison to other cities with successful food truck locations, and requested that the City review and reassess our model. In other cities, food truck parks are set up as a food court and this model could possibly work here in Galveston. In Galveston food trucks seems to be located in

parking lots of other businesses such as convenience stores and gas stations. Planning Director Tim Tietjens provided background information, issues with current regulations, and some cities where food truck parks have been successful. The Council discussed options for designating specific areas for food truck parks such as Stewart Beach, Fort Crockett, or some place out West. This item will be referred to the Planning Commission for their review and recommendations.

- 3.E. Discussion Of An Ordinance Of The City Of Galveston, Texas, Amending Chapter 33, "Taxation" Of "The Code Of The City Of Galveston 1982, As Amended" By Amending The Procedures For Allocating Net Disbursible Funds To Eligible Groups By Allowing For Re-Allocation In The Event Of Significant Reductions To Hotel Occpency Tax; Making Various Findings And Provisions Related To The Subject And Providing For An Effective Date (Collins/Yarbrough - 20 Minutes)

CM Collins reported that the Arts & Historic Preservation Advisory Board met to review the proposed ordinance and approved it as written. This item is on today's regular agenda for the Council's consideration.

- 3.F. Discussion Of An Ordinance Of The City Of Galveston, Texas, Amending The Code Of The City Of Galveston, As Amended, Chapter 37, "Wreckers, Tow And Storage Facility", By Amending Chapter 37 To Amend Regulations, Standards, And Definitions; And To Make Clarifications; And Rename, Renumber And Rearrange The Chapter As Applicable; Providing For Penalties And Fees As Applicable; Making Various Findings And Provisions Related To The Subject; Providing For An Effective Date (B. Stroud/D. Fairweather - 20 Minutes)

Deputy City Manager Dan Buckley reported that the ordinance has been fully vetted with the wrecker industry and reached common ground on the proposed amendments. The ordinance includes updates in fees that have not been adjusted in ten years. This item will be brought back in July for the Council's consideration.

- 3.G. Discussion Of The City's Legislative Agenda For The 87th Legislative Session (D. Glywasky - 20 Minutes)

City Attorney Don Glywasky placed this item on today's agenda to get the discussion going for the next legislative session. He reported that he will be serving on TML's legislative task force until a legislative coordinator is chosen for the City. He will be working on writing a proposed bill to curtail flash mob type events advertised on social media that are unpermitted events. Discussion was held regarding a timeline for the City's legislative agenda, and coordinated efforts between the City, Park Board, and Wharves Board.

Mayor Yarbrough joined the meeting at 11:11 a.m.

- 3.H. Report Of City Council's Park Board Representative (Collins/Yarbrough - 10 Minutes)

CM Collins reported on the following: the contractor will begin demolition of the Seawolf Park Pavilion on August 1st and it should be down by October 1st; the Park Board is working with an engineering firm on the Seawall Breakwater Project; the Park Board set the penny at \$1.5 million; Mario Rabago is going back to manage parks for the Park Board; and the Cavalla Historical Foundation issue will be brought back for an update at the next meeting.

4. EXECUTIVE SESSION

The City Council took a short recess at 11:38 a.m., convened into Executive Session at 11:45 a.m., and reconvened into Open Session at 12:40 p.m. No action was taken during Executive Session.

- 4.A. Pursuant To Texas Gov't Code 551.071- Consultation With Attorney, An Executive Session Will Be Conducted To Discuss And Receive Legal Advice Concerning Pending Litigation And/Or A Settlement Offer, Or On A Matter In Which The Duty Of The Attorney To The Governmental Body Under The Texas Disciplinary Rules Of Professional Conduct Of The State Bar Of Texas Clearly Conflicts With This Chapter, Related To The Following:

- 4.A.1. Report On Litigation Seeking Injunctive Relief Related To The Unpermitted Conduct Of An

Unpermitted Mass Gathering On The Galveston Seawall Known As Slab Beach Party

4.A.2. Report On Case No. 20-0134 In Re City Of Galveston Before The Texas Supreme Court

5. ADJOURNMENT

The workshop was adjourned at 12:40 p.m.

Janelle Williams, City Secretary

Date Approved:

DRAFT

DRAFT
MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
JUNE 25, 2020

6/25/2020 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER
With a quorum present, Mayor Yarbrough called the meeting to order at 1:15 p.m.
2. ROLL CALL
Present (via video conference): Mayor James Yarbrough, Mayor Pro Tem Dr. Craig Brown, Council Member Amy Bly, Council Member David Collins, Council Member Jason Hardcastle, Council Member John Listowski, and Council Member Dr. Jackie Cole.
3. CONFLICTS OF INTEREST
None.
4. PRESENTATIONS/REPORTS OF COUNCIL, OFFICER BOARDS, AND CITY MANAGER
 - 4.A. Pursuant To Texas Government Code Section 551.0415, The City Council May Report On Any Of The Following Items:
 - 1. Expressions of thanks, gratitude, and condolences - Mayor Yarbrough congratulated CM Hardcastle and Hayley for their expected baby girl in December.**
 2. Information regarding holiday schedules
 3. Recognition of individuals
 4. Reminders regarding City Council events
 5. Reminders regarding community events
 6. Health and safety announcement
 - 4.B. The Investment Reports For Quarter Ended March 31, 2020 (M. Loftin)
Assistant City Manager Mike Loftin presented the Investment Report.
5. COMMUNICATIONS AND PETITIONS
Claims: 20-041 - Holly Landry; 20-042 - James Wilson; 20-043 - Alicia Portilla; 20-044 - Barbi Manganile; 20-045 - Adele Leyver; 20-046 - Andy Keeton; 20-047 - Keith Becker; 20-048 - Gerado Acoster; 20-049 - Jacob Simon; 20-050 - Vincent Smith; 20-051 - Terry and Karen Burton; 20-052 - AT&T.
6. PUBLIC HEARINGS
 - 6.A. Conduct A Public Hearing And Consider For Approval The 2020 Community Development Block Grant-CV (CDBG-CV) Coronavirus Aid, Relief, And Economic Security (CARES Act) Supplemental Funding In The Amount Of \$271,736 And Amendment To The 2019 Consolidated Plan To Implement Coronavirus Pandemic Disaster Projects And Allow For The Use Of The Urgent Need Project Benefit. Authorize The City Manager To File A Grant Application (Amendment) With The U.S. Department Of Housing And Urban Development (HUD) And Execute All Necessary Contracts, Certifications, And Documents For The Programs. (A. Law)
Interim Director of Grants and Housing Alice Law provided staff comments. The public hearing was opened. Alice Law summarized six public comments received during the public comment period. The public hearing was closed. Motion was made by CM Listowski, second

by CM Bly, to approve the agenda item. Unanimously approved.

- 6.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Designating The Property Located At 1521 Broadway / Avenue J, As A "Galveston Landmark", Property Is Legally Described As The East 2 Feet And 10 Inches Of Lot 2 And West 28 Feet And Seven Inches Of Lot 3 (2-1), Block 135, In The City And County Of Galveston, Texas; Requesting The Historic Preservation Officer Record The Property's Landmark Designation In The Official Public Records Of Real Property In Galveston County, The Tax Records Of The City Of Galveston And The Central Appraisal District, And The Official Zoning Maps Of The City Of Galveston, Texas; Planning Case Number 20P-009; Making Various Findings And Provisions Related To The Subject. (K. White)

Ordinance No. 20-037 was read by caption. Karen White provided staff comments. The public hearing was opened; with no speakers, the public hearing was closed. Motion was made by CM Hardcastle, second by Mayor Yarbrough, to approve the ordinance. Unanimously approved.

7. PUBLIC COMMENT

Summary of Public Comments (34 received) - 12 related to COVID-19 and face masks; 14 related to Police reform and racial equality; one request for drainage and gutters on Avenue M-1/2; one related to West End Beachside Neighborhoods; one related to car burglaries; one related to the Galveston Naval Museum; one related to Juneteenth; one related to GPD Narcotics Officers; one related to a communication with the City Manager; and one related to a public information request.

8. ORDINANCES (NOT REQUIRING PUBLIC HEARINGS)

- 8.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Declaring A State Of Disaster And Emergency In The City Of Galveston Related To The Emergence Of The Corona Virus/COVID 19; Extending The State Of Disaster And Emergency In The City Of Galveston Until September 30, 2020; Extending Previously Approved Emergency Orders Within The City Until September 30, 2020, Making Various Findings And Provisions Related To The Subject, Providing For A Penalty And Providing For An Effective Date. (Legal)

Ordinance No. 20-038 was read by caption. Motion was made by MPT Brown, second by CM Bly, to approve the ordinance, to be reviewed by City Council on July 23rd, and due to the increase of infection in Galveston County and specifically the City of Galveston is experiencing for staff to notify Council of changes in the approach we can take depending on the Governor's orders. After discussion, the motion and second were withdrawn in order to take the mask order separately.

Motion was made by Mayor Yarbrough, second by MPT Brown, to approve extending the mask order through September 30th, with the provision that it be placed on the July 23rd agenda for review. The motion carried 5-2; CM Hardcastle and CM Listowski voted against the motion.

Motion was made by Mayor Yarbrough, second by CM Collins, to approve the ordinance, including extension of the mask order through September 30th with a July 23rd review. The motion carried 6-1; CM Hardcastle voted against the motion.

8.B. Election Ordinance

Consider For Approval An Ordinance Of The City Of Galveston, Texas, Ordering And Calling An Election To Be Held In The City Of Galveston On The 3rd Day Of November, 2020, For The Purpose Of Electing A Mayor At-Large And Six (6) District Council Members, Each For A Two-Year Term; Making Provisions For The Conduct And Giving Notice Of The Election; Providing The Candidate Filings Received For The Postponed May 2, 2020 Election Remain Valid For The November 3 2020 Election And The Filing Period Will Not Be Re-Opened; Designating Polling Places; Designating Dates And Hours For Early Voting; Designating The Date And Hours Of The Election Day; Providing For

Publication Of The Notice Of The Election; Providing Bilingual Election Requirements; Providing For A Severability Clause; Providing An Open Meetings Clause; Providing A Savings Clause; Declaring Findings Of Fact; And Providing For An Effective Date. (Legal)

Ordinance No. 20-039 was read by caption. Motion was made by CM Collins, second by CM Hardcastle, to approve the ordinance. Unanimously approved.

- 8.C. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending Chapter 33, "Taxation" Of "The Code Of The City Of Galveston 1982, As Amended" By Amending The Procedures For Allocating Net Disbursible Funds To Eligible Groups By Allowing For Re-Allocation In The Event Of Significant Reductions To Hotel Occupancy Tax; Making Various Findings And Provisions Related To The Subject And Providing For An Effective Date.

Ordinance No. 20-040 was read by caption. Motion was made by CM Collins, second by MPT Brown, to approve the ordinance. Unanimously approved.

- 8.D. City Code Review:

- 8.D.1. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The Code Of The City Of Galveston, As Amended, Chapter 11.5, "Clean Air: Smoking In Public Places", To Amend, Update Regulations, Standards, And Definitions; To Make Clarifications, Rename, Renumber And Rearrange The Chapter As Applicable; Providing For Penalties As Applicable; Making Various Findings And Provisions Related To The Subject; Providing For An Effective Date. (Legal)

Ordinance No. 20-041 was read by caption. Motion was made by CM Collins, second by CM Listowski, to approve the ordinance with the amendment of changing the reasonable distance from five feet to 10 feet from the door. Unanimously approved.

- 8.D.2. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The Code Of The City Of Galveston, As Amended, Chapter 22, "Municipal Court", To Amend, Update Regulations, Standards, And Definitions; To Make Clarifications, Rename, Renumber And Rearrange The Chapter As Applicable; Providing For Penalties As Applicable; Making Various Findings And Provisions Related To The Subject; Providing For An Effective Date. (Legal)

Ordinance No. 20-042 was read by caption. Motion was made by CM Cole, second by MPT Brown, to approve the ordinance with an amendment to Section 22-3 removing the six year consecutive term limit of the Municipal Court Judge. The motion passed 5-2; Mayor Yarbrough and CM Hardcastle voted against the motion.

9. CONSENT ITEMS

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

Motion was made by CM Hardcastle, second by MPT Brown, to approve Consent Items 9A through 9S. Unanimously approved.

- 9.A. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Waiving The City's Primary Jurisdiction Related To A Complaint Made By Citizen Dustin Thomas Related To The Billing Of Electric Services At Grand Beach Subdivision, To Allow The Citizen To Proceed With Filing His Complaint Directly With The State Of Texas Public Utility Commission, Authorizing The City Manager To Execute Any Necessary Documents To Give Effect To This Resolution Upon Final Approval By The City Attorney; Providing For Findings Of Fact And For An Effective Date. (Legal)

Resolution No. 20-025

- 9.B. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Authorizing The Approval Of A Contract For Collection Services Providing For The Collection Of Delinquent Taxes And Court Fines And Fees With Linebarger Goggan Blair & Sampson, LLP; And Making Certain Findings Associated With Texas Government Code §2254.1032; And Authorizing The Mayor To

Execute The Contract; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date. (M. Loftin)

Resolution No. 20-026

- 9.C. Consider For Action Adopting The 2020 Proposed Investment Policy. (M. Loftin)
- 9.D. Consider Action For Continuing With The Professional Services Of David Taussig & Associates Relating To The Administration Of Bayside At Waterman's Public Improvement District (PID). Authorizing The City Manager To Execute The Contract Upon Final Approval By The City Attorney.(M. Loftin)
- 9.E. Consider For Approval An Economic Development Agreement Between The Industrial Development Corporation And The City Of Galveston To Fund A Match For The Pelican Island Bridge (G. McLeod)
- 9.F. Consider For Approval A Contract For Election Services Between The City Of Galveston And Galveston County For The Purpose Of Holding A City Election On November 3, 2020 And A Possible Runoff Election On December 15, 2020. (J. Williams)
- 9.G. Consider For Approval Funding For Temporary Staffing From Robert Half International/Accountemps In The Services Assistance For The Grants And Housing Department. (A. Law)
- 9.H. Consider Approving A Contract With Kronos To Migrate The Time And Attendance Software System To A Cloud SaaS Solution And Authorizing The City Manager To Enter Into A Contract For A 60-Month Term In An Amount Not To Exceed \$325,714 (H. Dean).
- 9.I. Consider For Approval The Purchase Of Sign Materials For Beach Access Signage From Trantex Transportation Product Through Buy Board (Contract #608-20). Funding For The Signage Materials Will Come From The Seawall Beach Urban Park Beach User Fees Account In The Amount Of \$21,987.25. (D. Henry)
- 9.J. Consider For The Approval Allowing The Fleet Facility And Other City Departments To Purchase Assortments Of Tools And Supplies From Kimball Midwest Who Is A Member Of Buyboard, A Cooperative Purchasing Organization. The Funding Sources Will Be The User Department's Parts And Supplies Accounts. (D. Smith)
- 9.K. Consider Approval Of A Contract With Main Lane Industries, Ltd. For 18th Street Storm Sewer System (RFP #20-06) In The Amount Of \$15,904,160.80 And Approval Of A Total Project Cost Of \$16,314,160.80. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)
- 9.L. Consider Approval Of Change Order #02 To The Agreement With E. P. Brady, Ltd., For The 24 Inch Water Transmission Line From 59th Street Pump Station To The Airport Pump Station (RFP #19-24) Increasing The Project Cost By \$99,808.39. This Represents An Increase In The Total Project Cost Of 0.78% From The Original Amount Of \$17,159,876.30 To The Amount Of \$17,293,075.22. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)
- 9.M. Consider For Approval, A Proposal From Freese And Nichols For The City Of Galveston American Water Infrastructure Act (AWIA) Of 2018 Risk And Resilience Assessment (RRA) And The Emergency Response Plan (ERP) Compliance Documentation For A Fee Not To Exceed \$108,910. (D. Christodoss)
- 9.N. Consider For Approval The Professional Engineering Services Proposal Addendum From Dannenbaum Engineering Corporation, To Perform The Airport Pump Station (PS) Disinfection Improvements Design, At A Cost Not To Exceed \$54,461 (Includes 10% Contingency Of \$4,951 For Power Supply Upgrade Design) Increasing The Existing Design Contract Of \$900,159 To \$954,620. (D. Christodoss)

- 9.O. Consider For The Approval A 3-Year Contract With Pay By Phone With The Option To Extend The Contract For Two One-Year Terms, For A Total Of Five Years, With No Cost To The City. This Contract Will Continue Giving People Options To Pay To Park Using A Smart Phone Or Other Electronic Device, Which The Marshals Office, Parking Enforcement Division, Already Have In Operation For Paying To Park And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. (B. Stroud)
- 9.P. Consider For The Approval A 3-Year Contract With Mitchell Time & Parking With The Option To Extend The Contract For Two One-Year Terms, For A Total Of Five Years. We Will Be Utilizing The National Cooperative Purchasing Alliance. This Contract Will Give The City Continued Support And Maintenance For The 16 Strada Pay Stations In The Downtown Area, Which The Marshals Office, Parking Enforcement Division, Already Have In Operation For Paying To Park And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. Funding Will Be From The Parking Management Fund. (B. Stroud)
- 9.Q. Consider For Approval The Purchase Of Fifteen (15) Vista HD Body Worn Cameras And Related Items To Supply Officers With Body Worn Cameras For A Total Price Of \$20,025.00, Which Will Be Funded From The Police Academy Minor Equipment Fund. (V. Hale)
- 9.R. Consider For Approval Minutes Of The April 23, 2020 Special Meeting, The April 30, 2020 Workshop And Regular Meeting, The May 28, 2020 Workshop And Regular Meeting, And The June 11, 2020 Special Meeting. (J. Williams)
- 9.S. Consider Approval Of A Contract With RAC Industries, LLC For Teichman Road Waterline (RFP #20-09) In The Amount Of \$2,551,033.65 And Approval Of A Total Project Cost Of \$2,621,033.65. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (D. Anderson)

10. ACTION ITEMS

- 10.A. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas Related To The Ongoing Public Health Emergency In The State Of Texas And City Of Galveston, Acknowledging Increase Risk Of Spread Due To Large Crowds Of Visitors To The Island, Reiterating Recommendations To The Citizens Of This City To Protect Themselves From Infection, And Encouraging Employers To Take Any Feasible Protective Measures To Protect Their Employees From Exposure, And Providing For Findings Of Fact And For An Effective Date.
Motion was made by Mayor Yarbrough, second by CM Collins, to approve Resolution No. 20-027. Unanimously approved.
- 10.B. Consideration Of Report On Litigation Seeking Injunctive Relief Related To The Unpermitted Conduct Of An Unpermitted Mass Gathering On The Galveston Seawall Known As Slab Beach Party And Taking Any Necessary Action Related Thereto. (Legal)
Motion was made by Mayor Yarbrough, second by MPT Brown, authorizing the City Attorney to file a restraining order until a permit can be issued safely and compelling the promoter to announce cancelation on social media. Unanimously approved.
- 10.C. Consideration Of Report On Case No. 20-0134 In Re City Of Galveston Before The Texas Supreme Court And Take Any Necessary Action Related Thereto. (Legal)
No action.
- 10.D. Discuss And Consider Appointments To The Following City Boards, Commission, And Committees:

Finance, Fiscal Affairs, and Investment Committee - District 2 - No action

Park Board of Trustees - Motion was made by Mayor Yarbrough, second by CM Collins, to appoint Maureen Patton, Jason Worthen, and Joan Marshall. Unanimously approved.

Recycling Ad Hoc Committee - District 4 - Motion was made by CM Hardcastle, second by Mayor Yarbrough, to appoint Stephanie Vasut. Unanimously approved.

Zoning Board of Adjustments - Alternate 2 Position - No action.

11. CONCLUDING REMARKS RELATED TO MAYOR'S SERVICE

Members of the City Council thanked Mayor Yarbrough for his leadership and dedicated service to the City during his tenure as Mayor.

12. ADJOURNMENT

The meeting was adjourned at 3:08 p.m.

Janelle Williams, City Secretary

Date Approved:

DRAFT



20PA-011 MEMORANDUM

TO: Craig Brown, Mayor Pro-Tem, and City Council Members
City Council

FROM: Catherine Gorman, AICP, Assistant Director/HPO
Development Services Department

DATE: July 15, 2020

RE: **20PA-11 (5228 Broadway /Avenue J, 5100 Sealy, Avenue I, and 5215 Winne/Avenue G)**
Request for action by City Council regarding plan for Public Housing for property commonly known as "Oleander Homes" as required by Article X (2)(7) of the Charter of the City of Galveston. Properties are legally described as M.B. Menard Survey (0-0), Block 232 and the South 1/2 of Adjacent Avenue I; M.B. Menard Survey (0-0), Block 291, 292, and Adjacent Streets; M.B. Menard Survey (0-0), Block 351 and Part of Adjacent Avenue H and 52nd Street; and M.B. Menard Survey (0-0), Block 352 and Part of Adjacent Avenue H and 52nd Street; in the City and County of Galveston, Texas.
Applicant: Michael Saunders, McCormack Baron Salazar, Inc.
Property Owner: The Galveston Housing Authority

McCormack Baron Salazar, Inc., on behalf of the Galveston Housing Authority, has submitted redevelopment plans for the site formerly known as Oleander Homes for review. Per the Galveston City Charter, the Planning Commission has the following Powers and Duties:

ARTICLE X. PLANNING

Section 2. Powers and Duties.

The Planning Commission shall have the following powers and duties:

1. Make, amend, extend, or add to a Master Plan for the physical development of the City;
2. Recommend to the Council approval or disapproval of proposed changes in the zoning plan;
3. Approve or disapprove the platting or subdividing of land within the corporate limits of the City and within adjacent areas as permitted by law;
4. Reserved;
5. Require information from the other departments of the City government in relation to its work;
6. Reserved;
7. **Recommend to the Council approval or disapproval of plans for slum clearance, public housing, and urban re-development and renewal projects.**

This type of request is not commonly heard. The last case to be reviewed by the Planning Commission and City Council was in 2013 for the Villas on the Strand.

The site is the location of the former Oleander Homes public housing complex. The complex was demolished following Hurricane Ike with the exception of the community center along Broadway.



Subject Location

The site is proposed to be redeveloped as a mixed-income development that will be operated by McCormick Baron Salazar, Inc., who also built and operate the Villas on the Strand and Cedars at Carver Park. This site will have the following unit mix:

- Market rate – 87
- Low Income Housing Tax Credit (LIHTC) – 87
- Public Housing – 174
- Total – 348

The LIHTC will target families earning 65% to 80% of the Area Median Income, which is \$78,800. The income limits for the LIHTC vary by income level and household size, Attachment B. For the public housing units, residents pay 30% of their income towards rent. The plans for the site are included as Attachment A.

PLANNING COMMISSION ACTION:

At the June 16, 2020 regular meeting, the Planning Commission voted to recommend approval of the public housing plans with the following condition:

1. A disaster mitigation, response, and recovery plan be submitted.

The vote was five in favor and one in opposition. The requested plan is included as Attachment C. Please note that the plan is subject to changes and updates in the future.



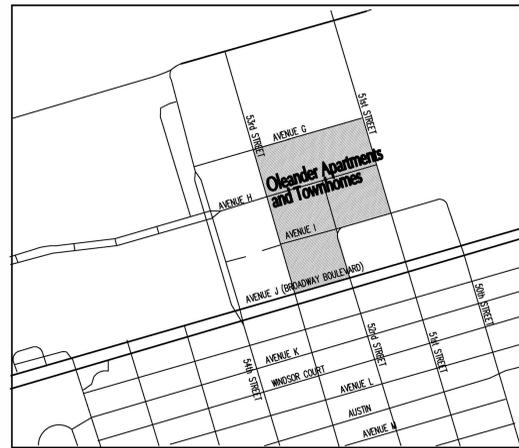
CITY COUNCIL ACTION:

Article X (2)(7) states that the Planning Commission is to make a recommendation to City Council regarding: slum clearance, public housing, and urban re-development and renewal projects. In the past, these types of requests have been placed for Action on the City Council agenda.

PLAN DEVELOPMENT NOTES:

- SITE PROPOSED ZONING CHANGE FROM (C) COMMERCIAL TO PD* PLANNED DEVELOPMENT
- DUMPSTER ENCLOSURES TO BE CONSTRUCTED OF STAINED ROUGH CEDAR FENCING WITH TUBE STEEL FRAMING
 - CONDENSING UNITS TO BE LOCATED ON THE ROOF OF THE 4 STORY BUILDINGS. THE TOWNHOME BUILDINGS ARE TO HAVE CONDENSING UNITS ON THE 2ND LEVEL BALCONIES.
 - ALL LANDSCAPING MUST COMPLY WITH CITY OF GALVESTON LANDSCAPE ORDINANCE ON ACCEPTABLE SPECIES.
 - LAMP POSTS ARE SHOWN ON THE SITE PLAN AND IDENTIFIED AS LP. WALL PACKS ARE SHOWN ON THE PLANS AND IDENTIFIED AS WP. LAMP POSTS ARE TO HAVE FULL CUT-OFF SHIELD WITH HEIGHT OF 12'-0" MAX. FIXTURE MUST PROVIDE MINIMUM OF 5 FOOT CANDLES AT BASE.
 - WALL PACK LIGHTING TO BE MOUNTED AT 10'-0" ANGLE OF BEAM IS ADJUSTED TO NOT ENCRUSH ON ADJACENT PROPERTY. FIXTURE MUST PROVIDE A MINIMUM OF 6 FOOT CANDLES AT SURFACE.

- ACCESSIBLE ROUTE
- FULLY ACCESSIBLE UNITS-5% OF TOTAL NUMBER OF EACH TYPE OF UNITS-REFER TO BUILDING PLANS FOR LOCATIONS ON EACH FLOOR-TOTAL: 7-A1, 8-B1, 1-C1, 1-D1=17 UNITS
- VISION AND HEARING IMPAIRED UNITS-2% OF TOTAL NUMBER OF EACH TYPE OF UNITS-REFER TO BUILDING PLANS FOR LOCATIONS ON EACH FLOOR-TOTAL: 3-A1, 4-B1, 1-C1=8 UNITS



VICINITY MAP

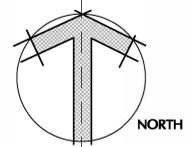
UNIT MIX ALL BLOCKS:

TYPE I	AREA	1ST FLOOR	2ND FLOOR	3RD FLOOR	TOTAL	%
UNIT A1	755 S.F.	1	6	6	13	33%
UNIT B1	976 S.F.	1	9	1	21	53%
UNIT C1	1218 S.F.	0	1	1	2	5%
UNIT D1	1820 S.F.	0	0	0	1	3%
TOTAL	7	16	16	39	39	100%
TYPE II	AREA	1ST FLOOR	2ND FLOOR	3RD FLOOR	TOTAL	%
UNIT A1	755 S.F.	13	13	39	65	45%
UNIT B1	976 S.F.	15	15	45	75	53%
UNIT C1	1218 S.F.	1	1	3	5	3%
TOTAL	29	29	29	87	87	100%
TYPE III	AREA	1ST FLOOR	2ND FLOOR	3RD FLOOR	TOTAL	%
UNIT A1	755 S.F.	9	9	27	45	45%
UNIT B1	976 S.F.	9	11	31	51	51%
UNIT C1	1218 S.F.	2	0	0	2	2%
TOTAL	20	20	20	60	60	100%
UNIT TH-2	1271 S.F.	12 UNITS	3 TYPE III BUILDINGS=180 UNITS			
UNIT TH-3	1599 S.F.	26 UNITS				
UNIT TH-4	1907 S.F.	4 UNITS				
TOTAL	42 UNITS	TOTAL UNITS ALL BLOCKS: 348 UNITS				

REQUIRED PARKING: 348 UNITS 1.25=435 SPACES
 PARKING PROVIDED:
 64 SURFACE 15 HC 356 STANDARD GND COVERED TOTAL 435 SPACES
 DENSITY: 44.55 UNITS/ACRE +32 ON STREET

ALL BLOCKS

- TOTAL SITE AREA: 439,085 S.F. 10.08 ACRES
- BUILDING FOOTPRINTS:**
- 1 BUILDING TYPE I: 21,436 S.F.
 - 1 BUILDING TYPE II: 36,208 S.F.
 - 3 BUILDING TYPE III: 25,291 S.F.
 - 5 BUILDING TYPE IV: 2442 S.F.
 - 4 BUILDING TYPE V: 2559 S.F.
 - 3 BUILDING TYPE VI: 4154 S.F.
- TOTAL BUILDING FOOTPRINTS: =166,305 S.F.
- PAVING AND SIDEWALKS:** 74,546 S.F.
SM PLANTERS: 23,880 S.F.
TOTAL GREENSPACE: 171,781 S.F. 39%
TOTAL IMPERMEABLE AREA: 253,759 S.F. 58%
- GREENSPACE:**
 BOSWALS: 41,756 S.F.
 SW PLANTERS: 23,880 S.F.
 TOTAL GREENSPACE: 171,781 S.F. 39%
 TOTAL IMPERMEABLE AREA: 253,759 S.F. 58%



01 OVERALL SITE PLAN

SCALE: 1"=40'-0"



DRAWN BY: D.P.H.F.S.G.
 CHECKED BY: R.P.G.
 DATE: 03.16.2020
 ISSUED FOR PERMIT: XX.JX.2020
 ISSUE FOR PRICING: XX.JX.2020
 ISSUE FOR CONSTRUCTION: XX.JX.2020
 REVISIONS:

R P G A
 DESIGN GROUP, INC.
 Architecture Space Planning Interiors
 101 S. Jennings Ave., Suite 100 Fort Worth, Texas 76104
 817.332.9477 Fax: 817.332.9497 Metro: 972.465.6425

OLEANDER MULTI-FAMILY APARTMENTS & TOWNHOMES
 A 315 UNIT DEVELOPMENT
 GALVESTON, TEXAS

SCALE VALID ONLY IF DATED AND DATED
 PROJECT NO. 080820-SR-1
 SHEET NO. A-1.01



Texas Department of Housing and Community Affairs Rent and Income Limits¹ (As of 4/1/2020)

Project: Oleander Redevelopment

Instructions:

- (1) Choose the county in which your project is located.
- (2) If your project is located within the boundaries of one of the designated places listed in the drop down menu then make the appropriate selection. If the location is not listed, then choose the "Not Listed" option.
- (3) Please select the financing applicable for your project. Units financed with HOME, NSP, or tax exempt bonds and 4% tax credits are not eligible to use the National Non-Metro limits.
- (4) Choose the date the first building in the project (as defined on line 8b of the 8609) was placed in service or for State Housing Trust Fund, the date of your LURA. For HOME, NSP or National Housing Trust Fund, select "N/A."
- (5) Select the date based on the execution date of your property's Carryover Agreement, Determination Notice or Subaward Agreement Date. For State Housing Trust Fund, select the date of your LURA. For HOME, NSP or National Housing Trust Fund select "N/A." See footnote 3 for more details.

PLEASE COMPLETE ALL FIELDS.

(1) County: Galveston

(2) Place:² Galveston

(3) Financing: 4% Housing Tax Credits

(4) Project PIS Date: On or After 5/17/2020

(5) Carryover / Determination Notice / Subaward Agreement Date:
On or After 5/17/2020

INCOME LIMITS

2019 Area Median Income: \$78,800

AMFI %	Number of Household Members							
	1	2	3	4	5	6	7	8
20	\$ 11,040	\$ 12,620	\$ 14,200	\$ 15,760	\$ 17,040	\$ 18,300	\$ 19,560	\$ 20,820
30	\$ 16,560	\$ 18,930	\$ 21,300	\$ 23,640	\$ 25,560	\$ 27,450	\$ 29,340	\$ 31,230
40	\$ 22,080	\$ 25,240	\$ 28,400	\$ 31,520	\$ 34,080	\$ 36,600	\$ 39,120	\$ 41,640
50	\$ 27,600	\$ 31,550	\$ 35,500	\$ 39,400	\$ 42,600	\$ 45,750	\$ 48,900	\$ 52,050
60	\$ 33,120	\$ 37,860	\$ 42,600	\$ 47,280	\$ 51,120	\$ 54,900	\$ 58,680	\$ 62,460
70	\$ 38,640	\$ 44,170	\$ 49,700	\$ 55,160	\$ 59,640	\$ 64,050	\$ 68,460	\$ 72,870
80	\$ 44,160	\$ 50,480	\$ 56,800	\$ 63,040	\$ 68,160	\$ 73,200	\$ 78,240	\$ 83,280
120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

RENT LIMITS

AMFI %	Number of Bedrooms					
	0	1	2	3	4	5
20	\$276	\$295	\$355	\$410	\$457	\$504
30	\$414	\$443	\$532	\$615	\$686	\$757
40	\$552	\$591	\$710	\$820	\$915	\$1,009
50	\$690	\$739	\$887	\$1,025	\$1,143	\$1,261
60	\$828	\$887	\$1,065	\$1,230	\$1,372	\$1,514
65						
70	\$966	\$1,035	\$1,242	\$1,435	\$1,601	\$1,766
80	\$1,104	\$1,183	\$1,420	\$1,640	\$1,830	\$2,019

1. The Texas Department of Housing and Community Affairs (the "Department" or TDHCA) has posted to its website the 2020 Income and rent limit tool. This tool was developed for use by TDHCA staff, primarily in the Compliance Division, to determine whether income and rent limits prescribed by law were being met, and the tool is being shared with the public solely as a courtesy. This tool is NOT to be considered as either a definitive or exclusive statement or application of law or as legal advice. Neither the tool itself nor any output from or conclusions drawn from the tool may be relied upon as conclusively correct information or used as a defense to any contrary determination, finding, conclusion, or assertion by any relevant or cognizant oversight or enforcement entity (including TDHCA) of an applicable rent or income limit. Again, these are simply the income and rent limits that the Department expects to use when monitoring. It is anticipated that from time to time as the Department identifies aspects of the tool that it needs to amend, correct, or improve, it will do so, but the Department cannot and does not commit to providing notifications or changes to the tool as posted on its website or as used by TDHCA staff.

2. The "Place" field is used to determine whether the property is eligible to use the National Non-Metropolitan Median Income limits. Not all Places or Cities in Texas are shown. If you are located outside of the boundaries of a designated Place then select "Not Listed" even if your mailing address reflects the place name.

3. The 'Carryover / Determination Notice / Subaward Agreement Date' field is used to determine whether the property's gross rent floor is based upon a different set of income limits than those used to qualify tenants. For a competitive or 9%

4. The 2020 Housing Tax Credit limits are effective 4/1/2020. The NSP income limits are effective 6/28/2019. The Community Planning Division (CPD) of HUD released the 2019 HOME Program income limits effective 6/28/2019 and rent limits that are effective for all new leases and lease renewals after 6/28/2019. The National Housing Trust Fund income and rent limits are effective 6/28/2019.

5. For Housing Tax Credit project(s) that place in service or execute a Carryover Agreement within 45 days after HUD releases the MTSP Income limits where the newly released limits reflect a decrease, IRS Revenue Ruling 94-57 allows the owner to rely on either limit.

McCORMACK
BARON
MANAGEMENT

Property Name Apartments

EMERGENCY PROCEDURES

EVACUATION PROCEDURES

- **DON'T PANIC!**
- **REMAIN CALM AND REMEMBER, YOUR SAFETY COMES FIRST!**

All residents are **REQUIRED** to respond appropriately to emergency alarms, regardless of whether the alarm is a genuine emergency or may be a “false alarm.” Residents who are able, must leave their apartments and proceed toward the NEAREST SAFE EXIT.

Please make sure that you have read and understand the following procedures and keep available in your apartment.

EVACUATION ASSISTANCE

A list of residents who may require special evacuation assistance (for instance, those with sight, hearing, or mobility impairments) will be made available to emergency personnel. This will alert them to those in the building who have special needs. The office will have a copy of the list and ensure it is available always. **Please notify Management if you anticipate needing assistance to safely evacuate the building.** The list is updated often ensuring all information is current.

Use the “buddy system.” If you think you will require special evacuation assistance, consider asking another resident whose apartment is near yours to be your “buddy” in case of emergency. If this person is willing, plan for how he or she will help you either exit the building.

During an emergency, if you encounter a resident who needs help and if the resident can use stairs with assistance, assist the resident to the nearest safe stairwell and down. (i.e. someone who is sight or hearing impaired or unable to walk alone)

Sheltering in place: If you are unable to use stairs remain in your apartment, put a wet towel across the bottom of the apartment door, any vents through which smoke might enter the apartment and then proceed to drape a white towel or flag out the window of the apartment to alert emergency personnel to your presence. Remain in your apartment until emergency personnel can reach you.

FIRE PROCEDURES

FIRE IN YOUR APARTMENT

Evacuate the apartment through the NEAREST SAFE EXIT. Call 911 and **notify building management immediately** that there is a fire in your apartment. **CLOSE YOUR FRONT DOOR** so the fire will not spread as you exit the apartment. If the fire is in an interior room and you can shut the door to that area do so. (i.e. bedroom fire – shut bedroom door).

Do not use your apartment telephone to call for help because the fire might spread more rapidly than you anticipate. Wait until you are in a safe area to call 911 and report the fire. Give the name, address, telephone number, and the apartment number where the fire is located, and whether there are any persons needing medical attention.

FIRE OR SMOKE IN ANOTHER APARTMENT

If the fire alarm sounds, stop what you are doing. Go directly to your apartment door and before you open it, feel to see if it is **HOT**. Do not check by touching the metal doorknob. If the door is hot, do not open it. Place a wet towel at the bottom. Go to your window and drape a white towel or sheet out of the window to signal to emergency responders that you are in the apartment. If the door is cool, proceed out of your apartment and close the door behind you. Once outside, move away from the building and gather in the parking lot. If you think someone is still inside the building, notify emergency personnel or building management immediately.

RE-ENTERING THE BUILDING

DO NOT re-enter the apartment for any reason until the “all clear” signal has been given by emergency personnel.

Over-The-Range Fire Suppression Systems or Fire Extinguishers

As unattended cooking fires are the number one cause of household fires your apartment may be equipped with either a fire extinguisher or the over-the-range suppression system. All such equipment is provided as a convenience and are in no way intended to provide any level of safety to person or property, only as a method of decreasing the size of a fire loss if possible.

*Should either a fire extinguisher or over-the-range fire suppression system discharge you **MUST** notify the management office **IMMEDIATELY!***

McCormack Baron Management

TORNADO PROCEDURES

PREPARE AN EMERGENCY DISASTER KIT (SEE ATTACHED SUGGESTED LIST)

Keep a list of emergency contacts with your emergency supplies and also give copies to trusted friends or neighbors. Update the list as needed.

TORNADO WATCH VS. TORNADO WARNING

Know the difference between a **Tornado Watch** and a **Tornado Warning**.

- A **Tornado Watch** means that conditions are favorable for a tornado to develop. In this case, you should listen to the television or radio to stay informed about weather developments, and be prepared to act if necessary.
- A **Tornado Warning** means that a tornado has been sighted in the area. You may hear the local civil disaster sirens activated, but you may not. Thus, it is important that you pay attention to radio or television updates during a Tornado Watch. If a Tornado Warning is issued for your area, you should take shelter immediately!

TAKE COVER PLAN

In the event of a Tornado Warning, you will have only minutes to take shelter.

Keep the following in mind:

- Get to the lowest level possible
- Put as many walls between you and the tornado as possible
- Stay away from windows, exterior doors, mirrors, and other sources of dangerous debris
- Cover yourself by any means available, to protect from flying debris
- DO NOT use the elevators or stairwells with a lot of glass
- DO NOT stop to open windows—it will not help

Ground Floor or Second Floor:

If your apartment is on the ground floor or second floor, take shelter in your bathroom, since there are no windows there. Shut the bathroom door and get into the tub or shower. If possible, crouch on the floor and cover your head and neck with your arms. If you have access to heavy clothing, blankets, or furniture cushions, cover yourself with those to protect yourself from flying debris.

McCORMACK BARON MANAGEMENT

Third Floor and above (if applicable):

The top floor is the most dangerous floor in a tornado—you must evacuate if possible!

If you can use stairs, exit your apartment, shut the door, and **use the fire stairs to descend to the lowest floor possible**. Take shelter in an interior area away from windows and doors. Please make room for as many other people as possible. If you are able, crouch on the floor and cover your head and neck with your arms. If you have access to heavy clothing, blankets, or furniture cushions, use those to cover yourself as much as possible to protect from flying debris.

If you are not able to use stairs, take shelter in your **bathroom**. If possible, crouch on the floor of the bathtub or closet and cover your head and neck with your arms. If you have access to heavy clothing, blankets, or furniture cushions, use those to cover yourself as much as possible to protect from flying debris.

AFTER THE TORNADO

DO NOT move around until you hear an “all clear” signal being given. Check people around you for injuries. Begin first aid or seek help as needed.

EARTHQUAKE PROCEDURES

Unless you are near the epicenter of an earthquake, what you will feel is the earth pitching and rolling like the deck of a ship for several seconds. The motion is frightening, but unless it shakes something down on top of you, it is harmless. It is indicated an individual’s chances of surviving a major earthquake are excellent.

WHEN AN EARTHQUAKE HITS

If you are in your apartment, remain in your apartment. Stand under a doorway, away from heavy objects that may fall. If unable to get to a doorway, stay where you are and try to cover yourself with blankets, clothing, furniture cushions, or anything that might protect you from falling objects. Turn your head away from windows.

If you are in a common area of the building, such as the Activity Room or Dining Room, DO NOT move to the exits or try to leave the building. Instead, take shelter under a table or other heavy furniture. Turn your head away from windows.

If you are outside the building, stay away from the building and move to an open area that is away from falling objects and power lines. Get as low to the ground as possible.

MCCORMACK BARON MANAGEMENT

If you are in a wheelchair, stay in it. Move under a doorway if possible. Lock your wheels, and protect your head with your arms.

If you leave your apartment remember to take your disaster supply kit with you.

These are some helpful tips on how to prepare your apartment before an earthquake.

- Arrange your apartment so that sofas, tables, and beds are away from windows and heavy objects that could fall on you, such as bookcases.
- Make sure that pictures and other wall hangings are firmly secured to walls.
- Place heavy objects on the lowest shelves of bookcases, cabinets, etc.

REMEMBER

IF YOUR APARTMENT CAN NO LONGER BE OCCUPIED

In the event of a major disaster, it may not be safe to stay in or return to your apartment for an extended period. It is important that you have a plan for handling such a situation. Please be sure to consider the following:

CONTACTING YOUR FAMILY OR LOVED ONES

You and your family members should have a plan for how you will get in touch with each other and/or meet up if a disaster occurs and telephone lines are down.

EMERGENCY ACCOMMODATIONS

You should have a plan for where you will go if a disaster keeps you from returning to your own apartment. Make sure you have discussed with your family and/or friends whether they have room for you in the event you need a place to stay in an emergency, and how you can get there.

FLOODING SAFETY

Be aware of flood hazards no matter where you live or work, but especially if you are in low-lying areas, near water, behind a levee or downstream from a dam. Even very small streams, gullies, creeks, culverts, dry streambeds or low-lying ground that appear harmless in dry weather can flood

Floods are one of the most common hazards in the United States, however not all floods are alike. Some floods develop slowly, while others such as flash floods can develop in just a few minutes and without visible signs of rain. Additionally, floods can be local, impacting a neighborhood or community, or very large, affecting entire river basins and multiple states. Flash floods can occur within a few minutes or hours of excessive rainfall, a dam or levee failure, or a sudden release of water held by an ice jam. Flash floods often have a dangerous

McCORMACK BARON MANAGEMENT

wall of roaring water carrying rocks, mud and other debris. Overland flooding, the most common type of flooding event typically occurs when waterways such as rivers or streams overflow their banks because of rainwater or a possible levee breach and cause flooding in surrounding areas. It can also occur when rainfall or snowmelt exceeds the capacity of underground pipes, or the capacity of streets and drains designed to carry flood water away from urban areas.

TO PREPARE FOR A FLOOD, YOU SHOULD:

- Have your emergency disaster kit ready and make a family communications plan

During a Flood

- If a flood is likely in your area, you should:
- Listen to the radio or television for information.
- Be aware that flash flooding can occur. If there is any possibility of a flash flood, move immediately to higher ground. Do not wait for instructions to move.
- Be aware of stream, drainage channels, canyons and other areas known to flood suddenly. Flash floods can occur in these areas with or without typical warnings such as rain clouds or heavy rain.

If you must prepare to evacuate, you should do the following:

- Secure your home. If you have time, bring in outdoor furniture. Move essential items to an upper floor.
- Turn off utilities at the main switches or valves if instructed to do so.

If you must leave your home, remember these evacuation tips:

- Do not walk through moving water. Six inches of moving water can make you fall. If you must walk in water, walk where the water is not moving. Use a stick to check the firmness of the ground in front of you.
- Do not drive into flooded areas. If floodwaters rise around your car, abandon the car and move to higher ground, when water is not moving or not more than a few inches deep. You and the vehicle can be swept away quickly. If your vehicle is trapped in rapidly moving water, stay in the vehicle. If the water is rising inside the vehicle, seek refuge on the roof.
- Do not camp or park your vehicle along streams, rivers or creeks, particularly during threatening conditions.

McCormack Baron Management

AFTER THE FLOOD

Although floodwaters may be down in some areas, many dangers still exist. Here are some things to remember in the days ahead:

- Use local alerts and warning systems to get information and expert informed advice as soon as available.
- Avoid moving water.
- Stay away from damaged areas unless your assistance has been specifically requested by police, fire, or relief organization.
- Emergency workers will be assisting people in flooded areas. You can help them by staying off the roads and out of the way.
- Play it safe. Additional flooding or flash floods can occur. Listen for local warnings and information. If your car stalls in rapidly rising waters, get out immediately and climb to higher ground.
- Return home only when authorities indicate it is safe.
- Roads may still be closed because they have been damaged or are covered by water. Barricades have been placed for your protection. If you come upon a barricade or a flooded road, go another way.

WALKING OR DRIVING IN AREAS THAT HAVE BEEN FLOODED

Stay on firm ground. Moving water only 6 inches deep can sweep you off your feet. Standing water may be electrically charged from underground or downed power lines.

Flooding may have caused familiar places to change. Floodwaters often erode roads and walkways. Flood debris may hide animals and broken bottles, and it's also slippery. Avoid walking or driving through it.

- Be aware of areas where floodwaters have receded. Roads may have weakened and could collapse under the weight of a car.
- Stay out of any building if it is surrounded by floodwaters.
- Use extreme caution when entering buildings; there may be hidden damage, particularly in foundations.

STAYING HEALTHY AFTER A FLOOD

A flood can cause physical hazards and emotional stress. You need to look after yourself and your family as you focus on cleanup and repair.

- Avoid floodwaters; water may be contaminated by oil, gasoline or raw sewage.
- Listen for news reports to learn whether the community's water supply is safe to drink
- Clean and disinfect everything that got wet. Mud left from floodwaters can contain sewage and chemicals.

MCCORMACK BARON MANAGEMENT

- Rest often and eat well.
- Keep a manageable schedule. Make a list and do jobs one at a time.
- Discuss your concerns with others and seek help. Contact Red Cross for information on emotional support available in your area.

YOUR RIGHTS AND RESPONSIBILITIES

If a disaster keeps you from returning to your apartment, **it is very important that you inform Management of where you are going and how we can contact you.** Please give us the address and telephone number where we can reach you, along with an alternate contact name (friend or relative). We will contact you with updates about the condition of the facility and when you can return. Once we notify you of the date when the apartment will be available to occupy again, you will have the responsibility to respond to us within 30 days to inform us of whether you intend to return and when. Therefore, it is very important that we know how to contact you.

If the property manager's office is not open due to the disaster, you can reach McCormack Baron Management, Inc. at (314) 421-1160.

Depending on the conditions, you may not be able to access your apartment or your possessions at all. For this reason, it is important to have your emergency disaster supply kit as described above, that you can take with you if you must leave.

Management will make every effort to secure the building and protect its contents in the event of a disaster. However, we cannot guarantee that your possessions will be secure. You should take valuable items (jewelry, cash and credit cards, etc.) with you. It is also important that you have Renter's Insurance or some other insurance policy that covers your household goods and belongings in the event they are damaged or destroyed. Management's insurance coverage for the building will not cover replacement of your personal belongings. Make sure you understand exactly what is covered by your policy and what exclusions may apply. If a disaster occurs, it is your responsibility to call your insurance company and initiate a claim for possible damage to your personal property.

Residents who are affected by a disaster may be eligible for certain benefits from the Federal Emergency Management Agency (FEMA). These benefits may include temporary housing. It is your responsibility to contact FEMA to initiate a claim. You can contact FEMA at 1-800-621-3362 or online at www.fema.gov.

McCormack
Baron
Management

ACKNOWLEDGEMENT

I, _____ acknowledge that I have received a copy of the Property **Name** Apartments Emergency Procedures. I agree to keep these procedures in a safe place in my apartment and review them periodically to ensure my own safety and the safety of others in the event of a disaster.

Signature

Date

SAMPLE

PREPARING AN EMERGENCY DISASTER SUPPLY KIT

We recommend keeping these items in a small bag or suitcase with wheels that you can quickly take with you.

Assemble the following items in a small box or bag you can carry with you:

- First aid supplies
- Flashlight
- Small battery-powered radio
- Extra batteries
- Bottled water
- Non-perishable food
- Supply of any essential medications you take (make sure they are not expired)
- Extra hearing aid battery (if applicable)
- Whistle
- Notebook and pencils, if you have any difficulty communicating

Prepare a list of your special needs and vital information:

- Medical conditions or disabilities
- Allergies
- Medicines you are taking
- Special equipment or supplies needed
- Names and phone numbers of your doctors
- Names and phone numbers of relatives or other emergency contacts

Keep this list with your emergency supplies and also give a copy to trusted friends or neighbors.

Disaster Supply Kit

Help protect your family against potential weather disasters and emergency situations by compiling an emergency supply kit. The kit can be assembled over a five-month period on a weekly basis. Perishable items should be changed or replaced every six months.

The essentials



Battery-operated radio



Flashlight



Extra batteries

*Do not include candles, which cause more fires after a disaster than anything else

Water

- 3 gallons/person, minimum, in a food-grade, plastic container
- Additional water for sanitation

Food

Minimum three-day supply of non-perishable food that requires no refrigeration or preparation and little or no water.

- Dry cereal
- Peanut butter
- Canned fruits
- Canned vegetables
- Canned juice
- Ready-to-eat canned meats
- Ready-to-eat soups (not concentrated)
- Quick energy snacks, graham crackers

First aid kit

Create one for your home and one for each car.

- Scissors
- Thermometer
- Tweezers
- Needle
- Sunscreen
- Cleansing agent/soap
- Latex gloves (2 pairs)
- Tongue blades (2)
- Moistened towelettes
- Assorted sizes of safety pins
- 2" sterile gauze pads (4-6)
- 4" sterile gauze pads (4-6)
- 2" sterile roller bandages (3 rolls)

- 3" sterile roller bandages (3 rolls)
- Triangular bandages (3)
- Petroleum jelly or other lubricant
- Sterile adhesive bandages in assorted sizes

Non-prescription drugs

- Laxative
- Anti-diarrhea medication
- Aspirin or non-aspirin pain reliever
- Antacid (for stomach upset)
- Activated charcoal (use if advised by the Poison Control Center)
- Syrup of ipecac (use to induce vomiting if advised by the Poison Control Center)

Tools and supplies

Create one for your home and one for each car.

- Whistle
- Crowbar
- Paper, pencil
- Medicine dropper
- Needles, thread
- Signal flare
- Assorted nails, wood screws
- Plastic storage containers
- Cash or traveler's checks, change
- Tape, duct and plumber's tape or strap iron
- Patch kit and can of seal-in-air for tires
- Shut-off wrench, to turn off household gas and water
- Aluminum foil

- Plastic sheeting
- Compass
- Matches in a waterproof container
- Pliers, screwdriver, hammer
- Heavy cotton or hemp rope
- Non-electric can opener, utility knife
- Mess kits, or paper cups, plates and plastic utensils
- Map of the area (for locating shelters)

HURRICANE SITE PREP LIST

MANAGEMENT

- Notify residents of approaching storm via written notice by posting on all doors.
- Identify elderly and disabled residents and begin contacting to assist with storm preparations.
- Place resident contact information forms on all doors and ask residents to update who is staying and who is leaving with Social Services.
- Provide security officer with a resident list and obtain confirmation of who is planning to evacuate.
- Place "Drop Box" at each office.
- Confirm the intentions of all staff and ensure that they can safely evacuate the City. Re-confirm the post storm return plan with each staff member.
- Update all resident contact information into Yardi and print a copy for all staff.
- Unplug all electrical equipment.
- Protect all computer equipment by placing it in plastic bags.
- Protect all important on-site papers by securing them in file cabinets.
- Provide notice to all residents that management will no longer be providing services until the storm has passed and that they remain at their own risk.
- Remind residents to take their pets and to clear their refrigerators.
- Confirm that security has access to supplies, keys and has loss of power procedures.
- Evacuate the City and advise the property Supervisor that the on-site office is being shut down.

MAINTENANCE

- Check that all windows and doors are operable and secure.
- Lock and secure all clubhouse doors, windows, etc.
- Advise any contractors working on the site to secure their work-site and to be prepared to remove all exterior equipment they have on the site.
- Photograph exterior of all buildings
- Photograph interior and exterior of all common areas
- Perform a final check of the property for any potential loose items or other concerns.
- Confirm that all contractors on-site have shut down their work and removed all equipment on the site.

MAINTENANCE INSPECTION

- Roof drains, scuppers, gutter and downspouts are clear.
- Storm Drains and parking lot drains are clear.
- All windows and doors are operable and secure.

2020 Hurricane Preparedness Plan

Introduction

The Ownership of the property, the property management firm and the on-site management staff (hereinafter referred to as the Management) recognize the need to protect employees, the asset, and to the extent possible, residents of the property during an emergency or disaster situation. This document and the supporting schedules will serve as a guideline to Management in the event of a hurricane/severe weather approaching the property. Hurricane season begins on June 1, of each year and continues through November 30.

It is the position of Management that once all property storm preparedness procedures are completed, all staff should heed the warning of government officials and evacuate the City should a mandatory evacuation be issued. Any staff that chooses to stay in the City or at the Property will be doing so at the objection of Management and Management cannot assure the staff's safety.

Management strongly suggests that all Residents heed the warning of City and Government officials and vacate the property and the City when requested to do so. Despite our strong recommendations and warning to our residents, Management is ultimately unable to "force" the residents to leave the property. No attempts should be made by staff to physically remove residents. Should a "special-needs" situation arise in preparation of an approaching storm, police or rescue authorities should be contacted and notified of the situation.

Pre-Hurricane Season Planning

On May 1st of each year:

The on-site staff will provide Management with an updated **Emergency Contact List**. Management will provide a copy of the list to riskmanagement@mccormackbaron.com for future use.

On or around June 1 of each year:

The on-site staff will conduct a Hurricane Preparedness Seminar for all residents of the property. This seminar will provide site staff the opportunity to offer tips to the residents on how to prepare in case of a hurricane or mandatory evacuation.

The on-site staff will confirm that all **emergency storm supplies** are on-hand and available for the staff in the event of an approaching storm. The list of supplies will include the following:

- 2 way radios
- First Aid Kit
- Insect Repellent
- Five quality flashlights with extra batteries
- Large Garbage/Plastic Bags for covering up computer equipment
- 5 Disposable cameras
- Pens/Paper
- Bottled Water
- Keys to all common and critical doors
- Duct tape
- Fire extinguishers
- Hard Copy of resident and staff contact list
- Push brooms and squeegees
- Wet/Dry Vacuum
- Mops
- Buckets

Hurricane Preparation Procedures

Storm Forms in the Caribbean or Gulf:

On-site management to confirm:

- Security staff is prepared to cover all shifts throughout the storm and names and contact numbers of the individuals are distributed to management.
- Intentions and planned evacuation of all staff in the event that storm approaches.

On-site maintenance staff to visually inspect:

- Roof drains, scuppers, gutter and downspouts are clear.
- Storm Drains and parking lot drains are clear.
- All windows and doors are operable and secure.

Tropical Storm or greater strength is in Gulf with property in projected Path:

On-site management to confirm:

- Notify residents of approaching storm via written notice by posting on all doors.
- Place resident contact information forms on all doors and ask residents to update who is staying and who is leaving with property management.
- Provide security officer with a resident list and obtain confirmation of who is planning to evacuate.
- Place “Drop Box” at each office.

On-site maintenance staff to:

- Lock and secure all clubhouse doors, windows, etc.
- All windows and doors are operable and secure.
- Advise any contractors working on the site to secure their work-site and to be prepared to remove all exterior equipment they have on the site.
- Photograph exterior of all buildings
- Photograph interior and exterior of all common areas

Cat 1 or greater projected to hit area within 24-48 hours and Mandatory Evacuation has been ordered by the City:

On-site management to:

- Confirm the intentions of all staff and ensure that they can safely evacuate the City. Re-confirm the post storm return plan with each staff member.
- Update all resident contact information into Yardi and print a copy for all staff.
- Protect all computer equipment by placing it in plastic bags.
- Protect all important on-site papers by securing them in file cabinets.
- Provide notice to all residents that management will no longer be providing services until the storm has passed and that they remain at their own risk. Remind residents to take their pets and to clear their refrigerators.
- Confirm that security has access to supplies and keys and has loss of power procedures.
- Evacuate the City and advise the property Supervisor that the on-site office is being shut down.

On-site maintenance staff to:

- Perform a final check of the property for any potential loose items or other concerns.
- Confirm that all contractors on-site have shut down their work and removed all equipment on the site.
- Evacuate the City.

Post Storm Procedures – No Damage to Property or City

All property personnel are to report back to the property as soon as possible to help assist the residents in their return to the property. Procedures to immediately address upon returning:

On-site management to:

- Meet with security to determine if there were any reported events or damage at the property during management's absence.
- Immediately contact supervisor if any events occurred and immediately document any incidents and take pictures if appropriate for the situation.
- Assist maintenance in performing a complete walk through of the property.
- Put the on-site office back in order and advise supervisor when the office is reopen.

On-site maintenance staff to:

- Check with security to confirm if any damages need to be addressed and if necessary, contact appropriate vendors if required.
- Walk entire to property to confirm there is no damage.

Post Storm Procedures for Property – Anticipated damage to Property

Once it is declared safe to return to City, all property personnel should report back to the property as soon as possible to help assist in the securing of the property and assisting residents in their potential return. Procedures to immediately address upon returning:

On-site management to:

- Meet with security to determine if there were any reported events or damage at the property during management's absence.
- Immediately contact supervisor if any events occurred and immediately document any incidents and take pictures if appropriate for the situation.
- Assist maintenance in performing a complete walk through of the property.
- Coordinate with maintenance any remediation or repairs that are important to the property.

On-site maintenance staff to:

- Check with security to confirm the extent of the damages that need to be addressed and if necessary, contact appropriate vendors if required.
- Work with management to confirm repair priority.
- Shut down any major utilities or equipment should it be deemed to be in the safety interest of the property.
- Photograph all damage

Post Storm Procedures for Property – Substantial Damage to Property

Once it is declared safe to return to the site location, all property personnel should report back to the property as soon as possible to help assist in the securing of the property and assisting residents in their potential return. Procedures to immediately address upon returning:

In the event that the property is determined by management to be substantially damaged and not safe to enter by our residents, we will advise security to deny access to the area until such time as the area is deemed safe. All residents that are occupying the property will be encouraged to leave and if they refuse to do so, the authorities (police and fire) should be contacted and advised of the situation and request that they advise the residents to leave for their own safety. However, at no time should a staff member attempt to physically remove a resident from the property.

The staff should immediately take pictures of all damaged areas and put the pictures/camera in an area for safe keeping. The on-site manager should then proceed to document in writing any visible damages and obtain first hand accounts of any incidents or damages that were witnessed. The manager should get names and numbers of all people that provide comments.

Maintenance should determine if any of the utilities to the property should be shut down to avoid potential damage to the property. If disconnecting such utilities is deemed appropriate, call the utility company and advise them of the situation.

Entering the Units

Access to the units will be denied to all residents and visitors until such time that management determines that it is safe to return. Staff members should use extreme caution and should stay out of the units until it is determined that it is safe to enter. Management will determine what, if any, additional security requirements are required at the property.

On-site staff should limit their access to the units until such time as the all clear is provided for that particular unit.

Access to the Units

Normal Re-occupancy

Once the unit has been deemed re-accessible by Management, all residents must sign a “**Resident Re-entry form**” and access to the property must be coordinated based on the then current conditions of the property.

Access to retrieve personal items

If access to the property is being limited to the removal of personal property due to damage, the resident must be presented a notification letter and sign a “**Resident Re-entry Form**” or they should be denied access to the property.

Hurricane Season Notification to Residents

Planning Ahead

Living with the threat of a serious hurricane is part of living in many areas of the country. You must plan ahead in the event of this weather emergency. Residents should develop their own personal emergency plans in the event the area is threatened by a hurricane. These plans should include your destination and transportation arrangements.

Preparing for the Storm – Contact Information

- Your first step in preparing for a hurricane should be to develop a personal emergency response plan. It is imperative that you provide the on-site management office with updated contact information for you and your family. We request that you take a moment and fill out the attached **Resident Contact Form** to ensure we will be able to contact you in the event of a disaster. Please drop this in the **Drop Box** located at the office.

Rental and flood insurance - Purchase insurance for and inventory your personal possessions. As a renter of a property, you must insure your personal property as it will not be covered by the property/building insurance. **IF YOU DO NOT HAVE PERSONAL PROPERTY OR “RENTERS” INSURANCE, YOU SHOULD SEEK SUCH COVERAGE IMMEDIATELY FROM YOUR INSURANCE AGENT.**

Prepare your apartment - Pick up all items from the floors and store in drawers and closets. Move upholstered furniture away from windows. Close and lock your windows. Bring inside any items you may have on balconies. Turn refrigerator and freezer temperature gauges to maximum. Open only when absolutely necessary and close quickly. Unplug stereos, TVs, electronic equipment and lamps.

Pets - In the event that you evacuate, it is mandatory that you take all pets with you. *No exceptions.*

Refrigerator - Prior to vacating the property, you should consider taking or disposing of all perishable items in your refrigerator and place them in the garbage. Another option is to buy large Ziploc bags so that you can place food items in the bags and you can take them with you or you can leave some items sealed in the bags. **Many residents purchase ice chests so that they can take food items with them when they evacuate so they have a source of food and drinks for a long evacuation drive.**

Computers and electronics - Back up computer data and take a copy with you. Cover your computer and other electronic equipment with plastic sheeting or large plastic garbage bags.

Protect important documents - Place your documents in waterproof containers and take with you or store at the highest, most secure point in your room or apartment.

Your vehicle - Check all fluids and tire pressures (including spare). If you leave your vehicle at the property, be reminded that any damage to your car will not be the responsibility of the property or management.

Have cash on hand - ATMs will not operate should the area experience a power failure.

Evacuation Routes - Consult your local TV and radio station for the route nearest you. Many cities have evacuation routes on their local websites.

Responding to the Storm - Whenever a hurricane threatens the property will initiate its hurricane procedures. **The property management and maintenance staff will be required to leave the City prior to the storm so you should not anticipate being able to communicate with the management office pending the storm impact. Also, many of the building life safety systems will be compromised in the event that the building loses power so remaining at the property during a mandatory evacuation is not recommended and may be dangerous.**

It is critical that you monitor bulletins issued by governmental authorities. When responding to any evacuation order, you should seek shelter outside of the city. Use your prearranged emergency plan.

- Choose a sheltering option far inland.
- Make reservations at a hotel or motel outside of the storm area.
- Go to a relatives or friends house.

The management cannot assure the personal safety and well being of any resident who chooses to stay at the property or in the City. When an evacuation is ordered, you should do everything in your power to comply.

When You Evacuate - Tell someone outside of the storm area (a family member or friend) where you are going, put that person's name and contact information on your **Resident Contact Form** and drop it in the **Drop Box** located at the office.

After the Storm - Listen to local news media for up-to-the-minute information regarding medical help, food programs and general assistance. Stay where you are if it is safe until authorities give the "all-clear."

For additional information on hurricanes and storm preparations, check the following websites:

<http://www.redcross.org> (American Red Cross) or your local city website

Important phone numbers have been attached. (See the last sheet.)

Resident Contact Form

Please complete the following information so we may be able to communicate with you in the event of an evacuation.

Name (Leaseholder): _____

List all occupants of the Apartment (including minors): _____

Address: _____

Home Phone: _____ Cell Phone: _____

Work Phone Number: _____

Email Address: _____

Work Email Address: _____

Pet Information - Please list what type of pet(s) you own and a brief description (ex. Black cat with white paws):

In the event that you evacuate, it is mandatory that you take all pets with you.

In the event of an emergency, is there an out-of-town contact name and number that we can call? If so, please list below:

Contact Name: _____

Contact Phone Number: _____

Do you or anyone in your household need assistance exiting the property in the event of an evacuation or loss of power? If yes, who and what assistance will be required?

***Management will not be responsible for your evacuation from the property, but this information will be available at the office for rescue personnel.**

Please place your completed form in the **Drop Box** located at the office.

Approaching Storm Notification

As of (date/time)_____, the National Weather Service has issued a Storm Warning for your area. Please monitor the local news and weather stations for up to date information on this storm. At this time, residents should implement their own hurricane plan and begin preparing their apartment for a potential evacuation. It is advised for all residents to heed the warnings of government officials and evacuate the City if an evacuation order is issued.

Effective immediately, Management will implement its Hurricane Preparation Procedures which includes preparing the property for hurricane conditions. After these procedures have been completed, the staff may not be available due to voluntary or mandatory evacuation in order to protect themselves and their families.

If you have not already done so, please drop your completed **Resident Contact Form** in the **Drop Box** located at the office.

Thank you for your cooperation,

Property Management Team

Mandatory Evacuation Order Issued

As of (date/time) _____, the City of _____ has issued a **Mandatory Evacuation Order**. At this time, Management is making final hurricane preparations to the property and will comply with the mandatory evacuation order issued by the city and evacuate as soon as possible.

We strongly urge all residents to evacuate at this time. Those who do not comply with the mandatory evacuation order and remain at the property will be doing so at their own risk.

Also, many of the building life safety systems will be compromised in the event that the building loses power so remaining at the property during a mandatory evacuation is not recommended and may be dangerous.

If you have not already done so, please drop your completed **Resident Contact Form** in the **Drop Box** located at the office.

Thank you for your cooperation,

Property Manager

INDEMNITY AND RELEASE OF LIABILITY

Name of Resident(s): _____

Name of Property: _____ Apartments

Address: _____

Current Mailing Address: _____

Current Telephone Number: _____

Date: _____

(please print above information)

1. The undersigned resident(s) and authorized guest(s) of such resident (“Entering Parties”) understand that _____ Apartments building was damaged by Hurricane _____ and that entry to the Apartments could prove extremely hazardous to the Entering Parties.

2. The Entering Parties waive and release any claims, causes of action, or rights whatsoever against McCormack Baron Management and _____ (“Owner”), present or future, in regard to Entering Parties’ activities at the unit, on the premises, and in or around Resident(s) above-referenced apartment, whether foreseen or unforeseen, including the condition of the unit, unit’s premises, Resident(s) above-referenced apartment, and any equipment used in connection therewith, and Landlord shall in no event ever be liable to Entering Parties or any other party (including without limitation, Entering Parties’ families, heirs, partners, directors, and shareholders) for any injury to or death of persons (including without limitation the injury or death of any of the Entering Parties whether or not caused by the condition of the unit, unit’s premises, Resident(s) apartment, or any equipment, or any other fact or condition) or for any loss of or damage to personal property or any other property of Resident(s) or others (regardless of whether such property is entrusted to Owners or whether such loss or damage is occasioned by casualty, theft or other cause of whatsoever nature, including without limitation the condition of the unit, unit’s premises, and any equipment or any other fact or condition).

3. Entering Parties (collectively, and each individually) agree to indemnify, defend, and save and hold harmless Landlord from and against any and all liabilities, damages, claims, suits, losses, costs (including court costs, attorneys' fees and other costs of investigation), and actions of any kind ("**Liabilities**") arising or alleged to arise by reason of injury to or death of any person, including but not limited to Entering Parties, or damage to or loss of property occurring on, in or about the unit, unit’s premises and/or Resident(s) above-referenced apartment, or by reason of any other claim whatsoever of any person or party arising out of or in any way connected with Entering Parties’ activities at or about the unit, unit’s premises and/or Resident(s) above-referenced

apartment, or breach of any of Entering Parties' covenants, representations or warranties contained herein, even if such Liabilities arise from or are attributed to, in whole or in part, the negligence of Landlord. It is the express intention of the parties hereto, both Landlord and Entering Parties, that the indemnity provided for in this paragraph is an indemnity by the Entering Parties to indemnify and protect Landlord from the consequences of Landlord's own negligence whether that negligence is the sole or a concurring cause of any injury, death, or damage discussed herein. If any action or proceeding (including, without limitation, any administrative proceeding before any governmental agency) shall be brought by or against Landlord in connection with such Liabilities, Entering Parties (collectively, and each individually), on notice from Landlord, shall fully defend such action or proceeding at Entering Parties' expense by or through attorneys reasonably satisfactory to Landlord.

4. Entering Parties understand that but for Entering Parties' representations, warranties, and covenants contained in this Release, Landlord would not permit Entering Parties to enter the unit, unit's premises, or the above-referenced apartment, or participate in the activities in connection with the unit, unit's premises, and/or the above-referenced apartment.

RESIDENT:

AUTHORIZED GUEST

Print Name: _____
Date Executed: _____

Print Name: _____
Date Executed: _____

RESIDENT:

AUTHORIZED GUEST

Print Name: _____
Date Executed: _____

Print Name: _____
Date Executed: _____

(PROPERTY NAME) Apartments

Dear Resident:

We express our deepest sympathy to you for any losses you have suffered as a result of Hurricane _____.

We would like to advise you of the following:

- 1) No one may occupy the Apartment building due to the damage sustained by the building. Only by appointment and with the permission of the Landlord, may you come in to check on your belongings and/or remove them from your apartment.
- 2) Please return the enclosed form explaining whether you intend to return to pick up your belongings. Please fill in your name, current mailing address, and telephone number where you can be reached. You are required to notify the property manager no later than _____, whether you intend to remove all personal belongings from your apartment or abandon them.
- 3) Because of the damage to the building, if you return to pick up your belongings, you will be required to sign a release stating that landlord is not responsible for your safety if you choose to enter the building in its current state.
- 4) If you do not remove your personal belongings by _____, then we will consider the items as abandoned, and our contractor will remove and dispose of them. Therefore, we strongly encourage you to remove your belongings by that date. You will not be able to retrieve your belongings after our contractor has disposed of them. Of course, if you choose not to remove your belongings you may still enter the building to inspect your belongings and/or photograph them for insurance purposes.

We understand that these have been difficult times for many of you. We appreciate your cooperation.

(PROPERTY NAME) Apartments

By: _____

Name: _____

Its: Agent

**AUTHORIZATION TO DISPOSE OF
RESIDENT'S PERSONAL PROPERTY**

Name of Resident(s):

Name of Property: (PROPERTY NAME) Apartments

Unit Number:

Current Mailing Address:

Current Telephone Number:

Date:

(please print above information)

The undersigned, resident/residents of the Apartments, acknowledge that he/she/they have had access to the above-referenced unit as of the date of this authorization and that he/she/they have retrieved all items of personal property which he/she/they wish to retain. The undersigned further acknowledges that McCormack Baron Management (MBM) has advised him/her/them to photograph the personal property for purpose of supporting an insurance claim should he/she/they have renter's insurance.

The undersigned hereby states to MBR that he/she/they are abandoning **ALL ITEMS OF PERSONAL PROPERTY WHICH REMAIN IN SAID UNIT** ("Abandoned Property") as of the date of this authorization and hereby authorizes MBM to dispose of all items of Abandoned Property in any way which MBM deems appropriate at no cost to the undersigned. The undersigned hereby releases MBM and _____ from any and all liability with respect to all items of Abandoned Property.

THE UNDERSIGNED ACKNOWLEDGES AND UNDERSTANDS THAT MBM AND _____ WILL NOT STORE ANY ITEM OF ABANDONED PROPERTY FOR THE UNDERSIGNED.

RESIDENT(S):

NOTIFICATION

PLEASE FILL IN YOUR NAME, CURRENT MAILING ADDRESS, AND TELEPHONE NUMBER. YOU ARE REQUIRED TO NOTIFY THE PROPERTY MANAGER NO LATER THAN _____, WHETHER YOU INTEND TO REMOVE ALL PERSONAL BELONGINGS FROM YOUR APARTMENT OR ABANDON THEM. IF WE DO NOT HEAR FROM YOU BY _____, WE WILL CONSIDER THE ITEMS AS ABANDONED, AND OUR CONTRACTOR WILL REMOVE AND DISPOSE OF THEM.

_____ I intend to return to (PROPERTY NAME) Apartments to inspect and/or remove my personal belongings.

_____ I do not intend to return to (PROPERTY NAME) Apartments to remove my personal belongings. The undersigned hereby states that he/she/they are abandoning ALL ITEMS OF PERSONAL PROPERTY WHICH REMAIN IN SAID UNIT as of the date of this authorization and hereby authorizes the disposition of all items of personal property in any way which (PROPERTY NAME) Apartments deems appropriate at no cost to the undersigned. The undersigned hereby releases MBM Management and (PROPERTY NAME) Apartments from any and all liability with respect to all items of personal property.

Name of Resident(s): _____

Name of Property: (PROPERTY NAME) Apartments

Unit Number: _____

Current Mailing Address: _____

Current Telephone Number: _____

Date: _____

(please print above information)

Signature: _____

Print Name: _____

Please return this form to:
(PROPERTY NAME) APARTMENTS
ATTN: _____

Resident Contact Form

Please complete the following information so we may be able to communicate with you in the event of an evacuation.

Name (Leaseholder): _____

List all occupants of the Apartment (including minors): _____

Address: _____

Home Phone: _____ Cell Phone: _____

Work Phone Number: _____

Email Address: _____

Work Email Address: _____

Pet Information - Please list what type of pet(s) you own and a brief description (ex. Black cat with white paws):

In the event that you evacuate, it is mandatory that you take all pets with you.

In the event of an emergency, is there an out-of-town contact name and number that we can call? If so, please list below:

Contact Name: _____

Contact Phone Number: _____

Do you or anyone in your household need assistance exiting the property in the event of an evacuation or loss of power? If yes, who and what assistance will be required?

***Management will not be responsible for your evacuation from the property, but this information will be available at the office for rescue personnel.**

Please place your completed form in the **Drop Box** located at the office.

Approaching Storm Notification

As of (date/time)_____, the National Weather Service has issued a Storm Warning for your area. Please monitor the local news and weather stations for up to date information on this storm. At this time, residents should implement their own hurricane plan and begin preparing their apartment for a potential evacuation. It is advised for all residents to heed the warnings of government officials and evacuate the City if an evacuation order is issued.

Effective immediately, Management will implement its Hurricane Preparation Procedures which includes preparing the property for hurricane conditions. After these procedures have been completed, the staff may not be available due to voluntary or mandatory evacuation in order to protect themselves and their families.

If you have not already done so, please drop your completed **Resident Contact Form** in the **Drop Box** located at the office.

Thank you for your cooperation,

Property Management Team

Mandatory Evacuation Order Issued

As of (date/time) _____, the City of _____ has issued a **Mandatory Evacuation Order**. At this time, Management is making final hurricane preparations to the property and will comply with the mandatory evacuation order issued by the city and evacuate as soon as possible.

We strongly urge all residents to evacuate at this time. Those who do not comply with the mandatory evacuation order and remain at the property will be doing so at their own risk.

Also, many of the building life safety systems will be compromised in the event that the building loses power so remaining at the property during a mandatory evacuation is not recommended and may be dangerous.

If you have not already done so, please drop your completed **Resident Contact Form** in the **Drop Box** located at the office.

Thank you for your cooperation,

Property Manager

INDEMNITY AND RELEASE OF LIABILITY

Name of Resident(s): _____

Name of Property: _____ Apartments

Address: _____

Current Mailing Address: _____

Current Telephone Number: _____

Date: _____

(please print above information)

1. The undersigned resident(s) and authorized guest(s) of such resident (“Entering Parties”) understand that _____ Apartments building was damaged by Hurricane _____ and that entry to the Apartments could prove extremely hazardous to the Entering Parties.

2. The Entering Parties waive and release any claims, causes of action, or rights whatsoever against McCormack Baron Management and _____ (“Owner”), present or future, in regard to Entering Parties’ activities at the unit, on the premises, and in or around Resident(s) above-referenced apartment, whether foreseen or unforeseen, including the condition of the unit, unit’s premises, Resident(s) above-referenced apartment, and any equipment used in connection therewith, and Landlord shall in no event ever be liable to Entering Parties or any other party (including without limitation, Entering Parties’ families, heirs, partners, directors, and shareholders) for any injury to or death of persons (including without limitation the injury or death of any of the Entering Parties whether or not caused by the condition of the unit, unit’s premises, Resident(s) apartment, or any equipment, or any other fact or condition) or for any loss of or damage to personal property or any other property of Resident(s) or others (regardless of whether such property is entrusted to Owners or whether such loss or damage is occasioned by casualty, theft or other cause of whatsoever nature, including without limitation the condition of the unit, unit’s premises, and any equipment or any other fact or condition).

3. Entering Parties (collectively, and each individually) agree to indemnify, defend, and save and hold harmless Landlord from and against any and all liabilities, damages, claims, suits, losses, costs (including court costs, attorneys' fees and other costs of investigation), and actions of any kind ("**Liabilities**") arising or alleged to arise by reason of injury to or death of any person, including but not limited to Entering Parties, or damage to or loss of property occurring on, in or about the unit, unit’s premises and/or Resident(s) above-referenced apartment, or by reason of any other claim whatsoever of any person or party arising out of or in any way connected with Entering Parties’ activities at or about the unit, unit’s premises and/or Resident(s) above-referenced

apartment, or breach of any of Entering Parties' covenants, representations or warranties contained herein, even if such Liabilities arise from or are attributed to, in whole or in part, the negligence of Landlord. It is the express intention of the parties hereto, both Landlord and Entering Parties, that the indemnity provided for in this paragraph is an indemnity by the Entering Parties to indemnify and protect Landlord from the consequences of Landlord's own negligence whether that negligence is the sole or a concurring cause of any injury, death, or damage discussed herein. If any action or proceeding (including, without limitation, any administrative proceeding before any governmental agency) shall be brought by or against Landlord in connection with such Liabilities, Entering Parties (collectively, and each individually), on notice from Landlord, shall fully defend such action or proceeding at Entering Parties' expense by or through attorneys reasonably satisfactory to Landlord.

4. Entering Parties understand that but for Entering Parties' representations, warranties, and covenants contained in this Release, Landlord would not permit Entering Parties to enter the unit, unit's premises, or the above-referenced apartment, or participate in the activities in connection with the unit, unit's premises, and/or the above-referenced apartment.

RESIDENT:

AUTHORIZED GUEST

Print Name: _____
Date Executed: _____

Print Name: _____
Date Executed: _____

RESIDENT:

AUTHORIZED GUEST

Print Name: _____
Date Executed: _____

Print Name: _____
Date Executed: _____

(PROPERTY NAME) Apartments

Dear Resident:

We express our deepest sympathy to you for any losses you have suffered as a result of Hurricane _____.

We would like to advise you of the following:

- 1) No one may occupy the Apartment building due to the damage sustained by the building. Only by appointment and with the permission of the Landlord, may you come in to check on your belongings and/or remove them from your apartment.
- 2) Please return the enclosed form explaining whether you intend to return to pick up your belongings. Please fill in your name, current mailing address, and telephone number where you can be reached. You are required to notify the property manager no later than _____, whether you intend to remove all personal belongings from your apartment or abandon them.
- 3) Because of the damage to the building, if you return to pick up your belongings, you will be required to sign a release stating that landlord is not responsible for your safety if you choose to enter the building in its current state.
- 4) If you do not remove your personal belongings by _____, then we will consider the items as abandoned, and our contractor will remove and dispose of them. Therefore, we strongly encourage you to remove your belongings by that date. You will not be able to retrieve your belongings after our contractor has disposed of them. Of course, if you choose not to remove your belongings you may still enter the building to inspect your belongings and/or photograph them for insurance purposes.

We understand that these have been difficult times for many of you. We appreciate your cooperation.

(PROPERTY NAME) Apartments

By: _____

Name: _____

Its: Agent

**AUTHORIZATION TO DISPOSE OF
RESIDENT'S PERSONAL PROPERTY**

Name of Resident(s):

Name of Property: (PROPERTY NAME) Apartments

Unit Number:

Current Mailing Address:

Current Telephone Number:

Date:

(please print above information)

The undersigned, resident/residents of the Apartments, acknowledge that he/she/they have had access to the above-referenced unit as of the date of this authorization and that he/she/they have retrieved all items of personal property which he/she/they wish to retain. The undersigned further acknowledges that McCormack Baron Management (MBM) has advised him/her/them to photograph the personal property for purpose of supporting an insurance claim should he/she/they have renter's insurance.

The undersigned hereby states to MBR that he/she/they are abandoning **ALL ITEMS OF PERSONAL PROPERTY WHICH REMAIN IN SAID UNIT** ("Abandoned Property") as of the date of this authorization and hereby authorizes MBM to dispose of all items of Abandoned Property in any way which MBM deems appropriate at no cost to the undersigned. The undersigned hereby releases MBM and _____ from any and all liability with respect to all items of Abandoned Property.

THE UNDERSIGNED ACKNOWLEDGES AND UNDERSTANDS THAT MBM AND _____ WILL NOT STORE ANY ITEM OF ABANDONED PROPERTY FOR THE UNDERSIGNED.

RESIDENT(S):

NOTIFICATION

PLEASE FILL IN YOUR NAME, CURRENT MAILING ADDRESS, AND TELEPHONE NUMBER. YOU ARE REQUIRED TO NOTIFY THE PROPERTY MANAGER NO LATER THAN _____, WHETHER YOU INTEND TO REMOVE ALL PERSONAL BELONGINGS FROM YOUR APARTMENT OR ABANDON THEM. IF WE DO NOT HEAR FROM YOU BY _____, WE WILL CONSIDER THE ITEMS AS ABANDONED, AND OUR CONTRACTOR WILL REMOVE AND DISPOSE OF THEM.

_____ I intend to return to (PROPERTY NAME) Apartments to inspect and/or remove my personal belongings.

_____ I do not intend to return to (PROPERTY NAME) Apartments to remove my personal belongings. The undersigned hereby states that he/she/they are abandoning ALL ITEMS OF PERSONAL PROPERTY WHICH REMAIN IN SAID UNIT as of the date of this authorization and hereby authorizes the disposition of all items of personal property in any way which (PROPERTY NAME) Apartments deems appropriate at no cost to the undersigned. The undersigned hereby releases MBM Management and (PROPERTY NAME) Apartments from any and all liability with respect to all items of personal property.

Name of Resident(s): _____

Name of Property: (PROPERTY NAME) Apartments

Unit Number: _____

Current Mailing Address: _____

Current Telephone Number: _____

Date: _____

(please print above information)

Signature: _____

Print Name: _____

Please return this form to:
(PROPERTY NAME) APARTMENTS
ATTN: _____

2020 Hurricane Season Notification to Residents

Planning Ahead

Living with the threat of a serious hurricane is part of living in Galveston. You must plan ahead in the event of this weather emergency. Residents should develop their own personal emergency plans in the event Galveston is threatened by a hurricane. These plans should include your destination and transportation arrangements.

Preparing for the Storm – Contact Information

Your first step in preparing for a hurricane should be to develop a personal emergency response plan. It is imperative that you provide the on-site management office with updated contact information for you and your family. We request that you take a moment and fill out the attached **Resident Contact Form** to ensure we will be able to contact you in the event of a disaster. Please drop this in the **Drop Box** located at the office.

Rental and flood insurance - Purchase insurance for and inventory your personal possessions. As a renter of a property, you must insure your personal property as it will not be covered by the property/building insurance. **IF YOU DO NOT HAVE PERSONAL PROPERTY OR “RENTERS” INSURANCE, YOU SHOULD SEEK SUCH COVERAGE IMMEDIATELY FROM YOUR INSURANCE AGENT.**

Prepare your apartment - Pick up all items from the floors and store in drawers and closets. Move upholstered furniture away from windows. Close and lock your windows. Bring inside any items you may have on balconies. Turn refrigerator and freezer temperature gauges to maximum. Open only when absolutely necessary and close quickly. Unplug stereos, TVs, electronic equipment and lamps.

Pets - In the event that you evacuate, it is mandatory that you take all pets with you. No exceptions.

Refrigerator - Prior to vacating the property, you should consider taking or disposing of all perishable items in your refrigerator and place them in the garbage. Another option is to buy large Ziploc bags so that you can place food items in the bags and you can take them with you or you can leave some items sealed in the bags. **Many residents have purchased ice chests so that they can take food items with them when they evacuate so they have a source of food and drinks for a long evacuation drive.**

Protect important documents - Place your documents in waterproof containers and take with you or store at the highest, most secure point in your room or apartment.

Your vehicle - Check all fluids and tire pressures (including spare). If you leave your vehicle at the property, be reminded that any damage to your car will not be the responsibility of the property or management.

Have cash on hand - ATMs will not operate should the area experience a power failure.

Responding to the Storm - Whenever a hurricane threatens Galveston, the property will initiate its hurricane procedures. **The property management and maintenance staff will be required to leave the City prior to the storm so you should not anticipate being able to communicate with the management office pending the storm impact. Also, many of the building life safety systems will be compromised in the event that the building loses power so remaining at the property during a mandatory evacuation is not recommended and may be dangerous.**

It is critical that you monitor bulletins issued by governmental authorities. When responding to any evacuation order, you should seek shelter outside of the city. Use your prearranged emergency plan.

- Choose a sheltering option far inland.
- Consult the Texas Citizen Awareness & Disaster Evacuation Guide
- Make reservations at a hotel or motel outside of the storm area.
- Go to a relatives or friends house.

STAY CONNECTED TO STAY INFORMED!

 www.galvestontx.gov/stormready
 409.765.3710
 facebook.com/galvestonoem
 twitter.com/galvestonoem
 www.galvestontx.gov/gtv

Sign up online at
www.galvestontx.gov/onecall to allow us to
connect with you via
phone, text, and email
during an emergency!



HOW TO LEAVE TOWN

The City provides transportation assistance for residents who cannot self-evacuate during a mandatory city-wide evacuation. Citizens who can leave town in their own transportation should leave as early as possible, and be aware that roads will change to contraflow, with all roads flowing out of town.

The number to call for road conditions on state highways is 1-800-452-9292.

CITY ASSISTED EVACUATION 2019

If you have medical or mobility needs and need assistance, you should register with the STEAR program

STEAR works to assist those in Galveston who cannot self-evacuate during a mandatory City-wide evacuation. Do you or anyone you know need some assistance during times of an emergency event? The state of Texas presents the STEAR program. The STEAR program is a **free** registry that provides local emergency planners and emergency responders with additional information on the needs in their community. Texas communities use the registry information in different ways. Registering yourself in the STEAR registry **DOES NOT** guarantee that you will receive a specific service during an emergency. Available services will vary by community. For more information on how your community will use information in the STEAR registry, contact your local emergency management office.

Who Should Register?

People with Disabilities

People with access and functional needs such as:

People who have limited mobility

People who have communication barriers

People who require additional medical assistance during an emergency event

People who require transportation assistance

People who require personal care assistance

Evacuation Routes - Consult the following website: <https://www.galvestontx.gov/496/Hurricane-Evacuation>

Brazoria, Chambers, Galveston, Harris and Matagorda Hurricane Evacuation Zip-Zones Coastal, A, B, C

ZIP ZONE COASTAL				
77414s	77422s	77465s	77534s	77541
77550	77551	77554	77563	77577s
77623				
ZIP ZONE A				
77058s	77510	77514s	77518	77539
77563	77565	77568	77573	77586
77590	77591			
ZIP ZONE B				
77056n	77059	77062	77414n	77422n
77465n	77507	77511	77514n	77515
77517	77520	77523	77531	77534n
77546n	77548s	77566	77571	77577n
77597	77598	77665		
ZIP ZONE C				
77011	77012	77013	77015	77017
77023	77029	77034	77049	77061
77075	77087	77089	77430	77444
77480	77486	77502	77503	77504
77505	77506	77521	77530	77535
77536	77547	77562	77578	77581
77583	77584	77587		

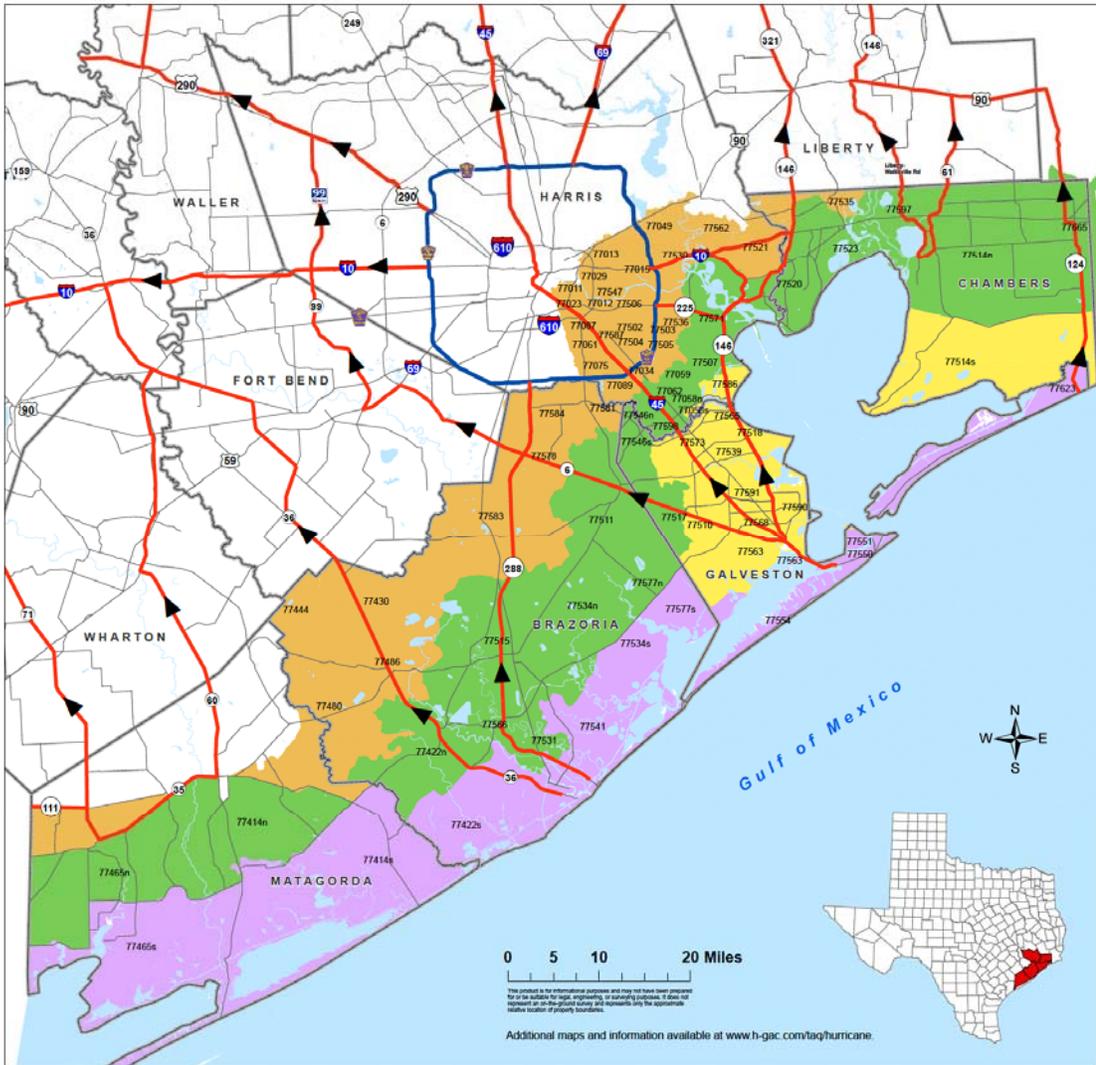
Some zipcodes are split into north (n) and south (s) for evacuation purposes.

Route Designation

-  Evacuation Corridors
-  Evacuation Connections
-  Other Roads
-  County Boundary



Revision Date: March 31, 2017
 Expiration Date: December 31, 2017
 Map Created by:
 Houston-Galveston Area Council



The management team cannot assure the personal safety and well being of any resident who chooses to stay at the property or in the City. When an evacuation is ordered, you should do everything in your power to comply.

When You Evacuate - Tell someone outside of the storm area (a family member or friend) where you are going, put that person's name and contact information on your **Resident Contact Form** and drop it in the **Drop Box** located at the office.

EMERGENCY CONTACT NUMBERS

After Hours Emergency Maintenance **(877) 312-0490**

211 is open 24/7. Call 211 for any non-life threatening emergencies, as well as to register for City-Assisted Evacuation.

Do not use 911 for non-life threatening emergencies. Call 911 only for life-threatening emergencies

For additional information on hurricanes and storm preparations, check the following websites:

- <http://www.redcross.org> (American Red Cross)
- <https://www.galvestontx.gov/322/Hurricane-Preparedness> (City of Galveston)
- www.galvestontx.gov/stormready

After the Storm - Listen to local news media for up-to-the-minute information regarding medical help, food programs and general assistance. Stay where you are if it is safe until authorities give the "all-clear."

Resident Contact Form

Please complete the following information so we may be able to communicate with you in the event of an evacuation.

Name (Leaseholder): _____

List all occupants of the Apartment (including minors): _____

Address: _____

Home Phone: _____ Cell Phone: _____

Work Phone Number: _____

Email Address: _____

Work Email Address: _____

Pet Information - Please list what type of pet(s) you own and a brief description (ex. Black cat with white paws): _____

In the event that you evacuate, it is mandatory that you take all pets with you.

In the event of an emergency, is there an out-of-town contact name and number that we can call? If so, please list below:

Contact Name: _____

Contact Phone Number: _____

Do you or anyone in your household need assistance exiting the property in the event of an evacuation or loss of power? If yes, who and what assistance will be required?

***Management will not be responsible for your evacuation from the property but this information will be available at the office for rescue personnel.**

Please place your completed form in the **Drop Box** located at the office.

STAFF EMERGENCY CONTACT LIST
2019

No.	Names:	Title/Phone Number:	Email:
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16	Tammy Rhiner	Risk Manager- (314) 335-2734 or (314) 229-9800	Tammy.rhiner@mccormackbaron.com